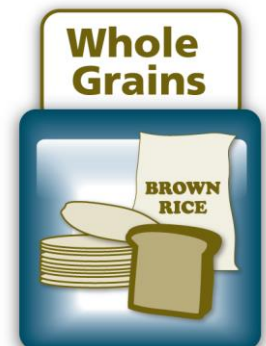




# 2024 Vendor Training Local WIC Agency Staff

Community Nutrition Services Section  
N.C. Division of Child and Family Well-Being





# **WIC Program Local Agency Vendor Training 2024/2025**

## **Objectives:**

By the end of this session, the Local WIC Agency vendor coordinator will be able to:

- State the purpose of the WIC Program
- Describe the major selection criteria areas for NC WIC vendors: peer grouping, price limitations, business integrity, and SNAP (Food Stamp) Authorization
- Explain WIC Approved Foods
- Properly follow WIC food benefit transaction and redemption procedures.
- Properly follow eWIC policies and procedures
- Describe the process of submitting customer service issues (complaints) to the State Vendor Unit
- Describe the requirements of the vendor monitoring process and the vendor's responsibility for records retention
- Explain how the State and Local WIC Agency prevents fraud and ensures vendor compliance and the consequences of compliance buys and inventory audits
- Describe steps needed to maintain authorized vendor status
- Accurately explain completion of required forms for reauthorization

## **Agenda:**

- Welcome and introductions
- Review of WIC Vendor Policy
- eWIC procedures
- Vendor Management Procedures and the Application Process, including customer service issues (complaints) process for reporting
- Sanctions and violations, including monitoring, audits, claims and records retention requirements
- Approved foods
- Instructions for completing forms for reauthorization

# Vendor Management Policy

WIC NORTH CAROLINA

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## Vendor Authorization

- Be authorized by NC State WIC Agency
- Vendors work primarily with Local WIC Agency
  - ✓ Orientation and training
  - ✓ Submission of required forms
  - ✓ Answer questions about completion of forms
  - ✓ Verification of Attendance form
  - ✓ Technical assistance
  - ✓ Monitoring
- Required forms completed through DocuSign

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## Types of Vendors

- Vendors under **Corporate Agreement**
  - 20 or more WIC-authorized stores
  - Food Lion\*   - Harris Teeter\*   - Walgreens
  - Ingles\*   - Lowe's\*
  - CVS   - Walmart\*
  - Target   - Publix\*

\* Pharmacies at select store locations that are also WIC-authorized
- Vendors not under Corporate Agreement

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## Selection Criteria



Established by US Department of Agriculture and NC WIC Program



There are 20 items listed in 2024-2025 Vendor Manual



Vendor applicants, excluding free-standing pharmacies, must meet **all** criteria

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## Competitive Pricing and Price Limitations

- State Agency is required to establish competitive pricing and price limitations
- Price limitations are referred to as Not-to-Exceed (NTE) prices. They are available for each WIC supplemental food and contract formula

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## Peer Group Assignment



Store Type; and



Geography (Urban or non-urban location)



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## NC Vendor Peer Groups

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

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### Not-to-Exceed (NTE) Prices

• NTEs are set at 2 standard deviations above the average price for supplemental foods within a vendor peer group.

- ✓ Calculated for each WIC supplemental food
- ✓ Based on redemption of all vendors in the peer group
- ✓ Obtained from the eWIC system
- ✓ Different NTEs for different sizes of the same food even if it is the same brand
- ✓ Foods and contract formula

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### NTEs vs. Current Shelf Price

- Vendors **must** charge current shelf price.
- Vendors **DO NOT** have to charge the NTE.
- Charges for WIC transactions must be less than or equal to charges to non-WIC customers.
- Vendors **cannot** set their prices at the NTE and charge other customers less. This is a federal violation for which a vendor can be disqualified.

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## WIC Approved Foods with No NTE

- NTEs do not apply to exempt infant formula or WIC-eligible nutritionals
- Open market system (shelf price)
- Exempt infant formula and WIC-eligible nutritionals are listed at <https://www.ncdhhs.gov/wicvendorsconnection>
- NTEs do not apply to fruits and vegetables purchasable with cash-value benefits (CVBs)

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## WIC Price Lists

- Price List Submission
  - ✓ Vendor applicants must submit price lists at initial authorization
  - ✓ Must have prices at or below the NTE for their assigned peer group in order to be authorized
  - ✓ Current vendors must submit a price list within 2 weeks of request by the State WIC Agency.
  - ✓ Must maintain their prices at or below NTE for their peer group

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## NTE Summary

- NTE stands for Not-to-Exceed and refers to maximum price set for a WIC supplemental food item
- NTEs are calculated by peer group using vendor redemption data obtained from the eWIC system
- Vendor applicants must submit price lists at initial authorization
- Vendor applicants must have prices at or below the NTE for their assigned peer group in order to be authorized
- Current vendors must submit a price list within 2 weeks of request by the State WIC Agency

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## NTE Summary continued

- Vendors must maintain their prices at or below the NTE for their peer group
- Payment to vendors cannot exceed NTEs for that vendor's peer group for any WIC supplemental food
- Exempt infant formula and WIC-eligible nutritionals are not subject to NTE pricing thresholds
- Fruits and vegetables purchased with CVBs do not have NTEs
- Vendors do **NOT** have to charge the NTE



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## Predominantly WIC Vendors (PWVs)

- Vendors that derive more than 50% of their total food sales from WIC
  - Not authorized in North Carolina
- ✓ For more information about PWV assessment click on the link below:

<https://ncnutrition.adobeconnect.com/p94cdkshf94r/>



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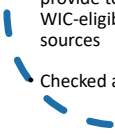
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## Infant Formula Sources

- WIC Reauthorization Act of 2004 requires vendors to purchase infant formula from a State-approved list of sources
- Vendors must purchase all infant formula, exempt infant formula, and WIC-eligible nutritionals directly from State-approved sources and provide to WIC customers infant formula, exempt infant formula, and WIC-eligible nutritionals purchased only from the State-approved sources
- Checked at routine monitoring visits



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## Equitable Treatment

- Section 246.12(h)(3)iii of the Federal regulations requires WIC-authorized vendors to offer WIC customers 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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## In-Store Promotions and Coupons

Allowing WIC participants to use vendor discounts in WIC purchases reinforces wise food purchasing practices



LA staff should ensure participants are 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

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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 WIC EBT Operating Rules:
- In a true BOGO, the free item cannot be deducted from the WIC participant's benefit balance or reported to the State 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 manufacturers' coupons
- Cash Back
  - ✓ Not permitted as a result of vendor discount in any WIC transaction

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## Incentive Items



Vendors must receive approval from the WIC Program in order to provide incentives to WIC customers



Submit written request to the WIC Vendor Unit at: [NCWICVendorQuestions@dhs.nc.gov](mailto:NCWICVendorQuestions@dhs.nc.gov)

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## QUESTIONS



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## Maintaining Vendor Authorization

CONTINUE TO MEET SELECTION CRITERIA

MUST RENEW AT END OF AGREEMENT CYCLE

ATTEND ANNUAL RENEWAL TRAINING

MAY VOLUNTARILY END AGREEMENT WITH 30 DAYS WRITTEN NOTICE

MUST AVOID SANCTIONS FROM MONITORING, COMPLIANCE BUYS AND INVENTORY AUDITS

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## Maintaining Vendor Authorization

- Process EBT transactions accurately, in a timely manner, and in accordance with the terms of the North Carolina WIC Vendor Agreement. Maintain compliance with the EBT Processor Vendor Agreement, the FNS EBT operating rules, standards and technical requirements, WIC Program Rules, and state and federal regulations, and statutes;
- Maintain certified eWIC system that is available for WIC redemption processing during all hours the store is open; and
- Request eWIC Processor re-certify the vendor's eWIC system if it is altered or revised in any manner that impacts eWIC redemption.

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## Maintaining Vendor Authorization 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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## Maintaining Vendor Authorization continued

- Should a vendor that uses stand-beside device(s) to transact eWIC decide to upgrade to an integrated system, the vendor must:
  1. 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
  2. Inform the State WIC Agency so that Level III certification testing can be performed prior to use of the system in the store

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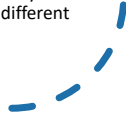
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## Maintaining Vendor Authorization continued

- 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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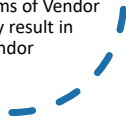
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## Maintaining Vendor Authorization continued

- 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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## Maintaining Vendor Authorization continued

- Obtain card readers to support eWIC transactions within their store(s). The vendor must ensure that the card readers they obtain meet all eWIC requirements (Integrated systems)
- Cessation of operations, withdrawal from the WIC Program or disqualification from the WIC Program shall result in termination of the WIC Vendor Agreement by the State WIC Agency



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## Preventing Fraud and Ensuring Compliance

- State WIC Agency must investigate at least 5% of vendors annually
- Types of investigations primarily used:
  - ✓ Compliance (undercover) buys, and
  - ✓ Inventory audits (in-person audit or desk audit)
- State WIC Agency must also ensure that vendors are monitored routinely by Local WIC Agency staff

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## Compliance (Undercover) Buys

- Conducted by State WIC Agency staff
- Compliance buyer uses eWIC food benefits at selected vendors
- Buys are conducted across the State
- Violations can result in toughest sanctions

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## Vendor Overcharging

- Intentionally or unintentionally charging more for supplemental food provided to a WIC customer than a non-WIC customer or charging more than the current shelf price for supplemental food provided to a WIC customer
- Overcharging is a serious Federal violation that may lead to a 3-year disqualification from **both WIC and SNAP**
- This violation is uncovered during compliance buys
- Vendor overcharging is **NOT** the same as charging over the NTE

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## Inventory Audits

- Conducted by State staff
- The vendor must make available to the auditor at any reasonable time and place ALL:
  - ✓ Program-related records of vendor
  - ✓ Purchase records, sales records, bank statements, credit card statements, or any other personal or business financial documents that pertain to their business
  - ✓ MUST be retained 3 years or until audit pertaining to these records is resolved, whichever is later

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## Inventory Audits continued

- Invoices, receipts, copies of purchase orders, and any other proofs of purchase for WIC supplemental foods should include:
  - ✓ 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;
  - ✓ a description of each WIC supplemental food item purchased, including brand name, unit size, type or form, and quantity

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## Inventory Audits continued



- Compare up to 90-day inventory and proof of purchase (invoices) to redemption
  - ✓ Must not claim reimbursement for items exceeding documented inventory for 6 or more days in a 60-day period
  - ✓ Six days of exceeding documented inventory do not have to be consecutive
- Federal violation
- 3-year disqualification

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## Desk Audits



CONDUCTED BY STATE STAFF



THE VENDOR MUST COMPLETE INVENTORY COUNT SHEET, THEN ACKNOWLEDGE THE BEGINNING AND ENDING INVENTORY COUNTS (IF APPLICABLE)



THE VENDOR IS RESPONSIBLE FOR ENSURING THE INVENTORY COUNT SHEET IS COMPLETED ACCURATELY AND RETURNED TO THE STATE AGENCY WITHIN THE DOCUMENTED TIME PERIOD



DESK AUDIT PROCEDURES AND POTENTIAL VIOLATIONS ARE IDENTICAL TO THOSE OF IN-PERSON INVENTORY AUDITS THE STATE WIC AGENCY AUDITOR CONDUCTS.

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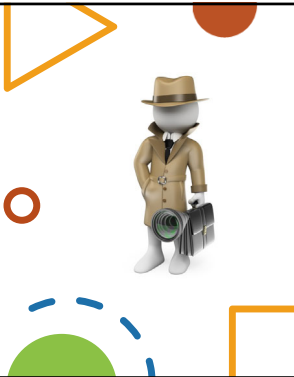
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## Record Retention - Vendors

- Vendors must retain records for three years or until any audit pertaining to these records is resolved, whichever is later

✓ Section I, Number 25 of the Terms of Vendor Agreement

(Please note that this may be different from the record retention requirement for Local Health Departments)



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## Food Substitution

- Per the Vendor Agreement:
  - ✓ Vendors must provide to the WIC customer only the approved supplemental foods, fruits, 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 1:** Allowing the participant to purchase 2% Milk or Whole Milk instead of the 1% Milk/Skim Milk that is on their shopping list
    - **Example 2:** Allowing the participant to purchase Kellogg's Frosted Flakes (NOT WIC-approved) instead of Cheerios (WIC-approved)

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## Use of Scanning Sheets is 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
- They must scan or manually enter Universal Product Codes (UPC) only from approved supplemental foods being purchased by the WIC customer in the types, sizes, and quantities available on the WIC customer's EBT account
- Failure to comply with this policy could result in termination of their WIC Vendor Agreement
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## Routine Monitoring

- Conducted by Local WIC Agency staff
- Includes, but is not limited to:
  - ✓ Review of formula invoices and receipts
  - ✓ Price checks and documentation of shelf prices
  - ✓ Review of compliance with split tender requirement
  - ✓ Treatment of WIC customers
  - ✓ Inventory of WIC-approved foods subject to required minimum inventory
  - ✓ Customer access to stand-beside devices for eWIC transactions
  - ✓ Assessment of compliance with eWIC minimum lane coverage requirements

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## Routine Monitoring continued

- Visits are documented and if deficiencies are found:
  - ✓ Violations are assessed
  - ✓ Vendor must take steps to correct them
  - ✓ Will be monitored again within 21 days
  - ✓ For more information regarding routine monitoring, a prerecorded webinar can be found on the <https://www.ncdhhs.gov/wicvendorsconnection#VendorTrainingInformation> webpage, under Vendor Training Information

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## Types of Violations

- Federal Violations
  - ✓ Most serious violations
  - ✓ Carry longest disqualification
  - ✓ Found through compliance buys and inventory audits
  - ✓ May lead to disqualification **from both WIC and SNAP**
- State Violations
  - ✓ Found during Local WIC Agency monitoring and compliance buys

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## Vendor Disqualifications

- A pattern of occurrences may result in disqualification
- Right to appeal a disqualification
- Remains on Program during appeal process
  - ✓ Submit required forms
- WIC Program works closely with SNAP
  - ✓ Reciprocal disqualification agreement

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## Costs Associated with Disqualification

- Civil Money Penalties (CMP)
- Potential Claim
- Potential SNAP disqualification (loss of income)
- Loss of WIC Program redemption
- Vendors who wish to reapply for WIC Program authorization following disqualification period:
  - ✓ Equipment purchase - Stand-beside device(s) or Integrated systems
  - ✓ Staff Training

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## Local Agency Role in Appeal

- Verify content of most recent vendor training
- Verify vendor attendance at training
- Check proximity of surrounding vendors to Local WIC Agency and vendor being disqualified. Documented by odometer reading, **NOT** MapQuest, Google, etc.
  - ✓ Must complete a Participant Access form for Federal violations or Participant Hardship form for State violations
- Vendors may be across county lines but within the appropriate radius from the disqualified vendor

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## Additional Local Agency Responsibilities

- If disqualification is a result of a pattern of occurrences established during monitoring visits:
  - ✓ Testify about monitoring reports used as evidence
- Local WIC Agency participation and full understanding is critical
- Accuracy and completeness are vital
  - ✓ Legal Record
  - ✓ Used with Sanction and Disqualifications

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## Equipment Return

- Upon disqualification and termination, vendors are required to return their stand-beside equipment back to FIS within 10 business days
  - ✓ Including all cords, cables, scanners and pin pads (if applicable)
- Failure to return all stand-beside equipment to FIS 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
  - ✓ Upon receipt, FIS will send a shipping label

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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
- With eWIC, each item will have an NTE
- If a vendor submits an item price that is above the NTE, their payment will be decreased to the NTE amount for the item

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**Exceeding the NTE**

**Stand-beside Vendors**  
 Will know if their submitted price exceeded the NTE by looking at the merchant copy receipt  
 The vendor will notice a difference in the Purchase Total and Payment to Merchant  
 The vendor will notice the NTE adjustment and the amount

**Integrated Vendors**  
 Must contact their third-party processor to determine if their prices for WIC-approved items have exceeded the NTE

QTY	UNIT	DESCRIPTION	PRICE
10.00	EA	WIC APPROVED ITEM	10.00
		WIC NTE ADJ	-1.00
		WIC PURCHASE TOTAL	9.00
		PURCHASE TOTAL	10.00
		NTE ADJUSTMENT	-1.00
		PAYMENT TO MERCHANT	9.00
		BALANCE DUE/OTHER TENDER	-1.00

\*\*\* MERCHANT COPY \*\*\*

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## Changes in Vendor Bank Accounts

- Vendors with stand-beside devices must submit their most current banking information to the eWIC contractor to ensure payment for eWIC transactions
- Integrated vendors submit banking information to their third-party processor
- Vendors can contact FIS at 1-800-894-0050 Monday- Friday from 8:00 to 5:00 PM CT for account changes or updates



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## Vendor Reimbursement Policy

- Vendors may not ask the WIC customer to make up the difference in price for eWIC transactions
- Vendors are responsible for keeping their prices at or below the NTE for their peer group
- Per 7 CFR 246.12 (g)(4)(iii) *Subsequent price increases*. The State agency must establish procedures to ensure that a vendor selected for participation in the program does not, subsequent to selection, increase prices to levels that would make the vendor ineligible for authorization

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## Paying Above the Maximum

- Customer can pay for an amount that exceeds the CVB maximum
  - ✓ Example: \$10.00 CVB
  - ✓ Total cost of WIC fruits and vegetables is \$10.25. Customer can pay 25¢ plus tax on the 25¢ or use other acceptable methods to pay for the extra, e.g. SNAP, which is not taxable
  - ✓ Vendor submits an eWIC transaction for \$10.00 in CVBs

**Vendors must comply with this split tender requirement**

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## Transactions at Pharmacies

- Pharmacies can only transact exempt infant formula and WIC-eligible nutritionals
- Exempt infant formula is intended for infants with unusual medical or dietary conditions
- WIC-eligible nutritionals are products to manage specific dietary needs of children and women
- **Pharmacies cannot transact contract infant formula**

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## Vendor Confidentiality

- All vendor information that individually identifies a vendor is confidential, except for the following:
  - ✓ Vendor Name
  - ✓ Address
  - ✓ Website/Email Address
  - ✓ Telephone Number
  - ✓ Authorization Status
  - ✓ Store Type

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## Vendor Confidentiality continued

- All requests for any other information deemed confidential need to be submitted to the WIC Vendor Unit.
- The NC WIC Program must restrict the use or disclosure of confidential information to:
  - ✓ Persons directly connected with the administration or enforcement of the WIC Program or SNAP
  - ✓ Persons directly connected with the administration or enforcement of any Federal or State law or local law or ordinance
  - ✓ Must have written agreement in place

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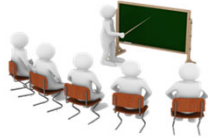
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# The Application Process

Guiding Stores to Become  
Authorized WIC Vendors

Effective October 1, 2024



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## 2024 - 2025 Steps to Authorization

1. Assess eWIC Readiness
  - **Corporate contract, new applications:** Corporate stores will submit application directly to State WIC Agency through the Vendor Portal.
  - **Non-Corporate contract, vendor applicants:** Does store have an integrated system that is eWIC capable? If so:
    - Contact the State WIC Agency with the applicant's email form. The State WIC Agency will provide the applicant an application through DocuSign.

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## Steps to Authorization

2. If applicant does not have an integrated system and will require a stand-beside device
  - Inform applicant that they will be responsible for establishing the equipment lease and paying all associated costs for the stand-beside equipment they obtain to transact eWIC.
    - If applicant agrees to lease the equipment – contact the State WIC Agency with the applicant's email form. The State WIC Agency will provide the applicant an application through DocuSign.
    - If the applicant does not want to pay the designated costs and fees - there is no need to continue with the authorization process.

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**Steps to Authorization continued**

- Orientation and review of module
  - New applicants are to be trained face-to-face
- Completion of forms
  - Local WIC Agency should thoroughly review and have corrections made, as necessary, prior to signing documents in DocuSign
  - If corrections are needed:
    - A second DocuSign packet will be sent
  - If the **second** DocuSign packet needs corrections:
    - Print the complete packet from DocuSign
    - Have the vendor applicant correct the mistake(s) and initial
    - The process through DocuSign ends here if errors were made in the second packet
  - Mail or email the complete packet with the monitoring report and verification of attendance form to the State WIC Agency

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**Steps to Authorization continued**

- Pre-Authorization Monitoring
  - Monitoring Reports and Verification of Attendance (VOA) forms, will be mailed to the State WIC Agency by Local WIC Agency
  - When Local Agency staff receive the application in DocuSign, this is the signal to complete pre-authorization monitoring
- Forms will be sent to State WIC Agency for processing via DocuSign.
  - Vendor Agreement - ending date **9/30/2027** and *Terms of Vendor Agreement* will be provided in DocuSign.
  - Copies of all signed forms will be sent to all parties once all signatures, including State Agency staff have been captured.

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**Steps to Authorization continued**

- Once the State WIC Agency has determined that the vendor applicant will be authorized, they will contact FIS.
  - FIS will perform a full analysis of the vendor applicant's cash register system, including the potential need for stand-beside equipment and get the necessary deposit for equipment and lease agreement in place.

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**Steps to Authorization continued**

- State WIC Agency staff will complete L3 certification testing once stand-by equipment has been received by the vendor and the vendor has been trained
- State WIC Agency staff will complete L3 certification testing for vendor applicants with an integrated cash register system, once the cash register system has been approved by FIS

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**Steps to Authorization continued**

- Completion of Orientation

  - If vendor is authorized to become a NC WIC vendor, the State WIC Agency will provide the Local WIC Agency the vendor ID
  - Local WIC Agency staff should provide vendor with enough NC WIC Vendor Transaction guides for every cash register.
  - Review transaction procedures

**\*DO NOT INFORM VENDOR THAT THEY ARE AUTHORIZED UNTIL YOU HAVE RECEIVED CORRESPONDENCE FROM THE STATE WIC AGENCY.**

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**FORMS**  
**Who Gets What?**

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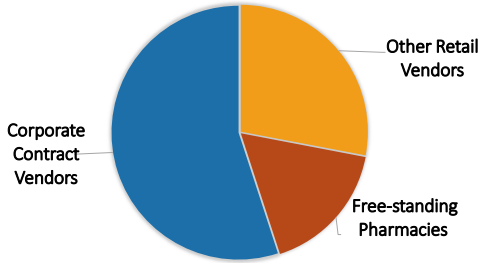
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## Vendor Types




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## Applicants Under Corporate Contract



**Application completed by corporate offices through the Vendor Portal**



**Local WIC Agencies to give Corporate Contract applicants:**

- Verification of Attendance form
- Vendor Manual

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## Retail Vendor Applicants (Non-Corporate Contract)

**Local Agency staff provide:**

1. Email Verification form
2. Verification of Attendance form
3. Vendor Manual
4. NC WIC Vendor Transaction Guide(s) (if updated and available)



**Document's applicants receive through DocuSign:**

1. Vendor Agreement + Terms of Vendor Agreement
2. Vendor Application
3. Price List
4. Above Fifty-Percent Vendor Self Declaration Form
5. Vendor Site Survey – eWIC Project
6. Any relevant memos

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## Pharmacies **NOT** Under Corporate Contract

### Local Agency staff provide:

1. Email verification Form
2. Verification of Attendance Form
3. Vendor Manual
4. NC WIC Vendor Transaction Guide(s) (if updated and available)

### Document's applicants receive through DocuSign:

1. Vendor Agreement + Terms of Vendor Agreement for Free-standing Pharmacies
2. Vendor Application
3. WIC Price List for Free-Standing Pharmacies
4. Cost Containment Exemption Form
5. Vendor Site Survey – eWIC Project
6. Any Relevant Memos

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## Vendor Agreement

- Please note, the Local Agency representative signing Vendor Agreements should only be the Health Director, WIC Director, or Nutrition Director when there is not a specific WIC Director.
- Vendor Coordinators or Processing Assistants cannot sign the Vendor Agreement.

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## Page 5 Signature

After reviewing the application for completeness, the Vendor Coordinator or Processing Assistant will sign page 5.

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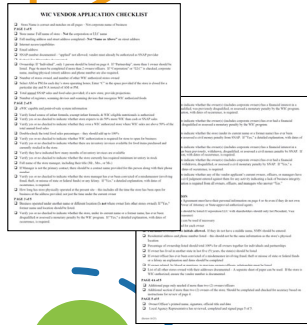
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# WIC Vendor Application Checklist

- Vendor Coordinators may provide vendor applicants with the WIC Vendor Application Checklist.
- This checklist may help lessen errors made by applicants.




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# ID Requirement

The State WIC Agency requires new vendor applicants to provide a valid copy of their (the owners) driver's license or state issued ID.

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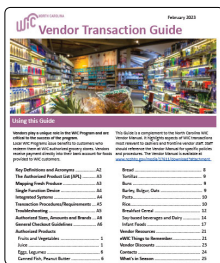
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# Vendor Transaction Guide




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## Local WIC Agency's Responsibilities



After signing the application document in DocuSign, **mail** or email the training **Verification of Attendance (if you had not already done so), Monitoring Report and copy of the new vendor applicants (owners) valid state issued ID** to the State WIC Agency. The Vendor Agreement, Application, Price List, Above 50% Self-declaration form/Cost Containment Exemption form and Vendor Site Survey – eWIC Project will be received by the State WIC Agency in DocuSign after Local WIC Agency staff has signed.

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## Local WIC Agency's Responsibilities continued



### After State WIC Agency Approval and L3 Certification is Completed:

- Provide Vendor ID to vendor
- Ensure the vendor has received copies of the WIC Vendor Agreement, Application, Price List, Above 50% Self-declaration form or Cost Containment Exemption and Vendor Site Survey – eWIC Project form via email.

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## Local WIC Agency's Responsibilities continued

### • WIC Shelf Tags

- Identify WIC-approved foods
  - Decreases confusion for WIC customers when selecting food items
- For vendors that do not have shelf tags that include WIC information already



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## Local Agency Vendor Triage Form

- Purpose
  - To help Local Agency staff ask the right questions when participants report an issue involving a vendor during an eWIC transaction
  - Still continue to use the standard Customer Service Issues form for all non eWIC- related complaints or issues




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## Local Agency Vendor Triage Form

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## Local Agency Vendor Triage Form

- Fillable form available at: [Vendor Triage Form](#)
- Please scan and send the Local Agency Vendor Triage Form along with any copies of the receipts to the following email address: [NCWICVendorQuestions@dhs.nc.gov](mailto:NCWICVendorQuestions@dhs.nc.gov)
- This email address is checked daily, a Vendor Consultant will be in contact with you.
- We strongly encourage Local Agency staff to keep a copy for their records.

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For Technical Assistance

- Heather Dingess – (919) 707-5738  
[Heather.Todaro@dhhs.nc.gov](mailto:Heather.Todaro@dhhs.nc.gov)
- Jasmine Martin – (919) 707-5748  
[Jasmine.Martin@dhhs.nc.gov](mailto:Jasmine.Martin@dhhs.nc.gov)
- Lokia J. Sims – (919) 707-5747  
[Lokia.Jones@dhhs.nc.gov](mailto:Lokia.Jones@dhhs.nc.gov)

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# Vendor Routine Monitoring

Effective October 1, 2024



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## What is Routine Monitoring?

- Unannounced, on-site visits to authorized vendors as a means to check compliance with WIC Program regulations
- Required by federal regulations
- Supports integrity of the WIC Program and protects against fraud
- Completed by Local WIC Agency staff



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## Basic Components of Monitoring

- Check pharmacy services for exempt infant formulas, (where applicable)
- Review invoices/receipts for infant formula sources
- Review vendor procedures for eWIC and split tender transactions



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## Basic Components of Monitoring continued

- Ensure eWIC equipment accessibility and compliance with minimum lane coverage criteria
- Review quality of service and treatment of WIC customers
- Does the vendor need follow-up training?
- Assure required minimum inventory is available, fresh and clearly marked with shelf price




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North Carolina Department of Health and Human Services  
 Division of Child and Family Wellbeing  
 Community Services Services Section  
 1724 Mail Service Center  
 Raleigh, NC 27619-1714

Pre-authorization       Routine  
 Second Pre-authorization       Follow-up  
 Special Request

**WIC VENDOR MONITORING REPORT**  
 WIC Program Name (or abbreviation): \_\_\_\_\_ WIC Vendor Name & Store #: \_\_\_\_\_  
 Vendor Number: \_\_\_\_\_ Date of Visit: \_\_\_\_\_ Client Store Manager's Name: \_\_\_\_\_

### The 5 Different Types of Monitoring Visits

1. Pre-authorization
  - **Only** type of monitoring visit that is announced
2. Second Pre-authorization
3. Routine
4. Follow-up
5. Special Request

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## 1. Pre-authorization

### Retail Vendors complete sections:

- I. Pharmacy Services, (when applicable)
- II. Infant Formula Source(s)
- III. Vendor Procedures (review only)
- V. Inventory
- VII. Findings

### Pharmacy Vendors complete sections:

- I. Pharmacy Services
- II. Infant Formula Source(s)
- III. Vendor Procedures (review only)
- VII. Findings

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## 2. Second Pre-Authorization

- **Hold** the first pre-authorization monitoring report if vendor applicant fails
- Complete the second Pre-Authorization monitoring report within 14 days
- Mail **both** reports at the same time to the State WIC Agency



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## 3. Routine

- **Routine Monitoring Requirements:**
  - Monitor at least 1/3 of all vendors each year
  - Each vendor must be monitored at least once every 3 years
  - Annual monitoring is required for vendors with 2 or more occurrences of any violation/sanction in the previous year or a recent disqualification
  - New vendors by the end of the following Federal fiscal year must be monitored
- **Note: Mail reports within 2 days of monitoring visit**

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## 3. Routine continued

- **Note Regarding Sanctions:**
  - Sanctions (each occurrence of a violation) remain on a vendor's record for 1 year after the date of visit
    - If you monitored store XYZ on April 15<sup>th</sup> last year and they passed the monitoring visit, **do not** monitor the store before April 15<sup>th</sup> this year
      - **Important if they had any sanctions last year, prior to the clean visit**
  - As a general rule, monitor a year plus a day after the last monitoring visit
    - In certain instances, there are exceptions to this rule, especially as the date approaches September 30<sup>th</sup>. For further explanation, contact your Vendor Consultant

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## 4. Follow-up Monitoring

- Follow-up when deficiencies are found
- Complete within 21 days
  - If follow-up cannot be done, document in vendor's record
- Continue until vendor has no deficiencies or reaches the point of disqualification
- **DO NOT** complete a follow-up monitoring visit for a vendor before receiving a copy of the Notice of Violation (NOV) for the prior visit. If you do not receive a copy of NOV letter within two weeks of sending the monitoring report to the State Agency, contact your Vendor Consultant

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## 4. Follow-up Monitoring continued



- If a vendor reaches the point of disqualification:
- **DO NOT** continue to go back for additional monitoring visits
- The Community Nutrition Services Section will request participant hardship information
- Vendor may be disqualified or be assessed a civil money penalty

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## 5. Special Request Monitoring



- Must monitor within 7 days when requested by Community Nutrition Services Section

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## Monitoring Toolbox Items

- Official agency name badge
- Clipboard
- **Current year** WIC Vendor Monitoring Report
- Blank WIC Vendor Information Update forms
- Approved Infant Formula Source List
- Vendor Quarterly Redemption Report
- State Vendor Consultant's phone number
- Your business card or contact information
- Copy of instructions for completing Monitoring Report

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## Stop!




