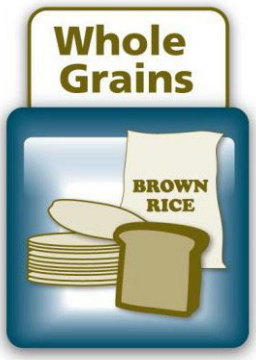
Vendor Manual

October 1, 2023 to September 30, 2024

Department of Health and Human Services

State WIC Program



NORTH CAROLINA

WIC VENDOR MANUAL

EFFECTIVE October 1, 2023 – September 30, 2024

WIC

SPECIAL SUPPLEMENTAL

NUTRITION PROGRAM

FOR WOMEN, INFANTS AND CHILDREN

STATE OF NORTH CAROLINA

Department of Health and Human Services

www.ncdhhs.gov/ncwic

2,500 copies of this public document were printed at a cost of $7,396.25 or $2.9585 per copy.

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-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.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:** (202) 690-7442; or

(3) **email:** program.intake@usda.gov

This institution is an equal opportunity provider.

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.

Page Intentionally Left Blank

Table of Contents

Purpose of This Manual 3

What is WIC? 4

What is the Role of the WIC Vendor? 4

Definitions 5

How to Become a WIC Vendor 7

Competitive Pricing and Price Limitations 9

Not-to-Exceed (NTE) Prices 10

Application Process 10

The Authorized Product List (APL) 12

Mapping Requirement for Fresh Produce 13

Guidelines for Processing eWIC Transactions 13

Receipt of Purchase Requirements 15

Additional eWIC Transaction Requirements 15

Transacting Food Benefits at Free-standing Pharmacies 15

How to Maintain or End WIC Vendor Authorization 17

How to Handle Customer Service Issues 18

WIC Supplemental Foods 19

Sources of Infant Formula 19

Minimum Inventory Requirements (Retail Vendors) 20

Vendor Monitoring 22

Vendor Claims 23

Sanction System and Appeals 24

Forms, Instructions, and Resources 27

Page Intentionally Left Blank

Purpose of This Manual

The WIC Vendor Manual provides instruction to assist vendors participating in the North Carolina (NC) WIC Program. This manual, effective October 1, 2023, is a source of information about proper management practices as well as the requirements and responsibilities of the authorized WIC vendor.

Most questions or problems can be resolved by referring to the WIC Vendor Manual, WIC Vendor Agreement, or by visiting the NC Vendor's Connection webpage www.ncdhhs.gov/wicvendorsconnection. Any suggestions or unanswered questions about the WIC Program can be emailed to NCWICVendorQuestions@dhhs.nc.gov or should be directed to the Local WIC Program.

Program: _____

_____

_____

_____

_____

Phone: _____

Email Address: _____

What is WIC?

"WIC" stands for the Special Supplemental Nutrition Program for Women, Infants, and Children. The United States Department of Agriculture (USDA) funds this program throughout the United States to provide nutrition education and supplemental foods for:

- Infants;
- Children up to 5 years of age;
- Pregnant women;
- Women who have had a baby in the last 6 months (Postpartum women); and
- Breastfeeding women who have had a baby in the last 12 months

The WIC Program is designed to prevent health problems in mothers and their young children and to promote healthy habits and healthy families. The program also provides referrals to other services and support for breastfeeding women and their infants. Health professionals at Local WIC Agencies determine an individual's eligibility for the WIC Program based on nutritional risk, household income, and residence in the state of North Carolina.

The WIC supplemental foods are good sources of important vitamins and minerals, high in fiber, and lower in fat content. The foods are individually prescribed by a health professional to meet the nutrition needs of each participant.

What is the Role of the WIC Vendor?

Vendors play a unique role in the WIC Program and are critical to the success of the program. Local WIC Agencies issue food benefits to WIC customers on eWIC cards. WIC customers then exchange their benefits for WIC supplemental foods available at authorized vendor locations. Vendors receive payment via ACH for eWIC transactions performed at their store. Only authorized vendors may transact (accept) food benefits.

WIC vendors are not permitted to use the acronym "WIC" or the WIC logo, including facsimiles, 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. WIC vendors are also not permitted to use the WIC logo in advertising or promotional literature, nor are vendors allowed to apply stickers, tags, or labels having the WIC acronym or logo on NC-approved WIC supplemental foods. Both the acronym and logo are registered service marks with the U.S. Patent and Trademark Office. The purpose of the restriction is to prevent use of the service marks by private sector organizations in ways likely to cause confusion in regard to their involvement with the WIC Program. It is the USDA's policy to avoid endorsements, directly or indirectly, of any commercial product, service, or enterprise.

The State WIC Program provides shelf tags to vendors to properly identify WIC supplemental foods. If vendors choose to create their own shelf tags, they must be approved by the State WIC Program before use. Shelf tags may read "WIC Approved Item," "WIC Approved Food," or something similar. The tags may not include the name of a manufacturer, distributor, wholesaler, store, or brand name.

Definitions

Authorized Product List (APL): the list of universal product codes (UPCs) and product look-up (PLU) codes for WIC supplemental foods, fruits and vegetables that are authorized for purchase by WIC customers. The APL must be uploaded into the vendor's point of sale (POS) system on a daily basis.

Corporate Vendor: a corporation, partnership, cooperative association, or other business entity that has 20 or more WIC-authorized stores/pharmacies in North Carolina that are owned and operated by the business entity.

Crossroads: the NC WIC Program's integrated computer system for issuance and redemption of WIC food benefits.

Electronic Benefit Transfer (EBT): a method that permits electronic access to WIC food benefits using a plastic card. EBT for the North Carolina WIC Program is referred to as eWIC.

Electronic Signature: an electronic sound, symbol, or process, attached to or associated with an application or other record and executed and/or adopted by a person with the intent to sign the record.

eWIC: the term used for EBT by the North Carolina WIC Program.

eWIC Capable: when the WIC vendor demonstrates their cash register system or payment device can accurately and securely obtain WIC food balances associated with an eWIC card, maintain the necessary files such as the authorized product list and successfully complete eWIC purchases.

eWIC Card: a plastic card with a magnetic stripe used to purchase North Carolina WIC authorized foods. Each card has a 16-digit Primary Account Number (PAN).

eWIC Processor: the entity contracted with the North Carolina WIC Program for the maintenance and operation of the Program's eWIC system that acts as the agent of the Program to process and settle eWIC transactions.

Exempt Infant Formula: a non-contract infant formula which requires medical documentation for issuance to a WIC participant.

First Date to Spend: the first day that a WIC customer can use their food benefits to obtain supplemental foods. The "First Date to Spend" is also referred to as the "First Date of Use."

FIS (Fidelity Information Services): The North Carolina WIC Program's eWIC contractor.

Food Benefits: the supplemental foods a WIC customer receives from WIC for a selected month. Food benefits provide specific amounts of WIC approved foods, formulas, and/or a fixed-dollar amount for WIC customers to receive fruits and vegetables.

- **Food Benefit Balance**: unspent food benefits for the current month that are available to the cardholder to purchase WIC supplemental foods. Each month's food benefits expire at 11:59PM on the Last Date to Spend. The benefit balance is printed on the cash register receipt after each purchase.
- **Redeemed Food Benefits**: the benefits that have been used by the WIC customer after the First Date to Spend and before the Last Date to Spend.

Free-standing Pharmacy: a pharmacy that does not operate within another retail store. This includes free-standing pharmacies that are chain stores and free-standing pharmacies participating under a WIC corporate agreement. Pharmacies operating within a retail store, such as a chain store, are not included in this category. Such pharmacies are authorized as part of the retail store and not authorized independently.

Last Date to Spend: the last day that a WIC customer can use their food benefits to obtain supplemental foods. The "Last Date to Spend" is also referred to as the "Last Date of Use."

Minimum Lane Coverage: the number of POS terminals necessary for a vendor to operate an eWIC system.

Mixed Basket: a transaction consisting of multiple tender types such as WIC, FNS benefits and debit where WIC foods do not need to be separated from other groceries.

Multi-function Equipment: POS equipment obtained by a WIC vendor through commercial suppliers, which is capable of supporting WIC EBT and other payment tender types. This is also known as an integrated system.

