Alabama WIC Program Vendor Procedure Handbook

Get growing with

HEALTHY FOODS
FOR A HEALTHY FUTURE

ADPH.ORG/WIC

Effective October 1, 2015 - September 30, 2017

ALABAMA DEPARTMENT OF PUBLIC HEALTH
Bureau of Family Health Services/Division of WIC
Vendor Management Branch



Dear Authorized WIC Vendor:

The purpose of the Alabama WIC Program Vendor Procedure Handbook is to help you understand program requirements. This handbook is considered part of the Alabama WIC Vendor Contract. It outlines the proper procedures for transacting and processing food instruments and cash value vouchers. Authorized WIC vendors are required to carefully read and ensure compliance with the procedures and regulations outlined in this handbook. Previous versions of the vendor handbook are obsolete.

It is the vendor's responsibility to carry out the terms of the Alabama WIC Vendor Contract, procedures in this handbook, and any policy changes implemented during the contract period. A clear understanding of these documents ensures compliance with program requirements. Noncompliance with the procedures and regulations may result in contract termination or disqualification from the program.

If you have questions about the information in the Alabama WIC Vendor Contract or the Alabama WIC Program Vendor Procedure Handbook, call the State WIC Office.

Contact information for the State WIC Office can be found in the back of this handbook.

You and your employees are an important part of the WIC program because you ensure only Alabama WIC approved foods are being purchased. Working together, the goals of the Alabama WIC Program can be met.

Sincerely, The Alabama WIC Division Vendor Management Branch



Stop

Take the time to

Obey the rules and

Please read your handbook!!

ALABAMA WIC PROGRAM VENDOR PROCEDURE HANDBOOK ALABAMA DEPARTMENT OF PUBLIC HEALTH

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INTRODUCTION TO WIC

WIC is the Special Supplemental Nutrition Program for Women, Infants, and Children funded by the United States Department of Agriculture (USDA). The mission of the WIC Program is to improve the health and nutritional status of women, infants, and children during critical times of growth and development. In Alabama, WIC services are provided in the local county health departments and administrated by the Alabama Department of Public Health and some private local agencies.

Local clinics certify individuals for participation in the WIC Program. Women applying for WIC must be either pregnant, had a baby in the past six months, or breast-feeding. Infants up to one year of age and children up to five years of age are also eligible to apply. Applicants must have proof of residency in Alabama, proof of identity, and proof of income. In addition to meeting income requirements, the participant must also have a nutritional risk, as determined by a health professional. Once certified, participants receive nutrition counseling, breastfeeding support, health care and social service referrals, and supplemental foods.

Currently, 132,000 of Alabama's women, infants, and children participate in the WIC Program resulting in over \$100,000,000 being spent at authorized WIC vendors across the state. Everyone that works for an authorized WIC vendor plays an important role in ensuring Alabama's participants receive only WIC approved foods. Foods provided by the WIC Program are good sources of nutrients. These foods include milk, eggs, cheese, fruit juice, fortified cereal, peanut butter, dried beans, peas, whole grain bread, brown rice, and fresh fruits and vegetables. Infants receive infant cereal and infant foods at the appropriate age. For infants up to one year of age who are not breastfed, iron fortified infant formula is provided.

Participants are issued food instruments and cash value vouchers. Food instruments specify the types and quantities of foods allowed for purchase. Cash value vouchers specify the dollar amount of fresh fruits and vegetables allowed for purchase. The food instruments and cash value vouchers are good for a specific 30 day period. These food instruments and cash value vouchers can <u>only</u> be redeemed at vendors authorized by the State WIC Office.



WIC APPROVED FOODS

Always refer to the Alabama WIC Approved Foods Brochure for detailed pictures.

The following is a description of Alabama WIC approved foods:

MILK – Least expensive brand available at time of purchase.

- Individuals must get the type of milk (whole, 1%, or fat free) that is listed on the food instrument.
- Individuals can select any combination of gallon or ½ gallon sizes equal to the quantity listed on the food instrument. Quarts are only allowed for buttermilk.

Lactose Free Milk –The health needs of our participants are a priority. Lactose free milk is allowed, even though it <u>will not be specified</u> on the food instrument. Calcium enriched, lactose reduced or lactose free milk is WIC approved and <u>does not</u> have to be specified on the food instrument.

WIC customers must get the <u>type</u> (whole, 1%, or fat-free) that is listed on their food instrument of calcium enriched, lactose reduced or lactose free milk. If your store does not stock the type of milk printed on the food instrument in lactose free, the WIC customer may purchase the type of lactose free milk that is available.

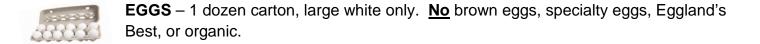
The following milk is approved but <u>must be specified</u> on the food instrument:

- Evaporated (canned milk), 12 oz. can, Carnation and Pet brands only.
- Dry milk (powdered), 9.6 oz. box.
- Ultra High Temperature, 8 oz.
- Buttermilk, 1 quart. (Least expensive brand available at the time of purchase.)

NO flavored, acidophilus treated, condensed, or organic milk is allowed.

Soy Milk – <u>Must be specified</u> on the food instrument. These brands and varieties in ½ gallon refrigerated carton: 8th Continent brand, Original or Vanilla and Silk brand Original only.

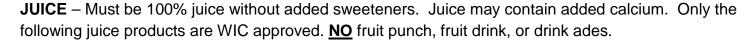
(No chocolate, complete, DHA omega-3, fat free, light, or organic. **No** quarts or twin packs.)





CHEESE – Least expensive brand available at the time of purchase of any of the following: Cheddar, Colby, Monterey Jack, Mozzarella, Processed American, and Swiss.

- WIC customers must purchase cheese in a 16 oz. package. The WIC customer <u>is not</u> allowed to purchase two 8 oz. packages.
- Cheese may be low fat, low cholesterol, low sodium, sliced, hoop or block. Individually wrapped slices are allowed as long as they meet WIC approved criteria. For example, the slices cannot be "cheese food".
- <u>NO</u> cheese food, spread, product, or imitation. <u>NO</u> string, shredded, mixes, cubes, sticks, or cheese from a deli. <u>NO</u> peppers or other added ingredients allowed.



11.5 – 12 oz. frozen concentrate: Dole Pineapple, Seneca Apple, Welch's Grape and White Grape, Old Orchard – all flavors (green lid only). Any brand of orange juice.

48 oz. containers: Lucky Leaf Apple, Seneca Apple, Juicy Juice – all flavors, Northland Cranberry. Any 48 oz. orange, grapefruit, or orange grapefruit.

64 oz. containers: Libby's Pineapple Juice, Juicy Juice – all flavors, Lucky Leaf Apple, Northland Cranberry Juice Blends – all flavors, Seneca Apple, Welch's Grape, White Grape, and Red Grape, White House Apple. Any 64 oz. brand orange juice.

64 oz. refrigerated container – 100% orange juice only, in plastic jug or carton.



CEREAL – The total ounces of cereal authorized will be specified on the food instrument. Individuals may select any combination of cereals <u>less than or equal to</u> the amount specified. Only the following cereal brands are WIC approved:

14 to 36 oz. Boxes or Bags Only		
Kellogg's Corn Flakes Kellogg's Frosted Mini Wheats Originals Kellogg's Rice Krispies Kellogg's Special K Original	Malt O Meal Strawberry Cream Mini Spooners Malt O Meal Mom's Best Naturals Quick Oats Malt O Meal Mom's Best Naturals Old Fashioned Oats	
General Mills Cheerios General Mills Multi-Grain Cheerios General Mills Corn Chex General Mills Kix General Mills Dora the Explorer	Post Great Grains Banana Nut Crunch Post Honey Bunches of Oats Crunchy Honey Roasted Post Honey Bunches of Oats Whole Grain Vanilla Bunches Post Honey Bunches of Oats with Crispy Almonds Quaker Instant Grits Original	

PEANUT BUTTER – Any brand 16-18 oz. May be chunky, creamy, crunchy, or low sodium. **NO** whipped, spreads, reduced fat, omega-3, organic, combinations with jelly, honey, etc.

DRIED BEANS OR PEAS – 16 oz. bag, any brand. **NO** added flavorings.

WHOLE GRAINS

WHOLE WHEAT and WHOLE GRAIN BREADS – Only 16 oz. packages of the following brands are WIC approved:

Bimbo 100% Whole Wheat Sara Lee Classic 100% Whole Wheat

Roman Meal Sungrain 100% Whole Wonder 100% Whole Wheat

Wheat

Pepperidge Farm Stone Ground100%
Nature's Own 100% Whole Grain Whole Wheat

Nature's Own 100% Whole Wheat w/

Honey

WHOLE WHEAT TORTILLAS – Only 16 oz. package of the following brands are WIC approved: Celia's, Don Pancho, Mission, La Banderita, MiCasa.

