ALASKA

WIC

Good Nutrition For
Women, Infants & Children

WIC VENDOR MANUAL

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Purpose of the Alaska WIC Vendor Manual

The Alaska WIC Vendor Manual is designed to provide guidance and assistance to stores that are authorized as WIC vendors and enable the stores operate in compliance with WIC program requirements. It contains information about Alaska WIC program rules and procedures. Vendors are also encouraged to review the federal regulations governing the WIC program [7CFR. 246.12].

This Manual provides access to information needed when conducting business with WIC participants. It should be available to all authorized stores' employees since it contains information necessary for correct handling of WIC transactions at the stores. It should be used when training new personnel and referred to as needed to resolve questions or problems. We invite your comments and suggestions.

This Manual is intended to aid in developing an effective partnership between private retail business and the State of Alaska WIC Program. Together we are improving the health of children and their mothers throughout our state. WIC vendors play a vital role in accomplishing the WIC program's objectives. Your participation as an authorized WIC vendor brings with it many responsibilities. We look forward to working with you to provide quality foods and customer service to participants in a cost-effective and efficient manner. Through our cooperative partnership the WIC program will be enhanced and our customers better served.

Kathleen Wayne

Kathleen Wayne, MS, RD
Alaska State WIC Director

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Chapter 1 Introduction to WIC

WIC stands for the Special Supplemental Nutrition Program for Women, Infants, and Children. This health program provides nutritious food to low income pregnant women, women who have just had a baby, breastfeeding women, infants, and children up to age five (5). These people have been certified at a local WIC Nutrition Clinic to be at "nutritional risk" because of poor nutrition, other health problems, or both. The nutritional status of each WIC participant is assessed through laboratory tests, measurements and health histories taken by a nutritionist or other health professional before he or she is certified. This certification is only for a specific time period, usually six months, and can be renewed only after another nutritional assessment at the clinic.

The specific foods selected for the WIC program are important because they help prevent anemia, increase the birth weight of infants, and improve mental and physical growth. WIC foods are prescribed by a nutritionist to supplement the diet in protein, vitamin C, vitamin A, folic acid, iron and calcium. WIC saves health care dollars. For every dollar spent on WIC, about three ($3) dollars are saved in health care costs.

WIC foods, including Fruit and Vegetable vouchers (FVVs) are provided to participants by means of WIC warrants that list the prescribed foods to be purchased. Since participants have different nutritional needs, there are several types of WIC warrants. WIC warrants may be used to buy food only at stores that have a written vendor agreement with the Alaska WIC Program. Vendors are a vital part of the WIC Program because they sell the foods prescribed for WIC participants. WIC vendors must provide only the foods listed on the WIC food list. The WIC warrant is like a check which is drawn upon a State of Alaska account. Authorized stores deposit WIC warrants into their bank accounts just like other checks they accept.

The participant or an assigned alternate person named on the warrant may shop for WIC approved foods. The local WIC agency provides training on the authorized foods and how to shop with WIC warrants. The customer's picture or signature ID card such as driver's license, school ID, or vendor approved identification for cashing checks must be verified when warrants are being used to purchase WIC foods.

Who Administers the WIC Program?

The Food and Nutrition Service of the U.S. Department of Agriculture provides the Alaska Department of Health & Social Services with WIC funds. In 2008 the Alaska WIC Program purchased approximately $16 million worth of food in Alaska retail stores. The Alaska Department of Health & Social Services administers the WIC Program through local health departments, native corporations, and social services agencies. These are referred to as WIC Local Agencies.

Chapter 2 Vendor Authorization

How do stores get authorized as WIC Vendors?

1. Stores interested in participating in the WIC Program may obtain information from the Alaska WIC website:

http://www.hss.state.ak.us/dpa/programs/nutri/WIC/Vendors/default.htm

OR by submitting a written request to the address below:

Family Nutrition Programs / WIC
ATTN: WIC Vendor Coordinator
130 Seward Street, Room 508
Juneau, AK 99801

Upon receipt of the written request, the State WIC agency will mail an application packet to the applicant vendor. The application packet will include a WIC Vendor Application, Price Sheet and Vendor Manual. The application form and price sheet must be completed and returned to the address mentioned above. WIC authorized vendors are governed by the provisions of the USDA regulations, State policy and procedure, the AK WIC Policy and Procedure Manual, and the Alaska WIC Program Vendor Manual incorporated in this document as reference.

2. After review of the application packet and the applicant vendor meets initial criteria, a pre-agreement on-site visit will be scheduled and conducted at the applicant store by a WIC representative. The visit will determine if:

- Store carries a full line of grocery items and has sufficient stock of WIC food items;
- The submitted prices are accurate and competitive;
- The location of the store is accessible to WIC participants and staff;
- Fresh merchandise is available and the store is clean;
- All required state and local licenses or permits are current.
- Store purchases infant formula only from sources on the List of Authorized Suppliers of Infant Formula provided by the State WIC Program

3. A report of this visit is evaluated by the State WIC Office. The WIC Vendor Coordinator will make a determination concerning the offering of an Agreement. If an agreement is offered, the vendor will be mailed a WIC Vendor Agreement for signature.

4. The signed WIC Vendor Agreement must be returned to the State WIC office for countersignature by the State WIC Director. A copy of the countersigned Vendor Agreement will be returned to the vendor, along with the store's Vendor Number Stamp(s).

5. The Vendor will be notified of the date the store may begin accepting WIC warrants. **The vendor must not accept WIC warrants before this date**. Submission of a vendor application does not constitute authorization to redeem WIC checks.

6. The vendor will be provided a vendor stamp which will have an imprint of their vendor number. All WIC warrants accepted at the store must have the vendor number stamped in the designated box in order for the vendor to receive payment from WIC.

What are the criteria for stores to be authorized as WIC vendors?

An authorized is a sole proprietorship, partnership, cooperative association, corporation or other business entity operating one or more stores. Vendor authorization means the process by which the Alaska WIC Program assesses, selects and enters into agreements with food retailers/stores that apply or subsequently re-applies to be authorized as WIC vendors.

Any store interested in being authorized as a WIC vendor must apply for authorization. Only businesses that are authorized as WIC vendors by the State agency may redeem WIC warrants. The state agency authorizes a sufficient number and distribution of vendors to:

♦ assure reasonable participant convenience and access,
♦ ensure the lowest practicable food prices and,
♦ ensure effective State agency management, oversight and review of its authorized vendors.

The State agency will accept vendor applications on an on-going basis. Applicant vendor must submit all required items, including a completed price sheet. The pre-agreement on-site visit must be completed, with favorable results, by August 15. If the applicant vendor meets the criteria for authorization and the pre-agreement on-site visit was completed satisfactorily, the agreement will be effective October 1. If authorized for WIC, the vendor must have all required items in stock and/or any exemptions requested have been approved prior to the vendor agreement start date.

The State agency will consider applications for additional authorized vendors outside of the above timeframes if it determines there is a participant access need.

All WIC-authorized vendors must comply with the selection criteria throughout the agreement period including any changes to the criteria. WIC may reassess the vendor at any time during the agreement period. The agreement will be terminated if the vendor fails to meet current vendor selection criteria at any time during the agreement period.

The State agency must determine that the following Vendor Selection Criteria have been met in order for a vendor to be authorized:

Accessibility

In most areas of the state, there must be a minimum of 15 WIC participants in the community, or able to travel to the community to shop, for each vendor that is authorized. Vendors must be open at least 8 hours per day, 6 days per week. Vendors will only be authorized in locations that WIC staff are able to visit as required by federal regulations to conduct training and compliance monitoring.

In areas where no local store is authorized as a WIC vendor, participants will receive WIC foods by mail from the state's contracted mail order vendor or "MOV" vendor. Through this process, the local WIC agency will prescribe the appropriate food packages and the food "orders" will be transmitted electronically, on a monthly basis, to the mail out vendor contractor. The contracted vendor will use food items specified on the MOV Rotation Schedule and approved Food Price Worksheet provided by the State WIC office. The food items will be packaged and sent via US postal service, and/or airlines, or land transport systems.

Accuracy and Completeness of Information Provided on the Application
All information in the application and Price Sheet must be accurate and complete. Vendor applications must be signed in ink and originals sent to the State WIC office.

Business Integrity
Vendors may not be authorized if the current owners, officers, or managers have been convicted of or have had a civil judgment during the last 6 years for the following:

fraud, antitrust violations, embezzlement, theft,
forgery, bribery, falsification or destruction of records,
making false statements, receiving stolen property,
making false claims, or obstruction of justice.

Competitive Prices and Price Limitations
Prices must be competitive with, and within the price limitations for, similarly situated vendors (in terms of type, size of store and geographic location).

Compliance with Approved Use of WIC Acronym, Logo and Facsimile

Vendor shall not use, apply or affix the WIC Acronym, Logo or Facsimile – in any form-on food products, in advertizing or on other promotional materials, including wording such as "WIC Only." The WIC Acronym, Logo and Facsimile may not be used in a manner which suggests that the vendor may be affiliated with or sponsored by the State agency, WIC or USDA.

Compliance with Food Stamp Program

WIC vendors, other than pharmacies, must be authorized to participate in the USDA Food Stamp Program. Vendor must be in good standing and cannot be, or have been in the preceding two years, disqualified or suspended from the Food Stamp Program, or been assessed a Food Stamp Program civil money penalty for hardship if the disqualification period that would otherwise have been imposed has not expired.
Vendor must maintain and provide documentation of SNAP-eligible food sales throughout the contract period. According to USDA, CFR245.2, "Food sales" means sales of all foods that are eligible items under the SNAP. These foods are intended for home preparation and consumption and include: meat, fish, poultry, bread and cereal products, dairy products, fruits and vegetables. Food sales do not include sales of any items that are not approved for purchase with Food Stamp benefits, such as alcoholic beverages, hot foods, or foods that will be eaten on the store premises.

Infant Formula Purchased from List of Authorized Suppliers

Vendor must certify that it purchases infant formula only from sources on the List of Authorized Suppliers of Infant Formula provided by State WIC agency. (See Appendix.)

Minimum Variety and Stock of WIC Foods

Vendors (except pharmacies) must keep in stock at all times the required quantity and variety of WIC foods as specified in the WIC Vendor Manual. (Pharmacies are only authorized to provide special infant formulas and medical foods so they are exempt from the Minimum Stock Requirements.)

(Smaller "convenience type" stores, with limited variety and inventory, may be authorized only if they meet all other criteria and State determines authorization is necessary to ensure participant access.)

Restriction on Authorization of Above 50 Percent (A50%) Vendors; Provision of Incentive Items

An applicant vendor must not be expected to derive more than 50 percent of total sales from the sale of WIC foods. To make this determination, the State WIC Program will use information on application responses; review of price sheets, invoices and Inventory records; food cost analysis, warrant redemption, or further assessments.

The State agency may not authorize or continue the authorization of an A50% vendor, or make payments to an A50% vendor, which provides or indicates an intention to use incentive items to solicit the patronage of WIC participants, including those vendors found to be a A50% vendors. Vendors who use advertisements to solicit the business of WIC participants and/or offer incentives will be subject to sanctions.

Incentive items are defined as any item or service used to solicit patronage of WIC participants. Incentives include free or complimentary gifts, home delivery of foods (excludes MOV), store memberships, and other free or discounted services, etc.

Sale of Store to Circumvent WIC Sanction
The State agency may not authorize a vendor applicant if the State agency determines the store has been sold by its previous owner in an attempt to circumvent a WIC sanction.

Satisfactory Pre-Agreement On-site Inspection Report
The on-site inspection report certifies that the applicant meets WIC vendor authorization and selection criteria and documents that initial vendor training have been performed.

Why is it necessary to sign a WIC Vendor Agreement?

A. It is required by Federal WIC Regulations.

B. It assures the vendor's understanding of requirements and commitment to providing only the authorized foods and quantities specified on the WIC warrant at a competitive selling price.

C. It ensures the vendor is aware of the Federal and State regulations and procedures that govern the program and must be followed, as well as the penalties and sanctions for failing to comply with program rules.

What else is involved?

As mandated by Federal regulations, State and Local WIC agencies periodically monitor and train vendors to ensure compliance with Federal and State regulations and detect any attempts to abuse or defraud the Program. This may be done through review of records that all authorized vendors are required to maintain, or a visit to the store by a WIC staff. The monitoring can include:

- physical inspection of the store
- inventory of WIC-approved foods
- WIC food price review
- assessment of cashier knowledge of the WIC Program and redemption procedures
- examination or audit of inventory records
- review of redeemed warrants
- compliance buys/secret shopper buys

All vendors regardless of location or how large or small are reviewed and evaluated equally.

WIC Vendor Stamp

Lost, stolen, damaged stamps must be reported to the WIC Program immediately
Vendor stamp must not be reproduced or copied. Vendor stamp is not transferrable to another store location or to another individual.

What happens when the Agreement expires?

All vendor agreements have the same expiration dates and may be effective for a period of three years. The State Agency shall provide vendors (if in good standing with WIC requirements) with not less than thirty (30) days advance written notice of the expiration of their agreements and, the agency must require vendors to reapply at the expiration of their agreements.

The vendor agreement does not constitute a license or a property interest. If the vendor wishes to continue to be authorized beyond the period of its current agreement, the vendor must re-apply for authorization.

Confidentiality of WIC Vendor Information

Confidential vendor information is any information about a vendor, (whether obtained from the vendor or another source,) that individually identifies the vendor, except for the vendor's name, address and WIC authorization status. Confidential vendor information will be disclosed only to:

1) Persons directly connected with administration or enforcement of the WIC Program or the Food Stamp Program who the State agency determines have a need to know the information for purposes of these programs;

2) Persons directly connected with the administration or enforcement of any Federal or State law. Prior to releasing information to a party other than a Federal agency, the State agency must enter into a written agreement with the party specifying that such information may not be used or re-disclosed except for purposes directly connected to the administration or enforcement of a Federal or State law; and

3) A vendor that is subject to an adverse action, including a claim, to the extent that the confidential information concerns the vendor subject to, and is related to, the adverse action.

Chapter 3 Vendor Training Requirements

Training is provided by WIC State or Local Agency staff to help vendors:

- comply with WIC program requirements
- minimize program errors
- prevent fraud, abuse and noncompliance
- improve service to WIC program participants

When a vendor is first authorized, interactive training will be provided which covers the topics included in the Vendor Manual such as purpose of the WIC program, authorized WIC foods, stock requirements, warrant redemption procedures, vendor sanction system, penalties, customer relations, vendor compliant process, claims procedures and any changes to the program requirement since the last training.

At least once every three (3) years, one representative of each vendor must participate in interactive training that provides an opportunity for questions and answers. Ideally, this will be an individual responsible for training cashiers. Interactive training may be provided at a conference or meeting, by teleconference, or during a monitoring visit. The State agency will designate the date, time, and location of all interactive training and will provide the vendor with at least one alternative date on which to attend such training.

Annual training will be provided to all authorized vendors. Annual training may be in several formats, such as teleconference, video, newsletters, brochures, CD-Rom or DVD, State WIC web site or other written training materials. Vendor management is responsible for sharing all training information with cashiers and other staff that work with the WIC program. Quizzes may be given to determine the effectiveness of vendor training and to discover areas that need further explanation.

If the State agency finds that a vendor is having difficulty complying with routine program requirements, mandatory training may be required. Mandatory training may be provided by the State agency or a designated representative. It may be delivered through teleconference or in person during a monitoring visit.

The state agency shall document the content of and vendor participation in vendor training.

Attendance at a training session, prior to becoming an authorized vendor, does not grant the vendor permission to accept WIC checks. Only a fully executed vendor agreement, signed by both parties and the receipt of a vendor stamp constitutes authorization. The State WIC program will not pay the vendor for WIC checks redeemed prior to vendor authorization.

Vendor Training Materials

The order form in the Appendix of this manual may be used to order training materials such as Food Lists, the WIC Vendor Guide, videos, etc. Many of these materials, including the order form, may also be downloaded from the WIC web site:

http://health.hss.state.ak.us/dpa/programs/nutri/WIC/Vendors/default.htm

Refer to the Frequently Asked Questions about the WIC program at the above website or the Appendix of this manual for quizzes that may be utilized during vendor training.

Frequently Asked Questions

1. It seems like there are a lot of rules to follow. Are they really necessary?

Yes, these rules are necessary and ensure that the Alaska WIC Program operates in compliance with federal WIC regulations. WIC participants are instructed how to shop with WIC warrants and what foods are allowed. However, you and your cashiers are also responsible for selling only the foods and amounts listed on the WIC warrant.

2. What happens if our store does not have all of the WIC food items?

By signing the vendor agreement with the WIC Program, your store agreed to carry a **minimum** stock of WIC foods. This is a serious responsibility. If your store demonstrates that authorized WIC foods are not stocked in the required amounts, your WIC Vendor Agreement will be terminated. Only the foods (and brands) listed on the WIC Food List can be purchased with WIC warrants. The authorized foods have been carefully selected to give the WIC participants the specific nutrients they need. Other foods may not provide the same nutrients. It is **very important** that WIC participants be able to buy ALL the foods listed on their WIC warrants when they go shopping because they cannot be given “rain checks.”

Remember, **WIC** treats and prevents health problems relating to poor diet, so the kinds of foods purchased make a difference!

3. What happens if the cost of the foods is less than the "Not to Exceed" amount? Should the participant be allowed to get more food or be given change?

No! The "Not to Exceed" limit is printed on the warrant as a safeguard and to prevent fraud. WIC purchases are less than this amount. Never give change to the participant in any WIC transaction.

4. What happens if the purchase price exceeds the "Not to Exceed" amount?

The prices on all WIC warrants are checked by the bank to determine if they are within the allowable limits. Allowable payment limits are based on the foods listed on the warrant and the store's Peer Group. The limits are recalculated regularly based on actual WIC redemption prices. Warrants exceeding the allowable reimbursement level will be reimbursed at the allowable amount.

5. What happens if there are errors on the warrants deposited for payment with the bank?

The warrants may be returned to the vendors and, vendor's bank may charge fees for rejected checks. To minimize errors on WIC checks, please make sure that:

a) the quantities of foods listed on the warrant have not been altered;
b) the participant is not buying more than the quantity allowed on the warrant;
c) the participant is buying the correct WIC foods; and
d) the foods being purchased have been separated according to warrant so that each warrant's total may be rung up separately.

6. Can fruit drink be substituted for juice?

No. Fruit drinks like Tang, Hi-C, or Kool Aid, etc, do not meet nutritional requirements for the WIC Program and therefore are not authorized. For the same reason, cheese foods or spreads are not allowed on the Program, and only certain cereals are allowed.

7. How should we deal with participants that try to purchase non-WIC items?

WIC participants are responsible for using WIC warrants correctly and are provided training in the correct use of warrants.

If a WIC participant tries to purchase non-WIC items, explain politely that the item is not authorized and refer them to the food list. The vendor may explain that it could lose its WIC authorization if it sells items that are not allowed on WIC. Vendors may request additional training for themselves, cashiers, as well as participants by completing the AK WIC Program Request for Client or Cashier Re-Training form. A copy of this form can be found in the Appendix.

If the vendor is not sure if an item is authorized, it may contact the local WIC agency or State WIC Office for assistance.

Treat WIC customers with the same courtesy accorded to other customers.

8. What should be done with participants who are abusive to cashiers or other store personnel?

If a WIC participant refuses to comply with WIC requirements or behaves in a threatening or abusive manner towards store personnel, the vendor should inform the Local or State WIC Agency. The vendor may also use the vendor complaint form provided in the appendix of this Manual. The State WIC Program will take appropriate follow-up actions against abusive or non-compliant participants.

Chapter 4 WIC Foods

Authorized Foods

The types and quantities of foods authorized for the WIC Program are specified in federal regulations. These foods have been chosen because they are high in nutrients that meet the WIC program's specific nutrient requirements. They include cereals; fruit juices; milk; eggs; cheese; dried or canned beans or peas; peanut butter; tuna; salmon; sardines; fruits and vegetables; infant formulas, infant cereals, and infant meats; whole grain breads, brown rice, and/or tortillas; and tofu or soy beverage. Each state develops a list of the specific types of foods and/or brands approved for its WIC program. Additional factors the states may consider when designating approved foods include: regional preferences, availability throughout the state, package sizes and competitive pricing. Details of approved foods and brands are contained in the WIC Food List.

Alaska WIC Approved Food List

The list of specific WIC foods authorized for Alaska is published by the State WIC Office in a variety of formats for participants and vendors. The food list must be kept handy for cashiers to reference when a WIC warrant is being redeemed. The Alaska WIC food list is usually updated no more than once a year, on October 1st.

Manufacturers wishing to have their products considered for authorization in Alaska should submit product information to the Vendor Coordinator by July 1. The current Alaska WIC Food List may be found in the Appendix and it may also be downloaded from the Alaska WIC website.
http://health.hss.state.ak.us/dpa/programs/nutri/WIC/Vendors/default.htm

WIC Contract Infant Formulas

The Alaska WIC Program contracts with formula companies for rebates which bring additional funds to the State, allowing more Alaskans to participate in the Program. Participants are required to use contract formulas, unless there is a medical reason to authorize a non-contract formula. WIC vendors, except those in rural areas that received an approved exemption, are required to stock the WIC contract formulas as listed in the Minimum Stock Requirements form.

- Effective October 1, 2007, the formula contract is with Ross Products Division, Abbott Laboratories, (or Abbott Nutrition). During a contract period, if the manufacturer changes the names or packaging of contract formulas, the State WIC Office will notify vendors as soon as possible.

- Information and assistance for ordering Ross infant formulas is available by calling 1-800-FORMULA (1-800-367-6852)

- The Abbott Nutrition website also contains helpful information: http://abbottnutrition.com/

List of Authorized Suppliers of Infant Formula

Authorized WIC vendors are required to buy infant formula only from suppliers included on a list provided by the State WIC agency. The list includes manufacturers registered with the FDA as well as wholesalers, distributors and suppliers licensed in the State of Alaska. The list does not include all retailers licensed in Alaska who sell infant formula, but only those retailers from whom other stores that are authorized as WIC vendors might purchase infant formula.