New Authorized Vendor: an authorized WIC vendor that has been approved to accept WIC for the first time and does not include vendors that have a previous WIC authorization history.

Not-to-Exceed (NTE) Price: the maximum price established by the NC WIC Program that the state will reimburse the vendor for an approved food item.

Personal Identification Number (PIN): a numeric password used by a WIC participant to authenticate the participant to the eWIC system.

Point-of-sale (POS) Terminal: an electronic device used to process eWIC card payments at authorized vendor locations.

Predominantly WIC Vendor (PWV): a vendor that derives more than 50% of its annual food sales revenue from WIC. **PWVs are not authorized in NC.** If the State WIC Program determines that a vendor applicant is expected to be a PWV, the vendor application will be denied. If the State WIC Program determines that an authorized vendor has become a PWV based on analysis of its food sales documentation, the vendor's WIC Vendor Agreement will be terminated.

Primary Account Number (PAN): the 16-digit number on the front of an eWIC card.

Product Look-Up (PLU) code: an identification number placed on produce sold at authorized vendor locations.

Sign or Signature: a handwritten signature on paper or an electronic signature.

Single-function Equipment: POS equipment such as barcode scanners, card readers, PIN pads and printers, provided to an authorized WIC vendor solely for use with the WIC Program.

SNAP: the Supplemental Nutrition Assistance Program also referred to as the Food Stamp Program or Food and Nutrition Services (FNS) in North Carolina.

Universal Product Code (UPC): an identification code printed on the packaging of WIC approved foods sold at WIC authorized vendor locations.

WIC-eligible Nutritionals: products specifically formulated to provide nutritional support for individuals with a medical condition when the use of conventional foods is precluded, restricted, or inadequate; these products require medical documentation for issuance to a WIC participant.

How to Become a WIC Vendor

To become an authorized WIC vendor, vendor applicants must comply with the selection criteria established by the USDA and the NC WIC Program. A vendor applicant must:

1. Sign a Vendor Agreement with the eWIC processor or a third-party processor that has been certified according to criteria established by the eWIC processor;

2. Be eWIC capable and pass certification testing performed by the State WIC Program, when requested;

3. Be an authorized SNAP vendor (free-standing pharmacy vendors are exempt from this requirement). 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;

4. 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;

5. Accurately complete the WIC Vendor Application; WIC Price List or WIC Price List for Free-standing Pharmacies; WIC Vendor Agreement or WIC Vendor Agreement for Free-standing Pharmacies; and either an Above-50-Percent Vendor Self-Declaration form (retail vendors) or Cost-Containment Exemption for Free-standing Pharmacy Vendors form;

6. Maintain current shelf prices that are not more than the NTE price for each food within the vendor applicant's peer group (Free-standing pharmacy vendors are exempt from this requirement);

7. Pass a pre-authorization monitoring review conducted by the Local WIC Program to determine whether the store has the required minimum inventory of supplemental foods;

8. Maintain inventory within valid expiration dates;

9. Attend, or have a store manager or other authorized store representative attend, WIC Vendor Training. Ensure that the applicant's employees receive instruction in WIC Program policies, procedures, and requirements;

10. 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;

11. Operate the store at a single, fixed location in NC. The store must be located at the address indicated on the WIC Vendor Application and must be the site at which WIC supplemental foods are selected by the WIC customer;

12. Be open for business to the public throughout the year at least six days a week, for at least 40 hours per week, between 8:00 a.m. and 11:00 p.m.;

13. Provide to WIC customers only infant formula, exempt infant formula, and WIC-eligible nutritionals purchased directly from State-approved sources;

14. Not have any owners, officers, or managers who are employed by, or who have a spouse, child, or parent employed by the State WIC Program or the Local WIC Program serving the county in which the vendor applicant conducts business. An applicant also shall not have an employee who handles or transacts WIC food or cash-value benefits who is employed by, or has a spouse, child, or parent who is employed by the State WIC Program or Local WIC Program serving the county in which the vendor applicant conducts business. Such situations present a conflict of interest;

15. Not have any owners, officers, or managers who in the last six (6) years have been convicted of or had a civil judgment entered against them for any activity indicating a lack of business integrity. Such activities include, but are 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;

16. Not currently be disqualified from participation in the WIC Program. Additionally, the vendor applicant must 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;

17. Not be expected to operate as a PWV, as determined by the State WIC Program. A PWV is a vendor that derives more than 50-percent of its annual food sales revenue from eWIC benefits;

18. 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) another store that is disqualified from SNAP, or has been assessed a civil money penalty ("CMP") in lieu of the disqualification and the time period during which the disqualification would have run has not expired; or (2) another store that is disqualified from the WIC Program, or has been assessed a monetary or civil money penalty in lieu of the disqualification and the time period during which the disqualification would have run has not expired; and

19. Not submit false, erroneous, or misleading information in an application to become an authorized WIC vendor or in subsequent documents submitted to the State or Local WIC Program.

20. Require an owner, manager, or other authorized store representative to complete training approved by the state WIC Program on eWIC procedures. The vendor must ensure that all cashiers and staff are fully trained on eWIC requirements, including training in the acceptance and processing of eWIC transactions.

Competitive Pricing and Price Limitations

Federal regulations require State WIC Agencies to establish competitive pricing and price limitations for vendor authorization. Competitive pricing considers the prices a vendor charges for supplemental foods as compared to the prices charged by other authorized vendors for the same foods. Price limitations ensure that a vendor maintains competitive prices as an authorized vendor. Competitive pricing and price limitations are selection criteria that must be effective throughout the entire agreement period. Subsequent to authorization, a vendor must not increase their prices to levels that would make them ineligible for authorization.

The competitive pricing structure for the NC WIC Program has been updated to include seven (7) peer groups. Three of the established peer groups are statewide for the specified store type regardless of location. Geography is considered a factor for placement of a vendor in the remaining four peer groups. The following table provides a description of each vendor peer group.

Vendor Peer Groups

VENDOR PEER GROUPS			
PEER GROUP NUMBER	**STORE TYPE**	**LOCATION**	**DESCRIPTION**
5	Pharmacy	Statewide	Free-standing pharmacy that sells a limited variety of foods
6	Convenience Store	Statewide	Retailer with a limited assortment of grocery items
7	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
8	Independent Grocery	Urban	Retailer that primarily sells groceries with fewer than 11 store locations
9	Independent Grocery	Non-urban	Retailer that primarily sells groceries with fewer than 11 store locations
10	Regional Grocery Chain	Urban	Retailer that primarily sells groceries with at least 11 store locations and operates in 2 or more states
11	Regional Grocery Chain	Non-urban	Retailer that primarily sells groceries with at least 11 store locations and operates in 2 or more states

The peer group for each vendor is determined using store type and geography. For example, a store that is classified as an independent grocery store that is located in a rural area will be placed in peer group nine.

Not-to-Exceed (NTE) Prices

An NTE is established for most supplemental foods sold by vendors in peer groups 6-11. The NTE is set at two (2) standard deviations above the average shelf price for most supplemental foods within a vendor peer group. The payment for a supplemental food cannot exceed the NTE calculated for the size and brand. The NTEs are established using redemption data obtained from the eWIC system.

Formula prices depend on the type of formula. Contract standard milk and soy-based infant formulas have NTEs based on vendor redemption data. Exempt infant formulas and WIC-eligible nutritionals do not have NTEs but instead, payments are based on current shelf price.

A list of WIC-approved infant formulas, exempt infant formulas and WIC-eligible nutritionals is posted on the NC WIC Vendor's Connection web page at www.ncdhhs.gov/wicvendorsconnection.and may also be obtained from your Local WIC Program.

Application Process

Applicants, other than free-standing pharmacies, must be authorized SNAP vendors prior to applying for WIC Program vendor authorization. To be eligible to accept WIC food benefits and cash-value benefits, food retailers must be authorized by the Local and State WIC Agencies, which includes having a current WIC Vendor Agreement signed by the vendor, the Local WIC Program, and the State WIC Program. Free-standing pharmacies are authorized through the same process but can only accept food benefits issued for exempt infant formulas and WIC-eligible nutritionals. The owner, store manager, or other authorized vendor representative must attend training provided by the Local WIC Program.