CORN TORTILLAS – <u>Only 16 oz. package</u> of the following brands are WIC approved: Celia's, Don Pancho, Mission, La Banderita, La Burrita.

BROWN RICE – 14 oz. - 16 oz. bag or box. Any brand regular, instant, or boil-in-bag. **NO** seasoned, white, frozen, gourmet blends, or organic.

INFANT FORMULA – Only allow the purchase of the formula listed on the food instrument. The WIC food instrument lists the brand, size, form (Powder, Concentrate, and Ready to Feed), and quantity to purchase. **No substitutions allowed. See page 13 for additional information regarding infant formula.**

DRY INFANT CEREAL – 8 oz. container, Gerber or Beech-Nut. **NO** organic, DHA, fruit, or other additives.

• Barley, Oatmeal, Rice, Multigrain, and Whole Wheat.

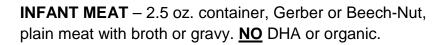
INFANT FRUITS AND VEGETABLES – Any 2nd stage, <u>single ingredient</u> only, in these sizes and brands:

- 4 oz. jar: Beech-Nut Classics
- 2-pack of 4 oz. (Net 8 oz Package) : Gerber

NO added sugars, starches, salt (sodium), DHA, or organic.









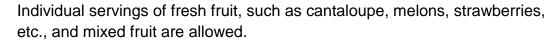


CANNED TUNA – 5 oz. can. Any brand, light, chunk style, packed in water. **NO** smoked, other flavorings, diet, or solid white.



CANNED SALMON – 14.75 oz. can. Any brand pink salmon. **NO** red or sockeye.

FRESH FRUITS AND VEGETABLES – Any variety of fresh fruits and vegetables - whole or cut. Organic fresh fruits and vegetables <u>are allowed</u>.





Items <u>Not</u> Allowed for purchase with the Cash Value Voucher:

- Canned, frozen, or dried fruits and vegetables.
- Edible blossoms or flowers (Broccoli, cauliflower, and artichokes are allowed.)
- Herbs and spices.
- Items for purchase on a salad bar.
- Ornamental and decorative fruits and vegetables such as chili peppers on a string, gourds, or painted pumpkins.
- Bagged lettuce/salad greens with dressing and/or croutons.
- Fruit baskets or party trays.
- Nuts, including peanuts.
- No fruit/nut/grain mixtures.

CASHIER BASICS



ALABAMA WIC IDENTIFICATION FOLDER

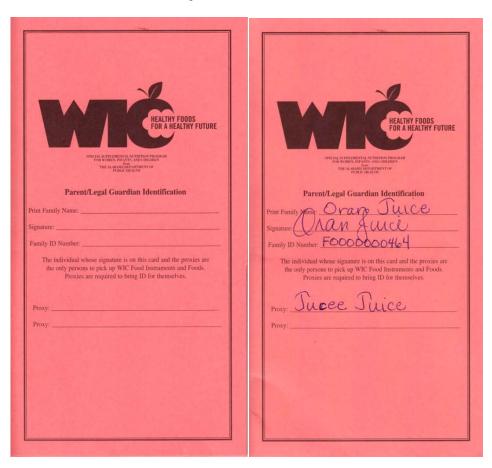
Each Alabama WIC Participant receives a WIC Identification (ID) Folder that must be presented prior to completing all WIC transactions. The Alabama WIC ID Folder is an orange tri-fold document with the name and signature of one of the following; Parent or Legal Guardian. In addition, there <u>could be</u> up to two proxies names printed on the WIC ID Folder. Proxies are individuals authorized to redeem food instruments and cash value vouchers on behalf of the Participant. Not all Participants have proxies.

Cashiers <u>must</u> request the WIC ID Folder prior to beginning a WIC transaction. If the individual cannot present the WIC ID Folder the cashier <u>should not</u> complete the transaction.

After the signature is obtained on the food instrument or cash value voucher the cashier will compare the signature for the Parent/Legal Guardian as their signature is on the signature line. The Parent/Legal Guardian is not required to show additional forms of identification as their name is on the signature line.

Proxies can be asked to show an additional form of personal identification as their signature is not available for comparison on the WIC ID Folder. The identification does not have to contain a picture but it must contain a signature for comparison. The name of the person presenting as a proxy must be printed on the WIC ID Folder.

Sample WIC ID Folder



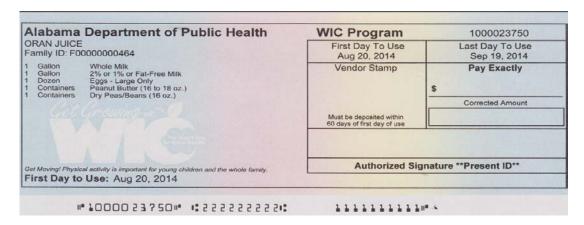
FOOD INSTRUMENTS

WIC food instruments are similar to other negotiable checks and if not transacted properly will be rejected by the WIC contract bank. Food instruments must be deposited in the bank for the vendor to receive reimbursement.

There are two types of food instruments:

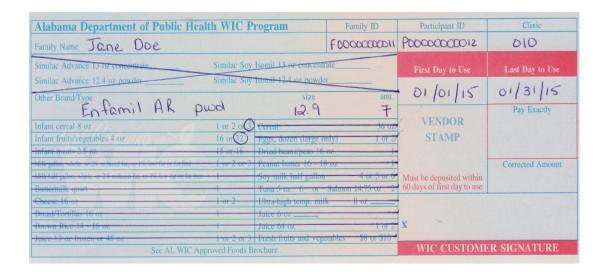
Computer Generated

- Computer generated food instruments will have all the information printed and will not include handwritten information.
- The majority of food instruments will be computer generated.



Manual

- Manual food instruments are preprinted documents issued at the local clinic and contain some handwritten information.
- Manual food instruments are issued when the computer is not operational.

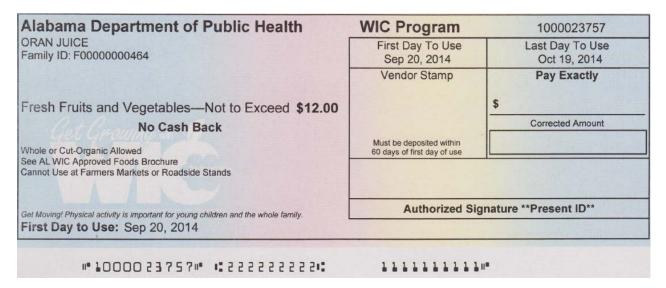


CASH VALUE VOUCHERS

The cash value voucher is similar to the WIC food instrument and should be transacted the same way. Unlike the food instrument, cash value vouchers have a set dollar amount and only <u>fresh</u> fruits and vegetables can be purchased. There are two types of cash value vouchers.

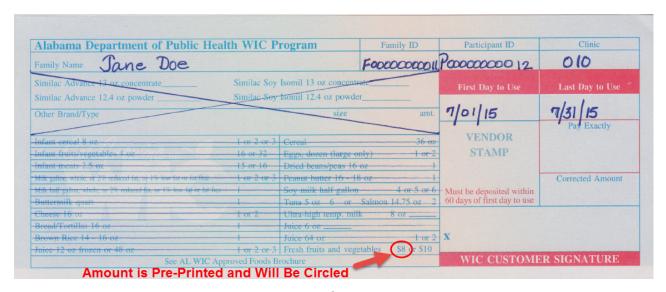
Computer Generated

- Computer generated cash value vouchers will have all the information printed on them, including the dollar amount of fresh fruits and vegetables authorized for purchase. The computer generated cash value voucher will not contain handwritten information.
- The majority of cash value vouchers will be computer generated.



Manual

• The manual cash value voucher is not a separate document, but is shown at the bottom of the manual food instrument. The dollar amount of fresh fruits and vegetables allowed for purchase is pre-printed and will be circled.



ACCEPTING WIC FOOD INSTRUMENTS

Checking out a WIC customer requires a little more time and attention. Cashiers must always treat WIC customers with the same courtesy and respect as all other customers.

When a WIC customer redeems a food instrument, the following must take place:

1. The customer presents the food instrument to the cashier.

See example of a food instrument on page 8.

If the WIC customer is using more than one food instrument, each food instrument is treated as a <u>separate transaction</u>.

2. The cashier must check the WIC customer's WIC ID Folder at the beginning of the WIC transaction and retain the ID folder for signature comparison at the end of the transaction. See example of the ID folder on page 7. The cashier cannot continue with the transaction if the WIC customer does not have the WIC ID Folder.

Compare the name on the WIC ID Folder with the name on the food instrument. The name at the top of the food instrument is the WIC Family Name and must be on the WIC ID Folder.

WIC transactions cannot be completed without the WIC ID Folder.

3. The cashier must check the "First Day to Use" and "Last Day to Use" dates on the food instrument to be certain that the food instrument is being redeemed on or between these dates.

NEVER accept food instruments <u>prior to</u> the first date to use or <u>past</u> the last date to use. **NEVER** accept food instruments if dates are altered.