If an authorized WIC vendor would like to purchase infant formula from a source that is not on the list, the WIC Vendor Coordinator at the State WIC agency shall be contacted. Vendors may be given permission to purchase infant formula from a source authorized on another State WIC program's list of formula suppliers.

The list, (current as of this printing,) may be found in the Appendix.

Acceptable Record of Inventory

Vendors are required to maintain inventory records used for Federal tax reporting purposes and, make these available to authorized WIC representatives who may need to review the documents as evidence of WIC food purchases. These records (invoice or receipt) must be maintained for each purchase and meet each of the following criteria:

1. Be prepared entirely by the wholesaler or retailer from whom the WIC Vendor makes the purchase;

2. Identify WIC foods with the same specificity as needed on the WIC Authorized Food List;

FOR EXAMPLE: "Milk" is not an adequate identification. The type of milk such as "fluid", "dry", or "evaporated", "whole", "low-fat", or "nonfat" must be specified. Similarly, "fruit juice" is not an adequate identifier. The type of juice, e.g., "orange", "grapefruit" and the brand must be indicated;

3. Identify the quantity of each WIC food purchased from the wholesaler both in terms of number of containers, cans, boxes, etc., and number of ounces, pounds, etc. per container;

4. Indicate the unit price for each WIC food item purchased and;

5. Indicate the date of purchase, the seller, and the WIC Vendor who made the purchase.

Inventory records must be kept for 3 years as a condition of participation in the WIC Program. Failure to maintain records as described above, or failure to allow WIC representatives access to records, can result in assessment of penalty points.

Requirements for Stocking WIC Foods

By signing the WIC Vendor Agreement, the Vendor agrees to keep a minimum quantity of WIC foods in stock at all times. Foods stocked must be within the manufacturer's "sell by" date. The foods in stock must meet USDA and State standards as listed on the Minimum Stock Requirement form. The current Minimum Stock Requirements may be found in the Appendix or on the WIC website. If vendors cannot provide authorized foods to WIC participants, the WIC program cannot accomplish its goals.

Vendors are not allowed to give "rain checks" or IOU's to WIC participants, or to include the cost of a WIC item on a warrant if that item was not actually received by the participant.

Vendors may request an exemption from the requirement to stock the following products:

- fresh milk These vendors must stock the minimum required evaporated, dry and UHT (shelf stable) milk.
- infant cereal, formula, fruits and vegetables, and meats
- lactose free or reduced milk
- soy beverage
- tofu

Local agencies, in consultation with vendors, make the recommendation to the State agency regarding whether a small rural vendor should be given some or all of these exemptions. Vendors granted an exemption are required to have the items in stock within ten (10) days of notification by the local agency. Local agencies may not grant an exemption to a vendor and subsequently place a client on MOv.

The only allowable reasons for exemptions are:

- limited number of clients using the foods at time of request
- "sell by/ use by" date limitations
- limited refrigerator or cooler capacity (for fresh and lactose free or reduced milk only).

Pharmacies that are authorized only to provide special infant formulas and medical foods are not required to stock WIC foods. However, upon request, they must be able to obtain special formulas within 72 hours.

Failure to meet and maintain inventory requirements may subject vendors to the assessment of penalty points, sanctions, and or termination of their vendor agreement.
If the State finds it necessary to terminate a vendor agreement due to failure to meet the required minimum inventory requirements, participants in the area will be placed on the Mail Order Vendor (MOV) food delivery system.

Shelf Tags for WIC Foods

WIC shelf tags (or shelf talkers) help store employees and WIC participants to easily locate items that are WIC-approved. Vendors are requested to place shelf tags on store shelves in front of the WIC-approved items it identifies.

The WIC Food Price Sheet

Any store wishing to become a WIC vendor must submit a completed Price Sheet which lists the current shelf prices of WIC-approved foods together with the vendor application form. After a store is authorized as a WIC vendor, they will be required to submit a completed Price Sheet every six months. Completed price sheets are due to the State WIC Office no later than September first and March first of every year. Failure to submit the Price Sheet by the deadline may result in the vendor being assessed penalty points.

A sample Price Sheet may be found in the Appendix of this manual.

The Price Sheet is revised periodically in response to changes ~~in~~ to the WIC Food List. The vendor must always ensure that only the most updated version of the price sheet is completed. In completing the Price Sheet, ensure that:

1. Only the prices of the foods listed must be entered. If the store does not carry a certain item, leave the space blank. (**The Minimum Stock Requirements for each type of WIC food are also shown on the Price Sheet.**)

2. Enter prices <u>only</u> for the sizes listed. Example: $2.00 for 1 dozen eggs

3. Enter unit price only. Example: $2.20 for 1 – 46 oz can grapefruit juice

4. Cereals: National brands such as Post® Grape Nut Flakes: 14 oz - $4.50; Store brand or private label: Flavorite® Bran Flakes: enter package size and price per package. Do not write the price of national brand product if only store brands are authorized.
5. Complete, sign and return the form to the State WIC Office.

☺ For record purposes, always make file copies of the Price Sheet before submitting the form to the State WIC office!

Prices of WIC Foods

Stores that are authorized as WIC vendors must offer competitive prices. These vendors must charge WIC participants (parents, caretakers of infant or child participants or proxies) the current shelf price or less for WIC foods.

Vendors must allow WIC participants to participate in sales promotions or special offers such as “buy one, get one free.” However, the item that is bought must be a WIC-eligible food although the free item is not required to be WIC eligible.

Allowable Payment or Reimbursement Levels for WIC Warrants

In order to determine if a store is charging competitive prices, each vendor is assigned to a Peer Group as described below. Allowable price limits are calculated for each Peer Group and for each type of WIC warrant, based on the specific foods listed on the warrant. The price limits are recalculated regularly, based on the Peer Group’s average redemption prices during a three month period, with an overage amount added to determine the maximum allowable payment level. This ensures that during periods of rising or falling prices, the maximum allowable payment levels will be adjusted accordingly.

Before approving a WIC warrant for payment, the State WIC agency’s bank verifies that warrant prices are within the allowable limits for the type of warrant in the vendor’s Peer Group. If a purchase price is not within the allowable price limits, the vendor will receive an automatic payment for the allowable payment amount for the warrant. A report that shows details of any WIC warrants that were rejected, the reasons for the~~,~~ rejections and, the payment amounts for any warrants that exceeded the maximum allowable payment or reimbursement levels can be generated.

Vendors may submit documentation to the State if they believe the State’s allowable payment or reimbursement levels are too low or if they believe they are not assigned to the correct vendor Peer Group and want to be reclassified. It is very rare that a reclassification request to a lower group is granted. Vendors should complete the WIC Vendor Reclassification Request form (see appendix).

Criteria that may be considered for reclassification are:

- If the vendor is from a very small community with a limited need to stock certain items. For example,a small number of clients purchasing specific formulas or tofu. Most of these issues can be handled through the exemption process rather than a reclassification request.

- If the vendor historically redeems a small number of checks each month.
- If there is a larger store in the community that redeems the majority of warrants.

The State will verify this information through anonymous phone calls and monitoring visits. Vendors who provide false statements will be assessed sanction points, which could result in the suspension or termination of their WIC Vendor Agreement.

Vendor Monitoring

Federal regulations require routine monitoring visits on a minimum of five percent of the number of vendors authorized by the State agency as of October 1 of each fiscal year in order to survey the levels of abuse and errors among authorized vendors and to take appropriate actions, as appropriate.

Local agencies conduct routine monitoring and coordinate. Compliance buys are conducted in the urban areas by local agencies as directed by the State agency. Inventory audits of rural vendors are performed by the State agency in areas where undercover compliance buys are not feasible. Visits are unannounced and are not scheduled.

WIC vendor monitoring of vendors includes, but is not limited to, the following activities:

- Review of infant formula invoices
- Price checks: Determines if the vendor is charging the current shelf price or less for WIC food items and the prices are marked on the shelf or product for each WIC food item
- Review of redeemed WIC warrants and FVVs on hand
- Treatment of WIC customers
- Quality (freshness): Confirms the WIC food items stocked are fresh and of good quality, and the expiration dates on the food item has not expired
- Verifies that the WIC acronym or logo is not used inappropriately
- Inventory of WIC food items: Determines if vendor complies with the minimum stock requirements

<u>Above 50% (A-50%) Vendors</u>

Above 50% (A50%) vendors are those that derive more than 50% of their annual food sales revenue from WIC food instruments (WIC checks), and new vendor applicants expected to meet this criterion under guidelines approved by the USDA, are defined as A50%. Annually, the State will assess its authorized vendors to determine whether or not any vendor would need to be reclassified as an A-50% vendor. Assessment will include the review of vendors' volume of WIC redemptions, information collected from the spring and fall price sheets, vendor application, and the TIP and SNAP reports. The State will also reassess the status of new vendors within six months after authorization to determine if any of the new vendors meet the A50% criterion and take necessary action such as terminating the vendor agreement or reassigning them to the appropriate peer group. Vendors terminated for A-50% status can request an Abbreviated

Administrative Review. State selection and authorization criteria preclude the authorization of an A50% applicant vendor.

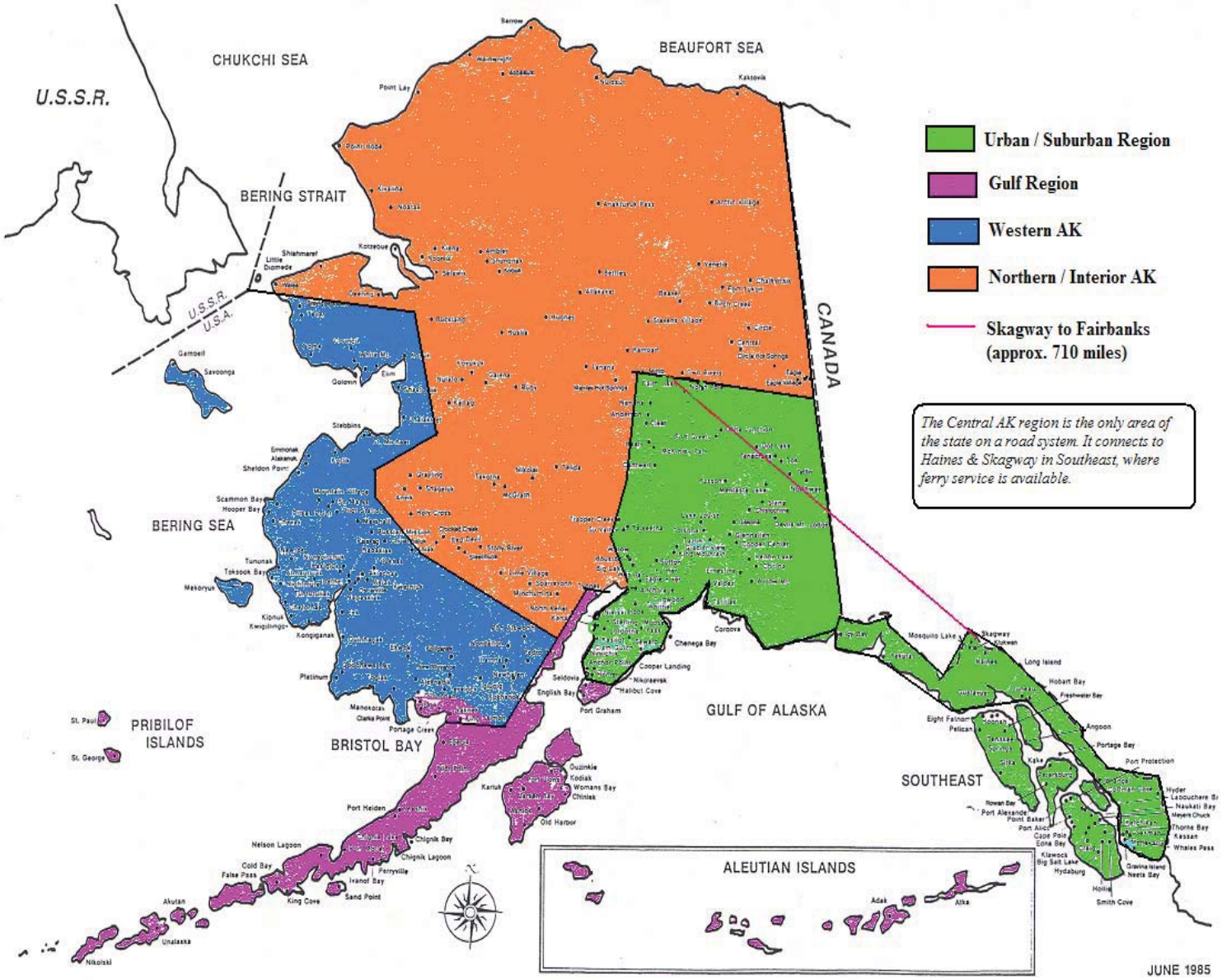
If an applicant vendor is not authorized as FSP/SNAP vendor, the State will use the "Food Sales Calculator" to confirm a vendor's status. The "Food Sales Calculator" will also be used to confirm whether or not vendors shown on the TIP (WIC-6) report indicates that they are an A-50%. The gross sales figure applied to the calculator would be from a documented source such as a vendor's tax return.

Vendor Peer Groups

Peer groups are based on various factors that affect vendor pricing such as type or size of store, volume of business, type or size of community (urban, rural, remote,) location or geographic area and methods/costs of freight delivery. Peer groups are evaluated on a regular basis to ensure they are effectively comparing pricing among groups of similar vendors. Alaska has eight peer groups.

The effectiveness of the peer grouping will be assessed at least once every three years, and will be modified, as necessary.

The map below shows the geographic distribution of vendor peer groups in Alaska at the time of this printing:


U.S.S.R.
CHUKCHI SEA
BEAUFORT SEA
BERING STRAIT
U.S.S.R.
U.S.A.
CANADA
BERING SEA
PRIBILOF ISLANDS
St. Paul
St. George
BRISTOL BAY
GULF OF ALASKA
SOUTHEAST
ALEUTIAN ISLANDS
Urban / Suburban Region
Gulf Region
Western AK
Northern / Interior AK
Skagway to Fairbanks (approx. 710 miles)
The Central AK region is the only area of the state on a road system. It connects to Haines & Skagway in Southeast, where ferry service is available.
JUNE 1985

Chapter 5 WIC Warrants

WIC warrants are sometimes referred to as "WIC Checks." Each WIC participants may be issued up to five (5) warrants each month. This helps ensure that perishable items such as milk, do not have to be purchased all at once. A WIC participant could receive up to three months' worth of warrants at a time. WIC warrants must be redeemed ONLY during the valid redemption dates printed on the front of each warrant. This ensures that participants receive their prescribed foods on a monthly basis.

"Special" WIC warrants are sometimes issued. These may contain special formula or medical foods; goat milk; lactose-reduced milk; etc. WIC participants can get these items **only if printed** on their warrants.

WIC warrants can be redeemed at any AK WIC vendor statewide. Section VII-A of the Vendor Agreement, see Appendix, details the procedures and vendor responsibilities for redeeming WIC warrants.

WIC warrants contain the following information:

- Valid Dates
- Warrant number
- Specific food items in the maximum allowable quantities
- Name of participant and alternate (if designated)
- Box for entering the vendor number (number designated by WIC upon authorization
- Box for entering total cost of WIC foods purchased
- Signature line

Example:

- A warrant for an infant usually includes the following items:

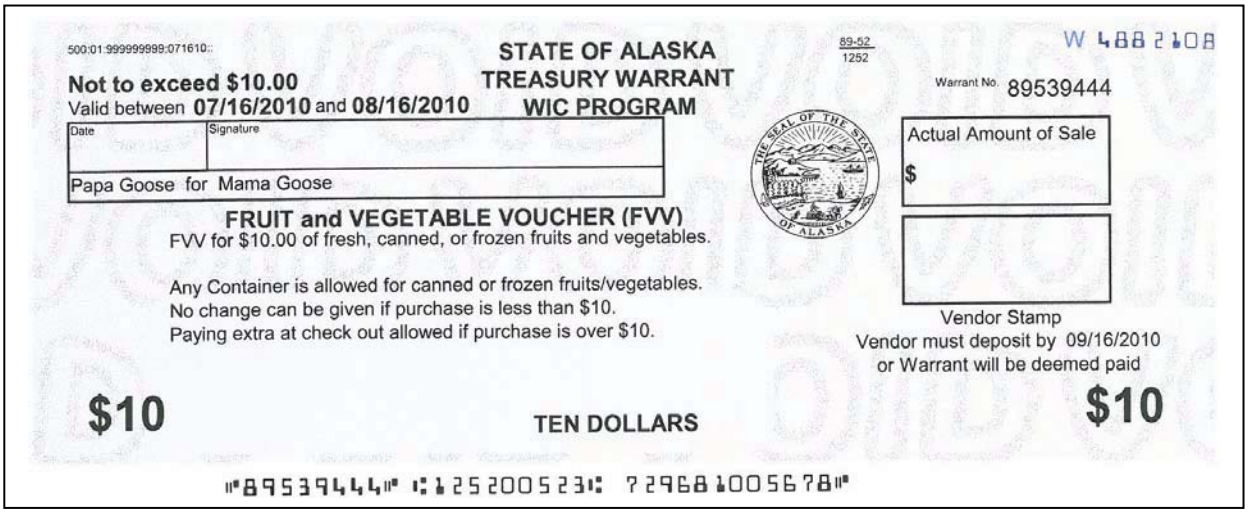
  iron-fortified infant formula
  iron-fortified cereal
  jarred fruits, vegetables, and/or infant meats

- Women's and children's warrants usually include:

milk and/or cheese	fruit juice, high in Vitamin C
eggs	peanut butter or dried beans, peas and lentils
hot or cold cereal	carrots and tuna (for breastfeeding women)
fruits and vegetables	whole grain breads, tortilla, and/or brown rice

Fruit and Vegetable Vouchers (FVV)

SAMPLE: WIC FRUIT AND VEGETABLE VOUCHER (FVV)


500:01:999999999:071610::

STATE OF ALASKA
TREASURY WARRANT
WIC PROGRAM

89-52
1252

W 488 2108

Warrant No. 89539444

Not to exceed $10.00
Valid between **07/16/2010** and **08/16/2010**

Date | Signature

Papa Goose for Mama Goose

Actual Amount of Sale
$

FRUIT and VEGETABLE VOUCHER (FVV)
FVV for $10.00 of fresh, canned, or frozen fruits and vegetables.

Any Container is allowed for canned or frozen fruits/vegetables.
No change can be given if purchase is less than $10.
Paying extra at check out allowed if purchase is over $10.

Vendor Stamp
Vendor must deposit by 09/16/2010
or Warrant will be deemed paid

$10 **TEN DOLLARS** **$10**

⑈89539444⑈ ⑆125200523⑆ 72968100567 8⑈

An FVV is a check, voucher or other payment method with specific cash value (example, $6, $10, or $15) which can be used to obtain fruits and vegetables only.

Local agencies will issue one fruit and vegetable voucher (FVV) to each WIC participant once a month. For participants who do not come to the WIC clinic to pick-up WIC warrants and/or FVVs, these will be sent by mail. The participants will redeem their FVVs at their local WIC vendor(s). Participants living in areas not served by any authorized vendors will receive approved canned vegetables and fruits through the mail from a WIC Contracted Mail-Out-Vendor.

FVV shall be issued in $6, $10, or $15 amounts. FVVs lost or stolen cannot be replaced.

Cashing FVVs require picture/or signature identification card which must be verified at time of purchase. Only an authorized WIC vendor of Farmer's Market, Farm Stand or farmer can cash FVVs.

Parents or caretakers of infant or child participants, and proxies can pay the difference when the purchase of allowable fruits and vegetables exceeds the face value of the voucher. Payment for the excess purchase is subject to any tax which applies to non-WIC purchases of fruits and vegetables and may be made by cash, credit or debit card, Food Stamp EBT card. FVVs can be combined for example, a breastfeeding mother can combine hers with that of her child(ren).

The Vendor shall not make cash refunds of fruits or vegetables, issue rain checks or issue cash change to a WIC participant for purchases less than the total value of a FVV. WIC participants may not be given cash or credit for unused portion of the FVV. Goods purchased with an FVV cannot be exchanged for unauthorized item.

The Vendor must write or imprint "WIC" on cash register receipts for WIC purchases.

The Vendor will allow exchanges only for an identical authorized supplemental food item when the original authorized supplemental food item is defective, spoiled, or has exceeded its “sell by,” “best if used by,” or other date limiting the sale or use of the food item. An identical authorized supplemental food item means the exact brand and size as the original authorized supplemental food item obtained and returned by the participant, parent or caretaker of infant or child participants, and proxy.

The date on which the FVV is accepted by the Vendor must be written in the designated space on the face of the FVV.

Purchase price of the fruits and/or vegetables purchased with the FVV must be entered on the FVV before it is signed by the participant, parent or caretaker of an infant or child participant, or proxy. FVV must be signed in the presence of the cashier.

The Vendor will not charge nor collect sales tax on WIC food purchases.

The Vendor’s assigned number shall be stamped in the designated space on each FVV prior to deposit. If a Vendor’s number stamp is lost, or damaged such that the imprint is not clearly legible, Vendor shall notify the WIC State agency immediately to request a replacement.

The Vendor shall deposit all FVV within 60 days of the first valid date printed on the FVV. All FVV deposits must be made directly to Vendor accounts. The Vendor may not sign FVV over to any third party.

The Vendor shall not require a cash purchase or charge participants, parents/caretakers or proxies for fruits and/or vegetables obtained with FVV.

Disposition/Redemption

Peer group reimbursement requirements do not apply to FVVs. Authorized WIC vendors are classified into peer groups for the purpose of redeeming FVV. The use of maximum allowable amount or not-to exceed limits (NTEs) do not apply.