Following the orientation to the WIC Program, vendor applicants not under a WIC corporate agreement must complete the following forms:

- WIC Vendor Application (DHHS 3282);
- WIC Price List (DHHS 2766) or WIC Price List for Free-standing Pharmacies (DHHS 2766-P);
    - Free-standing pharmacies are only required to submit the WIC Price List for Free-standing Pharmacies (DHHS-2766-P) for exempt infant formula and WIC-eligible nutritionals at authorization.
- WIC Vendor Agreement (DHHS 2768) or WIC Vendor Agreement for Free-standing Pharmacies (DHHS 2768-P);
- Above-50-Percent Vendor Self Declaration Form (retail vendors) or Cost-Containment Exemption for Free-standing Pharmacy Vendors form

Corporate agreement vendors sign one (1) WIC Vendor Agreement (WIC Corporate Agreement) for all of its individual stores. In addition, corporations under a WIC Corporate Agreement are only required to complete one (1) price list for all of its individual stores – either a WIC Price List (retail vendors, DHHS 2766) or a WIC Price List for Free-standing Pharmacies (pharmacy vendors, DHHS 2766-P). Therefore, individual stores under a

WIC Corporate Agreement do not submit an individual WIC Vendor Agreement, WIC Price List, WIC Price List for Free-standing Pharmacies, above 50-Percent Vendor Self Declaration Form (retail vendors) or a Cost-Containment Exemption for Free-standing Pharmacy Vendors form.

Following the orientation to the WIC Program, vendor applicants under a WIC Corporate Agreement are only required to complete the following form(s):

- WIC Vendor Application (DHHS 3282);

Vendor applicants (corporate and non-corporate) should submit all authorization-related forms to the Local WIC Program. The Local WIC Program then conducts a pre-authorization monitoring visit of the store to determine if the applicant's store meets WIC vendor requirements. A key requirement is that the store carries the required minimum inventory of WIC supplemental foods.

A vendor applicant must pass the monitoring review to become authorized. If a vendor applicant fails the first review, the Local WIC Program re-monitors within fourteen (14) days. Vendor applicants that fail the monitoring visit a second time cannot reapply for a period of ninety (90) days from the date of the second monitoring visit.

After the required pre-authorization monitoring visit has been completed, the Local WIC Program then submits the required forms to the State WIC Program for review. If a vendor applicant has prices above the NTE for its assigned peer group, the State WIC Program notifies the vendor applicant in writing. The vendor applicant is then given an opportunity to submit a revised WIC Price List within thirty (30) days. If any of the vendor applicant's resubmitted prices exceed the NTE, or the vendor does not resubmit prices within thirty (30) days, the application is denied in writing. The applicant must wait ninety (90) days from the date of the written denial to reapply for authorization.

To fully complete the authorization process, a vendor applicant must also sign a Vendor Agreement with the eWIC processor, or a third-party processor that has been certified according to criteria established by the eWIC processor prior to authorization. They must also pass certification testing, if necessary, and ensure that their staff are trained regarding eWIC policies and procedures for their store. Vendor applicants cannot be authorized without completing these requirements.

***Note**: Vendor applicants that are denied WIC Program authorization receive written notification of this decision. This letter includes information regarding how to request a contested case hearing with the Office of Administrative Hearings (OAH) should the applicant wish to appeal the decision.*

A vendor applicant cannot transact (accept) WIC food benefits prior to authorization. Upon authorization, the State WIC Program will ensure that the WIC Vendor Agreement (signed by the vendor, the Local WIC Program, and the State WIC Program) is provided to the vendor.

Vendor eWIC Enablement and Certification

In order to process eWIC transactions, vendors must obtain and be certified to use the appropriate POS terminal(s) and/or software. FIS, the North Carolina approved eWIC processor, is responsible for facilitating all vendor enablement and certification processes. Vendor applicants must contact FIS to obtain information and documents required for certification of the vendor's POS system and arrange for the setup of the equipment

and/or software needed to process eWIC transactions in North Carolina, as applicable. If stand-beside equipment is necessary for transacting eWIC, applicants will be responsible for establishing an equipment lease and paying all associated costs for the stand-beside equipment they obtain to transact eWIC.

To be authorized and maintain authorization as a North Carolina WIC vendor, all vendors/vendor applicants must have their POS system certified to accept eWIC by FIS or a third- party processor that has been certified according to criteria established by FIS. Failure to obtain/maintain certification or a stand-beside device provided by FIS during the time specified by the North Carolina WIC Program may result in denial of the vendor applicant's application or termination of the vendor's WIC Vendor Agreement. Vendors or vendor applicants in need of assistance with the certification process, including completion of contract documentation and set up of stand-beside devices, may contact FIS using the information listed below.

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

Email Address: merchant.services.support@fisglobal.com

Vendors that use stand-beside devices to complete eWIC transactions should also contact FIS for:

- Assistance with updating contract documentation;
- POS terminal and scanner training, troubleshooting and replacement; and
- Guidance on how to access the FIS Online Merchant Portal which provides vendors with redemption-related reports and a way to search the eWIC APL file for approved foods.

Vendors with multi-function systems should contact their third party-processor if they need assistance with the areas listed above.

All vendors can contact FIS for assistance with transaction history, settlement information, disputes, and reconciliation procedures as well as support on system adjustments and resolution of out-of-balance conditions.

Please send eWIC policy-related questions to: NCWICVendorQuestions@dhhs.nc.gov. North Carolina WIC Program vendor staff will answer your questions promptly. Guidance regarding NC eWIC is also provided on the Vendor's Connection webpage at www.ncdhhs.gov/wicvendorsconnection.

The Authorized Product List (APL)

To appropriately configure an eWIC system to approve WIC supplemental foods for purchase, vendors must be provided with the authorized product list also known as the APL. Updates are made to the APL to add new products, modify existing products and delete discontinued products, as necessary. Vendors with single function stand-beside devices will automatically have the APL programmed into the device when they receive it from the eWIC processor and will receive updates to the APL through automated downloads. To obtain the most updated APL, vendors with a stand-beside device must unplug and plug back in the device prior to performing eWIC transactions for the day. Regardless of the type of eWIC system used, **vendors must ensure that the APL is downloaded to each eWIC device/outlet in their store at least once every 24 hours.**

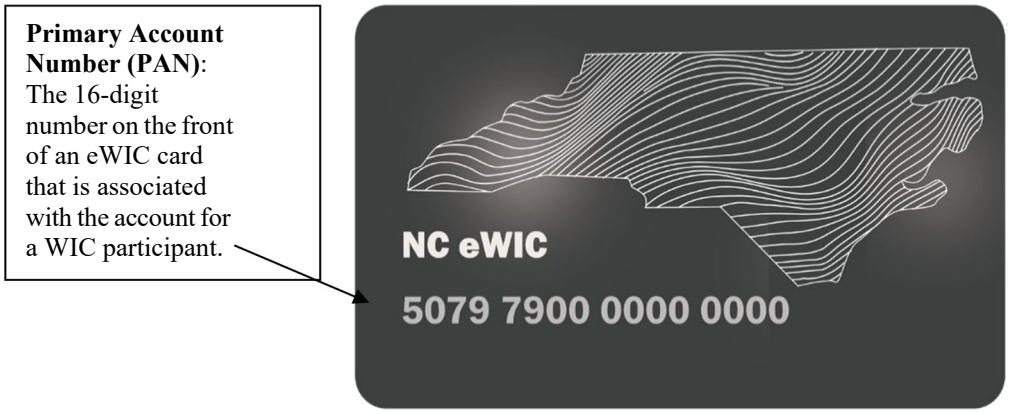
Vendors, manufacturers, and wholesale suppliers may submit requests to update/add UPCs to the APL by completing the web-based *NC WIC Approved Product Registration Form*. This form and the *NC WIC Approved Foods Nutrition Criteria* can be found at www.ncdhhs.gov/wicvendorsconnection. The *NC WIC Approved Foods Nutrition Criteria* should be reviewed before a UPC is submitted for approval.