- 4. The cashier must verify that the customer is only receiving the Alabama WIC approved foods specified on the food instrument. See the Alabama WIC Approved Foods Brochure for a complete listing of approved foods.
- 5. Do not charge the WIC Program for items not received.

WIC customers may buy less than the amount indicated on the food instrument but they cannot go over the maximum quantity listed on the food instrument.

If the WIC customer chooses not to purchase an item specified on the food instrument, draw a line through the item. Do not charge the WIC Program for the unwanted item. Food instruments for infant formula are the exception. On a food instrument for infant formula, the WIC customer <u>must</u> get the total number of containers listed. See page 13 for more information on infant formula.

6. Always enter the total amount of purchase prior to obtaining the customer's signature.

The cashier must enter the total retail cost of the WIC foods received by the WIC customer in the "Pay Exactly" block on the food instrument. Tax is not charged on a WIC transaction.

Any amount charged to the WIC Program for authorized supplemental foods that is more than the price submitted on the vendor's price survey is a vendor overcharge and a claim will be made for the overage. See Administrative Responsibilities Section for additional information.

If the cashier makes a mistake entering the "Pay Exactly" amount, a correction is made by drawing one line through the incorrect amount. Enter the correct amount, in the corrected amount box. Make the correction before obtaining the WIC customer's signature.

Only one correction is allowed. Do not write anything at the bottom of the food instrument.

7. The cashier will end the transaction by obtaining the Parent/Legal Guardian or proxy's signature. The "Pay Exactly" amount <u>must</u> be entered **before** obtaining the WIC customer's signature. Asking the WIC customer to sign prior to entering the "Pay Exactly" amount is a violation of the Alabama WIC Program.

Failure to obtain the WIC customer's signature will result in lost revenue for your store.

Food instruments can only be signed using blue or black ink.

Those who are unable to write should be asked to make their "mark" in the authorized signature block. The cashier must write "witnessed by" and initial beside the mark.

NOTE: If the WIC customer has signed the food instrument before presenting it to the cashier, instruct them to return to their local WIC clinic.

8. Signature Comparison – The signature on the food instrument must be compared to the signature on the WIC ID Folder.

A proxy can be asked to show additional identification; however, for the Parent/Legal Guardian, the WIC ID Folder is all that is needed because their signature is available for comparison. The proxy name must be printed on the WIC ID Folder or the transaction cannot be completed.

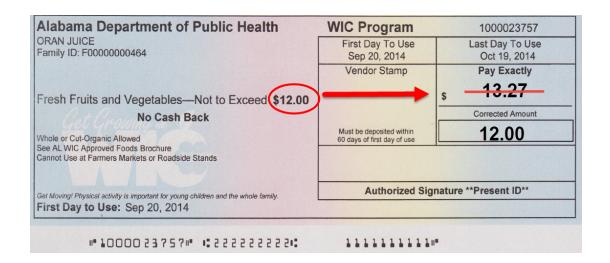
9. Provide the WIC customer with their receipt.

ACCEPTING CASH VALUE VOUCHERS

Cash value vouchers can only be used at authorized WIC vendors. They cannot be used at Farmers Markets or roadside stands.

To process a cash value voucher the cashier will follow the same steps as the WIC Food Instrument except for the following:

- **1.** Cash value vouchers may only be used for the purchase of Alabama WIC approved <u>fresh</u> fruits and vegetables.
- **2.** Cash value vouchers have a set "Not to Exceed" dollar amount.
 - If the total price of Alabama WIC approved fresh fruits and vegetables selected by the WIC customer is <u>less than</u> the dollar amount of the cash value voucher, the cashier will enter the lower price in the "Pay Exactly" block on the voucher. <u>No</u> change is given to the WIC customer.
 - If the total price of the Alabama WIC approved fresh fruits and vegetables selected by the WIC customer is <u>more than</u> the "Not to Exceed "dollar amount printed on the voucher, the WIC customer can choose to pay the difference with cash or another form of payment.
 - If the WIC customer pays with SNAP benefits, no tax is charged on the overage. If the WIC customer pays with credit, debit, or cash, then tax is charged on the overage.
 - An amount that is **more than** the voucher "Not to Exceed" dollar amount should **never** be entered in the "Pay Exactly" block. The bank will reject the voucher if the "Pay Exactly" amount is more than the voucher "Not to Exceed" dollar amount.



INFANT FORMULA

The Alabama WIC Program promotes breastfeeding, but in cases where breastfeeding is not the option chosen, iron fortified infant formula is provided. The quantity, formula name, size, and type (Powder, Concentrate, and Ready to Feed) will be specified on the WIC food instrument.

At the request of a health care provider, specialized formula is available through the WIC Program. The State of Alabama does not require vendors to stock all special formulas; however, at times the local clinic or a WIC customer may request you, as a vendor, to stock a special formula.

Alabama authorized WIC vendors and vendors applying for WIC authorization <u>must</u> purchase infant formula from a list of approved sources maintained by the State WIC Office. The list will be updated periodically and is available on the Alabama Department of Public Health website: <u>www.adph.org</u> in the WIC section, click on Vendor Management and then select Wholesalers-Distributors, Manufacturers, and Retailers Authorized to Sell in Alabama.

Vendors must adhere to the following procedures regarding infant formula:

- Train all cashiers to compare the formula specified on the WIC food instrument with the formula the WIC customer has selected for purchase. Allowing the WIC customer to purchase formula other than that specified on the food instrument will result in lost revenue.
- NO substitutions are allowed.

WIC customers <u>cannot</u> substitute another brand of formula if the brand specified on the food instrument is out of stock.

WIC customers <u>cannot</u> substitute another container size or type of formula. For example, if the food instrument specifies 13 oz. can of concentrated formula, it <u>cannot</u> be substituted for a 12.9 oz. can of powder formula.

• Formula food instruments cannot be partially filled. If your formula inventory does not allow you to fill a formula food instrument completely do not attempt to fill the food instrument.

Rain checks and IOUs are not allowed and must never be provided.

- <u>NEVER</u> allow a WIC customer to purchase a formula other than the brand, container size, or type of formula specified on the food instrument. Customers attempting to do so should be reported to the local clinic or State WIC Office.
- <u>NEVER</u> allow a WIC customer to exchange formula for another type of formula or for cash. If a
 cashier allows a WIC customer to purchase an incorrect formula and the WIC customer
 attempts to return the incorrect formula to the store they must be instructed to return to the
 local clinic.

LEAST EXPENSIVE BRAND

The Alabama WIC Program requires participants to purchase the **least expensive brand** available on the shelf <u>at the time of purchase</u> for milk and cheese. Vendors <u>cannot</u> require the participant to purchase the least expensive brand available of any other WIC food item.

If the store brand is the least expensive brand but it is not available; the participant <u>must be allowed</u> to purchase the <u>next</u> least expensive brand available on the shelf at the time of purchase.

Milk Example

When a WIC customer's food instrument specifies one quart of buttermilk they must select the Least Expensive Brand on the shelf at the time of the purchase.



Cheese Example

WIC customers can select the least expensive brand on the shelf at the time of purchase of their choice of any of the following Alabama WIC approved cheeses: Cheddar, Colby, Monterey Jack, Mozzarella, Processed American, and Swiss. 16 oz. package only. Cheese may be low fat, low cholesterol, low sodium, sliced, hoop or block.

MANUFACTURER AND STORE PROMOTIONS

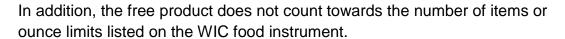
WIC customers must be allowed to participate in manufacturer and store promotions.

Vendors are <u>not allowed</u> to offer incentives, promotional items or services specifically for WIC customers or to encourage WIC participants to shop in a particular store. Grocery delivery and customer transportation are not allowed.

The following are examples of promotions and specials that WIC customers are allowed to participate in:

Buy One Get One Free Promotions

If an item is buy one get one free, one item must qualify for WIC, but the free item does not have to be a WIC approved item.





Buy One Get One At a Reduced Price Promotions

If an item is buy one get one at a reduced price, BOTH items have to be WIC approved and count toward the number of items or ounce limits listed on the WIC food instrument. The WIC Program is charged full price for the first item and the reduced price for the second item.

Manufacturer or Store Coupons

Manufacturer's coupons are deducted from the total WIC purchase and the discounted total is entered in the "Pay Exactly" block.

The extra food items obtained from coupons **do not** count toward the number of food items or the ounce limits specified on the food instrument or the dollar amount specified on the cash value voucher. Tax on the coupon amount **only** may be added to the discounted total.



Store Savings Cards or Customer Reward Cards

WIC customers are allowed to utilize store saving and customer reward cards used by regular customers.

NOTE: Contact store management if you have cash register programming issues relating to store promotions. The State WIC Office cannot instruct store employees on how to program cash register systems.