Review of Errors

FVV shall be processed through the AK WIC Program’s banking services contractor pre-edit system before payment to the vendors or farmers.

Fatal and non-fatal errors identified during the pre-edit process shall have the same consequences to the vendor as contained in Section VII (B) of the Vendor Agreement.

Cashier Instructions for Accepting Alaska WIC Warrants and FVV

1. Check the WIC participant's picture ID. The name on the ID must be on the WIC warrant(s).
2. Check the dates printed on the warrant(s). DO NOT accept a warrant before the first date or after the last date printed on the warrant (Vendors will not be paid for warrants accepted outside the valid dates).
3. Compare the amounts and types of foods selected by the participant with the items printed on the warrant(s). Refer to the WIC Food List to verify that the foods selected are the specific food types and brands authorized for purchase.

   The participant is not required to buy all of the foods on the warrant (except infant formula). The participant cannot buy more than the amounts listed on the warrant; however, like other customers, the WIC participants may use the store's "buy one, get one free" offers. The participant **must buy all the infant formula** designated on the warrant.

   If there is a "buy one, get one free" offer, the item being bought with the WIC warrant must be a WIC-approved food, but the "free" item does not have to be on the Food List.
4. Ring up the items, separating by warrant if there is more than one warrant. Deduct for any coupons and do not charge sales tax. Write the total amount of sale on each warrant for the listed items that were purchased. A single warrant (does not refer to FVV) cannot exceed **$200**.
5. The WIC participant verifies that the total is correct, signs, and dates the warrant.
6. Compare the signature on the warrant with the signature on the participant's ID.
7. Write or imprint "WIC" on the back of the cash register receipt.
   - WIC purchases are tax exempt.
   - Rain checks cannot be given for WIC foods.
   - Do not accept warrants that appear to be altered.
   - Do not give cash refunds for WIC purchases.
8. If the cashier makes an error when writing the amount on the warrant, follow the procedure on the next page to correct the amount on the warrant.
9. **Stamp** the store's Vendor Number in the box below the actual amount of sale on the front of the warrant before depositing in the bank.

WIC Participant Responsibilities

WIC participants are responsible for using WIC warrants correctly. They are provided training on how to shop with WIC warrants by their WIC clinics. If a WIC participant tries to purchase non-WIC items or is abusive, please inform the local WIC agency. The vendor may also use the Retraining Form or the Alaska WIC Program Complaint Report form found in this manual. The WIC Program will take appropriate follow-up actions against participants for fraud and abuse.

Errors on WIC Warrants

During a WIC transaction, a cashier may make an error and write an incorrect "amount of sale" on the warrant. An incorrect amount may be due to:

- Failure of the customer or cashier to include a WIC item
- Including an unauthorized (non-WIC) food or a food not listed on the warrant
- Charging sales tax by mistake
- Charging the wrong amount for a WIC food item
- Writing the total on the wrong warrant (if the customer has more than one)
- Transposing numbers or just writing the wrong amount

In addition, a participant may make an error and write the incorrect date on the warrant or alter the date or write it illegibly. After the participant dates and signs the warrant, the cashier should check these to verify correctness and clarity.

Procedure for Correcting Error on WIC Warrants

If an error is made during a WIC warrant transaction, the following procedures must be followed to correct the error. Failure to follow these procedures may cause the warrant to be rejected by the bank.

1) Use the following procedures to correct error**:**

    a) Draw a single line through the incorrect amount or date.

    b) Clearly write the correct amount next to (a) in ink.

    c) The cashier or a store manager or Person in Charge (depending on the store's policy), must initial the correction written next to the corrected amount.

Once the warrant has been properly corrected, it may be stamped with the vendor number and deposited at the vendor's bank.

500:01:999999999:101607::

Not to exceed $200
Valid between **10/16/2007** and **11/16/2007**

STATE OF ALASKA
TREASURY WARRANT
WIC PROGRAM

89-52
1252

W319755

Warrant No. 83773379

Date	Signature
Mother Or Father for Baby	

Actual Amount of Sale
$

36 oz.....CEREAL
2 LB.....CHEESE
1 doz.....EGGS, sm, med, lg or xl
2.....JUICE, 46 oz, 11.5 oz conc., or 11.5-12 oz frozen
1 gal.....MILK, fresh
18 oz.....PEANUT BUTTER or 1 LB dry BEANS/PEAS/LENTILS

Vendor Stamp
Vendor must deposit by 12/16/2007
or Warrant will be deemed paid

⑈83773379⑈ ⑆125200523⑆ 7296810056 78⑈

WIC Farmers' Market Nutrition Program (FMNP) Warrants

The WIC Farmers Market Nutrition Program (FMNP) promotes the purchase of fresh fruits, vegetables and herbs from farmers and farm stands in Alaska. FMNP warrants which would be used throughout the growing season.

FMNP warrants CANNOT be used at retail grocery stores and, but like regular WIC warrants, they cannot be exchanged for cash.

FMNP warrants cannot be accepted at retail grocery stores. A sample FMNP warrant is shown below:

:5:-1693499782:032301:FMNP:FMC

WIC Participant must use this warrant between 06/01/2005 and 10/31/2005

State of Alaska
Farmers` Market Warrant
WIC Program

89-52
1252

Warrant No. **99980043**

This check may ONLY be used at WIC approved Alaska Farmers' Market and Farm Stands to buy locally grown fresh vegetables, herbs, fruits, and berries.

NO CHANGE.
NOT GOOD FOR CASH.
NOT GOOD AT GROCERY STORES.

VOID

Amount of Sale
$5.00
Farmer Official Stamp

FARMER: Do not accept unless you have an Alaska WIC Program Farmers` Market Agreement.
ALL FARMERS` MARKET WARRANTS MUST BE DEPOSITED BY NOVEMBER 30. 2005

No payment without official stamp

⑈99980043⑈ ⑆125005 23⑆

Sample FMNP Warrant

Chapter 6 Program Violations

Vendor Errors

Vendor errors may be detected by means of participant complaints, undercover compliance investigations, monitoring or the number of WIC warrants rejected by the bank. Vendors will be notified of errors and, may be offered additional training opportunities by the local WIC agency. If errors continue, vendor staff may be required to participate in mandatory training. If it appears that efforts to reduce errors through education are not effective, the State Agency may take administrative action such as issuing an administrative warning. Errors may result in rejected or adjusted payments of WIC warrants, assessment of monetary claims or other sanctions in accordance with the Penalty Point and Sanction Schedule.

These types of violations may include, but are not limited to, the following:

- Collecting sales tax on WIC purchases.
- Accepting WIC warrants outside of the valid dates shown on the warrant.
- Requiring a customer to make a cash purchase to redeem a WIC warrant.
- Refusing to accept manufacturers' coupons for WIC purchases.
- Giving cash refunds for WIC purchases.
- Other errors in carrying out the routine provisions of the vendor agreement.

Rejected or Adjusted Payments for WIC Warrants

The State agency's banking contractor will reject payment of WIC warrants that contain certain types of errors. Some errors may be corrected by the vendor and the warrant re-deposited; for example, a missing or illegible vendor number stamp.

Other errors are considered "fatal" errors. These warrants will not be paid and the vendor cannot re-deposit the warrant. Fatal errors include:

- Accepting WIC warrants outside of the valid dates printed on the warrant.
- Failing to have the WIC participant or alternate sign the warrant.
- Altering information on a warrant, such as valid dates or authorized foods, or accepting an altered warrant.

Sanctions

Any authorized vendor found to be in violation of federal requirements and/or Alaska WIC Program's policies will be assessed a sanction consistent with the severity and nature of the violation. Vendor violations means any intentional or unintentional of a vendor's current owners, officers, managers, agents, or paid or unpaid employees (with or

without the knowledge of management) that violates the Vendor Agreement/Contract, federal or state regulations, statutes, policies or procedures governing the Program.

Monetary Claims by the State

The State agency may make monetary claims in lieu of disqualification, against a vendor for vendor violations. Monetary claims may constitute the partial or full purchase price of each warrant that contained a vendor overcharge or other error. Monetary claims must be paid by the vendor within thirty (30) days of notification.
The State agency may offset the claim against current and subsequent amounts to be paid to the vendor. The State agency will provide the vendor with an opportunity to justify or correct the vendor overcharge or other error.

IN ADDITION TO CLAIMS, if a pattern of redeeming warrants outside of valid dates, overcharges or other errors continues, the State agency may take administrative action such as issuing an administrative warning, placing the vendor on probation, suspending or disqualifying the vendor. Monetary claims by the State agency may result from (but are not limited to) the following:

- Redeeming a WIC warrant outside the 30-day period during which it is valid for redemption by a WIC participant. The valid dates are printed on all WIC warrants. The claim will be the total amount charged on the WIC on the WIC warrant(s).
- Charging a WIC participant ♦ more than the current shelf price for an item, ♦ for a WIC item not received by the customer or ♦ at prices that exceed the prices quoted on the vendor's price sheet. The claim may be up to the total amount charged on the WIC warrant(s).

Penalty Points

Penalty points will be applied to vendors that violate WIC Program regulations, based on the severity and nature of the violations and whether the violations involve repeated offenses over a period of time.

Penalty points will be assessed in accordance with the schedule below; monetary claims and mandatory federal sanctions may also be imposed. Points will accumulate for a three (3) year sanction period that begins on the date penalty points are first assessed.

Penalty points that have been assessed for a particular State agency violation may be removed during a three year sanction period upon verification by the State agency that vendor has:

a) satisfactorily completed all required training; and
b) not had a repeat occurrence of the same violation during the one (1) year period following assessment of penalty points.

Penalty points will not be removed for violations that may lead to mandatory federal sanctions.

Penalty point accrual will be a factor in determining if a vendor will be offered a new Vendor Agreement and reauthorized.

State Agency Sanctions: Penalty Points and Sanction Schedule

Penalty Points accumulated will result in the following sanctions:

40	Probation for 6 months & mandatory training (can still accept warrants)
60	Probation for 1 year & mandatory training (can still accept warrants)
80	Suspension for 6 months (cannot accept warrants)
100	Disqualification for 1 year (cannot accept warrants & must apply for reauthorization)

Unauthorized use or misuse of the WIC Acronym, Logo or Facsimile shall result in a one year disqualification/termination

TYPE OF VIOLATION	OCCURRENCE	PENALTY POINTS
Refused to allow purchase of authorized WIC food OR refused to honor manufacturer's coupon or store special for approved WIC item	each occurrence	5
Failure to submit payment for monetary claims within 30 days of notification	each notice unpaid	5
Failure to submit a completed Price Sheet by deadline	each occurrence	5
Having foods on the shelf with expired “sell by” dates	each visit or store inspection	10
Improper storage of foods requiring refrigeration	each occurrence	10
Refused to allow WIC staff access to inventory records	each occurrence	15
Failure to provide required information or documentation regarding annual food sales, food stamp sales, invoices or other record of purchases	each occurrence	15
Failure to maintain an acceptable record of inventory of WIC foods	each occurrence	15
Failure to have required minimum stock of WIC foods; (continued failure to maintain required stock will result in termination)	each monitoring visit or store inspection	20
Providing incentive items to customers (if vendor gets more than 50% of annual food sales from WIC)	each occurrence	50
Allowed purchase of unauthorized food with WIC warrant (also see Mandatory Federal Sanctions)	each occurrence	50
Charging for WIC food items provided in excess of those listed on warrant (also see Mandatory Federal Sanctions)	each occurrence	50
Unauthorized use or Misuse of WIC Acronym, Logo or Facsimile as mentioned in Section X(B) of Vendor Agreement	single occurrence	Disqualification for One year

Mandatory Federal Sanctions

Mandatory federal sanctions or civil money penalties will be imposed by the State agency for reasons of significant program abuse. Mandatory vendor sanctions are:

Type of Sanction	Definition
i. Permanent disqualification	A vendor convicted of trafficking in WIC warrants or cash 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 WIC warrants or cash vouchers. State Agency shall not provide the vendor with prior warning that violations were occurring before imposing sanction.
ii. Six year disqualification	One incidence of buying or selling WIC warrants or cash vouchers for cash (trafficking); or one incidence of selling firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for WIC warrants or cash value vouchers. State Agency shall not provide the vendor with prior warning that violations were occurring before imposing sanction.
iii. Three-year disqualification	One incidence of the sale of alcohol or alcoholic beverages or tobacco products in exchange for WIC warrants or cash value vouchers; State Agency shall not provide the vendor with prior warning that violations were occurring before imposing sanction.
iii. contd *Three-year disqualification*	*Except for item (a) below, the State agency must notify a vendor in writing when an investigation reveals an initial violation for which a pattern of violations must be established in order to impose a sanction before another such violation is documented; unless the State agency determines that notifying the vendor would compromise the investigation.* *(a) A pattern of claiming reimbursement for the sale of an amount of a specific WIC food item which exceeds the store's documented inventory of that WIC food item for a specific period of time; or* *(b) A pattern of charging WIC customers more for WIC food items than non-WIC customers or charging WIC customers more than the current shelf or contract price; or* *(c) A pattern of receiving, transacting and/or redeeming WIC warrants or cash value vouchers outside of authorized channels, including the use of an unauthorized vendor and/or an unauthorized person; or* *(d) A pattern of charging for WIC food items not received by the participants,*

	parents or caretakers of infant or child participants, and proxies; or *(e) A pattern of providing credit or non-food items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for WIC warrants or cash value vouchers.*
<u>iv.</u> One-year disqualification	The State agency shall disqualify a Vendor for one year for a pattern of providing unauthorized food items in exchange for WIC warrants, including charging for WIC food items provided in excess of those listed on the WIC warrant. Except for item (a) above, the State agency must notify a vendor in writing when an investigation reveals an initial violation for which a pattern of violations must be established in order to impose a sanction before another such violation is documented; unless the State agency determines that notifying the vendor would compromise the investigation.
Second mandatory sanction	When a vendor, who previously has been assessed a sanction for any of the violations listed in ii-iv of this section receives another sanction for any of these violations, the State agency shall double the second sanction.
Third or subsequent mandatory sanction	When a vendor who previously has been assessed two or more sanctions for any violations listed in this section receives another sanction for any of these violations, the State agency shall double the third and all subsequent sanctions.

Civil Money Penalties (CMP)

Civil Money penalties (CMP) may be imposed in lieu of permanent disqualification due to trafficking in food instruments or selling firearms, ammunition, explosives or controlled substances if the State agency determines that the disqualification would result in (a) inadequate participant access or (b) the vendor had, at the time of the violation, an effective policy and program in effect to prevent trafficking; and the ownership of the vendor was not aware of, did not approve of, and was not involved in the conduct of the violation. CMP may also be imposed in lieu of disqualification, (for violations that require mandatory disqualification for one, three or six years as described in the Mandatory Federal Sanctions,) if the State WIC office determines that disqualification would result in inadequate participant access.

CMP are calculated based on the vendor's average monthly redemptions for at least a 6-month period multiplied by 10 percent and by the number of months for which the store would have been disqualified. The CMP shall not exceed $11,000 for each violation. In addition, the total amount of CMP imposed for violations detected as part of a single investigation shall not exceed $44,000. The CMP levels for convictions in court for trafficking or illegal sales are $11,000 per violation, and the total CMP that may be imposed per such investigation shall not exceed $44,000.

The State agency cannot impose CMP in lieu of disqualification for third or subsequent sanctions for violations listed in the section on Mandatory Federal Sanctions. However, when during the course of a single investigation the State agency determines a vendor has committed multiple violations (which may be subject to State agency sanctions), the State agency must disqualify the vendor for the period corresponding the most serious mandatory violations; although all violations must be included in the notice of administrative action.

If a vendor does not pay, only partially pays, or fails to pay a CMP assessed in lieu of disqualification on time, the State agency will disqualify the vendor for the length of the disqualification corresponding to the violation for which the CMP was assessed.

The State agency will not accept voluntary withdrawal or non-authorization of contract from the Program as an alternative to disqualification for the violations, but will enter the disqualification on the vendor's record.

Food Stamp Program Compliance and Coordination

Effective December 1, 2009, all vendors must be licensed by the USDA Food and Nutrition Service as a Supplemental Nutrition Assistance Program (SNAP) retail provider (formerly Food Stamp Program).

The State agency will disqualify a vendor who has been disqualified by the Food Stamp Program. WIC disqualification due to Food Stamp program disqualification shall not be

subject to administrative or judicial review under the WIC Program. The State agency may disqualify a vendor who has been assessed civil money penalty for hardship by the Food Stamp Program. The vendor may request an administrative review of a WIC disqualification based on an assessment of a civil money penalty for hardship by the Food Stamp Program. Disqualification from the WIC program may result in disqualification as a retailer in the Food Stamp Program. Such disqualification may not be subject to administrative or judicial review under the Food Stamp Program.

Termination of Vendor Agreement/Disqualification of Vendor

A decision by the State agency to terminate a Vendor Agreement or disqualify a vendor will be based upon mandatory federal sanctions or a finding that one or more of the following has occurred:

- The vendor has accrued 100 or more penalty points during a three (3) year sanction period;
- The vendor has knowingly submitted false, erroneous, or inaccurate information on the WIC Vendor Application, in the business or financial information provided to the Department, on the WIC Food Price Sheet, or during the course of on-site monitoring of the vendor site;
- The vendor has refused to allow WIC Program representatives access to inspect the vendor site during normal business hours;
- The vendor has not fulfilled the terms of the Vendor Agreement, including maintaining the required minimum stock of WIC foods;
- The vendor has sold, leased, or discontinued the Business Entity or moved the Business Entity to a new location or new address; or
- The Vendor Corporation, partnership, or limited partnership has been voluntarily or involuntarily dissolved or the vendor sole proprietor has died.
- The State of Alaska identifies a conflict of interest between the vendor and the State of Alaska or its local agencies.
- The vendor fails to meet or comply with the current vendor selection criteria.

APPEALS/REQUEST FOR ADMINISTRATIVE REVIEWS

The State agency will provide vendors with not less than 15 days advance written notice by certified mail of adverse action to be taken during the course of the agreement performance period. Adverse action will be implemented after the 15 day advance notice period has elapsed. No advance notice will be provided for a disqualification due to a conviction of trafficking or selling firearms or illegal substances in exchange for WIC warrants.

A vendor may request an administrative review of the following:

a) Denial of an application to become an authorized WIC vendor based on the application of the vendor selection criteria for minimum variety and quantity of authorized supplemental foods or on a determination that the vendor is attempting to circumvent a sanction.
b) Imposition of penalty points
c) Probation or suspension.
d) Disqualification, (except in case of a reciprocal WIC disqualification as a result of Food Stamp Program disqualification).
e) Imposition of fines or civil money penalties (CMP) in lieu of disqualification
f) Termination of vendor agreement for cause.

The following are not subject to administrative review:

a) The validity or appropriateness of the State agency's vendor selection criteria.
b) The State's participant access criteria or determinations.
c) The State's criteria for determining if a vendor or vendor applicant is expected to derive more than 50% of annual food sales from WIC.
d) Expiration of the vendor agreement.
e) The validity or appropriateness of the State agency's vendor peer group criteria.
f) Disputes regarding food instrument/warrant payments and vendor claims (other than the opportunity to justify or correct a vendor overcharge or other error or ensure compliance with applicable price limitations and to detect questionable food instruments).
g) Disqualification of a vendor as a result of disqualification from the Food Stamp Program.
h) The State agency's determination to include or exclude an infant formula manufacturer, wholesaler, distributor or retailer from the list.
i) The validity or appropriateness of the State agency's prohibition of incentive items
j) The State agency's determination whether to notify a vendor in writing when an investigation reveals an initial violation for which a pattern of violations must be established in order to impose a sanction.

If the vendor chooses to appeal an action by the State, the vendor must file a written appeal within 30 days with:

The Director
Div. of Public Assistance
Department of Health and Social Services
P.O. Box 110603
Juneau, Alaska 99811-0603.

The appeal must include a statement setting forth the State agency action which the vendor is contending, and the reasons for appealing the action. Evidence supporting the vendor's statement should be included. Requests for appeal will be reviewed, and hearings conducted, in accordance with State of Alaska administrative hearing regulations. The vendor may appeal the decision through the courts.

Chapter 7 Appendix

DEFINITIONS

Above 50 percent (A50%) Vendor – A vendor that derives more than fifty percent of its annual food sales revenue from WIC sales.

Administrative Warning - a written notice which describes the nature of a violation of the WIC Program regulations by a vendor, and a request for correction of the violation.

Alaska WIC Food List - the published list of State of Alaska authorized WIC Foods.

Alaska WIC Vendor Application - the application forms and other required materials submitted by a Business Entity to notify the Department that the Business Entity desires to become a WIC Vendor.

Alternate or Proxy - a person who is authorized by the local agency to pick up and or redeem WIC warrants in place of the participant.

Applicant - the individual, partnership, limited partnership, unincorporated association, or corporation applying to be a WIC Vendor.

Authorization – means the process by which the Alaska WIC Program assesses, selects, and enters into an agreement with food retailers/grocery stores. An authorized WIC vendor has met the WIC Vendor selection criteria and has accepted a WIC Vendor Agreement as a WIC Vendor.

Business Entity - the retail business which an Applicant or authorized WIC Vendor operates at a particular Vendor Site.

Fruit and Vegetable Voucher (FVV)– a check, voucher or other payment method with specific cash value (example, $6, $10, $12, or $15) that can be used only to obtain fresh fruits and vegetables.

Civil Money Penalty – a monetary penalty that can be submitted in lieu of a sanction.

Commissioner - the Commissioner of the Alaska Department of Health and Social Services or his/her designee.

Compliance Buy – a covert, on-site investigation in which a representative of the WIC Program poses as a participant, parent, or caretaker of an infant or child participant, or proxy, transacts one or more WIC warrants, and does not reveal during the visit that he or she is a program representative.

Department - the Alaska Department of Health and Social Services.

Department Representative or Representative of the Department - an employee or authorized agent of the Department.