Mapping Requirement for Fresh Produce

Fresh fruits and vegetables must be mapped to a corresponding product look-up (PLU) code in the North Carolina WIC APL file or to the standard generic PLU for produce (4469) or organic produce (94469). This is a required process necessary to ensure that WIC customers can use their eWlC card to obtain fresh fruits and vegetables with their cash-value benefits. If mapping is not completed appropriately, produce which should be available for redemption with eWIC cash-value benefits will be denied when a WIC customer attempts to purchase it. If a WIC customer cannot purchase fresh produce with their cash-value benefits available on their eWlC card, then the vendor has failed to comply with eWIC processing requirements. Failure by a vendor to process eWIC transactions accurately may result in termination of the WIC Vendor Agreement.

Guidelines for Processing eWIC Transactions

A sample of a North Carolina eWIC card is shown below.



A transaction is the process by which a WIC customer presents an eWIC card containing food benefits to a vendor in exchange for authorized supplemental foods allowed by the WIC Program. The transaction must take place at the vendor's store. In other words, WIC customers (the participant, parent, guardian, proxy, or compliance investigators) must select the WIC supplemental food at the vendor's store. Under no circumstances is it acceptable for a vendor to ask a WIC customer for identification. In North Carolina, WIC customers are not required to provide ID when completing WIC transactions.

The key to proper eWIC transactions is to ensure that all store personnel strictly follow procedures. If proper procedures are not followed, personnel from the State or Local WIC Program may investigate and/or conduct routine monitoring of the store.

Authorized WIC vendors may not discriminate against WIC customers. For example, an authorized WIC vendor cannot create a separate checkout line for WIC customers.

Vendors must process eWIC transactions, accurately, in a timely manner and in accordance with the terms of the North Carolina WIC Vendor Agreement, the eWIC Processor Vendor Agreement, the FNS EBT operating rules, standards and technical requirements, WIC Program rules, and state and federal regulations, and statutes.

Vendor owners, managers or other authorized store representatives must complete training on eWIC procedures prior to using the system. Furthermore, the vendor must ensure that all cashiers and staff are fully trained on eWIC requirements, including training in the acceptance and processing of eWIC transactions. The procedures used for eWIC processing are determined by the type of POS system used by the vendor.

If the vendor uses a stand-beside device provided by the eWIC processor, the process is as follows:

1. The WIC customer must first separate WIC supplemental foods from foods which will not be included in the transaction. If a vendor chooses to use stand-beside equipment, items purchased with WIC benefits will be a separate transaction from non-WIC items purchased by the WIC customer.
2. The WIC customer then swipes the card through the device and enters their PIN to authorize the transaction in lieu of a signature. 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 vendor must never manually enter the eWIC card number or enter the PIN for the WIC customer.**
3. The vendor then scans the UPC or PLU code into the POS system for the approved supplemental food, fruit or vegetable presented for purchase by the WIC customer in the type and size available on the WIC customer's eWIC account. If the scanning device is not working, then the vendor can manually enter the correct UPC/PLU code. Foods presented for purchase that are not WIC-approved, will be rejected by the system and cannot be deducted from the WIC customer's benefit balance.
4. Once the UPC/PLU code is scanned into the POS system, the vendor must scan the item into their cash register system to determine the price for the item. Then the vendor must enter the quantity transacted and item price into the POS system.
   Steps 3 and 4 must be repeated for every approved supplemental food, fruit or vegetable presented for purchase by the WIC customer.
5. The vendor then enters any discounts which the WIC customer is eligible for into both systems.
6. The vendor calculates a total and then submits the transaction using the stand-beside device.
7. The vendor provides the WIC customer with a receipt printed from the stand-beside device which shows the items purchased and the remaining benefit balance. The transaction is then completed/finalized in the store system.

If a vendor has questions or concerns regarding their stand-beside device(s) or how to complete a transaction, they should contact the FIS Retailer Helpdesk at 844-230-0836 or merchant.services.support@fisglobal.com.

If the vendor uses a multi-function (integrated) system, the process is as follows:

1. The vendor scans the UPC(s) and/or PLU codes for all items presented for purchase by the WIC customer, including the UPC/PLU codes for the supplemental foods, fruits or vegetables. If the scanning device is not working, then the vendor can manually enter the correct UPC(s)/PLU codes to complete the transaction. With integrated systems, it is not necessary to separate items for purchase with eWIC benefits. Integrated systems are programmed to select the correct foods by UPC/PLU code and subtract them from the WIC customer's benefit balance. Also, foods presented for purchase that are not WIC-approved, will be rejected by the system and cannot be deducted from the WIC customer's benefit balance.
2. The WIC customer swipes the eWIC card through the card reader device and enters their PIN to authorize the transaction in lieu of a signature. This can be done at any time during 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 vendor must never manually enter the eWIC card number or enter the PIN for the WIC customer.**
3. The vendor's cash register system determines the items that will be applied to the eWIC card and then deducted from the customer's benefit balance.
4. The vendor applies all discounts for which the WIC customer is eligible.

5. The WIC customer reviews items and then confirms the amount.
6. The vendor then submits the transaction.
7. The vendor's cash register system receives the response and the remaining balance for the transaction (if any) is presented to be paid.
8. If there are remaining items, they must be paid for using another tender type (credit/debit, cash or SNAP).
9. The vendor provides the WIC customer with a receipt which shows the items purchased and the remaining benefit balance.

When a multi-tender transaction is performed, 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 is used for the purchase.

NOTE: The transaction guidelines for integrated systems may vary slightly based on the POS system used. Vendors with integrated systems should refer to the guidance provided for their POS system for more comprehensive instructions on how to transact eWIC using their system.

Receipt of Purchase Requirements

The printed receipt provided to the WIC customer is a record of what was purchased at the vendor's store. Vendors must provide WIC customers with printed receipts in accordance with receipt requirements listed in the *USDA, FNS, WIC EBT Technical Implementation Guide* which can be accessed using the link below: https://fns-prod.azureedge.us/sites/default/files/wic/WICEBTTechnicalImplementationGuide2018.pdf

Additional eWIC Transaction Requirements

When performing eWIC transactions the vendor must:

1. Provide to the WIC customer only the approved supplemental foods, fruits, and vegetables contained in the 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. This is known as a split tender transaction. 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;
2. Not scan codes from UPC codebooks or reference sheets;
3. 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; and
4. Ensure that the checkout process for eWIC allows a reasonable degree of security for protecting the PIN used by the WIC customer.

Transacting Food Benefits at Free-standing Pharmacies

Authorized free-standing pharmacies can transact only food benefits issued for exempt infant formula and WIC-eligible nutritionals. Food benefits for authorized fruits and vegetables and any foods other than exempt infant formula and WIC-eligible nutritionals will not be paid to free-standing pharmacies. A list of these exempt infant formulas and WIC-eligible nutritionals can be found on the Community Nutrition Services Section web site at www.ncdhhs.gov/wicvendorsconnection or obtained from your Local WIC Program.

Lost eWIC Cards

Should an eWIC card be found on the vendor's property and go unclaimed for 24 hours, the vendor must return the card to the Local WIC Agency as soon as possible. The vendor must not hold or use a WIC customer's eWIC card and PIN for any reason.