RETURNS and EXCHANGES

Store employees should <u>never</u> provide WIC customers with refunds or gift cards. WIC customers can only exchange items purchased with WIC food instruments/cash value vouchers if the item is defective, spoiled, or outside the sell/use date.

LOST WIC ID FOLDER

If a WIC ID Folder is found, store personnel should turn in the lost WIC ID Folder to the manager on duty. The manager should keep the WIC ID Folder in a secure place, and make key personnel aware of its location.

If the WIC customer returns to the store to claim a lost WIC ID Folder, store management may return the WIC ID Folder once they have verified the name. In some instances, the WIC customer may not have a picture ID.

If the ID folder is unclaimed after 48 hours, store management is responsible for returning the ID folder to the local WIC clinic.

Lost ID folders may have unspent food instruments and/or cash value vouchers stored in them. Unused food instruments and cash value vouchers should be returned along with the WIC ID Folder.

Store personnel should never contact WIC customers directly. If store personnel have any questions about returning lost WIC ID Folders, they should contact the State WIC Office.

PAYMENT PROCESSING



VENDOR PAYMENT

A vendor applicant cannot transact WIC food instruments and cash value vouchers until all preauthorization procedures are completed and the vendor is authorized. This includes a preauthorization site visit, completion of training, and receipt of signed contracts. The State WIC Office notifies vendors when the vendor is authorized to accept food instruments and cash value vouchers.

The Department will make payment to authorized WIC vendors upon receipt of validly transacted and redeemed WIC food instruments and cash value vouchers.

The Alabama WIC Program will not reimburse an out of state vendor for redeemed food instruments and cash value vouchers unless the vendor is authorized by the Alabama WIC Program.

The Department shall deny payment, either partially or fully, to a Vendor for improperly transacted or redeemed WIC food instruments and cash value vouchers. The Department may establish a claim for payments already made on improperly transacted WIC food instruments and cash value vouchers or may offset future payments for the claim. The Department will provide the Vendor with an opportunity to justify or correct a claim.

Each authorized WIC vendor is issued their own unique vendor ID number by the State WIC Office. In order to be processed for payment, the food instrument and cash value voucher must have the vendor ID number stamped in the block marked "Vendor Stamp". The vendor ID number is not transferrable and must only be used for WIC food instruments and cash value vouchers redeemed at the location listed in the Alabama WIC Vendor Contract. If the store is sold the new owner must complete the application process and if approved will be issued a new vendor ID number. Vendors who violate this will be subject to applicable sanctions.

Food Instruments and cash value vouchers are handled the same as a check. The vendor must deposit, and the contract bank must receive all food instruments or cash value vouchers no more than <u>60 days</u> from the "First Day to Use" date. The Department shall have no obligation to pay any WIC checks submitted outside of this timeframe.

The WIC banking contractor reviews food instruments and cash value vouchers for errors. If an error is detected the food instrument or cash value voucher will be returned to the bank of first deposit.

Having store personnel review food instruments and cash value vouchers for errors **prior** to deposit can help prevent loss of payment and return check fees. When store personnel identify cashier errors it is important to conduct follow up training with all store personnel involved in the transaction. This is imperative to prevent future occurrences.

Many financial institutions charge their customers for items that are returned. Banking fees incurred by a vendor, be it a Department or vendor error, <u>will not</u> be reimbursed by the Alabama WIC Program. Vendors cannot recover bank charges from the Alabama WIC Program, WIC participants, or proxies.

PAYMENT PROCESSING:

WIC VENDOR STAMP

- Each authorized WIC vendor is issued their own unique vendor ID number by the State WIC
 Office. In order to be processed for payment, the food instrument and cash value voucher
 must have the vendor ID number stamped in the block marked "Vendor Stamp". The Alabama
 WIC Program's banking contractor will not honor food instruments or cash value vouchers that
 are missing the vendor stamp.
- Make sure the Vendor Stamp is stamped in the appropriate block using <u>black ink</u> and is <u>legible</u>. The use of gel/invisible ink is not allowed. If gel/invisible ink is used the food instrument/cash value voucher will reject.
- <u>Always</u> ensure the vendor number is legible. Food instruments and cash value vouchers are not negotiable unless the vendor number is stamped in the space provided and legible.

Vendors must ensure the vendor stamp is used only for the purpose and in the manner authorized by the Alabama WIC Vendor Contract. The vendor assumes full responsibility for any unauthorized use of the vendor stamp. "Loaning" the vendor stamp to other stores or using the vendor stamp to validate food instruments or cash value vouchers accepted at another store is a violation that will result in disqualification from the Alabama WIC Program. Vendors are encouraged to keep the stamp in a secure place to avoid fraudulent use.

- <u>Stamp Maintenance</u>: Regular cleaning of the rubber element with alcohol and a cotton swab will provide a clearer stamp on the food instruments and cash value vouchers. Ink for self-inking stamps can be purchased at a local office supply store.
- <u>Replacement Stamps</u>: If your vendor stamp is lost, damaged, or badly worn, you can request a replacement by submitting a Replacement Stamp Request Form to the State WIC Office. The form is available on our website: <u>www.adph.org/WIC</u>. Allow a <u>minimum</u> of 14 days to receive a replacement stamp.

SIGNATURE

The food instrument or cash value voucher must be signed by the Parent/Legal Guardian or proxy after the total retail cost is entered in the "Pay Exactly" block. Food instruments and cash value vouchers can only be signed using blue or black ink.

If a cashier fails to obtain the signature at the time of the transaction, it is **FRAUD** to sign the food instrument or cash value voucher and submit it for payment.

TIMEFRAME

The vendor must deposit, and the contract bank must receive all food instruments or cash value vouchers no more than <u>60 days</u> from the "First Day to Use" date.

NON-PAYMENT OF WIC FOOD INSTRUMENTS AND CASH VALUE VOUCHERS

WIC Banking Contractor: The WIC Program's banking contractor will return improperly transacted food instruments and cash value vouchers to the bank of first deposit. When a WIC food instrument or cash value voucher is returned to the vendor, it will have at least one error stamped on it. There are two categories of rejected food instruments and cash value vouchers; Non - Fatal Errors "REDEPOSIT POSSIBLE" and Fatal Errors "DO NOT REDEPOSIT."

Non Fatal Errors may be corrected on the first rejection and re-deposited by the vendor. If a food instrument or cash value voucher is returned for a non fatal error, it may be corrected and re-deposited in the vendor's bank within 60 days of the "First Day to Use" date.

Fatal Errors cannot be re-deposited. The only appealable fatal error is Amount Over Maximum. See the Appeal for Payment section on page 21 for additional information.

NON FATAL ERRORS REDEPOSIT POSSIBLE

UNPAID CORRECT & REDEPOSIT

If a food instrument or cash value voucher is returned for the following reason, it may be corrected and re-deposited in the vendor's bank within 60 days of the "First Day to Use" date to receive payment:

• **Vendor Stamp Missing or Illegible**: Vendor stamp was not legible or was missing. If food instruments or cash value vouchers are returned for this reason, stamp the food instrument or cash value voucher and re-deposit within 60 days from the "First Day to Use" date.

If the number does not appear legible (clear) or a number did not come through, take a black pen and trace over the illegible information to ensure the vendor number can be read prior to re-depositing.

FATAL ERRORS DO NOT REDEPOSIT

UNPAID DO NOT REDEPOSIT If a food instrument or cash value voucher is returned for one of the following reasons, the food instrument or cash value voucher cannot be re-deposited:

- Amount Over Maximum: Each food instrument and cash value voucher has a maximum
 dollar value that will be paid by the WIC contract bank. If the amount entered in the "Pay
 Exactly" block exceeds the maximum amount allowed, the food instrument or cash value
 voucher will be rejected.
- Redeemed Prior to the First Day to Use: The food instrument or cash value voucher was accepted prior to the "First Day to Use" date.
- Stale Dated (Deposited Too Late): Deposit was made over 60 days from the "First Day to Use" date on the food instrument or cash value voucher.
- **Signature Missing**: Parent/Legal Guardian or proxy's signature was not in the signature block at time of deposit.
- Altered: Changes or writing appears on food instrument or cash value voucher. (Exception is drawing a line through items not received by the participant or correcting a "Pay Exactly" amount.)
- Invalid Vendor: Vendor number is not on file as an authorized Alabama WIC vendor.

ENCODING ERROR

<u>DO NOT</u> submit Food Instruments or Cash Value Vouchers for Appeal if they are returned by the bank of first deposit as an "<u>Encoding Error</u>".

As the depositor follow these steps to correct the encoding error:

- 1. Find the original deposit showing the correct amount.
- 2. Take the food instrument or cash value voucher to the Bank of First Deposit as they are responsible for reversing the charges, correcting the amount, and resubmitting the food instrument or cash value voucher for processing.
- 3. Redeposit must be made within 60 days of the "First Day to Use" date.