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## 8 Steps to a Successful Monitoring



### Prepare

Prepare as much of the monitoring report in your office and check for accuracy



### Take

Take your monitoring "toolbox"



### Check in

Check in with manager and ask for formula receipts



### Complete

Accurately complete Section V, the inventory check, on page 2 of the report.

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## 8 Steps to a Successful Monitoring continued



### Review

Review formula receipts and document findings in Section II



### Discuss

Discuss findings with manager and complete Section VI: Quality of Service



### Complete

Complete and sign Monitoring Visit Findings



### Mail

Mail report to State WIC Agency within **2 days** of visit

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## 2024-2025 Monitoring Report-Page 1

South Carolina Department of Health and Human Services  
Division of Child and Family Wellbeing  
Child Support Enforcement Section  
1114 Main Street, Suite 200  
Columbia, SC 29201-1114

Pre-Verification     Routine  
 Renewal Pre-Verification     Follow-up  
 Special Request

**WIC VENDOR MONITORING REPORT**

Vendor Name: \_\_\_\_\_ WIC Vendor Number: \_\_\_\_\_  
 Vendor Address: \_\_\_\_\_ State of Vendor: \_\_\_\_\_ Central Office Telephone: \_\_\_\_\_

**I. PHARMACY SERVICES** (check applicable)  
 (Monitoring for services completed page two only)  
 Vendor opens to accept foreign funds within 24 or 48 hours of request from Local WIC agency?  
 Yes     No     Not applicable

**66. PHARMACY FORMS** (check applicable)  
 a. Are all WIC forms in use? (Check all that apply)  
 Yes     No     Not applicable  
 b. Are all WIC forms in use? (Check all that apply)  
 Yes     No     Not applicable

**II. VENDOR PROCEDURES** (check applicable)  
 Vendor procedures are WIC compliant.  
 Vendor procedures do not comply with WIC requirements. (Specify below the participant)  
 Vendor procedures do not comply with WIC requirements. (Specify below the participant)  
 Vendor procedures do not comply with WIC requirements. (Specify below the participant)

**III. WIC EQUIPMENT** (check applicable)  
 Vendor has equipment in use.  
 Vendor does not have equipment in use.  
 Vendor does not have equipment in use.

**IV. QUALITY OF SERVICE** (check applicable)  
 Vendor provides quality service.  
 Vendor does not provide quality service.  
 Vendor does not provide quality service.

**V. OTHER** (check applicable)  
 Vendor provides other services.  
 Vendor does not provide other services.  
 Vendor does not provide other services.

**VI. SIGNATURES**  
 WIC Monitor: \_\_\_\_\_ Title: \_\_\_\_\_  
 Vendor Representative: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

Routing: WIC Agency - State WIC Office    Vendor Copy - Local WIC Office    Post Copy - WIC Vendor    Page 1 of 2

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## Monitoring Free-standing Pharmacies



Complete only Page 1 of the Vendor Monitoring Report



Section V on Page 2 **should not** be completed for free-standing pharmacies

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### Section I Pharmacy Services

“Vendor agrees to supply exempt formula within 24-48 hours of request from Local WIC Agency.”

Document

- Yes
- No
- Not Applicable

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### Section I Pharmacy Services continued

- Corporate grocery stores that have participating pharmacies include:
  - Food Lion
  - Harris Teeter
  - Ingles
  - Lowes
  - Publix
  - Walmart
- Local Agency staff are required to check that the pharmacies located within these stores, are supplying formula upon request.

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### Section II Infant Formula Sources

- Vendor must provide receipts from an approved infant formula source
- Document ‘Approved Supplier,’ ‘Not Approved Supplier’ or ‘Vendor Unable to Produce Infant Formula Receipts’
- If vendor is unable to produce infant formula receipts, document when the vendor intends to produce the receipts: Must be within 21days
- If vendor is unable to produce infant formula receipts within 21 days of monitoring visit, it is considered a deficiency, even if no other deficiencies are noted within the monitoring visit

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## Section III Vendor Procedures

Review the following:

Cashier procedure for eWIC transactions



Cashier procedure for split tender



Procedure for reporting problems with participants and eWIC transactions

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## Section IV eWIC Equipment

### IV. eWIC EQUIPMENT (See criteria listed on back of this page)

- Ensure that equipment used to transact eWIC is accessible to the WIC participant

Number of eWIC POS terminals:

- Meets minimum lane coverage criteria
- Does not meet minimum lane coverage criteria

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## Minimum Lane Coverage Guidelines for Superstores and Supermarkets

# Of Terminals	Monthly Redemption Threshold
1	\$0- \$11,000
2	\$11,001- \$22,000
3	\$22,001- \$33,000
4	\$33,001 and above

- 1 Point-of-Sale (POS) terminal is required for every \$11,000 in average monthly WIC redemption

- Up to a total of 4 POS terminals or the number of lanes, whichever is less

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## Minimum Lane Coverage Guidelines for All Other Vendors

- 1 Point-of-Sale (POS) terminal is required for every \$8,000 in monthly redemption total
- Up to 4 POS terminals or the number of lanes in the location, whichever is less

# of Terminals	Monthly Redemption Threshold
1	\$0 - \$8,000
2	\$8,001 - \$16,000
3	\$16,001 - \$24,000
4	\$24,001 & above

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## Minimum Lane Coverage Exercise

- **Question**
- Vendor has \$25,000.00 in WIC Redemption
- Vendor has 1 cash register
- Vendor has 1 POS terminal
- Does this meet minimum lane coverage criteria?

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## Minimum Lane Coverage Exercise

- **Answer**
- Yes
- Vendor meets minimum lane coverage
- Vendor only has 1 cash register/lane
- Vendor has 1 POS terminal
- WIC cannot require a vendor to have multiple cash registers/lanes because of their redemption
- If they had more registers/lanes, up to 4 would have to be eWIC capable

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## Minimum Inventory Requirements

Required Food item, Size and Quantity	Type
Fluid Milk	2 gallons Whole fluid: gallon
	6 gallons Skim/Low Fat fluid: gallon
Cheese	2 packages 1 pound package
Eggs	2 dozen
Cereals	6 packages total combined 2 types, Min. size: 12-ounces Refer to UPC listing-Whole Grain Only
	4 containers Single strength, 64-ounce container
Juices	4 containers Single strength, 48-ounce container
Dried Peas and Beans	2 packages 1 pound package
Peanut Butter	2 containers 16 to 18- ounce container

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## Minimum Inventory Requirements Cont.

Required Food item, Size and Quantity	Type
Infant Cereal	6 boxes 8-ounce box
	8 cans Milk-based, Powder, 11.0 to 14.0-ounces (Brand must be primary Contract Formula)
Infant Formula	4 cans Soy-based, Powder, 11.0 to 14.0 ounces (Brand must be primary Contract Formula)
Infant Fruits & Vegetables	64 ounces 3.5 or 4-ounce container 1 type fruit and 1 type vegetable
Tuna	6 cans 5 to 6-ounce can
Rice	2 packages 14 to 16-ounce package
Bread/Tortillas	2 loaves or packages or 1 loaf and 1 package 16- ounce loaf of bread or package of tortillas
Fruit	10 cans total combined 2 varieties- 14 to 16 ounce can without added sugar, fats, oils or salt
Vegetable	10 cans total combined 2 varieties- 14 to 16 ounce can without added sugar, fats or oils

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## Whole Grain Cereal and Minimum Inventory

- Only whole grain cereal can count towards minimum inventory.
- Some non-whole grain cereal are currently listed on the authorized product list (APL) and allowed for purchase; however, they **cannot** be counted toward minimum inventory. These include:

- Rice Krispies (various brands)
- Corn Flakes (various brands)
  - Special K
  - Corn Chex
  - Rice Chex
- Cinnamon Chex
- Blueberry Chex




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# Inventory Questions

- Do I see the required item?
- Do I see the correct types/varieties?
- Are the items the proper size?
- Do the items have a valid expiration date?
- How many items within date are present?
- Does the number of items meet required minimum inventory?
- Is there a shelf price on the required item?

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# Is there a shelf price visible?

- Price can be on the:
  - Shelf
  - Display case
  - Item itself- **Must be on ALL items**




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# Documenting Prices

WIC Vendor Name and Store:		Vendor Number:		Date:		
V. INVENTORY OF WIC APPROVED FOODS						
Require of Food Item, Size and Quantity	Type(s)	Quantity of Stock	Current Shelf Price, Price of Tagged Item	Barcode and or Type	Valid Expiration Date or "Best By" Date	Required Foods, Size, Quantity, and any Additional Comments
<b>V. INVENTORY OF WIC APPROVED FOODS</b>						
1. Infant Food Item	Infant	Quantity	Price of Tagged Item	Barcode	Valid Expiration Date	Required Foods, Size, Quantity, and any Additional Comments
2. Infant Formula	Infant	Quantity	Price of Tagged Item	Barcode	Valid Expiration Date	Required Foods, Size, Quantity, and any Additional Comments
3. Baby Food	Baby	Quantity	Price of Tagged Item	Barcode	Valid Expiration Date	Required Foods, Size, Quantity, and any Additional Comments
4. Baby Formula	Baby	Quantity	Price of Tagged Item	Barcode	Valid Expiration Date	Required Foods, Size, Quantity, and any Additional Comments
5. Baby Food	Baby	Quantity	Price of Tagged Item	Barcode	Valid Expiration Date	Required Foods, Size, Quantity, and any Additional Comments
6. Baby Formula	Baby	Quantity	Price of Tagged Item	Barcode	Valid Expiration Date	Required Foods, Size, Quantity, and any Additional Comments
7. Baby Food	Baby	Quantity	Price of Tagged Item	Barcode	Valid Expiration Date	Required Foods, Size, Quantity, and any Additional Comments
8. Baby Formula	Baby	Quantity	Price of Tagged Item	Barcode	Valid Expiration Date	Required Foods, Size, Quantity, and any Additional Comments
9. Baby Food	Baby	Quantity	Price of Tagged Item	Barcode	Valid Expiration Date	Required Foods, Size, Quantity, and any Additional Comments
10. Baby Formula	Baby	Quantity	Price of Tagged Item	Barcode	Valid Expiration Date	Required Foods, Size, Quantity, and any Additional Comments
11. Baby Food	Baby	Quantity	Price of Tagged Item	Barcode	Valid Expiration Date	Required Foods, Size, Quantity, and any Additional Comments
12. Baby Formula	Baby	Quantity	Price of Tagged Item	Barcode	Valid Expiration Date	Required Foods, Size, Quantity, and any Additional Comments
13. Baby Food	Baby	Quantity	Price of Tagged Item	Barcode	Valid Expiration Date	Required Foods, Size, Quantity, and any Additional Comments
14. Baby Formula	Baby	Quantity	Price of Tagged Item	Barcode	Valid Expiration Date	Required Foods, Size, Quantity, and any Additional Comments
15. Baby Food	Baby	Quantity	Price of Tagged Item	Barcode	Valid Expiration Date	Required Foods, Size, Quantity, and any Additional Comments
16. Baby Formula	Baby	Quantity	Price of Tagged Item	Barcode	Valid Expiration Date	Required Foods, Size, Quantity, and any Additional Comments
17. Baby Food	Baby	Quantity	Price of Tagged Item	Barcode	Valid Expiration Date	Required Foods, Size, Quantity, and any Additional Comments
18. Baby Formula	Baby	Quantity	Price of Tagged Item	Barcode	Valid Expiration Date	Required Foods, Size, Quantity, and any Additional Comments
19. Baby Food	Baby	Quantity	Price of Tagged Item	Barcode	Valid Expiration Date	Required Foods, Size, Quantity, and any Additional Comments
20. Baby Formula	Baby	Quantity	Price of Tagged Item	Barcode	Valid Expiration Date	Required Foods, Size, Quantity, and any Additional Comments

- Document the price of WIC items

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### Valid Expiration Date?

- Items may have:
  - A code
  - A date
  - Nothing
- Date, when available, must be valid
- Count only items within valid ration date toward required minimum inventory
- Check dates prior to counting and documenting inventory



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### Documenting "Type"

- Only Fruits, Vegetables, Adult Breakfast Cereals, and Infant Fruits and Vegetables require a "Type" to be documented
- Remember - Canned Beans (Legumes) are **NOT** a vegetable



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### Documenting Quantity

- Document quantity of approved items on shelf in the "Quantity In Stock" column
  - Items must have valid expiration dates only
  - Can use "+" system
  - must document "minimum #" then "+"
- Example:
  - Required Quantity = 4 containers of 64 oz juice
    - Vendor has allowed brands of 3 Orange, 1 Grape, and 2 Apple Juice
  - Document "4+" in "Quantity in stock" column
  - Not necessary to document each flavor individually

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### Minimum Inventory Requirements Met?

If yes, document the amount in "Quantity in Stock" column

If no, document the deficiency in the "Shortage" column

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#### Required

- 2 types and 10 cans total combination of fruit

#### In Stock

- 5 cans of peaches

#### Deficiency

- 5 cans and 1 type

### Documenting Quantity and Type Deficiencies

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#### Required

- 2 types and 6 packages Cereal – whole grain only

#### In Stock

- 4 approved size boxes Honey Kix
- 1 approved size box Cheerios

#### Deficiency

- 1 box cereal
- write "1" in the shortage column
- It is not necessary to write "box"

### Documenting Quantity Only Deficiencies

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## Documenting Expired Foods

- Always Document **ALL** 4 components
  - Size, Type, Quantity, Date
  - Sanctions **cannot** be assessed if a component is missing
- If **ALL** items on the shelf are expired
  - “—” should be documented in all columns including the “Valid Expiration Date” column and the shortage should be documented
  - Document the expired items in the “Expired Foods” column



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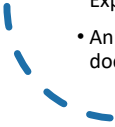
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## Documenting Expired Foods Individual Types

- **If some items on shelf have a valid date and some do not**
  - “NO” – should be documented in the “Valid Expiration Dates” column
  - An occurrence cannot be assessed if “Yes” is documented



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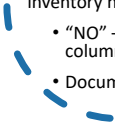
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## Documenting Expired Foods Combined Types

- If both types counted toward required minimum inventory have valid dates
  - “YES” should be documented in the “Valid Expiration Date” column by both types
- If some of the same type counted toward required minimum inventory have a valid date and some do not
  - “NO” – should be documented in the “Valid Expiration Dates” column
  - Document the expired items in the “Expired Foods” column



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## Section VII Monitoring Visit Findings

- Section VII-A: 'No deficiencies' found
  - Authorized Vendor Representative and the WIC Monitor sign, document their title and date their signature
- Section VII-B: 'Deficiencies found'
  - Vendor must document their plan and time frame to correct any deficiencies documented on the report in Section B
    - Plan must be written in English
  - Authorized Vendor Representative and the Local WIC Agency Monitor sign, document their title and write in the date
  - Local WIC Agency Monitor must document their phone number and e-mail address

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## State Vendor Sanctions

The number of occurrences are documented for each violation

The vendor will receive one occurrence for each violation found during the monitoring visit

**\*\*Cannot assess two violations for the same item. Most punitive sanction executed.**

A vendor may be disqualified for a certain number of occurrences of a violation. Disqualification periods for violations committed vary.

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## State Vendor Sanctions

Violations	Disqualification Period
Three occurrences within a 12-month period of failure to stock the minimum inventory	180 days
Three occurrences within a 12-month period of stocking WIC supplemental foods outside of the manufacturer's expiration dates	90 days
Three occurrences within a 12-month period of failure to mark the current shelf prices of all WIC supplemental foods on the foods or have the prices posted on the shelf or display case.	60 days

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Checklist

### Local Agency Reminders

- Ensure that the **current year's** forms are used
- Use your Monitoring Toolbox
- Mail complete reports to the State Agency within **2 business days**
- Monitoring instructions are in your Vendor Training Local WIC Agency Staff binder
- Rejected reports will not be counted towards your 1/3 requirement
- Call your Vendor Consultant with questions

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### Vendor Monitoring Assistance

- Lakia J. Sims – (919) 707-5747  
• [Lakia.Jones@dhhs.nc.gov](mailto:Lakia.Jones@dhhs.nc.gov)
- Jasmine Martin – (919) 707-5748  
• [Jasmine.Martin@dhhs.nc.gov](mailto:Jasmine.Martin@dhhs.nc.gov)
- Heather Dingess – (919) 707-5738  
• [Heather.Todaro@dhhs.nc.gov](mailto:Heather.Todaro@dhhs.nc.gov)

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### QUESTIONS

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<https://www.ncdhhs.gov/ncwicfoods>

## WIC Approved Foods

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### WIC Approved Foods

NC WIC Program APL Updates

UPC Submission Process

WIC Approved Food Categories

Minimum Inventory Requirements



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### Authorized Product List (APL)

NC WIC Approved Products Nutrition Criteria

Universal Product Code (UPC) Submission

NC WIC APL

<https://www.ncdhhs.gov/ncwicfoods>

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## Milk

 **Unit of Measure = GAL (Gallon)**




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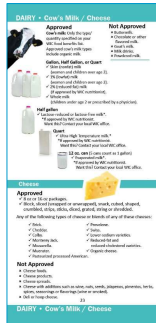
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## Cheese

 **Criteria for Approval**

- ✓ Equivalent to one pound (16 oz.)
  - Package sizes of 8 oz. or 16 oz.
- ✓ Low-sodium varieties
- ✓ Reduced-fat/cholesterol varieties
- ✓ Regular or organic
- ✓ Types:
  - Cheddar (Mild, Medium, Sharp, Extra Sharp)
  - Monterey Jack
  - Colby
  - Mozzarella
  - Pasteurized Processed American
  - Muenster
  - Provolone
  - Swiss




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
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## Cheese

 **Unit of Measure = LB (Pound)**

One container = 16 oz. package  
or  
two 8 oz. packages




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## Yogurt

 **Unit of Measure** = CTR (Container)/Quart

One container = 32 oz. package  
or  
two 16 oz. packages




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## Juice

 **Criteria for Approval**

- ✓ Frozen or Shelf-stable Concentrate
  - 11.5 to 12 oz. containers
- ✓ Single Strength
  - 48 oz. and 64 oz. containers
- ✓ 100% fruit or vegetable juice or blends
  - unsweetened and pasteurized
- ✓ Fortified with Calcium, Vitamin D or Vitamin C
- ✓ Contains >30mg of Vitamin C per 100 mL
- ✓ Plastic, glass, cans or refrigerated paper cartons
- ✓ Regular or organic

Approved	Not Approved
<ul style="list-style-type: none"> <li>✓ 100% fruit or vegetable juice or blends</li> <li>✓ Unsweetened and pasteurized</li> <li>✓ Fortified with Calcium, Vitamin D or Vitamin C</li> <li>✓ Contains &gt;30mg of Vitamin C per 100 mL</li> <li>✓ Plastic, glass, cans or refrigerated paper cartons</li> <li>✓ Regular or organic</li> </ul>	<ul style="list-style-type: none"> <li>• Juice with added sugars</li> <li>• Juice with added artificial flavors</li> <li>• Juice with added colors</li> <li>• Juice with added preservatives</li> <li>• Juice with added stabilizers</li> <li>• Juice with added vitamins</li> <li>• Juice with added minerals</li> <li>• Juice with added electrolytes</li> <li>• Juice with added antioxidants</li> <li>• Juice with added probiotics</li> <li>• Juice with added enzymes</li> <li>• Juice with added nutrients</li> <li>• Juice with added vitamins</li> <li>• Juice with added minerals</li> <li>• Juice with added electrolytes</li> <li>• Juice with added antioxidants</li> <li>• Juice with added probiotics</li> <li>• Juice with added enzymes</li> <li>• Juice with added nutrients</li> </ul>

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## Juice

 **Unit of Measure** = CTR (Container)

*Food Packages: V, VI, VII, VII+ (III)  
Pregnant, Postpartum, and Breastfeeding Woman*

- One container = 48 fluid oz.**
- 48 oz. single strength
  - 11.5-12 oz. concentrate

*Food Package: IV (III)  
Child*

- One container = 64 fluid oz.**
- 64 oz. single strength




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## Bread/Buns/Rolls

### Criteria for Approval

- ✓ 16 ounce loaf
- ✓ 100% whole-grain and/or whole-wheat bread/Buns/Rolls
- ✓ Regular or organic




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## Tortillas

### Criteria for Approval

- ✓ 16 ounce package
- ✓ Soft corn tortillas (yellow or white)
- ✓ Whole wheat tortillas
- ✓ Regular or organic




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## Brown Rice

### Criteria for Approval

- ✓ 14 to 16 ounce bag or box
- ✓ Plain, whole grain brown rice
- ✓ Instant, quick or regular cooking
- ✓ Regular or organic




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## Whole Wheat Pasta

### Criteria for Approval

- ✓ 16 ounce packages
- ✓ 100% whole grain and/or whole wheat
- ✓ All shapes
- ✓ Regular or organic




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## Whole Grain Barley/Bulgur/Oats

### Criteria for Approval

- ✓ 14 to 16 ounce bag or box
- ✓ Plain, whole grain barley/bulgur/oats
- ✓ Instant, quick or regular cooking
- ✓ No added sugars, fats, oils, or salt
- ✓ Regular or organic




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## Whole Grains

Unit of Measure = OZ (Ounce)



13520438 thru 4242018	135204538	\$27.00	\$\$\$	Fruit and Vegetables
	135204538	3.75	GAL	Whole Milk
	135204538	1	CTR	Cheese
	135204538	3.25	GAL	Lactose Free Skim & 1% HGL
	135204538	4	CTR	Tolu 14-16oz Pkg
	135204538	4	CTR	Juice 8.4 oz 3/Pkg
	135204538	80	OZ	WW Bread or Whole Grains

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## Peanut Butter

### Criteria for Approval

- ✓ 16 to 18-ounce container
- ✓ Regular or less sugar, salted or unsalted
- ✓ Regular or reduced-fat varieties
- ✓ Plain, creamy, crunchy or chunky
- ✓ Regular, "natural", or organic



PROTEIN - Peanut Butter	
<b>Approved</b>	<b>Not Approved</b>
<ul style="list-style-type: none"> <li>✓ 16 to 18-ounce container</li> <li>✓ Regular or less sugar, salted or unsalted</li> <li>✓ Regular or reduced-fat varieties</li> <li>✓ Plain, creamy, crunchy or chunky</li> <li>✓ Regular, "natural", or organic</li> </ul>	<ul style="list-style-type: none"> <li>✗ Added sweeteners</li> <li>✗ Added salt</li> <li>✗ Added hydrogenated oils</li> <li>✗ Added artificial flavors</li> <li>✗ Added artificial colors</li> <li>✗ Added preservatives</li> <li>✗ Added other additives</li> </ul>

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## Beans, Peas, Lentils, and Peanut Butter

### Unit of Measure = CTR (Container)

One container Beans/Peas or Peanut Butter =



OR



OR



PROTEIN - Peanut Butter	
<b>Approved</b>	<b>Not Approved</b>
<ul style="list-style-type: none"> <li>✓ 16 to 18-ounce container</li> <li>✓ Regular or less sugar, salted or unsalted</li> <li>✓ Regular or reduced-fat varieties</li> <li>✓ Plain, creamy, crunchy or chunky</li> <li>✓ Regular, "natural", or organic</li> </ul>	<ul style="list-style-type: none"> <li>✗ Added sweeteners</li> <li>✗ Added salt</li> <li>✗ Added hydrogenated oils</li> <li>✗ Added artificial flavors</li> <li>✗ Added artificial colors</li> <li>✗ Added preservatives</li> <li>✗ Added other additives</li> </ul>

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## Fish

### Criteria for Approval

- ✓ 5 to 6-ounce cans or foil packs
- ✓ Plain, unseasoned pink salmon
  - with or without bones
- ✓ Chunk-light tuna packed in water
- ✓ Regular or organic



### Unit of Measure = OZ (Ounce)

PROTEIN - Fish, Eggs, Legumes	
<b>Classified Fish for fish manufacturing sources</b>	
<b>Approved</b>	<b>Not Approved</b>
<ul style="list-style-type: none"> <li>✓ 5 to 6-ounce cans or foil packs</li> <li>✓ Plain, unseasoned pink salmon</li> <li>✓ Chunk-light tuna packed in water</li> <li>✓ Regular or organic</li> </ul>	<ul style="list-style-type: none"> <li>✗ Added seasonings</li> <li>✗ Added preservatives</li> <li>✗ Added other additives</li> </ul>
<b>Eggs</b>	
<b>Approved</b>	<b>Not Approved</b>
<ul style="list-style-type: none"> <li>✓ 5 to 6-ounce cans or foil packs</li> <li>✓ Plain, unseasoned pink salmon</li> <li>✓ Chunk-light tuna packed in water</li> <li>✓ Regular or organic</li> </ul>	<ul style="list-style-type: none"> <li>✗ Added seasonings</li> <li>✗ Added preservatives</li> <li>✗ Added other additives</li> </ul>
<b>Legumes (beans, peas, lentils)</b>	
<b>Approved</b>	<b>Not Approved</b>
<ul style="list-style-type: none"> <li>✓ 16 to 18-ounce container</li> <li>✓ Regular or less sugar, salted or unsalted</li> <li>✓ Regular or reduced-fat varieties</li> <li>✓ Plain, creamy, crunchy or chunky</li> <li>✓ Regular, "natural", or organic</li> </ul>	<ul style="list-style-type: none"> <li>✗ Added sweeteners</li> <li>✗ Added salt</li> <li>✗ Added hydrogenated oils</li> <li>✗ Added artificial flavors</li> <li>✗ Added artificial colors</li> <li>✗ Added preservatives</li> <li>✗ Added other additives</li> </ul>

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## Infant Meats

### Criteria for Approval

- ✓ Plain meat with gravy or with broth
- ✓ 2.5-ounce containers, single or multi pack
- ✓ Regular or organic

 **Unit of Measure = OZ (Ounce)**




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## Infant Fruits & Vegetables

### Criteria for Approval

- ✓ Single ingredient fruit or blends of fruits
- ✓ Single ingredient vegetable or blends of vegetables
- ✓ Without added sugars, starches, or salt
- ✓ Combination of Infant fruits and vegetables
  - 2-ounce (2 pack),
  - 3.5-ounce or 4-ounce containers single or multi pack
- ✓ Regular or organic

 **Unit of Measure = OZ (Ounce)**




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## Shopping for Infant Foods

Food	Amount Listed	Is Equal To
Infant Fruits & Vegetables	<b>128 OZ</b>	<b>32</b> 2oz. 2-packs or 4-oz containers of infant fruits and vegetables.
		<b>18</b> 3.5oz. 2-pack containers of infant fruits and vegetables.
		<b>16</b> 4oz. 2-pack containers of Infant fruits and vegetables.
Infant Meats	<b>77.5 OZ</b>	<b>31</b> 2.5oz. containers of infant meats.

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## Fruits and Vegetables



**NOT Approved**

- Herbs used for flavoring
  - Infant fruits and vegetables\*
  - Mature legumes (dry or canned beans, peas, lentils)\*
  - Ornamental or decorative fruits or vegetables
  - Catsup or other condiments
  - Dried fruits or vegetables
  - Salsa
  - Sauerkraut
  - Pickled vegetables, olives
  - Fruit and/or vegetable juices\*
  - Fruit baskets
  - Fruit leathers and fruit roll-ups
  - Fruit or vegetable items on party trays
  - Fruit or vegetable items on salad bars
- \* See other approved criteria: 'Infant fruits and vegetables'; 'Beans, Peas, Lentils' and 'Juice'.

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Produce Mapping

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## Minimum Inventory Requirements

Food Category	Required Package Size	Required Quantity
Milk (Skim/1% Milk <b>AND</b> Whole Milk)	Gallons	Skim/1% milk = six (6) gallons Whole Milk = two (2) gallons  *2 types required*
Cheese	One (1) pound = 16 oz.	Two (2) pounds of one approved type
Juice (Single Strength*)  *concentrated juice does not have inventory requirement	48 oz. container <b>AND</b> 64 oz. container  *2 sizes required*	48 oz. container = four (4) containers 64 oz. container = four (4) containers
Cereal	12+ oz. package	Six (6) packages *required to have 2 types whole grain cereal*

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### Minimum Inventory Requirements

Food Category	Required Package Size	Required Quantity
Bread	16 oz. loaf of bread, 16 oz. package of tortillas	Two (2) loaves or packages <b>OR</b> One (1) loaf & one (1) package
Brown Rice	14 to 16 oz. package	Two (2) packages
Eggs	One (1) dozen	Two (2) packages
Beans, Peas, Lentils	One (1) pound dry beans, peas, lentils	Two (2) packages of dry beans, peas, lentils *Only one 1 (one) approved type required*
Peanut Butter	16 to 18 oz. containers	Two (2) containers
Fish	5 to 6 oz. containers	Six (6) cans

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### Minimum Inventory Requirements

Food Category	Required Package Size	Required Quantity
Infant Formula (contract milk-based <b>AND</b> soy-based powder infant formula)	11.0 – 14.0 oz. cans	Milk-based Infant Formula = Eight (8) cans Soy-based Infant Formula = Four (4) cans
Infant Cereal	8 oz. container	Six (6) boxes  *only one (1) approved type required*
Infant Fruits and Vegetables (Fruit <b>AND</b> vegetable)	3.5 to 4 oz. containers	64 ounces total (or ~16-18 containers)  *required to have one (1) type of fruit and one (1) type of vegetable*

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### Minimum Inventory Requirements

Food Category	Required Package Size	Required Quantity
Fruit (CVB) (Canned Fruit)	14 to 16 oz. can	10 cans * Two (2) varieties required*
Vegetable (CVB) (Canned Vegetables)	14 to 16 oz. can	10 cans * Two (2) varieties required*

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# North Carolina WIC Program Resources



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## Summary

The NC WIC Program offers a variety of nutritious foods as part of the Authorized Product List (APL).

The APL includes all approved products meeting the nutrition criteria for WIC foods and submissions for new products are considered on a continual basis.

Each supplemental food category has a specified 'unit of measure'.