Disqualification - action taken to suspend a WIC Vendor's participation in the WIC Program for reasons of fraud, abuse, or other Program violations.

Food Sales – when reporting "total annual food sales," vendor should include sales of all foods that are allowed to be purchased with Food Stamp benefits.

Grocery Store - a fixed and permanent retail store whose primary business is the sale of food.

Hearing Officer - the person authorized by the Commissioner or his/her designee to preside at the formal administrative hearing.

High-Risk Vendor – a vendor identified as having a high probability of committing a vendor violation through application of the criteria established in §246.12(j)(3) and any other additional criteria established by the State agency.

Incentive Items – may include, but are not limited to, cash prizes, lottery tickets**,** transportation, sales or specials and other free food or merchandise. Minimal customer courtesies of the retail food trade, such as bagging or helping load groceries are exceptions.

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

Local WIC Agency - a public or private, non-profit health or human services agency which provides WIC services, in accordance with the USDA WIC Regulations.

Participants - authorized pregnant women, breastfeeding women, postpartum women, infants, or children who are receiving supplemental foods or warrants under the WIC Program

Pharmacy - any store, shop, department, or other place, at a fixed and permanent location, where drugs, medicines, or liquid foods, prescribed by a physician licensed to practice medicine in all its branches, are dispensed, sold, or offered for sale at retail value for an individual.

Pre-Agreement On-Site Visit - an on-site visit to a vendor's retail food establishment to verify location and inventory.

Violation or non-compliance – an act against program rules, regulations, policies and procedure.

Redemption – the act of cashing WIC warrants according to WIC regulations and banking standards.

State WIC Agency - The agency of the Alaska Department of Health and Social Services, Office of Children's Services, which administers the Alaska WIC Program.

Supplemental Foods - Foods provided by WIC that are high in protein, iron, folic acid, calcium, and vitamins A and C. These are cereal, juice, infant formula, milk, eggs, cheese, carrots, tuna, pink salmon, peanut butter or dried beans, peas, and lentils.

USDA - the United States Department of Agriculture.

USDA WIC Regulations - the Regulations of the United States Department of Agriculture, Food and Nutrition Service, Special Supplemental Nutrition Program for Women, Infants, and Children.

Vendor or WIC Retail Vendor - the individual, partnership, limited partnership, unincorporated association, or corporation authorized by the Department to accept WIC warrants and to provide supplemental food to WIC Participants or Alternates of WIC Participants.

Vendor Number - the number assigned to a Vendor by the Department for validating WIC Warrants.

Vendor Site - a fixed and permanent location, operating as a Business Entity, listed in the WIC Vendor Application, which has been authorized by the Department for purposes of delivery of WIC Foods to WIC Participants or the Alternates of WIC Participants.

WIC-eligible special formula/medical foods – Certain products that are specifically formulated to provide nutritional support for individuals with a diagnosed medical condition that precludes the use of conventional foods.

WIC Foods - those competitively priced foods that have been placed on the WIC Food List, which have been determined by the Department to be nutritionally qualified for the WIC Program in the State of Alaska.

WIC Food Price Sheet - a form for reporting the vendor's current prices for WIC food items to the Department.

WIC Vendor Agreement - an Agreement signed by the WIC Retail Vendor and the Department for the provision of WIC Foods to Participants.

WIC Warrant - a negotiable voucher issued by a Local WIC Agency that specifies the quantity, size, and type of authorized foods prescribed for a WIC Participant for a designated time period, which can be taken to an authorized Vendor during that time period to purchase for the specified types and quantities of food

Women Infants and Children Nutrition Program (WIC) - the Federal Special Supplemental Nutrition Program for Women Infants and Children authorized by Section 17 of the Child Nutrition Act of 1966, as amended (42 U.S.C. 1786).

VENDOR APPLICATION

(Applications will be processed together with completed WIC food Price Sheet). *Please print clearly; provide all information requested on this application and complete a WIC Food Price Sheet. Submit both documents to:*

DPA/Family Nutrition Programs/WIC
130 Seward Street, Rm. 508
Juneau, AK 99801
Phone: 907-465-3100 Fax: 907-465-3416

For WIC Use Only

Status _____

Date Auth. _____

Vendor # _____

Peer Group _____

Store Name _____ Fed. Tax ID-FEIN _____

Mailing Address _____

City _____ State _____ Zip _____

Physical Address _____
(if different from above)

Telephone _____ Fax _____ Email _____

Owner's Name(s) _____ Phone: _____ Fax: _____

Owner's Address _____ Email _____

Store Manager: _____ Store Bookkeeper _____

If store is part of a chain, please provide the following:

Corporation Name: _____

District Manager: _____ Phone: _____ Fax _____

Mailing Address: _____

Type of Store: (check one)

_____ National / Regional Chain Supermarket
_____ Large Independent Supermarket
_____ Small Independent Store
____ Food Cooperative
____ Military Commissary
____ Pharmacy

Hours of Business:

Sunday	_____	Thursday	_____
Monday	_____	Friday	_____
Tuesday	_____	Saturday	_____
Wednesday	_____		

How long has business been in operation at the present site? _____

Has business been operated under another name? _____ Yes ____ No

If yes, what was the name? What were dates of operation?

Has this store previously been authorized as a WIC vendor in Alaska? ___ Yes ___ No

If yes, when? _____ Why or how did authorization terminate?

Do you expect WIC to generate more than 50% of store's annual food sales? ___ Yes ___ No

If YES, do you plan to offer incentive items to customers? ___ Yes ___ No

Avg. Annual Sales: Food $_____ + Non-Food $_____ = Gross $_____

Total Square Footage of Building _____ Sq. Ft. of Grocery Section _____

Number of check-out lanes _____ Number of Cashiers _____ Number of SKU's _____

Number of check-out lanes that can: _____ take EBT or debit cards _____ scan items
If store uses POS scanners, can "WIC" foods be identified? ____ Yes ____ No

Is this a full line / full service grocery store with at least 3 brands or varieties of most grocery items; including: meat, dairy, produce (fresh, frozen, canned) and dry goods? ___ Yes ___ No

Is this a convenience-type store with limited inventory and number of brands? ____Yes ____ No

Does store have: *(If yes, indicate approximate percentage of store area)*

_____ In-store Bakery	_____ Delicatessen	____ Fresh Produce
_____ Soup / Salad Bar	_____ Pharmacy	____ Frozen Goods
_____ Fresh Meat Dept (full service)	____ Floral / Gift Dept	____ Household Goods (non-food)
	____ Canned/Dry Goods	

Have any of the current owners, officers or managers of the store been convicted of or had a civil judgment against them during the past six (6) years for: *(check any that apply)*

____ fraud	____ falsification of records
____ antitrust violations	____ making false statements
____ embezzlement	____ receiving stolen property
____ theft	____ making false claims
____ forgery	____ obstruction of justice
____ bribery	

(If any items above are checked, please attach a written explanation.)

What is the name and address of the bank where WIC warrants will be deposited?

Name of store's primary wholesaler(s) for WIC food items and infant formula?

How are WIC food items delivered to your store (e.g. barge, by-pass mail, ferry, truck, other)?

Is this store authorized to accept **Food Stamps**? ____ Yes ____ No

Current **Food Stamp Authorization Number**: _____

What is store's average Food Stamp volume (in dollars) per month? $_____

What percentage of total monthly sales is from Food Stamps? _____

Has this store ever been suspended or disqualified from the Food Stamp Program?
____ Yes ___ No (If yes, please attach statement explaining when and why.)

WIC Training: *Check types of media that may be used:*

___ VCR/Video
___ Computer (CD/DVD or on-line)
___ Teleconference

Name of Store's
Cashier Trainer: _____

STATEMENT OF APPLICATION: The vendor named on this application is applying for authorization to participate in the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) administered by the Department of Health and Social Services for the State of Alaska. The vendor asserts that it is a full service retail grocery store and/or pharmacy in a fixed and permanent location. The vendor has received, reviewed and understands the Vendor Manual and Vendor Agreement which outline and govern the operation of the WIC program with respect to vendors. The vendor asserts that it and its employees will comply with WIC program regulations, policies and procedures, including, but not limited to:

1. maintaining the required minimum inventory of WIC foods at all times;
2. attending vendor training or education sessions;
3. training store employees regarding WIC procedures;
4. submitting accurate prices for WIC foods to the WIC Program at least twice per year;
5. being monitored for program compliance;
6. purchasing infant formula only from sources authorized by the Alaska WIC Program;
7. providing copies of inventory, purchase or sales records as requested;
8. other provisions as described in the WIC Vendor Agreement and Vendor Manual.

The undersigned asserts that: 1) all information on this application and the Price Sheet is true and s/he understands that false information may result in denial or withdrawal of authorization to participate in the WIC program; and 2) s/he is either the sole owner of the firm or s/he has the authority to enter into agreements for and on behalf of the firm; and 3) s/he understands this application is only a request for approval and NOT a vendor agreement and that no WIC warrants may be accepted, or claims for payment submitted, by the store until it has been notified by the state agency that it is authorized to redeem WIC warrants.

Signature: _____ Date:_____

Title: _____

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Bldg, 1400 Independence Avenue S.W., Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider.

Pre-Agreement On-Site Visit Report

Department of Health & Social Services
Div. of Public Assistance Family Nutrition Programs-WIC
130 Seward Street, Room 508
Juneau, AK 99801
(907)465-3100
FAX: (907) 465-3416

Prior to authorizing an applicant store as a WIC vendor, the State WIC Agency requires a WIC Local Agency representative to conduct an on-site visit at the store to verify location and inventory. Please provide detailed responses, observations and comments on this form to assist in evaluating the store's suitability as a WIC vendor.

Store Name: _____ Date of Visit: _____

Store Location: _____ Manager Name: _____

1. Is the store located in an area convenient for local participants? _____Yes ____ No

2. Does the store manager/representative understand and/or have previous experience with the WIC Program? (Who the WIC Program serves, what services it provides, and what role the vendor plays in the WIC Program.)

   _____Yes _____ No

3. Verify the accuracy of prices reported on the WIC Food Price Sheet submitted by the store, or complete a new Price Sheet during the store visit. (Attach a copy of applicant's Price Sheet.)

4. Does store have the required minimum stock of all WIC food items? ___Yes ___ No

   If NO, list items that are not in stock; explain and/or indicate when items will be received:

5. Does store provide a full line of grocery items, (including meat, dairy, produce (fresh, frozen, canned) and dry goods? ____ Yes ____ No (If no, please indicate types of items that are not stocked.)

6. Does vendor have fresh merchandise, (i.e. no stale dated products)? ____Yes ____ No

7. Is store clean and well-organized? _____ Yes _____ No

8. Does the vendor have a current Alaska business license? _____Yes _____ No

9. Does store have a posted "Alaska Food Code Establishment Permit" issued by the State of Alaska, Dept. of Environmental Conservation? _____Yes _____ No

10. Please review the terms of the WIC Vendor Agreement with the vendor representative. Does the vendor understand vendor responsibilities, and the penalties for not complying with the Vendor Agreement?

_____ Yes _____ No

11. Did you provide training on warrant redemption procedures? _____ Yes ____No

If No, when will training be provided (if Vendor is authorized)? _____

IF VENDOR IS LOCATED IN A RURAL AREA, PLEASE ANSWER QUESTION 12 and 13.

12. Approximately how many enrolled WIC participants live in the area where the vendor is located?
Women _____ Infants _____ Children _____

13. Small, rural vendors should be given an exemption from Minimum Stock Requirements for:
1) Infant formula and/or infant cereal - if there are no infants in the community requiring those items; and
2) Fresh Milk - if cooler or refrigeration capacity is limited.

(Vendors who are exempt from stocking infant formula must be notified by the local WIC agency if it becomes necessary to stock infant formula to meet client needs. In that event, the vendor must have formula in stock within five (5) business days of notification.)

After discussing stock requirements with vendor, please indicate if you recommend that this vendor be exempt from the WIC minimum stock requirements for the following items? *(If yes, put a checkmarks next to exempted item(s) below and indicate reason.)*

Reason for exemption:

__ infant formula
__ infant cereal
__ fresh milk

Other comments and observations about store visit:

I certify that I have visited this store and ____ do ____ do not recommend authorization as a WIC vendor.

_____ _____
(WIC Representative-Print Name) (Title)

_____ _____
Signature Date

STATE OF ALASKA DEPARTMENT OF HEALTH & SOCIAL SERVICES

SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS & CHILDREN

VENDOR AGREEMENT

PLEASE TYPE OR PRINT CLEARLY

THIS AGREEMENT IS ENTERED INTO by and between:

_____

Vendor Name/Doing Business As (hereinafter referred to as VENDOR); doing business at:

_____

and the Alaska Department of Health & Social Services, Division of Public Assistance, (hereinafter referred to as DEPARTMENT).

The Vendor is assigned the following VENDOR NUMBER for validating WIC Warrants:

_____
Vendor Number

The Department of Health and Social Services administers the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC). The Vendor agrees to adhere to all applicable existing regulations, policies, and operating procedures of the WIC Program and any subsequently enacted as a result of State or Federal legislation, including but not limited to 7 CFR Part 246, the AK WIC Policy and Procedure Manual, and the Alaska WIC Vendor Manual; the Vendor shall carry out this Agreement in accordance with the non-discrimination provision of the U.S. Department of Agriculture regulations (7 CFR Parts 15, 15a and 15b) and must comply with the Civil Rights Act of 1964. The Vendor agrees to provide WIC approved foods to eligible participants, parents or caretakers of infant or child participants or proxies in accordance with the provisions of this Agreement. Vendor includes owners, officers, managers, agents, and employees. Vendor shall be accountable for actions of its owners, officers, managers, agents, and employees who commit vendor violations in the use of WIC warrants or provision of supplemental foods. The Department is under no obligation to re-authorize a WIC Vendor at the time of expiration of the WIC Vendor Agreement. Vendors may not appeal the expiration of the Vendor Agreement.

SECTION I - EFFECTIVE TERM AND CONDITIONS OF AUTHORIZATION

1. This Agreement shall be in effect from the date of signature by the representative of the Department or October 1, 2009, (whichever is later,) through September 30, 2013.

2. This vendor agreement does not constitute a license or a property interest. If the vendor wishes to continue to be authorized beyond the period of its current agreement, the vendor must reapply for authorization. If a vendor is disqualified, the State agency will terminate the vendor's agreement, and the vendor will have to reapply in order to be authorized after the disqualification period is over. In all cases, the vendor's new application will be subject to the State agency's vendor selection criteria and any vendor limiting criteria in effect at the time of the reapplication.

   Any and all communications between the parties concerning re-authorization of an agreement shall be in writing to the Department and the individual listed in Section XV of this Agreement.

3. Either the Vendor or the State of Alaska may terminate this Agreement for cause with not less than 15 days advance written notice.

4. Authorization to accept WIC warrants and Fruit and Vegetable Vouchers (FVV) is valid only at the Vendor's fixed, permanent location. If there is a change in ownership or location, or if the Vendor is going out of business, the Vendor must provide written notice to the State of Alaska at least 15 days in advance. If Vendor finds it necessary to close temporarily for longer than one week, the State agency must be notified immediately.

5. This Agreement is null and void if store ownership changes or if the Business Entity moves to a new location or new address, unless the State agency determines in advance that the change of location is permissible under the existing vendor Agreement.

6. The death of the Vendor (if an individual) or the voluntary or involuntary dissolution of a Vendor Corporation, partnership, limited partnership, unincorporated association or firm shall cause the Vendor's authorization and this Agreement to be terminated.

7. The vendor must comply with the vendor selection criteria throughout the agreement period, including any changes to the criteria. The State agency may reassess the vendor at any time during the agreement period and will terminate the vendor agreement if the vendor fails to meet current vendor selection criteria.

8. The vendor agrees to comply with the vendor agreement and Federal and state statutes, regulations, policies and procedures governing the Program, including any changes made during the agreement period.

SECTION II - NONDISCRIMINATION

1. The Vendor shall provide services to all qualified participants, parents or caretakers of infant or child participants, or proxies without regard to race, color, national origin, age, sex, or handicap.

2. Information concerning individuals participating in the Special Supplemental Nutrition Program (WIC) will be disclosed only to the Department or its authorized representatives.

3. The Vendor shall offer program participants, parents or caretakers of infant or child participants, and proxies the same courtesies and services offered to other customers. The Vendor will serve WIC participants, parents or caretakers of infant or child participants, and proxies in the same checkout lines and following the same procedures used with other customers.

SECTION III – ELIGIBILITY & VENDOR SELECTION CRITERIA

The following eligibility and selection criteria are subject to verification by the State; (refer to the Vendor Manual for more information). Vendor certifies that:

1. The Social Security Number or Federal Employer Identification Number (FEIN) specified in this Agreement is the same number filed for the same business entity with the USDA Food Stamp Program and/or with the Alaska Department of Revenue.

2. All information provided to WIC on the vendor application, price sheet, and other forms is accurate and complete.

3. A full line of grocery items is stocked at the store, including meat, dairy, produce (fresh, frozen, canned) and dry goods; (this provision does not apply to pharmacies).

4. Vendor stocks at least the minimum required quantity of authorized WIC foods at all times.

   ♦ a minimum of two varieties of fruits,
   ♦ two varieties of vegetables,
   ♦ one whole grain cereal and,
   ♦ other supplemental foods contained in the Appendix (see Alaska WIC Minimum Stocking Requirement).

5. If vendor is required to stock infant formula, vendor will purchase infant formula only from companies on the List of Authorized Suppliers of Infant Formula provided by the State.

6. Prices for WIC foods will be competitive with prices charged by other similarly situated vendors, (in terms of type and size of store and geographic location).

7. WIC sales cannot make up, or be likely to make up, more than 50% of Vendor's total annual food sales. Refer to the Alaska WIC Vendor Manual for details.

8. Incentive items cannot be provided by vendors who derive, or are likely to derive more than 50% of total annual food sales from WIC, (if authorized to ensure participant access). Refer to the Alaska WIC Vendor Manual for details.

9. Vendor is accessible to WIC participants and WIC staff in terms of location and hours open for business.

10. None of Vendor's current owners, officers, or managers has been convicted of or had a civil judgment during the last 6 years for the following: fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, or obstruction of justice.

11. Vendor is authorized to participate in the USDA Food Stamp Program and is in compliance with the Food Stamp Program; vendor has not been denied, suspended, disqualified or

terminated, or assessed a civil monetary penalty by the USDA FSP during the two (2) years preceding authorization as a WIC Retail Vendor.

12. Vendor holds a valid Alaska Business License and any other licenses or permits required for business to be legally conducted in the State of Alaska.

13. Vendor shall not use, apply or affix the WIC acronym, logo or facsimile - ***in any form*** - on food products, in advertizing or on other promotional materials. The WIC acronym, logo and facsimile may not be used in a manner which suggests that the vendor may be affiliated with or sponsored by the State Agency, WIC or USDA. ~~.)~~ The use of the WIC acronym in advertizing is restricted. Vendors must submit any requests to use the WIC acronym in advertizing to the State for approval. The State shall approve the request if it states that the vendor "accepts WIC benefits" and does not confuse the public regarding its otherwise lack of affiliation with and sponsorship by the USDA.

SECTION IV - AMENDMENTS

1. The Department may amend this Agreement, in writing or issue policy guidance, to include or incorporate additional provisions which shall be required as a result of a change in Federal or State statute or regulation or which shall be required by the Department for the administration, operation, or evaluation of the WIC Program. The Vendor shall receive thirty (30) calendar days notice of the effective date of such amendments.

2. Should any such amendment be determined to be unacceptable by the Vendor, the Vendor may voluntarily withdraw from participation.

SECTION V - ASSIGNMENT

1. The Vendor shall not sell, assign, or transfer any interest in this Agreement, WIC Authorization, or WIC Vendor Number; nor shall it assign any claims for money due or to become due under this Agreement. Any actual or attempted sale, assignment, or transfer of the above shall be considered a breach of this Agreement.

SECTION VI - CIVIL LAW SUITS

1. The Vendor further agrees to hold the Department harmless for any liability for any compensation, award, or damage in connection with the Vendor's performance as a WIC Vendor or for any injury which might occur to any of the Vendor's employees, WIC participants or others as the result of any act, omission, or negligence of the Vendor.

SECTION VII (A) – ACCEPTANCE OF WIC WARRANTS AND FRUIT AND VEGETABLE VOUCHER (FVV)

1. WIC warrants/FVV will be accepted by the Vendor only:

    (a) when presented by WIC participants, parents or caretakers of infant or child participants, and proxies with picture/or signature identification card which must be verified at time of purchase, and

(b) during the valid dates printed on the face of the WIC warrants/FVV.

2. The Vendor shall not require a cash purchase or charge in any way for the use of the WIC warrants/FVV.

3. The Vendor shall only allow purchase of the authorized foods listed on the warrant/FVV and only in quantities that do not exceed those listed.

4. The Vendor shall charge only for the amount of food prescribed and selected. If a participant selects less than the prescribed amount, the vendor shall charge only for those foods selected.

5. The Vendor shall write or imprint "WIC" on cash register receipts for WIC purchases.

6. The Vendor shall not provide cash or items of value to the participant in place of authorized supplemental foods.

7. The vendor shall not accept returns of WIC foods purchased by WIC participants or make cash refunds of WIC foods.

8. The Vendor shall not exchange WIC warrants/FVVs for unauthorized food items, non-food items or credit (including rain checks).

9. The Vendor shall allow exchanges <u>only</u> for an identical authorized supplemental food item when the original authorized supplemental food item is defective, spoiled, or has exceeded its “sell by,” “best if used by,” or other date limiting the sale or use of the food item. An identical authorized supplemental food item means the exact brand and size as the original authorized supplemental food item obtained and returned by the participant, parent or caretaker of infant or child participants, and proxy.

   Other than for the reasons listed in 9 above, there shall be no substitutions.

10. The date on which the warrant/FVV is accepted by the Vendor must be written in the designated space on the face of the warrant/FVV.