Payments to Vendors for eWIC Transactions

Vendors 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 has an NTE price. If a vendor submits an item price that is above the NTE, their payment will be decreased to the NTE amount for the item. Vendors are required to provide their bank account information to the eWIC processor to ensure payment for eWIC transactions.

eWIC System Installation, Upgrades and Maintenance

Vendors must also comply with the following policies regarding eWIC system installation, upgrades and maintenance:

1. Connect the vendor's in-store system for each eWIC device/outlet covered by the WIC Vendor agreement to the State's eWIC system at least once each 24-hour period to download reconciliation files and the North Carolina WIC authorized product list (APL).
2. Maintain POS terminals used to support the WIC Program in accordance with the minimum lane coverage requirements listed below:
    a. Superstores and supermarkets: There will be one POS terminal for every $11,000 in monthly WIC redemption up to a total of four POS terminals or the number of lanes in the location, whichever is less;
    b. All other vendors: There will be one POS terminal for every $8,000 in monthly redemption up to a total of four POS terminals, or the number of lanes in the location; whichever is less.
3. Maintain a North Carolina eWIC processor certified in-store eWIC system that is available for WIC redemption processing during all hours the store is open;
4. Request the North Carolina eWIC processor re-certify its in-store system if the vendor alters or revises the system in any manner that impacts the eWIC redemption or claims processing system after initial certification is completed. The following applies:
    a. If the eWIC 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 under which the WIC in-store system was certified, the State will not accept a redemption;
    b. The vendor is liable for the costs of all recertification events needed to return the eWIC system for all eWIC devices/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.
5. For vendors with integrated systems, obtain EBT card readers to support eWIC transactions within their store(s). The vendor must ensure that the EBT card readers they obtain meets all EBT and North Carolina EBT Processor requirements. The vendor must:
    a. Purchase EBT card terminals that are capable of properly reading eWIC card transactions;
    b. Ensure that the EBT terminal(s) will be supported by integrated software that is fully capable of supporting WIC in-lane transactions. The vendor's POS system must meet state certification

requirements, including interoperability and North Carolina eWIC provider requirements, prior to being placed in operation to accept EBT transactions.

c. Acknowledge that the performance of maintenance, cost of maintenance and cost of future replacement of terminals is the vendor's sole responsibility;

6. Not charge to the North Carolina WIC Program:
   a. any third-party commercial processing costs and fees incurred by the vendor from eWIC multi-function equipment. Commercial transaction processing cost and fees imposed by a third-party processor that the vendor elects to use to connect to the eWIC system of the state shall be borne by the vendor;
   b. interchange fees related to eWIC transactions;
   c. ongoing maintenance, processing fees or operational costs for vendor systems and equipment used to support eWIC unless the State Agency determines the vendor is necessary for participant access.
7. 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 eWIC Processor or a third-party processor that has been certified according to criteria established by the state WIC Program's eWIC Processor.

How to Maintain or End WIC Vendor Authorization

Authorized vendors wishing to maintain their WIC authorization must have on file with the State WIC Program, a signed, current WIC Vendor Agreement (DHHS 2768) or WIC Vendor Agreement for Free-standing Pharmacies (DHHS 2768-P)*. Authorized vendors must complete a WIC Vendor Information Update (DHHS 779) each year prior to October 1 and at any time there is a change in store information. Retail grocery vendors must also submit an updated WIC Price List (DHHS 2766) within two (2) weeks of the written request of the State or Local WIC Program. All vendors must attend annual vendor training each year by September 30th to maintain authorization.

Vendors must always process EBT transactions accurately, in a timely manner and in accordance with the terms of the North Carolina WIC Vendor 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.

***Note**: The North Carolina WIC Vendor Agreement runs on a three (3) year cycle, with the current Agreement effective until September 30,2024. If a vendor becomes authorized during the three-year cycle, the Agreement will be effective from the date of authorization until September 30,2024. Authorization is not a license or property interest. Vendors must reapply for WIC authorization at the end of each contract period.*

Excluding free-standing pharmacies, a vendor must redeem at least two-thousand dollars ($2,000) annually in WIC supplemental food sales. Failure to redeem at least two-thousand dollars ($2,000) annually will result in the termination of the WIC Vendor Agreement.

Change of ownership shall result in termination of the WIC Vendor Agreement by the State WIC Program. The new store owner can apply for vendor authorization as described in the "How to Become a WIC Vendor" section of this manual. If a store changes its name, but not ownership, the Local WIC Program must be notified in writing of that change. A new WIC Vendor Agreement is not required.

A change in store location of more than three (3) miles from the store's previous location shall result in termination of the WIC Vendor Agreement by the State WIC Program. The store owner must reapply for vendor authorization as described in the "How to Become a WIC Vendor" section of this manual.

If the store relocation is three (3) miles or less, a new WIC Vendor Agreement is not required. Complete the WIC Vendor Information Update form (DHHS 779) and submit to the Local WIC Program.

Additionally, 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 Program. The store owner must reapply for vendor authorization as described in the "How to Become a WIC Vendor" section of this manual.

Please refer to the Terms of Vendor Agreement (or Terms of Vendor Agreement for Free-standing Pharmacies) and 10A N.C.A.C. Subchapter 43D for a comprehensive list of requirements relevant to maintaining WIC vendor authorization.

Vendors may voluntarily end their WIC Vendor Agreement at any time by providing thirty (30) days' advance written notice to the Local WIC Agency. Vendors should notify their WIC customers of the date after which they will no longer accept WIC food benefits and cash-value benefits.

Upon disqualification or termination, vendors have ten (10) business days from the day of FIS's email notification to return all applicable stand-beside equipment. This includes all cables, cords, scanners and pin pads. FIS will send a shipping label to the email address the vendor provided to the North Carolina WIC Program. Please note, FIS reserves the right to initiate an Automated Clearing House (ACH) debit from the vendor's account if equipment is not returned by the deadline.

How to Handle Customer Service Issues

Local WIC Agencies are required to report significant customer service issues (complaints) about vendors to the WIC Vendor Unit. The customer service issue may come from a variety of sources including WIC customers, WIC staff, WIC vendors, and members of the general public. Depending on the nature of the customer service issue, the North Carolina WIC Program may target the vendor for investigation.

Vendors and WIC customers should report vendor and participant-related customer service issues to their Local WIC Program before contacting the State WIC Program.

When submitting a customer service issue, use the "WIC Vendor Management Customer Service Issues Form." An example of this form can be found in the "Forms, Instructions and Resources" section of this manual.

WIC Supplemental Foods

The WIC Program allows certain supplemental foods that are beneficial to and meet specific nutrient needs for its customers. WIC customers can obtain any WIC supplemental foods in the quantities specified or fruits and vegetables with the cash-value benefit listed on the receipt that details the WIC customer's benefit balance.

The NC WIC Approved Foods Nutrition Criteria document which details criteria for supplemental foods and infant formula approved for issuance may be obtained from your Local WIC Program or found on the NC WIC Vendor's Connection webpage at: www.ncdhhs.gov/wicvendorsconnection. This guidance document should always be reviewed before submission of UPCs for addition to the APL as it is used by WIC Program staff for review and approval of new food products.

Note**: For more information, refer to the current **NC WIC Vendor Transaction Guide

Sources of Infant Formula

Vendors must provide to WIC customers only infant formula, exempt infant formula, and WIC-eligible nutritionals purchased directly from State-approved sources. Failure to comply with these requirements will result in termination of the WIC Vendor Agreement. A list of approved sources (suppliers) may be obtained from your Local WIC Program or found on the NC WIC Vendor's Connection webpage at: www.ncdhhs.gov/wicvendorsconnection. Vendors must retain invoices, receipts, copies of purchase orders, and any other proofs of purchase for all WIC supplemental foods, including infant formula, which details at a minimum: the name of the seller and be prepared entirely by the seller without alteration by the vendor or on the seller's business letterhead; the date of purchase and the date the authorized vendor received the WIC supplemental food at the store if different from the date of purchase; and a description of each WIC supplemental food item purchased, including brand name, unit size, type or form, and quantity. Failure to retain and provide this purchase documentation upon request can lead to disqualification from the WIC Program.

Minimum Inventory Requirements (Retail Vendors)

To assure that WIC customers can obtain all supplemental foods prescribed, WIC retail vendors must stock the required minimum inventory of WIC supplemental foods. An exception to the minimum inventory requirement is made for free-standing pharmacies, which provide only exempt infant formula and WIC-eligible nutritionals. The required minimum inventory is listed below.