Required minimum inventory of approved products ensures products are available to WIC customers.

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## Questions



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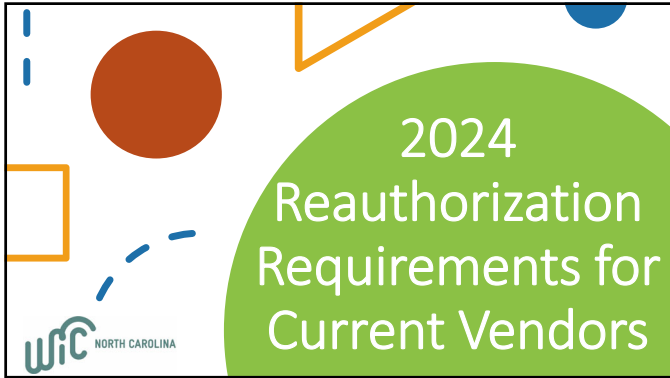
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### Training Format

**Provided by the Local WIC Agency**

- An invitation letter to designate times for vendor to complete training
- Agenda
- Email Verification Form
- Presentation Handout of Slides
- Verification of Attendance Form
- Vendor Manual – mailed to Local WIC Agency from State WIC Agency

**How Will Items be Provided to Vendors?**

- Vendor training will need to be held in person
- Training materials will be available on the Vendor webpage under Training Information  
<https://www.ncdhhs.gov/wicvendorsconnection#VendorTrainingInformation%E2%80%93Updated042822-3562>

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### Training Requirements

**Must offer two dates for:**

- Retail Reauthorization Training
- Pharmacy Reauthorization Training
- ✓ Submit your county's completed Training Invitation Letters on Local Agency letterhead to your Vendor Consultant via email by June 26, 2024

**Must offer a make-up date for vendors**

- Send make-up date certified mail
- File return receipt in vendor's folder

**5 items that must be printed:**

- Training Invitation Letter – **on Local Agency letterhead**
- Agenda – **on Local Agency letterhead**
- Verification of Attendance form – **on Local Agency letterhead**
- Email Verification Form
- Presentation Handout of Slides

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## Training Requirements continued

### If vendor fails to attend make-up training

- Forward a copy of make-up training invitation and return mailing receipt to State WIC Agency
- Vendor must still attend a training if they wish to remain a vendor
  - Failure to attend training will result in their WIC Vendor Agreement expiring as of October 1, 2024
  - Can reapply at a later date

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## Crossroads Training Date Requirement

- Training dates **must** be created in Crossroads
  - Webinar on setting up and documenting attendees in Crossroads can be found on the Conferences and Trainings webpage under Vendor Trainings
- Training should be set up for **your County** only
  - Type of training should be marked as **"Annual Interactive Training"**. Trainings will show up in the Vendor portal for corporate contract vendors corporate office representatives to know when agencies are having training
  - You will need to create the training event before you conduct training
- Training set up will be reviewed by state vendor consultants to ensure trainings have been set up for every agency
- Confirm attendance in Crossroads after vendors have attended training - **THIS IS REQUIRED!!**

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## Retention of Training Materials



Local WIC Agency must keep a file of training materials



File should include all physical training materials

Printed version of:

- Letter of Invitation – showing two dates for training
- Complete packet of all materials provided to vendors for training including a copy of the presentation speaker notes.

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## Non-Corporate Contract Vendors Receive:

- **Local Agency Provides**
  - Invitation Letter
  - Agenda
  - Presentation Handout of Slides
  - Vendor Manual
  - Verification of Attendance form
  - Email Verification Form
- **Via DocuSign-Vendors will Complete and Submit**
  - WIC Vendor Agreement – Terms of the Vendor Agreement
  - WIC Vendor Application
  - Above 50% Self-Declaration / Cost Containment Exemption
  - eWIC Update

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## Corporate Contract Vendors Should Receive:

- Invitation letter
- Agenda
- Presentation Handout of Slides
- Vendor Manual
- Verification of Attendance

Corporate Vendors include CVS, Food Lion, Harris Teeter, Ingles, Lowes Foods, Publix, Target, Walgreens and Wal-Mart.




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## Verification of Attendance Form

Insert or Print on Local Agency Letterhead

WIC Program Vendor Training Packet, Training 2019/2020  
Verification of Attendance

For use with a check off of items included in packet

Agenda

Presentation Handout of Slides

Vendor Manual

Additional items checked off of items included in the packet:

WIC Vendor Agreement and Terms of the WIC Vendor Agreement (PDF 2/01/2019)

WIC Vendor Application

Above 50% Self-Declaration Form

eWIC Update

Signature of Vendor:

Vendor Name and Address:

Signature of Vendor Representative:

Date:

- Vendors must check off ALL items they receive in their training packets on the "Verification of Attendance" form
- State Agency Staff will check off the DocuSign portion once reauthorization documents have been received and reviewed by State Staff.
- Vendor number **must** be documented on the form
- Signature of the vendor owner/ representative attending training ensures the receipt of forms, manual and training materials
- VOA should be printed on letterhead
  - **Only one form needed per vendor**

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## eWIC Update

Please complete the following form with the most updated information.

**Vendor Information**

Date: \_\_\_\_\_ Local WIC Agency Name: \_\_\_\_\_

Vendor Number: \_\_\_\_\_ Vendor Telephone Number: \_\_\_\_\_

Vendor Email Address: \_\_\_\_\_

**Point of Sale Information**

1. How do you process eWIC benefits?

Stand-Beside Device  Integrated System

2. If you use an integrated system for eWIC benefits, who is your Point of Sale provider and Third Party Processor?

Point of Sale Provider: \_\_\_\_\_ Third Party Processor: \_\_\_\_\_

3. If you are using a stand-beside device to process eWIC benefits, are you plan to upgrade to an integrated system? If yes, please provide the estimated time frame for the upgrade.

YES  NO

Estimated Time Frame for Integration Upgrade: \_\_\_\_\_

4. If you are using an integrated system, do you plan to upgrade your system or replace a new system in the next future? If yes, please provide the estimated time frame for the upgrade.

YES  NO

Estimated Time Frame for Integration Upgrade: \_\_\_\_\_

Print Vendor's Signature: \_\_\_\_\_

Date (MM/DD/YYYY): \_\_\_\_\_

- 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 19(e)

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## Consequences

- Vendors that do not complete training and the required forms by September 30, 2024:
  - On October 1, 2024, the vendor's authorization status will expire
  - No payment will be made to vendor for eWIC benefits after vendor authorization has expired**

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## Updating Information in Crossroads

- Forms for non-corporate contract vendors will come to Local Agency through DocuSign via email
  - Number of non-corporate contract vendors you have will be the number of different emails you receive
- Local WIC Agency staff **must** update information in Crossroads **prior to signing your name** in DocuSign and prior to submitting forms to the State WIC Agency - **THIS IS REQUIRED**
- Reminder: Owner's residential address
  - LA unable to make changes
  - State WIC Agency staff will make any necessary changes to an owner's address

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## Reauthorizing Vendors in Crossroads

Prior to updating anything in Crossroads these steps should be followed:

- Do a Vendor Search for all authorized vendors in your agency
- Click on the pencil icon  by the vendor you are reviewing and updating information for
- Under the Quick Links on the left side of the screen the link **"Reauthorize"** must be clicked for the **Vendor Authorization Check List** to appear with **STARS** by each area to review
  - Without this step the reauthorization process will not begin
  - *Only click on "Reauthorize" when you are reviewing that vendors forms not before. If the vendor does not complete training or the DocuSign forms their authorization will expire October 1 automatically*

**"Reauthorize" will not appear under the Quick Links until after July 1, 2024**

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## Required Forms

- **All** vendors submit after training
  - **Verification of Attendance**
  - **Email Verification Form**
- **Non-corporate contract** vendors submit through DocuSign
  - Agreement
  - Application
  - Above 50% Self-Declaration/Cost Containment Exemption
  - eWIC Update
- Corporate contract vendor applications are submitted through the Crossroads Vendor Portal

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## Deadlines to Submit Required Forms to the State WIC Agency



Required forms are due to the State WIC Agency **no later than August 9, 2024**



Make sure you schedule your trainings as soon as possible to allow time for vendors to complete and submit required forms. **You should not have your first training date after July 12, 2024**



Submit your county's completed Training Invitation Letters on Local Agency letterhead to your Vendor Consultant via email by **June 26, 2024**

Remember, forms are not being sent via DocuSign until Verification of Attendance and Emails Verification Forms have been received by the State WIC Agency

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## Copies of Forms for Vendor Files

- Copies of completed non-corporate vendor forms will be emailed to Local WIC Agencies and vendors via DocuSign after the State WIC Agency has completed required signatures
  - **Print copies only after receiving the email of the completed pdf files.**
- Copies of applications completed through the Vendor Portal for corporate contract vendors must be printed by the Local WIC Agency from Crossroads for your vendor files.
  - **Print application once the corporate office has completed. This will require notification from the State WIC Agency once all corporate applications are complete. Your vendor consultant will inform you when to print.**

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## 2024 – 2025 Vendor Training Materials

- Presentations will be made available on our website at <https://www.ncdhhs.gov/nc-wic-cacfp>
- Materials **mailed** to Local WIC Agencies
  - Vendor Manuals
- Materials **emailed** to Local WIC Agencies
  - Reauthorization Presentations
  - Invitation Letter
  - Agenda
  - Verification of Attendance Form
  - Email Verification Form

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- Heather Dingess (Todaro) – (919) 707-5738  
[Heather.Todaro@dhhs.nc.gov](mailto:Heather.Todaro@dhhs.nc.gov)
- Jasmine Martin – (919) 707-5748  
[Jasmine.Martin@dhhs.nc.gov](mailto:Jasmine.Martin@dhhs.nc.gov)
- Lakia J. Sims – (919) 707-5747  
[Lakia.Jones@dhhs.nc.gov](mailto:Lakia.Jones@dhhs.nc.gov)

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## Questions

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## Assurance of Civil Rights Compliance

The State Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C.2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.794), Age Discrimination Act of 1975 (42 U.S.C. 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) 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 (including gender identity and sexual orientation), or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS, and hereby gives assurances 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 consideration that is reduced for the purpose of assisting 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 the purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreement made in this assurance.

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## USDA Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at <https://www.usda.gov/sites/default/files/documents/USDA-CIVILRIGHTS-POP-Complaint-Form-0609-2007-508c11-28-1111a038a1.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:** U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
2. **fax:** (833) 256-1665 or (202) 690-7442; or
3. **email:** [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

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## VENDOR-RELATED RESOURCES FOR eWIC

### North Carolina's eWIC Processor: Fidelity Information Services (FIS)

Retailer Helpdesk (available 24 hours a day, 7 days a week): 844-230-0836

Email Address: [merchant.services.support@fisglobal.com](mailto:merchant.services.support@fisglobal.com)

### FIS EBT Merchant Services telephone number and services:

Tel: 1-800-894-0050

Hours of Operation: Monday-Friday from 8:00AM to 5:00 PM CT

- Assistance with merchant agreement
- Merchant web portal ([www.ebtedge.com](http://www.ebtedge.com)) questions/assistance
- Account changes/updates
- Balancing/Settlement/Billing questions

### The North Carolina WIC Program's eWIC website:

- [www.ncdhhs.gov/wicvendorsconnection](http://www.ncdhhs.gov/wicvendorsconnection)

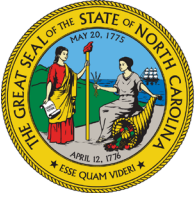
### USDA, FNS WIC EBT Technical Implementation Guide:

<https://fns-prod.azureedge.us/sites/default/files/wic/WICEBTTechicalImplementationGuide2018.pdf>

### Questions Regarding North Carolina eWIC policies and procedures:

Please email questions to [NCWICVendorQuestions@dhhs.nc.gov](mailto:NCWICVendorQuestions@dhhs.nc.gov)

**Questions regarding stand-beside devices or POS equipment, should be directed to FIS using the contact information listed above or the IT staff responsible for the maintenance of your integrated POS system.**



NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**

**ROY COOPER** • Governor

**KODY H. KINSLEY** • Secretary

**YVONNE COPELAND** • Director, Division of Child and Family Well-Being

March 31, 2023

**MEMORANDUM**

**TO:** NC WIC Directors

**FROM:** Wyatt R. Jordan, Vendor Manager  
Community Nutrition Services Section

**SUBJECT: Routine Vendor Monitoring on One-Third (33.3%) of Authorized Vendors**

This memo is to remind you that pre-pandemic routine vendor monitoring activities for local WIC agencies have been reinstated for Federal Fiscal Year (FFY) 2022-2023 (October 1, 2022-September 30, 2023). Local Agencies are required to conduct routine vendor monitoring visits on **a minimum of one-third (33.3%)** of their counties' authorized vendors for FFY 2022-2023 (October 1, 2022-September 30, 2023). Please see the attached document that discloses the minimum total number of vendors requiring routine vendor monitoring visits to be conducted by each local agency for FFY 2022-2023 (October 1, 2022-September 30, 2023).

The Vendor Monitoring Training Webinar is available at [WIC Conferences and Trainings | NCDHHS](#) outlining the vendor monitoring process if additional training is needed. Please also review the policy on monitoring in Chapter 11, Section 5 of the WIC Program Manual. Monitoring requirements must be met each federal fiscal year to meet state and federal requirements. Should you have any questions, please contact your vendor consultant for assistance. Thank you.

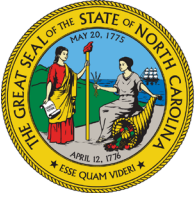
Attachment

cc: Local Agency Vendor Coordinators

**NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF CHILD AND FAMILY WELL-BEING**

LOCATION: 5601 Six Forks Road, Building 2, Raleigh, NC 27609  
MAILING ADDRESS: 1914 Mail Service Center, Raleigh, NC 27699-1914  
www.ncdhhs.gov • TEL: 919-707-5800 • FAX: 919-870-4818

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER



NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**

**ROY COOPER** • Governor

**KODY H. KINSLEY** • Secretary

**YVONNE COPELAND** • Director, Division of Child and Family Well-Being

April 19, 2022

**MEMORANDUM**

**TO:** NC WIC Vendors

**FROM:** Wyatt R. Jordan, Vendor Compliance Officer  
Community Nutrition Services Section

**SUBJECT: Manually Keyed eWIC Transactions**

It has come to our attention that WIC customer's eWIC card numbers are routinely being manually keyed during the processing of eWIC transactions. The NC WIC State Agency has not instructed any authorized WIC vendor(s) or WIC customer(s) to complete eWIC transactions this way. The WIC customer must swipe their eWIC card through the device and enter their PIN to authorize the transaction. If the system is not reading the card number when it is swiped, the card number may be manually entered by the WIC customer. The WIC customer should then be referred to their Local WIC Agency for assistance in obtaining a new eWIC card. **The vendor must never manually enter the eWIC card number or enter the PIN for the WIC customer.**

This process is explained to each vendor representative during their initial training and is also reviewed each year as part of the annual vendor training requirements. Additionally, it is included in your 2021-2024 WIC Vendor Agreement. Failure to comply with this policy is a violation of your WIC Vendor Agreement. A vendor found in violation of this policy is subject to disqualification. Please refer to the 2021 – 2022 North Carolina WIC Vendor Manual for more information regarding the guidelines for processing eWIC transactions.

Should you have any questions or need additional training, please contact your Local WIC Agency.

cc: Local WIC Directors

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# eWIC Things to Remember for Vendors

1. Submitting new UPC's for review and addition to the authorized product list (APL)
  - a. Vendors, manufacturers and wholesale suppliers can submit requests to update and/or add UPCs to the North Carolina WIC APL by completing the online submission form.
  - b. Visit our website at <https://www.ncdhhs.gov/ncwicfoods> for more details.
  
2. North Carolina WIC Retailer Advisory Council Meetings
  - a. A forum where we discuss important eWIC updates and other topics relevant to NC WIC retailers.  
Visit our website at <https://www.ncdhhs.gov/wicvendorsconnection> for more details.
  
3. PIN locking out on the 4<sup>th</sup> try
  - a. If a customer has 3 failed attempts to enter their PIN, the PIN will lock on the 4<sup>th</sup> try.
  - b. The PIN will unlock at midnight.
  - c. The WIC customer can call Customer Service to reset or unlock their PIN. The phone number is located on the back of their eWIC card.
  
4. There is no name or signature on the eWIC card
  - a. No other ID is needed. Do not require the WIC customer to provide ID to use their eWIC card. This is a violation of NC WIC Program policy.
  - b. If the WIC customer has the card and knows the PIN, proceed with the transaction.
  
5. No overrides
  - a. If an item does not scan as WIC approved, it cannot be purchased.
  - b. If you or the WIC customer believe the item should be WIC approved, explain that the system will not allow the purchase of the item but, you will follow-up with the state WIC agency.
  - c. The WIC customer can also contact their local WIC agency with the name of the item, the UPC and a picture of the item, if possible.
  
6. Reasons why an item does not ring up as a WIC-approved food
  - a. Not on the WIC customer's food benefit balance
    - i. For example, if the WIC customer was issued 1% or fat free milk, the system will not allow them to get 2% or whole milk.
  - b. Inadequate benefit balance
    - i. For example, if the WIC customer was issued 2 pounds of cheese, the system will not allow them to purchase 3 pounds of cheese with their eWIC card. They will only be able to purchase the 2 pounds of cheese using their eWIC card. Another tender type must be used to purchase the third pound of cheese.
  - c. Not on the APL
    - i. The UPC may need to be submitted for review and addition to the APL
  - d. Not in the vendor's computer system
    - i. The vendor may need to download the most recent version of the APL



# eWIC Things to Remember for Vendors

7. Benefit expiration date
  - a. The bottom of the receipt shows when the WIC customer’s benefits will expire.
8. Benefits expire at 11:59 PM – be aware of “checkout” time
  - a. The transaction must be COMPLETED by 11:59 PM or the WIC customer may be using their next month’s benefits, if available.
9. Window clings
  - a. “eWIC Accepted Here” window clings should be posted in a conspicuous place.
10. Who should be contacted?

Local WIC Agency	State WIC Agency	FIS (Stand-Beside Vendors)	FIS (All Vendors)	Third Party Processor (Integrated only)
Technical assistance regarding eWIC policies and procedures for North Carolina	Technical assistance regarding eWIC policies and procedures for North Carolina	If stand-beside device is displaying an error, troubleshooting or replacement	Transaction history, settlement information, disputes and reconciliation procedures	Problems with APL downloads
Customer leaves an eWIC card at the store	Ask about the Not-To-Exceed (NTEs) amount	Interested in receiving a stand-beside device or status of application for equipment	Support on system adjustments and resolution of out-of-balance conditions	Hardware or software issues
To report a complaint against a WIC customer or another vendor	Add a new UPC or ask about the APL	APL downloads, training and assistance with contract documentation	If a vendor is integrated and needs to be certified	Transaction history and redemption reconciliation

*Should any vendors have any questions regarding eWIC, please contact the NC WIC Program at [NCWICVendorQuestions@dhhs.nc.gov](mailto:NCWICVendorQuestions@dhhs.nc.gov).*

*If you encounter any problems transacting eWIC, please contact IT staff at your store or FIS’s Retailer Help Desk at 1-844-230-0836 or via email at [merchant.services.support@fisglobal.com](mailto:merchant.services.support@fisglobal.com)*



# Local Agency Vendor Triage Form

Family ID: \_\_\_\_\_

Last 4 Digits of Card Number: \_\_\_\_\_

Transaction Date/Time: \_\_\_\_\_

Vendor Number/Name: \_\_\_\_\_

## Participant Statement



# Local Agency Vendor Triage Form

Dependent on the participant complaint, please ask the participant following questions.

1. What was the brand(s), quantity, product size and item(s) you were trying to purchase?

Brand Name	Quantity	Product Size	Item

2. Please provide the UPC for the item(s) you were trying to purchase. Please include all digits starting with the number to the farthest left and ending with the number to the farthest right.

3. Please describe the transaction (only WIC items, mixed basket, etc.).

4. Did you present yourself as a WIC participant or state that you were using your eWIC card?

5. Did the cashier verbally tell you the item(s) was not WIC-approved or, as items were scanned, did the items not ring up as WIC-approved?



6. Did you use your *ebtEDGE*<sup>sm</sup> app to scan the item(s) to see if they were WIC approved prior to the transaction?

7. Ask the participant if they have their receipts. If so, please make copies and attach to the form. In the box below, please describe your initial findings after viewing the receipts and listening to the participant's statement.

### TIPS AND ADDITIONAL INFORMATION

- Please inform and strongly encourage participants to take pictures of the UPC for the item(s) in question.
- Please remind participants to contact the Local Agency during or immediately after the incident has occurred.
- **Please inform participants to keep all receipts and bring the receipts to the clinic if they are reporting an issue that occurred at the store.**
- **Please send Local Agency Vendor Triage Forms to the following email address:**  
[NCWICVendorQuestions@dhhs.nc.gov](mailto:NCWICVendorQuestions@dhhs.nc.gov).
- Do not use this form for complaints that are not related to eWIC. Other vendor-related complaints should be documented on the *WIC Vendor Management Customer Service Issues Form*.

# 2024/2025

## Steps to Vendor Authorization

### 1. Assess eWIC Readiness.

- ◆ Is the applicant a corporate contract vendor?
  - ◆ **If Yes:** Proceed to step 2 below
  
- ◆ Non-corporate contract vendor applicants: Does store have an integrated system that is eWIC capable?
  - **If Yes:**
    - ◆ Provide applicant with State-approved EBT Processor's information
    - ◆ **Retailer Helpdesk: FIS (available 24/7) 844-230-0836**
    - ◆ **Email: [merchant.services.support@fisglobal.com](mailto:merchant.services.support@fisglobal.com)**
  
  - **If No:**
    - ◆ Inform the applicant that they will be responsible for establishing the equipment lease with the State-approved EBT Processor (**FIS**) and paying all associated costs for the stand-beside equipment they obtain to transact eWIC. If they agree to lease the equipment, give the vendor applicant the Vendor Email Verification Form to complete. This form is used to email the appropriate forms to them through DocuSign and proceed with the authorization process. **If the applicant does not want to pay the designated costs and fees, then do not move forward with the vendor authorization process.**

### 2. Train vendor applicant on NC WIC Program policies and procedures for vendors.

- ◆ Organize vendor applicant training & review the appropriate vendor module with the applicant. Answer any questions the applicant has about participation in the program.
- ◆ Ensure that the vendor applicant completes the Verification of Attendance form after training is finished (copy to be sent to the State Office)
- ◆ Verify that vendor is SNAP-authorized (Food Stamp Program) prior to applying for WIC authorization

### 3. Provide Vendor Manual, Vendor Transaction Guide, and appropriate forms/instructions to vendor applicants.

- ◆ Non-Corporate, Retail stores:
  - ◆ Applicant will complete a Vendor Application, Vendor Agreement, Terms of Vendor Agreement, Price List, Above-50-Percent Self Declaration form and the Vendor Site Survey. These forms will be completed online through DocuSign. State WIC Agency staff will send an email which includes the forms for review/signature.
  
- ◆ Non-Corporate, Free-standing Pharmacies:
  - ◆ Applicant will complete a Vendor Application, Vendor Agreement for Free-standing Pharmacies, Terms of Vendor Agreement for Free-standing Pharmacies, Price List for Free-standing Pharmacies, Cost-Containment Exemption Form for Free-standing Pharmacy Vendors and the Vendor Site Survey. These forms will be completed online through DocuSign. State WIC Agency staff will send an email which includes the forms for review/signature.
  
- ◆ Corporate, Retail stores:
  - ◆ Applicant will complete a Vendor Application online through the WIC Vendor Portal.
  
- ◆ Corporate, Free-standing Pharmacies:
  - ◆ Applicant will complete a Vendor Application online through the WIC Vendor Portal.

If stand-beside device is required, FIS will coordinate the certification process and training to instruct vendor applicants how to transact eWIC benefits using the device.

If integrated system, refer vendor applicant back to their corporate office or third-party processor for guidance regarding eWIC software deployment and training.

- 4. Conduct a pre-authorization monitoring visit (after other forms have been submitted by vendor applicants through the DocuSign system).**
  - ◆ Complete only Sections I, II, III, V (free-standing pharmacies excluded) and VII
  - ◆ If vendor applicant fails first (1<sup>st</sup>) time, advise vendor applicant and re-monitor within two (2) weeks
  - ◆ If vendor applicant fails the second (2<sup>nd</sup>) time, inform vendor applicant that they must wait ninety (90) days to reapply
  - (91) The State WIC Agency will notify the vendor applicant in writing of their right to appeal should they fail to pass the second (2<sup>nd</sup>) monitoring visit.
  
- 5. Review all returned forms for completion, consistency, and accuracy once the email from DocuSign is received.**
  - ◆ Use the *WIC Vendor Application Checklist* for reference - Use instructions for each form to ensure accuracy.
  - ◆ Retail vendors must be SNAP-authorized prior to applying for WIC authorization.
  
- 6. Copies of all forms will be sent to all parties involved once completed in DocuSign.**
  
- 7. Non-corporate vendor applicant store owners must submit a copy of their valid driver's license or state issued ID to be mailed with the monitoring report and training Verification of Attendance forms.**
  
- 8. Once the State Agency has determined that the vendor applicant will be authorized, they will contact FIS (State eWIC Vendor).**
  - ◆ FIS will perform a full analysis of the vendor applicant's cash register system and the potential need for stand-beside equipment
  - ◆ State agency staff will complete level 3 certification testing once equipment has been received by the vendor or it has been determined by FIS that the vendor applicant's cash register system has been certified to complete eWIC transactions.
  
- 9. Completion of Orientation.**
  - ◆ If vendor is authorized to become a NC WIC vendor, the State WIC Agency will provide the Local WIC Agency the vendor ID number along with various WIC handouts, and NC WIC Vendor Transaction Guides for each register. Local Agency staff should review all enclosed materials as well as transaction procedures with the vendor. **THIS IS IMPORTANT!**

**DO NOT INFORM VENDOR THAT THEY ARE AUTHORIZED UNTIL YOU HAVE RECEIVED  
CORRESPONDENCE FROM THE STATE WIC AGENCY**

# WIC VENDOR APPLICATION CHECKLIST

- Store Name is correct and matches on all pages – Not corporate name of business

## PAGE 1 of 5

- Store name: Full name of store – **Not** the corporation or LLC name
- Full mailing address and street address completed - **Not “Same as Above”** on street address
- Internet access/capabilities
- Email address
- SNAP number documented – “applied” not allowed; vendor must already be authorized as SNAP provider
- Federal Tax ID number documented
- Ownership: If “Individual”, only 1 person should be listed on page 4. If “Partnership”, more than 1 owner should be listed. Page 4a must be completed if more than 2 owners/officers. If “Corporation” or “LLC” is checked, corporate name, mailing/physical (street) address and phone number are also required.
- Number of stores owned, and number of other WIC authorized stores owned
- Select AM or PM for each day’s store operating hours; Enter “C” in the space provided if the store is closed for a particular day and N/A instead of AM or PM.
- Total annual SNAP sales and food sales provided; if a new store, provide projections.
- Number of registers, scanning devices and scanning devices that recognize WIC authorized foods

## PAGE 2 of 5

- eWIC capable and point-of-sale system information
- Verify listed source of infant formula, exempt infant formula, & WIC-eligible nutritionals is authorized
- Verify yes or no checked to indicate whether store expects to do 50% more WIC than cash or SNAP sales
- Verify yes or no checked to indicate whether they own a WIC authorized store where WIC sales are above 50% of the total annual food sales
- Double-check the total food sales percentages – they should add up to 100%
- Verify yes or no checked to indicate whether WIC authorization is required for store to open for business
- Verify yes or no checked to indicate whether there are inventory invoices available for food items purchased and currently stocked in the store.
- Verify they have indicated how many months of inventory invoices are available
- Verify yes or no checked to indicate whether the store currently has required minimum inventory in stock
- Full name of the store manager, including their title (Mr., Mrs., or Ms.)
- If Manager is not the primary contact, there should be a contact name provided for this person along with their phone number
- Verify yes or no checked to indicate whether the store manager has ever been convicted of a misdemeanor (involving fraud, theft, or misuse of state or federal funds) or any felony. If "Yes," a detailed explanation, with dates of occurrence, is required.
- How long has store physically operated at the present site – this includes all the time the store has been open for business at the address provided, not just the time under the current owner

## PAGE 3 of 5

- Business operated under another name or different location (Is **not** where owner lists other stores owned). If "Yes," former name and location should be listed.
- Verify yes or no checked to indicate whether the store, under its current name or a former name, has ever been disqualified or assessed a monetary penalty by the WIC program. If "Yes," a detailed explanation, with dates of occurrence, is required.

- Verify yes or no checked to indicate whether the owner(s) (includes corporate owners) has a financial interest in a store that is currently disqualified, was previously disqualified, or assessed a monetary penalty by the WIC program. If "Yes," a detailed explanation, with dates of occurrence, is required.
- Verify yes or no checked to indicate whether the owner(s) (includes corporate owners) has ever had a financial interest in a store that was disqualified or assessed a monetary penalty by the WIC program.
- Verify yes or no checked to indicate whether the store (under its current name or a former name) has ever been withdrawn, disqualified, or assessed a civil money penalty from SNAP. If "Yes," a detailed explanation, with dates of occurrence, is required.
- Verify yes or no checked to indicate whether the owner(s) (includes corporate owners) has a financial interest in a store that is currently, or has been previously, withdrawn, disqualified, or assessed a civil money penalty by SNAP. If "Yes," a detailed explanation, with dates of occurrence, is required.
- Verify yes or no checked to indicate whether the owner(s) (includes corporate owners) has ever had a financial interest in a store that was withdrawn, disqualified, or assessed a civil monetary penalty by SNAP. If "Yes," a detailed explanation, with dates of occurrence, is required.
- Verify yes or no checked to indicate whether any of the vendor applicant's current owners, officers, or managers have been convicted of or had a civil judgment entered against them for any activity indicating a lack of business integrity. If "Yes," a detailed explanation is required from all owners, officers, and managers who answer "Yes."

#### PAGE 4 of 5

#### OWNERSHIP DATA SECTION

NOTE: Person signing Vendor Agreement must have their personal information on page 4 or 4a even if they do not own any % of the store (such as a Power of Attorney or State-approved authorized agent).