11. Total price for the items being purchased that are listed on the warrant must be entered on the warrant <u>before</u> it is signed by the participant, parent or caretaker of an infant or child participant, or proxy. Warrants/FVVs must be signed in the presence of the cashier.

12. The purchase price charged to WIC participants, parents or caretakers of infant or child participants, and proxies for the supplemental foods shall be the current price, or less than the current price, charged to other customers. If a purchase price is not within the price limitations, established for peer grouped vendors in similar geographic areas doing a similar volume of business, the State may adjust the price or assess a monetary claim against the vendor.

13. The Vendor shall not collect sales tax on WIC food purchases.

14. The Vendor’s assigned number shall be stamped in the designated space on each warrant prior to deposit. If a Vendor’s number stamp is lost, or damaged such that the imprint is not clearly legible, Vendor shall notify the WIC State agency immediately.

15. The Vendor shall deposit all WIC warrants within 60 days of the first valid date printed on the warrant. All WIC warrant deposits must be made directly to Vendor accounts. The Vendor may not sign WIC warrants/FVVs over to any third party.

16. The vendor shall accept FVVs for the purchase of fruits and vegetables only. The vendor shall allow WIC participants, parents or caretakers of infant or child participants and proxies to pay the difference when the purchase of allowable fruits and vegetables exceeds the value of the voucher. Payment may be by cash, credit or debit card, Food Stamp EBT card. Payment for purchases exceeding the value of the FVV is subject to any applicable taxes. Multiple FVVs can be combined and redeemed in one purchase transaction. For instance, a breastfeeding mother can combine her FVVs with that of her children's.

SECTION VII (B) – PURCHASE PRICE AND WARRANT REDEMPTION PROCEDURES

Vendors authorized by the Alaska WIC program are classified into eight (8) peer groups:

i. Supercenter stores – these include supermarkets with other departments such as pharmacy, banking center of clothing department. The vendors can be in any location within the state,
ii. Urban/Suburban large stores – vendors having four or more check stands,
iii. Urban/Suburban Small stores - vendors with one to three check stands,
iv. Gulf-Bristol Bay Region – vendors located in this area
v. All WIC approved vendors in Northern-Interior Bush Alaska,
vi. All WIC authorized stores in Western Bush Alaska,
vii. WIC approved Pharmacies and,
viii. WIC authorized Military Commissaries.

These classifications are based on common characteristics which affect food prices such as type or size of store, volume of business, type or size of community(urban, rural, remote), location or geographic area and methods/cost of freight delivery.

Assessment of the effectiveness of peer groupings (which includes a reconciliation of redeemed warrants to price sheet quotes and, the re-examination of the factors that affect vendor pricing) is performed at least every three years to enhance system performance and ensure that payments to vendors for food items purchased by WIC participants are within competitive levels. Modifications could be made to the peer groupings based on the results of the assessment.

Payments to vendors are based on allowable price limits. The allowable price limits or Not to Exceeds (NTEs) are calculated for each peer group and for each warrant type since each WIC warrant has specific foods listed on the warrant. Every two weeks, the price limits are recalculated using each peer group's rolling average redemption prices (of each warrant type) for this period plus an 'overage' amount.

As at the time of this printing, the overage amount is 3-4 times the standard deviation of the average price.

Although the NTE level gives room for price fluctuations and ensures that 98-99% of the warrants are redeemed, the WIC program monitors and reviews price redemption levels to enhance the cost-effectiveness of the program and detect vendor overcharges.

The Alaska WIC program operates a "pre-edit" system which ensures that **all** WIC warrants are screened by Key Bank prior to payment. During this process, KeyBank verifies that:

i. the warrants are error-free. WIC warrants without any errors are paid as usual. The vendor's account with the bank of deposit is automatically credited with the purchase price on the warrants through the Automated Clearing House.

ii. the warrant prices are within allowable limits for the warrant type and the vendor's peer group.

The State WIC program authorizes its banking contractor to return WIC warrants unpaid to the vendors (with the reasons stamped on the warrants) if there are errors on the warrants.

Some errors are "fatal" and, cannot be corrected while other error conditions may be corrected. For these amendable errors, the warrant together with a completed "Request Form For WIC Warrant Electronic Reimbursement Payment" are re-deposited by the vendors to :

Key Client Services
NY– 31– 17 – 0170
AK Reimbursement
17 Corporate Woods BLVD
Albany, New York 12211

Detailed below is a list of the different types of errors, descriptions and the consequences to the vendors:

S/N	Types of Errors	Description	Consequences to vendors
1	Missing Authorized Vendor Stamp	WIC warrant is missing vendor stamp	Errors should be corrected and the warrants re-deposited at KeyBank
2	Illegible Vendor Stamp/Number	Vendor Stamp/Number cannot be read – is illegible	
3	Invalid Vendor Stamp/Number	Vendor stamp or number is not authorized by the State of Alaska	
4	MICR Discrepancy	The amount encoded (Magnetic Ink Characters read) by the depositing bank does not agree with the amount in the actual amount of sale box. Depositing bank should re-qualify the encoded amount with correct amount and re-deposit the item	
5	Altered Vendor Stamp	Vendor Stamp/Number has been altered	Errors are fatal. Warrants cannot be re-deposited at KeyBank
6	Missing Signature	Signature of WIC participant is missing	
7	Other Alterations	Alterations to other elements of the warrant	
8	Stale Date/Expired Date	Warrant was deposited before or after the dates specified on the warrants	
9	Exceeds Authorized Amount	Actual amount of sale exceeds allowable price limit(or Not To Exceed) set by Alaska WIC	
10	Altered Price	Actual amount of sale has been altered or changed	Errors are fatal. Warrants cannot be re-deposited at KeyBank
11	Missing Price	Actual amount of sale not recorded in	

		designated box	
12	Altered Signature	Signature of participant has been altered or changed	
13	Altered Date	Valid dates have been altered or changed	
14	Transaction Date Not Valid	Transaction date not between valid dates or is missing	
15	Future Date	Date deposited by vendor is prior to Valid First Date of warrant	
16	Void	Warrant should not have been issued to participant	
17	Refer To Maker	Refer directly to Alaska WIC. Warrant may have been deposited more times than allowed and vendor should contact Alaska WIC if there is a question.	

Reimbursement statements issued to vendors by KeyBank

Upon receipt of the corrected WIC warrants and the completed "Request Form For WIC Warrant Electronic Reimbursement Payment", the banking contractor electronically sends the request for reimbursement to the Alaska WIC Program. The agency reviews the electronic data and determines whether the warrant will be allowed for payment and the amount at which it would be paid. Once every week, the banking contractor processes all reimbursement payments approved by Alaska WIC by crediting the vendor's bank of deposit through the Automated Clearing House.

A Reimbursement Statement created by KeyBank, which details the items being reimbursed, the requested amount, the payment amount and the grand total, is mailed to the vendor's address.

Warrants with Purchase Prices Exceeding Allowable Amounts(or NTEs)

If a purchase price is not within the allowable price limits, the warrant is not deemed as having errors and, the bank will not return the warrant to the vendor. Rather, the vendor is paid at the allowable price limit for the vendor's peer group and specific type of WIC warrant or the maximum dollar value of a FVV. This price limit is credited to the vendor's bank of deposit through the Automated Clearing House System.

SECTION VIII – VENDOR TRAINING REQUIREMENTS

1. Vendor training will be provided by WIC State or Local Agency staff to prevent program errors, noncompliance and improve service to WIC program participants.

2. At the time of initial authorization and at least once every three (3) years thereafter, at least one vendor representative must participate in interactive training; preferably this will be an individual responsible for training cashiers. The State agency will have sole discretion to designate the date, time, and location of all interactive training, except that the State agency will provide the vendor with at least one alternative date on which to attend such training.

3. At least one representative of the vendor must participate in training annually; that representative must inform and train cashiers and other staff. Annual training may be provided in person during a vendor monitoring visit or in any of the following formats: teleconference, videos, newsletters, brochures, CD-Rom or DVD, State WIC web site or other written training materials.

4. Vendor management is responsible for training and informing cashiers or other staff of WIC Program requirements. The State agency may require documentation that new vendor staff has successfully completed training.

5. Mandatory training may be required at the discretion of the State agency if deemed necessary to improve vendor compliance. Mandatory training will be provided by the State agency or a designated representative. The State agency will require documentation that vendor staff has successfully completed required training.

SECTION IX - VENDOR RESPONSIBILITIES

1. The Vendor shall comply with federal and state regulations, policies and procedures governing the WIC program and will comply with changes to same once informed of them in writing.

2. The Vendor shall not seek restitution from participants, parents or caretakers of infant or child participants, or alternates/proxies for WIC warrants not paid or only partially paid by the State Agency.

3. The Vendor shall allow representatives for the State of Alaska to monitor for compliance with this Agreement. Access to shelf price records and WIC warrants redeemed will be provided. Vendor shall cooperate with representatives for the State of Alaska and respond to information requests within three business days.

4. The Vendor agrees to submit payment of any claim assessed by the State agency for a vendor violation within 30 days of the date of written notification by the State. The State agency will provide the vendor with an opportunity to justify or correct the vendor overcharge or other error.

5. The Vendor must maintain purchase, inventory and sales records used for Federal tax reporting purposes, and other records required by the State agency, for a minimum period of 3 years.

6. Vendor agrees to make available to the State agency, Comptroller General of the United States and/or representatives of the U.S. Department of Agriculture upon request: purchase invoices or receipts showing the source of WIC purchases, including infant formula, inventory records of WIC items, all WIC warrants in the vendors' possession, sales records to verify percentage of WIC sales, and any other required program records.

7. The vendor shall submit a completed price sheet to the State WIC Office twice a year when requested by the State agency, (usually due September 1 and March 1).

8. The Vendor agrees to keep in stock <u>at all times</u> at least the designated quantities of WIC-approved foods listed in the current Minimum Stock Requirements so that WIC participants are able to purchase the prescribed foods listed on their warrants.

9. The vendor agrees that infant formula will be purchased only from sources designated on the "List of Authorized Suppliers of Infant Formula" that is provided by the State WIC agency.

10. The vendor is accountable for its owners, officers, managers, agents and employees who commit vendor violations.

11. The vendor will display required WIC posters or other WIC outreach materials provided by the State or local WIC agency in a location easily seen by customers.

12. Subject to Section VIII (3) of the Agreement, the Vendor must inform and train cashiers and other staff on program requirements.

13. If due to logistics and other issues (which shall be validated by the State WIC agency), a vendor wishes to request an exemption from stocking infant formula or infant foods, salmon or beans, the vendor must request this exemption in writing from the State WIC agency.

SECTION X (A) - STATE OF ALASKA RESPONSIBILITIES

1. The State of Alaska shall assure payments for valid WIC warrants deposited in a timely manner and presented for payment in accordance with the requirements of this Agreement.

2. The State agency shall make payments to Vendors on warrants and FVVs submitted for redemption within 60 days after valid warrants and FVVs are submitted for redemption.

3. The State of Alaska shall make monetary claims for vendor violations that affect payments already received by the vendor. In addition to monetary claims, the vendor may be sanctioned for vendor violations in accordance with the State's sanction schedule.

4. The State agency may establish a claim on the partial or full purchase price of each warrant/FVV that contained a vendor overcharge or other error. The State agency may offset the claim against current and subsequent amounts to be paid to the vendor. The State agency will provide the vendor with an opportunity to justify or correct the vendor overcharge or other error.

5. The State of Alaska, or local designee, shall provide guidance, information, and training to at least one representative of each vendor, including acceptable types and brands of food authorized for the WIC program.

6. The State of Alaska, or local designee, shall monitor the Vendor's operation and place of business for compliance with WIC program requirements.

7. The State of Alaska shall provide for administrative appeal in accordance with Section XIV of this Agreement. The State of Alaska shall make available its administrative review upon request.

8. The State Agency shall provide written notice when a compliance buy investigation reveals a violation for which a pattern must be established in order to impose a sanction. This shall serve as notification of initial vendor violations. For the State of Alaska WIC Program's administrative review procedures , please refer to the link below:

http://health.hss.state.ak.us/dpa/programs/nutri/downloads/Admin/PolicyandProcedures/Admin_PandP_Ch5.pdf

An exception is permitted if the State determines that such notice would compromise an investigation. Documentation explaining why notice would compromise an investigation is placed in the vendor file. This applies to all sanctions for overcharges, unauthorized sales and State agency-determined violations. It excludes trafficking, fraud and exchange of WIC instruments for firearms, controlled substances, alcohol or tobacco.

The State may resume compliance buys once the vendor receives notice of the initial violation. All incidences of violation uncovered in an initial compliance buy constitute a single instance for purposes of establishing a pattern of violation.

9. The State of Alaska shall provide vendors with not less than 15 days advance written notice of adverse action to be taken during the course of the agreement performance period or the expiration of an agreement. No advance notice will be provided for a disqualification due to a conviction of trafficking or selling firearms or illegal substances in exchange for WIC food warrants.

10. The State of Alaska may make price adjustments to the purchase price on WIC warrants submitted by the vendor for redemption to ensure compliance with the price limitations applicable to the vendor based on its assigned peer group. If the vendor has already received payment for the warrant(s), the State will request reimbursement for the full or partial price of the WIC warrant(s).

11. The State agency shall disqualify a food vendor from participating in the WIC Program if that vendor has been disqualified from the Food Stamp Program. The WIC program disqualification shall be the same length of time as the Food Stamp Program disqualification and may begin at the same time or at a later date than the Food Stamp Program disqualification and shall not be subject to administrative or judicial review.

12. The State agency will provide to vendors a list of infant formula wholesalers, distributors, and retailers licensed in the State, and formula manufacturers registered with FDA, that are authorized sources of infant formula for WIC vendors in Alaska.

13. The State agency has the authority to determine whether a vendor has violated the prohibitions outlined in Section X (B) below.

14. The State agency shall take follow-up action within 120 days on warrant and FVV errors and implement procedures to reduce the number of errors.

15. With justification and documentation, the State agency shall pay vendors for warrants and FVVs submitted for redemption after the specified period of redemption. If the total value of such warrants or FVVs submitted at one time exceeds $500, the State agency shall obtain FNS Regional office approval before payment.

SECTION X(B - WIC ACRONYM, LOGO AND FACSIMILE

WIC logo, acronym and facsimile are exclusively the service marks of the United States Department of Agriculture (USDA).

WIC authorized vendors, manufacturers and other private sector organizations are ***not*** permitted to use, apply or affix the WIC acronym, logo or facsimile - ***in any form*** - on

food products, in advertizing or on other promotional materials. This is to avoid confusing, unduly influencing, misinforming or deceiving WIC participants or the public into believing a food product is approved by WIC or the USDA when it is not.

Service Mark Violation - Unauthorized use or misuse of the WIC acronym, logo or facsimile shall result in a one year disqualification/termination.

A. APPROVED USE OF WIC ACRONYM, LOGO AND FACSIMILE

The vendor may use the WIC acronym, logo and facsimile to:

1. Identify the retailer as an authorized WIC food vendor. The state agency shall provide the vendor with the only allowable signage or advertizing language for this purpose.

2. Identify authorized WIC foods by attaching shelf-talkers or channel strips which state "WIC-approved" or "WIC-eligible". The State agency shall provide the vendor with the shelf-talkers or channel stripes.

B. UNAUTHORIZED USE OF WIC ACRONYM, LOGO AND FACSIMILE

The vendor may not use the WIC acronym, logo or facsimile in the following way:

In the official or business name of the vendor, in whole or in part. WIC authorized vendors are not permitted to use the service marks, 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. This includes using the letters "W", "I" and "C" in that order next to one another in the vendor's name, or these letters in that order but not next to one another, with the letters made out in some fashion, such as with a different color or size than other letters.

SECTION XI – SANCTIONS FOR WIC VENDOR VIOLATIONS

Vendors will be notified of errors and may be offered, or required to participate in additional training to correct and prevent errors. Certain types of errors will result in assessment of monetary claims or imposition of penalty points or other sanctions. If errors continue, and it appears that efforts to correct them through education and training are not effective, the State Agency will impose sanctions in accordance with the **Penalty Point and Sanction Schedule** (located in the WIC Vendor Manual and incorporated herein by reference).

Sanctions may include monetary claims, penalty points assessed for violations that, at various point levels may result in probation, suspension or disqualification of the vendor, mandatory federal sanctions, civil money penalties, reciprocal Food Stamp/WIC Program disqualification and reciprocal WIC disqualification for a Food Stamp Program civil money penalty in lieu of disqualification for hardship. No prior warning will be provided by the State before imposing sanctions; except in the case of violations that require a pattern of occurrences prior to imposition of a sanction, the State will provide a warning letter notifying Vendor of the initial occurrence of such a violation, unless it determines that notification would compromise an investigation.

A vendor who commits fraud or abuse of the Program is liable for prosecution under applicable Federal, State or local laws. Those who have willfully misapplied, stolen or

fraudulently obtained program funds will be subject to a fine of not more than $25,000 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.

SECTION XII - FOOD STAMP PROGRAM COORDINATION

Effective December 1, 2009, all vendors must be licensed by the USDA Food and Nutrition Service as a Supplemental Nutrition Assistance Program (SNAP) retail provider (formerly Food Stamp Program).

The State agency shall disqualify a vendor who has been disqualified by the Food Stamp Program. WIC disqualification due to Food Stamp program disqualification shall not be subject to administrative or judicial review under the WIC Program and shall be for the same length of time as the Food Stamp program disqualification, although it may start at a later date.

The State may disqualify a vendor who has been assessed civil money penalty for hardship by the Food Stamp Program. The vendor may request an administrative review of a WIC disqualification based on an assessment of a civil money penalty for hardship by the Food Stamp Program. Disqualification from the WIC program may result in disqualification as a retailer in the Food Stamp Program. Such disqualification may not be subject to administrative or judicial review under the Food Stamp Program and may start at a later date than the WIC disqualification.

SECTION XIII - TERMINATION OF AGREEMENT/DISQUALIFICATION OF VENDOR

A decision by the State agency to terminate a Vendor Agreement or disqualify a vendor will be based upon mandatory federal sanctions or a finding that one or more of the following has occurred:

a. The vendor has accrued more than 100 sanction points during a three (3) year sanction period;
b. The vendor has knowingly submitted false, erroneous, or inaccurate information on the WIC Vendor Application, in the business or financial information provided to the Department, on the WIC Food Price Sheet, or during the course of on-site monitoring of the vendor site;
c. The vendor has refused to allow WIC Program representatives access to inspect the vendor site during normal business hours;
d. The vendor has not fulfilled the terms of the Vendor Agreement;
e. The vendor has sold, leased, or discontinued the Business Entity or moved the Business Entity to a new location or new address;
f. The vendor corporation, partnership, or limited partnership has been voluntarily or involuntarily dissolved or the vendor sole proprietor has died;
g. The State of Alaska has identified a conflict of interest between the vendor and the State of Alaska or its local agencies;
h. The vendor has not maintained adequate stock of authorized WIC food items to meet the needs of WIC participants;
i. The vendor has purchased infant formula from a source not on the authorized list of suppliers;
j. The State of Alaska has determined that more than 50% of the vendor's annual revenue from food sales is from WIC transactions;
k. The vendor has been disqualified by the Food Stamp Program;
l. The vendor fails to meet one or more of the current vendor selection criteria.

m. A vendor's failure to remain price competitive is cause for termination of the vendor agreement, even if actual payments to the vendor are within the maximum reimbursement amount.

n. The State Agency may reassess any authorized vendor at any time during the vendor's agreement period using the vendor selection criteria in effect at the time of the reassessment and shall terminate the agreements with those vendors that fail to meet them.

SECTION XIV – APPEALS/REQUEST FOR ADMINISTRATIVE REVIEWS

The State agency will provide vendors with not less than 15 days advance written notice by certified mail of adverse action to be taken during the course of the agreement performance period. Adverse action will be implemented after the 15 day advance notice period has elapsed, except that no advance notice will be provided for disqualification due to a conviction of trafficking or selling firearms or illegal substances in exchange for WIC warrants or FVVss.

A vendor may request an administrative appeal of the following actions:

a. Denial of a vendor's application to become an authorized WIC vendor based on the application of the vendor selection criteria for minimum variety and quantity of authorized supplemental foods or on a determination that the vendor is attempting to circumvent a sanction. .
b. Imposition of penalty points.
c. Probation or suspension
d. Disqualification (except in cases of a reciprocal WIC disqualification as a result of Food Stamp Program/SNAP disqualification).

e. Imposition of fines or civil money penalties (CMP).
f. Termination of vendor agreement for cause.

If the vendor chooses to appeal the action, the vendor must file a written appeal within 30 days. Requests for appeal should be sent to:

Director, Div. of Public Assistance
Department of Health and Social Services
P.O. Box 110640
Juneau, Alaska 99811-0640

The appeal must include a statement setting forth the State agency action which the vendor is contending and the reasons for appealing the action. Evidence supporting the vendor's statement should be included. The request for appeal will be reviewed, and if hearing is granted it will be held, in accordance with State of Alaska administrative hearing regulations. The vendor may appeal the decision through the courts.

The State agency may not provide administrative reviews in the following instances:

- Validity or appropriateness of State agency's limiting or vendor selection criteria;
- State agency's participant access criteria and determinations, and determinations regarding a vendor's policy & program to prevent trafficking;
- State agency's criteria for determining if a vendor or vendor applicant is expected to derive more than 50% of annual food sales from WIC;
- Authorizations subject to State agency's procurement procedures;

- Expiration of the vendor agreement;
- Disputes regarding food instrument/warrant payments and vendor claims(other than the opportunity to justify or correct a vendor overcharge or other error or ensure compliance with applicable price limitations and to detect questionable food instruments).
- Disqualification as a result of disqualification from the Food Stamp Program/SNAP.
- The validity or appropriateness of the State agency's vendor peer group criteria.
- The State agency's determination whether to notify a vendor in writing when an investigation reveals an initial violation for which a pattern of violations must be established in order to impose a sanction
- The State agency's decision to include or exclude an infant formula manufacturer, wholesaler, distributor or retailer from the State Agency List
- The validity or appropriateness of the State agency's prohibition of incentive items.
- The validity or appropriateness of the State agency's denial of an above-50- percent vendor's request to provide an incentive item to WIC participants
- The State agency's determination whether to notify a vendor in writing when an investigation reveals an initial violation for which a pattern of violations must be established in order to impose a sanction.