Minimum Inventory Requirements

Food Item	Type of Inventory	Quantity
Milk	Whole fluid, gallon	2 gallons
	Skim/low-fat (1%) fluid: gallon	6 gallons
Cheese	1-pound package	2 packages
Cereal	2 types: whole grain (minimum package size 12 ounces)	6 packages total
Eggs	Grade A, large, white: 1-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
Tuna	5 to 6-ounce container	6 containers
Bread/Tortillas	16-ounce loaf of bread or package of tortillas	2 loaves and/or 2 packages OR 1 loaf and 1 package
Rice	14-16-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 total
Infant Formula	Milk-based powder: 11 to 14-ounce	8 cans
	Soy-based powder: 11 to 14-ounce (Brands must be the primary contract infant formulas)	4 cans
Fruits	14 to 16-ounce can: 2 varieties	10 cans total
Vegetables (excludes foods in the dried peas & beans category)	14 to 16-ounce can: 2 varieties	10 cans total

Equitable Treatment and In-Store Promotions

Federal WIC regulations [7 CFR 246.12(h)(3)(iii)] require WIC-authorized vendors to offer WIC customers the same courtesies that are offered to non-WIC customers. WIC vendors may not treat WIC customers differently from non-WIC customers by excluding them from in-store promotions. This means that WIC-authorized vendors must offer in-store promotions to WIC customers that are offered to non-WIC customers and cannot disallow the use of in-store promotions in WIC transactions that are allowed in non-WIC transactions. Similarly, WIC-authorized vendors may not treat WIC customers differently by offering in-store promotions that are not offered to non-WIC customers. Failure to provide the same courtesies to WIC customers, as outlined above, is a violation of Federal WIC regulations, thereby constituting a vendor violation.

In-store promotions are defined collectively as incentive items, vendor discounts, and coupons. An incentive item is an item or service provided by a vendor to attract customers or encourage customer loyalty. Incentive items may include free beverages, foods, or baby products with the purchase of a certain WIC supplemental food.

A vendor discount is defined as an in-store promotion that reduces the price or increases the quantity of a given product. A vendor discount may also result from the use of a coupon. The most common types of vendor discounts* are as follows:

- 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

Cash back is not permitted as a result of vendor discounts in any WIC transaction. Also, please note that 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.

> **Example**: A WIC customer has a $.50 discount coupon for a WIC approved cereal. The cashier should ring up the WIC foods and enter that total, less the $.50, in the "Pay Exactly" box of the FI. Tax should not be charged nor change given to the WIC customer.

Value of WIC Item	Coupon Value	"Pay Exactly" Amount
$9.80	.50¢	$9.30

**Definitions for the most common vendor discounts may be found in the "Forms, Instructions and Resources" section of this manual.*

Vendor Discounts and eWIC

The USDA WIC EBT Operating Rules specify how vendors are to apply vendor discounts when processing eWIC transactions. The most frequent vendor discount encountered is the buy one, get one free (BOGO) promotion. This is a quantity discount that many vendors use statewide. In a true BOGO, the customer pays for one item and the second item is free. If this occurs when a WIC customer uses their eWIC card to transact benefits, 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 must be redeemed and deducted from the WIC customer's WIC benefits and must reflect an item price of half the advertised price in the transaction. It is very important that the disclosure be placed in all advertising relevant to the promotion. For more information regarding application of vendor discounts, review the *USDA, FNS, WIC EBT Technical Implementation Guide* at https://fns-prod.azureedge.us/sites/default/files/wic/WICEBTTechnicalImplementationGuide2018.pdf.

Vendor Monitoring

The State WIC Program is required by federal WIC regulation to monitor its vendors for compliance with WIC Program requirements. Vendors are primarily monitored for program compliance through routine monitoring and compliance investigations. The State WIC Program may also use other means to determine a vendor's compliance with Program requirements.

Routine Monitoring

Routine monitoring is overt, on-site monitoring during which program representatives identify themselves to vendor personnel. Routine monitoring is conducted by the Local WIC Program staff. The dates of monitoring visits are unannounced.

A routine monitoring visit includes, but is not limited to, the following:

- Review of infant formula invoices, receipts, copies of purchase orders, and any other proofs of purchase;
- Price checks: Verify that the current shelf prices of all WIC supplemental foods are marked on the foods or are posted on the shelf or display case at all times. Document the prices of minimum inventory items on the monitoring report;
- Treatment of WIC customers;
- Food items obtained: Determine if the vendor permits WIC customers to get non-WIC food items with WIC food benefits;
- Review of compliance with split tender requirement;
- Inventory of WIC supplemental foods: Determine if the vendor has the required minimum inventory of North Carolina approved WIC supplemental foods in the store for purchase;
- Address problems, customer service issues, comments, and questions expressed by the vendor. This is also an opportunity for the vendor to receive training;
- Quality (freshness): Verify that the WIC supplemental foods in the store for purchase are within the manufacturer's expiration date and ensure that the supplemental foods are fresh and of good quality;
- Verify that the vendor does not use the "WIC" acronym or logo in the store name, advertising, promotional literature, or on WIC supplemental food stickers, tags, or labels;

- Ensure that equipment used to transact eWIC is accessible to the WIC customer; and
- Assess compliance with eWIC minimum lane coverage requirements.

Local WIC Program staff uses a WIC Vendor Monitoring Report (DHHS 2925) located in the "Forms, Instructions, and Resources" section of this Vendor Manual to document these visits. If violations are found, the vendor must take steps to correct the violation(s), such as:

- Immediately stock in the store for purchase the required minimum inventory of WIC supplemental foods;
- Immediately remove expired WIC supplemental foods from the shelf; and
- Immediately mark the current shelf prices of all WIC supplemental foods on the foods or post the prices on the shelf or display case.

If violations are cited, the Local WIC Program will re-monitor the vendor. Failure to correct violations cited during routine monitoring visits can lead to the disqualification of the vendor from the WIC Program.

Compliance Investigations

The State WIC Program also monitors vendors by conducting compliance investigations. Compliance buys and inventory audits are the two (2) primary types of compliance investigations.

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

An inventory audit is the examination of a vendor's food invoices, receipts, copies of purchase orders, and any other proofs of purchase to determine whether a vendor has purchased sufficient quantities of supplemental foods to provide participants the quantities specified as eWIC food benefits transacted by the vendor during a given period of time. These records must be retained by the vendor for three (3) years or until any audit pertaining to these records is resolved, whichever is later. **Failure or inability to provide these records for an inventory audit or providing false records for an inventory audit carries a three-year disqualification from the WIC Program**. All purchase documentation for WIC supplemental foods must include the following: 1) the name of the seller and be prepared entirely by the seller without alteration by the vendor or on the seller's business letterhead; 2) 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 3) a description of each WIC supplemental food item purchased, including brand name, unit size, type or form, and quantity.

Vendor Claims

When the State WIC Program determines the vendor has committed a vendor violation that affects payment to the vendor, the State WIC Program will deny payment or assess a claim. The State WIC Program 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 or assessment of a claim may be based on violations detected through inventory audits, compliance buy investigations, or any other means the State WIC Program deems necessary to determine WIC Program compliance. Denial of payment by the State WIC Program or payment of a claim by the vendor for a vendor violation does not negate any other sanctions applicable to the vendor for the violation.

Example: Payment of a claim by the vendor for a vendor violation does not negate a disqualification period that is also applicable to the vendor for the violation. The vendor must pay the claim and be disqualified.

Vendors must reimburse the State WIC Program in full or agree to a repayment plan with the State WIC Program within thirty (30) days of written notification of a claim. If a vendor fails to reimburse the State WIC Program in full or agree to a repayment plan within thirty (30) days of written notification of a claim, the WIC Vendor Agreement will be terminated. Vendor claims are not subject to appeal other than the opportunity to justify or correct as permitted by 7 CFR 246.12 (k)(3). Additionally, a vendor applicant cannot be authorized if any of the vendor applicant's owners, officers, or managers 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.

Sanction System and Appeals

The NC WIC Program sanction system is predominantly a pattern-based sanction system that requires disqualification of a vendor from the WIC Program for Program violations. WIC Program violations include both federal and state-established violations.

The disqualification periods for federal violations range from one (1) year to permanent disqualification. A vendor's disqualification for federal violations may also jeopardize the vendor's SNAP authorization. The disqualification periods for state violations range from sixty (60) days to one (1) year and do not affect a vendor's SNAP authorization. Each violation has a required disqualification period for a specified number of occurrences.

Example 1: Two occurrences of vendor overcharging within a 12-month period requires a three-year disqualification.

Example 2: Three occurrences of failure to stock the required minimum inventory within a 12-month period requires a 180-day disqualification.