- All owners and/or officers should be listed (Corporation/LLC with shareholders should only list President, Vice President, Secretary and Treasurer)
- Additional page (Page 4a) can be used if necessary
- Separate section completed for each owner
- Full name** of owners – **No initials allowed.** If they do not have a middle name, NMN should be entered.
- Residential address and phone number listed – this should not be the same information as the store's physical location
- Percentage of ownership listed should total 100% for all owners together for individuals and partnerships
- If owner has lived in another state in last five (5) years, the state(s) should be listed
- If owner/officer has ever been convicted of a misdemeanor involving fraud, theft or misuse of state or federal funds or a felony an explanation and dates should be completed
- If owner related, by blood or marriage, to previous owners/officers, relationship must be listed
- List of all other stores owned with their addresses documented – A separate sheet of paper can be used. If the store is WIC-authorized, ensure the vendor number is documented.

#### PAGE 4A of 5

- Additional page only needed if more than two (2) owners/officers
- Additional section if more than two (2) owners of the store. Should be completed and checked for accuracy based on instructions for review of page 4.

#### PAGE 5 of 5

- Owner/Officer's printed name, signature, official title and date
- Local Agency Representative has reviewed, completed and signed page 5 of 5.

## N. C. WIC VENDOR APPLICATION

### INSTRUCTIONS:

1. This is an application to obtain authorization to become a vendor for the North Carolina Special Supplemental Nutrition Program for Women, Infants and Children (WIC).
2. This application must be completed by either a store owner or officer.

1. Store Name: \_\_\_\_\_ Phone No: (\_\_\_\_) \_\_\_\_\_  
(**Not** the Corporation Name, if Incorporated)

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

2. Street Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

3. Does the Store have internet access / capabilities?  Yes  No

4. Email Address: \_\_\_\_\_

5. SNAP Permit Number \_\_\_\_\_

6. Federal Tax ID Number \_\_\_\_\_

7. Store Classification (check one):

Retail Large Chain  Retail Independent  Convenience  Free-Standing Pharmacy  Commissary

8. Type of Ownership (check one):  Individual  Partnership  Limited Partnership  Corporation  LLC

Corporate/Company Name (if LLC, Inc., or LP): \_\_\_\_\_

Physical Address of Regional/Corporate Headquarters: \_\_\_\_\_

\_\_\_\_\_ Phone No: (\_\_\_\_) \_\_\_\_\_

Mailing Address of Regional/Corporate Headquarters: (if different from the store mailing address) \_\_\_\_\_

\_\_\_\_\_ Phone No: (\_\_\_\_) \_\_\_\_\_

9. Number of Stores owned by this ownership \_\_\_\_\_

Number of Other WIC authorized stores owned by this ownership \_\_\_\_\_

10. Store Operating Hours: (Circle AM or PM) (Type "C" to indicate Closed)

Monday \_\_\_\_\_ AM / PM - \_\_\_\_\_ AM / PM

Friday \_\_\_\_\_ AM / PM - \_\_\_\_\_ AM / PM

Tuesday \_\_\_\_\_ AM / PM - \_\_\_\_\_ AM / PM

Saturday \_\_\_\_\_ AM / PM - \_\_\_\_\_ AM / PM

Wednesday \_\_\_\_\_ AM / PM - \_\_\_\_\_ AM / PM

Sunday \_\_\_\_\_ AM / PM - \_\_\_\_\_ AM / PM

Thursday \_\_\_\_\_ AM / PM - \_\_\_\_\_ AM / PM

11. Amount of Store's Annual SNAP Sales: \$ \_\_\_\_\_

Actual  Projected

12. Amount of Store's Annual Food Sales: \$ \_\_\_\_\_

Actual  Projected

13. Total Number of Registers in Store (Including U-Scans): \_\_\_\_\_

Number of Registers with Scanning Devices: \_\_\_\_ Number of Scanners That Identify WIC-Authorized Foods: \_\_\_\_

Store Name: \_\_\_\_\_

Vendor Number: \_\_\_\_\_

14. Is your store eWIC capable?  Yes  No; Point-of-sale system type:  Integrated  Stand-beside device  
If integrated, provide the name of your Third-party Processor \_\_\_\_\_  
Value-added Reseller (if applicable) \_\_\_\_\_
15. Name of Infant Formula Source(s): \_\_\_\_\_  
(Select your Infant Formula Source from the list)
16. Name of Supplier(s) for Other WIC Authorized Foods: \_\_\_\_\_
17. Do you expect that more than 50% of your annual food sales revenue will be from WIC sales?  Yes  No
18. Do you currently own a WIC-authorized store where WIC sales are above 50% of the total annual food sales?  
 Yes  No
19. Percentage (%) of total food sales expected to be: **(NO Decimals, Must equal 100%)**  
WIC \_\_\_\_\_ % SNAP \_\_\_\_\_ % Cash \_\_\_\_\_ % Credit/Debit \_\_\_\_\_ %
20. Is WIC authorization required for the store to open for business?  Yes  No
21. Do you have inventory invoices available for foods purchased and currently stocked in your store?  Yes  No
22. How many months of inventory invoices are available? \_\_\_\_\_
23. Do you currently have in stock the required minimum inventory?  Yes  No
24. Store sales include (check all that apply):  
 Gasoline  Special Formula  Household Products  Bread  Fresh Vegetables/Fruits  
 Canned Vegetables/Fruits  Beef  Poultry  Pork  Sandwich Meats  Tofu  Rice  Baby Foods
25. Store Manager Name: Mr., Mrs., Ms. \_\_\_\_\_  
(Select title) (First) (Full Middle Name) (Last)
26. Is the Store Manager the primary contact person for the store?  Yes  No  
If not, provide contact name and phone: \_\_\_\_\_
27. Has the manager ever been convicted of a misdemeanor involving fraud, theft or misuse of state or federal funds, or any felony?  Yes  No If yes, explain and give dates: \_\_\_\_\_
28. How long has the store (under its current name or a former name) physically operated at the present site?  
\_\_\_\_\_ years \_\_\_\_\_ months If not applicable, provide opening date: \_\_\_\_\_

Store Name: \_\_\_\_\_

Vendor Number: \_\_\_\_\_

29. Has the store ever operated under another name and/or at a different location?  Yes  No  
If yes, former name(s) and/or location(s) of store: \_\_\_\_\_

30. Has the store (under its current name or a former name) ever been disqualified or assessed a monetary penalty by the WIC program?  Yes  No If yes, explain and give dates: \_\_\_\_\_

31. Does the owner(s) (includes corporate owners) have a financial interest in a store that is currently disqualified, was previously disqualified, or assessed a monetary penalty by the WIC program?  Yes  No  
If yes, explain and give dates: \_\_\_\_\_

32. Has the owner(s) (includes corporate owners) ever had a financial interest in a store that was disqualified or assessed a monetary penalty by the WIC program?  Yes  No  
If yes, explain and give dates: \_\_\_\_\_

33. Has the store (under its current name or a former name) ever been withdrawn, disqualified, or assessed a civil money penalty from the Supplemental Nutrition Assistance Program (SNAP)?  Yes  No  
If yes, explain and give dates: \_\_\_\_\_

34. Does the owner(s) (includes corporate owners) have a financial interest in a store that is currently, or has been previously, withdrawn, disqualified, or assessed a civil money penalty by the Supplemental Nutrition Assistance Program (SNAP)?  Yes  No  
If yes, explain and give dates: \_\_\_\_\_

35. Has the owner(s) (includes corporate owners) ever had a financial interest in a store that was withdrawn, disqualified, or assessed a civil money penalty by the Supplemental Nutrition Assistance Program (SNAP)?  
 Yes  No  
If yes, explain and give dates: \_\_\_\_\_

36. 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 and give dates: \_\_\_\_\_



Store Name: \_\_\_\_\_

Vendor Number: \_\_\_\_\_

**OWNERSHIP DATA** (For stores under Corporate Agreement with State WIC Agency, skip this section):

Complete the following information for each owner and officer. Use Page 4a if you have more than two owners or officers.

Owner/Officer Name: Mr., Mrs., Ms. \_\_\_\_\_ Title (If Officer): \_\_\_\_\_  
(Select title) (First) (Full Middle) (Last)

Residential Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Telephone No.: ( ) \_\_\_\_\_ Percentage of Business/Shares Owned: \_\_\_\_\_ %

Has the owner lived in any other state(s) in the last five (5) years?  Yes  No If yes, please list state(s) lived in

Has the owner / officer ever been convicted of a misdemeanor involving fraud, theft or misuse of state or federal funds, or any felony?  Yes  No If yes, explain and give dates: \_\_\_\_\_

Is the owner(s) related to the store's previous owner(s) / officer(s) by blood or marriage?  Yes  No

If yes, list name & relationship: \_\_\_\_\_

Does the owner (including a corporate owner) own any other stores(s)?  Yes  No If yes, please list name, city & state, and WIC vendor number (if authorized by WIC): \_\_\_\_\_

---

Owner/Officer Name Mr., Mrs., Ms.: \_\_\_\_\_ Title (If Officer): \_\_\_\_\_  
(Select title) (First) (Full Middle) (Last)

Residential Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Telephone No.: ( ) \_\_\_\_\_ Percentage of Business/Shares Owned: \_\_\_\_\_ %

Has the owner lived in any other state(s) in the last five (5) years?  Yes  No If yes, please list state(s) lived in

Has the owner / officer ever been convicted of a misdemeanor involving fraud, theft or misuse of state or federal funds, or any felony?  Yes  No If yes, explain and give dates: \_\_\_\_\_

Is the owner(s) related to the store's previous owner(s) / officer(s) by blood or marriage?  Yes  No

If yes, list name & relationship: \_\_\_\_\_

Does the owner (including a corporate owner) own any other stores(s)?  Yes  No If yes, please list name, city & state, and WIC vendor number (if authorized by WIC): \_\_\_\_\_

Store Name: \_\_\_\_\_

Vendor Number: \_\_\_\_\_

To the best of my knowledge, all the above answers and the information contained on the accompanying WIC Price List (DHHS 2766 or 2766-P) are correct. The prices are the **actual, current, and highest shelf prices for WIC-approved foods currently stocked**. I understand that by signing below, I will be bound by WIC Program regulations and policies including, but not limited to:

1. Attending vendor training sessions;
2. Training employees and being responsible for their actions regarding WIC Program procedures;
3. Submitting accurate price lists of WIC approved foods to the WIC Program upon request;
4. Being monitored, investigated and/or audited periodically; and
5. Completing and complying with all items in the attached WIC Vendor Agreement.

I understand that this is an application to be a WIC vendor and does not constitute an approved agreement with the N.C. WIC Program. I understand that supplying false information could lead to denial or disqualification from the WIC Program.

Owner/Officer Name: \_\_\_\_\_ Title (If Officer): \_\_\_\_\_

Owner/Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**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. 794); 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, (including gender identity and sexual orientation), or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

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.

-----  
**LOCAL WIC AGENCY USE ONLY** - Application reviewed by:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Local WIC Agency: \_\_\_\_\_ (no abbreviations)

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**STATE WIC AGENCY USE ONLY** – Application reviewed by:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
-----

Store Name: \_\_\_\_\_

Vendor Number: \_\_\_\_\_

**OWNERSHIP DATA** (For stores under Corporate Agreement with State WIC Agency, skip this section):

Complete the following information for each owner and officer. Use this page (Page 4a) **only if** you have more than two owners/officers.

Owner / Officer Name: \_\_\_\_\_ Title (If Officer): \_\_\_\_\_  
(Select title) (First) (Full Middle) (Last)

Residential Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Telephone No.: ( ) \_\_\_\_\_ Percentage of Business/Shares Owned: \_\_\_\_\_ %

Has the owner lived in any other state(s) in the last five (5) years?  Yes  No If yes, please list state(s) lived in \_\_\_\_\_

Has the owner / officer ever been convicted of a misdemeanor involving fraud, theft, or misuse of state or federal funds, or any felony?  
 Yes  No If Yes, explain and give dates: \_\_\_\_\_

Is the owner related to the store's previous owner(s) / officer(s) by blood or marriage?  
 Yes  No If Yes, list name & relationship: \_\_\_\_\_

Does the owner (including a corporate owner) own any other stores(s)?  Yes  No If Yes, please list name, city & state, and WIC vendor number (if authorized by WIC): \_\_\_\_\_

Owner / Officer Name: \_\_\_\_\_ Title (If Officer): \_\_\_\_\_  
(Select title) (First) (Full Middle) (Last)

Residential Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Telephone No.: ( ) \_\_\_\_\_ Percentage of Business/Shares Owned: \_\_\_\_\_ %

Has the owner lived in any other state(s) in the last five (5) years?  Yes  No If yes, please list state(s) lived in \_\_\_\_\_

Has the owner / officer ever been convicted of a misdemeanor involving fraud, theft, or misuse of state or federal funds, or any felony?  
 Yes  No If Yes, explain and give dates: \_\_\_\_\_

Is the owner related to the store's previous owner(s) / officer(s) by blood or marriage?  
 Yes  No If Yes, list name & relationship: \_\_\_\_\_

Does the owner (including a corporate owner) own any other stores(s)?  Yes  No If Yes, please list name, city & state, and WIC vendor number (if authorized by WIC): \_\_\_\_\_

Owner / Officer Name: \_\_\_\_\_ Title (If Officer): \_\_\_\_\_  
(Select title) (First) (Full Middle) (Last)

Residential Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Telephone No.: ( ) \_\_\_\_\_ Percentage of Business/Shares Owned: \_\_\_\_\_ %

Has the owner lived in any other state(s) in the last five (5) years?  Yes  No If yes, please list state(s) lived in \_\_\_\_\_

Has the owner / officer ever been convicted of a misdemeanor involving fraud, theft, or misuse of state or federal funds, or any felony?  
 Yes  No If Yes, explain and give dates: \_\_\_\_\_

Is the owner related to the store's previous owner(s) / officer(s) by blood or marriage?  
 Yes  No If Yes, list name & relationship: \_\_\_\_\_

Does the owner (including a corporate owner) own any other stores(s)?  Yes  No If Yes, please list name, city & state, and WIC vendor number (if authorized by WIC): \_\_\_\_\_

# INSTRUCTIONS FOR COMPLETION OF THE NC WIC VENDOR APPLICATION (DHHS 3282)

## **REMINDERS:**

1. Be certain to read the **Instructions** section on page 1 and comply.
2. Do **not** use "N/A" or "Not Applicable" to answer questions.

## **PAGE 1 of 5:**

- Question 1 - Full legal name of the store is required. **Do not use the corporate name of the business.** The store's **main telephone number** (do not list mobile/cell phone numbers) and full mailing address are required. The store's name, phone, and mailing address must be consistent with the Vendor Agreement.
- Question 2 - Provide the full physical address for the store. Do **not** use "same as above."
- Question 3 - Check "Yes" or "No" to indicate whether the store has internet access/capabilities.
- Question 4 - Provide the email address for the point of contact for the store.
- Question 5 - Provide your seven-digit Supplemental Nutrition Assistance Program (SNAP) permit number.
- Question 6 - Provide your store's Federal Tax ID number.
- Question 7 - Check only one (1) box that is most appropriate to the store's setup. Refer to list below of store classifications with brief definitions to decide the classification:
1. **RETAIL LARGE CHAIN STORE:** Chain owned or operated by a corporation, partnership, cooperative association, or other business entity that has 20 or more stores owned or operated by one business entity (Full-service grocery, selling fresh produce and meat).
  2. **RETAIL INDEPENDENT STORE:** Owned or operated by an individual, corporation, partnership, cooperative association, or other business entity that has 19 or fewer stores owned or operated by one (1) business entity. These stores may buy groceries from privately owned wholesalers or larger grocery stores.
  3. **RETAIL CONVENIENCE STORE:** Retailer owned or operated by an individual, corporation, partnership, cooperative association, offering a limited assortment of grocery items.
  4. **FREE-STANDING PHARMACY:** Supplies only exempt infant formula and WIC-eligible medical foods. This type of pharmacy does not operate within another retail store. This includes pharmacies that are chain stores and pharmacies participating under a WIC corporate agreement.
  5. **COMMISSARY:** Military-based stores.
- Question 8 - Check only one (1) box that is the most appropriate type of store ownership. If incorporated, LLC or Limited Partnership, provide corporate/company name, full physical address, and main phone number of regional/corporate headquarters along with the mailing address and phone number if different from the stores mailing address.
- Question 9 - Provide the number of stores owned by this ownership. Of the number of other stores owned by this ownership provide the number of the other stores that are WIC authorized.

- Question 10 - Provide the store's operating hours. **Select** "AM" or "PM" for opening **and** closing times.
- Question 11 - Provide store's **annual** SNAP sales (response should be reflected also in response to Question 18). Check whether amount is "Actual" or "Projected".
- Question 12 - Provide store's **annual** food sales. Check whether amount is "Actual" or "Projected".
- Question 13 - Provide the total number of cash registers in the store, including U-Scans. Provide the number of cash registers with scanning devices in the store. Provide the number of scanners that identify WIC-authorized foods in the store. Scanners should be able to detect non-WIC items and not allow those items to be purchased on a WIC transaction.

## **PAGE 2 of 5:**

Provide store legal name (**not corporate name of business**) in the space provided in the upper right corner of page. The store legal name must be consistent throughout the application.

- Question 14 - Check 'Yes' or 'No' to whether Store is eWIC capable. (See the Vendor Manual for definition) Check the type of "Point of Sale" system the store has or will need. "Integrated" or "Stand-beside device" if the store is integrated provide the name of your Third-Party Processor and Value-added Reseller (if applicable)
- Question 15 - Select the name of source(s) for all infant formulas. (Refer to list of authorized sources).
- Question 16 - Select the name of supplier(s) for all WIC authorized food products.
- Question 17 - Check "Yes" or "No" to indicate whether the store expects to derive more than 50% of the store's annual revenue from the sale of food items through WIC transactions.
- Question 18 - Check "Yes" or "No" to indicate whether you own a WIC authorized store where the WIC sales are above 50% of the total annual food sales.
- Question 19 - Record what percentage of total food sales is expected to be from WIC, SNAP (SNAP % should reflect response to Question 10), Cash, and Credit/Debit sales. No decimals should be used. These should all total up to 100%.
- Question 20 - Check "Yes" or "No" to indicate whether WIC authorization is required for store to open for business.
- Question 21 - Check "Yes" or "No" to indicate whether there are inventory invoices available for food items purchased and currently stocked in the store.
- Question 22 - Record how many months of inventory invoices that are available.
- Question 23 - Check "Yes" or "No" to indicate whether the store currently has required minimum inventory in stock.
- Question 24 - Check **all** boxes that apply to what the store sales include.
- Question 25 - Select title of courtesy ("Mr.", "Mrs.", or "Ms.") for store manager. The full name (first, middle, and last) of store manager is required. **Do not** use initials. Document if there is no middle name by writing "NMN".
- Question 26 - Check "Yes" or "No" to indicate whether the store manager is the primary contact person for the store. If "No", list primary contact person's name and telephone number.

Question 27 - Check “Yes” or “No” to indicate whether the store manager has ever been convicted of a misdemeanor (involving fraud, theft, or misuse of state or federal funds) or any felony. If "Yes", a detailed explanation, with dates of occurrence, is required.

Question 28 - Provide how many years and months the store has physically been in business at the present site. If the store has been in business less than a month, provide the date the store opened for business.

### **PAGE 3 of 5:**

Provide store legal name (not corporate name of business) in the space provided in the upper right corner of page. The store legal name must be consistent throughout the application.

Question 29 – Check “Yes” or “No” to indicate whether the (physical) store has ever operated under another name and/or at a different location. If "Yes", provide each old name and/or address of the store.

Question 30 – Check “Yes” or “No” to indicate whether the store, under its current name or a former name, has ever been disqualified or assessed a monetary penalty by the WIC program. Answer yes or no. If "yes" is checked, a detailed explanation, including what WIC incident occurred with dates of occurrence, is required.

Question 31- Check “Yes” or “No” to indicate whether the owner(s) (includes corporate owners) has a financial interest in a store that is currently disqualified, was previously disqualified, or assessed a monetary penalty by the WIC program. If "Yes", a detailed explanation, with dates of occurrence, is required.

Question 32 – Check “Yes” or “No” to indicate whether the owner(s) (includes corporate owners) has ever had a financial interest in a store that was disqualified or assessed a monetary penalty by the WIC program. If "Yes", a detailed explanation, with dates of occurrence, is required.

Question 33 – Check “Yes” or “No” to indicate whether the store (under its current name or a former name) has ever been withdrawn, disqualified, or assessed a civil money penalty from SNAP. If "Yes", a detailed explanation, with dates of occurrence, is required.

Question 34 – Check “Yes” or “No” to indicate whether the owner(s) (includes corporate owners) has a financial interest in a store that is currently, or has been previously, withdrawn, disqualified, or assessed a civil money penalty by SNAP. If "Yes", a detailed explanation, with dates of occurrence, is required.

Question 35 – Check “Yes” or “No” to indicate whether the owner(s) (includes corporate owners) has ever had a financial interest in a store that was withdrawn, disqualified, or assessed a civil monetary penalty by SNAP. If "Yes", a detailed explanation, with dates of occurrence, is required.

Question 36 – Check “Yes” or “No” to indicate whether any of the vendor applicant’s current owners, officers, or managers have been convicted of or had a civil judgment entered against them for any activity indicating a lack of business integrity. This includes, but is 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. If “Yes”, a detailed explanation is required from all owners, officers, and managers who answer “Yes”. If additional space is necessary, attach a separate sheet of paper, with the additional documentation relating to this question.

### **PAGE 4 of 5:**

Provide store legal name (not corporate name of business) in the space provided in the upper right corner of page. The store legal name must be consistent throughout the application.

### **OWNERSHIP DATA SECTION**

#### **PLEASE MAKE A NOTE OF THE FOLLOWING:**

1. This section must be completed for all owners **and** officers. List only one (1) owner / officer name per line.

2. This section must be filled out for all stores except for Corporate stores [specific stores that are under a Corporate agreement with the State, that have 20 or more stores under one (1) business entity].
3. Use **Page 4a only** for three (3) or more owners or officers.

**NAME -** Select title of courtesy (“Mr.,” “Mrs.,” or “Ms.”) for owner/officer. The full name (first, middle, and last) of owner/officer is required. Document if there is no middle name by writing “NMN.”

**TITLE -** If an Officer, provide the title of officer. It is not necessary for the owner of a non-corporate store to document a title.

**RESIDENTIAL ADDRESS -** The full home address of the owner/officer is required.

**HOME PHONE NUMBER -** The home telephone number, including area code, of the owner/officer is required. This should not be the same as the business main number.

**PERCENTAGE OF BUSINESS/SHARES OWNED:** If individually owned or a partnership, provide percentage owned by each owner/officer. Combined percentages must total 100%. If officers/shareholders are listed, provide the percentage or number of shares owned.

Check “Yes” or “No” to indicate whether the owner has lived in any other state(s) in the last five (5) years. If yes, list all the states lived in during the last five (5) years.

Check “Yes” or “No” to indicate whether the owner/officer has ever been convicted of a misdemeanor (involving fraud, theft, or misuse of state or federal funds) or any felony. If "Yes", a detailed explanation, with dates of occurrence, is required.

Check “Yes” or “No” to indicate whether the owner/officer is related to the store’s previous owner(s) by blood or marriage. If “Yes”, list the related person’s name and relationship.

Check “Yes” or “No” to indicate whether the owner/officer (includes corporate owner) owns any other store(s). If "Yes", list the name of the store(s), the city & state they are located in, and the WIC Vendor Number (if WIC-authorized).

### **PAGE 4a of 5:** (Additional Ownership Data)

Provide store legal name (not corporate name of business) in the space provided in the upper right corner of page. The store legal name must be consistent throughout the application.

Only use this page if the store has more than two (2) owners or officers. Follow the same “Ownership Data” Section instructions above (Page 4).

### **PAGE 5 OF 5:**

Page 5 must be signed and dated by the store’s **owner or officer**. If an officer signs the application, they must also provide their title, and their information should be included in the ownership section with percentage of ownership if any. All documentation must be legible.

**"FOR LOCAL WIC AGENCY USE ONLY"** section completed by Local WIC Agency staff reviewing application.

**"FOR STATE WIC AGENCY USE ONLY"** section completed by State WIC Agency staff reviewing application.





# INSTRUCTIONS FOR COMPLETION OF THE WIC VENDOR AGREEMENT (DHHS 2768)

## PURPOSE:

This Agreement authorizes retail vendors to accept N.C. WIC food instruments and cash-value vouchers in compliance with federal and state WIC Program laws, regulations, rules, and policies.

## INSTRUCTIONS:

1. Form must be completed in blue or black ink (please print) or typed.
2. Do not use correction fluid/tape (all copies must look the same). Strike through errors with a single line, initial and date the error.
3. Only the current form effective through September 30, 2027, will be accepted.

## TOP OF AGREEMENT:

- The name of the store and store number (if part of a chain) must be printed on the first line. Do not use the corporate name of the business.
- The name (no abbreviations) of the Local WIC Agency must be printed on the second line.

## VENDOR (LEFT) SECTION OF AGREEMENT:

- Provide the Vendor Number (leave blank, if a new vendor) in box.
- Signature of owner and signature date are required.
- Printed name and title of owner are required.
- Name of store is required (name must be the same as name at top of form). Do not use the corporate name of the business.
- Only mailing address for store is required (including city, state, and zip code).
- Provide phone number, including the area code, for the store.
- **The vendor owner/officer that signs the Agreement must also initial by the statement at the bottom of this section that they have received and will comply with the Terms of Vendor Agreement.**

## LOCAL WIC AGENCY AUTHORIZATION (RIGHT TOP) SECTION OF AGREEMENT:

- Signature of Local WIC Agency authorized representative, and the date signed are required.
- Printed name and title of Local Agency authorized representative are required.
- Name of Local WIC Agency (name must be the same as name at top of form; no abbreviations) is required. Local WIC Agency program number is also required.
- Local WIC Agency mailing address is required (including city, state, and zip code).
- Provide Local WIC Agency phone number, including the area code.
- After completion of the Local WIC Agency Authorization Section, review all other completed sections of the Agreement for accuracy.

## STATE WIC AGENCY AUTHORIZATION (SHADED RIGHT BOTTOM) SECTION OF AGREEMENT:

- **This section is for State WIC Agency use only. Do not write in this section.**
- The State WIC Agency reviews the Agreement and completes the State WIC Agency Authorization section.

\*The Local WIC Agency will receive a copy of the fully completed Agreement after all required parties have provided their signatures.

## TERMS OF VENDOR AGREEMENT

Vendor keeps pages of the "Terms of Vendor Agreement". Vendor must read, understand, and agree with the Terms. The statement on the Vendor Agreement indicating the Terms of Vendor Agreement have been received must be initialed by the owner.

## RETENTION AND DISPOSITION:

This form must be retained in accordance with records retention requirements of the North Carolina Department of Cultural Resources and the North Carolina Department of Health and Human Services. Send to: Community Nutrition Services Section, 1914 Mail Service Center, 5601 Six Forks Road, Raleigh, NC 27699-1914 Courier 54-42-01

## REORDER: (Use DHHS 2507)

**TERMS OF VENDOR AGREEMENT**

**WITNESSETH:**

**This Agreement is pursuant to 10A.N.C.A.C. Subchapter 43D**

This Agreement does not constitute a license or a property interest.

**Section I -- Vendor**

The Vendor agrees to:

1. Comply with the terms of this Agreement and State and federal WIC Program rules, regulations, policies and applicable law governing the Program, including any changes made during the Agreement period;
2. Be placed into one of the following peer groups in accordance with 7 CFR 246.12 and 10A N.C.A.C. 43D.0706. The State WIC Agency may reassess an authorized vendor's peer group designation at any time during the vendor's Agreement period and shall place the vendor in a different peer group if upon reassessment the State Agency determines that the vendor is no longer in the appropriate peer group; The following table provides a description of each vendor peer group.