SECTION XV – CERTIFICATION AND SIGNATURE OF OWNER/AGENT

The undersigned owner, or authorized agent, of the Vendor who has legal authority to obligate the vendor, certifies that the Vendor meets and/or agrees to all of the requirements set forth in this Agreement and further certifies that all statements and representations made in the WIC Vendor Application, Price Sheet and this Agreement are true and accurate. The undersigned further acknowledges that the State Plan provisions are incorporated by reference into and are a specific part of this Agreement.

STORE NAME **(TYPE OR PRINT)**

STORE STREET ADDRESS CITY STATE ZIP

OWNER **(PLEASE PRINT)**

OWNER/AGENT'S PHONE NUMBER

SIGNATURE OF OWNER OR AUTHORIZED AGENT

DATE

SOCIAL SECURITY NUMBER	OR	FEDERAL EMPLOYER IDENTIFICATION NUMBER
STATE OF ALASKA REPRESENTATIVE		DATE

NOTE: If this agreement is for a corporation, rather than an individual store, all officers must be listed and the president of the corporation must provide the authorizing signature above.

PRESIDENT **(PRINTED ONLY)**	SECRETARY **(PRINTED ONLY)**
VICE PRESIDENT **(PRINTED ONLY)**	TREASURER **(PRINTED ONLY)**

Alaska WIC Vendor Monitoring Instructions & Report Form

Instructions for Local WIC Agency – *(please review before going to the store)*

Before visiting the store, review the vendor file or contact Vendor Staff at the State Office (907-465-3100) to see if there are problem areas or training needs; for instance, problems with warrant redemption, stocking requirements, authorized foods or other issues that may have resulted in warnings or sanctions. Information on vendor warnings or sanctions may also be viewed on the AK WIC report # 602.

Review your Vendor Training Schedule. Vendors must receive interactive training at least once every three years after initial authorization. Interactive training may be conducted during a routine monitoring visit, scheduled at another time or coordinated with the State WIC agency. Documentation must be provided of the topics covered and the names of attendees. During a routine monitoring visit, vendor staff may request training on particular issues such as authorized foods or warrant transactions. You should bring a copy of the vendor manual with you to help answer any vendor questions or concerns.

In rural areas, be prepared to provide store manager with information regarding current participation levels and estimated stock of WIC foods required to meet their needs.

The following procedure is recommended for the store visit:

1) It is suggested that you contact the store manager and advise them of your plan to review the store on a certain date/time. Ask them if they will be available for questions or comments. If not, ask them to appoint someone who you can review any findings. (In rural areas there might be limited store personnel available and agreeing to a set date/time will ensure a representative will be available to discuss any findings.)

2) When you get to the store, introduce yourself to the manager and explain that you are going to conduct the inventory and it will take approximately 45 minutes. Advise manager or designated individual that you would like to meet with him/her after you review the stock and talk with cashiers.

3) Ask one or two cashiers to complete a quiz while you are checking the stock of WIC foods. This will give the cashier(s) more time to complete the quiz without disrupting customer service.

4) Complete the Stock Checklist. Indicate quantity on shelf and write if there are expired, damaged or spoiled items. (Do not use the checkmark to denote problems with stock. Instead write Exp, DMG or SPL.)

5) Meet with the manager or PIC and complete the interview. Provide the manager with the opportunity to explain any minimum stock issues. Is there more stock in back? Is there stock on order? If so, note any supporting documentation for **any and all minimum stock issues**. If stock is not located elsewhere in the store or if it is not on order, **notify the manager that they must order stock immediately and provide proof to the WIC Vendor Unit within 30 days.**

6) Review the Training Sheet. Document quizzes and discussions with the manager on any topics covered. Ask the manager if they have any training concerns they would like you to cover.

7) After you leave the store, complete the Concluding Thoughts portion of the form.

Please complete ALL information on this form thoroughly and accurately - it will be used to update vendor records. Mail to: DPA/WIC, 130 Seward Street, Room 508, Juneau, AK 99801

Vendor Monitoring Report Form

Store Name: _____ Vendor No. _____ Date: _____

Address_____

Store Manager: _____ Phone No. _____

Name of Reviewer: _____ Title/Agency: _____

Observations During Store Visit :

1. Are posters such as "We Accept WIC Warrants" displayed at the store to indicate it is a WIC vendor? ___ yes ___ no

2. Does the store stock a full line of grocery items, including meat, dairy, produce (fresh, frozen, canned) and dry goods? ___ yes ___ no (If No, be sure to discuss any stocking concerns with the manager after the review.)

3. Does the store display WIC shelf tags to identify WIC-approved items? ___ yes ___ no

4. Is store clean and well-organized? ___ yes ___ no

5. Are items on shelves within manufacturer's "sell by" dates? __ yes ___ no

6. Are perishable items stored under proper conditions and temperatures? __ yes ___ no

Interview with Manager or Person in Charge:

1. Has the store had any problems with WIC customers or other aspects of the Program? Describe any problems:

2. Do store personnel know how to use the WIC Program Complaint form and the Retraining form? __yes___no (renumbered question)

3. Does the manager post the Newsletter for your cashiers to read? ___Yes ___ No (If no please advise them to.)

4. Ask the manager to account for <u>all minimum stock findings:</u>

5. If problems were identified during the monitoring visit, what is the plan for correcting these problems?

6. Does the manager have any suggestions for improving the Program?

Concluding Thoughts:

1. Describe general impressions about how well the store is meeting the needs of WIC participants in the area:

2. If store is in a rural area, approximately how many WIC participants are served by this store?

   Is stock adequate for the average number of WIC participants?

3. If store does not carry a full line of grocery items, (including meat, dairy, produce (fresh, frozen, canned) and dry goods,) please indicate what kinds of grocery items are not stocked:

4. Describe any problem areas you noted during the visit:

5. Reviewer's recommendations: (Briefly describe reason(s) for recommending continued authorization or termination (non-reauthorization) of Vendor agreement.)

G. Signature of Reviewer _____ Date _____

ALASKA WIC PROGRAM
VENDOR TRAINING

If issues arise during monitoring, address them with the manager and document on form.

Minimum Stock

- **Missing items (will order)_____**
- **Outdated items (tossed)_____**
- **Perishable items not under proper conditions and temperatures (list)**
- **Clean and orderly store**
- **Largest size, cheapest price milk and cheese**
- **Importance of whole milk and low fat versions in UHT, fresh milk, evaporated milk.**
- **Importance of stocking both sizes of powder milk or similar concern_____**

Person Trained:_____

Client Topics

- **How to use the Request for Training form and the Complaint Form**
- **Selling nonauthorized foods or allowing client to substitute foods (If vendor is out of stock, they should advise client to contact their Local Agency where they might receive a different warrant or make other arrangements.)**

Person Trained:_____

Sanction Topics

- **Penalty Points – Specific Issue:_____**

Person Trained:_____

Accepting Warrants

- **Issues accepting warrants**
- **Issues with vendor stamp, deposits, reimbursables, not to exceeds, or other bank issues**

Person Trained:_____

Quiz Conducted - Name of Quiz:_____

Person Trained:_____

Other Issues:_____

Person Trained:_____

_____

(Date) **(Signature of Trainer)**

Check the store's stock of WIC foods using the checklist below. Indicate quantity of each item on the shelves and indicate: EXP if expired, DMG if damaged or SPL if spoiled items. Remove any items that meet these criteria.

Food Item	Group A	Group B	Group C	Quantity on Shelf	Note any expired, spoiled or damaged items
CANNED FISH (canned tuna, salmon, or sardines)	Combination of containers must total 90 oz.	Combination of containers must total 150 oz.	Combination of containers must total 450 oz.		
CEREAL (At least 2 kinds of cold and 1 kind of hot. At least 1 must be Whole Grain)	24 boxes	36 boxes	72 boxes		
CHEESE	12 (1 lb) loaves	24 (1 lb) loaves	48 (1 lb) loaves		
DRY AND CANNED LEGUMES	3# dry AND 36 (16oz) cans	4# dry AND 72 (16 oz) cans	12# dry AND 144 (16oz) cans		
EGGS	12 dozen (Dried eggs allowed if fresh eggs are not available. 4 oz pkg=1 doz eggs)	24 dozen	48 dozen		
JUICE	18 (46-48 oz) cans or (12 oz) frozen cans AND 12 (64 oz) plastic containers or (16 oz) frozen cans	30 (46-48 oz) cans or (12 oz) frozen cans AND 20 (64 oz) plastic containers or (16 oz) frozen cans	60 (46-48 oz) cans or (12 oz) frozen cans AND 40 (64 oz) plastic containers or (16 oz) frozen cans		
FRESH MILK (Must at least include nonfat/skim AND whole varieties) _____ check here if exempt	32 gallons (combination of 1/2 and 1 gallon sizes) AND 12 quarts	66 gallons (combination of 1/2 and 1 gallon sizes) AND 24 quarts	132 gallons (combination of 1/2 and 1 gallon sizes) AND 48 quarts		
LACTOSE FREE OR REDUCED MILK _____ check here if exempt	4 (quarts) AND 4 (1/2) gallons (Must at least include nonfat/skim AND whole varieties)	8 (quarts) AND 8 (1/2) gallons (Must at least include nonfat/skim AND whole varieties)	16 (quarts) AND 16 (1/2) gallons (Must at least include nonfat/skim AND whole varieties)		
POWDERED MILK	9 (8qt) boxes AND 6 (3qt) boxes	9 (8qt) boxes AND 6 (3qt) boxes	9 (8qt) boxes AND 6 (3qt) boxes		

EVAPORATED MILK	40 cans (Must at least include nonfat/skim AND whole varieties)	80 cans (Must at least include nonfat/skim AND whole varieties)	120 cans (Must at least include nonfat/skim AND whole varieties)		
UHT MILK	32 quarts (Must at least include nonfat/skim AND whole varieties)	32 quarts (Must at least include nonfat/skim AND whole varieties)	32 quarts (Must at least include nonfat/skim AND whole varieties)		
	If approved for a fresh milk exemption, must stock 144 qts UHT total				
PEANUT BUTTER	12 jars	24 jars	48 jars		
SOY BEVERAGE (Pacific Ultra Soy or 8th Continent brands only) _____ check here if exempt	24 quarts (Must include some quart sizes)	36 quarts (Must include some quart sizes)	48 quarts (Must include some quart sizes)		
TOFU (only approved brands) _____ check here if exempt	3 packages	6 packages	10 packages		
INFANT FORMULA _____ check here if exempt	32 cans (12.9oz) Similac Advance Early Shield-powder, 12 cans (12.9oz) Similac Isomil Advance - Powder, and 12 cans (12.9oz) Similac Sensitive-powder	44 cans (12.9oz) Similac Advance Early Shield-powder, 22 cans (12.9oz) Similac Isomil Advance - Powder, and 20 cans (12.9oz) Similac Sensitive-powder	88 cans (12.9oz) Similac Advance Early Shield-powder, 58 cans (12.9oz) Similac Isomil Advance - Powder, 42 cans (12.9oz) Similac Sensitive-powder, 120 cans Concentrate Similac Advance Early Shield, 60 cans Concentrate Similac Sensitive, and 84 cans Concentrate Similac Isomil Advance		
INFANT CEREAL	6 (8oz) boxes (Must at least include Rice Cereal)	12 (8oz) boxes (Must at least include Rice Cereal)	24 (8oz) boxes (Must at least include Rice Cereal)		
INFANT MEATS _____ check here if exempt	36 (2.5oz) jars (Gerber or Beechnut brands only)	72 (2.5oz) jars (Gerber or Beechnut brands only)	144 (2.5oz) jars (Gerber or Beechnut brands only)		

INFANT FOODS (FRUITS & VEG) (Approved brands: Gerber, Beechnut, Nature's Goodness, or Parent's Choice) _____check here if exempt	512 oz total (ex: 128 (4oz) jars or 74 (3.5oz-2packs) plastic containers. Must stock 2 fruit and 2 veg varieties	1024 oz total (ex: 256 (4oz) jars or 147 (3.5oz-2packs) plastic containers. Must stock 2 fruit and 2 veg varieties	2048 oz total (ex: 512 (4oz) jars or 292 (3.5oz-2packs) plastic containers. Must stock 2 fruit and 2 veg varieties		
WHOLE GRAIN BREAD, BUNS & ROLLS (only approved brands and varieties)	12 packages (must include a 14-16 oz variety)	24 packages (must include a 14-16 oz variety)	48 packages (must include a 14-16 oz variety)		
WHOLE GRAIN TORTILLA and BROWN RICE (Only approved brands of tortillas)	May stock a combination of tortillas and/or rice. 8 (14-16oz) packages	May stock a combination of tortillas and/or rice. 16 (14-16oz) packages	May stock a combination of tortillas and/or rice. 32 (14-16oz) packages		
FRUITS AND VEGETABLES (Must stock at least 2 fruit and 2 veg varieties)	$100 (Can meet requirement by solely stocking required frozen or canned fruits or vegetables. Encouraged to have as much fresh produce as possible)	$200 (Must stock ≥ $100 of required fresh fruits and vegetables)	≥ $400 (Must stock ≥ $275 of required fresh fruits and vegetables)		

WIC VENDOR MONITORING
SUMMARY OF MONITORING REPORT AND NOTICE

Local Agency Staff: _____ Date of monitoring: _____

Vendor Name _____ Vendor #_____ City_____

Manager: _____ Days open: _____ Times open: _____

___ Does the store stock a full line of groceries? (non WIC)
___ Is WIC minimum stock adequate?
___ If minimum stock was not adequate ascertain what is on order?
_____
_____
___ Are there other minimum stock items that will need to be ordered:_____
_____

(Local Agency Staff should ascertain the status of any minimum stock issue.)

___ Are items on the shelves within manufacturers' sell dates?
___ Are perishable items stored under proper conditions and temperatures?
___ Is the store clean and organized? (Refer sanitation issues to the Department of Environmental Conservation.)

- If all answers above are "yes," we would like to congratulate you on passing your vendor monitoring review.
- If the answer to any of the questions above is "no," you will receive a letter from the WIC Vendor Management Unit outlining the results of this monitoring review and violations requiring immediate correction.
- If you were directed to order missing items above, <u>you must order them immediately, and mail, scan or fax a copy of your order to the WIC Vendor Unit</u>. Please circle the item ordered and the quantity on the sheet. Fax: (907) 465-3416. mail: WIC Vendor Unit (address below)

Signature of Store Manager or Person in Charge: _____ _____

<u>Does vendor need any supplies?</u>

___ We Accept WIC Poster
___ Shelf Tags
___ Complaint Form
___ Cashier Food Lists – How many? ____
___ Training Manual?
___ Other?_____

_____ _____
Signature of Reviewer **Date**

White copy: State WIC Office **Local Agency:** Yellow **Vendor:** Pink

WIC Vendor Unit, 130 Seward Street Suite 508, Juneau, AK 99801 - Fax: (907)465-3416

Vendor Monitoring Managers Quiz

Department of Health & Social Services
Div. of Public Assistance Family Nutrition Programs-WIC
130 Seward Street, Room 508
Juneau, AK 99801
(907)465-3100 FAX: (907) 465-3416

Store Name: _____ Vendor No. _____

Address_____Local Agency: _____

Name of Cashier: _____ Date: _____

Signature of Store Manager or PIC: _____

Submit completed quiz to the WIC staff conducting the Vendor Monitoring.

1. What does "Minimum Required Stock" mean?

   a) Vendors can stock the shelves with any amount of WIC food items they want
   b) Local agencies come in and establish the stock requirements for each store.
   c) Vendor must maintain minimum required stock of WIC approved foods based on the yearly minimum stock requirements list.

2. Should vendors train all cashiers regardless of department? **Yes** **No**

3. If WIC participants are rude and abusive to store employees, what should you do?

   a) Tolerate their behavior, get them out of the store as soon as possible and report nothing.
   b) Call the police and file a complaint report.
   c) Politely try to calm them down and help them with their problem, fill out a complaint form after they leave and send it to the local WIC agency.
   d) Ask them to leave the store, file a complaint form with the local WIC agency.
   e) Call the State or local WIC office for help.

4. Can stores be required to participate in mandatory training? **Yes** **No**

5. Can a store be terminated as a vendor for not having the required minimum stock of WIC foods? **Yes** **No**

6. What baby cereal are stores required to stock:
   a) 8 oz Rice
   b) 16 oz Rice
   c) 3 varieties in any 8 oz or 16 oz size

Revised 2/25/2011

7. If you need to contact your local WIC agency, where can you find their contact information?
   a) WIC Vendor Manual
   b) WIC Web site
   c) Call the WIC Vendor Unit
   d) All of the above

8. A client comes in with a warrant for soy beverage, but you have an exemption for the product and don't carry it in stock:
   a) Sell them the beverage of their choice
   b) Sell them low fat milk
   c) Refer them back to their local agency

9. When checking out, A WIC client should: (circle correct answers)
   a) Be directed to the family friendly check stand only
   b) Not be allowed to check out at the pharmacy
   c) Not be allowed to check out at the hardware register
   d) Allowed to check out at any register

10. You discover your cashier received an outdated warrant, what should you do?
   a) Deposit the check right away.
   b) Call the client to come back and get the check.
   c) Contact the local agency and ask if it possible to trade it for the correct months check.

11. What can happen if WIC warrants are not stamped with the store's Vendor Number?
   a) Store can be disqualified from the WIC program
   b) The State Agency's Bank will reject payment of the warrant
   c) The wrong store may get paid for the warrant

12. You receive a rejected warrant back from the bank and it has no vendor stamp:
   a) Call the WIC Vendor Unit and complain.
   b) Stamp the check and fill out the request for reimbursement form and submit by mail to the bank.
   c) There is nothing you can do about the warrant you will not be paid.

Vendor Monitoring Food Quiz

Department of Health & Social Services
Div. of Public Assistance Family Nutrition Programs-WIC
130 Seward Street, Room 508
Juneau, AK 99801
(907)465-3100
FAX: (907) 465-3416

Store Name: _____ Vendor No. _____

Address_____Local Agency: _____

Name of Cashier: _____ Date: _____

Signature of Store Manager or PIC: _____

Submit completed quiz to the WIC staff conducting the Vendor Monitoring.

1. Which of the following is NOT a WIC approved cheese?

   a) Extra Sharp Cheddar
   b) Philadelphia cream cheese.
   c) Monterey Jack cheese with jalapeno peppers
   d) 12 oz Cheddar
   e) All of the above

2. If your store has a "buy one, get one free" special, can WIC participants get a free item?
   a) Yes, but the item they buy with the WIC warrant must be an approved WIC food
   b) No, WIC participants cannot use store specials

3. Is Kellogg's Corn Flakes a WIC approved cereal? Yes No

4. Can a participant buy sliced cheese from the deli? Yes No

5. Can a client purchase a 46 oz size can of juice with a warrant that states 64 oz plastic or 16 oz frozen? **Yes** **No**

Revised 2/25/2011

6. A client wants to purchase lactose free milk and/or buttermilk with a low fat fresh warrant.

   a) They cannot purchase the buttermilk because it is not a low fat milk
   b) They cannot purchase either one as neither one is listed
   c) They may purchase some milk and some or all buttermilk
   d) They may purchase some milk and some or all lactose free milk

7. Circle the false statement(s):
   a) If the 16 oz store brand of low sodium peanut butter is cheaper than the only 18 oz size low sodium peanut butter, the client must purchase the smaller size?
   b) Clients are not allowed to purchase Natural peanut butter.
   c) If a client wants to purchase 18 oz of Chunky peanut butter and the 18 oz creamy is cheaper, they must take the creamy.

8. Which brands of infant cereal are WIC-approved?
   a) Gerber only
   b) Beech Nut and Gerber DHA and Nature's Goodness
   c) Beech Nut, Gerber and Nature's Goodness

9. Is cranberry juice approved for the Alaska WIC program? Yes No

10. Circle the false statement(s):
    a) A client can purchase Better Oats cereal in 7.0 oz. if it is the largest size in stock
    b) A client wants to purchase 36 oz cereal with a warrant for 36 oz, but they must take 2 – 18 oz boxes instead.

11. If WIC participants are rude and abusive to store employees, what should you do?

    a) Tolerate their behavior, get them out of the store as soon as possible and report nothing.
    b) Call the police and file a complaint report.
    c) Politely try to calm them down and help them with their problem, fill out a complaint form after they leave and send it to the local WIC agency.
    d) Ask them to leave the store, file a complaint form with the local WIC agency.
    e) Call the State or local WIC office for help.

12. If a client comes into your store to purchase Similac Advance powder and you are out you should:
    a) Sell them a different brand?
    b) Sell them Similac Sensitive or Isomil?
    c) Sell them Similac Advance concentrate
    d) Refer them back to their local agency

13. What type and brand of Oatmeal is WIC approved?
    a) Quaker – any size packet up to 36 oz
    b) Any store brand instant oatmeal in the individual serving packets 11.8 or larger
    c) Quaker, Ralston, Western Family and Better Oats in individual servings only in 11.8 oz or larger size.