REMINDERS:

- Ensure cashiers are properly trained.
- Review food instruments and cash value vouchers <u>before depositing</u> to ensure the vendor stamp is legible.
- Vendors who continually present improperly processed food instruments and cash value vouchers will be issued the applicable sanction. The sanction schedule is part of the WIC Compliance Section of this handbook and the Alabama WIC Vendor Contract.

APPEAL FOR PAYMENT

Appeals for payment will only be considered for food instruments or cash value vouchers that are rejected for Amount Over Maximum.

Alabama WIC Program Appeal Request Form

All requests must be made in writing using the Alabama WIC Program Appeal Request Form. The form is available on our website: www.adph.org/WIC.

The form must be completed in its entirety and submitted to the Department within 90 days of the "First Day to Use" date printed on the food instrument or cash value voucher.

This includes providing the following information in the appropriate space:

- A detailed explanation of how the error occurred.
- The steps that have been taken to prevent the error from occurring in the future.

The following documents must be submitted with the appeal form:

- Copy of the Food Instrument or Cash Value Voucher A copy of <u>each food instrument or cash value voucher</u> from the bank of first deposit showing the rejection stamp.
- Copy of the Receipt or Journal Transaction A copy of the receipt or journal transaction must be included with the appeal form <u>for each</u> food instrument or cash value voucher.

Appeal Approval/Denial

Submitting an appeal request form does <u>not guarantee</u> approval of payment. Consideration will be given to the documentation submitted.

Incomplete appeal request forms or appeals that do not include the food instrument/cash value voucher and/or the receipt/journal transaction will be returned unprocessed.

If the appeal is approved, the WIC Program will: Send a check for full or partial payment to the vendor.

If the appeal is denied, the WIC Program will: Return the appeal request form with the denial reason indicated.

Processing of appeal forms can take four to six weeks.

Inquiries Regarding Appeals

Telephone requests for appeal will not be accepted; however, telephone requests for general information are welcomed. Remember, it is good business practice to keep a copy of all items being mailed, including the front and back of the food instrument(s) or cash value voucher(s).

Administrative Responsibilities



VENDOR CONTRACT

- The Alabama WIC Vendor Contract is a legal, binding agreement between the Vendor and the Alabama Department of Public Health. It is <u>imperative</u> that as an authorized WIC vendor you carefully review your contract and are familiar with its content.
- The Alabama WIC Program is a federally funded program that is governed by United States Department of Agriculture (USDA) Federal Regulations and state requirements. Authorized vendors are required to adhere to all rules, policies, and procedures of the Alabama WIC Program.
- Authorized WIC vendors will be notified in writing of any program changes that occur during the contract period.

MINIMUM STOCK REQUIREMENTS

 Authorized WIC vendors must maintain the minimum stock of WIC approved foods at all times, regardless of the number of WIC transactions at any given time. A complete list of the Minimum Stock Requirements can be found at the end of this handbook.

These requirements allow for a WIC participant to fill a food instrument/cash value voucher and not deplete inventory should another participant present the same type food instrument/cash value voucher. Failure to maintain minimum quantities will result in termination of the Alabama WIC Vendor Contract.

- If at any time a WIC representative determines the vendor does not meet the Minimum Stock Requirements, the vendor will be required to show official documentation that the item is on order and scheduled for delivery. Failure to have such documentation on hand or provide documentation within 24 hours of the request will result in termination of the Alabama WIC Vendor Contract.
- Food items must be within the manufacturer's product eligibility dates to count towards the minimum stock requirement. Expired food items will not count towards the minimum stock requirement.

PRICE SURVEY REQUIREMENTS

- The Alabama WIC Program is federally required to collect <u>shelf prices</u> of authorized vendors. This requirement is met through the submission of a price survey. The State WIC Office mails price surveys to each authorized WIC vendor, twice a year, with the due date specified.
- If the price surveys are not returned by the due date, a fine will be imposed.

- Data provided on the price survey is used to to calculate price maximums for WIC approved food items and evaluate cost competiveness among vendors.
- Shelf price <u>increases</u> of <u>more than</u> 10 cents from the latest price survey on WIC approved food items (excluding eggs), should be reported immediately in writing, using the WIC Vendor Price Increase Request Form available on our website: <u>www.adph.org/WIC</u>.
 Vendors are not required to submit price increases for eggs due to the weekly fluctuation in egg prices. Vendors are required to notify the State WIC Office if eggs rise significantly due to unforeseen events such as the Avian Bird Flu outbreak of 2015.

TIPS for Completing the Price Survey

- Fill out the price survey accurately and completely, following all directions carefully.
- Do not report sale prices. If an item is on sale report the store's regular (non-sale) price.
- If you do not stock the item or size listed put N/A.
- Report prices only for the sizes indicated on the survey.
- Never estimate or project prices.
- Review for accuracy and ensure the information provided is legible prior to submission.

COMPETITIVE PRICE CRITERIA

As established by USDA Federal Regulations, the state agency must use cost containment criteria in evaluating the prices charged for supplemental foods. The vendors selected to participate in the WIC Program will be those that offer the most competitive prices. Since food costs have a major impact on the number of women, infants, and children served, these measures enable the largest number possible to benefit from this valuable program.

All authorized WIC vendors are placed into a specified peer group based on store type and number of cash registers. A maximum allowable reimbursement level is set for each WIC approved food item. The competitive price determination for individual food items will be computed by peer group using the most recent shelf prices submitted by authorized vendors. The competitive pricing structure for the Alabama WIC Program establishes four peer groups:

Peer Group	Description
1	Type 1: Chain store with own wholesaler
2	Type 2: Major Independent - 5 or more cash registers
3	Type 3: Minor Independent - 3 to 4 cash registers
4	Type 4: Small – 1 to 2 cash registers

VENDOR STATUS CHANGES

Changes in Ownership, Store Closing, and Termination of Contract

 The vendor must notify the State WIC Office, in writing, at least 15 days prior to any changes in information including, but not limited to, name of store, ownership, management, business structure, or store closing. Written notification must include the effective date of change or store closure.

In the event that ownership changes, the WIC contract <u>is no longer</u> valid. The State WIC Office <u>must be</u> notified, in writing, 15 days before the store is sold. Vendor contracts <u>are not</u> transferable. If the new owner wishes to become an authorized WIC vendor, they must submit an Alabama WIC Vendor Application.

Once the State WIC Office is notified of the change in ownership, you will receive written notification on depositing your final food instruments and cash value vouchers. You will also receive instructions on returning the vendor stamp to the State WIC Office.

Should the Alabama WIC Program discover that a change in ownership has already occurred, the vendor authorization number will be immediately terminated. All food instruments/cash value vouchers submitted for payment will be <u>returned unpaid</u>.

 Vendors may voluntarily end their Alabama WIC Vendor Contract by notifying the State WIC Office in writing at least 30 days prior to the effective date. Upon receipt of such notice, you will be sent written notification on depositing your final food instruments and cash value vouchers. You will also receive instructions on returning the vendor stamp to the State WIC Office.

Upon the effective date of store closing, the vendor contract and vendor stamp number provided to the store will be terminated. Any food instruments/cash value vouchers submitted for payment after the effective date will be <u>returned unpaid</u>. If, for any reason, there is a change in the effective date, written notification must be provided to the State WIC Office.

NOTE: If a store name change occurs, but ownership remains the same, the State WIC Office must be notified, in writing, of the change; however, a new vendor contract is not required.

Changes in Store Location

 Vendors must notify the State WIC Office, in writing, at least 15 days prior to any changes in location. Each store is authorized based on the ownership and street address that exists at the time of authorization; therefore, the WIC Vendor Contract is <u>not transferable</u> to another location.

If the change in location is five miles or more from the original store site, the vendor must submit an updated application and sign a new Alabama WIC Vendor Contract.

If the change in location is less than five miles from the original store location, the vendor must only submit an updated application. A new Alabama WIC Vendor Contract is not required.

Regardless of the distance, a site visit will be conducted by the State WIC Office to ensure the store continues to meet the WIC Program Criteria for Participation.

Temporary Closure Due to Natural Disaster

Vendors shall notify the State WIC Office of any situation that occurs which negatively
impacts participants' access to shop at an authorized store location, including but not
limited to, natural disasters, fire, or any other adverse action which significantly reduces the
store's normal operating hours.

Under no circumstances shall a store accept WIC food instruments or cash value vouchers while its status is considered "temporarily closed".

For emergency situations outlined above, vendors must send written notice within 72 hours of the qualifying event, through one of the following methods:

Facsimile Transmission: Attn: Vendor Management Branch 334-206-2914

or

U.S. Mail: Alabama Department of Public Health

Bureau of Family Health Services – WIC Division

The RSA Tower – Suite 1300

P.O. Box 303017

Montgomery, AL 36130-3017

Telephone notification to 334-206-5673 or 1-888-942-4673 may be made as a last resort, if none of the other means are practical.

In the written notice sent to the State WIC Office, the vendor must include the following information:

Name of the store;

Name of the contact person, store's WIC vendor number; active day-time telephone number; and

Brief description of the emergency/event that has occurred that necessitated the store being unavailable for participant access. An approximate date of when the store will resume normal operations.