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

3. Comply with the vendor selection criteria throughout the Agreement period, and any changes in the criteria, including the following:
  - a. Maintain Supplemental Nutrition Assistance Program (SNAP) authorization for the store throughout the period of this Agreement;
  - b. Operate the store at a single, fixed location within the State of North Carolina; The store shall be located at the address indicated on the WIC vendor application and shall be the site at which WIC supplemental foods are selected by the WIC customer;
  - c. Keep the store open throughout the year for business with the public at least six days a week for a minimum of forty (40) hours per week between 8:00 a.m. and 11:00 p.m.;

- d. Not use the acronym "WIC" or the WIC logo, including facsimiles thereof, in total or in part, in the official name in which the business is registered or in the name under which the store does business;
- e. Not use the WIC logo in advertising or promotional literature;
- f. Not apply stickers, tags, or labels having the WIC acronym or logo on North Carolina approved WIC supplemental foods;
- g. Not submit false, erroneous, or misleading information to the State or Local Agency;
- h. Not have any owner(s), officer(s), or manager(s) who are employed, or who have a spouse, child, or parent who is employed by the State WIC program or the local WIC program serving the county where the vendor conducts business; A vendor shall not have an employee who handles or transacts WIC food benefits or cash-value benefits who is employed, or who has a spouse, child, or parent who is employed by the State WIC program or the local WIC program serving the county where the vendor conducts business. Such situations present a conflict of interest;
- i. Not have any owner(s), officer(s), or manager(s) who in the last six years have 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;
- j. Excluding chain stores and stores under a WIC Corporate Agreement that have a separate manager on site for each store, not have an owner who holds a financial interest in any of the following:
  - (1) A SNAP vendor which is disqualified from participation in the SNAP or has been assessed a civil money penalty for hardship in lieu of disqualification and the time period during which the disqualification would have run, had a penalty not been paid, is continuing; or
  - (2) Another WIC vendor which is disqualified from participation in the WIC Program or which has been assessed a monetary or civil money penalty pursuant to G.S. 130A-22(c1), Paragraph (e) or Paragraph (f) of 10A N.C.A.C. 43D.0710 as the result of violation of Paragraphs (a) or (b) of 10A N.C.A.C. 43D.0710, and if assessed a penalty, the time during which the disqualification would have run, had a penalty not been assessed, is continuing;

The requirements of provision 3.j. of Section I. of this Agreement shall not be met by the transfer or conveyance of financial interest during the period of disqualification. Additionally, the requirements of provision 3.j. shall not be met even if such transfer or conveyance of financial interest in a SNAP vendor under 3.j.(1) prematurely ends the disqualification period applicable to that SNAP vendor. The requirements of provision 3.j. shall apply until the time the SNAP vendor disqualification otherwise would have expired;
- k. Purchase all infant formula, exempt infant formula and WIC-eligible nutritionals directly from State-approved sources and provide only such infant formula, exempt infant formula and WIC-eligible nutritionals to WIC customers; Maintain and make available to the state or local WIC agency invoices, receipts, copies of purchase orders, and any other proofs of purchase documenting such purchases; All purchase documentation must satisfy the requirements of 10A N.C.A.C. 43D.0708 (24)(a) through (24)(c);
- l. Mark the current shelf prices of all WIC supplemental foods clearly on the foods or have the prices posted on the shelf or display case at all times;
- m. Not charge the State WIC Program more than the maximum price set by the State WIC Agency under Sub-item (4)(a) of 10A N.C.A.C. 43D.0707 for each supplemental food within the vendor's peer group;
- n. Not operate as a predominantly WIC vendor as defined in 10A N.C.A.C. 43D.0202; and
- o. Not have an owner, officer or manager that currently has 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;

The State WIC Agency may reassess the vendor at any time during the Agreement period using the selection criteria in effect at the time of the reassessment and shall terminate the vendor Agreement if the vendor fails to comply with the vendor selection criteria, including the criteria in Section I.3.a. through o. of this Agreement;

4. Not discriminate on the basis of WIC participation, such as failing to offer WIC customers the same courtesies offered to other customers, including the acceptance of store and manufacturer's coupons, or requiring separate WIC lines; The vendor shall comply with the nondiscrimination provisions of 7 CFR Parts 15, 15a, and 15b;
5. Redeem at least \$2,000 annually in WIC supplemental food sales;
6. Require an owner, store manager or other authorized store representative to attend annual vendor training upon notification of the training by the local WIC agency;
7. Inform and train vendor's cashiers and other staff on WIC Program requirements; The vendor also agrees to be accountable for the actions of its owners, officers, managers, agents and employees who commit vendor violations;
8. Submit a current accurately completed WIC Price List when applying for vendor authorization for the first time; the vendor also agrees to submit a WIC Price List within two (2) weeks of any written request by the State or local WIC agency;
9. Maintain the minimum inventory of supplemental foods specified in 10A N.C.A.C. 43D.0708(17) and Section VI of this Agreement in the store for purchase; Supplemental foods that are outside of the manufacturer's expiration date do not count towards meeting the minimum inventory requirement;
10. Ensure that all supplemental foods in the store for purchase are within the manufacturer's expiration date;
11. Accept WIC Program food benefits and cash-value benefits in exchange for North Carolina approved WIC supplemental foods. Supplemental foods are those foods which satisfy the requirements of 10A N.C.A.C. 43D.0501. The North Carolina approved WIC supplemental foods criteria, specifications, and product identification are contained in the *North Carolina WIC Program Information on the Selection of Approved Foods* document, which is incorporated herein by reference with all subsequent amendments and editions;
12. Provide to the WIC customer only the approved supplemental foods, fruits, and vegetables contained in the authorized product list (APL) after it has been determined that the WIC customer has an available balance on the date of the transaction; the WIC customer is not required to get all of the supplemental foods available on their benefit balance or get the full dollar value of the cash-value benefits; however, a WIC customer may obtain more fruits and vegetables than the full dollar value of the cash-value benefits if the WIC customer pays the difference;
13. Transmit the current shelf price of all WIC-approved supplemental foods purchased in the correct sizes, quantities, and the total dollar amount of all WIC-approved supplemental foods purchased in the EBT system; Not charge or collect sales tax for the supplemental food provided; Not charge or collect tax on coupons used in conjunction with WIC food or cash-value benefits; Tax may be charged on the amount that exceeds the value of the cash-value benefit if the excess amount is paid in cash or other methods accepted by the vendor, except for SNAP benefits;
14. Charge no more for supplemental food provided to a WIC customer than to a non-WIC customer or no more than the current shelf price, whichever is less; Violation of this provision, whether intentional or unintentional, is defined as a vendor overcharge;
15. Accept payment from the State WIC Program only up to the maximum price set by the State WIC Agency for each supplemental food within that vendor's peer group; The maximum price for each supplemental food shall be based on the maximum prices set by the State Agency for each supplemental food, as described in Sub-item (4)(a) of Rule .0707, listed in the WIC customer's benefit balance. A request for payment submitted over the maximum price allowed by the State agency will only be paid up to the maximum price for that supplemental food;
16. Accept payment from the State WIC Program only up to the full dollar value of the cash-value benefit; A request for payment submitted by a vendor which exceeds the full dollar value will be paid at the full dollar value of the cash-value benefit;
17. Permit the purchase of supplemental food without requiring other purchases;
18. Comply with the following Electronic Benefit Transfer (EBT) provisions:
  - a. Sign the WIC Vendor Agreement of the EBT Processor selected by the State WIC Program or a third-party processor that has been certified according to criteria established by the EBT Processor selected by the State WIC Program. Failure by a vendor to sign and retain a WIC

- Vendor Agreement with the State WIC Program's EBT Processor or a third-party processor that has been certified according to criteria established by the State WIC Program's EBT Processor will result in termination of the WIC Vendor Agreement. Vendors must notify the WIC Program within 24 hours of any periods of time during which they do not maintain an Agreement with the State WIC Program's EBT Processor or a third-party processor that has been certified according to criteria established by the State WIC Program's EBT Processor;
- b. After the State WIC Agency has granted final approval of certification testing for the vendor's point-of-sale (POS) system and the vendor has been authorized to accept WIC, process EBT transactions accurately, in a timely manner and in accordance with the terms of this Agreement, the EBT Processor Vendor Agreement, the FNS EBT operating rules, standards and technical requirements, WIC Program Rules, and state and federal regulations, and statutes;
  - c. Maintain POS terminals used to support the WIC Program in accordance with the minimum lane provisions of 7 C.F.R. 246.12(z)(2);
  - d. Maintain a North Carolina EBT Processor certified in-store EBT system that is available for WIC redemption processing during all hours the store is open;
  - e. Request the North Carolina EBT Processor re-certify its in-store system if the vendor alters or revises the system in any manner that impacts the EBT redemption or claims processing system after initial certification is completed. The following applies:
    - (1) If the EBT system is reconfigured or modified by the vendor and/or other parties in such a way that the WIC in-store system no longer exhibits the required system accuracy, integrity, or performance required and under which requirements the WIC in-store system was certified, the State will not accept a redemption;
    - (2) The vendor is liable for the costs of all recertification events needed to return the EBT system for all outlets covered by this agreement to full compliance with the State Agency's system requirements. Failure to seek recertification when the vendor's system is altered/revised shall subject the vendor to the financial liabilities for all transactions processed.
  - f. For vendors with integrated (multi-function) systems, obtain EBT card readers to support EBT transactions within their store(s). The vendor must ensure that the EBT card readers they obtain meet all EBT and North Carolina EBT Processor requirements. The vendor must:
    - (1) Purchase EBT card terminals that are capable of properly reading EBT card transactions;
    - (2) Ensure that the EBT terminal(s) will be supported by integrated software that is fully capable of supporting WIC in-line transactions. The vendor's point-of-sale system must meet state certification requirements, including interoperability and North Carolina EBT provider requirements, prior to being placed in operation to accept EBT transactions.
    - (3) Acknowledge that the performance of maintenance, cost of maintenance, and cost of future replacement of terminals is the vendor's sole responsibility;
  - g. Require an owner, manager, or other authorized store representative to complete training approved by the State WIC Program on EBT procedures. The vendor must ensure that all cashiers and staff are fully trained on EBT requirements, including training in the acceptance and processing of WIC EBT transactions;
  - h. Require the WIC customer to approve the WIC transaction. Vendor must ensure that the vendor owners, officers or the vendor's staff do not approve the WIC transaction for WIC customers under any circumstances;
  - i. Release supplemental food to WIC customers when the EBT transaction has been completed to include an itemized receipt of transaction approval by the EBT processing system for all items purchased with EBT. The itemized receipt must:
    - (1) Clearly identify the items purchased and the individual price charged for each item listed;
    - (2) List the remaining benefit balance and the expiration date of the WIC supplemental foods available;

- j. Scan or manually enter universal product codes (UPC) only from approved supplemental foods being purchased by the WIC customer in the types, sizes, and quantities available on the WIC customer's EBT account. The vendor must not scan codes from UPC codebooks or reference sheets;
  - k. Only transmit the current shelf price of all WIC-approved supplemental foods purchased in the correct sizes, quantities, and the total dollar amount of all WIC-approved supplemental foods purchased in the EBT system;
  - l. Ensure the certified in-lane redemption process for EBT allows a reasonable degree of security for protecting the personal identification number (PIN) used by the WIC customer;
  - m. Ensure that a PIN is used by the WIC customer to complete the EBT transaction in lieu of a signature; the WIC customer must enter the PIN to initiate the EBT transaction; the vendor must not enter the PIN for the WIC customer;
  - n. Return any EBT card found on the vendor's property and unclaimed for 24 hours to the WIC Program. The vendor must not hold or use a WIC customer's EBT card and PIN for any purpose whatsoever;
  - o. Connect the vendor's in-store system for each outlet covered by the WIC Vendor Agreement to the State's WIC EBT system at least once each 24-hours period to download reconciliation files and the North Carolina WIC authorized product list;
  - p. Use self-checkout technology at cash registers only once the self-checkout system has been certified by the State WIC Agency.
  - q. Not charge to the State agency:
    - (1) Any third-party commercial processing costs and fees incurred by the vendor from EBT multi-function equipment. Commercial transaction processing costs and fees imposed by a third-party processor that the vendor elects to use to connect to the EBT system of the state shall be borne by the vendor;
    - (2) Interchange fees related to EBT transactions; or
    - (3) Ongoing maintenance, processing fees or operational costs for vendor systems and equipment used to support EBT.
19. Not transact food or cash-value benefits in whole or in part for cash, credit (including rainchecks), unauthorized foods, or non-food items;
  20. Not provide refunds or permit exchanges for authorized supplemental foods obtained with food benefits or cash-value benefits, except for exchanges of an identical authorized supplemental food when the original authorized supplemental food is defective, spoiled, or has exceeded its "best if used by," "sell by" or other date limiting the sale or use of the food; An identical authorized supplemental food means the exact brand, type and size as the original authorized supplemental food obtained and returned by the WIC customer;
  21. Not seek restitution from the WIC customer for reimbursement paid by the vendor to the State WIC Agency or for WIC food benefits or cash-value benefits not paid or partially paid by the State WIC Agency; Additionally, the vendor shall not charge the WIC customer for authorized supplemental foods obtained with food benefits or cash-value benefits;
  22. Not contact a WIC customer outside the store regarding the transaction or redemption of WIC food benefits or cash-value benefits;
  23. Notify the local WIC agency of misuse (attempted or actual) of WIC Program food benefits or cash-value benefits;
  24. Maintain a record of all SNAP-eligible food sales and provide to the State WIC Agency upon request a statement of the total amount of revenue derived from SNAP-eligible food sales and written documentation to support the amount of sales claimed by the vendor, such as sales records, financial statements, reports, tax documents or other verifiable documentation; The vendor gives the State WIC Agency permission to have access to and obtain copies of all tax records submitted to the NC Department of Revenue, including corporate and individual income tax and sales and use tax returns and all records pertinent to these returns. The vendor agrees to execute any release that may be required by the NC Department of Revenue to release such information. SNAP-eligible food sales are sales of those foods that can be purchased with Supplemental Nutrition Assistance Program ("SNAP") benefits;
  25. Allow monitoring and inspection by state and local WIC Agency staff of the store premises and procedures to ensure compliance with the Agreement and State and Federal WIC Program rules, regulations and applicable law; This includes providing access to all program-related records,

vendor records pertinent to the purchase and sale of WIC supplemental foods, including invoices, receipts, copies of purchase orders, and any other proofs of purchase; Federal and State corporate and individual income tax and sales and use tax returns and all records pertinent to these returns; and books and records of all financial and business transactions. These records must be retained by the vendor for a period of three years or until any audit pertaining to these records is resolved, whichever is later. Notwithstanding any other provision of this Agreement and Rules .0707, .0708 and .0710 of 10A N.C.A.C. 43D, failure or inability to provide these records for an inventory audit or providing false records for an inventory audit shall be deemed a violation of 7 CFR 246.12(l)(1)(iii)(B) and Subparagraph (a)(1) of 10A N.C.A.C. 43D.0710. Invoices, receipts, purchase orders, and any other proofs of purchase for WIC supplemental foods shall include:

- a. The name of the seller and be prepared entirely by the seller without alteration by the vendor or on the seller's business letterhead;
  - b. 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
  - c. A description of each WIC supplemental food item purchased, including brand name, unit size, type or form, and quantity;
26. Reimburse the State WIC Agency in full or agree to a repayment schedule with the State WIC Agency within thirty (30) days of written notification of a claim assessed due to a vendor violation that affects payment to the vendor; Failure to reimburse the State WIC Agency in full or agree to a repayment schedule within thirty (30) days of written notification of a claim shall result in termination of the WIC Vendor Agreement. When the State WIC Agency determines the vendor has committed a vendor violation that affects payment to the vendor, the State WIC Agency will deny payment or assess a claim. The State WIC Agency has the authority to deny payment or assess a claim in the amount of the full purchase price of all food benefits or cash-value benefits affected by the vendor violation. Denial of payment by the State WIC Agency or payment of a claim by the vendor for a vendor violation(s) shall not absolve the vendor of the violation(s). The vendor shall also be subject to any vendor sanctions authorized under 10A N.C.A.C. 43D.0710 for the vendor violation(s);
27. Notify the local WIC agency in writing at least 30 days prior to a change of ownership, change in store location, cessation of operations, or withdrawal from the WIC Program;
28. Be monitored for compliance with Program requirements through routine monitoring, compliance buys, inventory audits and any other means the State WIC Agency deems necessary to determine compliance with Program requirements; and
29. The WIC Vendor Agreement does not constitute a license or a property interest; A vendor must reapply to continue to be authorized beyond the period of its current WIC Vendor Agreement. Additionally, a store must reapply to become authorized following the expiration of a disqualification period or termination of the Agreement. In all cases, the vendor applicant is subject to the vendor peer group criteria of 10A N.C.A.C. 43D.0706 and the vendor selection criteria of 10A N.C.A.C. 43D.0707.

## **Section II – Local WIC Agency**

The Local WIC Agency agrees to:

1. Provide annual vendor training on WIC program requirements;
2. Conduct routine monitoring of the vendor's performance under this Agreement to ensure compliance with the Agreement and State and Federal WIC Program rules, regulations and applicable law; A minimum of one-third of all authorized vendors, excluding military commissaries, shall be monitored within a federal fiscal year (October 1 – September 30) and all vendors shall be monitored at least once within three consecutive fiscal years. Any vendor shall be monitored within one (1) week of a written request by the State WIC Agency;
3. Provide vendors with the North Carolina WIC Vendor Manual, all Vendor Manual amendments, blank WIC Price Lists, and any other documents and materials required for the vendor's participation as an authorized WIC vendor;
4. Assist the vendor with questions regarding the vendor's participation in the WIC Program; and
5. Maintain records pertaining to this Agreement and vendor management activities in accordance with the NC Department of Health and Human Services Records Retention Schedule.

### **Section III – State WIC Agency**

The State WIC Agency agrees to:

1. Make payment to the vendor for food benefits and cash-value benefits transacted at the vendor's store upon compliance by the vendor with the conditions contained in Section I of this Agreement and all WIC Program rules, regulations, policies and applicable law; Payment will not be made unless and until the conditions in Section I have been met. Notwithstanding the foregoing, if payment is made by the State WIC Agency and the conditions in Section I have not been satisfied, the State WIC Agency may assess a claim against the vendor. The vendor shall reimburse the State WIC Agency in full or agree to a repayment schedule within thirty (30) days of written notification of a claim. The State WIC Agency may offset a claim against current and subsequent amounts owed to a vendor if a vendor fails to pay a claim;
2. Provide annually a list of State-approved sources for the purchase of infant formula, exempt infant formula, and WIC-eligible nutritionals;
3. Provide the vendor written notification of an initial violation that requires a pattern of occurrences to impose a sanction, unless the State WIC Agency determines that notifying the vendor would compromise an investigation, as provided in 7 CFR 246.12(l)(3);
4. Determine if a vendor applicant has an EBT capable register system before authorizing the vendor to participate in the WIC Program;

### **Section IV -- Disqualification and Termination**

1. The State WIC Agency shall disqualify a vendor in accordance with the Vendor Sanction System referenced in Section VII of this Agreement and 10A N.C.A.C. 43D.0710.
2. The State WIC Agency may not accept voluntary withdrawal of the vendor from the WIC Program or use nonrenewal of the Vendor Agreement as an alternative to disqualification.
3. If the State WIC Agency determines that disqualification of a vendor under the Federal Mandatory Vendor Sanctions for violations B. through I. and L. would result in inadequate participant access pursuant to 10A N.C.A.C. 43D.0710(e), the State WIC Agency will impose a civil money penalty ("CMP") in lieu of disqualification in accordance with 10A N.C.A.C. 43D.0710(f)(1). If the State WIC Agency determines that disqualification of a vendor under the State Vendor Sanctions for violations A. through N. would result in participant hardship pursuant to 10A N.C.A.C. 43D.0710(f)(3), the State WIC Agency may impose a monetary penalty in lieu of disqualification in accordance with 10A N.C.A.C. 43D.0710(f)(2). If a vendor does not pay, only partially pays, or fails to timely pay a civil money penalty or monetary penalty assessed in lieu of disqualification, the vendor shall be disqualified for the length of the original disqualification.
4. A second Federal Mandatory Vendor Sanction for any of the violations in B. through I. shall be doubled. A third or subsequent Federal Mandatory Vendor Sanction for any of the violations in B. through I. and L. shall be doubled with no CMP option for inadequate participant access. State Vendor Sanctions for any of the violations in A. through N. detected during a single investigation shall be cumulative, provided that the total disqualification period may not exceed one year.
5. Disqualification from the WIC Program may result in disqualification as a retailer in SNAP. Such disqualification is not subject to administrative or judicial review under SNAP.
6. A vendor applicant shall not become authorized as a WIC vendor if the store has been disqualified from participation in the WIC Program and the disqualification period has not expired.
7. A vendor applicant shall not become authorized as a WIC vendor if the store is currently disqualified from SNAP or the store has been assessed a SNAP civil money penalty for hardship and the disqualification period that otherwise would have been imposed has not expired.
8. A change in ownership, change in store location of more than three miles from the store's previous location, cessation of operations, withdrawal from the WIC Program or disqualification from the WIC Program shall result in termination of the WIC Vendor Agreement by the State WIC Agency. Change of ownership, change in store location, ceasing operations, withdrawal from the WIC Program, or nonrenewal of the WIC Vendor Agreement shall not stop a disqualification period applicable to the store.
9. Failure to redeem at least \$2,000 annually in WIC supplemental food sales shall result in termination of the WIC Vendor Agreement.
10. Failure of an owner, store manager or other authorized store representative to attend annual vendor training by September 30 of each year shall result in termination of the WIC Vendor Agreement.



11. Pursuant to 7 CFR 246.12 (g)(4)(iii), subsequent to authorization, a vendor selected for participation in the WIC Program must not increase prices to levels that would make the vendor ineligible for authorization. Failure to comply with this regulation shall result in termination of the WIC Vendor Agreement.
12. A vendor who commits fraud or abuse of the Program is liable to prosecution under applicable Federal, State, and local laws. Under 7 CFR 246.23, those who have embezzled, willfully misapplied, stolen, or fraudulently obtained program funds, or those who have knowingly received, concealed or retained such funds, shall be subject to a fine of not more than \$25,000 or imprisonment for not more than five years or both, if the value of the funds is \$100 or more. If the value is less than \$100, the penalties are a fine of not more than \$1,000 or imprisonment for not more than one year or both.
13. Either the State WIC Agency or the vendor may terminate this Agreement for cause after providing 30 days' advance written notice. This Agreement may be terminated by mutual agreement of both parties at any time. Neither the State WIC Agency nor the vendor has an obligation to renew the vendor Agreement.

### **Section V -- Appeal Procedures**

The vendor appeal procedures shall be in accordance with Section .0800 of 10A N.C.A.C. 43D. The vendor may appeal the adverse actions listed in 7 CFR 246.18 (a)(1)(i) and (a)(1)(ii). However, the following actions are not subject to administrative review: the validity or appropriateness of the State WIC Agency's vendor limiting or selection criteria; the validity or appropriateness of the State WIC Agency's participant access criteria and the State WIC Agency's participant access determinations; the State WIC Agency's determination to exclude an infant formula manufacturer, wholesaler, distributor or retailer from the State WIC Agency's list of approved sources; the State WIC Agency's determination whether to provide written notification to a vendor when an investigation reveals an initial violation that requires a pattern of occurrences to impose a sanction; the expiration of a vendor's Agreement; disputes regarding food benefit or cash-value benefit payments and vendor claims, other than the opportunity to justify or correct as permitted by 7 CFR 246.12(k)(3); and the disqualification of a vendor as a result of disqualification from SNAP.

**Section VI -- Minimum Inventory – 10A N.C.A.C. 43D.0708(17)**

The following items and sizes constitute the minimum inventory of supplemental foods for vendors in Peer Groups VI-XI listed in provision 2. of Section I. of this Agreement.

<b>Food Type</b>	<b>Type of Inventory</b>	<b>Required Quantities</b>
Milk	Whole fluid: gallon -and- Skim/low-fat fluid: gallon	2 gallons 6 gallons
Cheese	1 pound package	2 packages
Cereals	2 types: whole grain (Minimum package size: 12 ounce)	6 packages total
Eggs	Grade A, large, white 1 dozen size carton	2 dozen
Juices	Single strength: 48-ounce container 64-ounce container	4 containers 4 containers
Dried Peas/Beans	1 pound package	2 packages
Peanut Butter	16 to 18-ounce container	2 containers
Tuna	5 to 6-ounce can	6 cans
Bread/Tortillas	16-ounce loaf of bread or package of tortillas	2 loaves or 2 packages OR 1 loaf and 1 package
Rice	14 to 16-ounce package	2 packages
Infant Cereal	8-ounce box	6 boxes
Infant Fruits and Vegetables	3.5 to 4-ounce container 1 type of fruit and 1 type of vegetable	64 ounces
Infant Formula	milk-based powder; 11.0 to 14 ounce -and- soy-based powder; 11.0 to 14.0 ounce Brands must be the primary contract infant formulas	8 cans 4 cans
Fruits	14 to 16-ounce can: 2 varieties	10 cans total
Vegetables (Excludes foods in Dried Peas and Beans category)	14 to 16-ounce can: 2 varieties	10 cans total

## Section VII—Vendor Sanction System

<b>VENDOR SANCTION SYSTEM</b>		
<b>FEDERAL MANDATORY VENDOR SANCTIONS</b>		
	<b>VIOLATIONS</b>	<b>DISQUALIFICATION PERIOD</b>
A.	A vendor criminally convicted of trafficking in food benefits or selling firearms, ammunition, explosives, or controlled substances (as defined in 21 USC 802) in exchange for food benefits. A vendor is not entitled to receive any compensation for revenues lost as a result of such violation.	Permanent
B.	One occurrence (1) of buying or selling food instruments or cash-value vouchers for cash (trafficking) or one occurrence of selling firearms, ammunition, explosives, or controlled substances (as defined in 21 USC 802) in exchange for food benefits.	6 years
C.	One occurrence (1) of the sale of alcohol or alcoholic beverages or tobacco products in exchange for food benefits.	3 years
D.	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 a 60-day period. The six or more days do not have to be consecutive days within the 60-day period. Failure or inability to provide records or providing false records required under 10A NCAC 43D.0708(24) for an inventory audit shall be deemed a violation of 7 C.F.R.246.12(I)(1)(iii)(B) and 10A NCAC 43D.0710(a)(1).	3 years
E.	Two occurrences of vendor overcharging within a 12-month period.	3 years
F.	Two occurrences (2) within a 12-month period of receiving, transacting or redeeming food benefits outside of authorized channels, including the use of an unauthorized vendor or an unauthorized person.	3 years
G.	Two occurrences (2) within a 12-month period of charging for supplemental food not received by the WIC customer.	3 years
H.	Two occurrences (2) within a 12-month period 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 USC 802, in exchange for food benefits.	3 years
I.	Three occurrences (3) within a 12-month period of providing unauthorized food items in exchange for food benefits, including charging for supplemental foods provided in excess of those listed on the food benefit balance.	1 year
J.	2nd sanction, excluding sanctions for trafficking convictions and SNAP disqualifications.	Double Sanctions
K.	3rd sanction, excluding sanctions for trafficking convictions and SNAP disqualifications.	Double Sanctions and no CMP option
L.	Disqualification from SNAP	Same length of time as the SNAP disqualification and may begin at a later date than the SNAP disqualification

<b>STATE VENDOR SANCTIONS</b>		
<b>VIOLATIONS</b>		<b>DISQUALIFICATION PERIOD</b>
A.	Two occurrences (2) within a 12-month period of discrimination on the basis of WIC participation as referenced in 10A NCAC 43D.0708(31).	1 year
B.	Three occurrences (3) within a 12-month period of failure to properly transact WIC food benefits by manually entering the EBT card number or entering the PIN into the POS instead of the WIC participant, scanning the UPC or PLU codes from UPC codebooks or reference sheets when completing a WIC participant's EBT transaction, not entering the correct quantity and item price or not providing the WIC participant with a receipt that shows the items purchased and the participant's remaining food benefit balance.	1 year
C.	Three occurrences (3) within a 12-month period of requiring a cash purchase to transact WIC food benefits	1 year
D.	Three occurrences (3) within a 12-month period of contacting a WIC customer in an attempt to recoup funds for food benefits or contacting a WIC customer outside the store regarding the transaction or redemption of WIC food benefits.	270 days
E.	Three occurrences (3) within a 12-month period of failure to provide program- related records referenced in 10A NCAC 43D.0708(24) when requested by WIC staff, except as provided in 10A NCAC 43D.0708(24) and 10A NCAC 43D.0710(a)(1) for failure or inability to provide records for an inventory audit.	180 days
F.	Three occurrences (3) within a 12-month period of failure to provide the information referenced in 10A NCAC 43D.0708(25) when requested by WIC staff.	180 days
G.	Three occurrences (3) within a 12-month period of failure to stock the minimum inventory specified in 10A NCAC 43D.0708(17).	180 days
H.	Three occurrences (3) within a 12-month period of failure to make EBT point of sale equipment accessible to WIC customers to ensure that EBT transactions are completed in accordance with 10A NCAC 43D.0708.	180 days
I.	Three occurrences (3) within a 12-month period of failure to comply with minimum lane coverage criteria required by 7 CFR 246.12(z)(2) and 10A NCAC 43D.0708(20)(c).	90 days
J.	Three occurrences (3) within a 12-month period of stocking WIC supplemental foods outside of the manufacturer's expiration date	90 days
K.	Five occurrences (5) within a 12-month period of failure to submit a WIC Price List as required by 10A NCAC 43D.0708(26).	90 days
L.	Three occurrences (3) within a 12-month period of failure to allow monitoring of a store by WIC staff.	90 days
M.	Three occurrences (3) within a 12-month period of failure to mark the current shelf prices of all WIC supplemental foods on the foods or have the prices posted on the shelf or display case.	60 days
N.	Five occurrences (5) within a 12-month period of requiring the purchase of a specific brand when more than one WIC supplemental food brand is available.	60 days

## **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. 794); 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, (including gender identity and sexual orientation), or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

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.



# INSTRUCTIONS FOR COMPLETION OF THE WIC VENDOR AGREEMENT FOR FREE-STANDING PHARMACIES (DHHS 2768-P)

## **PURPOSE:**

This Agreement authorizes free-standing pharmacy vendors to accept N.C. WIC food instruments in compliance with federal and state WIC Program laws, regulations, rules, and policies.

## **INSTRUCTIONS:**

1. Form must be completed in blue or black ink (please print) or typed.
2. Do not use correction fluid/tape (all copies must look the same). Strike through errors with a single line, initial and date the error.
3. Only the current form, effective through September 30, 2027, will be accepted.

## **TOP OF AGREEMENT:**

- The name of the store and store number (if part of a chain) must be printed on the first line. Do not use the corporate name of the business.
- The name (no abbreviations) of the Local WIC Agency must be printed on the second line.

## **VENDOR (LEFT) SECTION OF AGREEMENT:**

- Provide the Vendor Number (leave blank if a new vendor) in box.
- Signature of owner and signature date are required.
- Printed name and title of owner are required.
- Name of store is required (name must be the same as name at top of form). Do not use the corporate name of the business.
- Only mailing address for store is required (including city, state, and zip code).
- Provide phone number, including the area code, for the store.
- **The vendor owner/officer that signs the Agreement must also initial by the statement at the bottom of this section that they have received and will comply with the Terms of Vendor Agreement for Free-Standing Pharmacies.**

## **LOCAL WIC AGENCY AUTHORIZATION (RIGHT TOP) SECTION OF AGREEMENT:**

- Signature of Local WIC Agency authorized representative and the date signed are required.
- Printed name and title of Local WIC Agency authorized representative are required.
- Name of Local WIC Agency (name must be the same as name at top of form; no abbreviations) is required. Local WIC Agency program number is also required.
- Local WIC Agency mailing address is required (including city, state, and zip code).
- Provide Local WIC Agency phone number, including the area code.
- After completion of the Local WIC Agency Authorization Section, review all other completed sections of the Agreement for accuracy.

## **STATE WIC AGENCY AUTHORIZATION (SHADED RIGHT BOTTOM) SECTION OF AGREEMENT:**

- **This section is for State use only. Do not write in this section.**
- The State WIC Agency reviews the Agreement and completes the State WIC Agency authorization section.

\*The Local WIC Agency will receive a copy of the fully completed Agreement after all required parties have provided their signatures.

## **TERMS OF VENDOR AGREEMENT FOR FREE-STANDING PHARMACIES**

Vendor keeps pages of the "Terms of Vendor Agreement for Free-Standing Pharmacies". Vendor must read, understand, and agree with the Terms. The statement on the Vendor Agreement for Free-Standing Pharmacies, indicating the Terms of Vendor Agreement for Free-Standing Pharmacies have been received, must be initialed by owner.

## **RETENTION AND DISPOSITION:**

This form must be retained in accordance with records retention requirements of the North Carolina Department of Cultural Resources and the North Carolina Department of Health and Human Services.

## **REORDER:** (Use DHHS 2507)

Send to: Community Nutrition Services Section, 1914 Mail Service Center, 5601 Six Forks Road, Raleigh, NC 27699-1914 Courier 54-42-01

**TERMS OF VENDOR AGREEMENT FOR FREE-STANDING PHARMACIES**

**WITNESSETH:**

**This Agreement is pursuant to 10A N.C.A.C. Subchapter 43D**

This Agreement does not constitute a license or a property interest.