14. If a warrant does not include infant formula, does the participant have to buy all the items listed on the warrant? **Yes** **No**

15. If a client has a check for 3 quarts of fresh milk, they:
    a) Can purchase 3 separate quarts
    b) Can purchase 3 quarts of UHT
    c) Must purchase ½ gallon fresh milk along with 1 quart fresh milk

16. If a client wants to purchase 3 quarts of powder milk and the store is out:
    a) Let them have the larger size 9 quart powder milk.
    b) Give them an equivalent size in UHT milk
    c) Given them an equivalent size in evaporated milk
    d) Refer them back to their local agency

17. If a client has a warrant for 16 oz of whole grain bread, bun or roll and your store is out: (Circle the correct answer(s).

    a) Allow them to purchase a larger size of whole grain bread
    b) Provide them with a pink rain check
    c) Tell them they can have up to 16 oz. whole grain tortilla or rice
    d) Allow them to purchase a 10 oz whole wheat bun
    e) Apologize and advise the store manager there are no 14-16 oz whole grain products

Vendor Monitoring Cashier Quiz

Department of Health & Social Services
Div. of Public Assistance Family Nutrition Programs-WIC
130 Seward Street, Room 508
Juneau, AK 99801
(907)465-3100
FAX: (907) 465-3416

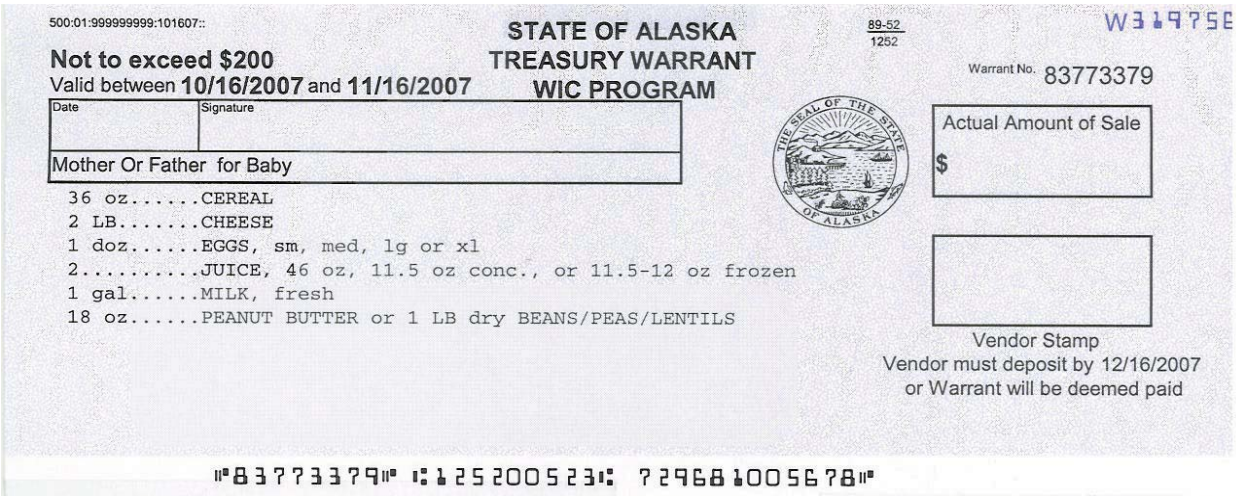
Store Name: _____ Vendor No. _____

Address_____Local Agency: _____

Name of Cashier: _____ Date: _____

Signature of Store Manager or PIC: _____

Submit completed quiz to the WIC staff conducting the Vendor Monitoring.



500:01:999999999:101607::

Not to exceed $200
Valid between **10/16/2007** and **11/16/2007**

STATE OF ALASKA
TREASURY WARRANT
WIC PROGRAM

89-52
1252

W319758

Warrant No. 83773379

Date	Signature
Mother Or Father for Baby	

36 oz.....CEREAL
2 LB.....CHEESE
1 doz.....EGGS, sm, med, lg or xl
2.....JUICE, 46 oz, 11.5 oz conc., or 11.5-12 oz frozen
1 gal.....MILK, fresh
18 oz.....PEANUT BUTTER or 1 LB dry BEANS/PEAS/LENTILS

Actual Amount of Sale
$

Vendor Stamp
Vendor must deposit by 12/16/2007
or Warrant will be deemed paid

⑈83773379⑈ ⑆125200523⑆ 7296810056 78⑈

Please use the sample warrant above to answer the following questions:

1. What is the first date a cashier may accept this check. _____

2. What is the last date a cashier may accept this check. _____

3. Does the WIC participant have to purchase all items listed on this warrant? Yes No

4. When should the cashier check a participant's picture ID?
   a) After the warrant has been signed to verify signature matches ID
   b) Check the picture ID before ringing up items and hold the ID so signature can be verified after warrant is signed.
   c) Only if the cashier does not know the participant

5. When does the participant sign the warrant?
   a) Before the cashier rings up the WIC items
   b) After the items have been rung up and the amount has been written on the warrant
   c) The warrant should be signed before the participant comes to the store

6. Who is responsible for verifying the valid dates of the warrant?
   a) The store cashier
   b) The participant
   c) The local WIC agency

7. Which items must be verified or entered on the warrant prior to depositing it in the bank?
   a) Vendor number stamp
   b) Valid warrant dates
   c) Authorized signature
   d) Correct total amount of sale for items on warrant that were purchased
   e) All of the above

8. When does a participant have to purchase **all** the items listed on the warrant?
   a) Only if it is for infant formula
   b) If the warrant says they have to buy all the items
   c) Only if the participant feels like buying everything
   d) Never

9. What is the maximum amount that a check will clear for:
   a) There is no limit
   b) $200
   c) The amount set by the bank as a not to exceed amount, based upon the foods on the warrant.

10. What happens to a check that is written for over the not to exceed amount?
    a) The WIC program loses the difference
    b) The WIC client must pay the difference
    c) The store loses the difference

11. If a participant has multiple warrants and the total price for all the items being purchased is less than $200, can all the items be rung up together and the total price written on one warrant? **Yes** **No**

12. Why do WIC warrants have valid dates printed on them?
    a) To make sure participants buy the nutritious foods they need during each month
    b) To see if cashiers are paying attention
    c) So they can't be used if they are lost or stolen

13. If a participant has multiple warrants how should they be processed?
    a) Check all the food items to make sure they are all WIC approved, then ring them up all together and enter the total amount on one of warrants, then void the other warrant(s).
    b) Process warrants one at a time, making sure the participant has the right foods for each warrant.
    c) Make the participant wait until all other customers have been served before processing their multiple warrants.

14. If a participant has a warrants that lists "36 oz cereal," can the participant buy one large package as long as it's not more than 36 ounces? **Yes No**

15. Can a client combine two fruit & vegetable warrants together. **Yes No**

16. What's the maximum amount of bananas that can be exchanged with a single baby fruit & vegetable warrant?
    a) 1 banana
    b) 2 bananas
    c) 1# of banana
    d) 2# of bananas

17. Circle the following if the baby food products are allowable:
    a) Gerber Stage 1 strawberry-banana
    b) Gerber Stage 2 peaches and rice
    c) Gerber stage 2 sweet potato and apple combination

18. A client has a warrant for tofu, soy or lactose-free milk and your store does not stock them. Should you:
    a) Sell them the beverage of their choice
    b) Sell them low fat milk
    c) Refer them back to their local agency

ANSWERS FOR QUIZZES

Vendor Quiz – WIC Foods

1. e
2. a
3. No
4. No
5. Yes
6. c
7. All are false
8. c
9. no
10. both are false
11. c
12. d
13. c
14. No
15. c
16. d
17. c,d and e

Vendor Quiz – Cashier

1. 10/16/2007
2. 11/16/2007
3. No
4. B
5. B
6. A
7. E
8. A
9. C
10. C
11. No
12. A
13. B
14. Yes
15. Yes
16. D
17. C only
18. c

Manager's Quiz

1. C
2. Yes
3. C
4. Yes
5. Yes
6. a
7. d
8. c
9. d
10. c
11. b
12. b

Department of Health and Social Services
Division of Public Assistance
Family Nutrition Programs
Alaska WIC Program
(907) 465-3100

WIC Food Exemption Request Form

Store Name: _____ WIC Vendor Number: _____

I am requesting exemption(s) from stocking the WIC food items(s), below because of:

Limited number of clients using these foods at present OR "sell by/used by" date limitations

	Local Agency Use:
☐ **fresh milk** ** If approved, vendors must stock a total of 144 quarts of UHT milk* reason: _____	☐ Approved ☐ Disapproved
☐ **infant cereal, formula, fruits and vegetables, and meats** **cannot select individual food items* reason: _____	☐ Approved ☐ Disapproved
☐ **lactose-free or lactose-reduced milk** reason: _____	☐ Approved ☐ Disapproved
☐ **soy beverage** reason: _____	☐ Approved ☐ Disapproved
☐ **tofu** reason: _____	☐ Approved ☐ Disapproved

I will make the item(s) available at my store within ten (10) days of notification by the Local WIC agency staff that the item(s) are needed. It is my responsibility to communicate directly with the Local WIC agency concerning the availability of exempted items once a need has been identified. If the item(s) will not be available due to unforeseen reasons, I will notify the local WIC agency within 48 hours so that clients can be placed on the mail-out system.

I understand that the State agency may require that I submit invoices or purchase orders from my supplier(s) to document that the items requested were ordered within the specified time period, in the quantity required.

_____	_____	_____
Signature of Store Manager	Date	Store Manager Name
_____	_____	_____
Signature of Local Agency Staff	Date	Local Agency Staff Name

☐ **VENDOR: Submit this form to your Local WIC agency/clinic to obtain the signature of the WIC Coordinator**
☐ **WIC COORDINATOR: Send a signed copy of this request to the State agency within 15 days of receipt**

State Agency Staff Use Only ☐ Approved ☐ Disapproved

Department of Health and Social Services
Division of Public Assistance
Family Nutrition Programs
Alaska WIC Program
(907) 465-3100

WIC Stocking Request Form

Store Name: _____ WIC Vendor Number: _____

Manager Name: _____ Phone #: _____ Fax #: _____

Address: _____ City: _____ State/Zip: _____

Local WIC Agency: _____

The Local WIC Agency requests the Vendor named above to stock the following items, and to maintain the indicated quantities:

WIC Item (check ✓)	Quantity to Stock (per month)
_____ infant formula: Similac Advance Early Shield	_____
_____ infant formula: Similac Sensitive Isomil Soy	_____
_____ infant formula: Similac Sensitive	_____
_____ infant formula: (other) _____	_____
_____ infant cereal, fruits and vegetables, and meats	_____
_____ lactose free or reduced milk	_____
_____ soy beverage	_____
_____ tofu	_____

The Vendor is requested to order the designated WIC items and stock within ten (10) business days. It is the Vendor's responsibility to communicate directly with the Local WIC agency concerning the availability of exempted items. If the item(s) are not available due to unforeseen reasons, the Vendor will notify the Local WIC Agency within 48 hours so that clients can be placed on the mail-out system.

The Vendor must maintain the quantity indicated for at least six (6) months to meet the needs of WIC participants in the community. After 6 months, the Vendor may submit an Exemption Request form for the Local WIC Agency to review the needs for Vendor to continue stocking the designated WIC items. The State agency may require that the Vendor submit invoices or purchase orders from their supplier(s) to document that the items requested were ordered within the specified time period, in the quantity required.

Vendors should direct any questions to their Local Agency.

_____ _____ _____

Local Agency Staff Name and Signature Date Phone

WIC COORDINATOR: Send a signed request to the Vendor and send a copy to the State agency for Vendor File. Retain a copy for your records.

\Vendor\FOOD LISTS AND PRICE LISTS\FOOD PACKAGE INFO\2010 Food Packages Revised 5/14/2010

Department of Health and Social Services
Division of Public Assistance
Family Nutrition Programs
Alaska WIC Program
(907) 465-3100

WIC Vendor Reclassification Request Form

Please note: It is very rare that a reclassification request to a lower group is granted.

Criteria that may be considered for reclassification are:

- If the vendor is from a very small community with a limited need to stock certain items. For example, a small number of clients purchasing specific formulas or tofu. Most of these issues can be handled through the exemption process rather than a reclassification request.
- If the vendor historically redeems a small number of checks each month.
- If there is a larger store in the community that redeems the majority of warrants.

Vendor Name: _____ WIC Vendor Number: _____

Address: _____ City: _____ Zip: _____

E-mail: _____ Phone: _____

Please attach a detailed request explaining how your store meets the reclassification criteria above, including any supporting documentation such as annual sales, WIC redemption data, or any other pertinent information.

The information you provide will be independently verified by WIC Program Staff. Vendors who provide false statements will be subject to penalty points and sanctions, which could result in the termination of their WIC Vendor Agreement. The undersigned owner, or authorized agent, of the Vendor who has legal authority to obligate the vendor, certifies that the Vendor meets and/or agrees to all of the requirements set forth in WIC Vendor Agreement and further certifies that all statements and representations made in the WIC Vendor Application, Price Sheet, and WIC Vendor Agreement are true and accurate. The undersigned further acknowledges that the statements on this form, including supporting documentation, are incorporated by reference into and are a specific part of the WIC Vendor Agreement.

_____ _____ _____

Signature of Owner or Authorized Agent Date Name of Owner or Authorized Agent

_____ _____ _____

Signature of Local Agency Staff Date Local Agency Staff Name

☐ Approved

☐ Disapproved

VENDOR: Submit this form and additional documentation to your Local WIC agency/clinic
Use the attached directory to identify your Local WIC agency. For example, if your WIC vendor number starts with the number 4, your Local WIC agency will end in 4, which is number 504, the Yukon-Kuskokwim Health Corporation. If you need assistance identifying your Local WIC agency please call the State WIC Office at (907) 465-3100.

LOCAL WIC COORDINATOR: Send a signed copy of this request to the State agency within 15 days of receipt
Reclassification requests will be reviewed by State agency within 15 days of receipt.
Vendor will be notified in writing regarding the State WIC Vendor Management Unit's decision.

State Agency Staff Use Only ☐ **Approved** ☐ **Disapproved**
Date of Decision Letter: _____

\Vendor\FOOD LISTS AND PRICE LISTS\FOOD PACKAGE INFO\2010 Food Packages Revised 5/20/2010

List of Authorized Suppliers of Infant Formula

Department of Health & Social Services
Div. of Public Assistance Family Nutrition Programs-WIC
130 Seward Street, Room 508
Juneau, AK 99801
(907)465-3100
FAX: (907) 465-3416

Note: Authorized WIC vendors in Alaska may purchase infant formula from companies not listed who are legally licensed to do business in the State of Alaska or from companies authorized by another state's WIC program, with approval of the Alaska WIC Vendor Coordinator.

MANUFACTURERS: (Registered w/FDA)

1) **Bristol-Myers Squibb Company (Mead Johnson Nutritionals)**
2) **Nestlē USA**
3) **PBM Nutritionals, LLC**
4) **Ross Products Division/Abbott Laboratories**
5) **Solus Products, LLC**

WHOLESALERS & RETAILERS: (Licensed in Alaska)

Alaska Native Ind. Cooperative Assn, Inc (ANICA)

Alaska Rural Enterprises *dba* (Span Alaska Enterprises)

Alaska Commercial Company

Associated Grocers, Inc.

Cardinal Health

Coastal Pacific Food Distributors *

Costco Wholesale Corporation

Defense Commissary Agency

Fred Meyer, Inc.

Frontier Expeditors

J.B. Gottstein and Co., Inc.

McKesson Drug Co (HBOC)

New Wave, LLC

Providence Medical Arts Pharmacy

Quality Sales Foodservice

Safeway Stores, Inc.

SuperValu Holdings, Inc.

Wal-Mart

*Licensed in CA and authorized by CA WIC

Revised 2/25/2011

MANUFACTURERS (Registered with the FDA)

Detailed List with Contact Information

Mead Johnson Nutritionals/Bristol Myers Squibb
2400 W. Lloyd Expressway
Evansville, IN 47721-0001
Ph: 503-682-1842
Contact: Ann Jernstedt
Email: ann.jernstedt@bms.com
Info below from Safeway rep:
Contact: Brenda Jenkins
Ph 703-455-4070

Nestlē Infant Nutrition/ Nestlē USA
800 North Brand Blvd.
Glendale, CA 91203
Ph 818-549-6000
URL: Nestleusa.com
Contact: Greg Hodgkinson
Ph: 503-524-4253
Email: greg.hodgkinson@us.nestle.com
Info below from Safeway rep:
22800 Savi Ranch Pkwy
Yorba Linda, CA 92885
Contact: Dave Johnson
Ph: 800-207-9936

PBM Nutritionals, LLC
P.O. Box 2109
147 Industrial Park Road
Georgia, VT 05468-2109
Ph: 801-475-6077
Contact: Theresa Peterson
Email: theresapeterson01@msn.com
Info below from Safeway rep:
204 N. Main St.
Gordonsville, VA 22942
Contact: Terry O'Brien
Ph: 609-722-8128

Ross Products Div./Abbott Laboratories
D283 AP52 Abbott Park Rd.
Abbott Park, IL 60064
Ph 916-201-3202
AK Bus Lic# 297860
Info below from Safeway rep:
625 Cleveland Ave
Columbus, OH 43215

Solus Products, LLC
8910 Purdue Road, Suite 230
Indianapolis, IN 46268

Alaska Native Ind. Coop Assn, Inc (ANICA)
4634 E. Marginal Way South, Ste 200
Seattle, WA 98134
Ph 206-767-0333
Fax 206-767-2421
Contact: Dagmar Fryc
AK Bus Lic# 26550

Span Alaska Enterprises (dba AKRural Ent.)
P.O. Box 1236
Monroe, WA 98272 Fax 1-877-329-4273
Email: are@telcomplus.net
Contact: John McDevitt
AK Entity # 43669F
Ph 1-877-270-4273

Alaska Commercial Company
550 West 64th Avenue
Anchorage, AK 99518
AK Bus Lic #70651

Associated Grocers, Inc.
P.O. Box 3763
Seattle, WA 98124
Ph: 206-764-8985
AK Bus Lic # 284992

Cardinal Health
6710 26th Street East
Fife, WA 98424
Ph 503-797-5754
AK Bus Lic # 713761

Coastal Pacific Food Distributors *
1604 Tillie Lewis Dr.
Stockton, CA 95206
Ph 209-465-0605
* Licensed in CA and authorized by CA WIC Program

Costco Wholesale Corporation
999 Lake Dr.
Issaquah, WA 98027
Local contact: Dick Snyder
Ph: 907-349-2335
AK Bus Lic # 41260

Fred Meyer Stores, Inc.
P.O. Box 42121
Portland, OR 97242
AK Bus Lic # 291250

Frontier Expeditors
355 E. 76th Avenue, Ste. 102
Anchorage, AK 99518
Ph 907-868-4502
AK Bus Lic # 183502

J. B. Gottstein & Co., Inc.
6441 C Street
Anchorage, AK 99518

McKesson Drug Co. (HBOC)
5491 Minnesota Dr., Ste. A
Anchorage, AK 99518
AK Bus Lic #279492

New Wave LLC
341 East 56th Avenue
Anchorage, AK 99518
AK Bus Lic # 426496

Providence Medical Arts Pharmacy
3300 Providence Drive #101
Anchorage, AK 99508
AK Bus Lic #292853

Quality Sales Foodservice
1900 Phillips Field Rd.
Fairbanks, AK 99701
AK Bus Lic # 224697

Safeway Stores, Inc.
P.O. Box 29096
Phoenix, AZ 85038
AK Bus Lic # 11785

SuperValu Holdings, Inc.
P.O. Box 5506
Attn: M. Hohbein
Bismarck, ND 58506
AK Bus Lic# 293038

Wal-Mart Warehouse #45
120 Moberly Lane
Bentonville, AR 72716
AK Bus Lic # 299052

Order Form for WIC Vendor Supplies

Department of Health & Social Services
Div. of Public Assistance Family Nutrition Programs-WIC
130 Seward Street, Room 508
Juneau, AK 99801
(907)465-3100
FAX: (907) 465-3416

Vendor Name: _____ **Vendor #:** _____

Mailing Address: _____

_____

Contact Person: _____ **Contact Phone:** _____

Order Date: _____ **Date Order Filled:** _____

Item Description	**Quantity**
Vendor Number Stamp	_____
Pink Shelf Tags for WIC Food Items	_____
Poster "We Accept WIC Warrants"	_____
Cashier Training CD	_____
Vendor Manual (Vendor Policies & Procedures)	_____
Cashier WIC Approved Food List	_____

Revised 2/25/2011

WIC Program Complaint Form

Department of Health & Social Services
Div. of Public Assistance Family Nutrition Programs-WIC
130 Seward Street, Room 508
Juneau, AK 99801
(907)465-3100
FAX: (907) 465-3416

Complaint against: ___ **Vendor** ___ **Participant** ___ **Alternate** ___ **Other**

Complaint submitted by: ___ **Vendor** ___ **Participant** ___ **Alternate** ___ **Other**

Name/Store _____ **Phone #** _____

Address/Store branch_____

Witness _____ **Phone #**_____

What happened: (include names, time, date, warrant number/s (Attach additional pages if necessary)

_____

_____

_____

_____

_____

_____ _____ _____

(Date) **(Name of Complainant)** **(Signature of Complainant)**

Complainant can remain anonymous but must provide all other pertinent information required on this form so State/Local Agency can follow-up.

Office use only

Complaint accepted by _____ Date _____

Name of Local Agency: _____ **Action Taken by Local Agency:**

_____

_____

SEND ORIGINAL COPY TO VENDOR COORDINATOR – KEEP COPY FOR LOCAL AGENCY FILES.

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Revised 2/25/2011

Directory of WIC Local Agencies

Department of Health & Social Services
Div. of Public Assistance Family Nutrition Programs-WIC
130 Seward Street, Room 508
Juneau, AK 99801
(907)465-3100
FAX: (907) 465-3416

Anchorage & Mat-Su	Municipality of Anchorage	343-4773 or 4668
	Public Assistance	269-6528
	Eagle River Clinic	694-2131
	Regional Clinic	333-1161
	Elmendorf	580-2150
	Fort Richardson	384-2033
	Cook Inlet Tribal Council	793-3323
	Palmer	746-4080
	Wasilla	376-4080
Gulf Coast	Valdez/Cordova/Copper River Basin	835-2173 or 1-800-457-5731
	Homer	235-5495
	Kenai	1-800-687-4172
	Seward	224-9186
	Kodiak	486-5958
Interior Alaska	Fairbanks/RCPC	456-2990 ext.21
	Eielson AFB	377-3119
	Fairbanks & Interior/TCC	1-800-478-6682 x 3778
Northern Alaska	Barrow	852-0410
	Nome	443-3299
	Kotzebue	1-800-431-3321 ext.5181
Southeast Alaska	Juneau	1-800-330-2229
	Ketchikan	1-800-854-0878
	Metlakatla	886-6669
	Sitka	1-877-966-8352
Southwest Alaska	Aleutian/Pribilof Isl. Assn. Inc	1-800-478-2742
	Bethel	1-800-764-6459
	Bristol Bay	1-888-842-2037
State WIC Office	Juneau	465-3100

My local WIC agency contact is: _____

Phone: _____ Fax: _____

Revised 2/25/2011

ALASKA WIC PROGRAM REQUEST FOR CLIENT or CASHIER RE-TRAINING

Department of Health & Social Services
Div. of Public Assistance Family Nutrition Programs-WIC
130 Seward Street, Room 508
Juneau, AK 99801
(907)465-3100
FAX: (907) 465-3416

Person Needing Training: _____ or Warrant #_____
Requesting Person (Contact)_____ Phone # _____
Address/Store Branch _____ Local Agency_____

CLIENT TRAINING

Outline specific issues below or select from the list:

- **Client did not separate their foods by warrant**
- **Client attempted to purchase incorrect items (also specify if wrong size or not least expensive)**
  - **Bread**
  - **Milk**
  - **Cheese**
  - **Formula**
  - **Other:_____**
- **Client argued with store staff**
- **Client would not comply with staff attempts to provide them with the correct foods**
- **Other – Please explain (Feel free to elaborate about any of the above circumstances)_____**

_____

(Date) **(Signature of Vendor)**

CASHIER TRAINING

Outline specific issues below or select from the list:

- **Cashier did not allow purchase of certain item:**
- **Cashier tried to get me to purchase a certain item instead of the WIC food item I wanted**
- **Cashier did not allow me to pay for an amount over the FVV (Fruits & Vegetables Warrant)**
- **Cashier did not allow me to purchase bananas with my FVV baby foods**
- **Cashier argued with or treated WIC client with disrespect**
- **Other – Please explain (Feel free to elaborate about any of the above circumstances)_____**

Office use only: **Complaint accepted by _____ Date _____**

Name of Local Agency: _____

Local Agency Action Taken: _____

SEND ORIGINAL COPY TO VENDOR COORDINATOR – Fax to: (907) 465-3416
Cc: Local agency files.

Revised 2/25/2011

ALASKA WIC FOOD LIST: OCTOBER 1, 2010

COLD CEREALS

Approved Brands of Corn Flakes, Crispy Rice, Bran Flakes, Oats, & Frosted Shredded Wheat

Flavorite: Corn Flakes, Crispy Rice, Bran Flakes, Oat Squares, Honey Oats and More Almonds, Toasted Oats, Frosted Shredded Wheat

Fred Meyer/Kroger: Corn Flakes, Crispy Rice, Honey Oats and More Almonds, Toasted Oats, Frosted Shredded Wheat

IGA: Corn Flakes, Crispy Rice, Frosted Shredded Wheat

Malt-O-Meal: Crispy Rice, Honey & Oat Blenders with Almonds, Frosted Mini Spooners

Ralston: Corn Flakes, Crispy Rice, Bran Flakes, Tasteeos, Frosted Shredded Wheat

Safeway: Corn Flakes, Crispy Rice, Bran Flakes, Oats and More with Almonds, Frosted Shredded Wheat

Western Family: Corn Flakes, Crispy Rice, Bran Flakes, Oats and More with Almonds, Toasted Oats, Frosted Shredded Wheat

Great Value: Corn Flakes, Crispy Rice, Bran Flakes, Toasted Oats

HOT CEREALS

Only cereals on this list allowed. Min pkg size 12 oz for cold cereal and 11.8 for hot cereal.

NEW: Better Oats flavored oatmeal—Apples & Cinnamon or Maple & Brown Sugar

Any combination of hot and cold cereals up to 36 oz. total.
No single serving boxes or packets (except Instant Oatmeal & Original Cream of Wheat). No added fruit except Better Oats Apples & Cinnamon.

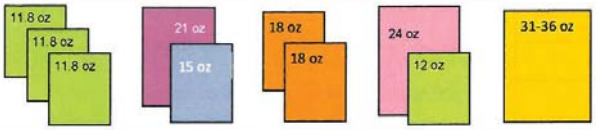
JUICE - No 46 oz Plastic Containers

Must be 100% juice with 120% of Daily Value Vitamin C per 8 oz. serving.

JUICE FLAVOR	12 oz Frozen Conc woman or 16 oz. child (100% JUICE)	46 oz Can woman or 64 oz plastic child (100% Juice / 100% JUICE)
APPLE	Flavorite, Fred Meyer Great Value IGA, Safeway Seneca, Treetop Western Family	Great Value, Seneca Treetop Western Family, Flavorite (Cider OK), IGA (Cider OK)
ORANGE (Regular, Pulp Free, Added Pulp, Country Style, Low Acid, Calcium Fortified)	Flavorite Fred Meyer Great Value, IGA Minute Maid (Blends Allowed) Safeway Western Family	Flavorite, Great Value Safeway Western Family
GRAPEFRUIT (Regular, White, Pink, or Ruby Red)	Great Value, Minute Maid IGA, Safeway, Western Family, Fred Meyer	Great Value, IGA, Kroger Safeway, Texsun Western Family, Flavorite, Langers (Ruby Red only)
PINEAPPLE	Dole (100% Juice Blends allowed)	Dole, Fred Meyer, Great Value IGA, Safeway Western Family
GRAPE (white, purple or blends)	Welchs (Yellow pull strip only) Western Family	NO BLENDS IGA, Safeway, Flavorite, Western Family, Welchs (46oz Plastic Bottle is OK for Welch's Grape)
TOMATO / VEGETABLE (Regular, low sodium, or spicy)	N/A	Flavorite Fred Meyer Great Value, IGA Safeway, Western Family Campbells Tomato & V8 V8 also in Calcium Enriched & Essential Antioxidants
JUICE BLENDS Any Flavor (100% Juice)	Dole Old Orchard	Not Allowed

Juicy Juice & Welch's 100% Juice Pourable Concentrates Any Flavor - 11.5 oz. (women only)

Ways to Buy 36 oz. of Cereal



BEANS

Any type/brand: mature dry beans, peas, lentils, or mixed in 16 oz package. Canned: any type/brand of mature beans, regular or low sodium. Minimum sugar added for processing allowed. Up to 64 oz of canned beans may be substituted for 16 oz dry.

NOT ALLOWED: Green beans, immature beans, green peas, snap peas, orange beans, wax beans, baked beans (unless specified on warrant), pork & beans, beans containing added sugars, fats, meats or oil. No bulk, organic products or bean soup mix.

Revised 2/11/11

MILK

Must buy least expensive brand and largest size available. Quart container allowed only if listed on warrant.

Fresh milk warrant: allows fresh whole, skim, nonfat, 1% low fat, light, 2% reduced fat, calcium or protein fortified, acidophilus and buttermilk.

UHT (shelf stable) or ultra pasteurized milk ***only if no other type of fresh milk is available or if listed on the warrant.***

Lactose free or reduced (for example, Lactaid), evaporated, dry, or goat milk : ***only if listed on warrant***
NO chocolate, or other "non dairy", fruit-flavored or organic milk;
NO containers smaller than 1 half gal unless printed on warrant or UHT is only type available.

SOY BEVERAGE

Brands and forms listed below authorized **only** if soy beverage is listed on warrants.

Brands Allowed:
Pacific Natural Foods Ultra Soy: Plain or vanilla flavored. Quart size; Shelf-stable (UHT)
8th Continent: Plain only. Half gallon size only; refrigerated

TOFU

Brands allowed:
Azumaya silken, lite silken and firm; Nasoya silken and lite silken; House premium silken, premium medium, premium firm, and premium extra firm; Soga All Natural extra firm; Westsoy lowfat and firm; and O Organics firm tofu; 14-16 oz.
Must be calcium-set. Refrigerated or shelf-stable. Includes organic.

CHEESE - Package size 16 oz. or larger only; 16 oz. = 1 lb.

Must buy least expensive brand

Domestic American, Kraft Deluxe American loaf, Cheddar (mild or medium only), Colby, Colby-Jack, Monterey Jack, Mozzarella (regular only) and Swiss. Low fat and/or low sodium allowed.

ONLY sliced cheese allowed is American (can be individually wrapped)
NO cheese food, product or spread; shredded, grated, string, sharp or extra sharp, imported, deli, organic, soy, goat, or raw
NO cheese with flavorings or added ingredients

EGGS - Small, medium, or large

Any eligible brand. Maximum quantity printed on warrant, but may buy less. Ova Easy dried eggs only if fresh eggs are not available (4 oz package of dried eggs = 1 dozen fresh eggs). **NO** brown, extra large, jumbo, low-cholesterol, organic, Eggland's Best Brand, "Naturally Nested" or free range eggs.

FISH - for exclusively breastfeeding mothers

Canned pink salmon: 14.75, 7.5, 6, and 5 oz. Skin and bones allowed

Canned tuna: plain: 6.25 oz. or less packed in water, **NO** Albacore or white.

Sardines: 3.75 and 15 oz, water or oil packed, added flavors allowed). Skin and bones allowed.

PEANUT BUTTER

Least Expensive brand peanut butter, 16-18 oz. jar, low sodium, low sugar or natural are allowed.

NO low-fat, organic , Honey Roasted, bulk, grind your own, or peanut butter with added marshmallows, jelly or honey.

INFANT FOODS

Infant Fruits and Vegetables

HOW TO BUY	
64 oz (Fruit & Veg)	16 (4 oz) jars
	OR 10 (6 oz) jars
	OR 9 (7 oz) 2-packs
May substitute up 2 lbs bananas: 8 oz baby food = 1 lb bananas	
17.5 oz (Meats)	7 (2.5 oz) jars
20 oz (Meats)	8 (2.5 oz) jars

FRUITS AND VEGETABLES: *Stage 2 and 3 Fruits and Vegetables without added ingredients. Sizes: 4 oz, 6 oz, or 3.5 oz 2-packs (net weight 7 oz).*
No organic. No additives, such as DHA/ARA.

Approved Brands: Beech-Nut, Gerber, Nature's Goodness, Parent's Choice:
Single ingredient or combinations of single ingredients.
For example: pears, peaches, strawberry-banana, squash, sweet potatoes & apples, garden vegetables, etc.
NOT ALLOWED: guava, mango, papaya varieties. No mixtures with rice, milk, or cereal.

Banana can replace infant fruit: 1 lb bananas = 8 oz fruit
May substitute up to 2 lb bananas

INFANT MEATS (for exclusively breastfed infants):

Gerber 2nd Foods and Beechnut Stage 1 (2.5 oz jar): Beef & Beef Gravy, Chicken & Chicken Gravy, Ham & Ham Gravy, Turkey & Turkey Gravy, Veal & Veal Gravy, Lamb & Lamb Gravy. *No organic. No additives, such as DHA/ARA. No infant dinners.*

Infant Cereal

Package size 8 oz or 16 oz only. Any combination of allowed cereal: Barley, Oatmeal, Rice, or Mixed, Multi-grain.
NOT ALLOWED: Added fruit or single serving boxes, infant cereal in jars. *No organic. No additives, such as DHA/ARA.*

Purchase only the quantity of boxes printed on warrant.

WHOLE GRAINS

Amount up to 16-32 oz. as listed on WIC warrants. Any combination of bread, rolls, brown rice and/or tortillas up to the amount listed for whole grains. 1 LB = 16 oz.

Whole Grain Bread: As listed below. No diet, light, or gluten-free. May be purchased with tortillas and/or brown rice to add up to total amount on warrant. WW=Whole Wheat

Earl of Sandwich 100% WW Bread 16 oz.
Grain Basket 14 Grain Harvest Bread 16 oz.
Rubschlager European Style Whole Grain bread 16 oz.
Rubschlager 100% WW Bread 16 oz.
Sara Lee Classic 100% WW Bakery Bread 16 oz.
Nature's Pride 100% WW Bread 20 oz.
Great Value 100% WW Bread 24 oz.
Kroger Country Oven Sandwich Bread 100% WW 24 oz.
Cascade Pride 100% Stone Ground Wheat bread 24 oz.
Sara Lee Hearty and Delish 100% WW Bread 24 oz.
Alaska Golden Pride 100% WW Bread 24 oz.
Franz Oregon Trail 100% WW Bread 26 oz.

Fred Meyer 100% WW Bread 16 oz.
Roman Meal 100% WW Bread 16 oz.
Franz 100% WW Bread 16 oz.
Sara Lee Soft and Smooth 100% WW Bread 20 oz.
Safeway 100% WW Bread 22 oz.
Oroweat 100% WW Bread 24 oz.
Franz 100% WW Bread 24 oz.
Sara Lee 100% WW Bread w/ honey 24 oz.
Wonder Stone ground 100% WW Bread 24 oz.
Nature's Pride 100% WW Bread 24 oz.

Whole Grain Buns & Rolls: As listed below. No diet, light, or gluten-free. May be purchased with tortillas and/or brown rice to add up to total amount on warrant. WW=Whole Wheat

Oroweat 100% WW Buns 10 oz.
Fred Meyer (FM) 100% WW Hamburger Rolls 14 oz
Oroweat 100% WW Dinner Rolls 14 oz.
Sara Lee 100% WW Hamburger Buns w/ Calcium and Vitamin D 16 oz.
Sara Lee 100% WW Hot Dog Buns w/ Calcium and Vitamin D 16 oz.
Sara Lee 100% WW Mini Buns w/ Calcium and Vitamin D 16 oz.
Safeway 100% WW Dinner Rolls 20 oz.

Oroweat Sandwich Thins Multi-Grain 12 oz.
Oroweat 100% WW Hot Dog Buns 14 oz.
Country Oven 100% WW Dinner Rolls 18 oz.
Oroweat 100% WW Hamburger Buns 21 oz.

Corn Tortillas: White or Yellow Corn, soft only: 100% whole grain; up to 16 oz package; Don Pancho, La Burrita, Reser's, Guerrero, Mission, Carlita, and Taco Loco brands only. May be purchased with brown rice and/or whole grain bread to add up to total amount on warrant.

Whole Wheat Tortillas-up to 16 oz. Package must say "Whole Wheat" or "100% Whole Wheat" on label. Don Pancho, La Burrita, Reser's, Guerrero, IGA, and Ortega brands only. Mission Multi-Grain Wraps OK. May be purchased with brown rice and/or whole grain bread to add up to total amount on warrant.

Brown Rice: Any brand, plain brown rice in boxes or bags. May be instant, quick or regular cooking, long or short grain. Participants can buy up to total ounces listed on WIC warrants. This may be purchased with tortillas and/or whole grain bread to add up to total amount on warrant. No fats, oils, sodium, or sugars. No bulk.

FRUITS & VEGETABLES: Fresh, canned, or frozen

Fruits and vegetables can be purchased with Fruit and Vegetable Vouchers (FVV).
A FVV has a set dollar amount. Participants can pay additional amount above value of FVV by using cash, credit, debit, check, or Food Stamp EBT card. FVVs can be combined. No change can be given for lesser purchases.

ALLOWED

- Any eligible brand/variety and container size or type
- Bagged salads and vegetables
- Fruits/vegetables precut/cleaned and packaged in store for individual use
- Fruit or vegetable mixtures, whole or cut
- Organic
- Artificial sweetener or flavors enhanced with herbs
- Spaghetti sauce and salsa allowed if no added meat, sugar, fats, or oils

NOT ALLOWED

- No dried fruits or vegetables
- No fruit leathers or fruit rollups
- No cut fruits and vegetables from salad bars or party platters
- No varieties of white potatoes or products i.e. red, gold, purple, etc. and no product that has white potato in it (Yams and Sweet potatoes are allowed)
- No edible blossoms and flowers, e.g. squash blossoms (but broccoli, cauliflower and artichokes are allowed)
- No juice or soup
- No creamed or sauced vegetables
- No catsup or other condiments, pickled vegetables, olives, pizza sauce, etc.
- No separate herbs or spices; vegetable grain (pasta or rice) mixtures; fruit-nut mixtures; breaded vegetables; ornamental and decorative fruits and vegetables such as chili peppers on a string, garlic on a string, gourds, painted pumpkins, fruit baskets and items such as blueberry muffins and other baked goods.

Frozen Fruits and Vegetables: Any fruit or vegetable mixture is allowed. Any kind of beans such as green beans, wax beans, black-eyed peas, black beans, or pinto beans allowed. No added fats, oils, sugars, syrups or salt.

Canned Fruits and Vegetables: Regular or low sodium. Minimum sugar added for processing allowed. Any plain fruit or fruit mixture may be juice or water-packed without added sugars, syrup, fats, oils, or salt (unsweetened or no sugar added applesauce only). No added fats, oils, or meats. No canned legumes—legumes separately specified on warrant.

WIC Infant Formula

ALLOWED: The exact brand, type, size and quantity of formula printed on warrant.
NOT ALLOWED: Less than the amount specified on the warrant. **No substitutions allowed.**

Similac Advance Early Shield: 12.4 oz powder or 13 fl oz concentrate
Similac Sensitive Isomil Soy: 12.4 powder or 13 fl oz concentrate
Similac Sensitive: 12.6 oz powder or 13 fl oz concentrate

NOTE: Similac Sensitive Isomil Soy's name will change to **Similac Soy Isomil** approx. December 2010. This will not affect the formula type and number of cans that clients will receive from WIC.

Cashier Instructions

1. Check the customer's picture ID. The name on the ID must be on the WIC warrant(s).
2. **Check the dates** printed on the warrant(s). **Do not** accept a warrant **before** the first date or **after** the last date printed on the warrant.
3. Compare the amounts and types of foods selected by the customer with the items printed on the warrant(s). The customer is not required to buy all of the foods on the warrant (except infant formula). The customer cannot buy more than the amounts listed; however, they may use the store's "buy one, get one free" offers like other customers. The customer **must buy all the formula** listed on the warrant.
4. Refer to AK WIC Food List to be sure selected items are authorized types/brands/sizes. (Selling unauthorized foods or non-food items is not allowed.)
5. The fruit and vegetable vouchers (FVV) looks like a regular WIC warrant except that it has a not-to-exceed dollar value of $6, $8, or $10 each. Clients use these to buy fruits and vegetables. See below
6. Clients can buy combination of fresh, frozen, or canned fruits &vegetables that meet the WIC guidelines. Refer to the attached "General Questions concerning Fruits and Vegetable Vouchers" for processing fruits and vegetable vouchers.
7. Ring up the items separating them by warrant if there is more than one warrant. Deduct for any coupons and write the total on each warrant. Do not charge sales tax. A single warrant cannot exceed $200. **Remember:**
   - WIC purchases are tax exempt.
   - Charge only for WIC foods received by customer.
   - Do not give cash refunds for WIC purchases.
   - Do not accept warrants that appear to be altered.
   - Do not issue rain checks for WIC foods.
   - If you make an error when you write the amount on the warrant, draw a single line through the incorrect amount and write the correct amount next to it. A manager or cashier must initial the change.
8. Have the customer sign and date the warrant after the total amount has been written.
9. Compare the signature on the warrant with the signature on the customer's ID.
10. Write "WIC" on the back of the cash register receipt, unless register prints WIC on receipt.
11. Store's Vendor Number must be clearly stamped with black ink in the box below the actual amount of sale on warrant.

Cashier Guidance for Redeeming Fruit and Vegetable Vouchers (FVVs)

1. A FVV is a voucher/warrant/check for a set dollar amount that can be redeemed by the participant for the purchase of fruits and vegetables.
2. The following cannot be purchased with a FVV: Any variety of white potatoes or any mixture that contains them, no dried fruits or vegetables, canned or frozen vegetables with added sugar, salt, fats, oils, fruits and vegetables from the salad bar or party platters, catsup or other condiments, pickled vegetables, olives, soups, juices, edible blossoms, fruit leathers and fruit roll-ups, creamed or sauced vegetables, or canned legumes. Small amounts of sugar are allowed for processing vegetables. See current food list for allowed specifications.
3. If a WIC participant goes over the dollar amount on the FVV, politely inform the participant that they can choose to pay the difference by using cash, credit, debit, or Food Stamp EBT card. Taxes cannot be charged on the FVV portion of the transaction.
4. If a participant is cashing more than one FVV at a time, FVVs can be combined and used to pay a single transaction. However, no change can be given to the participant if their fruits and vegetable purchase cost less than the value of their FVVs.
5. Like the regular WIC checks, FVVs are good only for 30 days from the start date of the FVV. The vendor has 60 days to deposit them to his account.
6. A participant cannot return items purchased with a FVV and demand cash back. This is a serious violation of WIC regulations subject to fines and or termination from WIC for both vendor and participant. Instead, politely inform the participant that you are unable to process their request as it is against WIC rules. Refer them to their local WIC clinic. Inform the WIC clinic so they can help educate the participant appropriately.
7. FVVs will be able to be redeemed at farmers' markets, farm stands, and farmers during the farmers' market's season June – October, in areas of the state where farmers' markets, farm stands, and farmers operate. In Alaska, farmers' markets, farm stands and farmers cannot accept FVVs until June 2010. In the meantime, WIC participants can redeem their FVVs at an authorized WIC vendor only.

WIC is an equal opportunity provider and employer.

Alaska Department of Health & Social Services
Division of Public Assistance
Family Nutrition Programs-
WIC Program
P.O. Box 110612, Juneau, AK 99811-0612
(907) 465-3388 phone (907) 465-3416 fax

Revised 2/11/11