Please refer to the "Vendor Sanction System" on the following pages for the number of occurrences and the required disqualification period for each violation. The State WIC Program will provide the vendor written notification of an initial violation that requires a pattern of occurrences to impose a disqualification, unless the State WIC Program determines that notifying the vendor would compromise an investigation. This notice requirement does not apply to inventory audits and to violations that require disqualification after a single occurrence. A disqualified vendor can no longer accept WIC food benefits and if provided with a stand-beside device(s) to complete eWIC transactions, must return the device(s) to the eWIC contractor as soon as possible. Please refer to the Vendor Agreement of the eWIC contractor for more information.

Vendor applicants and authorized vendors may appeal certain adverse actions taken by the State WIC Program. For those adverse actions that may be appealed, the State WIC Program will provide the vendor or vendor applicant information on how to initiate an appeal in the State WIC Program's written notice of adverse action.

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 (1) occurrence 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 (1) occurrence 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 (6) 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 (2) occurrences of vendor overcharging within a 12-month period.	3 years
F.	Two (2) occurrences 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 (2) occurrences within a 12-month period of charging for supplemental food not received by the WIC customer.	3 years
H.	Two (2) occurrences 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 (3) occurrences 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 (2) occurrences 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 (3) occurrences 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 (3) occurrences within a 12-month period of requiring a cash purchase to transact WIC food benefits	1 year
D.	Three (3) occurrences 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 (3) occurrences 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 (3) occurrences 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 (3) occurrences within a 12-month period of failure to stock the minimum inventory specified in 10A NCAC 43D.0708 (17).	180 days
H.	Three (3) occurrences 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 Rule .0708.	180 days
I.	Three (3) occurrences within a 12-month period of failure to comply with minimum lane coverage criteria required by 7 CFR 246.12(z)(2) and Rule .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 (3) 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
N	Five (5) occurrences 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

Forms, Instructions, and Resources

The following section includes WIC Vendor form copies, form instructions, vendor memos, and other vendor related resources. A list of the current NC WIC Program Approved Foods and the current formula products may be obtained at your Local WIC Program or found at the Community Nutrition Services Section web site, www.ncdhhs.gov/wicvendorsconnection.

- Vendor Related Resources for eWIC
- eWIC Things to Remember for Vendors
- N.C. WIC Vendor Application (DHHS 3282) & Instructions
- WIC Vendor Agreement (DHHS 2768) & Instructions
- Terms of Vendor Agreement
- WIC Vendor Agreement for Free-standing Pharmacies (DHHS 2768P) & Instructions
- Terms of Vendor Agreement for Free-standing Pharmacies
- WIC Price List (DHHS 2766)
- WIC Price List for Free-standing Pharmacies (DHHS 2766-P)
- Above-50-Percent Vendor Self-Declaration Form
- Cost-Containment Exemption Form for Free-standing Pharmacy Vendors
- eWIC Update for Non-Corporate Vendors
- WIC Vendor Monitoring Report (DHHS 2925)
- N.C. WIC Vendor Information Update (DHHS 779) & Instructions
- WIC Vendor Management Customer Service Issues Form
- NC Approved Sources of Infant Formula, WIC-Eligible Nutritionals, and Exempt Formula
- Vendor Discounts

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

VENDOR-RELATED RESOURCES FOR eWIC

North Carolina's eWIC Processor: FIS
Retailer Helpdesk (available 24 hours a day, 7 days a week): 844-230-0836
Email Address: 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) questions/assistance
- Account changes/updates
- Balancing/Settlement/Billing questions

The North Carolina WIC Program's eWIC website:

- www.ncdhhs.gov/wicvendorsconnection

USDA, FNS WIC EBT Technical Implementation Guide
https://fns-prod.azureedge.us/sites/default/files/wic/WICEBTTechnicalImplementationGuide2018.pdf

Questions Regarding North Carolina eWIC policies and procedures?
Please email questions to NCWICVendorQuestions@dhhs.nc.gov

Visit the WIC Vendor Connection webpage at www.ncdhhs.gov/wicvendorsconnection for other North Carolina WIC Vendor Management resources.

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

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/ncwic 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.
    b. Visit our website at https://www.ncdhhs.gov/wicvendorsconnection for more details.

3. PIN locking out on the 4th try
    a. If a customer has 3 failed attempts to enter their PIN, the PIN will lock on the 4th 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

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.

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.

Vendor Number: _____

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)*

STATE WIC AGENCY USE ONLY – Application reviewed by:

Name: _____ Title: _____ Date: _____

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 wholesaler 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 referring 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 percent 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 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.

North Carolina Department of Health and Human Services
Division of Child and Family Well-Being • Community Nutrition Services Section

WIC VENDOR AGREEMENT

This agreement is between _____, hereinafter referred to as the "Vendor", and the Women, Infants and Children (WIC) Program of the _____, hereinafter referred to as the "Local WIC Agency", and the State of North Carolina Department of Health and Human Services, Division of Child and Family Well-Being, hereinafter referred to as the "State WIC Agency". This agreement will become effective on the date executed by the last signatory below and will terminate on September 30, 2024.

AUTHORIZED WIC VENDOR NUMBER

The undersigned represents that s/he has read, understands, and agrees to the Terms of this Agreement.

Signature of Owner/Officer Date

(Print) Name of Owner/Officer Title

Name of Vendor (Store)

Mailing Address – Street, P.O. Box

City State Zip Code

(Area Code) Telephone Number

_____ By initialing, I am verifying I have received and will comply with the Terms of Vendor Agreement.

The undersigned represents the Local Agency and has the authority to contract for and on behalf of said agency.

Signature of Local WIC Agency Authorized Representative/Date

(Print) Name of Local WIC Agency Authorized Representative/Title

Name of Local WIC Agency Local Agency Number

Mailing Address – Street, P.O. Box

City State Zip Code

(Area Code) Telephone Number

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, N.C. 27699-1914

The undersigned represents the State WIC Agency and has the authority to contract for and on behalf of said agency.

Signature of State WIC Agency Director Date

This institution is an equal opportunity provider

Routing: White Copy – State WIC Agency, Yellow – Local WIC Agency, Green – Vendor, Pink – Vendor (temporary)

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, 2024, 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.**
- After completion of the left side of the Agreement, the Vendor retains the Pink copy. The Vendor must submit the White, Yellow, and Green copies to the Local WIC Agency.

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 and review of the other completed sections of the Agreement, the Local WIC Agency sends all copies (White, Yellow, & Green) to the State WIC Agency.

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 White copy of Agreement is retained in the State WIC office. The Green and Yellow copies of the Agreement are returned to the Local WIC Agency*.

*The Local WIC Agency retains Yellow copy of the fully completed Agreement and returns Green copy to the vendor.

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.

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
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.

VENDOR PEER GROUPS			
PEER GROUP NUMBER	**STORE TYPE**	**LOCATION**	**DESCRIPTION**
5	Pharmacy	Statewide	Free-standing pharmacy that sells a limited variety of foods
6	Convenience Store	Statewide	Retailer with a limited assortment of grocery items
7	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
8	Independent Grocery	Urban	Retailer that primarily sells groceries with fewer than 11 store locations
9	Independent Grocery	Non-urban	Retailer that primarily sells groceries with fewer than 11 store locations
10	Regional Grocery Chain	Urban	Retailer that primarily sells groceries with at least 11 store locations and operates in 2 or more states
11	Regional Grocery Chain	Non-urban	Retailer that primarily sells groceries with at least 11 store locations and operates in 2 or more states

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.

Food Type	Type of Inventory	Required Quantities
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

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(l)(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.

WIC VENDOR AGREEMENT FOR FREE-STANDING PHARMACIES

This agreement is between _____, hereinafter referred to as the "Vendor", and the Women, Infants and Children (WIC) Program of the _____, hereinafter referred to as the "Local WIC Agency", and the State of North Carolina Department of Health and Human Services, Division of Child and Family Well-Being, hereinafter referred to as the "State WIC Agency". This agreement will become effective on the date executed by the last signatory below and will terminate on September 30, 2024.

AUTHORIZED WIC VENDOR NUMBER

The undersigned represents that s/he has read, understands, and agrees to the Terms of this Agreement.

Signature of Owner/Officer Date

(Print) Name of Owner/Officer Title

Name of Vendor (Store)

Mailing Address – Street, P.O. Box

City State Zip Code

(Area Code) Telephone Number

_____ By initialing, I am verifying I have received and will comply with the Terms of Vendor Agreement for Free-standing Pharmacies.

The undersigned represents the Local WIC Agency and has authority to contract for and on behalf of said Agency.

Signature of Local WIC Agency Authorized Representative Date

(Print) Name of Local WIC Agency Authorized Representative Title

Name of Local WIC Agency Local WIC Agency Number

Mailing Address – Street, P.O. Box

City State Zip Code

(Area Code) Telephone Number

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, N.C. 27699-1914

The undersigned represents the State WIC Agency and has authority to contract for and on behalf of said Agency.

Signature of State WIC Agency Director Date

This institution is an equal opportunity provider

Routing: White Copy – State WIC Agency, Yellow – Local WIC Agency, Green – Vendor, Pink – Vendor (temporary)

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, 2024, 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.**
- After completion of the left side of the Agreement, the Vendor retains the Pink copy. The Vendor must submit the White, Yellow, and Green copies to the Local WIC Agency.

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 and review of the other completed sections of the Agreement, the Local WIC Agency sends all copies (White, Yellow, and Green) to State WIC Agency.

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 White copy of Agreement is retained in the State office. The Green and Yellow copies of the Agreement are returned to the Local WIC Agency*.

*The Local WIC Agency retains Yellow copy of the fully completed Agreement and returns Green copy to the vendor.

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.

VENDOR PEER GROUPS			
PEER GROUP NUMBER	**STORE TYPE**	**LOCATION**	**DESCRIPTION**
5	Pharmacy	Statewide	Free-standing pharmacy that sells a limited variety of foods
6	Convenience Store	Statewide	Retailer with a limited assortment of grocery items
7	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
8	Independent Grocery	Urban	Retailer that primarily sells groceries with fewer than 11 store locations
9	Independent Grocery	Non-urban	Retailer that primarily sells groceries with fewer than 11 store locations
10	Regional Grocery Chain	Urban	Retailer that primarily sells groceries with at least 11 store locations and operates in 2 or more states
11	Regional Grocery Chain	Non-urban	Retailer that primarily sells groceries with at least 11 store locations and operates in 2 or more states

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(l)(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.

North Carolina Department of Health and Human Services
Division of Child and Family Well-Being
Community Nutrition Services Section

Local Agency Name: _____
(no abbreviations)

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 _____

( ) _____ City/State/Zip _____
Phone Number

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

Juice Brand/Flavor	Price 11.5/12oz	Price 48 oz	Price 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 Type	8 to 13 oz concentrate	33.8 oz (4 pack of 8.45 oz) ready to feed	11 to 14 oz powder
Milk-Based contract formula	.	.	.
Soy-Based contract formula	.	.	.

Routing: White Copy-State WIC Agency Yellow Copy-Local WIC Agency Pink Copy-WIC Vendor

Store Name _____ **Vendor Number** _____

Cereals

Brand/Type	oz	Price
General Mills		
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	.
Post		
Grape-Nuts	20.5	.
Grape-Nuts	29	.
Grape-Nuts Flakes	18	.
Great Grains Banana Nut Crunch	15.5	.
Shredded Wheat Honey Nut	20	.
Cream of Wheat		
Whole Grain 2 ½ Minute	18	.

Cereals

Brand/Type	oz	Price
Kellogg's		
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	.
Malt-O-Meal		
Boxes		
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	.
Bags		
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.

Routing: White Copy-State WIC Agency Yellow Copy-Local WIC Agency Pink Copy-WIC Vendor

North Carolina Department of Health and Human Services
Division of Child and Family Well-Being
Community Nutrition Services Section

Local Agency Name:_____
(no abbreviations)

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 _____

( ) _____ City/State/Zip _____
Phone Number

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:

1 **Vendor Number:** Enter authorized WIC vendor number. New applicants leave this area blank.

2 **Prices:** Provide current, **highest shelf prices** for the exempt infant formula and WIC-eligible nutritionals. List prices only for foods currently stocked or ordered withing the past 30 days.

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

Routing: White Copy – State WIC Office Yellow Copy – Local WIC Office Pink Copy – WIC Vendor

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

Local Agency Name: _____

Vendor Number: _____

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:_____

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

☐ Pre-Authorization ☐ Routine
☐ Second Pre-Authorization ☐ Follow-up
☐ Special Request

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)
[1] 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:

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

All Other Vendors

# 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)

WIC Vendor Name and Store#: _____ **Vendor Number:** _____ **Date:** _____

V. INVENTORY OF WIC APPROVED FOODS

Required Food Item, Size and Quantity[1]		Type(s)[1]		Quantity in Stock	Current Shelf Price: Price of Product	Current Shelf Price: Marked Yes/No	Shortage (Quantity and/or Type)	Valid Expiration Dates Yes/No/C	Expired Foods: Size, Type, Quantity and Expiration Dates and any Additional Comments
Fluid Milk	2 gallons	Whole fluid: gallon			•				
	6 gallons	Skim/Low Fat fluid: gallon			•				
Cheese	2 packages	1-pound package			•				
Eggs	2 dozen	Grade A Large - White			•				
Cereals	6 packages total combined	2 types, Min. size: 12-ounces (refer to UPC listing) Whole Grain Only			•				
					•				
Juices	4 containers	Single strength, 64-ounce container			•				
	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			•				
Infant Cereal	6 boxes	8-ounce box			•				
Infant Formula	8 cans	Milk-based contract formula, Powder, 11.0 to 14.0-ounces			•				
	4 cans	Soy-based contract formula, Powder, 11.0 to 14.0-ounces			•				
Infant Fruits and Vegetables	64 ounces	3.5 or 4-ounce container 1 type fruit and 1 type vegetable		oz.	•				
				oz.	•				
Tuna	6 cans	5 to 6-ounce can			•				
Rice	2 packages	14 to 16-ounce package			•				
Bread/Tortillas	2 loaves <u>or</u> 2 packages <u>OR</u> 1 loaf <u>and</u> 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 (**Excludes foods in Dried Peas and Beans category**)	10 cans total combined	2 varieties- 14 to 16 ounce can without added sugar, fats, or oils			•				
					•				

[1] 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)

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

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: *(Circle AM or PM)*

Sunday _____ AM / PM - _____ AM / PM
Monday _____ AM / PM - _____ AM / PM
Tuesday _____ AM / PM - _____ AM / PM
Wednesday _____ AM / PM - _____ AM / PM
Thursday _____ AM / PM - _____ AM / PM
Friday _____ AM / PM - _____ AM / PM
Saturday _____ 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.

Routing: White Copy (State WIC Agency) ***Yellow Copy (Local WIC Agency)***

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 the yellow copy of the completed Update form and returns the white copy 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)

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):

_____
_____
_____
_____
_____
_____
_____

SECTION II: RESOLUTION OF ISSUE(S):

_____
_____
_____
_____
_____
_____
_____
_____

WIC VENDOR MANAGEMENT
CUSTOMER SERVICE ISSUES FORM

PURPOSE	To report service issues pertaining to WIC vendor activity.
PREPARATION	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: NCWICVendorQuestions@dhhs.nc.gov.
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.

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

Effective October 2023

Complete list with addresses available online at
www.ncdhhs.gov/wicvendorsconnection

MANUFACTURERS

Abbott Laboratories
Mead Johnson Nutritionals
Nestle, Infant Nutrition
Nutricia North America
PBM Nutritionals, LLC
Perrigo
Prolacta Bioscience*

(* Per USDA, Prolacta human milk products are not WIC-eligible formulas, and therefore should not be purchased by vendors for sale to WIC participants.)

RETAILERS

CVS Pharmacies
Food Lion
Harris Teeter
Ingles
Lowes Foods
Publix
Target
Walgreens
Walmart / Sam's Club
Wegman's

WHOLESALERS

Adams Wholesale (AWC Distributions)
AmerisourceBergen
Associated Wholesale Grocers Inc.,
C & S Food
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.

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 WlC-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 l6 ounces of cereal in a box, a manufacturer may temporarily offer a bonus size l8 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.