**Section I – Vendor**

The Vendor agrees to:

1. Comply with the terms of this Agreement and State and federal WIC Program rules, regulations, policies and applicable law governing the Program, including any changes made during the Agreement period;
2. Provide only exempt infant formula and WIC-eligible nutritionals to WIC customers; For purposes of this Agreement, all references to supplemental food or WIC supplemental food means exempt infant formula and WIC-eligible nutritionals;
3. Be placed into one of the following peer groups in accordance with 7 CFR 246.12 and 10A N.C.A.C. 43D.0706. The State WIC Agency may reassess an authorized vendor’s peer group designation at any time during the vendor’s Agreement period and shall place the vendor in a different peer group if upon reassessment the State Agency determines that the vendor is no longer in the appropriate peer group; the following table provides a description of each vendor peer group.

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

4. Comply with the vendor selection criteria throughout the Agreement period, and any changes in the criteria, including the following:
  - a. Operate the store at a single, fixed location within the State of North Carolina; The store shall be located at the address indicated on the WIC vendor application and shall be the site at which WIC supplemental foods are selected by the WIC customer;
  - b. Keep the store open throughout the year for business with the public at least six days a week for a minimum of forty (40) hours per week between 8:00 a.m. and 11:00 p.m.;



- c. Not use the acronym "WIC" or the WIC logo, including facsimiles thereof, in total or in part, in the official name in which the business is registered or in the name under which the store does business;
- d. Not use the WIC logo in advertising or promotional literature;
- e. Not apply stickers, tags, or labels having the WIC acronym or logo on North Carolina approved WIC supplemental foods;
- f. Not submit false, erroneous, or misleading information to the State or Local Agency;
- g. Not have any owner(s), officer(s), or manager(s) who are employed, or who have a spouse, child, or parent who is employed by the State WIC program or the local WIC program serving the county where the vendor conducts business; A vendor shall not have an employee who handles or transacts WIC food benefits who is employed, or who has a spouse, child, or parent who is employed by the State WIC program or the local WIC program serving the county where the vendor conducts business. Such situations present a conflict of interest;
- h. Not have any owner(s), officer(s), or manager(s) who in the last six years have 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;
- i. Excluding chain stores and stores under a WIC Corporate Agreement that have a separate manager on site for each store, not have an owner who holds a financial interest in any of the following:
  - (1) A SNAP vendor which is disqualified from participation in the SNAP or has been assessed a civil money penalty for hardship in lieu of disqualification and the time period during which the disqualification would have run, had a penalty not been paid, is continuing; or
  - (2) Another WIC vendor which is disqualified from participation in the WIC Program or which has been assessed a monetary or civil money penalty pursuant to G.S. 130A-22(c1), Paragraph (e) or Paragraph (f) of 10A N.C.A.C. 43D.0710 as the result of violation of Paragraphs (a) or (b) of 10A N.C.A.C. 43D.0710, and if assessed a penalty, the time during which the disqualification would have run, had a penalty not been assessed, is continuing;

The requirements of provision 3.j. of Section I. of this Agreement shall not be met by the transfer or conveyance of financial interest during the period of disqualification.

Additionally, the requirements of provision 3.j. shall not be met even if such transfer or conveyance of financial interest in a SNAP vendor under 3.j.(1) prematurely ends the disqualification period applicable to that SNAP vendor. The requirements of provision 3.j. shall apply until the time the SNAP vendor disqualification otherwise would have expired;

- j. Purchase all infant formula, exempt infant formula and WIC-eligible nutritionals directly from State-approved sources and provide only such infant formula, exempt infant formula and WIC-eligible nutritionals to WIC customers; Maintain and make available to the state or local WIC agency invoices, receipts, copies of purchase orders, and any other proofs of purchase documenting such purchases; All purchase documentation must satisfy the requirements of 10A N.C.A.C. 43D.0708 (24)(a) through (24)(c);
- k. Mark the current shelf prices of all WIC supplemental foods clearly on the foods or have the prices posted on the shelf or display case at all times;
- l. Not operate as a predominantly WIC vendor as defined in 10A N.C.A.C. 43D.0202; and
- m. Not have an owner, officer or manager that currently has 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;

The State WIC Agency may reassess the vendor at any time during the Agreement period using the selection criteria in effect at the time of the reassessment and shall terminate the vendor Agreement if the vendor fails to comply with the vendor selection criteria, including the criteria in Section I.3.a. through o. of this Agreement;

5. Not discriminate on the basis of WIC participation, such as failing to offer WIC customers the same courtesies offered to other customers, including the acceptance of store and manufacturer's coupons, or requiring separate WIC lines; The vendor shall comply with the nondiscrimination provisions of 7 CFR Parts 15, 15a, and 15b;
6. Require an owner, store manager or other authorized store representative to attend annual vendor training upon notification of the training by the local WIC agency;
7. Inform and train vendor's cashiers and other staff on WIC Program requirements; The vendor also agrees to be accountable for the actions of its owners, officers, managers, agents and employees who commit vendor violations;
8. Submit a current accurately completed WIC Price List when applying for vendor authorization for the first time; the vendor also agrees to submit a WIC Price List within two (2) weeks of any written request by the State or local WIC agency;
9. Ensure that all supplemental foods in the store for purchase are within the manufacturer's expiration date;
10. Accept WIC Program food benefits in exchange for North Carolina approved WIC supplemental foods. Supplemental foods are those foods which satisfy the requirements of 10A N.C.A.C. 43D.0501. The North Carolina approved WIC supplemental foods criteria, specifications, and product identification are contained in the *North Carolina WIC Program Information on the Selection of Approved Foods* document, which is incorporated herein by reference with all subsequent amendments and editions;
11. Provide to the WIC customer only the approved supplemental foods, fruits, and vegetables contained in the authorized product list (APL) after it has been determined that the WIC customer has an available balance on the date of the transaction; the WIC customer is not required to get all of the supplemental foods available on their benefit balance;
12. Transmit the current shelf price of all WIC-approved supplemental foods purchased in the correct sizes, quantities, and the total dollar amount of all WIC-approved supplemental foods purchased in the EBT system; Not charge or collect sales tax for the supplemental food provided; Not charge or collect tax on coupons used in conjunction with WIC food benefits;
13. Charge no more for supplemental food provided to a WIC customer than to a non-WIC customer or no more than the current shelf price, whichever is less; Violation of this provision, whether intentional or unintentional, is defined as a vendor overcharge;
14. Permit the purchase of supplemental food without requiring other purchases;
15. Comply with the following Electronic Benefit Transfer (EBT) provisions:
  - a. Sign the WIC Vendor Agreement of the EBT Processor selected by the State WIC Program or a third-party processor that has been certified according to criteria established by the EBT Processor selected by the State WIC Program. Failure by a vendor to sign and retain a WIC Vendor Agreement with the State WIC Program's EBT Processor or a third-party processor that has been certified according to criteria established by the State WIC Program's EBT Processor will result in termination of the WIC Vendor Agreement. Vendors must notify the WIC Program within 24 hours of any periods of time during which they do not maintain an Agreement with the State WIC Program's EBT Processor or a third-party processor that has been certified according to criteria established by the State WIC Program's EBT Processor;
  - b. After the State WIC Agency has granted final approval of certification testing for the vendor's point-of-sale (POS) system and the vendor has been authorized to accept WIC, process EBT transactions accurately, in a timely manner and in accordance with the terms of this Agreement, the EBT Processor Vendor Agreement, the FNS EBT operating rules, standards and technical requirements, WIC Program Rules, and state and federal regulations, and statutes;
  - c. Maintain POS terminals used to support the WIC Program in accordance with the minimum lane provisions of 7 C.F.R. 246.12(z)(2);
  - d. Maintain a North Carolina EBT Processor certified in-store EBT system that is available for WIC redemption processing during all hours the store is open;
  - e. Request the North Carolina EBT Processor re-certify its in-store system if the vendor alters or revises the system in any manner that impacts the EBT redemption or claims processing system after initial certification is completed. The following applies:
    - (1) If the EBT system is reconfigured or modified by the vendor and/or other parties in such a way that the WIC in-store system no longer exhibits the required system

- accuracy, integrity, or performance required and under which requirements the WIC in-store system was certified, the State will not accept a redemption;
- (2) The vendor is liable for the costs of all recertification events needed to return the EBT system for all outlets covered by this agreement to full compliance with the State Agency's system requirements. Failure to seek recertification when the vendor's system is altered/revised shall subject the vendor to the financial liabilities for all transactions processed.
- f. For vendors with integrated (multi-function) systems, obtain EBT card readers to support EBT transactions within their store(s). The vendor must ensure that the EBT card readers they obtain meet all EBT and North Carolina EBT Processor requirements. The vendor must:
    - (1) Purchase EBT card terminals that are capable of properly reading EBT card transactions;
    - (2) Ensure that the EBT terminal(s) will be supported by integrated software that is fully capable of supporting WIC in-line transactions. The vendor's point-of-sale system must meet state certification requirements, including interoperability and North Carolina EBT provider requirements, prior to being placed in operation to accept EBT transactions.
    - (3) Acknowledge that the performance of maintenance, cost of maintenance, and cost of future replacement of terminals is the vendor's sole responsibility;
  - g. Require an owner, manager, or other authorized store representative to complete training approved by the State WIC Program on EBT procedures. The vendor must ensure that all cashiers and staff are fully trained on EBT requirements, including training in the acceptance and processing of WIC EBT transactions;
  - h. Require the WIC customer to approve the WIC transaction. Vendor must ensure that the vendor owners, officers or the vendor's staff do not approve the WIC transaction for WIC customers under any circumstances;
  - i. Release supplemental food to WIC customers when the EBT transaction has been completed to include an itemized receipt of transaction approval by the EBT processing system for all items purchased with EBT. The itemized receipt must:
    - (1) Clearly identify the items purchased and the individual price charged for each item listed;
    - (2) List the remaining benefit balance and the expiration date of the WIC supplemental foods available;
  - j. Scan or manually enter universal product codes (UPC) only from approved supplemental foods being purchased by the WIC customer in the types, sizes, and quantities available on the WIC customer's EBT account. The vendor must not scan codes from UPC codebooks or reference sheets;
  - k. Only transmit the current shelf price of all WIC-approved supplemental foods purchased in the correct sizes, quantities, and the total dollar amount of all WIC-approved supplemental foods purchased in the EBT system;
  - l. Ensure the certified in-lane redemption process for EBT allows a reasonable degree of security for protecting the personal identification number (PIN) used by the WIC customer;
  - m. Ensure that a PIN is used by the WIC customer to complete the EBT transaction in lieu of a signature; the WIC customer must enter the PIN to initiate the EBT transaction; the vendor must not enter the PIN for the WIC customer;
  - n. Return any EBT card found on the vendor's property and unclaimed for 24 hours to the WIC Program. The vendor must not hold or use a WIC customer's EBT card and PIN for any purpose whatsoever;
  - o. Connect the vendor's in-store system for each outlet covered by the WIC Vendor Agreement to the State's WIC EBT system at least once each 24-hours period to download reconciliation files and the North Carolina WIC authorized product list;
  - p. Use self-checkout technology at cash registers only once the self-checkout system has been certified by the State WIC Agency.
  - q. Not charge to the State agency:
    - (1) Any third-party commercial processing costs and fees incurred by the vendor from EBT multi-function equipment. Commercial transaction processing costs and fees

imposed by a third-party processor that the vendor elects to use to connect to the EBT system of the state shall be borne by the vendor;

- (2) Interchange fees related to EBT transactions;
- (3) Ongoing maintenance, processing fees or operational costs for vendor systems and equipment used to support EBT.

16. Not transact food benefits in whole or in part for cash, credit (including rainchecks), unauthorized foods, or non-food items;
17. Not provide refunds or permit exchanges for authorized supplemental foods obtained with food benefits, except for exchanges of an identical authorized supplemental food when the original authorized supplemental food is defective, spoiled, or has exceeded its "best if used by," "sell by" or other date limiting the sale or use of the food; An identical authorized supplemental food means the exact brand, type and size as the original authorized supplemental food obtained and returned by the WIC customer;
18. Not seek restitution from the WIC customer for reimbursement paid by the vendor to the State WIC Agency or for WIC food benefits not paid or partially paid by the State WIC Agency; Additionally, the vendor shall not charge the WIC customer for authorized supplemental foods obtained with food benefits;
19. Not contact a WIC customer outside the store regarding the transaction or redemption of WIC food benefits;
20. Notify the local WIC agency of misuse (attempted or actual) of WIC Program food benefits;
21. Allow monitoring and inspection by state and local WIC Agency staff of the store premises and procedures to ensure compliance with the Agreement and State and Federal WIC Program rules, regulations and applicable law; This includes providing access to all program-related records, vendor records pertinent to the purchase and sale of WIC supplemental foods, including invoices, receipts, copies of purchase orders, and any other proofs of purchase; Federal and State corporate and individual income tax and sales and use tax returns and all records pertinent to these returns; and books and records of all financial and business transactions. These records must be retained by the vendor for a period of three years or until any audit pertaining to these records is resolved, whichever is later. Notwithstanding any other provision of this Agreement and Rules .0707, .0708 and .0710 of 10A N.C.A.C. 43D, failure or inability to provide these records for an inventory audit or providing false records for an inventory audit shall be deemed a violation of 7 CFR 246.12(l)(1)(iii)(B) and Subparagraph (a)(1) of 10A N.C.A.C. 43D.0710. Invoices, receipts, purchase orders, and any other proofs of purchase for WIC supplemental foods shall include:
  - a. The name of the seller and be prepared entirely by the seller without alteration by the vendor or on the seller's business letterhead;
  - b. 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
  - c. A description of each WIC supplemental food item purchased, including brand name, unit size, type or form, and quantity;
22. Reimburse the State WIC Agency in full or agree to a repayment schedule with the State WIC Agency within thirty (30) days of written notification of a claim assessed due to a vendor violation that affects payment to the vendor; Failure to reimburse the State WIC Agency in full or agree to a repayment schedule within thirty (30) days of written notification of a claim shall result in termination of the WIC Vendor Agreement. When the State WIC Agency determines the vendor has committed a vendor violation that affects payment to the vendor, the State WIC Agency will deny payment or assess a claim. The State WIC Agency has the authority to deny payment or assess a claim in the amount of the full purchase price of all food benefits affected by the vendor violation. Denial of payment by the State WIC Agency or payment of a claim by the vendor for a vendor violation(s) shall not absolve the vendor of the violation(s). The vendor shall also be subject to any vendor sanctions authorized under 10A N.C.A.C. 43D.0710 for the vendor violation(s);
23. Notify the local WIC agency in writing at least 30 days prior to a change of ownership, change in store location, cessation of operations, or withdrawal from the WIC Program;
24. Be monitored for compliance with Program requirements through routine monitoring, compliance buys, inventory audits and any other means the State WIC Agency deems necessary to determine compliance with Program requirements; and

25. The WIC Vendor Agreement does not constitute a license or a property interest; A vendor must reapply to continue to be authorized beyond the period of its current WIC Vendor Agreement. Additionally, a store must reapply to become authorized following the expiration of a disqualification period or termination of the Agreement. In all cases, the vendor applicant is subject to the vendor peer group criteria of 10A N.C.A.C. 43D.0706 and the vendor selection criteria of 10A N.C.A.C. 43D.0707.

## **Section II – Local WIC Agency**

The Local WIC Agency agrees to:

1. Provide annual vendor training on WIC program requirements;
2. Conduct routine monitoring of the vendor's performance under this Agreement to ensure compliance with the Agreement and State and Federal WIC Program rules, regulations and applicable law; A minimum of one-third of all authorized vendors, excluding military commissaries, shall be monitored within a federal fiscal year (October 1 – September 30) and all vendors shall be monitored at least once within three consecutive fiscal years. Any vendor shall be monitored within one (1) week of a written request by the State WIC Agency;
3. Provide vendors with the North Carolina WIC Vendor Manual, all Vendor Manual amendments, blank WIC Price Lists, and any other documents and materials required for the vendor's participation as an authorized WIC vendor;
4. Assist the vendor with questions regarding the vendor's participation in the WIC Program; and
5. Maintain records pertaining to this Agreement and vendor management activities in accordance with the NC Department of Health and Human Services Records Retention Schedule.

## **Section III – State WIC Agency**

The State WIC Agency agrees to:

1. Make payment to the vendor for food benefits transacted at the vendor's store upon compliance by the vendor with the conditions contained in Section I of this Agreement and all WIC Program rules, regulations, policies and applicable law; Payment will not be made unless and until the conditions in Section I have been met. Notwithstanding the foregoing, if payment is made by the State WIC Agency and the conditions in Section I have not been satisfied, the State WIC Agency may assess a claim against the vendor. The vendor shall reimburse the State WIC Agency in full or agree to a repayment schedule within thirty (30) days of written notification of a claim. The State WIC Agency may offset a claim against current and subsequent amounts owed to a vendor if a vendor fails to pay a claim;
2. Provide annually a list of State-approved sources for the purchase of infant formula, exempt infant formula, and WIC-eligible nutritionals;
3. Provide the vendor written notification of an initial violation that requires a pattern of occurrences to impose a sanction, unless the State WIC Agency determines that notifying the vendor would compromise an investigation, as provided in 7 CFR 246.12(l)(3);
4. Determine if a vendor applicant has an EBT capable register system before authorizing the vendor to participate in the WIC Program;

## **Section IV -- Disqualification and Termination**

1. The State WIC Agency shall disqualify a vendor in accordance with the Vendor Sanction System referenced in Section VII of this Agreement and 10A N.C.A.C. 43D.0710.
2. The State WIC Agency may not accept voluntary withdrawal of the vendor from the WIC Program or use nonrenewal of the Vendor Agreement as an alternative to disqualification.
3. If the State WIC Agency determines that disqualification of a vendor under the Federal Mandatory Vendor Sanctions for violations B. through I. and L. would result in inadequate participant access pursuant to 10A N.C.A.C. 43D.0710(e), the State WIC Agency will impose a civil money penalty ("CMP") in lieu of disqualification in accordance with 10A N.C.A.C. 43D.0710(f)(1). If the State WIC Agency determines that disqualification of a vendor under the State Vendor Sanctions for violations A. through N. would result in participant hardship pursuant to 10A N.C.A.C. 43D.0710(f)(3), the State WIC Agency may impose a monetary penalty in lieu of disqualification in accordance with 10A N.C.A.C. 43D.0710(f)(2). If a vendor does not pay, only partially pays, or fails to timely pay a civil money penalty or monetary penalty assessed in lieu of disqualification, the vendor shall be disqualified for the length of the original disqualification.

4. A second Federal Mandatory Vendor Sanction for any of the violations in B. through I. shall be doubled. A third or subsequent Federal Mandatory Vendor Sanction for any of the violations in B. through I. and L. shall be doubled with no CMP option for inadequate participant access. State Vendor Sanctions for any of the violations in A. through N. detected during a single investigation shall be cumulative, provided that the total disqualification period may not exceed one year.
5. Disqualification from the WIC Program may result in disqualification as a retailer in SNAP. Such disqualification is not subject to administrative or judicial review under SNAP.
6. A vendor applicant shall not become authorized as a WIC vendor if the store has been disqualified from participation in the WIC Program and the disqualification period has not expired.
7. A vendor applicant shall not become authorized as a WIC vendor if the store is currently disqualified from SNAP or the store has been assessed a SNAP civil money penalty for hardship and the disqualification period that otherwise would have been imposed has not expired.
8. A change in ownership, change in store location of more than three miles from the store's previous location, cessation of operations, withdrawal from the WIC Program or disqualification from the WIC Program shall result in termination of the WIC Vendor Agreement by the State WIC Agency. Change of ownership, change in store location, ceasing operations, withdrawal from the WIC Program, or nonrenewal of the WIC Vendor Agreement shall not stop a disqualification period applicable to the store.
9. Failure of an owner, store manager or other authorized store representative to attend annual vendor training by September 30 of each year shall result in termination of the WIC Vendor Agreement.
10. A vendor who commits fraud or abuse of the Program is liable to prosecution under applicable Federal, State, and local laws. Under 7 CFR 246.23, those who have embezzled, willfully misapplied, stolen, or fraudulently obtained program funds, or those who have knowingly received, concealed or retained such funds, shall be subject to a fine of not more than \$25,000 or imprisonment for not more than five years or both, if the value of the funds is \$100 or more. If the value is less than \$100, the penalties are a fine of not more than \$1,000 or imprisonment for not more than one year or both.
11. Either the State WIC Agency or the vendor may terminate this Agreement for cause after providing 30 days' advance written notice. This Agreement may be terminated by mutual agreement of both parties at any time. Neither the State WIC Agency nor the vendor has an obligation to renew the vendor Agreement.

## **Section V -- Appeal Procedures**

The vendor appeal procedures shall be in accordance with Section .0800 of 10A N.C.A.C. 43D. The vendor may appeal the adverse actions listed in 7 CFR 246.18 (a)(1)(i) and (a)(1)(ii). However, the following actions are not subject to administrative review: the validity or appropriateness of the State WIC Agency's vendor limiting or selection criteria; the validity or appropriateness of the State WIC Agency's participant access criteria and the State WIC Agency's participant access determinations; the State WIC Agency's determination to exclude an infant formula manufacturer, wholesaler, distributor or retailer from the State WIC Agency's list of approved sources; the State WIC Agency's determination whether to provide written notification to a vendor when an investigation reveals an initial violation that requires a pattern of occurrences to impose a sanction; the expiration of a vendor's Agreement; disputes regarding food benefit payments and vendor claims, other than the opportunity to justify or correct as permitted by 7 CFR 246.12(k)(3); and the disqualification of a vendor as a result of disqualification from SNAP.

## Section VI -- Vendor Sanction System

VENDOR SANCTION SYSTEM		
FEDERAL MANDATORY VENDOR SANCTIONS		
	VIOLATIONS	DISQUALIFICATION PERIOD
A.	A vendor criminally convicted of trafficking in food benefits or selling firearms, ammunition, explosives, or controlled substances (as defined in 21 USC 802) in exchange for food benefits. A vendor is not entitled to receive any compensation for revenues lost as a result of such violation.	Permanent
B.	One occurrence (1) of buying or selling food instruments or cash-value vouchers for cash (trafficking) or one occurrence of selling firearms, ammunition, explosives, or controlled substances (as defined in 21 USC 802) in exchange for food benefits.	6 years
C.	One occurrence (1) of the sale of alcohol or alcoholic beverages or tobacco products in exchange for food benefits.	3 years
D.	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 a 60-day period. The six or more days do not have to be consecutive days within the 60-day period. Failure or inability to provide records or providing false records required under 10A NCAC 43D.0708(24) for an inventory audit shall be deemed a violation of 7 C.F.R.246.12(I)(1)(iii)(B) and 10A NCAC 43D.0710(a)(1).	3 years
E.	Two occurrences of vendor overcharging within a 12-month period.	3 years
F.	Two occurrences (2) within a 12-month period of receiving, transacting or redeeming food benefits outside of authorized channels, including the use of an unauthorized vendor or an unauthorized person.	3 years
G.	Two occurrences (2) within a 12-month period of charging for supplemental food not received by the WIC customer.	3 years
H.	Two occurrences (2) within a 12-month period 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 USC 802, in exchange for food benefits.	3 years
I.	Three occurrences (3) within a 12-month period of providing unauthorized food items in exchange for food benefits, including charging for supplemental foods provided in excess of those listed on the food benefit balance.	1 year
J.	2nd sanction, excluding sanctions for trafficking convictions and SNAP disqualifications.	Double Sanctions
K.	3rd sanction, excluding sanctions for trafficking convictions and SNAP disqualifications.	Double Sanctions and no CMP option
L.	Disqualification from SNAP	Same length of time as the SNAP disqualification and may begin at a later date than the SNAP disqualification

STATE VENDOR SANCTIONS		
VIOLATIONS		DISQUALIFICATION PERIOD
A.	Two occurrences (2) within a 12-month period of discrimination on the basis of WIC participation as referenced in 10A NCAC 43D.0708(31).	1 year
B.	Three occurrences (3) within a 12-month period of failure to properly transact WIC food benefits by manually entering the EBT card number or entering the PIN into the POS instead of the WIC participant, scanning the UPC or PLU codes from UPC codebooks or reference sheets when completing a WIC participant's EBT transaction, not entering the correct quantity and item price or not providing the WIC participant with a receipt that shows the items purchased and the participant's remaining food benefit balance.	1 year
C.	Three occurrences (3) within a 12-month period of requiring a cash purchase to transact WIC food benefits	1 year
D.	Three occurrences (3) within a 12-month period of contacting a WIC customer in an attempt to recoup funds for food benefits or contacting a WIC customer outside the store regarding the transaction or redemption of WIC food benefits.	270 days
E.	Three occurrences (3) within a 12-month period of failure to provide program- related records referenced in 10A NCAC 43D.0708(24) when requested by WIC staff, except as provided in 10A NCAC 43D.0708(24) and 10A NCAC 43D.0710(a)(1) for failure or inability to provide records for an inventory audit.	180 days
F.	Three occurrences (3) within a 12-month period of failure to provide the information referenced in 10A NCAC 43D.0708(25) when requested by WIC staff.	180 days
G.	Three occurrences (3) within a 12-month period of failure to stock the minimum inventory specified in 10A NCAC 43D.0708(17).	180 days
H.	Three occurrences (3) within a 12-month period of failure to make EBT point of sale equipment accessible to WIC customers to ensure that EBT transactions are completed in accordance with 10A NCAC 43D.0708.	180 days
I.	Three occurrences (3) within a 12-month period of failure to comply with minimum lane coverage criteria required by 7 CFR 246.12(z)(2) and 10A NCAC 43D.0708(20)(c).	90 days
J.	Three occurrences (3) within a 12-month period of stocking WIC supplemental foods outside of the manufacturer's expiration date	90 days
K.	Five occurrences (5) within a 12-month period of failure to submit a WIC Price List as required by 10A NCAC 43D.0708(26).	90 days
L.	Three occurrences (3) within a 12-month period of failure to allow monitoring of a store by WIC staff.	90 days
M.	Three occurrences (3) within a 12-month period of failure to mark the current shelf prices of all WIC supplemental foods on the foods or have the prices posted on the shelf or display case.	60 days
N.	Five occurrences (5) within a 12-month period of requiring the purchase of a specific brand when more than one WIC supplemental food brand is available.	60 days



## **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. 794); 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, (including gender identity and sexual orientation), or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

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.

Local WIC Agency Name: \_\_\_\_\_

Vendor Number: \_\_\_\_\_

*Complete ALL sections – no blank spaces, no “N/A” (typewritten or print–blue or black ink). Sign & date form.*

## N. C. WIC VENDOR INFORMATION UPDATE

### SECTION I: Current Store Information / Store Management

Store Name (include store #): \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

SNAP Permit Number \_\_\_\_\_ Store Federal Tax ID # \_\_\_\_\_

Business Hours: Sunday \_\_\_\_\_ AM / PM - \_\_\_\_\_ AM / PM Thursday \_\_\_\_\_ AM / PM - \_\_\_\_\_ AM / PM  
(Circle AM or PM) Monday \_\_\_\_\_ AM / PM - \_\_\_\_\_ AM / PM Friday \_\_\_\_\_ AM / PM - \_\_\_\_\_ AM / PM  
Tuesday \_\_\_\_\_ AM / PM - \_\_\_\_\_ AM / PM Saturday \_\_\_\_\_ AM / PM - \_\_\_\_\_ AM / PM  
Wednesday \_\_\_\_\_ AM / PM - \_\_\_\_\_ AM / PM

Total number of registers in this store (including U-Scans) \_\_\_\_\_ Is your store eWIC capable?  Yes  No

Number of registers with scanning devices \_\_\_\_\_ Number of scanning devices that identify WIC-approved foods \_\_\_\_\_

Point of Sale system:  Integrated  Stand-beside device

Name of supplier(s) of infant formula (see list of authorized sources): \_\_\_\_\_

Store Manager's (Full) Name: (Circle one: Mr. Mrs. Ms.) \_\_\_\_\_  
First Middle Last

Is the Store Manager the primary contact for the store?  Yes  No

If no, provide primary contact name and telephone: \_\_\_\_\_  
First Middle Last Phone #

Does the store have internet access?  Yes  No Email address: \_\_\_\_\_

Percentage of total food sales comes from: WIC \_\_\_\_\_ % SNAP \_\_\_\_\_ % Cash \_\_\_\_\_ % Credit/Debit \_\_\_\_\_ % (must total 100%)

### SECTION II: Store Ownership Information

Type of Ownership: (check one)  Individual  Partnership  Limited Partnership  Corporation  LLC

Total Number of Stores Owned by this Ownership \_\_\_\_\_ Number of Other WIC Stores owned by this Ownership \_\_\_\_\_

If incorporated or LLC, Corporate/Company Name: \_\_\_\_\_

Physical address of regional/corporate headquarters: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_

Mailing address of regional/corporate headquarters (if not same as physical address): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_

Owner/Officer #1: Name: (Mr. Mrs. Ms.) \_\_\_\_\_ Title (If Officer): \_\_\_\_\_

Residential Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_

Percentage of business/shares owned: \_\_\_\_\_%. Please list the complete name and physical location of other store(s) owned:

Owner/Officer #2: Name: (Mr. Mrs. Ms.) \_\_\_\_\_ Title (If Officer): \_\_\_\_\_

Residential Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_

Percentage of business/shares owned: \_\_\_\_\_%. Please list the complete name and physical location of other store(s) owned:

### SECTION III: Business Integrity

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: \_\_\_\_\_

*This institution is an equal opportunity provider.*

# Vendor Information Update (DHHS 779) Form Instructions:

## REMINDERS:

- Form must be typed or completed in ink (printed in black or blue ink). **Do not use correction fluid/tape or write over errors.**
- The Local WIC Agency name (**no abbreviations**) must be written on the appropriate line.
- The vendor's WIC vendor number must be written on the appropriate line.

## Section I – Current Store Information / Store Management

- Provide store name (include store number), phone number, mailing address, and physical street address.
- SNAP Permit Number: Provide 7-digit Supplemental Nutrition Assistance Program (SNAP) permit number.
- Federal Tax ID #: Provide the business Federal tax identification number.
- Business Hours: Provide hours of operation, circling 'AM' or 'PM' for opening and closing times.
- Registers: Total number of all registers in the store, including U-Scans.
- Check 'Yes' or 'No' to indicate if store is eWIC capable.
- Registers with Scanning Devices: Total number of registers in which scanners are used to ring up items.
- Check "Integrated" or "Stand-beside device" to indicate the type of point-of-sale system used by the store.
- Scanning devices that identify WIC-approved foods: Number of scanning devices that identify WIC-approved foods.
- Supplier of Infant Formula: List all suppliers of infant formula (refer to NC Approved Supplier List).
- Store Manager's Name: Circle title of courtesy (Mr., Mrs., or Ms.). Type/print store manager's full name (first, middle, last). Do not use initials. If there is no middle name, write "NMN".
- Check 'Yes' or 'No' to indicate if store manager is the primary contact. If 'No', provide primary contact name & phone number.
- Internet Access: Check 'Yes' or 'No' to indicate whether the store has internet access.
- Email Address: Provide an email address for the store or owner.
- Percentage of total food sales: Provide percentage (%) of total food sales expected from WIC, SNAP, cash & credit/debit sales.