 After a temporary closure, vendors shall request, in writing, to the State WIC Office that the store's WIC vendor number be reactivated. This request must be submitted at least 15 days in advance. A site visit will be conducted to ensure the store continues to meet the WIC Program Criteria for Participation.

VENDOR TRAINING

- In accordance with USDA Federal Regulations governing the WIC Program, authorized WIC vendors must receive training annually. At contract renewal, a face-to-face training will be provided. Alternative training methods are used during noncontract renewal years. Vendors are notified by the local WIC clinic when training is scheduled. At least one substitute training date will be made available.
- Attendance/Participation at vendor training is mandatory.
- WIC vendor training is presented in a train-the-trainer format; therefore, it is important that
 the individuals selected to attend are those that are responsible for daily WIC operations. It
 is strongly recommended that the vendor have at least two store representatives present
 during the training session. It is the vendor's responsibility to ensure cashiers and other
 staff are trained on WIC Program requirements.
- Vendors will be provided with a WIC Employee Training Acknowledgement Form. This
 document must be on file for all store personnel. Failure to provide this form as proof of
 employee training on WIC procedures is a violation of the WIC Program. If detected the
 applicable sanction will be assessed and continued violations will result in disqualification
 from the WIC Program.

WIC ACRONYM AND LOGO

- A WIC authorized vendor is not permitted to use the acronym "WIC" or the WIC logo, including close facsimiles thereof, in total or in part, either in the official name in which the vendor is registered or in the name under which it does business, if different. In addition, signs promoting the business, as well as advertisements and educational materials aimed at customers, may not use the acronym "WIC" or the WIC logo. Any form of marketing or advertising of the store that gives an impression that the business is owned, operated, approved, favored, or endorsed by the Alabama WIC Program is prohibited. This includes the use of the wording "WIC Only." The Alabama WIC Program only allows the use of State WIC Office issued signage. W.I.C. lettering on the building or outdoor signage is prohibited.
- The Alabama WIC Program provides "WE ARE WIC APPROVED!" Window Clings (ADPH.WIC.269) to notify the general public that a retailer is an authorized WIC vendor. These items are available through the State WIC Office at no cost.
- It is a direct violation of the Alabama WIC Vendor Contract and the USDA Federal Regulations that govern the WIC Program for any vendor to use the WIC acronym or the WIC logo, including close facsimiles thereof, in a prohibited manner. Violators will have their Alabama Vendor Contract terminated and are subject to an injunction by the USDA.

SHELF LABELS

- The Alabama WIC Program has available a State WIC Office approved shelf label to identify food items as Alabama WIC approved. These shelf labels are to be placed at the exact spot that contains the WIC approved food item and are provided to authorized vendors at no cost.
- Applying shelf labels directly on the WIC approved food item is strictly prohibited.
- Authorized WIC vendors also have the opportunity to use their own shelf labels. These shelf labels must be approved by the Alabama WIC Program Director <u>prior</u> to use.

Vendors must submit the final artwork/graphic image of the proposed shelf label, along with a written request for consideration of approval, to the State WIC Office. The request must include the proposed size, color, and any other distinguishing features. All requests must be submitted at least 45 days prior to the intended use date. A decision will be sent by the State WIC Office within 30 days of receipt of request.

The proposed shelf label and request can be submitted via email or regular mail:

Email: wic@adph.state.al.us

U.S. Mail: Alabama Department of Public Health

Bureau of Family Health Services – WIC Division

The RSA Tower – Suite 1300

P.O. Box 303017

Montgomery, AL 36130-3017

• Store personnel are responsible for monitoring the use of all posted shelf labels, regardless of the source, to ensure they <u>accurately and consistently</u> identify WIC approved foods.

INCENTIVES

The Alabama WIC Program prohibits the use of incentives to entice WIC participants to shop in a particular store. Vendors who use advertisements to solicit the business of WIC participants, and/or offer incentives or delivery services will be subject to contract termination.

Incentives are defined as any item, service, or gimmick used to solicit the patronage of a WIC participant. Incentives include free or complimentary gifts (such as but not limited to diapers), free deli meals, and other free services, etc. offered exclusively to WIC participants.

VENDOR COMMUNICATIONS

• **IMPORTANT:** Correspondence sent by the State WIC Office typically requires some type of <u>follow up action</u> to be taken by either the store owner or manager. The State WIC Office strongly encourages there be a system in place to ensure communication from the

Alabama WIC Program is forwarded to the appropriate person and/or shared with store personnel.

It is the policy of the State WIC Office that any communication sent via certified mail may also be sent via first-class mail service. If the certified letter is returned by the post office as unclaimed or refused, then the vendor shall be deemed to have received the first-class letter three days after the letter was placed in the United States mail.

• Any correspondence to the State WIC Office should be sent to:

Alabama Department of Public Health Bureau of Family Health Services – WIC Division The RSA Tower – Suite 1300 P.O. Box 303017 Montgomery, AL 36130-3017

You are encouraged to maintain a copy of any documentation sent to the State WIC Office.

 When you call the State WIC Office at (334) 206-5673, ask to speak to a member of the Vendor Management staff, and always write down the name of the person you spoke to, along with date, time, guidance provided, and any other relevant information given in case further follow up is needed.

VENDOR INFORMATION PUBLICATION (VIP)

The VIP is an e-newsletter for Alabama WIC Vendors.
 The VIP is an educational tool used to inform WIC vendors and other interested parties about WIC Program changes, compliance issues, food instrument processing tips, cashier reminders, and alerts. The newsletter is published at least bi-monthly and is available on the Department's website.

Retailers are encouraged to take the following actions, after receiving the VIP:

- 1. Share a copy with store personnel, i.e., cashiers, bookkeepers, customer service managers.
- 2. Post a copy of the VIP in a central location for others to read.
- 3. Use the VIP as a resource when conducting cashier and store personnel training.
- During the non-contract renewal year, a special edition of the VIP is published and mailed to all authorized WIC vendors along with an acknowledgment form. This form must be completed and returned to the State WIC Office to fulfill the annual training requirement.

CONFIDENTIALITY

In accordance with USDA Federal Regulations governing the WIC Program, 7 CFR §246.26 (e), the Alabama WIC Program may release for general information the name, address, authorization status, phone number, website, email address and store type (e.g. grocery store, chain store, independently owned store).

NON-DISCRIMINATION REGULATIONS

Alabama WIC Vendor Contract Requirement

DISCRIMINATION CLAUSE

Vendor will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable Federal and State laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex, or disability, as defined in the above laws and regulations. Vendor shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990.

USDA Nondiscrimination Statement

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

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

Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

Persons with disabilities, who wish to file a program complaint, please see information above on how to contact us by mail directly or by email. If you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

USDA is an equal opportunity provider and employer.

WIC Compliance



WIC COMPLIANCE

The Alabama WIC Program takes program fraud and abuse very seriously. In accordance with USDA Federal Regulations governing the WIC Program authorized WIC vendors found to be in violation of the Alabama WIC Vendor Contract or engaging in fraudulent activities shall be sanctioned accordingly. A complete sanction schedule can be found at the end of this handbook and in the Alabama WIC Vendor Contract.

There are two levels of sanctions: federally mandated sanctions and state sanctions. Federal Regulations require mandatory sanctions be imposed for the violations outlined in section 7 CFR 246.12 of Federal Regulations governing the WIC Program. These two levels of violations are not all inclusive. The Department may sanction a vendor for a combination of violations or any other violation of the terms of the contract.

Sanctions may include monetary claims, fines, termination of a WIC Vendor Contract, disqualification of a vendor from the program, and civil money penalties. WIC Program violations can also result in criminal penalties and disqualification from the Supplemental Nutrition Assistance Program (SNAP). Vendor sanctions assigned in the preceding contract period may impact a vendor's subsequent authorization. Violations of the WIC Program which occurred during the previous contract period, if any, may be carried over and used as a basis for imposition of a sanction, termination, or disqualification under any subsequent contracts.

METHODS OF INVESTIGATION

WIC Program violations can be detected during routine monitoring visits, compliance investigations, inventory audits, and reviewing program reports. If a violation is detected the State WIC Office must impose the applicable sanction. When the Department identifies errors in the Vendor's food instruments submitted for payment or redeemed food instruments, the Department shall establish a claim against a vendor. The vendor must pay any claim assessed by the State WIC Office by the due date specified in the notification or the Alabama WIC Vendor Contract will be terminated.

Routine monitoring is an overt, on-site monitoring visit during which program representatives identify themselves to vendor personnel.

- Authorized WIC vendors are subject to routine monitoring visits at <u>any time</u> for compliance to WIC requirements. During the monitoring visit, the WIC representative will be verifying minimum stock, checking product expiration dates of all WIC approved foods and verifying shelf prices.
- They will ask to see all food instruments and cash value vouchers, infant formula invoices, and interview employees to determine their knowledge of WIC Program requirements. All records pertinent to this monitoring visit must be available for review by the representative upon request.
- If the WIC representative documents any noncompliance during the monitoring visit, the vendor will receive the appropriate sanction for the violation.

Monitoring visits are a good time for store employees to ask the WIC representative any
questions or express concerns that they may have regarding the WIC Program.

<u>Compliance investigations</u> consist of a series of undercover buys to detect noncompliance. When violations are detected, the State WIC Office may impose sanctions, up to and including, disqualifying the Vendor from participation in the Alabama WIC Program. In cases where a pattern must be established to impose a sanction, the State WIC Office will notify the vendor, in writing, upon the first act of non-compliance. The vendor will not be notified when it is determined that such notification would jeopardize the investigation.

An <u>inventory audit</u> is the official examination and documentation of a WIC vendor's inventory, accounts, and records to determine whether the vendor has purchased sufficient quantities of supplemental foods to provide participants the quantities specified on the food instruments redeemed by the vendor during a given time period.

Reviews of program reports are conducted to identify vendors who are out of compliance with program rules and regulations.

OVERCHARGING

Vendor overcharging is intentionally or unintentionally charging more for supplemental food provided to a WIC customer than a non-WIC customer or charging more than the current shelf price for supplemental food provided to a WIC customer. Vendor overcharging is NOT charging more than the maximum allowable reimbursement level. A vendor can charge less than the maximum allowable reimbursement level and still overcharge the WIC customer.

VENDOR DISQUALIFICATION

Disqualification periods are determined by the type of violation. Program violations are separated into categories by the seriousness of the violation. Each category lists the sanction that will be imposed for the corresponding violation. In the event of a disqualification, it is unlawful to sell, assign or otherwise transfer ownership to the vendor's partners, members, owners, officers, directors, employees, relatives by blood or marriage, heirs or assigns to avoid disqualification.

- Disqualification from SNAP shall result in an automatic disqualification of the same duration from the WIC Program. When a vendor is disqualified from SNAP or another State's WIC Program, the Alabama WIC Program will disqualify the vendor for the same length of time. In accordance with federal regulations the disqualification may begin at a later date. The disqualification is not subject to an administrative or judicial review under the WIC Program.
- Civil Money Penalties may be imposed in lieu of disqualification in cases where the Department determines that the disqualification shall result in inadequate participation access. The Department shall determine there is inadequate participant access if geographic barriers or other conditions make participant access unreasonably difficult and no authorized WIC vendors are within ten miles of the violative vendor.

APPEALS

Upon receipt of notice for certain sanctions, the vendor may request a full administrative review before an impartial hearing officer. The said notification will detail the vendor's responsibility regarding the appeals process.

The formal administrative hearing regarding adverse actions taken against WIC vendors must adhere to the Hearing of Contested Cases rules found in Chapter 420-1-3 of the Alabama Administrative Code unless those rules are contrary to this Chapter or Part 246, Title 7 of the Code of Federal Regulations.

A full administrative review includes the opportunity to be represented by legal counsel at your own expense, examine the evidence upon which the action is based prior to the administrative hearing, present evidence and witnesses, and confront and cross-examine adverse witnesses.

Appealing an action does not relieve a vendor that is permitted to continue program operations while its appeal is in process from the responsibility of continued compliance with the terms of any written agreement with the Department. The WIC Director shall allow a vendor to continue in the WIC Program while an administrative review is in process, except for a vendor disqualified due to a trafficking conviction and a vendor disqualified based upon a SNAP disqualification, which is not subject to an administrative or judicial review under the program.

COMPLAINT PROCESS

At the State WIC Office, we are very concerned about program abuse and take all complaints seriously. WIC customers are not allowed to verbally abuse store employees or violate the proper procedures for processing food instruments or cash value vouchers.

If you suspect a WIC customer or another vendor is abusing the Alabama WIC Program, contact the State WIC Office at 1-888-942-4673.

Investigations are conducted on all complaints received. Due to the confidential nature of WIC investigations, no information can be released as to the outcome.

IMPORTANT WIC TRANSACTION REMINDERS:

- Always check the WIC ID Folder.
- Always verify the food instrument and cash value voucher is within valid dates.
- Always verify only Alabama WIC approved foods are being purchased.
- Never allow the substitution of unauthorized food items.
- Never issue a rain check if you do not have enough stock, on hand, to fill a WIC food instrument.
- Never charge for food items that the WIC customer does not receive.
- Never charge sales tax on WIC transactions.
- Always provide the WIC customer with a receipt.

CATEGORIES OF VENDOR VIOLATIONS OF ALABAMA WIC PROGRAM SANCTION SCHEDULE

Program violations are separated into categories by the seriousness of the violation. Each category lists the period of disqualification or fine for the violations and specifies whether warnings are given. Civil money penalties may be imposed in lieu of disqualification in cases where the DEPARTMENT determines that disqualification shall result in inadequate participant access. Vendor may be subject without prior warning to sanctions, including fines, disqualifications, and civil money penalties in lieu of disqualification, in accordance with Department's sanction schedule. For Category I through Category IV the vendor will receive a monetary penalty or disqualification for a second or subsequent offense that occurs within two years of the notice of the first violation.

Category VIII MANDATORY PERMANENT DISQUALIFICATION

- Convicted of trafficking in food instruments or cash value vouchers or selling firearms, ammunition, explosives, or controlled substances as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802) in exchange for food instruments or cash value vouchers.
- 2. Permanent disqualification from the Supplemental Nutrition Assistance Program (SNAP).

Category VII MANDATORY DISQUALIFICATION FOR SIX YEARS

- 1. One incidence of buying or selling food instruments or cash value vouchers for cash (trafficking).
- 2. One incidence of selling firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for food instruments or cash value vouchers.

Category VI MANDATORY DISQUALIFICATION FOR THREE YEARS

- 1. One incidence of the sale of alcohol or alcoholic beverages or tobacco products in exchange for food instruments or cash value vouchers.
- 2. *A pattern of claiming reimbursement for the sale of an amount of a specific WIC food item that exceeds the vendor's documented inventory of that WIC food item for a specific period of time.
- 3. **A pattern of vendor overcharges.
- 4. **A pattern of receiving, transacting and/or redeeming food instruments or cash value vouchers outside of authorized channels, including the use of an unauthorized vendor or an unauthorized person.
- 5. **A pattern of charging for supplemental food not received by the participant.
- 6. **A pattern of providing credit or non-food items, other than alcohol, alcohol beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for food instruments.

Category V MANDATORY DISQUALIFICATION FOR ONE YEAR

- 1. **A pattern of providing unauthorized food items in exchange for food instruments or cash value vouchers, including charging for supplemental foods provided in excess of those listed on the food instrument.
- 2. A pattern of an above-50-percent vendor providing prohibited incentive items to WIC participants.

Category IV Warning on First Offense; On Second or Subsequent Offense, Disqualification for One Year.

- 1. Entering false information on a food instrument or cash value voucher.
- 2. Requiring a participant to make a cash purchase to redeem a food instrument or cash value voucher.

Category III Warning on First Offense; On Second Offense, \$400.00 Fine and Vendor Submits a Written Corrective Action Plan and Attends Mandatory Training as Defined by the Department; On Third or Subsequent Offense, Disqualification for 12 Months.

- 1. Failing to properly process a food instrument or cash value voucher, which includes not checking a participant's WIC ID card, requiring participants to sign a food instrument or cash value voucher before first entering the purchase amount, failing to obtain a signature at the time of the WIC transaction, or accepting a food instrument or cash value voucher outside of the valid dates to use.
- 2. Issuing a rain-check or IOU when unable to fill a WIC food instrument or cash value voucher.
- 3. Failing to mark the price of a WIC-approved food on the shelf or item.
- 4. Stocking a WIC-approved food outside of the manufacturer's expiration date.
- 5. Attempting to seek restitution from a participant for a food instrument or cash value voucher returned not paid.
- 6. Contacting a WIC participant regarding an improperly processed food instrument or cash value voucher.
- 7. Failing to provide the quantity or type of infant formula specified on the food instrument.
- 8. Requiring a separate check-out lane for WIC participants or failing to offer a WIC participant any courtesy offered to other customers, including, but not limited to, a promotional opportunity, bonus card, coupon, or additional free product.
- 9. Threatening or abusing, either verbally or physically, a WIC participant or WIC personnel in the conduct of official WIC business.

Category II Warning on First Offense; On Second Offense, \$300.00 Fine and Vendor Submits a Written Corrective Action Plan and Attends Mandatory Training as Defined by the Department; On Third or Subsequent Offense, Disqualification for Nine Months.

- 1. Failure to submit a vendor price survey within the specified time frame.
- 2. Requiring additional ID from a person who has signed the WIC ID folder.
- 3. Allowing the purchase of a WIC food in an unauthorized container size.

Category I Warning on First Offense; On Second Offense, \$200.00 Fine and Vendor Submits a Written Corrective Action Plan and Attends Mandatory Training as Defined by the Department; On Third or Subsequent Offense, Disqualification for Six Months.

- 1. Allowing the exchange of a WIC food item other than items that are defective, spoiled, or outside their sell/use date at time of redemption.
- 2. Allowing a refund for a returned food item.
- 3. Requiring the purchase of a specific brand if more than one WIC-approved food brand is available and allowed by the State WIC Program.
- 4. Failure to provide a WIC participant a cash register receipt.
- 5. Failure to provide employee training on WIC procedures.

*A pattern for this violation can be established during a single review where a vendor's records indicate that the vendor's redemptions for a specific food item exceeds the documented inventory for a two month audit period.

**A pattern for compliance investigations is defined as committing the same violation two (2) or more times during a compliance investigation which consists of at least three (3) buys.

FOOD ITEM	DETAILS	MOMINIM	MINIMUM REQUIREMENTS
		STORE TYPE 1 - 3	STORE TYPE 4
INFANT FORMULA Similac Advance (Milk Based)	13 oz. Concentrate	34 Cans	Must supply upon request.
Similac Soy Isomil (Soy Based)	13 oz. Concentrate	34 Cans	Must supply upon request.
Similac Advance Powder	12.4 oz. Powder	20 Cans	20 Cans
INFANT CEREAL	8 oz. Container; Gerber or Beech-Nut	10 Containers (2 varieties 4 must be rice)	8 Containers (2 varieties 4 must be rice)
INFANT FRUITS & VEGETABLES	4 oz. jars; Beech Nut Classics Or 2 Pack 4 oz. (Net 8 oz. package); Gerber 2 nd Stage; Single Ingredient Only	64 – 4 oz. Jars 32 – 8 oz. Packages	32 – 4 oz. Jars 16 – 8 oz. Packages
MILK , Whole Least Expensive Brand	Calcium Enriched Lactose Free Lactose Reduced No organic allowed.	4 Gallons	2 Gallons
MILK, Fat Free, 1% Lowfat, Reduced Fat Least Expensive Brand	Calcium Enriched Lactose Free Lactose Reduced No organic allowed.	12 Gallons	8 Gallons
EGGS	Dozen, Large White Only (No brown eggs, specialty eggs or Eggland's Best.)	6 dozen (Cartons of 12)	4 dozen (Cartons of 12)
CHEESE Least Expensive Brand	16 oz. Package Processed American, Cheddar, Colby, Monterey Jack, Mozzarella and Swiss (No cheese food, spread, product, imitation. No string, shredded, mixes, cubes, sticks, or cheese from deli. No peppers or other added ingredients.)	6 - 16 oz. Packages (Must stock 2 of the 6 varieties)	4 - 16 oz. Packages (Must stock 2 of the 6 varieties)

FOOD ITEM	DETAILS	MINIMUM	MINIMUM REQUIREMENTS
		Store Type 1 – 3	Store Type 4
See the Alabama WIC Approved Foods Brochure for details. 14 to 36 oz. boxes or bags only. Total number of ounces allowed will be specified on the food instrument.	General Mills Cheerios**, Multi-Grain Cheerios**, Corn Chex, Kix**, Dora the Explorer Kellogg's Corn Flakes, Frosted Mini Wheats **, Rice Krispies, Special K Post Great Grains Banana Nut Crunch**, Honey Bunches of Oats Crunchy Honey Roasted, Honey Bunches of Oats Whole Grain Vanilla Bunches **, Honey Bunches of Oats with Crispy Almonds Quaker Instant Grits Original (box) Malt-O-Meal Strawberry Cream Mini Spooners**, Mom's Best Naturals Quick Oats**, Mom's Best Naturals Old Fashioned Oats**. **Whole Grain Cereals	18 Boxes (Must stock 6 different varieties and 3 of the varieties must be whole grain)	9 Boxes (Must stock 3 different varieties and 1 of the varieties must be whole grain)
BROWN RICE	14 - 16 oz. Bag or Box. Any brand, regular, instant, or boil- in-bag.	6 14 - 16 oz. Bags or Boxes	4 14 - 16 oz. Bags or Boxes
48 oz. JUICE	Lucky Leaf Apple, Seneca Apple, Juicy Juice – all flavors, Northland Cranberry Juice. Any 48 oz. brand orange, grapefruit, orange/grapefruit.	8 Containers	6 Containers
64 oz. JUICE 64 oz. Refrigerated Container	Libby's Pineapple Juice, Juicy Juice – all flavors, Lucky Leaf Apple, Northland Cranberry Juice Blends – all flavors, Seneca Apple, Welch's Grape, White Grape, and Red Grape, White House Apple. Any brand 64 oz. orange juice.	10 Containers	8 Containers

FOOD ITEM	DETAILS	MINIMUM REQUIREMENTS	IREMENTS
		STORE TYPE 1 - 3	STORE TYPE 4
PEANUT BUTTER	16 – 18 oz. Container. Any brand Chunky, Creamy, Crunchy, or Low Sodium. No whipped, spreads, reduced fat, omega-3, organic, combinations with jelly, honey, etc.	8 Containers	6 Containers
WHOLE WHEAT AND WHOLE GRAIN BREADS	16 oz. Package. WIC approved brands only. 100% whole wheat and 100% whole grain. See Alabama WIC Approved Foods Brochure for Alabama WIC approved brands.	12 – 16 oz. Packages	6 – 16 oz. Packages
FRESH FRUITS AND VEGETABLES	See Alabama WIC Food Brochure for information on approved fresh fruits and vegetables.	Must stock a total of \$48 retail value; including 4 varieties of fresh fruits and 4 varieties of fresh vegetables.	Must stock a total of \$36 retail value; 3 varieties of fresh fruits and 3 varieties of fresh vegetables.
As an Alabama authorized WIC ven any of the following WIC approved	As an Alabama authorized WIC vendor you are not required to stock the following items however, if a participant presents a food instrument with any of the following WIC approved items you are required to order the approved products for the participant.	items however, if a participant prese roducts for the participant.	ints a food instrument with
FOOD ITEM	DETAILS		
INFANT MEAT	2.5 oz. Container; Gerber or Beech-Nut Plain meat with broth or gravy.		
SPECIAL MILK	Evaporated Milk, 12 oz. Can Carnation and Pet brands only Dry Milk (Powdered), 9.6 oz. Box Ultra High Temperature, 8 oz. Buttermilk, 1quart - Least Expensive Brand		
SOY MILK 8 th Continent, Original or Vanilla Only Silk, Original Only	Does not include twin packs.		

DRIED BEANS OR PEAS	16 oz. Bag. Any brand. No added flavorings.	
11.5 or 12 oz. FROZEN JUICE	Dole Pineapple, Seneca Apple, Welch's Grape and White Grape, Old Orchard – all flavors with green lids. Any brand 12 oz. orange juice.	
6 oz. JUICE Cans, Ready-to-Use	Citrus juices only.	
CANNED FISH	Tuna 5 oz. Can, any brand light, chunk style, packed in water. No smoked, other flavorings, diet, or solid white.	
	Salmon 14.75 oz. Can. Any brand pink salmon. No red, sockeye.	
WHOLE WHEAT AND CORN TORTILLAS	16 oz. Package. WIC approved brands only. See Alabama WIC Approved Foods Brochure for Alabama WIC approved brands.	

NOTES

Materials Available from the State WIC Office

The items below can be ordered directly from the State WIC Office:

Alabama WIC Vendor Procedure Handbook – The Alabama WIC Vendor Procedure Handbook ensures that vendors are in compliance with regulations and procedures.

Alabama WIC Approved Foods Brochure – This detailed food brochure includes pictures and descriptions of Alabama WIC approved food items. A copy of this brochure must be available for store personnel. Each participant is given a brochure during their local clinic visit.

Alabama WIC Window Clings – A window cling identifying the vendor as an authorized WIC vendor.

Alabama WIC Shelf Labels – Shelf labels are used to identify products as Alabama WIC approved. Utilizing shelf labels assists participants in easily identifying Alabama WIC approved products. In accordance with federal regulations shelf labels are never to be affixed directly on a WIC approved product.

Alabama WIC Vendor Training DVD – The Alabama WIC Vendor Training DVD must be used to train store personnel. The DVD is divided into chapters with a specific chapter to be used for training new cashiers.

Alabama WIC Program Cashiers Training Guide – The Alabama WIC Program Cashiers Training Guide is specifically designed for use in training new cashiers regarding program requirements and conducting a WIC transaction.

State WIC Office Contact Information

State WIC Office Vendor Management staff are available to assist vendors when questions or problems arise.

Contact Information:

State WIC Office

Telephone: 334-206-5673

Fax: 334-206-2914 1-888-WIC-HOPE (1-888-942-4673)

Mailing Address:

Alabama Department of Public Health Bureau of Family Health Services – WIC

Division

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