## Section II – Store Ownership Information

- Type of Ownership: Check only one (1) type of ownership. If type of ownership is a limited partnership, corporation, or LLC, provide the name, mailing and physical addresses, and phone number of the limited partnership, corporation, or LLC.
- **Document the Number of stores owned by this ownership and the Number (if any) Other WIC stores owned by this ownership.**
- Only one (1) owner allowed per line. If more than 2 owners, use a separate sheet of paper to document additional owners.
- Store Owner:
  - Circle the appropriate title of courtesy (Mr., Mrs., or Ms.). Type or print store owner's full name (first, middle, last). Do not use initials. If there is no middle name, write "NMN". Provide title if officer.
  - Type or print the owner's residential address and telephone number.
  - List the percentage of business or shares owned.
  - List all other stores owned by the store owner and physical addresses. Use additional paper, if necessary (more than 1 store).  
**List stores owned even if not WIC authorized stores**
  - Repeat the above steps for each store owner, using Page 4a of the WIC Vendor Application (DHHS 3282) to document more than 2 store owners or officers.

## Section III – Business Integrity

- Read and answer the question listed. If "yes" is checked, explain answer in space provided. An additional sheet of paper may be attached, if necessary.
- The store owner or officer must sign and date the form. If an officer signs the form, provide their title.

The Local WIC Agency retains a copy of the completed Update form and returns a copy of the completed Update form to the State WIC Agency.

## RETENTION AND DISPOSITION:

This form must be retained in accordance with records retention requirements of the North Carolina Department of Cultural Resources and the North Carolina Department of Health and Human Services.

**REORDER:** Community Nutrition Services Section, 1914 Mail Service Center, 5601 Six Forks Road, Raleigh, NC 27699-1914 Courier 54-42-01 (Use DHHS 2507)

*This institution is an equal opportunity provider.*

**WIC PRICE LIST**

Please review the instructions for the form and certification statement prior to completing and signing the form.

Vendor Number \_\_\_\_\_ Store Name \_\_\_\_\_  
 Date \_\_\_\_\_ Store Address \_\_\_\_\_  
 ( ) \_\_\_\_\_  
 Phone Number \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Milk	Price	Price	Price
Type	Gallon	1/2 Gal	Quart
Whole	.	.	.
Skim (fat free), 1%	.	.	.
Lactose Reduced/Free		.	
UHT			.
Soy-Based Beverage		.	

Juice	Price	Price	Price
Brand/Flavor	11.5/12oz	48 oz	64 oz
100% Orange	.	.	.
Second Type	.	.	.

Evaporated	Price
12 oz	.

Eggs- Grade A, White - Large	Price
Dozen	.

Tofu	Price
14 -16 oz	.

Cheese	Price
8 oz	.
16 oz.	.

Yogurt	Price
32 oz (1 qt)	.

Peanut Butter	Price
16-18 oz - Plain, creamy, crunchy, chunky	.

Whole Wheat Macaroni Products (Pasta)	Price
16 oz	.

Brown Rice	Price
14 -16 oz	.

Bread - 16 oz	Price
Whole Grain / Whole Wheat	.

Tortillas - 16 oz	Price
Corn	.
Whole Wheat	.

Infant Cereal	Price
8 oz	.

Infant Meats	Price
2.5 oz	.

Infant Fruits	Price
4 oz Jar	.
2 pack (3.5 oz containers)	.
2 pack (4 oz containers)	.

Infant Vegetables	Price
4 oz Jar	.
2 pack (3.5 oz containers)	.
2 pack (4 oz containers)	.

Beans, Peas, Lentils	Price
Dry - 16 oz Bag or Box	.
Canned - 15 - 16 oz	.

Canned Fish 5-6 oz	Price
Tuna	.
Salmon	.

Infant Formula	8 to 13 oz concentrate	33.8 oz (4 pack of 8.45 oz) ready to feed	11 to 14 oz powder
Type			
Similac® Advance®	.	.	.
Similac® Soy Isomil®	.	.	.

Store Name \_\_\_\_\_

Vendor Number \_\_\_\_\_

**Cereals**

Brand/Type	oz	Price
<b>General Mills</b>		
Berry Berry Kix	12	.
Cheerios	12	.
Cheerios	18	.
Cheerios	21	.
Cheerios	36	.
Corn Chex	12	.
Corn Chex	18	.
Honey Kix	12	.
Kix	12	.
Kix	18	.
MultiGrain Cheerios	12	.
MultiGrain Cheerios	18	.
MultiGrain Cheerios	36	.
Rice Chex	12	.
Rice Chex	18	.
Total Whole Grain	16	.
Wheat Chex	14	.
Wheat Chex	19	.
Wheaties	15.6	.
<b>Post</b>		
Grape-Nuts	20.5	.
Grape-Nuts	29	.
Grape-Nuts Flakes	18	.
Great Grains Banana Nut Crunch	15.5	.
Shredded Wheat Honey Nut	20	.
<b>Cream of Wheat</b>		
Whole Grain 2 ½ Minute	18	.

**Cereals**

Brand/Type	oz	Price
<b>Kellogg's</b>		
All Bran-Complete Wheat Flakes	18	.
Frosted Mini-Wheats	18	.
Frosted Mini-Wheats	24	.
Frosted Mini-Wheats	36	.
Frosted Mini-Wheats Little Bites	15	.
Frosted Mini-Wheats Touch of Fruit in the Middle: Raisin	15	.
Frosted Mini-Wheats Touch of Fruit in the Middle: Raspberry	15	.
Corn Flakes	18	.
Corn Flakes	24	.
Corn Flakes	36	.
Rice Krispies	12	.
Rice Krispies	18	.
Special K Protein Honey Almond	16	.
Special K Protein Original Multigrain	19	.
<b>Malt-O-Meal</b>		
<i>Boxes</i>		
Blueberry Mini Spooners	15	.
Blueberry Mini Spooners	36	.
Frosted Mini Spooners	15	.
Frosted Mini Spooners	36	.
Strawberry Cream Mini Spooners	15	.
Strawberry Cream Mini Spooners	36	.
<i>Bags</i>		
Blueberry Mini Spooners	18	.
Blueberry Mini Spooners	36	.
Frosted Mini Spooners	12	.
Frosted Mini Spooners	13	.
Frosted Mini Spooners	15	.
Frosted Mini Spooners	18	.
Frosted Mini Spooners	27	.
Frosted Mini Spooners	36	.
Strawberry Cream Mini Spooners	18	.
Strawberry Cream Mini Spooners	36	.

**Instructions For Completing Form:**

- 1 **Vendor Number:** Enter authorized WIC vendor number. New applicants leave this area blank.
- 2 **Prices:** Provide current, **highest shelf prices** for the **WIC-approved foods**. List prices **only for foods currently stocked**.
- 3 Return this form to the appropriate Local WIC Agency as directed.

*I do hereby certify that the prices entered on the price list are the **current, highest shelf prices** on the date indicated below.*

Printed Name of Authorized Representative	Date
Signature of Authorized Representative	Title

*Failure to submit this price list within 30 days of the required submission date may result in a 90-day disqualification of the vendor from the WIC Program or new applicants may be denied WIC authorization.*

**WIC PRICE LIST FOR FREE-STANDING PHARMACIES**

Please review the form instructions and certification statement prior to completing and signing the form.

_____ Vendor Number	_____ Store Name
_____ Date	_____ Store Address
(_____)_____ Phone Number	_____ City/State/Zip

Product	Size	Type	Price
Boost	8 oz	Ready to Feed	.
Boost Kid Essentials 1.5	8.25 oz	Ready to Feed	.
EleCare Infant DHA/ARA	14.1 oz	Powder	.
Enfamil EnfaCare	12.8 oz	Powder	.
Gerber Extensive H.A.	14.1 oz	Powder	.
Neocate Infant with DHA/ARA	14.1 oz	Powder	.
Nutramigen	13 oz	Concentrate	.
Nutramigen	32 oz	Ready to Feed	.
Nutramigen with Enflora LGG	12.6 oz	Powder	.
Pediasure	8 oz	Ready to Feed	.
Pregestimil DHA ARA	16 oz	Powder	.
Similac Alimentum	12.1 oz	Powder	.
Similac Alimentum	32 oz	Ready to Feed	.
Similac NeoSure	32 oz	Ready to Feed	.
Similac NeoSure	13.1 oz	Powder	.

**Instructions For Completing Form:**

- Vendor Number:** Enter authorized WIC vendor number. New applicants leave this area blank.
- Prices:** Provide current, **highest shelf prices** for the exempt infant formula and WIC-eligible nutritionals. List prices only for foods currently stocked or ordered within the past 30 days.
- Return this form to the appropriate Local WIC Agency as directed.

I do hereby certify that the prices entered on the price list are the current, **highest shelf prices** on the date indicated below.

_____ Printed Name of Authorized Representative	_____ Date
----------------------------------------------------	---------------

_____ Signature of Authorized Representative	_____ Title
-------------------------------------------------	----------------

# WIC MINIMUM INVENTORY REQUIREMENTS

## Effective October 1, 2024

Food Item	Type of Inventory	Quantity
Milk	Whole fluid: gallon	2 gallons
	Skim/lowfat fluid: gallon	6 gallons
Cheese	1 pound package	2 pounds
Cereal	2 types: whole grain (minimum package size 12 ounces)	6 packages
Eggs	Grade A, large, white: one dozen size carton	2 dozen
Juices	Single strength: 48 ounce container	4 containers
	64 ounce container	4 containers
Dried Peas & Beans	1 pound package	2 packages
Peanut Butter	16 to 18 ounce container	2 containers
Infant Cereal	8 ounce box	6 boxes
Infant Formula	Milk-based powder: 11.0 to 14.0 ounce	8 cans
	Soy-based powder: 11.0 to 14.0 ounce (Brands must be primary contract formula)	4 cans
Infant Fruits & Vegetables	3.5 or 4 ounce containers: 1 type of fruit and 1 type of vegetable	64 ounces
Tuna	5 to 6 ounce can	6 cans
Rice	1 pound package	2 packages
Bread/Tortillas	16-ounce loaf of bread or package	2 loaves or packages OR 1 loaf and 1 package
Fruits	14 to 16 ounce can: 2 varieties	10 cans
Vegetables (excludes foods in the dried peas & beans category)	14 to 16 ounce can: 2 varieties	10 cans

## WIC VENDOR MONITORING REPORT

WIC Program Name (no abbreviations): \_\_\_\_\_ WIC Vendor Name & Store #: \_\_\_\_\_

Vendor Number: \_\_\_\_\_ Date of Visit: \_\_\_\_\_ Current Store Manager's Name: \_\_\_\_\_

### I. PHARMACY SERVICES *(where applicable)*

(Free-standing pharmacies complete page one only)

Vendor agrees to supply exempt formula within 24 to 48 hours of request from Local WIC Agency.

Yes     No     Not Applicable

### II. INFANT FORMULA SOURCE(S) (View sample of receipts for last quarter)

Approved source (supplier)     Not approved source (supplier)

Vendor unable to produce infant formula receipts    Explain: \_\_\_\_\_

### III. VENDOR PROCEDURES    Monitor Reviewed:

- Cashier procedure for eWIC transactions
- Cashier procedure for split tender transactions (procedures that allow the participant, authorized representative or proxy to pay the difference when a fruit or vegetable purchase exceeds the value of the cash-value benefit)
- Procedure for reporting problem participants and eWIC transactions

### IV. eWIC EQUIPMENT (See criteria listed on back of this page)

Ensure that equipment used to transact eWIC is accessible to the WIC participant

Number of eWIC POS terminals:

- Meets minimum lane coverage criteria
- Does not meet minimum lane coverage criteria

### V. INVENTORY OF WIC AUTHORIZED FOODS (See page 2)

<sup>1</sup> Refer to your current NC WIC Vendor Transaction Guide for a listing of N.C. WIC-approved foods.

### VI. QUALITY OF SERVICE (To be completed after Section V, page 2)

1. Does the vendor permit WIC customers to buy non-WIC food items with eWIC benefits?  
 Yes     No
2. Are the WIC customers allowed the same courtesies as non-WIC customers?  
 Yes     No
3. Problems/complaints/comments expressed by vendor.  
 \_\_\_\_\_
4. Vendor needs follow-up training.     Yes     No  
 If yes, date scheduled: \_\_\_\_\_

### VII. MONITORING VISIT FINDINGS Complete Section A OR B

#### A. No deficiencies found

I verify that this store was monitored on this date. The findings in this report have been discussed by both representatives signing this form.

	/	/
Authorized Vendor Representative	Title	Date
	/	/
WIC Monitor	Title	Date

#### B. Deficiencies found

I, the Authorized Vendor/Representative, verify that this store was monitored on this date and that the WIC Monitor discussed the findings in this report with me prior to my signing. I understand that the WIC Monitor determined that this store is not in compliance with certain WIC Program requirements; that this report serves as a warning regarding compliance with those requirements, that this store will be re-monitored and that a finding of noncompliance during re-monitoring could result in this store being disqualified from the WIC Program. The following is my plan and time frame to correct deficiencies:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

	/	/
Authorized Vendor Representative	Title	Date

I, the WIC Monitor, verify that I monitored this store on this date; found it not to be in compliance with certain WIC Program requirements specified in this report; and explained to the Authorized Vendor/Representative the statements contained in paragraph VII. B. of this report.

	/	/
WIC Monitor	Title	Date

Contact Phone # (    ) \_\_\_\_\_

Contact E-mail: \_\_\_\_\_



## Redemption Threshold Terminal Guide:

<b>Superstores and Supermarkets</b>	
# Of Terminals	Monthly Redemption Threshold
1	\$0 - \$11,000
2	\$11,001 - \$22,000
3	\$22,001 - \$33,000
4	\$33,001 and above

<b>All Other Vendors</b>	
# Of Terminals	Monthly Redemption Threshold
1	\$0 - \$8,000
2	\$8,001 - \$16,000
3	\$16,001 - \$24,000
4	\$24,001 & above

- Purpose:** To record findings on required on-site store visit to N.C. authorized vendors or to those vendor applicants requesting WIC-authorization.
- Preparation:** To be completed by Local WIC Agency staff as instructed in the WIC Program Manual, Chapter 11, Section 5.
- Distribution:** After signature of both WIC vendor and Local WIC Agency staff representative, the pink copy is given to the vendor. The yellow and white copies are returned to the Local WIC Agency. The white copy is forwarded to the State WIC Agency.
- Retention and Disposition:** This form must be retained in accordance with records retention requirements of the North Carolina Department of Cultural Resources and the North Carolina Department of Health and Human Services.
- Reorder:** This form may be obtained from:
- Community Nutrition Services Section  
1914 Mail Service Center  
5601 Six Forks Road  
Raleigh, NC 27699-1914  
Courier 54-42-01  
(Use DHHS 2507)

**V. INVENTORY OF WIC APPROVED FOODS**

Required Food Item, Size and Quantity <sup>1</sup>	Type(s) <sup>1</sup>	Quantity in Stock	Current Shelf Price		Shortage (Quantity and/or Type)	Valid Expiration Dates Yes/No/C	Expired Foods: <u>Size, Type, Quantity and Expiration Dates</u> and any Additional Comments
			Price of Product	Marked Yes/No			
Fruits <b>Variety 1</b>	10 cans total combined	14 to 16 ounce can without added sugar, fats, oils, or salt <b>Type:</b>		.			
Fruits <b>Variety 2</b>		14 to 16 ounce can without added sugar, fats, oils, or salt <b>Type:</b>		.			
Vegetables <b>Variety 1</b> (Excludes foods in Dried Peas and Beans category)	10 cans total combined	14 to 16 ounce can without added sugar, fats, or oils <b>Type:</b>		.			
Vegetables <b>Variety 2</b> (Excludes foods in Dried Peas and Beans category)		14 to 16 ounce can without added sugar, fats, or oils <b>Type:</b>		.			
Rice	2 packages	14 to 16-ounce package		.			
Bread/Tortillas	2 loaves or 2 packages <u>OR</u> 1 loaf <u>and</u> 1 package	16-oz. loaf of bread or 16-oz. package of tortillas		.			
Fluid Milk - Whole	2 gallons	Whole fluid: gallon		.			
Fluid Milk - Skim/Lowfat	6 gallons	Skim/Lowfat fluid: gallon		.			
Cheese	2 packages	1-pound package		.			
Eggs	2 dozen	Grade A Large - White		.			
Dried Peas and Beans	2 packages	1-pound package		.			
Peanut Butter	2 containers	16 to 18-ounce container		.			
Juice 48-oz.	4 containers	Single strength, 48-ounce container		.			
Tuna	6 cans	5 to 6-ounce can		.			
Infant Fruits and Vegetables	64 ounces total combined	3.5 or 4-ounce container <b>Type Fruit:</b>	oz.	.			
		3.5 or 4-ounce container <b>Type Vegetable:</b>	oz.	.			
Cereals	6 packages total combined	Min. size: 12-oz. (refer to UPC listing) Whole Grain Only <b>Type 1:</b>		.			
		Min. size: 12-oz. (refer to UPC listing) Whole Grain Only <b>Type 2:</b>		.			
Infant Cereal	6 boxes	8-ounce box		.			
Juice 64-oz.	4 containers	Single strength, 64-ounce container		.			
Infant Formula	8 cans	Similac® Advance®, Powder, 11.0 to 14.0-ounces		.			
Infant Formula	4 cans	Similac® Soy Isomil®, Powder, 11.0 to 14.0-ounces		.			

<sup>1</sup> Refer to your current NC WIC Vendor Transaction Guide for a listing of N.C. WIC-approved foods.

**Purpose:** To record findings on required on-site store visit to N.C. authorized vendors or to those vendor applicants requesting WIC-authorization.

**Preparation:** To be completed by Local WIC Agency staff as instructed in the WIC Program Manual, Chapter 11, Section 5.

**Distribution:** After signature of both WIC vendor and Local WIC Agency staff representative, the pink copy is given to the vendor. The yellow and white copies are returned to the Local WIC Agency. The white copy is forwarded to the State WIC Agency.

**Retention and Disposition:** This form must be retained in accordance with records retention requirements of the North Carolina Department of Cultural Resources and the North Carolina Department of Health and Human Services.

**Reorder:** This form may be obtained from:

Community Nutrition Services Section  
1914 Mail Service Center  
5601 Six Forks Road  
Raleigh, NC 27699-1914  
Courier 54-42-01  
(Use DHHS 2507)

# INSTRUCTIONS FOR COMPLETION OF DHHS 2925 WIC VENDOR MONITORING REPORT

- This report must be used whenever a WIC monitor visits a vendor for the purposes of **pre-authorization** and **routine** monitoring.
- The report must be completed in black or blue ink.
- Problems identified during a monitoring visit must be documented and discussed with the vendor representative.
- The vendor's plan and time frame to correct deficiencies must be documented by vendor in Section VII-B.
- The WIC monitor should mail reports to the Community Nutrition Services Section within two (2) business days.
  - **(DO NOT hold reports until you have made other visits.)**
- The WIC monitor must revisit the vendor within 21 days if deficiencies are found.
- This form must be filled out completely at all **follow-up** monitoring visits.
- The current form for each Federal Fiscal Year must be used or the agency must remonitor the vendor.

## **Instructions**

Enter the required information as follows:

1. Mark the appropriate box at the top of form – Pre-Authorization, Routine, Follow-up, or Special Request. (If new vendor applicant requires a second monitoring, then “Second Pre-Authorization” should be marked on the second visit.)
2. Name of the WIC Program (no abbreviations).
3. Name of the Store and Store Number.
4. WIC vendor number.
5. Current day's date. (Date of Visit)
6. Current Store Manager's full name (first, middle, last).

## **PAGE 1**

### Section I. Pharmacy Services

- When monitoring a free-standing pharmacy, discuss with the pharmacy representative the procedures for requesting special formula. Mark “Yes” or “No” indicating whether the pharmacy agrees to supply special formula within 24 to 48 hours of request from local agency.

When monitoring a pharmacy within a retail grocery store, you will also need to discuss with the pharmacy representative these policies. Mark “Yes”, “No” indicating whether the pharmacy agrees to supply special formula within 24 to 48 hours of request from local agency or “Not Applicable” if the store does not have a pharmacy. Then proceed with monitoring the WIC authorized foods in the store.

### Section II. Infant Formula Suppliers

- Ask the vendor for any invoices showing the supplier they used for purchasing infant formula in the past quarter. Document if the supplier is “Approved supplier”, “Not approved supplier” or “Vendor unable to produce infant formula receipts”. If vendor is unable to produce receipts at time of monitoring document on report. If no other deficiencies hold the report in your office for up to 14 days until vendor can supply receipts for infant formula supplier. If vendor has other deficiencies, mail report to state WIC agency within 2 business days and recheck for formula receipts upon follow up monitoring within 21 days– if vendor is still unable to produce formula receipts document on the monitoring report with current date and mail to the state WIC agency.

### Section III. Vendor Procedures

- Review the vendor's procedure for eWIC transactions, split tender transactions and reporting problem participants.

### Section IV. eWIC Equipment

- Ensure equipment used to transact eWIC is accessible to the WIC customer.
- Check appropriate box indicating if the Number of eWIC POS terminals meet the minimum lane coverage criteria. (see the back of page 1 of the WIC Vendor Monitoring Report)
- Check blocks to show questions were asked; otherwise, we will determine that the questions were not asked and send the report back to the local agency for a response or remonitoring.

### Section V. Inventory of WIC Approved Foods

- **This section should not be completed for free-standing pharmacies.**
- Make an entry in every empty block in the "Type, Quantity in Stock, Current Shelf Price Marked, Shortage (if applicable) and Valid Expiration Dates" columns.
- In the "Type, Quantity in Stock, Current Shelf Price Marked and Valid Expiration Dates" columns enter "0" or "—" if the vendor does not have that particular item in stock. **Do not leave empty spaces in these columns.** Do not use "N/A" in any of these blocks.
- If the expiration dates are coded, document "C" in the "Valid Expiration Dates" column. Explain if "Yes," "No," and "C" is not appropriate for the "Valid Expiration Dates" column.
- If the vendor stocks a quantity above minimum inventory levels, please indicate this by recording the **required number** followed by a plus "+" sign (e.g., if the vendor stocks more than 2 dozen eggs, you may indicate this by recording, "2+" in the appropriate block.)
- Document the insufficient inventory in the shortage block. **Do not write anything in the shortage column if inventory is sufficient.**
- **If all items in stock are expired, place a "—" in the following columns: "Quantity in Stock", "Current Shelf Price Marked" and "Valid Expiration Dates" then document the expired items in the "Expired Foods" column**
- When citing for expired foods, all 4 components must be documented in the "Expired Foods" column: (1) quantity, (2) size, (3) type and (4) date of expiration. For example: 2, gallons', whole milk, expired 3/2/2024.
- **Do not include out-of-date and non-eligible items when calculating levels of inventory available for purchase.**

**PAGE 2** Enter the store name, the WIC vendor number and the date on the top of page 2.

#### 1. Fruit

*Requirement: 2 types and 10 cans*

*"Required Food Item, Size and Quantity" columns:* Fruit, 10 cans total combined.

*"Type" column:* 2 varieties, 14 to 16 ounces can without added sugar, fats, oils or salt. Document brand and type of fruit (pears, peaches, etc.) in stock.

*"Quantity in Stock" column:* Enter the number of cans the vendor has in stock. The vendor must stock at least 10 cans of fruit and 2 types. Pear halves and pear slices are **not** two different types of fruit. They are the same type of fruit packaged differently. Pears and peaches **are** two different types of fruit. If a third type is needed to complete the amount required, document the variety, quantity and "yes" for current shelf price marked and valid exp. dates in the *"Additional Comments"* column.

*"Current Shelf Price Marked" column:* Verify that the current shelf price is marked on the item, product case, or posted on the shelf. Indicate this with a "Yes or No" on the form and document the shelf price.

*"Shortage" column:* If there is an insufficient variety and amount of fruit, document the shortage and type in the shortage block. You might write: **"1 & 1 type"**.

*“Valid Expiration Dates”* column: If all cans of fruit have valid expiration dates, “yes” should be documented in the block. If there are **any** expired cans in stock, “no” should be documented in the block. (**Example:** If vendor has 4 cans of a particular type of fruit on the shelf and one is expired, only 3 cans would be counted in the “Quantity in Stock” column block and “No” should be documented in the “Valid Expiration Dates” column block.) If **all** items in stock are expired a “—” **should** be documented in the block.

*“Expired Foods, Dates and Additional Comments”* column: If expired foods are found the quantity, size, type, and expired date for each item must be documented in the block.

2. **Vegetables**                      *Requirement: 2 types and 10 cans*

*“Required Food Item, Size and Quantity”* columns: Vegetable, 10 cans total combined.

*“Type”* column: 2 varieties, 14 to 16 ounces can without added sugar, fats or oils. Document brand and type of vegetables in stock. (Note: Legumes are not a vegetable)

*“Quantity in Stock”* column: Enter the number of cans the vendor has in stock. The vendor must stock at least 10 cans of vegetables and 2 types. If a third type is needed to complete the amount required, document the variety, quantity and “yes” for current shelf price marked and valid exp. dates in the *“Additional Comments”* column.

*“Current Shelf Price Marked”* column: Verify that the current shelf price is marked on the item, product case, or posted on the shelf. Indicate this with a “Yes or No” on the form and document the shelf price.

*“Shortage”* column: If there is an insufficient variety and amount of vegetables, document the shortage and type in the shortage block. You might write: **“1 & 1 type”**.

*“Valid Expiration Dates”* column: If all vegetable cans have valid expiration dates, “yes” should be documented in the block. If there are any expired cans in stock, “no” should be documented in the block. (Example: If vendor has 4 cans of a particular type of fruit on the shelf and one is expired, only 3 cans would be counted in the “Quantity in Stock” column block and “No” should be documented in the “Valid Expiration Dates” column block.) If all items in stock are expired a “—” should be documented in the block.

*“Expired Foods, Dates and Additional Comments”* column: If expired foods are found, the quantity, size, type, and expired date for each item must be documented in the block.

3. **Rice**                                      *Requirement: 2 packages*

*“Required Food Item, Size and Quantity”* columns: Rice, 2 packages

*“Type”* column: Brown Rice

*“Quantity in Stock”* column: Enter the number of 14 to 16 oz. packages, the vendor has in stock. The vendor must stock at least 2 packages.

*“Current Shelf Price Marked”* column: Verify that the current shelf price is marked on the item, product case, or posted on the shelf. Indicate this with a “Yes or No” on the form and document the shelf price.

*“Shortage”* column: If there is an insufficient amount of Rice, document in the shortage block. You might write: **“1”**.

*“Valid Expiration Dates”* column: If all packages of Rice have valid expiration dates, “yes” should be documented in the block. If there are **any** expired packages in stock, “no” should be documented in the block.

*“Expired Foods, Dates and Additional Comments”* column: If expired foods are found the quantity, size, type, and expired date for each item must be documented in the block.

4. **Bread/Tortillas**                      *Requirement: 2 loaves and/or packages*

*“Required Food Item, Size and Quantity”* columns: Bread or Tortillas

*“Type”* column: 16-ounce loaf of Bread and/or package of Tortillas

*“Quantity in Stock”* column: Enter the number of 16 oz. loaves and/or packages, the vendor has in stock. The vendor must stock at least 2 loaves and/or packages, this can be a combination of the two.

*“Current Shelf Price Marked” column:* Verify that the current shelf price is marked on the item, product case, or posted on the shelf. Indicate this with a “Yes or No” on the form and document the shelf price.

*“Shortage” column:* If there is an insufficient amount of Bread or Tortillas, document in the shortage block. You might write: **“1”**.

*“Valid Expiration Dates” column:* If all packages of Bread or Tortillas have valid expiration dates, “yes” should be documented in the block. If there are **any** expired packages in stock, **“no”** should be documented in the block.

*“Expired Foods, Dates and Additional Comments” column:* If expired foods are found the quantity, size, type, and expired date for each item must be documented in the block.

## 5. Fluid Milk

*Requirement: 2 gallons Whole and 6 gallons Skim/Lowfat*

*“Required Food Item, Size and Quantity” columns:* Milk: Whole, 2 gallons and Skim/ Low Fat, 6 gallons

*“Type” column:* Whole fluid, gallon

*“Quantity in Stock” column:* Number for both whole and skim/lowfat milk

The vendor must stock both whole and skim/lowfat milk in gallon sizes. The total amount available for purchase must equal a minimum of 2 gallons whole and 6 gallons skim/lowfat.

*“Current Shelf Price Marked” column:* Verify that the current shelf price is marked on the item, product case, or posted on the shelf. Indicate this with a “Yes or No” on the form and document the shelf price.

*“Shortage” column:* If there is an insufficient amount of milk available, document in the shortage block. You might write: **“2”**

*“Valid Expiration Dates” column:* If all the containers of milk have valid expiration dates, “yes” should be documented in the block. If there are **any** expired containers in stock, **“no”** should be documented in the block. If **all** items in stock are expired a **“—”** **should** be documented in the block.

*“Expired Foods, Dates and Additional Comments” column:* If expired foods are found, the quantity, size, type, and expired date for each item must be documented in the block.

## 6. Cheese

*Requirement: 1 type, 16-ounce size, 2 pounds*

*“Required Food Item, Size and Quantity” columns:* Cheese: 2 pounds

*“Type” column:* 1-pound package of WIC-approved cheese. The vendor is required to stock a minimum of one type of cheese (cheddar, swiss, mozzarella, etc.)

*“Quantity in Stock” column:* The vendor must have a total of at least 2 pounds available for purchase. *“Current Shelf Price Marked” column:* Verify that the current shelf price is marked on the item, product case, or posted on the shelf. Indicate this with a “Yes or No” on the form and document the shelf price.

*“Shortage” column:* If there is an insufficient amount of cheese, document in the shortage block. You might write: **“1”**

*“Valid Expiration Dates” column:* If all packages of cheese have valid expiration dates, “yes” should be documented in the block. If there are **any** expired packages of cheese in stock, **“no”** should be documented in the block. If **all** items in stock are expired a **“—”** **should** be documented in the block.

*“Expired Foods, Dates and Additional Comments” column:* If expired foods are found, the quantity, size, type, and expired date for each item must be documented in the block.

## 7. Eggs

*Requirement: 2 dozen*

*“Required Food Item, Size and Quantity” columns:* Eggs: 2 dozen

*“Type” column:* Grade A Large

*“Quantity in Stock” column:* Enter the number of dozen eggs. The vendor must have available for purchase a minimum of 2 dozen eggs.

“Current Shelf Price Marked” column: Verify that the current shelf price is marked on the item, product case, or posted on the shelf. Indicate this with a “Yes or No” on the form and document the shelf price.

“Shortage” column: If there is an insufficient amount of eggs, document in the shortage block. You might write: “1”

“Valid Expiration Dates” column: If all eggs have valid expiration dates, “yes” should be documented in the block. If there are **any** expired eggs in stock, “no” should be documented in the block. If **all** items in stock are expired a “—” **should** be documented in the block.

“Expired Foods, Dates and Additional Comments” column: If expired foods are found, the quantity, size, type, and expired date for each item must be documented in the block.

8. **Dried Beans/Peas**                    *Requirement: 2 – 1-pound packages*

“Required Food Item, Size and Quantity” columns: Dried peas and beans, 2 packages

“Type” column: One-pound package. The dried beans/peas may be packaged in plastic, cardboard or paper bags.

“Quantity in Stock” column: Enter the number of packages of dried beans and/or peas. The vendor must stock at least 2 packages of dried beans or peas.

“Current Shelf Price Marked” column: Verify that the current shelf price is marked on the item, product case, or posted on the shelf. Indicate this with a “Yes or No” on the form and document the shelf price.

“Shortage” column: If there is an insufficient number of dried beans/peas, document in the shortage block. You might write: “1”.

“Valid Expiration Dates” column: If all dried beans/peas have valid expiration dates, “yes” should be documented in the block. If there are **any** expired packages of dried beans/peas in stock, “no” should be documented in the block. If **all** items in stock are expired a “—” **should** be documented in the block.

“Expired Foods, Dates and Additional Comments” column: If expired foods are found, the quantity, size, type, and expired date for each item must be documented in the block.

9. **Peanut Butter**                    *Requirement: 2 containers*

“Required Food Item, Size and Quantity” columns: Peanut butter, 2 containers

“Type” column: 16 to 18-ounce container

“Quantity in Stock” column: Enter the number of peanut butter containers in stock. The vendor must have a minimum of 2 containers available for purchase.

“Current Shelf Price Marked” column: Verify that the current shelf price is marked on the item, product case, or posted on the shelf. Indicate this with a “Yes or No” on the form and document the shelf price.

“Shortage” column: If there is an insufficient amount of peanut butter, document in the shortage block. You might write: “1”.

“Valid Expiration Dates” column: If all peanut butter containers have valid expiration dates, “yes” should be documented in the block. If there are **any** expired containers of peanut butter in stock, “no” should be documented in the block. If **all** items in stock are expired, a “—” **should** be documented in the block.

“Expired Foods, Dates and Additional Comments” column: If expired foods are found the quantity, size, type, and expired date for each item must be documented in the block.

10. **Juice**                                *Requirement: Single Strength 4 containers 48 ounces*

“Required Food Item, Size and Quantity” columns: Juice, 4 containers

“Type” column: Single strength, 48-ounce containers

“Quantity in Stock” column: Enter the number of juices the vendor has in stock. The vendor must stock at least 4 containers of juice in 48 oz. containers.



“*Current Shelf Price Marked*” column: Verify that the current shelf price is marked on the item, product case, or posted on the shelf. Indicate this with a “Yes or No” on the form and document the shelf price.

“*Shortage*” column: If there is an insufficient amount of juice, document in the shortage block. You might write: “1”

“*Valid Expiration Dates*” column: If all juices have valid expiration dates, “yes” should be documented in the block. If there are **any** expired containers of juice in stock, “**no**” should be documented in the block. If **all** items in stock are expired a “—” **should** be documented in the block.

“*Expired Foods, Dates and Additional Comments*” column: If expired foods are found, the quantity, size, type, and expired date for each item must be documented in the block.

11. **Tuna** *Requirement: 6 cans*

“*Required Food Item, Size and Quantity*” columns: Tuna, 5 to 6-ounce cans

“*Type*” column: Chunk Light Water- Packed

“*Quantity in Stock*” column: Enter the number of 5 to 6 oz. cans the vendor has in stock. The vendor must stock at least 6 cans of chunk light tuna.

“*Current Shelf Price Marked*” column: Verify that the current shelf price is marked on the item, product case, or posted on the shelf. Indicate this with a “Yes or No” on the form and document the shelf price.

“*Shortage*” column: If there is an insufficient amount of tuna, document in the shortage block. You might write: “1”.

“*Valid Expiration Dates*” column: If all cans of tuna have valid expiration dates, “yes” should be documented in the block. If there are **any** expired cans in stock, “**no**” should be documented in the block.

“*Expired Foods, Dates and Additional Comments*” column: If expired foods are found the quantity, size, type, and expired date for each item must be documented in the block.

12. **Infant Fruits & Vegetables** *Requirement: 1 type fruit, 1 type vegetable and 64-ounces*

“*Required Food Item, Size and Quantity*” columns: Infant fruits & vegetables, 64-ounces total combined

“*Type*” column: 2 types, 64 ounces Document brand and type of infant fruit (pears, peaches, etc.) and type of vegetables (carrots, peas, etc.) in stock.

“*Quantity in Stock*” column: The vendor must have available for purchase a minimum of 64 ounces in 2 types of infant fruits and vegetables. Enter the number of ounces of each type the vendor has in stock. If a third type is needed to complete the amount required, document the variety, quantity and “yes” for current shelf price marked and valid exp. dates in the “Additional Comments” column.

“*Current Shelf Price Marked*” column: Verify that the current shelf price is marked on the item, product case, or posted on the shelf. Indicate this with a “Yes or No” on the form and document the shelf price.

“*Shortage*” column: If there is an insufficient variety and amount of fruit or vegetables, document the shortage and type in the shortage block. You might write: “1 & 1 type”.

“*Valid Expiration Dates*” column: If all cans of infant fruit or infant vegetables have valid expiration dates “yes” should be documented in the block. If there are any expired cans in stock, “no” should be documented in the block. (Example: If vendor has 4 cans of an infant fruit or infant vegetable on the shelf and one is expired, only 3 cans would be counted in the “Quantity in Stock” column block and “No” should be documented in the “Valid Expiration Dates” column block.) If all items in stock are expired a “—” should be documented in the block.

“*Expired Foods, Dates and Additional Comments*” column: If expired foods are found the quantity, size, type, and expired date for each item must be documented in the block.

13. **Cereal** *Requirement: 2 types and 6 packages – Whole Grain only*

- “Required Food Item, Size and Quantity” columns:* 6 packages, total combined
- “Type” column:* 2 types, Minimum size: 12-ounce Whole Grain Only. Enter the brand, type (flavor, if applicable) of WIC approved cereals. The vendor must stock at least 2 types of cereal.
- “Quantity in Stock” column:* The vendor must have available for purchase a minimum of 6 packages total. If a third type is needed to complete the amount required, document the variety, quantity and “yes” for current shelf price marked and valid exp. dates in the *“Additional Comments”* column.
- “Current Shelf Price Marked” column:* Verify that the current shelf price is marked on the item, product case, or posted on the shelf. Indicate this with a “Yes or No” on the form and document the shelf price.
- “Shortage” column:* If there is an insufficient amount of cereal, document in the shortage block. You might write: **“1 & 1 type”**
- “Valid Expiration Dates” column:* If all packages of cereal have valid expiration dates, “yes” should be documented in the block. If there are **any** expired packages of cereal in stock, **“no”** should be documented in the block. (**Example:** If vendor has 4 boxes of a particular type of cereal on the shelf and one is expired, only 3 boxes would be counted in the “Quantity in Stock” column block and **“No”** should be documented in the **“Valid Expiration Dates”** column block.) If **all** items in stock are expired a **“—”** **should** be documented in the block.
- “Expired Foods, Dates and Additional Comments” column:* If expired foods are found the quantity, size, type, and expired date for each item must be documented in the block.

14. **Infant Cereal**                      *Requirement: 6 boxes*

- “Required Food Item, Size and Quantity” columns:* Infant cereal, 6 boxes
- “Type” column:* 8-ounce box.
- “Quantity in Stock” column:* Enter the number of boxes of infant cereal in stock. The vendor must stock a minimum of 6 boxes. **No cereal with fruit.**
- “Current Shelf Price Marked” column:* Verify that the current shelf price is marked on the item, product case, or posted on the shelf. Indicate this with a “Yes or No” on the form and document the shelf price.
- “Shortage” column:* If there is an insufficient amount of infant cereal, document in the shortage block. You might write: **“2”**
- “Valid Expiration Dates” column:* If the infant cereals have a valid expiration date, “yes” should be documented in the block. If there are **any** expired infant cereal in stock, **“no”** should be documented in the expired foods block. If **all** items in stock are expired a **“—”** **should** be documented in the block.
- “Expired Foods, Dates and Additional Comments” column:* If expired foods are found the quantity, size, type, and expired date for each item must be documented in the block.

15. **Juice**                                      *Requirement: Single Strength 4 containers 64 ounces*

- “Required Food Item, Size and Quantity” columns:* Juice, 4 containers
- “Type” column:* Single strength, 64-ounce containers
- “Quantity in Stock” column:* Enter the number of juices the vendor has in stock. The vendor must stock at least 4 containers of juice in 64 oz. containers.
- “Current Shelf Price Marked” column:* Verify that the current shelf price is marked on the item, product case, or posted on the shelf. Indicate this with a “Yes or No” on the form and document the shelf price.
- “Shortage” column:* If there is an insufficient amount of juice, document in the shortage block. You might write: **“1”**
- “Valid Expiration Dates” column:* If all juices have valid expiration dates, “yes” should be documented in the block. If there are **any** expired containers of juice in stock, **“no”** should be documented in the block. If **all** items in stock are expired a **“—”** **should** be documented in the block.

*“Expired Foods, Dates and Additional Comments”* column: If expired foods are found, the quantity, size, type, and expired date for each item must be documented in the block.

16. **Infant Formula**                      *Requirement: Milk-Based contract formula: 8 cans powder*  
*Soy-Based contract formula: 4 cans powder*

*“Required Food Item, Size and Quantity”* columns: Infant formula: 8 cans and 4 cans.

*“Type”* column: Milk-Based contract powder, 11 to 14 ounces, Soy-Based contract powder, 11 to 14 ounces. The types of formula listed correspond respectively to the number of cans listed in the *Required Food Item and Quantity* columns.

*“Quantity in Stock”* column: Enter the number of iron-fortified, 11 oz. to 14 oz. powdered infant formula available for purchase. The vendor must stock at least 8 cans of Milk-based contract powder and 4 cans of Soy-based contract powder. Do not count concentrate or ready to feed formula.

*“Current Shelf Price Marked”* column: Verify that the current shelf price is marked on the item, product case, or posted on the shelf. Indicate this with a “Yes or No” on the form and document the shelf price.

*“Shortage”* column: If there is an insufficient amount of infant formula, document in the shortage block. You should write the number of cans short by the item. You might right: **“2”**

*“Valid Expiration Dates”* column: If the infant formula has a valid expiration date, “yes” should be documented in the block. If there are **any** expired cans in stock, **“no”** should be documented in the block. If **all** items in stock are expired a **“—”** **should** be documented in the block.

*“Expired Foods, Dates and Additional Comments”* column: If expired formula is found, the quantity, size, type, and expired date for each item must be documented in the block.

**Back to page 1.**

Section VI. Quality of Services **(This section should be completed after Section V. is completed)**

1. Ask the vendor the questions listed in this section and mark applicable response. **“Not known” responses apply to pre-authorization monitoring.** The question regarding WIC customer courtesies refers to the treatment of the WIC participant. For example, whether the vendor offers the same privileges such as discount coupons, 2 for 1 special, etc to WIC customers as they do non-WIC customers. If you have received any complaints on this vendor regarding non-WIC items to be purchased with WIC food benefits or how the vendor treats WIC participants, be sure to discuss this with the vendor. Let the vendor take this opportunity to express any comments or complaints about the program and document. Discuss with the vendor the need for additional staff training and check appropriate box. If “yes” is checked, document the date of scheduled training.

Section VII. Monitoring Visit Findings **(Complete Section A or B)**

IF THERE ARE NO PROGRAM VIOLATIONS:

Ask the vendor to sign his or her name, provide title and date under **Section VII. A.**, signifying the store has been monitored and the report has been discussed. Please sign your name and title and date (must match Date of Visit).

IF THERE ARE PROGRAM VIOLATIONS:

The vendor must write his or her **plan and time frame to correct deficiencies** before signing his or her name, title and date in **Section VII. B.** **(This section is not to just repeat what was documented in section V)** If the vendor is unable to write, the WIC

Monitor may write **the plan and time frame** for the vendor. The Vendor must sign his or her name and title, then date. The WIC Monitor must sign his or her name, document their title, must write in their phone number and email address.

The WIC monitor should discuss any deficiencies found during the visit and give the vendor the Pink copy of the signed report. The Local Agency retains the Yellow copy. The White copy of the report should be mailed to the State WIC Office within two business days. Following a review of the report, the State WIC Office may assess violations to the vendor.

**North Carolina Approved Sources (Suppliers) of  
Infant Formula, Exempt Infant Formula, and WIC-Eligible Nutritionals  
Effective October 2024**

**List with addresses available online at [www.ncdhhs.gov/wicvendorsconnection](http://www.ncdhhs.gov/wicvendorsconnection)**

**MANUFACTURERS**

Abbott Nutrition  
Cambrooke  
Mead Johnson Nutritionals  
Nestle, Infant Nutrition  
Nutricia North America  
Vitaflo

**RETAILERS**

CVS Pharmacies  
Food Lion  
Harris Teeter  
Hometown Proud IGA  
Ingles  
Lowe's Foods  
Publix  
Target  
Walgreen Co.  
Walmart / Sam's Club  
Wegman's

**WHOLESALERS**

Adams Wholesale (AWC Distributions)  
AmerisourceBergen  
Associated Wholesale Grocers Inc.,  
C & S Food  
C & S Wholesale  
Cardinal Health  
Fred's Food Club (AWC Distributions)  
H. T. Hackney  
Holladay Surgical Supply  
Ideal Wholesale Grocers, Inc.  
Core Mark International (formally J. T. Davenport  
and Sons)  
La Tortilleria  
Layman Distributing  
McKesson  
M. R. Williams, Inc.  
Merchants Distributors Inc. (MDI)  
Mitchell Grocery Corporation  
NC Mutual Drugs  
Smith Drug Co  
SouthCo Distributing  
SpartanNash (formerly Nash Finch)  
Super Valu, Inc.  
Thomas and Howard Company  
W. Lee Flowers and Co.

## Above-50-Percent Vendor Self-Declaration Form

Please complete regarding projected above-50% vendor status. Be prepared to provide documentation of your status, if requested, by the State WIC Agency.

Store Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_\_

Name of Owner \_\_\_\_\_

I project that the annual WIC redemption for my store will be more than 50% of my total annual food sales.

I project that the annual WIC redemption for my store will **NOT** be more than 50% of my total annual food sales.

\_\_\_\_\_  
*(Print Name of Owner, Officer, or Manager)*

\_\_\_\_\_  
*(Title if Officer)*

\_\_\_\_\_  
*(Signature of Owner, Officer, or Manager)*

\_\_\_\_\_  
*(Date)*

North Carolina Department of Health and Human Services  
Division of Child and Family Well-Being  
Community Nutrition Services Section  
1914 Mail Service Center  
Raleigh, NC 27699-1914  
Fax: (919) 870-4895

Local Agency Name: \_\_\_\_\_

Vendor Number: \_\_\_\_\_

## **COST-CONTAINMENT EXEMPTION FORM FOR FREE-STANDING PHARMACY VENDORS**

North Carolina WIC vendors that are free-standing pharmacies can provide only exempt infant formula and WIC-eligible nutritionals through the WIC Program. To confirm that you adhere to this policy, please provide the information requested and sign below.

PHARMACY NAME: \_\_\_\_\_

PHARMACY STORE NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_

I, \_\_\_\_\_, certify that \_\_\_\_\_  
*Print Name of Owner/Officer* *Print Name of Pharmacy*

provides only exempt infant formula and WIC-eligible nutritionals through the North Carolina WIC Program.

\_\_\_\_\_  
*Signature of Owner/Officer*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Title (If Officer)*



# eWIC Update for Non-Corporate Vendors

Please complete the following form with the most updated information.

Date: \_\_\_\_\_

Local WIC Agency Name: \_\_\_\_\_

## Vendor Information

Vendor Number: \_\_\_\_\_

Vendor Telephone Number: \_\_\_\_\_

Vendor Store Name: \_\_\_\_\_

Vendor Email Address: \_\_\_\_\_

## eWIC Point of Sale Information

1. How do you transact eWIC benefits?

Stand Beside Device

Integrated System

2. If you use an integrated system to transact eWIC benefits, who is your Point of Sale provider and Third-Party Processor?

Point of Sale Provider\*: \_\_\_\_\_

\*Point of Sale Provider provides equipment and/or software to process eWIC transactions at authorized vendor locations.

Third Party Processor\*: \_\_\_\_\_

\*Third Party Processor provides transaction processing services such as routing and switching of EBT transactions to another party on behalf of the WIC Vendor, Acquirer or EBT Card Issuer Processor.

3. If you are using a stand beside device to transact eWIC benefits, do you plan to upgrade to an integrated system? If yes, please provide the estimated time frame for the upgrade.

YES

NO

Estimated Time Frame for Integration Upgrade: \_\_\_\_\_

4. If you already have an integrated system, do you plan to upgrade your system or deploy a new system in the near future? If yes, please provide the estimated time frame for the upgrade.

YES

NO

Estimated Time Frame for Integration Upgrade: \_\_\_\_\_

Print Owner/ Officer(s) Name: \_\_\_\_\_

Owner/Officer(s) Signature: \_\_\_\_\_



# Vendor Site Survey – eWIC Project

Vendor ID Number: \_\_\_\_\_ Vendor Name: \_\_\_\_\_

Vendor Contact Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Vendor email address: \_\_\_\_\_ Vendor Phone: \_\_\_\_\_

- I. Does the store have an electronic cash register and point of sale (ECR/POS) system?  Yes  No  
If Yes, please complete the following questions. **If No, please go to Section II**

1. ECR/POS Name \_\_\_\_\_ Version \_\_\_\_\_
2. ECR/POS Provider Contact Person: Name \_\_\_\_\_ Phone \_\_\_\_\_  
email \_\_\_\_\_
3. Are you able to scan bar codes on your store's ECR/POS?  Yes  No
4. Can your ECR/POS process both SNAP EBT and credit/debit transactions?  
5.  Yes  No  Only debit/credit
6. Has your provider told you that your current ECR/POS WIC Card Ready?  Yes  No  Don't know
7. If No, do you plan to upgrade to a version that is WIC Card Ready?  Yes  No
8. Would you be interested in applying for funds to help pay for upgrades?  Yes  No
9. Who is your Third Party Processor<sup>i</sup>?  World Pay  Fiserv  Other
10. If Other, specify Third Party Processor: \_\_\_\_\_
11. How many retail lanes do you have in your store? \_\_\_\_\_

- II. Does your store currently process debit/credit on a stand-beside device separate from your store's cash register system? **If No, please go to Section III**  Yes  No

1. Please list the contact information for the provider of your debit/credit stand-beside device:  
Name \_\_\_\_\_ Phone \_\_\_\_\_  
email \_\_\_\_\_
2. Does your store process SNAP EBT (Food Stamps)?  Yes  No
3. What is your SNAP (Food Stamps) Number? \_\_\_\_\_
4. Does your store currently process SNAP on this same stand-beside device that you use to process debit/credit cards?  Yes  No
5. If no, does your store have a completely separate stand-beside device to process SNAP EBT?  Yes  No
6. If yes, how many SNAP EBT-only stand-beside terminals do you have? \_\_\_\_\_
7. Please list the contact information for the provider of your SNAP EBT Only stand-beside device:  
Name \_\_\_\_\_ Phone \_\_\_\_\_  
email \_\_\_\_\_

- III. Does your store currently have a high speed internet connection?  Yes  No

1. If Yes, Provider Name \_\_\_\_\_ Phone: \_\_\_\_\_
2. If No, do you use a phone line to connect your Debit/Credit/SNAP device?  Yes  No

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<sup>i</sup> Third Party Processor - A payment processor is a company (often a third party) appointed by a merchant to handle transactions from various channels such as credit cards and debit cards for merchant acquiring banks. They are usually broken down into two types: front-end and back-end.

North Carolina Department of Health and Human Services  
Division of Child and Family Well-Being  
Community Nutrition Services Section  
1914 Mail Service Center  
5601 Six Forks Road  
Raleigh, NC 27699-1914  
Fax: (919) 870-4895

## PARTICIPANT ACCESS FORM

COUNTY:

DATE:

WIC DIRECTOR:

HEALTH DIRECTOR:

VENDOR:

LOCAL CONTACT:

WIC VENDOR #:

PHONE #:

DATE VENDOR OWNER SIGNED MOST CURRENT AGREEMENT: \_\_\_\_\_

1. ARE ANY WIC VENDORS WITHIN ONE (1) MILE OF THE HEALTH DEPARTMENT? IF SO, LIST AND DOCUMENT THE DISTANCE.
  
2. IF THIS VENDOR IS IN THE CITY LIMITS, WHAT WIC VENDORS ARE WITHIN THREE (3) MILES OF THIS VENDOR? (THIS MAY INCLUDE VENDORS THAT CROSS COUNTY LINES) LIST AND DOCUMENT THE DISTANCE.
  
3. IF THIS VENDOR IS OUTSIDE THE CITY LIMITS, WHAT WIC VENDORS ARE WITHIN SEVEN (7) MILES OF THIS VENDOR? (THIS MAY INCLUDE VENDORS THAT CROSS COUNTY LINES) LIST AND DOCUMENT THE DISTANCE.
  
4. ARE THERE ANY GEOGRAPHIC BARRIERS TO USING STORES LISTED IN QUESTIONS #1, 2, OR 3 OF THIS FORM? IF SO, EXPLAIN.

**MONTHLY REDEMPTION: STATE USE ONLY**

\_\_\_\_\_ through \_\_\_\_\_ = \$ \_\_\_\_\_

North Carolina Department of Health and Human Services  
Division of Child and Family Well-Being  
Community Nutrition Services Section  
1914 Mail Service Center  
5601 Six Forks Road  
Raleigh, NC 27699-1914  
Fax: (919) 870-4895

## PARTICIPANT HARDSHIP FORM

COUNTY:

DATE:

WIC DIRECTOR:

HEALTH DIRECTOR:

VENDOR:

LOCAL CONTACT:

WIC VENDOR #:

PHONE #:

DATE VENDOR OWNER SIGNED MOST CURRENT AGREEMENT: \_\_\_\_\_

1. ARE ANY WIC VENDORS WITHIN ONE (1) MILE OF THE HEALTH DEPARTMENT? IF SO, LIST AND DOCUMENT THE DISTANCE.
  
2. IF THIS VENDOR IS IN THE CITY LIMITS, WHAT WIC VENDORS ARE WITHIN THREE (3) MILES OF THIS VENDOR? (THIS MAY INCLUDE VENDORS THAT CROSS COUNTY LINES) LIST AND DOCUMENT THE DISTANCE.
  
3. IF THIS VENDOR IS OUTSIDE THE CITY LIMITS, WHAT WIC VENDORS ARE WITHIN SEVEN (7) MILES OF THIS VENDOR? (THIS MAY INCLUDE VENDORS THAT CROSS COUNTY LINES) LIST AND DOCUMENT THE DISTANCE.

**MONTHLY REDEMPTION: STATE USE ONLY**

\_\_\_\_\_ through \_\_\_\_\_ = \$ \_\_\_\_\_

North Carolina Department of Health and Human Services  
Division of Child and Family Well-Being  
Community Nutrition Services Section  
1914 Mail Service Center  
Raleigh, NC 27699-1914  
Fax: (919) 870-4895

## CHANGE IN VENDOR STATUS FORM

**TO:** WIC Vendor Unit  
Community Nutrition Services Section

**DATE:** \_\_\_\_\_

**FROM:** Name: \_\_\_\_\_  
Local WIC Agency (*no abbreviations*): \_\_\_\_\_

**DATE AGENCY NOTIFIED OF CHANGE:** \_\_\_\_\_

**VENDOR NAME & STORE #:** \_\_\_\_\_

**VENDOR #:** \_\_\_\_\_ **PREVIOUS VENDOR # (*If applicable*):** \_\_\_\_\_

**VENDOR ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

***BELOW PLEASE CHECK THE REASON FOR THE CHANGE IN STATUS:***

\_\_\_\_\_ WIC VENDOR MONITORING DISQUALIFICATION

\_\_\_\_\_ WIC COMPLIANCE BUY DISQUALIFICATION

\_\_\_\_\_ WIC INVENTORY AUDIT DISQUALIFICATION

\_\_\_\_\_ SNAP DISQUALIFICATION

\_\_\_\_\_ STORE CLOSED THEIR BUSINESS

\_\_\_\_\_ STORE SOLD

\_\_\_\_\_ STORE SALES LESS THAN \$2,000.00 ANNUALLY

\_\_\_\_\_ STORE MOVED MORE THAN THREE (3) MILES

\_\_\_\_\_ STORE OWNER DID NOT WISH TO PARTICIPATE IN THE PROGRAM

\_\_\_\_\_ OTHER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WIC VENDOR MANAGEMENT  
CUSTOMER SERVICE ISSUES FORM**

**SECTION I: CUSTOMER SERVICE ISSUE DOCUMENTATION**

**STAFF NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**AGENCY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ISSUE CREATION DATE:** \_\_\_\_\_

**INCIDENT DATE:** \_\_\_\_\_

**TARGET RESOLUTION DATE:** \_\_\_\_\_

**IS ISSUE CONFIDENTIAL?**  Yes  No

**ISSUE REPORTED BY:**

- Family/Participant      Family ID \_\_\_\_\_
- WIC Staff                  User ID \_\_\_\_\_
- Vendor                      Vendor ID \_\_\_\_\_
- Other                        Comments \_\_\_\_\_
- Anonymous

**ISSUE REPORTED ABOUT:**

- Family/Participant      Family ID \_\_\_\_\_
- WIC Staff                  User ID \_\_\_\_\_
- Vendor                      Vendor ID \_\_\_\_\_
- Policy/Procedure        Comments \_\_\_\_\_
- Other                        Comments \_\_\_\_\_

**ISSUE TYPE:** \_\_\_\_\_

**ASSIGNED TO:**

- State WIC Agency
- Local WIC Agency      Name of Local Agency \_\_\_\_\_
- Clinic                      Name of Clinic \_\_\_\_\_

**DESCRIPTION OF ISSUE(S):**

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**SECTION II: RESOLUTION OF ISSUE(S):**

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**WIC VENDOR MANAGEMENT  
CUSTOMER SERVICE ISSUES FORM**

<b>PURPOSE</b>	To report service issues pertaining to WIC vendor activity.
<b>PREPARATION</b>	The Local WIC Agency staff must complete Section I of the form. It may be faxed to the WIC Vendor Unit at 919-870-4895 or sent by email to the following email address: <a href="mailto:NCWICVendorQuestions@dhhs.nc.gov">NCWICVendorQuestions@dhhs.nc.gov</a> .
<b>RETENTION AND DISPOSITION</b>	This form must be retained in accordance with records retention requirements of the North Carolina Department of Cultural Resources and the North Carolina Department of Health and Human Services.



## VENDOR DISCOUNTS

A vendor discount is an in-store promotion that reduces the price or increases the quantity of a given product. Please remember that per Federal regulations [7 CFR 246.12 (h)(3)(iii)], WIC-authorized vendors may not treat WIC customers differently by not extending the same vendor discounts to them that are extended to non-WIC customers. Similarly, WIC authorized vendors may not treat WIC customers differently by offering them vendor discounts that are not offered to non-WIC customers. Common vendor discounts are listed below:

### **Buy One, Get One Free (BOGO)**

In this promotion, the WIC-authorized vendor sells one WIC food item and provides a second identical food item or a different item at no additional cost. For example, a vendor offers a free box of cereal with each box of cereal that is purchased. This is a quantity discount. Using a BOGO promotion allows WIC customers to get additional quantities of WIC foods or non-WIC items at no cost. If the free item in a BOGO promotion is a WIC food item, it should not be deducted from the participant's WIC benefits.

### **Buy One, Get One at a Reduced Price**

In this promotion, the WIC vendor sells one WIC food item at full price and sells either a second identical WIC food item or a different food item at a reduced price. For example, a vendor offers a half-price box of cereal with each box of cereal that is purchased at regular price. A buy one, get one at a reduced-price promotion is a price discount. In a transaction that only includes WIC items, this discount type only applies when the second, reduced price item is a WIC food item and the WIC customer has the item in his or her benefits balance. In this case, the WIC Program would benefit from this vendor discount by being charged the lower price for the second box of cereal.

### **Free Ounces Added to Food Item by Manufacturer (Bonus Size Items)**

In this promotion, a food manufacturer adds extra ounces to a product at no extra cost to the consumer. For example, instead of offering 16 ounces of cereal in a box, a manufacturer may temporarily offer a bonus size 18 ounce box of cereal at the same price. This promotion is a quantity discount. When a bonus size item is purchased by a WIC customer, the vendor should redeem the WIC food instrument or cash-value voucher as if the original size (16 ounce) item were purchased.

### **Transaction Discounts**

In this type of promotion, the WIC vendor applies a fixed amount discount or a discount percentage to the total dollar amount of the purchase. For example, the offer may be for \$10 off or 10% off when \$50 or more in groceries are purchased. A transaction discount is a price discount on the total purchase. In a transaction that only includes WIC items, the Program would benefit from the vendor discount being applied to the transaction.

### **Store Loyalty/Rewards Cards**

WIC-authorized vendors may provide a card or token that provides additional vendor discounts for frequent or regular customers. WIC customers are not required to use loyalty/rewards cards, nor are WIC-authorized vendors required to scan a "dummy" card for WIC customers who do not have their own cards. Store loyalty/rewards cards may provide a variety of quantity and/or price discounts. These vendor discounts should be processed by vendors as outlined above, according to type.

### **Manufacturers' Cents Off Coupons**

Manufacturers' cents off coupons allow customers to purchase certain items at a lower price. For example, a coupon may offer a price discount of 50 cents off a box of cereal. In a transaction that only includes WIC items, the value of the coupon would be applied to the WIC transaction, thus benefiting the Program.

**NOTE: Cash back is not permitted as a result of vendor discounts in any WIC transaction.** Also, although there are different types of vendor discounts that can be used, the WIC customer is not responsible for paying tax which results from the use of the vendor discount, e.g., the value of a coupon. In addition, as with any WIC transaction, vendors should not return any change to the WIC customer.

If you have any questions related to vendor discounts, please contact your Local WIC Agency.





Additional Notes: