NORTH CAROLINA
WIC VENDOR MANUAL
EFFECTIVE October 1, 2014 – SEPTEMBER 30, 2015

WIC
SPECIAL SUPPLEMENTAL
NUTRITION PROGRAM
FOR WOMEN, INFANTS AND CHILDREN

STATE OF NORTH CAROLINA
Department of Health and Human Services
Division of Public Health • Nutrition Services Branch

www.nutritionnc.com

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Purpose of this Manual

The WIC Vendor Manual provides instruction to assist vendors participating in the North Carolina WIC Program. This manual, effective October 1, 2014, is a source of information about proper management practices as well as the requirements and responsibilities of the authorized WIC vendor.

Most questions or problems can be resolved by referring to the WIC Vendor Manual, Vendor Agreement, or by going to the Nutrition Services Branch web site www.nutritionnc.com/wic/vendor.htm. Any suggestions or unanswered questions about the WIC Program should be directed to the Local WIC Agency.

Agency:  

Phone:  

Email Address:  

What is WIC?

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

- Infants
- Children under age five
- Pregnant women
- Postpartum women
- Breastfeeding women

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

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

What is the Role of the Vendor?

Vendors play a unique role in the WIC Program and are critical to the success of the program. Local WIC Agencies issue food instruments and cash-value vouchers (types of “food prescriptions”), to WIC customers who exchange them for WIC supplemental foods. Vendors receive payment by depositing food instruments and cash-value vouchers in their bank, just as if they were depositing a check. Only authorized vendors may transact (accept) food instruments and cash-value vouchers.

WIC vendors are not permitted to use the acronym “WIC” or the WIC logo, including facsimiles, in total or in part, in the official name in which the business is registered or in the name under which the store does business. WIC vendors are also not permitted to use the WIC logo in advertising or promotional literature nor are vendors allowed to apply stickers, tags, or labels having the WIC acronym or logo on North Carolina approved WIC supplemental foods. Both the acronym and logo are registered service marks with the U.S. Patent and Trademark Office. The purpose of the restriction is to prevent use of the service marks by private sector organizations in ways likely to cause confusion in regard to their involvement with the WIC Program. It is USDA policy to avoid endorsements, directly or indirectly, of any commercial product, service, or enterprise.

The State WIC Agency allows vendors to use WIC shelf tags; however, it does not provide tags to vendors. The shelf tags may read “WIC Approved Item,” “WIC Approved Food,” or something similar. The tags may not include the name of a manufacturer, distributor, wholesaler, store, or brand name.
How to Become a WIC Vendor

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

1. Be an authorized Supplemental Nutrition Assistance Program (SNAP) vendor (free-standing pharmacies are exempt from this requirement). A vendor applicant shall not become authorized as a WIC vendor if the store is currently disqualified from SNAP or the store has been assessed a SNAP civil money penalty for hardship and the disqualification period that otherwise would have been imposed has not expired.

2. Not use the acronym “WIC” or the WIC logo, including facsimiles thereof, in total or in part, in the official name in which the business is registered or in the name under which the store does business.

3. Accurately complete the WIC Vendor Application, WIC Price List, WIC Vendor Agreement, Vendor Authorization for Direct Deposit (ACH Credits) form and Above Fifty Percent Vendor Self Declaration form.

4. Maintain current shelf prices that do not exceed the maximum price for each food within the vendor applicant’s peer group.

5. Pass a monitoring review conducted by the Local WIC Agency to determine whether the store has the required minimum inventory of supplemental foods.

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

7. Mark the current shelf prices of all WIC supplemental foods clearly on the foods or have the prices posted on the shelf or display case at all times.

8. Operate the store at a single, fixed location in North Carolina. The store shall be located at the address indicated on the WIC vendor application and shall be the site at which WIC supplemental foods are selected by the WIC customer.

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

10. Purchase all infant formula, exempt infant formula, and WIC-eligible medical foods directly from State-approved sources and provide to WIC customers infant formula, exempt infant formula, and WIC-eligible medical foods purchased only from the State-approved sources.

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

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

13. Not currently be disqualified from participation in the WIC Program. Additionally, the vendor applicant must not have an owner, officer, or manager that currently has or previously had a financial interest in a WIC vendor that was assessed a claim by the WIC Program and the claim has not been paid in full.

14. Not be expected to operate as a predominantly WIC vendor (PWV), as determined by the State WIC Program.

15. Excluding chain stores and stores under a WIC corporate agreement that have a separate manager on site for each store, not have an owner who holds a financial interest in any of the following: (1) another store that is disqualified from SNAP, or has been assessed a civil money penalty (“CMP”) in lieu of the disqualification and the time period during which the disqualification would have run has not expired; or (2) another store that is disqualified from the WIC Program, or has been assessed a monetary or civil money penalty in lieu of the disqualification and the time period during which the disqualification would have run has not expired.

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

**Competitive Pricing and Price Limitations**

Federal regulations require State WIC Programs to establish competitive pricing and price limitations for vendor authorization. Competitive pricing considers the prices a vendor charges for supplemental foods as compared to the prices charged by other authorized vendors. Price limitations ensure that a vendor maintains competitive prices as an authorized vendor.

The competitive pricing structure for the North Carolina WIC Program establishes five peer groups. The following lists the definitions of each vendor peer group.

**Vendor Peer Groups**

<table>
<thead>
<tr>
<th>PEER GROUP NUMBER</th>
<th>Definition of Peer Groups</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>12-month Redemption</td>
</tr>
<tr>
<td>I</td>
<td>$2,000 - $25,000</td>
</tr>
<tr>
<td>II</td>
<td>$25,001 - $75,000</td>
</tr>
<tr>
<td>III</td>
<td>$75,001 - $300,000</td>
</tr>
<tr>
<td>IV</td>
<td>$300,001 or more</td>
</tr>
<tr>
<td>V</td>
<td>Not applicable</td>
</tr>
</tbody>
</table>
Peer groups will be determined using the following system:

1. **Store classification.** This system supersedes redemption history and the number of registers for chain stores, stores under WIC Program corporate Vendor Agreement, military commissaries, and free-standing pharmacies. For example, a new major chain store is automatically assigned to peer group IV.

2. **Number of registers.** This system is used when a vendor applicant is not grouped by store classification and annual WIC Program redemption history is not available.

3. **Redemption Data.** Vendors for which annual redemption history is available will be placed in a peer group based on the vendor’s redemption data. This system supersedes the number of registers and excludes vendors assigned to a peer group based on store classification.

**Definitions**

**Chain Store:** A store owned or operated by a corporation, partnership, cooperative association, or other business entity that has 20 or more stores owned or operated by the business entity.

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

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

**Food Instrument:** A check used by a WIC customer to obtain North Carolina approved WIC supplemental foods.

**Cash-value Voucher (CVV):** A fixed-dollar amount check used by a WIC customer to obtain authorized fruits and vegetables.

**Maximum Allowable Price (MAP)**

A Maximum Allowable Price (MAP) is established for each supplemental food for each peer group, except exempt infant formulas and WIC eligible medical foods. The MAP is set at the 97th percentile of the current highest shelf price for each supplemental food within a vendor peer group. The payment for any food instrument cannot exceed the MAP for the combination of foods on that food instrument. The MAPs are established using WIC Price List data twice per year and market surveys twice per year.

The MAPs and a list of exempt infant formulas and WIC eligible medical foods are posted on the North Carolina Nutrition Services Branch web site, [www.nutritionnc.com/wic/vendor.htm](http://www.nutritionnc.com/wic/vendor.htm), and may be obtained from your Local WIC Agency.
### Application Process

Applicants, other than free-standing pharmacies, must be authorized SNAP vendors prior to applying for WIC Program vendor authorization. To be eligible to accept WIC food instruments and cash-value vouchers, food retailers and free-standing pharmacies must be authorized by the Local and State WIC Agencies, which includes having a current WIC Vendor Agreement signed by the vendor, the Local WIC Agency, and the State WIC Agency.

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

- WIC Vendor Application (DHHS 3282)
- WIC Price List (DHHS 2766)
- Vendor Agreement (DHHS 2768)
- Vendor Authorization for Direct Deposit (ACH Credits)
- Above Fifty-Percent Vendor Self Declaration

Free-standing pharmacies are only required to submit a specialized price list for exempt infant formula and WIC-eligible medical foods at authorization and reauthorization. Vendor applicants under a WIC corporate agreement are only required to complete a WIC Vendor Application (DHHS 3282); however, some vendor applicants under a WIC corporate agreement may also be required to complete a Vendor Authorization for Direct Deposit (ACH Credits) form. Vendor applicants under a WIC corporate agreement must also complete an Above Fifty-Percent Vendor Self Declaration form. All forms should be submitted to the Local WIC Agency. Once required forms have been submitted to the Local WIC Agency, the owner or an authorized store representative must attend training provided by the Local WIC Agency.

Corporations with 20 or more authorized stores sign a single WIC Vendor Agreement. Corporate offices submit a WIC Price List (DHHS 2766) directly to the Nutrition Services Branch; therefore, individual stores under a WIC corporate agreement do not submit a WIC Price List to the Local WIC Agency.

The Local WIC Agency conducts a pre-authorization routine monitoring visit of the store to determine if the applicant’s store meets WIC vendor requirements. A key requirement is that the store carries the required minimum inventory of WIC supplemental foods.

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

After the required pre-authorization monitoring visit has been completed, the Local WIC Agency then submits the required forms to the State WIC Agency for review. If a vendor applicant has prices above the MAP for its assigned peer group, the State WIC Agency notifies the vendor applicant in writing. The vendor applicant is then given an opportunity to submit a revised WIC Price List within 30 days. If any of the vendor applicant’s resubmitted prices exceed the MAP or the vendor does not resubmit prices within 30 days, the application is denied in writing. The applicant must wait 90 days from the date of the written denial to reapply for authorization.
A vendor applicant cannot transact (accept) WIC food instruments or cash-value vouchers prior to authorization. Upon authorization, the State WIC Agency will provide a WIC Vendor Agreement signed by the vendor, the Local WIC Agency and the State WIC Agency, and issue a vendor stamp to the vendor through the Local WIC Agency.

Authorized vendors should notify their bank of their participation in the WIC Program. A sample letter to the bank is provided for that purpose in the “Forms, Instructions, and Resources” section of this manual.

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

How to Maintain or End WIC Vendor Authorization

Authorized vendors wishing to maintain their WIC authorization must have on file in the State WIC Agency a signed, current WIC Vendor Agreement (DHHS 2768). For authorized vendors under a WIC corporate agreement, this will be handled through the corporate office. The agreement is effective from the date signed by the State WIC Agency until September 30, 2015.* Authorized vendors must complete a WIC Vendor Information Update (DHHS 779) each year prior to October 1 and any time there is a change in store information. Vendors must submit an updated WIC Price List (DHHS 2766) by October 1 and April 1 of each year and within one week of the written request of the State or Local WIC Agency. Vendors must attend annual vendor training each year by September 30th to maintain authorization.

*Note: The North Carolina WIC Vendor Agreement runs on a three (3) year cycle with the current agreement effective until September 30, 2015. If a vendor becomes authorized during the three year cycle, the agreement will be effective from the date of authorization until September 30, 2015. Authorization is not a license or property interest. Vendors must reapply for WIC authorization at the end of each contract period.

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

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

A change in store location of more than three miles from the store’s previous location shall result in termination of the WIC Vendor Agreement by the State WIC Agency. The store owner must reapply for vendor authorization as described in the “How to Become a WIC Vendor” section of this manual. If the
relocation is three miles or less, complete a WIC Vendor Information Update form and submit to the Local WIC Agency. A new WIC Vendor Agreement is not required.

Additionally, cessation of operations, withdrawal from the WIC Program or disqualification from the WIC Program shall result in termination of the WIC Vendor Agreement by the State WIC Agency.

Please refer to the Terms of Vendor Agreement and 10A N.C.A.C. Subchapter 43D for a comprehensive list of requirements relevant to maintaining WIC vendor authorization.

Vendors may voluntarily end their WIC Vendor Agreement at any time by providing 30 days’ advance written notice. At the end of this 30-day period, the vendor stamp must be returned to the Local WIC Agency. Vendors should notify their WIC customers that they no longer accept WIC food instruments or cash-value vouchers.

How to Handle Complaints

Local WIC Agencies are required to report significant complaints about vendors to the Vendor Management Unit in the Nutrition Services Branch. The complaint may come from a variety of sources including WIC customers, WIC staff, WIC vendors, and members of the general public. Depending on the nature of the complaint, the Nutrition Services Branch may target the vendor for investigation.

Vendors and WIC customers should report vendor and participant related complaints to their Local WIC Agency before contacting the State WIC Agency.

When submitting a complaint, use the “Vendor Management Complaint Intake Form.” An example of this form can be found in the “Forms, Instructions and Resources” section of this manual.

WIC Supplemental Foods

The WIC Program allows certain supplemental foods that are beneficial to and meet specific nutrient needs for its customers. WIC customers can obtain any of the North Carolina approved WIC supplemental foods in the quantities specified on the WIC food instruments and authorized fruits or vegetables with cash-value vouchers.

A list of the NC WIC Program approved foods and the current formula products approved for issuance may be obtained at your Local WIC Agency or found at www.nutritionnc.com/wic/vendor.htm.

Note: Refer to the North Carolina WIC Vendor Transaction Guide effective October 1, 2012 to September 30, 2015 for more information.

Sources of Infant Formula

Vendors must purchase all infant formula, exempt infant formula, and WIC-eligible medical foods directly from State-approved sources and provide to WIC customers infant formula, exempt infant formula, and WIC-eligible medical foods purchased only from the State-approved sources. Failure to comply with these requirements shall result in termination of the WIC Vendor Agreement. A list of approved sources (suppliers) may be obtained at your Local WIC Agency or found at
Vendors must retain invoices, receipts, copies of purchase orders, and any other proofs of purchase for all WIC supplemental foods, including infant formula, which details at a minimum: the name of the seller and be prepared entirely by the seller or on the seller’s business letterhead; the date of purchase and the date the authorized vendor received the WIC supplemental food at the store if different from the date of purchase; and a description of each WIC supplemental food item purchased, including brand name, unit size, type or form, and quantity. Failure to retain and provide this purchase documentation upon request can lead to disqualification from the WIC Program.

**Minimum Inventory Requirements**

To assure that WIC customers can obtain all foods prescribed on their food instrument and authorized fruits and vegetables with a cash-value voucher, WIC vendors must stock the required minimum inventory of WIC supplemental foods. The required minimum inventory is listed in the WIC Vendor Agreement. An exception to the minimum inventory requirement is made for free-standing pharmacies, which provide only exempt infant formula and WIC eligible medical foods. The required minimum inventory is listed below.

<table>
<thead>
<tr>
<th>Food Item</th>
<th>Type of Inventory</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milk</td>
<td>Whole fluid, gallon</td>
<td>2 gallons</td>
</tr>
<tr>
<td></td>
<td>Skim/lowfat fluid: gallon</td>
<td>4 gallons</td>
</tr>
<tr>
<td>Cheese</td>
<td>1 pound package</td>
<td>2 pounds</td>
</tr>
<tr>
<td>Cereals</td>
<td>2 types: whole grain</td>
<td>6 packages total</td>
</tr>
<tr>
<td></td>
<td>(minimum package size 12 ounces)</td>
<td></td>
</tr>
<tr>
<td>Eggs</td>
<td>Grade A, large, white: one dozen size carton</td>
<td>2 dozen</td>
</tr>
<tr>
<td>Juices</td>
<td>Single strength: 48 ounce container</td>
<td>4 containers</td>
</tr>
<tr>
<td></td>
<td>64 ounce container</td>
<td>4 containers</td>
</tr>
<tr>
<td>Dried Peas &amp; Beans</td>
<td>1 pound package</td>
<td>2 packages</td>
</tr>
<tr>
<td>Peanut Butter</td>
<td>16 to 18 ounce container</td>
<td>2 containers</td>
</tr>
<tr>
<td>Infant Cereal</td>
<td>8 ounce box</td>
<td>6 boxes</td>
</tr>
<tr>
<td>Infant Formula</td>
<td>Milk-based concentrate: 12 to 13 ounce</td>
<td>34 cans</td>
</tr>
<tr>
<td></td>
<td>Soy-based concentrate: 12 to 13 ounce</td>
<td>17 cans</td>
</tr>
<tr>
<td></td>
<td>Milk-based powder: 11 to 14 ounce</td>
<td>10 cans</td>
</tr>
<tr>
<td></td>
<td>Soy-based powder: 11 to 14 ounce</td>
<td>5 cans</td>
</tr>
<tr>
<td></td>
<td>(Brands must be the primary contract infant formulas)</td>
<td></td>
</tr>
<tr>
<td>Fruits</td>
<td>14 to 16 ounce can: 2 varieties</td>
<td>6 cans total</td>
</tr>
<tr>
<td>Vegetables</td>
<td>14 to 16 ounce can: 2 varieties</td>
<td>6 cans total</td>
</tr>
</tbody>
</table>

*(excludes foods in the dried peas & beans category)*
Guidelines for Transacting WIC Food Instruments and Cash-value Vouchers

A transaction is the process by which a WIC customer presents a food instrument or cash-value voucher to a vendor in exchange for authorized supplemental foods allowed by the WIC Program. WIC customers include participants and their caretakers along with approved/allowed proxies and compliance investigators.

The key to proper WIC transactions is to ensure that all store personnel strictly follow procedures. If proper procedures are not followed, food instruments and cash-value vouchers will be rejected and personnel from the State or Local WIC Agency may investigate and/or conduct routine monitoring of the store.

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

Change in WIC Food Instruments and Cash-value Vouchers Due to the Crossroads System

The North Carolina WIC Program developed a new computer system called Crossroads that has resulted in a change in the format of food instruments and cash-value vouchers. Though not fully implemented statewide, many participants have been issued food instruments/cash-value vouchers from the new system. The statewide transition will occur slowly between late spring through the end of calendar year 2014, depending on the county. As a result, you may see the newly formatted food instruments/cash-value vouchers transacted in your store. The check stock color will remain the same, but the following will change:

- “Issue Date” will be listed as “First Date to Spend”
- “Participant Must Use By” date will be listed as “Last Date to Spend”
- The printed text will be smaller and in a different font
- More foods may appear on an individual food instrument
- The quantity of the foods listed may be greater
- The quantities of the foods listed will be numeric not spelled out
- The “Participant Name” will be changed to the “Family Name”
- The “F-ID” (Family ID) will be listed instead of “Participant ID”
- The “F-ID” will be listed under the “Family Name”
- The dollar value of the CVV will range from $1.00 - $10.00.

Until all areas of the State begin to use Crossroads, you may see food instruments/cash-value vouchers that are generated from both the old and the new systems. Please accept both types of food instruments/cash-value vouchers until further notice.
Types of Food Instruments and Cash-value Vouchers

There are currently four types of food instruments and four types of cash-value vouchers issued which are displayed in the table below:

<table>
<thead>
<tr>
<th>Types of Food Instruments and Cash-value Vouchers</th>
<th>Food Instruments issued in the Old ADP WIC System</th>
<th>Food Instruments issued in the New Crossroads WIC System</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Electronically Printed</strong></td>
<td>&quot;Participant Name&quot;</td>
<td>&quot;Family Name&quot;</td>
</tr>
<tr>
<td></td>
<td>&quot;Participant Number&quot;</td>
<td>&quot;F-ID&quot; (Family ID)</td>
</tr>
<tr>
<td></td>
<td>&quot;Issue Date&quot;</td>
<td>&quot;First Date to Spend&quot;</td>
</tr>
<tr>
<td></td>
<td>&quot;Participant Must Use By&quot;</td>
<td>&quot;Last Date to Spend&quot;</td>
</tr>
<tr>
<td><strong>Preprinted Manual - Handwritten by Local Agency</strong></td>
<td>&quot;Participant Name&quot;</td>
<td>&quot;Family Name&quot;</td>
</tr>
<tr>
<td></td>
<td>&quot;Participant Number&quot;</td>
<td>&quot;F-ID&quot; (Family ID)</td>
</tr>
<tr>
<td></td>
<td>&quot;Issue Date&quot;</td>
<td>&quot;First Date to Spend&quot;</td>
</tr>
<tr>
<td></td>
<td>&quot;Participant Must Use By&quot;</td>
<td>&quot;Last Date to Spend&quot;</td>
</tr>
</tbody>
</table>

Food instruments and cash-value vouchers issued in North Carolina can be transacted at any WIC authorized vendor within the state. Vendors that accept food instruments or cash-value vouchers issued by other states run the risk of not being paid.

Samples of the North Carolina food instruments and cash-value vouchers are shown on the following pages.
WIC Food Instrument

Examples of food instruments issued from the old ADP system and the new Crossroads system on a lavender background.

**Issued from Old ADP System**

- Food instrument must be transacted on/or between “Issue Date” and “Participant Must Use By” date
- Vendor stamp must be imprinted here (must be legible)
- WIC customer must sign in presence of cashier
- “Pay Exactly” amount of purchased WIC food must be within MAP
- “Date Transacted” must be written on the food instrument prior to obtaining the WIC customer’s signature

**Issued from New Crossroads System**

- Food instrument must be transacted on/or between “First Date to Spend” and “Last Date to Spend”
- Vendor stamp must be imprinted here (must be legible)
- WIC customer must sign in presence of cashier
- “Pay Exactly” amount of purchased WIC food must be within MAP
- “Date Transacted” must be written on the food instrument prior to obtaining the WIC customer’s signature
WIC Preprinted Food Instrument

Examples of WIC preprinted food instruments issued from the old ADP system and the new Crossroads system on a lavender background.

Issued from Old ADP System

- “Participant Name,” “Participant Number,” “Issue Date” and “Participant Must Use By” date will be handwritten here by the Local WIC Agency
- Vendor stamp must be imprinted here (must be legible)
- WIC customer must sign in presence of cashier
- Food instrument must be transacted on/or between “Issue Date” and “Participant Must Use By” date.
- “Pay Exactly” amount of purchased WIC foods must be within MAP
- “Date Transacted” must be written on the food instrument prior to obtaining the WIC customer’s signature

Issued from New Crossroads System

- “Family Name,” “F-ID,” “First Date to Spend” and “Last Date to Spend” will be handwritten here by the Local WIC Agency
- Vendor stamp must be imprinted here (must be legible)
- WIC customer must sign in presence of cashier
- Food instrument must be transacted on/or between “First Date to Spend” and “Last Date to Spend”.
- “Pay Exactly” amount of purchased WIC foods must be within MAP
- “Date Transacted” must be written on the food instrument prior to obtaining the WIC customer’s signature
WIC Cash-value Voucher

Examples of WIC cash-value voucher issued from old ADP system and new Crossroads system on a light orange background.

Issued from Old ADP System

Vendor stamp must be imprinted here (must be legible)

WIC customer must sign in presence of cashier

Cash-value voucher must be transacted on/or between the “Issue Date” and “Participant Must Use By” date

“Date Transacted” must be written on the cash-value voucher prior to obtaining the WIC customer’s signature

“Pay Exactly” amount cannot exceed value of cash-value voucher

Issued from New Crossroads System

Vendor stamp must be imprinted here (must be legible)

WIC customer must sign in presence of cashier

Cash-value voucher must be transacted on/or between the “First Date to Spend” and “Last Date to Spend”

“Date Transacted” must be written on the cash-value voucher prior to obtaining the WIC customer’s signature

“Pay Exactly” amount cannot exceed value of cash-value voucher
WIC Preprinted Cash-value Voucher

Examples of preprinted WIC cash-value voucher issued from old system and new Crossroads system on a light orange background.

Issued from Old ADP System

“Participant Name,” “Participant Number,” “Issue Date” and “Participant Must Use By” date will be handwritten here by the Local WIC Agency

Vendor stamp must be imprinted here (must be legible)

WIC customer must sign in presence of cashier

Cash-value voucher must be transacted on/or between the “Issue Date” and “Participant Must Use By” date

“Pay Exactly” amount cannot exceed value of cash-value voucher

“Date Transacted” must be written on the cash-value voucher prior to obtaining the WIC customer’s signature

Issued from New Crossroads System

“Family Name,” “F-ID,” “First Date to Spend” and Last Date to Spend” will be handwritten here by the Local WIC Agency

Vendor stamp must be imprinted here (must be legible)

WIC customer must sign in presence of cashier

Cash-value voucher must be transacted on/or between the “First Date to Spend” and “Last Date to Spend”

“Pay Exactly” amount cannot exceed value of cash-value voucher

“Date Transacted” must be written on the cash-value voucher prior to obtaining the WIC customer’s signature
Transaction Procedures at the Checkout Counter

Procedures for properly transacting food instruments and cash-value vouchers are as follows:

- Have the customer separate the WIC foods obtained with the food instrument and the fruits and vegetables obtained with the cash-value voucher from other items being purchased.

- Use only black or blue ink when completing a food instrument or cash-value voucher.

- Check the “Issue Date/First Date to Spend” and “Participant Must Use By / Last Date to Spend” to ensure the food instrument or cash-value voucher is being presented within the allowable transaction period of 30 days. Enter the current month/day/year in the “Date Transacted” box.

- Verify that the WIC customer obtains only the authorized WIC supplemental foods and quantities listed on the food instrument and only authorized fruits and vegetables with the cash-value voucher. The easiest way to do this with a food instrument is to check items in the order in which they are listed on the food instrument. If a WIC customer does not wish to obtain all of the items listed on the food instrument or the full dollar value of the cash-value voucher, total only the supplemental foods actually chosen.

- Enter in the “Pay Exactly” box on the food instrument or cash-value voucher only the total amount of the current shelf prices, or less than the current shelf prices, for the WIC supplemental foods actually provided. Sales tax may not be charged for any WIC food transaction.

- For food instruments, the total amount must be within the MAP for that instrument applicable to the vendor’s peer group. If the “Pay Exactly” amount exceeds the MAP for that food instrument, the State WIC Agency will make a direct deposit into the vendor’s bank account at the appropriate MAP.

- For cash-value vouchers, the total amount cannot exceed the full dollar value printed on the voucher. However, a WIC customer may obtain more fruits and vegetables than the full dollar value of a cash-value voucher if the WIC customer pays the difference. The balance is subject to sales tax. If the customer pays the balance with SNAP benefits, the balance is not taxed.

Example:

A WIC customer presents a cash-value voucher for $8.00; the amount of the fruits and vegetables they want to purchase equals $8.75. The cashier should write $8.00 in the “Pay Exactly” box of the cash-value voucher and the WIC customer should pay the $0.75, plus sales tax, if applicable on the $0.75.

- WIC customers are allowed to use multiple cash-value vouchers in one transaction if the vendor’s cash register system can accommodate this type of transaction.

- The WIC customer must then sign the food instrument or cash-value voucher in the presence of the cashier.
Equitable Treatment and In-store Promotions

7 CFR 246.12(h)(3)(iii) of the Federal WIC regulations requires WIC-authorized vendors to offer WIC customers the same courtesies that are offered to non-WIC customers. Per WIC Policy Memorandum from the United States Department of Agriculture (USDA), dated February 7, 2014, WIC authorized vendors may not treat WIC customers differently from non-WIC customers by excluding them from in-store promotions. This means that WIC-authorized vendors must offer in-store promotions to WIC customers that are offered to non-WIC customers and cannot disallow the use of in-store promotions in WIC transactions that are allowed in non-WIC transactions. Similarly, WIC-authorized vendors may not treat WIC customers differently by offering in-store promotions that are not offered to non-WIC customers. Failure to provide the same courtesies to WIC customers, as outlined above, is a violation of Federal WIC regulations, thereby constituting a vendor violation.

In-store promotions are defined collectively as incentive items, vendor discounts and coupons. An incentive item is an item or service provided by a vendor to attract customers or encourage customer loyalty. Incentive items may include free beverages, foods or baby products with the purchase of a certain WIC supplemental food. A vendor discount is defined as an in-store promotion that reduces the price or increases the quantity of a given product; a vendor discount may also result from the use of a coupon. The most common types of vendor discounts* are as follows:

- Buy One, Get One Free (BOGO)
- Buy One, Get One at a Reduced Price
- Free Ounces Added to Food Item by Manufacturer (Bonus Size Items)
- Transaction Discounts
- Store Loyalty/Rewards Cards
- Manufacturers’ Cents Off Coupons

Cash back is not permitted as a result of vendor discounts in any WIC transaction. Also, please note that although there are different types of vendor discounts that can be used, the WIC customer is not responsible for paying tax which results from the use of the vendor discount, e.g., the value of a coupon. In addition, as with any WIC transaction, vendors should not return any change to the WIC customer.

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

<table>
<thead>
<tr>
<th>Value of WIC Item</th>
<th>Coupon Value</th>
<th>“Pay Exactly” Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$9.80</td>
<td>.50¢</td>
<td>$9.30</td>
</tr>
</tbody>
</table>

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

Redemption is the process by which a vendor deposits for payment a food instrument or cash-value voucher transacted at that vendor and the State WIC Agency (or its financial agent) makes payment to the vendor for the food instrument or cash-value voucher.

1. Imprint the WIC vendor stamp in the “Pay the NC Authorized WIC Vendor Stamped Here” box on the front of the food instrument or cash-value voucher. Only the store’s WIC vendor stamp may be used. Use a black stamp pad and make sure the vendor number can be clearly read. The vendor stamp must be legible for the food instrument or cash-value voucher to be processed.

2. Imprint the vendor’s bank deposit stamp, or the vendor’s name, address, and bank account number on the back of the food instrument or cash-value voucher.

Deposit in the vendor’s bank only WIC Program food instruments and cash-value vouchers transacted at the vendor’s store. To be accepted for payment, food instruments and cash-value vouchers must be deposited at the vendor’s bank within 60 days of the “Issue Date/First Date to Spend” on the food instrument or cash-value voucher.

Transacting WIC Food Instruments at Free-standing Pharmacies

Authorized free-standing pharmacies can transact only food instruments for exempt infant formula and WIC-eligible medical foods. A list of these exempt infant formulas and WIC-eligible medical foods can be found on the Nutrition Services Branch web site at www.nutritionnc.com/wic/vendor.htm. You may also obtain a copy of the list from your Local WIC Agency.

If taken by a free-standing pharmacy, cash-value vouchers and food instruments for any foods other than exempt infant formula and WIC-eligible medical foods will not be paid. The food instruments and cash-value vouchers will be rejected by the bank and a service charge may be incurred for each one returned.

Food Instruments and Cash-value Vouchers: Automated Clearing House / Corrections / Replacements

Redeemed food instruments and cash-value vouchers are reviewed using a visual and automated process. This is called an “edit.” Food instruments and cash-value vouchers with edit errors are rejected. Vendors should check all food instruments and cash-value vouchers carefully prior to deposit to avoid having any returned to their bank without payment. If food instruments or cash-value vouchers are returned to their bank, vendors may be charged overdraft or service fees.

Automated Clearing House (ACH)

Returned food instruments that exceed the MAP will be paid through an Automated Clearing House (ACH) system. This is an automated deposit system that credits the vendor’s account at the MAP for each food instrument rejected for that reason. The original food instruments or Image Replacement Documents (IRD) are still returned to the vendor. Vendors provide the bank account information using the Vendor Authorization for Direct Deposit (ACH credits) form. See the “Forms, Instructions and Resources” section
of this manual for a copy of a Vendor Authorization for Direct Deposit (ACH Credits) form. Statements are sent weekly to vendors with ACH deposits. These statements provide details of each transaction.

Returned cash-value vouchers that exceed the full dollar value of the cash-value voucher will also be paid through the ACH system at the full dollar value of the voucher. The original cash-value voucher or IRD is returned to the vendor.

**Note:** Vendors cannot ask WIC customers for payment of rejected food instruments or cash-value vouchers, regardless of the reason for nonpayment. Vendors, therefore, do not have the right to obtain information concerning any WIC customer’s identity, including address or telephone number.

**Vendor Corrections Prior to or After Deposit**

A vendor can correct only two types of errors: errors made in the “Pay Exactly” and/or “Date Transacted” box. The proper correction procedure is as follows:

1. Draw a single line through the error (strikethrough). **Do not** use correction fluid or tape.
2. Mark the error with your initials.
3. Clearly enter the corrected “Date Transacted” and/or the “Pay Exactly” amount beside the error.
4. Deposit in the bank. It is not necessary to submit the food instrument or cash-value voucher to the Local WIC Agency.
5. If correction is required for errors in the “Pay Exactly” box after deposit **and rejection** from the bank, the vendor should follow the steps listed in 1 through 4 above and redeposit. This deposit must still be made within 60 days from the “Issue Date/First Date to Spend.” If redeposit cannot be made within 60 days from the “Issue Date/First Date to Spend,” the vendor should contact their Local WIC Agency.

If food instruments or cash-value vouchers are returned from the bank because the vendor stamp is missing or illegible, a vendor can imprint and redeposit. Food instruments returned for exceeding the Maximum Allowable Price (MAP) will be automatically paid at the MAP through an Automated Clearing House (ACH) system. Cash-value vouchers returned for exceeding the full dollar value will be paid at the full dollar value listed on the cash-value voucher through the ACH system. Other rejected food instruments or cash-value vouchers may be presented to the Local WIC Agency for possible replacement. See the next section for more information.

**Replacement by Local WIC Agency**

Food instruments and cash-value vouchers that do not clear the edit process are returned to the vendor’s bank with a stamp indicating the reason for the return. The following messages may be stamped on rejected food instruments and cash-value vouchers:

- Post Dated Void Do Not Redeposit
- Stale Dated Void Do Not Redeposit
- Missing Vendor Stamp - Stamp and Resubmit
- Encoding Error - Correct and Resubmit
- Altered $ Amount Contact Local Agency
- Over Max $ Amount ACH May Apply – Void
Replacement is the process by which a Local WIC Agency may issue a new food instrument or cash-value voucher to a vendor to take the place of one with correctable errors (see the Guidelines for Determining Replacement Options table on page 22). A replacement food instrument or cash-value voucher can be issued if the “Pay Exactly” amount has been altered and the vendor provides a receipt to verify the “Pay Exactly” amount. The “Pay Exactly” amount for a replacement food instrument will be within the MAP applicable to that vendor’s peer group. The “Pay Exactly” amount for a replacement cash-value voucher will not exceed the full dollar value of the cash-value voucher. If a vendor continues to request replacement food instruments or cash-value vouchers, the Local WIC Agency will monitor the vendor to verify prices. If a vendor’s prices exceed the current MAPs applicable to the vendor’s peer group, the vendor’s WIC Agreement is subject to termination.

Procedure for Replacement of Food Instruments:

1. Submit the food instrument to the Local WIC Agency. Include an explanation for the request and the “Pay Exactly” amount for replacement. Food instruments will be replaced for no more than the MAPs listed for the food items within the vendor’s peer group.

2. The Local WIC Agency replaces the food instrument using the WIC Program computer system, which prints the “Pay Exactly” amount automatically on the food instrument. The date of replacement is used as the “Issue Date/First Date to Spend.”

3. The Local WIC Agency staff signs in the signature box of the food instrument.

4. The vendor completes the “Date Transacted” upon deposit.

5. The vendor must deposit the food instrument within 60 days from the “Issue Date/First Date to Spend” printed on the food instrument replacement.

Vendors are encouraged to keep copies of food instruments that they submit for replacement. If the original food instruments are lost in the mail, copies must be provided to enable the Local WIC staff to consider replacing them.

Procedure for Replacement of Cash-value Vouchers:

1. Submit the cash-value voucher to the Local WIC Agency. Include an explanation for the request and the “Pay Exactly” amount for replacement. Cash-value vouchers will be replaced for no more than the full dollar value listed on the cash-value voucher.

2. The Local WIC Agency replaces the cash-value voucher using the WIC Program computer system, which prints the “Pay Exactly” amount automatically on the cash-value voucher. The date of replacement is used as the “Issue Date/First Date to Spend.”

3. The Local WIC Agency staff signs in the signature box of the cash-value voucher.

4. The vendor completes the “Date Transacted” upon deposit.
5. The vendor must deposit the cash-value voucher within 60 days from the “Issue Date/First Date to Spend” printed on the cash-value voucher replacement.

Vendors are encouraged to keep copies of cash-value vouchers that they submit for replacement. If the original cash-value-vouchers are lost in the mail, copies must be provided to enable the Local WIC staff to consider replacing them.

**Note:** Each Local WIC Agency establishes a policy for the frequency with which they will process requests. The vendor must follow this policy.

**Guidelines for Determining Replacement Options**

The following table illustrates the types of errors that can be corrected and the situations in which the Local WIC Agency may possibly replace the food instruments and cash-value vouchers. Use the table below for replacement guidelines.

<table>
<thead>
<tr>
<th><strong>Food Instrument or Cash-value Voucher Errors</strong></th>
<th><strong>Vendor Can Correct</strong></th>
<th><strong>Local WIC Agency Can Replace</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Date transacted</td>
<td>Precedes &quot;Issue Date/First Date to Spend&quot;</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>After &quot;Participant Must Use By / Last Date to Spend&quot; date</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Missing</td>
<td>No</td>
</tr>
<tr>
<td>&quot;Pay exactly&quot; amount</td>
<td>Has been altered - discovered before deposit</td>
<td>Yes (1)</td>
</tr>
<tr>
<td></td>
<td>Has been altered and returned from the bank</td>
<td>Yes (2)</td>
</tr>
<tr>
<td></td>
<td>Exceeds the Maximum Allowable Price (MAP)</td>
<td>Yes (4)</td>
</tr>
<tr>
<td></td>
<td>Exceeds value of cash-value voucher</td>
<td>Yes (5)</td>
</tr>
<tr>
<td>Vendor stamp imprint</td>
<td>Missing</td>
<td>Yes</td>
</tr>
<tr>
<td>Signature</td>
<td>Missing</td>
<td>No</td>
</tr>
<tr>
<td>Date vendor deposits a food instrument or cash-value voucher in the bank for the <strong>first time</strong></td>
<td>Over 60 days but not exceeding 180 days from &quot;Issue Date/First Date to Spend&quot; (6)</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Over 180 days from &quot;Issue Date/First Date to Spend&quot;</td>
<td>No</td>
</tr>
<tr>
<td>Batches of food instruments or cash-value vouchers totaling more than $500</td>
<td>Over 60 days from &quot;Issue Date/First Date to Spend&quot;</td>
<td>No</td>
</tr>
<tr>
<td>Encoding</td>
<td>Electronic file from bank shows a figure different from the correct &quot;Pay Exactly&quot; amount</td>
<td>Yes (7)</td>
</tr>
<tr>
<td>Food instrument or cash-value voucher is mutilated</td>
<td>Not applicable</td>
<td>No</td>
</tr>
</tbody>
</table>
(1) If errors can be corrected prior to deposit using the “Vendor Corrections” procedures on page 19.

(2) If errors can be corrected using the “Vendor Corrections” procedures on page 19 and re-deposited within 60 days from the “Issue Date/First Date to Spend.” If not, vendor should contact Local WIC Agency.

(3) If food instrument or cash-value voucher is returned from the bank stamped “Pay Exactly Altered” the Local WIC Agency can replace if the vendor provides a receipt to verify the “Pay Exactly” amount.

(4) If food instrument is corrected using the “Vendor Corrections” procedures on page 19 for no more than the MAP for vendor’s peer group, prior to deposit.

(5) If the cash-value voucher is corrected using the “Vendor Corrections” procedures on page 19 for no more than the full dollar value of the cash-value voucher, prior to deposit.

(6) Vendor must not have submitted food instruments or cash-value vouchers for replacement on two separate occasions within the preceding 12 months and the total value of the food instruments and cash-value vouchers does not exceed five hundred dollars ($500.00).

(7) Vendor may work with their bank to correct the error in the electronic file encoding that was submitted originally and resubmit the food instruments or cash-value vouchers if within 60 days from the “Issue Date/First Date to Spend.” If more than 60 days from “Issue Date/First Date to Spend,” vendor should contact their Local WIC Agency.

(8) Local WIC Agency may replace the food instrument or cash value voucher if more than 60 days from the “Issue Date/First Date to Spend” and the corrected “Pay Exactly” amount of the food instrument or cash-value voucher does not exceed the applicable MAP for the food instrument or the full dollar value of the cash-value voucher after being rejected by the bank. If the corrected “Pay Exactly” amount exceeds the applicable MAP or full dollar value, it will be replaced at the MAP or full dollar value.

*Note: Approval for replacements is contingent upon the date the food instruments/cash-value vouchers are submitted by the vendor to the Local WIC Agency and the availability of grant funding for the federal fiscal year.
Vendor Monitoring

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

Routine Monitoring

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

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

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

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

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

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

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

A compliance buy investigation is a covert, on-site investigation in which a representative of the WIC Program poses as a participant, parent or caretaker of an infant or child participant, or proxy, transacts one or more food instruments or cash-value vouchers, and does not reveal during the visits that he or she is a Program representative.

An inventory audit is the examination of a vendor’s food invoices, receipts, copies of purchase orders, and any other proofs of purchase to determine whether a vendor has purchased sufficient quantities of supplemental foods to provide participants the quantities specified on food instruments redeemed by the vendor during a given period of time. These records must be retained by the vendor for three years or until any audit pertaining to these records is resolved, whichever is later. **Failure or inability to provide these records for an inventory audit or providing false records for an inventory audit carries a three-year disqualification from the WIC Program.** All purchase documentation for WIC supplemental foods must include the following: 1) the name of the seller and be prepared entirely by the seller or on the seller’s business letterhead; 2) the date of purchase and the date the authorized vendor received the WIC supplemental food at the store if different from the date of purchase; and 3) a description of each WIC supplemental food item purchased, including brand name, unit size, type or form, and quantity.

Sanction System and Appeals

The North Carolina WIC Program sanction system is predominantly a pattern-based sanction system that requires disqualification of a vendor from the WIC Program for Program violations. Program violations include both federal and state-established violations. The disqualification periods for federal violations range from one year to permanent disqualification. A vendor’s disqualification for federal violations may also jeopardize the vendor’s SNAP authorization. The disqualification periods for state violations range from sixty (60) days to one year. Each violation has a required disqualification period for a specified number of occurrences. For example, two occurrences of vendor overcharging within a 12-month period require a three-year disqualification. Three occurrences of failure to stock the required minimum inventory within a 12-month period require a 180-day disqualification. Please refer to the Vendor Sanction System on pages 26-27 for the number of occurrences and the required disqualification period for each violation. The State WIC Agency will provide the vendor written notification of an initial violation that requires a pattern of occurrences to impose a disqualification, unless the State WIC Agency determines that notifying the vendor would compromise an investigation. This notice requirement does not apply to inventory audits and to violations that require disqualification after a single occurrence. A disqualified vendor must return its vendor stamp to the Local WIC Agency and can no longer accept food instruments or cash value vouchers.

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

When the State WIC Agency determines the vendor has committed a vendor violation that affects payment to the vendor, the State WIC Agency will deny payment or assess a claim. The State WIC Agency has the authority to deny payment or assess a claim in the amount of the full purchase price of each food instrument or cash-value voucher affected by the vendor violation. Denial of payment or assessment of a claim may be based on violations detected through inventory audits, compliance buy investigations or any other means the State WIC Agency deems necessary to determine Program compliance. Denial of payment by the State WIC Agency or payment of a claim by the vendor for a vendor violation does not negate any other sanctions applicable to the vendor for the violation. For example, payment of a claim by the vendor for a vendor violation does not negate a disqualification period that is also applicable to the vendor for the violation. The vendor must pay the claim and be disqualified. Vendors must reimburse the State WIC Agency in full or agree to a repayment plan with the State WIC Agency within thirty days of written notification of a claim. If a vendor fails to reimburse the State WIC Agency in full or agree to a repayment plan within thirty days of written notification of a claim, the WIC Vendor Agreement will be terminated. Vendor claims are not subject to appeal other than the opportunity to justify or correct as permitted by 7 CFR 246.12 (k)(3). Additionally, a vendor applicant cannot be authorized if any of the vendor applicant’s owners, officers or managers currently have or previously had a financial interest in a WIC vendor that was assessed a claim by the WIC Program and the claim has not been paid in full.
## VENDOR SANCTION SYSTEM
### FEDERAL MANDATORY VENDOR SANCTIONS

<table>
<thead>
<tr>
<th>VIOLATIONS</th>
<th>DISQUALIFICATION PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. A vendor criminally convicted of trafficking in food instruments or cash-value vouchers or selling firearms, ammunition, explosives, or controlled substances (as defined in 21 USC 802) in exchange for food instruments or cash-value vouchers. A vendor is not entitled to receive any compensation for revenues lost as a result of such violation.</td>
<td>Permanent</td>
</tr>
<tr>
<td>B. One occurrence of buying or selling food instruments or cash-value vouchers for cash (trafficking) or one occurrence of selling firearms, ammunition, explosives, or controlled substances (as defined in 21 USC 802) in exchange for food instruments or cash-value vouchers.</td>
<td>6 years</td>
</tr>
<tr>
<td>C. One occurrence of the sale of alcohol or alcoholic beverages or tobacco products in exchange for food instruments or cash-value vouchers.</td>
<td>3 years</td>
</tr>
<tr>
<td>D. Claiming reimbursement for the sale of an amount of a specific supplemental food item which exceeds the store's documented inventory of that supplemental food item for six or more days within a 60-day period. The six or more days do not have to be consecutive days within the 60-day period. Failure or inability to provide records or providing false records required under 10A NCAC 43D.0708(30) for an inventory audit shall be deemed a violation of 7 C.F.R.246.12(I)(1)(iii)(B) and 10A NCAC 43D.0710(a)(1).</td>
<td>3 years</td>
</tr>
<tr>
<td>E. Two occurrences of vendor overcharging within a 12-month period.</td>
<td>3 years</td>
</tr>
<tr>
<td>F. Two occurrences within a 12-month period of receiving, transacting or redeeming food instruments or cash-value vouchers outside of authorized channels, including the use of an unauthorized vendor or an unauthorized person.</td>
<td>3 years</td>
</tr>
<tr>
<td>G. Two occurrences within a 12-month period of charging for supplemental food not received by the WIC customer.</td>
<td>3 years</td>
</tr>
<tr>
<td>H. Two occurrences within a 12-month period of providing credit or non-food items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 USC 802, in exchange for food instruments or cash-value vouchers.</td>
<td>3 years</td>
</tr>
<tr>
<td>I. Three occurrences within a 12-month period of providing unauthorized food items in exchange for food instruments or cash-value vouchers, including charging for supplemental foods provided in excess of those listed on the food instrument.</td>
<td>1 year</td>
</tr>
<tr>
<td>J. 2\textsuperscript{nd} sanction, excluding sanctions for trafficking convictions and SNAP disqualifications.</td>
<td>Double Sanctions</td>
</tr>
<tr>
<td>K. 3\textsuperscript{rd} sanction, excluding sanctions for trafficking convictions and SNAP disqualifications.</td>
<td>Double Sanctions and no CMP option</td>
</tr>
<tr>
<td>L. Disqualification from SNAP</td>
<td>Same length of time as the SNAP disqualification and may begin at a later date than the SNAP disqualification</td>
</tr>
</tbody>
</table>
Note: Vendor overcharging is intentionally or unintentionally charging more for supplemental food provided to a WIC customer than to a non-WIC customer or charging more than the current shelf price for supplemental food provided to a WIC customer.

Charging over the MAP is NOT vendor overcharging so long as the vendor charges the WIC customer no more than it would have charged a non-WIC customer or no more than the current shelf price, whichever is less, for the supplemental foods provided. Additionally, a vendor can charge less than the MAP and still overcharge the WIC customer if the vendor charges more for the supplemental food provided to the WIC customer than to the non-WIC customer or charges more than the current shelf price for the supplemental food provided to the WIC customer.

### STATE VENDOR SANCTIONS

<table>
<thead>
<tr>
<th>VIOLATIONS</th>
<th>DISQUALIFICATION PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Two occurrences within a 12-month period of discrimination on the basis of WIC participation as referenced in 10A NCAC 43D.0708(38).</td>
<td>1 year</td>
</tr>
<tr>
<td>B. Three occurrences within a 12-month period of failure to properly transact a WIC food instrument or cash-value voucher by not completing the date and purchase price on the WIC food instrument or cash-value voucher before obtaining the WIC customer’s signature, by not obtaining the WIC customer’s signature in the presence of the cashier, or by accepting a WIC food instrument or cash-value voucher prior to the &quot;Issue Date&quot; or after the &quot;Participant Must Use By&quot; dates on the food instrument or cash-value voucher.</td>
<td>1 year</td>
</tr>
<tr>
<td>C. Three occurrences within a 12-month period of requiring a cash purchase to transact a WIC food instrument or cash-value voucher.</td>
<td>1 year</td>
</tr>
<tr>
<td>D. Three occurrences within a 12-month period of contacting a WIC customer in an attempt to recoup funds for a food instrument or cash-value voucher or contacting a WIC customer outside the store regarding the transaction or redemption of a WIC food instrument or cash-value voucher.</td>
<td>270 days</td>
</tr>
<tr>
<td>E. Three occurrences within a 12-month period of failure to provide program-related records referenced in 10A NCAC 43D.0708(30) when requested by WIC staff, except as provided in 10A NCAC 43D.0708(30) and 10A NCAC 43D.0710(a)(1) for failure or inability to provide records for an inventory audit.</td>
<td>180 days</td>
</tr>
<tr>
<td>F. Three occurrences within a 12-month period of failure to provide the information referenced in 10A NCAC 43D.0708(31) when requested by WIC staff.</td>
<td>180 days</td>
</tr>
<tr>
<td>G. Three occurrences within a 12-month period of failure to stock the minimum inventory specified in 10A NCAC 43D.0708(24).</td>
<td>180 days</td>
</tr>
<tr>
<td>H. Three occurrences within a 12-month period of stocking WIC supplemental foods outside of the manufacturer's expiration date.</td>
<td>90 days</td>
</tr>
<tr>
<td>I. Three occurrences within a 12-month period of failure to allow monitoring of a store by WIC staff.</td>
<td>90 days</td>
</tr>
<tr>
<td>J. Five occurrences within a 12-month period of failure to submit a WIC Price List as required by 10A NCAC 43D.0708(32).</td>
<td>90 days</td>
</tr>
<tr>
<td>K. Three occurrences within a 12-month period of failure to mark the current shelf prices of all WIC supplemental foods on the foods or have the prices posted on the shelf or display case.</td>
<td>60 days</td>
</tr>
<tr>
<td>L. Five occurrences within a 12-month period of requiring the purchase of a specific brand when more than one WIC supplemental food brand is available.</td>
<td>60 days</td>
</tr>
</tbody>
</table>
Forms, Instructions and Resources

The following section includes copies of forms and their corresponding instructions. This section also includes a sample letter from the vendor to the bank. A list of the current NC WIC Program Approved Foods and the current formula products may be obtained at your Local WIC Agency or found at [www.nutritionnc.com/wic/vendor.htm](http://www.nutritionnc.com/wic/vendor.htm).

- N.C. WIC Vendor Application (DHHS 3282)
- N.C. WIC Vendor Information Update (DHHS 779)
- WIC Vendor Agreement (DHHS 2768)
- WIC Vendor Agreement for Free-standing Pharmacies (DHHS 2768P)
- WIC Price List (DHHS 2766)
- WIC Price List for Free-standing Pharmacies (DHHS 2766P)
- WIC Vendor Monitoring Report (DHHS 2925)
- Vendor Authorization for Direct Deposit (ACH Credits)
- Above Fifty-Percent Vendor Self Declaration Form
- Cost Containment Exemption form for Pharmacies
- Sample Letters from Vendor to Bank
- Vendor Management Complaint Intake Form
- Approved Infant Formula Sources (Suppliers) List
- Food Sales Fact Sheet
- Vendor Discounts Information Sheet
N. C. WIC VENDOR APPLICATION

NOTE:
A. Complete the application either by typewriter or print in ink
B. Store owner or officer to complete
C. Return to Local WIC Agency

1. Store Name: _____________________________________________ Phone No: (____)____________________

   Mailing Address: ____________________________________________________________________________
   City: ____________________________________________________State: ___________ Zip: ______________

2. Street Address: _____________________________________________________________________________

   City: _________________________________County: _________________State: ___________ Zip: _________

3. Directions to store (from main hwy., rd, etc.): ______________________________________________________
   __________________________________________________________________________________________
   __________________________________________________________________________________________

4. Do you have internet access / capabilities?  ☐Yes  ☐ No

5. Email address: _____________________________________________

6. SNAP Permit Number __ __ __ __ __ __ (7 digits only) (formerly Food Stamps)

7. Federal Tax ID Number  _________________________________

8. Store Classification:
   ☐ Retail Large Chain ☐ Retail Independent/Convenience ☐ Free-Standing Pharmacy ☐ Commissary

9. Type of Ownership: (check one) ☐ Individual  ☐ Partnership ☐ Limited Partnership ☐ Corporation ☐ LLC
   If incorporated, LLC or Limited Partnership, Corporate/Company Name: ________________________________
   Physical address of regional or corporate headquarters (no P. O. Box #’s)_______________________________
   Phone No: (____)____________________

10. Business Hours  Sunday _____AM/PM - ____AM/PM       Thursday _____AM/PM - ______AM/PM
    Monday _____AM/PM - _____AM/PM         Friday _____AM/PM - ________AM/PM
    Tuesday _____AM/PM - _____AM/PM     Saturday _____ AM/PM - ________AM/PM
    Wednesday _____AM/PM - _____AM/PM

11. Amount of Store’s Annual SNAP Sales: $_____________________  

12. Amount of Store’s Annual Food Sales: $ ____________________

13. Total Number of Registers in Store (including U-Scans): ___________________

   Number of Registers with Scanning Devices: ____ Number of scanners that Identify WIC Authorized Foods: ____

14. Name of supplier(s) of infant formulas: ___________________________________________________________
    (Refer to list of authorized suppliers)

15. Name of supplier(s) for other WIC authorized foods: ________________________________________________
16. Is it expected that more than 50% of the store’s annual revenue will derive from the sale of food items through WIC sales?  ■ Yes  ■ No

17. Do you currently own a WIC authorized store where the WIC sales are above 50% of the total annual food sales?  ■ Yes  ■ No

18. What percentage of total food sales is expected to be:
   WIC ________% SNAP ______% Cash __________% Credit/Debit ______%?

19. Is WIC authorization required in order for the store to open for business?  ■ Yes  ■ No

20. Do you currently have inventory invoices available for food items purchased and currently stocked in your store?  ■ Yes  ■ No

21. How many months of inventory invoices are available? _____________

22. Do you currently have in stock the required minimum inventory?  ■ Yes  ■ No

23. Store Sales Include: (check all that apply)
   ■ Gasoline  ■ Special Formula  ■ Household Products  ■ Bread  ■ Fresh Vegetables/Fruits
   ■ Can Vegetables/Fruits  ■ Beef  ■ Poultry  ■ Pork  ■ Sandwich Meats  ■ Tofu  ■ Rice  ■ Baby Foods

   Mr.
   Mrs.

24. Name of Store Manager: Ms. ___________________________ (First) ___________________________ (Full Middle Name) ___________________________ (Last)

25. Is the store manager the primary contact person for the store?  ■ Yes  ■ No

26. Has the manager ever been convicted of a misdemeanor involving fraud, theft or misuse of state or federal funds, or any felony?  ■ Yes  ■ No  If yes, explain and give dates: _____________________________

27. How long has the store operated at the present site? _______ years ________ months

   If not applicable, provide opening date: _______________________________________

28. Has the store operated under another name and/or at a different location?  ■ Yes  ■ No

   If yes, former name and/or location of store: _______________________________________

29. Has the store (under its current name or a former name) ever been disqualified or assessed a monetary penalty by the WIC program?  ■ Yes  ■ No

   If yes, explain and give dates: _________________________________________________

30. Does the owner(s) (includes corporate owners) have a financial interest in a store that is currently disqualified or was previously disqualified or assessed a monetary penalty by the WIC program?  ■ Yes  ■ No

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

If yes, explain and give dates: _________________________________________________________________

32. Has the store (under its current name or a former name) ever been withdrawn, disqualified, or assessed a civil money penalty from the Supplemental Nutrition Assistance Program (SNAP)?  □ Yes   □ No

If yes, explain and give dates: _________________________________________________________________

33. Does the owner(s) (includes corporate owners) have a financial interest in a store that is currently, or has been previously withdrawn, disqualified or assessed civil money penalty by the Supplemental Nutrition Assistance Program (SNAP)?  □ Yes   □ No

If yes, explain and give dates: _________________________________________________________________

34. Has the owner(s) (includes corporate owners) ever had a financial interest in a store that was withdrawn, disqualified or assessed civil money penalty by the Supplemental Nutrition Assistance Program (SNAP)?  □ Yes   □ No

If yes, explain and give dates: _________________________________________________________________

35. Have any of the vendor applicant’s current owners, officers, or managers been convicted of or had a civil judgment entered against them for any activity indicating a lack of business integrity, including, but not limited to, fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, and obstruction of justice?  □ Yes   □ No

If yes, explain and give dates: _________________________________________________________________

DO NOT COMPLETE THE FOLLOWING SECTION FOR STORES UNDER CORPORATE AGREEMENT

OWNERSHIP DATA (For corporate store not under corporate agreement, provide information on officers.)

Mr.
Mrs.

Owner/Officer Name: Ms. ____________________________________________ Title (if Officer): __________________

(First)    (Full Middle)                       (Last)

Residential Address: ___________________________________________________________________________

City: _____________________________________ State: _________________ Zip: ________________________

Home Telephone No.: (      ) __________________________ Percentage of business/shares owned: __________%

Has the owner/officer ever been convicted of a misdemeanor involving fraud, theft or misuse of state or federal funds, or any felony?

□ Yes   □ No If yes, explain and give dates: ______________________________________________________

Does the owner (including a corporate owner) own any other stores(s)?  □ Yes   □ No If yes, please list name, location and if authorized by WIC indicate WIC Vendor Number. ______________________________________________________

_____________________________________________________________________________________________
Store Name: __________________________
Vendor No: __________________________

DO NOT SUBMIT THIS PAGE FOR STORES UNDER CORPORATE AGREEMENT

OWNERSHIP DATA
(For corporate store not under corporate contract, provide information on officers.)

Mr.  
Mrs.  

Owner/Officer Name: Ms. ___________________________________________  Title (if Officer): ____________________  (First)  (Full Middle)  (Last)

Residential Address: _________________________________________________________________________________________
City: _____________________________________  State: _________________  Zip: ________________________

Home Telephone No.: (     ) _____________________________________  Percentage of business/shares owned: ____________%

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

Does the owner (including a corporate owner) own any other stores(s)?  □ Yes  □ No  If yes, please list name, location and if authorized by WIC indicate WIC Vendor Number.
__________________________________________________________________________________________________________

Mr.  
Mrs.  

Owner/Officer Name: Ms. ___________________________________________  Title (if Officer): ____________________  (First)  (Full Middle)  (Last)

Residential Address: _________________________________________________________________________________________
City: _____________________________________  State: _________________  Zip: ________________________

Home Telephone No.: (     ) _____________________________________  Percentage of business/shares owned: ____________%

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

Does the owner (including a corporate owner) own any other stores(s)?  □ Yes  □ No  If yes, please list name, location and if authorized by WIC indicate WIC Vendor Number.
__________________________________________________________________________________________________________

Mr.  
Mrs.  

Owner/Officer Name: Ms. ___________________________________________  Title (if Officer): ____________________  (First)  (Full Middle)  (Last)

Residential Address: _________________________________________________________________________________________
City: _____________________________________  State: _________________  Zip: ________________________

Home Telephone No.: (     ) _____________________________________  Percentage of business/shares owned: ____________%

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

Does the owner (including a corporate owner) own any other stores(s)?  □ Yes  □ No  If yes, please list name, location and if authorized by WIC indicate WIC Vendor Number.

Store Name: ____________________________________
Vendor No.: ____________________________________

To the best of my knowledge, all of the above answers and the information contained on the accompanying WIC Price List (DHHS 2766) are correct. The prices are the ACTUAL PRICES FOR FOOD ON THE SHELVES. I understand that should I be accepted as a WIC vendor, I will be bound by WIC Program regulations and policies including, but not limited to:

1. Attending vendor training sessions
2. Training employees and being responsible for their actions regarding WIC Program procedures
3. Submitting accurate semi-annual price lists of WIC foods to the WIC Program
4. Submitting accurate market basket price lists of WIC foods to the WIC Program upon request from the WIC Program
5. Being monitored, investigated and/or audited periodically
6. Completing and complying with all items in the attached agreement

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

Owner/Officer Signature: _________________________________ Title (if Officer): _______________ Date:________

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

To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call toll free (866)632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800)877-8339; or (800)845-6136 (Spanish). USDA is an equal opportunity provider and employer.

FOR LOCAL WIC AGENCY USE ONLY
Application reviewed by:
Name: __________________________________________ Title: _________________________ Date: ____________
Local Agency: ____________________________________ Program Number: ______________

STATE WIC AGENCY USE ONLY
Application reviewed by:
Name: __________________________________________ Title: __________________________ Date: ___________

FOR USE BY N.C. WIC PROGRAM

Purpose:
This vendor application form is made available by local agency WIC Programs to any N.C. retailer who wishes to participate in the food delivery system of the N.C. WIC Program.

Preparation:
This form is to be completed by the owner/officer of the store seeking WIC-authorization status and returned to the Local WIC Program.

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

Reorder:
This form may be obtained by Local WIC Agencies from:
Nutrition Services Branch
1914 Mail Service Center
Raleigh, NC 27699-1914
Courier 54-42-01
(Use DHHS 2507)
INSTRUCTIONS FOR COMPLETION OF THE
NC WIC VENDOR APPLICATION
(DHHS 3282)

REMINDERS:
1. Be sure to make note of the "NOTE" section on page 1 and comply with A. thru C. All paperwork is to be sent through your Local WIC agency; otherwise, the approval process is held up.
2. Do not use "N/A" on this form to answer questions.
3. Send only white copies of the form to Raleigh.
4. Do not use correction fluid or the typewriter correction key to correct errors. To correct errors, draw a straight line (only one) through the error and initial it.

PAGE 1 of 4:
Vendor stamp imprint box in the upper right corner of page is to be left blank.

Question 1 - Full name of the store is required. Do not use corporate name of business. The store's phone number and mailing address are required. (The name of the store, phone number and mailing address must be consistent with the vendor agreement.)

Question 2 - Provide the physical address for the store. Provide the street, city, county, state and zip code of the store. Do not use "same as above".

Question 3 – Provide clear directions to store from a major highway or interstate.

Question 4 – Check whether the store has internet access. Answer yes or no

Question 5 – Provide email address, if store has one.

Question 6 - Provide your seven-digit SNAP permit number.

Question 7 - Provide your store's Federal Tax ID number

Question 8 - Only one (1) block must be checked. Classification must be consistent with the vendor agreement. Check appropriate block that applies to store's setup. Refer to list below of store classifications with brief definitions to help decide what store classification the store falls under.

1. RETAIL LARGE CHAIN STORE: Chain owned or operated by a corporation, partnership, cooperative association, or other business entity that has 20 or more stores owned or operated by one business entity (Full service grocery, selling fresh produce and meat).

2. RETAIL INDEPENDENT/CONVENIENCE STORE: Owned or operated by an individual, corporation, partnership, cooperative association, or other business entity that has 19 or less stores owned or operated by one business entity. These stores may buy groceries from privately owned wholesaler or larger grocery stores.

3. FREE-STANDING PHARMACY: Supplies only exempt infant formula and WIC eligible medical foods. This type of pharmacy does not operate within another retail store. This includes pharmacies that are chain stores and pharmacies participating under a WIC corporate agreement.

4. COMMISSARY: Military-based stores

5. WIC ONLY STORE: Sells only WIC-approved foods and have no cash transactions-

6. PREDOMINANTLY WIC VENDOR (PWV) – Derives more than fifty- percent of its annual food sales revenue from WIC food instruments.
Question 9 - Check only one (1) type of ownership. Use the one most appropriate. Example: If two people own a business and the store is incorporated or an LLC, the type of store is corporation or LLC even though there is a partnership formed. Provide the name, physical address and phone number of the corporation or LLC the store is registered under.

Question 10 - Provide all the hours that the store is open for business. Circle AM or PM for opening and closing times. Remember that 12PM is noon and 12AM is midnight.

Question 11 – Amount of Store’s Annual Food Sales: Provide the yearly dollar amount of SNAP sales on it. **If this is a new store**, projected sales must be given based on the business conducted prior to purchase.

Question 12 - Annual Food Sales: Provide the yearly dollar amount of food sales only. **If this is a new store**, projected sales must be given based on the business conducted prior to purchase.

Question 13 – Provide the total number of cash registers in the store, include in this number, U-Scans if there are any. Provide the number of cash registers with scanning devices in the store. Provide the number of scanners that identify WIC-approved foods in the store. Scanners should be able to detect non-WIC items and not allow those items to be purchased on a WIC transaction.

Question 14 – Provide the name of supplier(s) for all infant formulas (Refer to list of authorized suppliers).

Question 15 - Provide the name of supplier(s) for all WIC authorized food products.

**PAGE 2 of 4:**
Provide store name in the space provided in the upper right corner of page. The store name must be consistent throughout the application.

Question 16 – Check whether the store expects to derive more than fifty-percent of the store’s annual revenue from the sale of food items through WIC transactions. Answer yes or no.

Question 17 – Check whether you own a WIC authorized store where the WIC sales are above 50% of the total annual food sales. Answer yes or no.

Question 18 - Record what percent of food sales is expected to be from WIC sales, cash sales, SNAP sales and credit/debit. These should all total up to 100%.

Question 19 – Check whether WIC authorization is required in order for the store to open for business. Answer yes or no.

Question 20 – Check whether or not there are inventory invoices available for food items purchased and currently stocked in your store. Answer yes or no.

Question 21 – Document how many months of inventory invoices that are available.

Question 22 – Check whether or not the store currently has in stock the required minimum inventory. Answer yes or no.

Question 23 – Check all blocks that apply to what contents are sold in the store.

Question 24 - Circle title of courtesy (Mr., Mrs., Ms.) for store manager. The full name (first, middle, and last) of store manager is required. **Do not** use initials. Document if there is no
middle name by writing “NMN”.

Question 25 – Check whether the store manager is the primary contact person for the store. Answer yes or no.

Question 26 - Check only one (1) block. If "yes" is checked, a detailed explanation is required from store manager with dates of occurrence.

Question 27 - Provide how many years and months the store has been in business at the present site. If the store has been in business less than a month, provide the date the store opened for business.

Question 28 - Check only one (1) block. If "yes" is checked, provide the old name and address of the store.

Question 29 - Check only one (1) block. If "yes" is checked, a detailed explanation, including what WIC incident occurred with dates of occurrence, is required.

Question 30- Check only one (1) block. If "yes" is checked, a detailed explanation, with dates of occurrence, is required.

PAGE 3 of 4:
Provide store name in the space provided in the upper right corner of page. The store name must be consistent throughout the application.

Question 31 – Check only one (1) block. If "yes" is checked, a detailed explanation, with dates of occurrence, is required.

Question 32 - Check only one (1) block. If "yes" is checked, a detailed explanation, with dates of occurrence, is required.

Question 33 - Check only one (1) block. If "yes" is checked, a detailed explanation, with dates of occurrence, is required.

Question 34- Check only one (1) block. If "yes" is checked, a detailed explanation, with dates of occurrence, is required.

Question 35 – Check only one (1) block. If "yes" is checked, a detailed explanation is required of all owners, officers or managers “yes” applies to. If additional space to document the explanation is necessary, attach a separate sheet of paper, with the additional documentation referring back to this question.

Ownership Data Section
NOTE:
• Only one (1) name per line.
• This section to be filled out for all stores except stores under corporate agreement with the State.
• Corporate stores not under corporate agreement with the State must provide the same information on officers.
• If there is only one owner, only one section has to be filled in. If there is more than one owner, use page 3a.
• Do not send in page 3a blank if there is not more than one owner.

This section is used to document the following owner information:

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

TITLE - Provide the officer’s title. It is not necessary for the owner of a non-corporate store to document a title.

ADDRESS - The complete home address of the owner/officer is required.

HOME TELEPHONE NO. - The owner’s/ officer’s home phone number, including area code, is required.

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

The question, “Has the owner/officer ever been convicted of a misdemeanor involving fraud, theft or misuse of state or federal funds, or any felony?” must be answered. If "yes" is checked, a detailed explanation, with dates of occurrence, is required.

The question, “Does the owner (including a corporate owner) own any other store(s)?” must be answered. If "yes" is checked, list the name of the store(s), the city they are located in and the vendor number, if WIC-authorized.

PAGE 3a of 4:
Provide store name in the space provided in the upper right corner of page. The store name must be consistent throughout the application.

Additional Ownership Data page, if the store has more than two owners or officers.

PAGE 4 of 4:
Provide store name in the space provided in the upper right corner of page. The store name must be consistent throughout the application.

Page 4 must be signed and dated by the store owner or officer. If an officer signs the application, they must also provide their title. All of this documentation must be legible.

"FOR LOCAL AGENCY USE ONLY" section must be completely filled in by person reviewing application.
SECTION I: Current Store Information / Store Management

Store Name (include store #): ___________________________________________ Phone No.: (       ) _____________________________
Mailing Address: ___________________________________________________________________________________________________
City: __________________________________________________________________ State: __________ Zip: _______________________
Street Address: ____________________________________________________________________________________________________
City: __________________________________________________________________ State: __________ Zip: _______________________
SNAP Permit Number __ __ __ __ __ __ __    Store Federal Tax ID # ________________________
Business Hours:  Sunday _______ AM/PM - ________AM/PM      Thursday ______ AM/PM - ________AM/PM
Monday _______ AM/PM - ________ AM/PM       Friday ______ AM/PM - ________AM/PM
Tuesday _______ AM/PM - ________ AM/PM       Saturday ______ AM/PM - ________AM/PM
Wednesday _____AM/PM -______ AM/PM
Total number of registers in this store (including U-Scans) _______
Number of registers with scanning devices _____ Number of scanning devices that identify WIC-approved foods ______
Name of supplier(s) of infant formula (see list of authorized suppliers): _________________________________________________________
Store Manager’s (Full) Name: (Mr. Mrs. Ms.)  _____________________ ________________________   ___________________________
First    Middle      Last
Is the Store Manager the Primary Contact for the store? □ Yes □ No
Provide primary contact person’s name if not the manager______________________   _____________________ _______________________
First   Middle    Last
Does the store have internet access? □ Yes □ No    Email address:  __________________________________________________________
Percent of total food sales comes from: WIC ______ % SNAP______% Cash ________% Credit/Debit _______% (must total 100%)

SECTION II: Store Ownership Information

Type of Ownership: (check one) □ Individual  □ Partnership  □ Limited Partnership  □ Corporation  □ LLC
If incorporated or LLC, Corporate/Company Name: _________________________________________________________________________
Physical address of regional or corporate headquarters: ___________________________________________ Phone No.: (      )____________
__________________________________________________________________________________________________________________
Owner/Officer #1: Name: (Mr. Mrs. Ms.) __________________________________________________Title (if Officer): ___________________
Residential Address: __________________________________________________________ Phone No.: (        ) ________________
City: ___________________________________________ State: __________ Zip: ___________
Percentage of business/shares owned: ________ %. Please list the complete name and physical location of other store(s) owned:
_________________________________________________________________________________________________________________
Owner/Officer #2: Name: (Mr. Mrs. Ms.) __________________________________________________Title (if Officer): ___________________
Residential Address: __________________________________________________________ Phone No.: (        ) ________________
City: ___________________________________________ State: __________ Zip: ___________
Percentage of business/shares owned: ________ %. Please list the complete name and physical location of other store(s) owned:
_________________________________________________________________________________________________________________

Have any of the vendor applicant’s current owners, officers, or managers been convicted of or had a civil judgment entered against them for any activity indicating a lack of business integrity, including, but not limited to, fraud, antitrust violations, embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, and obstruction of justice? □ Yes □ No If yes, explain: ________________________________________________________________

Owner/Officer Signature: _________________________________________ Title (if Officer): __________________ Date: ________________
INSTRUCTIONS FOR COMPLETION OF N. C. WIC VENDOR 
INFORMATION UPDATE FORM 
(DHHS 779)

This form must be typed or printed in ink. No correction fluid or tape is allowed.

The local agency program number and name must be documented on the appropriate lines.

A clear and clean imprint of the vendor's stamp is required in the box located in the upper right corner of the form. Written numbers are not acceptable.

Sections I and II must be completed thoroughly leaving no blank spaces or blocks; nor n/a’s.

**Section I – Current Store/Management Information**

**Store Name and Address:**
Complete mailing address and street address (exact location of your store); afterward document detailed directions to the store. (Use landmark(s), highway # (north or west), beside, across, on the/turn right, etc.) Then complete the city, state, zip code, and county of the store’s actual location.

**SNAP Permit Number:** Provide 7 digit SNAP (formerly food Stamp) permit number

**Federal Tax ID #:** Provide the business Federal Tax Identification number

**Business Hours:** Provide hours of operation. Identify AM/PM for opening and closing times

**Registers:** Total number from zero and up of all registers in the store including U-Scans.

**Registers with Scanning Devices:** Total number from zero and up of scanners used with your registers. Of the total given, list from zero and up how many scanners can identify WIC-authorized foods.

**Supplier of infant formula:** List all suppliers of infant formula (refer to authorized list)

**Store Manager’s Name:** Circle appropriate title of courtesy (Mr., Mrs., or Ms.). Type or print the store manager’s full name (Thomas L. or Thomas Leon)

**Primary Contact:** Check yes or no

**Primary Contact Person’s Name:** Provide primary contact person’s name if it is not the Manager

**Internet Access:** Check yes or no

**Email address:** Provide an email address for the store/owner.

**Percentage of total food sales:** Provide what percent (%) of the total food sales are expected to be from WIC, SNAP, Cash and Credit/Debit transactions

**Section II – Store Ownership Information**

**Type of ownership:** Check only one (1) type of ownership. If type of ownership is a Limited Partnership, Corporation or LLC provide the name and address and phone number of the limited partnership, corporation or LLC the store is registered under.

Only one (1) owner allowed per line.

**Store Owner #1:** Provide all information requested
Circle the appropriate title of courtesy (Mr., Mrs., or Ms.). Type or print the store owner #1’s full name. Do not use first and middle name initials only. Complete the title of the owner (President, Vice President, etc.)

Type or print the owner’s residential (home) address along with the city, state, zip code; the owner’s (home) area code and phone number.

The Percentage of business owned.

List all other stores and complete street address, city, state, and zip code owned by Store Owner #1. Additional paper may be used for more than one store.

Store Owner #2:
Repeat the above-mentioned steps for Owner #1.

If there are more than two owners, use page 3a of the N. C. WIC Vendor Application (DHHS 3282).

**Business integrity Section**
Read and answer in this section. If yes is marked explain answer in space provided. A separate sheet of paper may be used if necessary.

The Store Owner/Officer’s signature and Date signed is required.
WIC VENDOR AGREEMENT

This agreement is between _______________________________________________hereinafter referred to as the Vendor
and the Women, Infants and Children (WIC) Program of the __________________________________________hereinafter
referred to as the “Local Agency,” and the State of North Carolina Department of Health and Human Services, Division of
Public Health, hereinafter referred to as the “State Agency.” This agreement will become effective on the date executed by
the last signatory below and will terminate on September 30, 2015.

AUTHORIZED WIC VENDOR STAMP

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

Signature of Owner/Officer                                        Date

(Print) Name of Owner/Officer                                    Title

Name of Vendor (Store)

Mailing Address – Street, P.O. Box

City                                      State                             Zip Code

(Area Code)                         Telephone Number

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

Signature of Local Agency Authorized Representative/Date

(Print) Name of Local Agency Authorized Representative/Title

Name of Local Agency Local Agency Number

Mailing Address – Street, P.O. Box

City                            State                                          Zip Code

(Area Code)             Telephone Number

NORTH CAROLINA DEPARTMENT
OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH
WOMEN’S AND CHILDREN’S HEALTH SECTION
NUTRITION SERVICES BRANCH
1914 Mail Service Center
Raleigh, N.C. 27699-1914

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

Signature of State WIC Director/Date

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

INSTRUCTIONS FOR COMPLETION OF WIC VENDOR AGREEMENT

PURPOSE:
This agreement authorizes food vendors to accept N.C. WIC food instruments in compliance with federal and state WIC Program laws, regulations, rules and policies.

DISTRIBUTION:

a. After completion of the left side of the agreement, the Vendor retains the pink copy and submits the white, yellow, and green copies to the Local Agency.

b. The Local Agency reviews the agreement, completes the Local Agency Authorization section of the Agreement and sends all copies to the State Agency.

c. The State Agency reviews agreement and completes the State Agency authorization Section. The white copy of agreement is retained in the State office and the green and yellow copies of the agreement are returned to the Local Agency.

d. The Local Agency retains the yellow copy of the fully completed Agreement and returns the green copy to the vendor.

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

REORDER:
Nutrition Services Branch, 1914 Mail Service Center Raleigh, NC 27699-1914 Courier 54-42-01 (Use DHHS 2507)
TERMS OF VENDOR AGREEMENT

WITNESSETH:
This agreement is pursuant to 10A NCAC Subchapter 43D
This agreement does not constitute a license or a property interest.

Section I -- Vendor

The Vendor agrees to:

1. Comply with the terms of this agreement and State and federal WIC Program rules, regulations, policies and applicable law governing the Program, including any changes made during the agreement period;

2. Be placed into a peer group in accordance with 10A NCAC 43D.0706; The State agency may reassess an authorized vendor’s peer group designation at any time during the vendor’s agreement period and shall place the vendor in a different peer group if upon reassessment the State agency determines that the vendor is no longer in the appropriate peer group;

3. Comply with the vendor selection criteria throughout the agreement period, and any changes in the criteria, including the following:
   a. Excluding free-standing pharmacies, maintain Supplemental Nutrition Assistance Program (SNAP) authorization for the store throughout the period of this agreement;
   b. Operate the store at a single, fixed location within the State of North Carolina; The store shall be located at the address indicated on the WIC vendor application and shall be the site at which WIC supplemental foods are selected by the WIC customer;
   c. Keep the store open throughout the year for business with the public at least six days a week for a minimum of forty (40) hours per week between 8:00 a.m. and 11:00 p.m.;
   d. Not use the acronym “WIC” or the WIC logo, including facsimiles thereof, in total or in part, in the official name in which the business is registered or in the name under which the store does business;
   e. Not use the WIC logo in advertising or promotional literature;
   f. Not apply stickers, tags, or labels having the WIC acronym or logo on North Carolina approved WIC supplemental foods;
   g. Not submit false, erroneous, or misleading information to the State or local agency;
   h. Not have any owner(s), officer(s), or manager(s) who are employed, or who have a spouse, child, or parent who is employed by the State WIC program or the local WIC program serving the county in which the vendor conducts business; A vendor shall not have an employee who handles, transacts, deposits, or stores WIC food instruments or cash-value vouchers who is employed, or who has a spouse, child, or parent who is employed by the State WIC program or the local WIC program serving the county in which the vendor conducts business. Such situations present a conflict of interest;
   i. Not have any owner(s), officer(s), or manager(s) who in the last six years have been convicted of or had a civil judgment entered against them for any activity indicating a lack of business integrity, including, but not limited to, fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, and obstruction of justice;
   j. Excluding chain stores and stores under a WIC corporate agreement that have a separate manager on site for each store, not have an owner who holds a financial interest in any of the following:
      (1) A SNAP vendor which is disqualified from participation in the SNAP or has been assessed a civil money penalty for hardship in lieu of disqualification and the time period during which the disqualification would have run, had a penalty not been paid, is continuing; or
      (2) Another WIC vendor which is disqualified from participation in the WIC Program or which has been assessed a monetary or civil money penalty pursuant to G.S. 130A-22(c1), Paragraph (e) or Paragraph (f) of 10A NCAC 43D.0710 as the result of violation of Paragraphs (a) or (b) of 10A NCAC 43D.0710, and if assessed a
penalty, the time during which the disqualification would have run, had a penalty not been assessed, is continuing;

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

k. Purchase all infant formula, exempt infant formula and WIC-eligible medical food directly from State-approved sources and provide only such infant formula, exempt infant formula and WIC-eligible medical food to WIC customers; Maintain and make available to the state or local WIC agency invoices, receipts, copies of purchase orders, and any other proofs of purchase documenting such purchases; All purchase documentation must satisfy the requirements of 10A NCAC 43D.0708 (30)(a) through (30)(c);

l. Mark the current shelf prices of all WIC supplemental foods clearly on the foods or have the prices posted on the shelf or display case at all times;

m. Not charge the State WIC Program more than the maximum price set by the State agency under Sub-item (4)(a) of 10A NCAC 43D.0707 for each supplemental food within the vendor’s peer group;

n. Not operate as a predominantly WIC vendor as defined in 10A NCAC 43D.0202; and

o. Not have an owner, officer or manager that currently has or previously had a financial interest in a WIC vendor that was assessed a claim by the WIC Program and the claim has not been paid in full;

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

4. Not discriminate on the basis of WIC participation, such as failing to offer WIC customers the same courtesies offered to other customers, including the acceptance of store and manufacturer’s coupons, or requiring separate WIC lines; The vendor shall comply with the nondiscrimination provisions of 7 CFR Parts 15, 15a, and 15b;

5. Excluding free-standing pharmacies, redeem at least $2,000 annually in WIC supplemental food sales;

6. For free-standing pharmacies, provide only exempt infant formula and WIC-eligible medical foods to WIC customers;

7. Require an owner, store manager or other authorized store representative to attend annual vendor training upon notification of the training by the local WIC agency;

8. Inform and train vendor’s cashiers and other staff on WIC Program requirements; The vendor also agrees to be accountable for the actions of its owners, officers, managers, agents and employees who commit vendor violations;

9. Submit a current accurately completed WIC Price List when signing this agreement and by April 1 and October 1 of each year; The vendor also agrees to submit a WIC Price List within one (1) week of any written request by the State or local WIC agency;

10. Maintain the minimum inventory of supplemental foods specified in 10A NCAC 43D.0708(24) and Section VI of this agreement in the store for purchase; Supplemental foods that are outside of the manufacturer’s expiration date do not count towards meeting the minimum inventory requirement;

11. Ensure that all supplemental foods in the store for purchase are within the manufacturer’s expiration date;

12. Accept WIC Program food instruments and cash-value vouchers in exchange for North Carolina approved WIC supplemental foods; Supplemental foods are those foods which satisfy the requirements of 10A NCAC 43D.0501. The North Carolina approved WIC supplemental foods, specifications and product identification are contained in the North Carolina WIC Program Approved Foods list, which is incorporated herein by reference with all subsequent amendments and editions;
13. Provide only the authorized supplemental foods listed on the food instrument, accurately determine the charges to the WIC Program, and clearly complete the “Pay Exactly” box on the food instrument prior to obtaining the signature of the WIC customer; The WIC customer is not required to get all of the supplemental foods listed on the food instrument;

14. Provide only authorized fruits and vegetables in transacting a cash-value voucher, accurately determine the charges to the WIC Program, and clearly complete the “Pay Exactly” box on the cash-value voucher prior to obtaining the signature of the WIC customer; The WIC customer is not required to get the full dollar value of the cash-value voucher; however, a WIC customer may obtain more fruits and vegetables than the full dollar value of the cash-value voucher if the WIC customer pays the difference;

15. Enter in the “Pay Exactly” box only the total amount of the current shelf prices, or less than the current shelf prices, for the supplemental food actually provided; Not charge or collect sales tax for the supplemental food provided; Not charge or collect tax on coupons used in conjunction with WIC food instruments or cash-value vouchers; Tax may be charged on the amount that exceeds the value of the cash-value voucher if the excess amount is paid in cash or other methods accepted by the vendor, except for SNAP benefits;

16. Charge no more for supplemental food provided to a WIC customer than to a non-WIC customer or no more than the current shelf price, whichever is less; Violation of this provision, whether intentional or unintentional, is defined as a vendor overcharge;

17. Accept WIC Program food instruments and cash-value vouchers only on or between the “Issue Date” (“First Date to Spend”) and the “Participant Must Use By” date (“Last Date to Spend”);

18. Enter in the “Date Transacted” box the month, day and year the WIC food instrument or cash-value voucher is exchanged for supplemental food prior to obtaining the WIC customer’s signature;

19. Ensure that the WIC customer signs the food instrument or cash-value voucher in the presence of the cashier;

20. Imprint the WIC vendor stamp in the “Pay the Authorized WIC Vendor Stamped Here” box on the face of the food instrument or cash-value voucher to enable the vendor number to be read during the Program editing process;

21. Imprint the vendor’s bank deposit stamp or the vendor’s name, address and bank account number in the “Authorized WIC Vendor Stamp” box in the endorsement;

22. Deposit in the vendor’s bank only WIC Program food instruments and cash-value vouchers transacted at the vendor’s store; All WIC program food instruments and cash-value vouchers must be deposited in the vendor’s bank within 60 days of the “Issue Date” (“First Date to Spend”) on the food instrument or cash-value voucher;

23. Accept payment from the State WIC Program only up to the maximum price set by the State agency for each food instrument within that vendor’s peer group; The maximum price for each food instrument shall be based on the maximum prices set by the State agency for each supplemental food, as described in Sub-item (4)(a) of 10A NCAC 43D.0707, listed on the food instrument. A food instrument deposited by a vendor for payment which exceeds the maximum price shall be paid at the maximum price set by the State agency for that food instrument. This payment shall be in the form of a direct deposit into the vendor’s bank account;

24. Accept payment from the State WIC Program only up to the full dollar value of the cash-value voucher; A cash-value voucher deposited by a vendor which exceeds the full dollar value shall be paid at the full dollar value of the cash-value voucher by a direct deposit into the vendor’s bank account;

25. Ensure that the WIC vendor stamp is used only for the purpose and in the manner authorized by this agreement and assume full responsibility for the unauthorized use of the WIC vendor stamp, including reimbursement to the State agency for food instruments and cash-value vouchers redeemed through the unauthorized use of the WIC vendor stamp;

26. Maintain storage of the WIC vendor stamp so only the staff designated by the vendor owner or manager have access to the stamp and report loss of the stamp within two business days to the local WIC agency; Not reproduce the WIC vendor stamp;

27. Permit the purchase of supplemental food without requiring other purchases;

28. Refuse to transact any food instrument or cash-value voucher that has been altered;
29. Not transact food instruments or cash-value vouchers in whole or in part for cash, credit (including rainchecks), unauthorized foods, or non-food items;

30. Not provide refunds or permit exchanges for authorized supplemental foods obtained with food instruments or cash-value vouchers, except for exchanges of an identical authorized supplemental food when the original authorized supplemental food is defective, spoiled, or has exceeded its "best if used by," “sell by” or other date limiting the sale or use of the food; An identical authorized supplemental food means the exact brand, type and size as the original authorized supplemental food obtained and returned by the WIC customer;

31. Not seek restitution from the WIC customer for reimbursement paid by the vendor to the State agency or for WIC food instruments or cash-value vouchers not paid or partially paid by the State agency; Additionally, the vendor shall not charge the WIC customer for authorized supplemental foods obtained with food instruments or cash-value vouchers;

32. Not contact a WIC customer outside the store regarding the transaction or redemption of WIC food instruments or cash-value vouchers;

33. Notify the local WIC agency of misuse (attempted or actual) of WIC Program food instruments or cash-value vouchers;

34. Maintain a record of all SNAP-eligible food sales and provide to the State agency upon request a statement of the total amount of revenue derived from SNAP-eligible food sales and written documentation to support the amount of sales claimed by the vendor, such as sales records, financial statements, reports, tax documents or other verifiable documentation; The vendor gives the State agency permission to have access to and obtain copies of all tax records submitted to the NC Department of Revenue, including corporate and individual income tax and sales and use tax returns and all records pertinent to these returns. The vendor agrees to execute any release that may be required by the NC Department of Revenue to release such information. SNAP-eligible food sales are sales of those foods that can be purchased with Supplemental Nutrition Assistance Program (“SNAP”) benefits;

35. Allow monitoring and inspection of the store premises and procedures to ensure compliance with the agreement and State and federal WIC Program rules, regulations and applicable law; This includes providing access to all program-related records, including access to all WIC food instruments and cash-value vouchers at the store; vendor records pertinent to the purchase and sale of WIC supplemental foods, including invoices, receipts, copies of purchase orders, and any other receipts of purchase; federal and state corporate and individual income tax and sales and use tax returns and all records pertinent to these returns; and books and records of all financial and business transactions. These records must be retained by the vendor for a period of three years or until any audit pertaining to these records is resolved, whichever is later. Notwithstanding any other provision of this agreement and Rules .0707, .0708 and .0710 of 10A NCAC 43D, failure or inability to provide these records for an inventory audit or providing false records for an inventory audit shall be deemed a violation of 7 CFR 246.12(1)(ii)(iii)(B) and Subparagraph (a)(1) of 10A NCAC 43D.0710. Invoices, receipts, purchase orders, and any other receipts of purchase for WIC supplemental foods shall include:

   (a) the name of the seller and be prepared entirely by the seller or on the seller’s business letterhead;
   (b) the date of purchase and the date the authorized vendor received the WIC supplemental food at the store if different from the date of purchase; and
   (c) a description of each WIC supplemental food item purchased, including brand name, unit size, type or form, and quantity;

36. Reimburse the State agency in full or agree to a repayment schedule with the State agency within thirty (30) days of written notification of a claim assessed due to a vendor violation that affects payment to the vendor or a claim assessed due to the unauthorized use of the WIC vendor stamp; Failure to reimburse the State agency in full or agree to a repayment schedule within thirty (30) days of written notification of a claim shall result in termination of the WIC Vendor Agreement. When the State agency determines the vendor has committed a vendor violation that affects payment to the vendor, the State agency will deny payment or assess a claim. The State agency has the authority to deny payment or assess a claim in the amount of the full purchase price of each food instrument or cash-value voucher affected by the vendor violation. Denial of payment by
the State agency or payment of a claim by the vendor for a vendor violation(s) shall not absolve
the vendor of the violation(s). The vendor shall also be subject to any vendor sanctions authorized
under 10A NCAC 43D.0710 for the vendor violation(s);
37. Not be paid for invalid food instruments or cash-value vouchers in accordance with 10A NCAC
43D.0704(a), but may attempt to justify or correct an invalid food instrument or cash-value voucher
and may be paid in accordance with 10A NCAC 43D.0704(b);
38. Notify the local WIC agency in writing at least 30 days prior to a change of ownership, change in
store location, cessation of operations, or withdrawal from the WIC Program;
39. Return the WIC vendor stamp to the local WIC agency upon termination of this agreement or
disqualification from the WIC Program;
40. Be monitored for compliance with Program requirements through routine monitoring, compliance
buys, inventory audits and any other means the State agency deems necessary to determine
compliance with Program requirements; and
41. The WIC Vendor Agreement does not constitute a license or a property interest; A vendor must
reapply to continue to be authorized beyond the period of its current WIC Vendor Agreement.
Additionally, a store must reapply to become authorized following the expiration of a
disqualification period or termination of the Agreement. In all cases, the vendor applicant is subject
to the vendor peer group criteria of 10A NCAC 43D.0706 and the vendor selection criteria of 10A
NCAC 43D.0707.

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

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

Section IV -- Disqualification and Termination
1. The State agency shall disqualify a vendor in accordance with the Vendor Sanction System referenced
in Section VII of this agreement and 10A N.C.A.C. 43D.0710.
2. The State agency may not accept voluntary withdrawal of the vendor from the WIC Program or use nonrenewal of the vendor agreement as an alternative to disqualification.

3. If the State agency determines that disqualification of a vendor under the Federal Mandatory Vendor Sanctions for violations B. through L. would result in inadequate participant access pursuant to 10A NCAC 43D.0710(e), the State agency will impose a civil money penalty ("CMP") in lieu of disqualification in accordance with 10A NCAC 43D.0710(f)(1). If the State agency determines that disqualification of a vendor under the State Vendor Sanctions for violations A. through L. would result in participant hardship pursuant to 10A NCAC 43D.0710(f)(3), the State agency may impose a monetary penalty in lieu of disqualification in accordance with 10A NCAC 43D.0710(f)(2). If a vendor does not pay, only partially pays, or fails to timely pay a civil money penalty or monetary penalty assessed in lieu of disqualification, the vendor shall be disqualified for the length of the original disqualification.

4. A second Federal Mandatory Vendor Sanction for any of the violations in B. through I. shall be doubled. A third or subsequent Federal Mandatory Vendor Sanction for any of the violations in B. through I. shall be doubled with no CMP option for inadequate participant access. State Vendor Sanctions for any of the violations in A. through L. detected during a single investigation shall be cumulative, provided that the total disqualification period may not exceed one year.

5. Disqualification from the WIC Program may result in disqualification as a retailer in SNAP. Such disqualification is not subject to administrative or judicial review under SNAP.

6. A vendor applicant shall not become authorized as a WIC vendor if the store has been disqualified from participation in the WIC Program and the disqualification period has not expired.

7. A vendor applicant shall not become authorized as a WIC vendor if the store is currently disqualified from SNAP or the store has been assessed a SNAP civil money penalty for hardship and the disqualification period that otherwise would have been imposed has not expired.

8. A change in ownership, change in store location of more than three miles from the store’s previous location, cessation of operations, withdrawal from the WIC Program or disqualification from the WIC Program shall result in termination of the WIC Vendor Agreement by the State agency. Change of ownership, change in store location, ceasing operations, withdrawal from the WIC Program or nonrenewal of the WIC Vendor Agreement shall not stop a disqualification period applicable to the store.

9. Excluding free-standing pharmacies, failure to redeem at least $2,000 annually in WIC supplemental food sales shall result in termination of the WIC Vendor Agreement.

10. Failure of an owner, store manager or other authorized store representative to attend annual vendor training by September 30 of each year shall result in termination of the WIC Vendor Agreement.

11. A vendor who commits fraud or abuse of the Program is liable to prosecution under applicable Federal, State, and local laws. Under 7 CFR 246.23, those who have embezzled, willfully misapplied, stolen, or fraudulently obtained program funds, or those who have knowingly received, concealed or retained such funds, shall be subject to a fine of not more than $25,000 or imprisonment for not more than five years or both, if the value of the funds is $100 or more. If the value is less than $100, the penalties are a fine of not more than $1,000 or imprisonment for not more than one year or both.

12. Either the State agency or the vendor may terminate this agreement for cause after providing 30 days’ advance written notice. This agreement may be terminated by mutual agreement of both parties at any time. Neither the State agency nor the vendor has an obligation to renew the vendor agreement.

Section V -- Appeal Procedures

The vendor appeal procedures shall be in accordance with Section .0800 of 10A NCAC 43D. The vendor may appeal the adverse actions listed in 7 CFR 246.18 (a)(1)(i) and (a)(1)(ii). However, the following actions are not subject to administrative review: the validity or appropriateness of the State agency’s vendor limiting or selection criteria; the validity or appropriateness of the State agency’s participant access criteria and the State agency’s participant access determinations; the State agency’s determination to exclude an infant formula manufacturer, wholesaler, distributor or retailer from the State agency’s list of approved sources; the State agency’s determination whether to provide written notification to a vendor when an investigation reveals an initial violation that requires a pattern of occurrences to impose a sanction; the expiration of a vendor’s agreement; disputes regarding food instrument or cash-value voucher payments and vendor claims, other than the opportunity to justify or correct as permitted by 7 CFR 246.12(k)(3); and the disqualification of a vendor as a result of disqualification from SNAP.
**Section VI -- Minimum Inventory – 10A NCAC 43D.0708(24)**

The following items and sizes constitute the minimum inventory of supplemental foods for vendors in Peer Groups I-III of 10A NCAC 43D.0706(1), vendors in Peer Groups I – IV of 10A NCAC 43D.0706(2) and vendors in Peer Group IV of 10A NCAC 43D.0706(3).

<table>
<thead>
<tr>
<th>Food Type</th>
<th>Type of Inventory</th>
<th>Required Quantities</th>
</tr>
</thead>
<tbody>
<tr>
<td>MILK</td>
<td>Whole fluid: gallon -and- Skim/lowfat fluid: gallon containers</td>
<td>2 gallons</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4 gallons</td>
</tr>
<tr>
<td>CHEESE</td>
<td>1 pound package</td>
<td>2 pounds</td>
</tr>
<tr>
<td>CEREALS</td>
<td>2 types (Whole Grain only) (Minimum pkg. Size 12 ounce)</td>
<td>6 packages total</td>
</tr>
<tr>
<td>EGGS</td>
<td>Grade A, large, White: one dozen size carton</td>
<td>2 dozen</td>
</tr>
<tr>
<td>JUICES</td>
<td>Single strength: 48 ounce container</td>
<td>4 containers</td>
</tr>
<tr>
<td></td>
<td>64 ounce container</td>
<td>4 containers</td>
</tr>
<tr>
<td>DRIED PEAS/BEANS</td>
<td>one pound package</td>
<td>2 packages</td>
</tr>
<tr>
<td>PEANUT BUTTER</td>
<td>16 to 18 ounce container</td>
<td>2 containers</td>
</tr>
<tr>
<td>INFANT CEREAL</td>
<td>8 ounce box</td>
<td>6 boxes</td>
</tr>
<tr>
<td>INFANT FORMULA</td>
<td>Brands must be the primary contract infant formula</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Milk-based concentrate: 12 to 13 ounce and</td>
<td>34 cans</td>
</tr>
<tr>
<td></td>
<td>Soy-based concentrate: 12 to 13 ounce</td>
<td>17 cans</td>
</tr>
<tr>
<td></td>
<td>Brands must be the primary contract infant formula</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Milk-based powder: 11 to 14 ounce and</td>
<td>10 cans</td>
</tr>
<tr>
<td></td>
<td>Soy-based powder: 11 to 14 ounce</td>
<td>5 cans</td>
</tr>
<tr>
<td>FRUITS</td>
<td>14 to 16 ounce can: 2 varieties</td>
<td>6 cans total</td>
</tr>
<tr>
<td>VEGETABLES</td>
<td>(Excludes foods in Dried Peas and Beans category)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>14 to 16 ounce can: 2 varieties</td>
<td>6 cans total</td>
</tr>
</tbody>
</table>
## Section VII—Vendor Sanction System

<table>
<thead>
<tr>
<th>VIOLATIONS</th>
<th>DISQUALIFICATION PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A.</strong> A vendor criminally convicted of trafficking in food instruments or cash-value vouchers or selling firearms, ammunition, explosives, or controlled substances (as defined in 21 USC 802) in exchange for food instruments or cash-value vouchers. A vendor is not entitled to receive any compensation for revenues lost as a result of such violation.</td>
<td>Permanent</td>
</tr>
<tr>
<td><strong>B.</strong> One occurrence of buying or selling food instruments or cash-value vouchers for cash (trafficking) or one occurrence of selling firearms, ammunition, explosives, or controlled substances (as defined in 21 USC 802) in exchange for food instruments or cash-value vouchers.</td>
<td>6 years</td>
</tr>
<tr>
<td><strong>C.</strong> One occurrence of the sale of alcohol or alcoholic beverages or tobacco products in exchange for food instruments or cash-value vouchers.</td>
<td>3 years</td>
</tr>
<tr>
<td><strong>D.</strong> Claiming reimbursement for the sale of an amount of a specific supplemental food item which exceeds the store's documented inventory of that supplemental food item for six or more days within a 60-day period. The six or more days do not have to be consecutive days within the 60-day period. Failure or inability to provide records or providing false records required under 10A NCAC 43D.0708(30) for an inventory audit shall be deemed a violation of 7 C.F.R.246.12(l)(1)(iii)(B) and 10A NCAC 43D.0710(a)(1).</td>
<td>3 years</td>
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<td><strong>E.</strong> Two occurrences of vendor overcharging within a 12-month period.</td>
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<td><strong>F.</strong> Two occurrences within a 12-month period of receiving, transacting or redeeming food instruments or cash-value vouchers outside of authorized channels, including the use of an unauthorized vendor or an unauthorized person.</td>
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<td><strong>H.</strong> Two occurrences within a 12-month period of providing credit or non-food items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 USC 802, in exchange for food instruments or cash-value vouchers.</td>
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<td><strong>J.</strong> 2\textsuperscript{nd} sanction, excluding sanctions for trafficking convictions and SNAP disqualifications.</td>
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<td>Same length of time as the SNAP disqualification and may begin at a later date than the SNAP disqualification</td>
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<tr>
<td>STATE VENDOR SANCTIONS</td>
<td></td>
</tr>
<tr>
<td>------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>VIOLATIONS</strong></td>
<td><strong>DISQUALIFICATION PERIOD</strong></td>
</tr>
<tr>
<td><strong>A.</strong> Two occurrences within a 12-month period of discrimination on the basis of WIC participation as referenced in 10A NCAC 43D.0708(38).</td>
<td>1 year</td>
</tr>
<tr>
<td><strong>B.</strong> Three occurrences within a 12-month period of failure to properly transact a WIC food instrument or cash-value voucher by not completing the date and purchase price on the WIC food instrument or cash-value voucher before obtaining the WIC customer’s signature, by not obtaining the WIC customer’s signature in the presence of the cashier, or by accepting a WIC food instrument or cash-value voucher prior to the &quot;Issue Date&quot; or after the &quot;Participant Must Use By&quot; dates on the food instrument or cash-value voucher.</td>
<td>1 year</td>
</tr>
<tr>
<td><strong>C.</strong> Three occurrences within a 12-month period of requiring a cash purchase to transact a WIC food instrument or cash-value voucher.</td>
<td>1 year</td>
</tr>
<tr>
<td><strong>D.</strong> Three occurrences within a 12-month period of contacting a WIC customer in an attempt to recoup funds for a food instrument or cash-value voucher or contacting a WIC customer outside the store regarding the transaction or redemption of a WIC food instrument or cash-value voucher.</td>
<td>270 days</td>
</tr>
<tr>
<td><strong>E.</strong> Three occurrences within a 12-month period of failure to provide program-related records referenced in 10A NCAC 43D.0708(30) when requested by WIC staff, except as provided in 10A NCAC 43D.0708(30) and 10A NCAC 43D.0710(a)(1) for failure or inability to provide records for an inventory audit.</td>
<td>180 days</td>
</tr>
<tr>
<td><strong>F.</strong> Three occurrences within a 12-month period of failure to provide the information referenced in 10A NCAC 43D.0708(31) when requested by WIC staff.</td>
<td>180 days</td>
</tr>
<tr>
<td><strong>G.</strong> Three occurrences within a 12-month period of failure to stock the minimum inventory specified in 10A NCAC 43D.0708(24).</td>
<td>180 days</td>
</tr>
<tr>
<td><strong>H.</strong> Three occurrences within a 12-month period of stocking WIC supplemental foods outside of the manufacturer’s expiration date.</td>
<td>90 days</td>
</tr>
<tr>
<td><strong>I.</strong> Three occurrences within a 12-month period of failure to allow monitoring of a store by WIC staff.</td>
<td>90 days</td>
</tr>
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<td><strong>J.</strong> Five occurrences within a 12-month period of failure to submit a WIC Price List as required by 10A NCAC 43D.0708(32).</td>
<td>90 days</td>
</tr>
<tr>
<td><strong>K.</strong> Three occurrences within a 12-month period of failure to mark the current shelf prices of all WIC supplemental foods on the foods or have the prices posted on the shelf or display case.</td>
<td>60 days</td>
</tr>
<tr>
<td><strong>L.</strong> Five occurrences within a 12-month period of requiring the purchase of a specific brand when more than one WIC supplemental food brand is available.</td>
<td>60 days</td>
</tr>
</tbody>
</table>

*The “Issue Date” is also referred to as the “First Date to Spend” and the “Participant Must Use By” date is also referred to as the “Last Date to Spend”.*
WIC VENDOR AGREEMENT FOR FREE-STANDING PHARMACIES

This agreement is between _______________________________________________ hereinafter referred to as the Vendor and the Women, Infants and Children (WIC) Program of the __________________________________________ hereinafter referred to as the “Local Agency,” and the State of North Carolina Department of Health and Human Services, Division of Public Health, hereinafter referred to as the “State Agency.” This agreement will become effective on the date executed by the last signatory below and will terminate on September 30, 2015.

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

Signature of Local Agency Authorized Representative/Date

(Print) Name of Local Agency Authorized Representative/Title

Name of Local Agency Local Agency Number

Mailing Address – Street, P.O. Box

City State Zip Code

(Area Code) Telephone Number

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

Signature of State WIC Director/Date

NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH
WOMEN’S AND CHILDREN’S HEALTH SECTION
NUTRITION SERVICES BRANCH
1914 Mail Service Center
Raleigh, N.C. 27699-1914

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

INSTRUCTIONS FOR COMPLETION OF WIC VENDOR AGREEMENT

PURPOSE:
This agreement authorizes food vendors to accept N.C. WIC food instruments in compliance with federal and state WIC Program laws, regulations, rules and policies.

DISTRIBUTION:

a. After completion of the left side of the agreement, the Vendor retains the pink copy and submits the white, yellow, and green copies to the Local Agency.

b. The Local Agency reviews the agreement, completes the Local Agency Authorization section of the Agreement and sends all copies to the State Agency.

c. The State Agency reviews agreement and completes the State Agency authorization Section. The white copy of agreement is retained in the State office and the green and yellow copies of the agreement are returned to the Local Agency.

d. The Local Agency retains the yellow copy of the fully completed Agreement and returns the green copy to the vendor.

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

REORDER:
Nutrition Services Branch, 1914 Mail Service Center Raleigh, NC 27699-1914 Courier 54-42-01 (Use DHHS 2507)
TERMS OF VENDOR AGREEMENT FOR FREE-STANDING PHARMACIES

WITNESSETH:
This agreement is pursuant to 10A NCAC Subchapter 43D
This agreement does not constitute a license or a property interest.

Section I -- Vendor
The Vendor agrees to:
1. Comply with the terms of this agreement and State and federal WIC Program rules, regulations, policies and applicable law governing the Program, including any changes made during the agreement period;
2. Provide only exempt infant formula and WIC-eligible medical foods to WIC customers; For purposes of this agreement, all references to supplemental food or WIC supplemental food means exempt infant formula and WIC-eligible medical foods;
3. Be placed into a peer group in accordance with 10A NCAC 43D.0706; The State agency may reassess an authorized vendor’s peer group designation at any time during the vendor’s agreement period and shall place the vendor in a different peer group if upon reassessment the State agency determines that the vendor is no longer in the appropriate peer group;
4. Comply with the vendor selection criteria throughout the agreement period, and any changes in the criteria, including the following:
   a. Operate the store at a single, fixed location within the State of North Carolina; The store shall be located at the address indicated on the WIC vendor application and shall be the site at which WIC supplemental foods are selected by the WIC customer;
   b. Keep the store open throughout the year for business with the public at least six days a week for a minimum of forty (40) hours per week between 8:00 a.m. and 11:00 p.m.;
   c. Not use the acronym "WIC" or the WIC logo, including facsimiles thereof, in total or in part, in the official name in which the business is registered or in the name under which the store does business;
   d. Not use the WIC logo in advertising or promotional literature;
   e. Not apply stickers, tags, or labels having the WIC acronym or logo on North Carolina approved WIC supplemental foods;
   f. Not submit false, erroneous, or misleading information to the State or local agency;
   g. Not have any owner(s), officer(s), or manager(s) who are employed, or who have a spouse, child, or parent who is employed by the State WIC program or the local WIC program serving the county in which the vendor conducts business; A vendor shall not have an employee who handles, transacts, deposits, or stores WIC food instruments or cash-value vouchers who is employed, or who has a spouse, child, or parent who is employed by the State WIC program or the local WIC program serving the county in which the vendor conducts business. Such situations present a conflict of interest;
   h. Not have any owner(s), officer(s), or manager(s) who in the last six years have been convicted of or had a civil judgment entered against them for any activity indicating a lack of business integrity, including, but not limited to, fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, and obstruction of justice;
   i. Excluding chain stores and stores under a WIC corporate agreement that have a separate manager on site for each store, not have an owner who holds a financial interest in any of the following:
      (1) A SNAP vendor which is disqualified from participation in the SNAP or has been assessed a civil money penalty for hardship in lieu of disqualification and the time period during which the disqualification would have run, had a penalty not been paid, is continuing; or
      (2) Another WIC vendor which is disqualified from participation in the WIC Program or which has been assessed a monetary or civil money penalty pursuant to G.S. 130A-22(c1), Paragraph (e) or Paragraph (f) of 10A NCAC 43D.0710 as the result
of violation of Paragraphs (a) or (b) of 10A NCAC 43D.0710, and if assessed a penalty, the time during which the disqualification would have run, had a penalty not been assessed, is continuing;

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

j. Purchase all exempt infant formula and WIC-eligible medical food directly from State-approved sources and provide only such exempt infant formula and WIC-eligible medical food to WIC customers; Maintain and make available to the state or local WIC agency invoices, receipts, copies of purchase orders, and any other proofs of purchase documenting such purchases; All purchase documentation must satisfy the requirements of 10A NCAC 43D.0708 (30)(a) through (30)(c);

k. Mark the current shelf prices of all WIC supplemental foods clearly on the foods or have the prices posted on the shelf or display case at all times;

l. Not have an owner, officer or manager that currently has or previously had a financial interest in a WIC vendor that was assessed a claim by the WIC Program and the claim has not been paid in full;

The state agency may reassess the vendor at any time during the agreement period using the selection criteria in effect at the time of the reassessment and shall terminate the vendor agreement if the vendor fails to comply with the vendor selection criteria, including the criteria in Section I.4.a. through l. of this agreement;

5. Not discriminate on the basis of WIC participation, such as failing to offer WIC customers the same courtesies offered to other customers, including the acceptance of store and manufacturer's coupons, or requiring separate WIC lines; The vendor shall comply with the nondiscrimination provisions of 7 CFR Parts 15, 15a, and 15b;

6. Require an owner, store manager or other authorized store representative to attend annual vendor training upon notification of the training by the local WIC agency;

7. Inform and train vendor's cashiers and other staff on WIC Program requirements; The vendor also agrees to be accountable for the actions of its owners, officers, managers, agents and employees who commit vendor violations;

8. Submit a current accurately completed WIC Price List when signing this agreement;

9. Ensure that all supplemental foods in the store for purchase are within the manufacturer’s expiration date;

10. Accept WIC Program food instruments in exchange for North Carolina approved WIC supplemental foods; Supplemental foods are those foods which satisfy the requirements of 10A NCAC 43D.0501;

11. Provide only the authorized supplemental foods listed on the food instrument, accurately determine the charges to the WIC Program, and clearly complete the “Pay Exactly” box on the food instrument prior to obtaining the signature of the WIC customer; The WIC customer is not required to get all of the supplemental foods listed on the food instrument;

12. Enter in the “Pay Exactly” box only the total amount of the current shelf prices, or less than the current shelf prices, for the supplemental food actually provided; Not charge or collect sales tax for the supplemental food provided; Not charge or collect tax on coupons used in conjunction with WIC food instruments;

13. Charge no more for supplemental food provided to a WIC customer than to a non-WIC customer or more than the current shelf price, whichever is less; Violation of this provision, whether intentional or unintentional, is defined as a vendor overcharge;

14. Accept WIC Program food instruments only on or between the “Issue Date” (“First Date to Spend”) and the “Participant Must Use By” (“Last Date to Spend”) date;

15. Enter in the “Date Transacted” box the month, day and year the WIC food instrument is exchanged for supplemental food prior to obtaining the WIC customer’s signature;

16. Ensure that the WIC customer signs the food instrument in the presence of the cashier;
17. Imprint the WIC vendor stamp in the “Pay the Authorized WIC Vendor Stamped Here” box on the face of the food instrument to enable the vendor number to be read during the Program editing process;

18. Imprint the vendor’s bank deposit stamp or the vendor’s name, address and bank account number in the “Authorized WIC Vendor Stamp” box in the endorsement;

19. Deposit in the vendor’s bank only WIC Program food instruments transacted at the vendor’s store; All WIC program food instruments must be deposited in the vendor’s bank within 60 days of the “Issue Date” on the food instrument;

20. Ensure that the WIC vendor stamp is used only for the purpose and in the manner authorized by this agreement and assume full responsibility for the unauthorized use of the WIC vendor stamp, including reimbursement to the State agency for food instruments redeemed through the unauthorized use of the WIC vendor stamp;

21. Maintain storage of the WIC vendor stamp so only the staff designated by the vendor owner or manager have access to the stamp and report loss of the stamp within two business days to the local WIC agency; Not reproduce the WIC vendor stamp;

22. Permit the purchase of supplemental food without requiring other purchases;

23. Refuse to transact any food instrument that has been altered;

24. Not transact food instruments in whole or in part for cash, credit (including rainchecks), unauthorized foods, or non-food items;

25. Not provide refunds or permit exchanges for authorized supplemental foods obtained with food instruments except for exchanges of an identical authorized supplemental food when the original authorized supplemental food is defective, spoiled, or has exceeded its “best if used by,” “sell by” or other date limiting the sale or use of the food; An identical authorized supplemental food means the exact brand, type and size as the original authorized supplemental food obtained and returned by the WIC customer;

26. Not seek restitution from the WIC customer for reimbursement paid by the vendor to the State agency or for WIC food instruments not paid or partially paid by the State agency; Additionally, the vendor shall not charge the WIC customer for authorized supplemental foods obtained with food instruments;

27. Not contact a WIC customer outside the store regarding the transaction or redemption of WIC food instruments;

28. Notify the local WIC agency of misuse (attempted or actual) of WIC Program food instruments;

29. Allow monitoring and inspection of the store premises and procedures to ensure compliance with the agreement and State and federal WIC Program rules, regulations and applicable law; This includes providing access to all program-related records, including access to all WIC food instruments at the store; vendor records pertinent to the purchase and sale of WIC supplemental foods, including invoices, receipts, copies of purchase orders, and any other proofs of purchase; federal and state corporate and individual income tax and sales and use tax returns and all records pertinent to these returns; and books and records of all financial and business transactions. These records must be retained by the vendor for a period of three years or until any audit pertaining to these records is resolved, whichever is later. Notwithstanding any other provision of this agreement and Rules .0707, .0708 and .0710 of 10A NCAC 43D, failure or inability to provide these records for an inventory audit or providing false records for an inventory audit shall be deemed a violation of 7 CFR 246.12(I)(1)(iii)(B) and Subparagraph (a)(1) of 10A NCAC 43D.0710. Invoices, receipts, purchase orders, and any other proofs of purchase for WIC supplemental foods shall include:

   (a) the name of the seller and be prepared entirely by the seller or on the seller’s business letterhead;
   (b) the date of purchase and the date the authorized vendor received the WIC supplemental food at the store if different from the date of purchase; and
   (c) a description of each WIC supplemental food item purchased, including brand name, unit size, type or form, and quantity;

30. Reimburse the State agency in full or agree to a repayment schedule with the State agency within thirty (30) days of written notification of a claim assessed due to a vendor violation that affects payment to the vendor or a claim assessed due to the unauthorized use of the WIC vendor stamp; Failure to reimburse the State agency in full or agree to a repayment schedule within thirty (30)
30. Not be paid for invalid food instruments in accordance with 10A NCAC 43D.0704(a), but may attempt to justify or correct an invalid food instrument and may be paid in accordance with 10A NCAC 43D.0704(b);

31. Notify the local WIC agency in writing at least 30 days prior to a change of ownership, change in store location, cessation of operations, or withdrawal from the WIC Program;

32. Return the WIC vendor stamp to the local WIC agency upon termination of this agreement or disqualification from the WIC Program;

33. Be monitored for compliance with Program requirements through routine monitoring, compliance buys, inventory audits and any other means the State agency deems necessary to determine compliance with Program requirements; and

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

Section II – Local Agency

The Local Agency agrees to:

1. Provide annual vendor training on WIC program requirements;

2. Conduct routine monitoring of the vendor’s performance under this agreement to ensure compliance with the agreement and State and federal WIC Program rules, regulations and applicable law; A minimum of one-third of all authorized vendors, excluding military commissaries, shall be monitored within a fiscal year (October 1 – September 30) and all vendors shall be monitored at least once within three consecutive fiscal years. Any vendor shall be monitored within one (1) week of a written request by the State agency;

3. Provide vendors with the North Carolina WIC Vendor Manual, all Vendor Manual amendments, blank WIC Price Lists, the WIC vendor stamp, and any other documents and materials required for the vendor’s participation as an authorized WIC vendor;

4. Assist the vendor with questions regarding the vendor’s participation in the WIC Program; and

5. Maintain records pertaining to this agreement and vendor management activities in accordance with the NC Department of Health and Human Services Records Retention Schedule.

Section III – State Agency

The State Agency agrees to:

1. Make payment to the vendor for food instruments transacted at the vendor’s store upon compliance by the vendor with the conditions contained in Section I of this agreement and all WIC Program rules, regulations, policies and applicable law; Payment will not be made unless and until the conditions in Section I have been met. Notwithstanding the foregoing, if payment is made by the State agency and the conditions in Section I have not been satisfied, the State agency may assess a claim against the vendor. The vendor shall reimburse the State agency in full or agree to a repayment schedule within thirty (30) days of written notification of a claim. The State agency may offset a claim against current and subsequent amounts owed to a vendor if a vendor fails to pay a claim;

2. Provide annually a list of State-approved sources for the purchase of exempt infant formula and WIC-eligible medical foods; and
3. Provide the vendor written notification of an initial violation that requires a pattern of occurrences to impose a sanction, unless the State agency determines that notifying the vendor would compromise an investigation, as provided in 7 CFR 246.12(l)(3).

Section IV -- Disqualification and Termination
1. The State agency shall disqualify a vendor in accordance with the Vendor Sanction System referenced in Section VI of this agreement and 10A N.C.A.C. 43D.0710.
2. The State agency may not accept voluntary withdrawal of the vendor from the WIC Program or use nonrenewal of the vendor agreement as an alternative to disqualification.
3. If the State agency determines that disqualification of a vendor under the Federal Mandatory Vendor Sanctions for violations B. through I. and L. would result in inadequate participant access pursuant to 10A NCAC 43D.0710(e), the State agency will impose a civil money penalty (“CMP”) in lieu of disqualification in accordance with 10A NCAC 43D.0710(f)(1). If the State agency determines that disqualification of a vendor under the State Vendor Sanctions for violations A. through L. detected during a single investigation shall be cumulative, provided that the total disqualification period may not exceed one year.
4. A second Federal Mandatory Vendor Sanction for any of the violations in B. through I. shall be doubled. A third or subsequent Federal Mandatory Vendor Sanction for any of the violations in B. through I. shall be doubled with no CMP option for inadequate participant access. State Vendor Sanctions for any of the violations in A. through L. detected during a single investigation shall be cumulative, provided that the total disqualification period may not exceed one year.
5. Disqualification from the WIC Program may result in disqualification as a retailer in SNAP. Such disqualification is not subject to administrative or judicial review under SNAP.
6. A vendor applicant shall not become authorized as a WIC vendor if the store has been disqualified from participation in the WIC Program and the disqualification period has not expired.
7. A vendor applicant shall not become authorized as a WIC vendor if the store is currently disqualified from SNAP or the store has been assessed a SNAP civil money penalty for hardship and the disqualification period that otherwise would have been imposed has not expired.
8. A change in ownership, change in store location of more than three miles from the store’s previous location, cessation of operations, withdrawal from the WIC Program or disqualification from the WIC Program shall result in termination of the WIC Vendor Agreement by the State agency. Change of ownership, change in store location, ceasing operations, withdrawal from the WIC Program or nonrenewal of the WIC Vendor Agreement shall not stop a disqualification period applicable to the store.
9. Failure of an owner, store manager or other authorized store representative to attend annual vendor training by September 30 of each year shall result in termination of the WIC Vendor Agreement.
10. A vendor who commits fraud or abuse of the Program is liable to prosecution under applicable Federal, State, and local laws. Under 7 CFR 246.23, those who have embezzled, willfully misapplied, stolen, or fraudulently obtained program funds, or those who have knowingly received, concealed or retained such funds, shall be subject to a fine of not more than $25,000 or imprisonment for not more than five years or both, if the value of the funds is $100 or more. If the value is less than $100, the penalties are a fine of not more than $1,000 or imprisonment for not more than one year or both.
11. Either the State agency or the vendor may terminate this agreement for cause after providing 30 days’ advance written notice. This agreement may be terminated by mutual agreement of both parties at any time. Neither the State agency nor the vendor has an obligation to renew the vendor agreement.

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

**Section VI—Vendor Sanction System**

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<thead>
<tr>
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<td>Permanent</td>
<td></td>
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<td>B. One occurrence of buying or selling food instruments or cash-value vouchers for cash (trafficking) or one occurrence of selling firearms, ammunition, explosives, or controlled substances (as defined in 21 USC 802) in exchange for food instruments or cash-value vouchers.</td>
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<td></td>
</tr>
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<tbody>
<tr>
<td>A. Two occurrences within a 12-month period of discrimination on the basis of WIC participation as referenced in 10A NCAC 43D.0708(38).</td>
<td>1 year</td>
</tr>
<tr>
<td>B. Three occurrences within a 12-month period of failure to properly transact a WIC food instrument or cash-value voucher by not completing the date and purchase price on the WIC food instrument or cash-value voucher before obtaining the WIC customer’s signature, by not obtaining the WIC customer’s signature in the presence of the cashier, or by accepting a WIC food instrument or cash-value voucher prior to the &quot;Issue Date&quot; or after the &quot;Participant Must Use By&quot; dates on the food instrument or cash-value voucher*.</td>
<td>1 year</td>
</tr>
<tr>
<td>C. Three occurrences within a 12-month period of requiring a cash purchase to transact a WIC food instrument or cash-value voucher.</td>
<td>1 year</td>
</tr>
<tr>
<td>D. Three occurrences within a 12-month period of contacting a WIC customer in an attempt to recoup funds for a food instrument or cash-value voucher or contacting a WIC customer outside the store regarding the transaction or redemption of a WIC food instrument or cash-value voucher.</td>
<td>270 days</td>
</tr>
<tr>
<td>E. Three occurrences within a 12-month period of failure to provide program-related records referenced in 10A NCAC 43D.0708(30) when requested by WIC staff, except as provided in 10A NCAC 43D.0708(30) and 10A NCAC 43D.0710(a)(1) for failure or inability to provide records for an inventory audit.</td>
<td>180 days</td>
</tr>
<tr>
<td>F. Three occurrences within a 12-month period of failure to provide the information referenced in 10A NCAC 43D.0708(31) when requested by WIC staff.</td>
<td>180 days</td>
</tr>
<tr>
<td>G. Three occurrences within a 12-month period of failure to stock the minimum inventory specified in 10A NCAC 43D.0708(24).</td>
<td>180 days</td>
</tr>
<tr>
<td>H. Three occurrences within a 12-month period of stocking WIC supplemental foods outside of the manufacturer’s expiration date.</td>
<td>90 days</td>
</tr>
<tr>
<td>I. Three occurrences within a 12-month period of failure to allow monitoring of a store by WIC staff.</td>
<td>90 days</td>
</tr>
<tr>
<td>J. Five occurrences within a 12-month period of failure to submit a WIC Price List as required by 10A NCAC 43D.0708(32).</td>
<td>90 days</td>
</tr>
<tr>
<td>K. Three occurrences within a 12-month period of failure to mark the current shelf prices of all WIC supplemental foods on the foods or have the prices posted on the shelf or display case.</td>
<td>60 days</td>
</tr>
<tr>
<td>L. Five occurrences within a 12-month period of requiring the purchase of a specific brand when more than one WIC supplemental food brand is available.</td>
<td>60 days</td>
</tr>
</tbody>
</table>

*The “Issue Date” is also referred to as the “First Date to Spend” and the “Participant Must Use By” date is also referred to as the “Last Date to Spend”.*
INSTRUCTIONS FOR COMPLETION OF THE
WIC VENDOR AGREEMENT
(DHHS 2768)

Note:
- Form must be printed in ink or typed.
- Correction fluid and/or typewriter correction key is not acceptable (all copies must look the same).
- Form for effective date through September 30 2015 will be accepted.
- Vendor should send only the white, yellow, and green copies to Local agency for processing. The vendor should keep the pink copy at time of application as a temporary copy.

PAGE 1

Top of Agreement:
- The name of the store and store number if part of a chain (not the corporation) is to be printed on the first line.
- The name of the local agency is to be printed on the second line.
- The beginning effective date should be left blank. The State WIC Agency will complete the date.

Left Block of Agreement:
- Provide the vendor stamp imprint (leave blank if a new vendor) in box on each carbon page.
- Dated signature of owner is required.
- Printed name and title of owner is required.
- Name of store is required (name must be the same as name at top of form).
- Only mailing address for store is required.
- Provide city, state, and zip code for mailing address of store.
- Provide phone number including the area code for the store.
- **Vendor owner/officer that signs the agreement must initial by the statement at the bottom of this section, they have received and will comply with the Terms of Vendor Agreement**

Right Top Block of Agreement:
- Dated signature of local agency authorized representative is required.
- Printed name and title of local agency authorized representative is required.
- Name of local agency (name must be the same as name at top of form) is required. Local agency program number is required.
- Local agency mailing address is required.
- Provide city, state, and zip code for mailing address of local agency.
- Provide phone number including the area code for the local agency.

Shaded Right Bottom Block of Agreement:
- Block is for State use only. Do not write in this block.

Terms of Vendor Agreement
- **Vendor keeps pages of the “Terms of Vendor Agreement”. Vendors must read, understand and agree with the terms. Be sure the statement on page one (The Signature Page) has been initialed by the owner stating these pages have been received.**
WIC PRICE LIST

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

<table>
<thead>
<tr>
<th>Vendor Number</th>
<th>___________________________</th>
<th>Authorized Vendor Stamp</th>
<th>(Store Name)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>___________________________</td>
<td></td>
<td>(Store Address)</td>
</tr>
<tr>
<td>Phone Number</td>
<td>___________________________</td>
<td></td>
<td>(City/State/Zip)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Milk</th>
<th>Price</th>
<th>Price</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type</td>
<td>Gallon</td>
<td>1/2 Gal</td>
<td>Quart</td>
</tr>
<tr>
<td>Whole</td>
<td>.</td>
<td>.</td>
<td>.</td>
</tr>
<tr>
<td>Skim (fat free), 1%, 2%</td>
<td>.</td>
<td>.</td>
<td>.</td>
</tr>
<tr>
<td>Lactose Reduced/Free</td>
<td>.</td>
<td>.</td>
<td>.</td>
</tr>
<tr>
<td>UHT</td>
<td>.</td>
<td>.</td>
<td>.</td>
</tr>
<tr>
<td>Soy-Based Beverage</td>
<td>.</td>
<td>.</td>
<td>.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Juice</th>
<th>Price</th>
<th>Price</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brand/Flavor</td>
<td>11.5/12oz</td>
<td>48 oz</td>
<td>64 oz</td>
</tr>
<tr>
<td>100% Orange</td>
<td>.</td>
<td>.</td>
<td>.</td>
</tr>
<tr>
<td>Second Type</td>
<td>.</td>
<td>.</td>
<td>.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evaporated</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 oz</td>
<td>.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Eggs-Grade A, White - Large</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dozen</td>
<td>.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tofu</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>14-16 oz</td>
<td>.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cheese</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 oz</td>
<td>.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Peanut Butter</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>16-18 oz - Plain, creamy,</td>
<td></td>
</tr>
<tr>
<td>crunchy, chunky</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Brown Rice</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>14-16 oz</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Infant Formula</th>
<th>12 to 13 oz concentrate</th>
<th>4 pack 8.45 oz ready to feed</th>
<th>11 to 14 oz powder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gerber® Good Start® Gentle</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gerber® Good Start® Soy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gerber® Good Start® Soothe</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DHHS 2766 (Revised 10/14) Nutrition Services (Review 10/15) 
Routing: White Copy-State WIC Agency Yellow Copy-Local WIC Agency Pink Copy-WIC Vendor
<table>
<thead>
<tr>
<th>Brand/Type</th>
<th>oz</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Mills</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Berry Berry Kix</td>
<td>12</td>
<td>.</td>
</tr>
<tr>
<td>Cheerios</td>
<td>14</td>
<td>.</td>
</tr>
<tr>
<td>Cheerios</td>
<td>18</td>
<td>.</td>
</tr>
<tr>
<td>Corn Chex</td>
<td>14</td>
<td>.</td>
</tr>
<tr>
<td>Dora the Explorer</td>
<td>18</td>
<td>.</td>
</tr>
<tr>
<td>Dulce de Leche Cheerios</td>
<td>12</td>
<td>.</td>
</tr>
<tr>
<td>Fiber One Caramel Delight</td>
<td>15.6</td>
<td>.</td>
</tr>
<tr>
<td>Fiber One Frosted Shredded Wheat</td>
<td>15.1</td>
<td>.</td>
</tr>
<tr>
<td>Honey Kix</td>
<td>12</td>
<td>.</td>
</tr>
<tr>
<td>Kix</td>
<td>12</td>
<td>.</td>
</tr>
<tr>
<td>Kix</td>
<td>18</td>
<td>.</td>
</tr>
<tr>
<td>Multi-Bran Chex</td>
<td>14</td>
<td>.</td>
</tr>
<tr>
<td>MultiGrain Cheerios</td>
<td>12.8</td>
<td>.</td>
</tr>
<tr>
<td>MultiGrain Cheerios</td>
<td>16.2</td>
<td>.</td>
</tr>
<tr>
<td>Rice Chex</td>
<td>12.8</td>
<td>.</td>
</tr>
<tr>
<td>Total Whole Grain</td>
<td>16</td>
<td>.</td>
</tr>
<tr>
<td>Wheat Chex</td>
<td>14</td>
<td>.</td>
</tr>
<tr>
<td>Wheaties</td>
<td>15.6</td>
<td>.</td>
</tr>
<tr>
<td><strong>Post</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Banana Nut Crunch</td>
<td>15.5</td>
<td>.</td>
</tr>
<tr>
<td>Bran Flakes</td>
<td>16</td>
<td>.</td>
</tr>
<tr>
<td>Grape Nuts</td>
<td>20.5</td>
<td>.</td>
</tr>
<tr>
<td>Grape Nuts</td>
<td>24</td>
<td>.</td>
</tr>
<tr>
<td>Grape Nuts</td>
<td>29</td>
<td>.</td>
</tr>
<tr>
<td>Grape Nuts</td>
<td>32</td>
<td>.</td>
</tr>
<tr>
<td>Grape Nut Flakes</td>
<td>18</td>
<td>.</td>
</tr>
<tr>
<td>Honey Bunches of Oats w/Vanilla Bunches</td>
<td>18</td>
<td>.</td>
</tr>
<tr>
<td>Shredded Wheat Honey Nut</td>
<td>20</td>
<td>.</td>
</tr>
<tr>
<td>Shredded Wheat Lightly Frosted</td>
<td>19</td>
<td>.</td>
</tr>
<tr>
<td><strong>Cream of Wheat</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Whole Grain</td>
<td>18</td>
<td>.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Brand/Type</th>
<th>oz</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Kellogg's</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Bran-Complete Wheat Flakes</td>
<td>17.3</td>
<td>.</td>
</tr>
<tr>
<td>Rice Krispies - Gluten Free</td>
<td>12</td>
<td>.</td>
</tr>
<tr>
<td>Frosted Mini-Wheats Touch of Fruit in the Middle: Raspberry</td>
<td>15</td>
<td>.</td>
</tr>
<tr>
<td>Frosted Mini-Wheats Touch of Fruit in the Middle Mixed Berry</td>
<td>18</td>
<td>.</td>
</tr>
<tr>
<td>Frosted Mini-Wheats - Big Bite</td>
<td>18</td>
<td>.</td>
</tr>
<tr>
<td>Frosted Mini-Wheats - Bite Size</td>
<td>18</td>
<td>.</td>
</tr>
<tr>
<td>Frosted Mini-Wheats - Bite Size</td>
<td>24</td>
<td>.</td>
</tr>
<tr>
<td>Frosted Mini-Wheats Little Bites</td>
<td>15.8</td>
<td>.</td>
</tr>
<tr>
<td><strong>Quaker</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oatmeal Squares-Brown Sugar</td>
<td>14.5</td>
<td>.</td>
</tr>
<tr>
<td>Oatmeal Squares-Brown Sugar</td>
<td>21</td>
<td>.</td>
</tr>
<tr>
<td>Oatmeal Squares-Cinnamon</td>
<td>14.5</td>
<td>.</td>
</tr>
<tr>
<td><strong>Malt-O-Meal Boxes</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blueberry Mini Spooners</td>
<td>18</td>
<td>.</td>
</tr>
<tr>
<td>Frosted Mini Spooners</td>
<td>15</td>
<td>.</td>
</tr>
<tr>
<td>Frosted Mini Spooners</td>
<td>18</td>
<td>.</td>
</tr>
<tr>
<td>Frosted Mini Spooners</td>
<td>36</td>
<td>.</td>
</tr>
<tr>
<td>Strawberry Cream Mini Spooners</td>
<td>18</td>
<td>.</td>
</tr>
<tr>
<td>Strawberry Cream Mini Spooners</td>
<td>36</td>
<td>.</td>
</tr>
<tr>
<td><strong>Malt-O-Meal Bags</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blueberry Mini Spooners</td>
<td>18</td>
<td>.</td>
</tr>
<tr>
<td>Blueberry Mini Spooners</td>
<td>36</td>
<td>.</td>
</tr>
<tr>
<td>Frosted Mini Spooners</td>
<td>13</td>
<td>.</td>
</tr>
<tr>
<td>Frosted Mini Spooners</td>
<td>15</td>
<td>.</td>
</tr>
<tr>
<td>Frosted Mini Spooners</td>
<td>18</td>
<td>.</td>
</tr>
<tr>
<td>Frosted Mini Spooners</td>
<td>36</td>
<td>.</td>
</tr>
<tr>
<td>Strawberry Cream Mini Spooners</td>
<td>18</td>
<td>.</td>
</tr>
<tr>
<td>Strawberry Cream Mini Spooners</td>
<td>36</td>
<td>.</td>
</tr>
</tbody>
</table>

Instructions For Completing Form

1. **Vendor Number:** Enter the authorized WIC Vendor Number as it appears on the Vendor Stamp.
   A new vendor applicant will leave this area blank.

2. **Authorized WIC Vendor Stamp:** Use the WIC Vendor Stamp to stamp each carbon copy of pages 1 and 2.
   A new vendor applicant will leave this blank

3. **Prices:** Provide current **highest shelf prices** for the **WIC approved foods**.

4. Return this form to the appropriate Local WIC Agency as directed.

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

<table>
<thead>
<tr>
<th>Signature of Authorized Representative</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Print Name of Authorized Representative</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Failure to submit this price list within 30 days of the required submission date may result in a 90 day disqualification of the vendor from the WIC Program.
## WIC PRICE LIST FOR FREE STANDING PHARMACIES

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

<table>
<thead>
<tr>
<th>Product</th>
<th>Size</th>
<th>Type</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boost</td>
<td>8 oz</td>
<td>Ready to Feed</td>
<td>.</td>
</tr>
<tr>
<td>Boost Kids Essentials</td>
<td>8 oz</td>
<td>Ready to Feed</td>
<td>.</td>
</tr>
<tr>
<td>Enfamil EnfCare</td>
<td>2 oz</td>
<td>Ready to Feed</td>
<td>.</td>
</tr>
<tr>
<td>Enfamil EnfCare</td>
<td>32 oz</td>
<td>Ready to Feed</td>
<td>.</td>
</tr>
<tr>
<td>Enfamil EnfCare</td>
<td>12.8 oz</td>
<td>Powder</td>
<td>.</td>
</tr>
<tr>
<td>Gerber Good Start Nourish</td>
<td>3 oz</td>
<td>Ready to Feed</td>
<td>.</td>
</tr>
<tr>
<td>Gerber Good Start Nourish</td>
<td>12.6 oz</td>
<td>Powder</td>
<td>.</td>
</tr>
<tr>
<td>Nutramigen</td>
<td>13 oz</td>
<td>Concentrate</td>
<td>.</td>
</tr>
<tr>
<td>Nutramigen</td>
<td>32 oz</td>
<td>Ready to Feed</td>
<td>.</td>
</tr>
<tr>
<td>Nutramigen with Enflora LGG</td>
<td>12.6 oz</td>
<td>Powder</td>
<td>.</td>
</tr>
<tr>
<td>Pediasure</td>
<td>8 oz</td>
<td>Ready to Feed</td>
<td>.</td>
</tr>
<tr>
<td>Pediasure with Fiber</td>
<td>8 oz</td>
<td>Ready to Feed</td>
<td>.</td>
</tr>
<tr>
<td>Similac Expert Care Alimentum</td>
<td>16 oz</td>
<td>Powder</td>
<td>.</td>
</tr>
<tr>
<td>Similac Expert Care Alimentum</td>
<td>32 oz</td>
<td>Ready to Feed</td>
<td>.</td>
</tr>
<tr>
<td>Similac Expert Care Neosure</td>
<td>2 oz</td>
<td>Ready to Feed</td>
<td>.</td>
</tr>
<tr>
<td>Similac Expert Care Neosure</td>
<td>32 oz</td>
<td>Ready to Feed</td>
<td>.</td>
</tr>
<tr>
<td>Similac Expert Care Neosure</td>
<td>13.1 oz</td>
<td>Powder</td>
<td>.</td>
</tr>
</tbody>
</table>

### Instructions For Completing Form

1. Free-Standing Pharmacies must complete this form prior to authorization as a WIC Vendor
2. Return this form to the appropriate Local WIC Agency as directed
3. Prices: Provide current shelf price
4. Authorized WIC Vendor Stamp: **A new vendor applicant will leave this blank**

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

<table>
<thead>
<tr>
<th>Signature of Authorized Representative</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name of Authorized Representative</td>
<td>Title</td>
</tr>
</tbody>
</table>
WIC VENDOR MONITORING REPORT

Program No.: _______________  WIC Program Name: ____________________________  WIC Vendor Name and Store #:____________________

Vendor Number:_________________  Date of Visit:_________________________  Current Store Manager’s Name:______________________________________________

I. FOOD INSTRUMENT (FI) / CASH-VALUE VOUCHER (CVV) TRANSACTION
Review a sample of FIs and CVVs present in the store for accuracy of completion. Were FIs and CVVs completed for:

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
<th>Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date transacted</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pay exactly</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

II. PHARMACY SERVICES (where applicable)
Vendor agrees to supply exempt formula within 24 to 48 hours of request from Local WIC Agency.

III. INFANT FORMULA SUPPLIER(S)  (View sample of receipts for last quarter)

IV. VENDOR PROCEDURES  Monitor Reviewed:

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

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

VII. MONITORING VISIT FINDINGS  Complete Section A OR B

A. No deficiencies found
I verify that this store was monitored on this date. The findings in this report have been discussed by both representatives signing this form.

Authorized Vendor Representative    Title            Date

WIC Monitor                      Title            Date

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

Authorized Vendor Representative    Title            Date

WIC Monitor                      Title            Date

Contact Phone # (        ) __________________________
Contact E-mail ________________________________________________
V. INVENTORY OF WIC APPROVED FOODS

<table>
<thead>
<tr>
<th>Required Food Item, Size and Quantity</th>
<th>Type(s)</th>
<th>Quantity In Stock</th>
<th>Current Shelf Price Marked Yes/No</th>
<th>Shortage (Quantity and/or Type)</th>
<th>Valid Expiration Dates Yes/No/C</th>
<th>Expired Foods: Size, Type, Quantity and Expiration Dates</th>
<th>and any Additional Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fluid milk</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 gallons</td>
<td>Whole fluid: gallon</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 gallons</td>
<td>Skim/Low Fat fluid: gallon</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cheese</td>
<td>2 pounds</td>
<td>1 pound package</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eggs</td>
<td>2 dozen</td>
<td>Grade A Large - White</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cereals</td>
<td>6 packages total combined</td>
<td>2 types, Min. size: 12 ounce (refer to UPC listing)</td>
<td>Whole Grain Only</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Juices</td>
<td>4 containers</td>
<td>Single strength, 64 ounce container</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 containers</td>
<td>Single strength, 48 ounce container</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dried peas and beans</td>
<td>2 packages</td>
<td>One pound package</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peanut butter</td>
<td>2 containers</td>
<td>16 to 18 ounce container</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Infant cereal</td>
<td>6 boxes</td>
<td>8 ounce box</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Infant Formula</td>
<td>34 cans</td>
<td>Gerber® Good Start® Gentle, Concentrate, 12-13 ounce</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17 cans</td>
<td>Gerber® Good Start® Soy, Concentrate, 12-13 ounce</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 cans</td>
<td>Gerber® Good Start® Gentle, Powder, 11-14 ounces</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 cans</td>
<td>Gerber® Good Start® Soy, Powder, 11-14 ounces</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fruit</td>
<td>6 cans total combined</td>
<td>2 varieties-14 to 16 ounce can without added sugar, fats, oils or salt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vegetable (Excludes foods in Dried Peas and Beans category)</td>
<td>6 cans total combined</td>
<td>2 varieties-14 to 16 ounce can without added sugar, fats or oils</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1Contact your Local WIC Agency for a listing of N.C. WIC-approved foods   2Do not include expired foods in “Quantity in Stock” column.  3Coded
Vendor Authorization for Direct Deposit (ACH Credits)

(Please check only one)

☐ New Form

☐ Correction/Change

VENDOR NUMBER  ______ ______ ______ ______
STORE NAME: __________________________________________
ADDRESS: _____________________________________________
CITY, STATE: __________________________________________
ZIP CODE: _____________________________________________
TELEPHONE: (_____ ) ____________________________________

I (we) hereby authorize the North Carolina - WIC Program, herein called the State Agency, to initiate credit entries to my (our) account. If funds which I am not entitled to are deposited in my account, I (we) authorize the State Agency to direct the financial institutions(s) to return said funds. These credit transactions should be made to the depository bank named below.

DEPOSITORY BANK NAME: __________________________________________
BRANCH ADDRESS ________________________________________________
CITY ______________________ STATE ___________ ZIP CODE _____________
ROUTING NUMBER: __________________ ACCOUNT NUMBER __________
BANK TELEPHONE NUMBER: (_____ ) _________________________________

Please verify your routing and account number with your bank or corporate office before completing this section.

This authorization is to remain in full force and effective until the State Agency has received written notification from me of its termination.

VENDOR AUTHORIZED PERSON* _____________________________________
(PLEASE PRINT)
TITLE: ___________________________________ DATE: __________________

ACH Check List

1. Keep a copy of the completed (AUTHORIZATION AGREEMENT) Form for your records
2. Complete the (AUTHORIZATION AGREEMENT) Form and mail to:
   Nutrition Services Branch – Vendor Unit, 1914 MSC, Raleigh, NC 27699-1914
3. Attach a copy of a blank voided check. Your (AUTHORIZATION AGREEMENT) will not be processed without a blank voided check.
4. Deposit slips are not acceptable and will not be processed. Savings accounts are ineligible for ACH.

*Only the store manager, owner or an authorized agent should complete this form.

DHHS – ACH 10/2013
ABOVE FIFTY PERCENT VENDOR SELF DECLARATION FORM

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

Store Name ____________________________________________
Mailing Address ____________________________________________
City/State/Zip ____________________________________________
Phone Number (____)_______________________________________
Name of Owner ____________________________________________

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

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

____________________________________________  _____________________
(Signature of Owner or Manager)      (Date)

ANNUAL WIC REDEMPTION: STATE USE ONLY

WIC redemption from October 1, __________ to September 30, __________ = $_______________.

(Year)  (Year)
COST CONTAINMENT EXEMPTION FORM
FOR FREE-STANDING PHARMACY VENDORS

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

VENDOR NUMBER   _____ _____ _____ _____

STORE NAME: ____________________________________________________________

ADDRESS: ____________________________________________________________________

CITY, STATE, ZIP CODE _________________________________________________________

TELEPHONE: (______) ________________________________

I, __________________________________, certify that ________________________________

                              Print Name of Owner/Officer  Print Name of Pharmacy

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

____________________________________________________

Signature of Owner/Officer>Title (If Officer)

____________________________________________________

Date
SAMPLE LETTER FROM VENDOR TO BANK
(NEW VENDOR)

Dear Banker:

My store will be participating in the United States Department of Agriculture Special Supplemental Nutrition Program for Women, Infants and Children (WIC). The WIC Program provides payment to my store for the foods provided through the use of WIC food instruments and cash value vouchers.

The WIC food instruments and cash-value vouchers are designed for deposit in my bank account and delivery by your bank through normal banking channels. They are payable at par through the State Security Bank in Howard Lake, Minnesota. The color of the NC WIC food instrument is lavender and the cash-value voucher is light orange.

If you have any questions, please contact me or ______________, our Local WIC Director, at __________________________, telephone number __________________.

Sincerely,

Name of Vendor
Authorized WIC Vendor No. 0000
Dear Banker:

My store participates in the United States Department of Agriculture Special Supplemental Nutrition Program for Women, Infants and Children (WIC). The WIC Program provides payment to my store for the foods provided through the use of WIC food instruments and cash value vouchers.

The WIC food instruments and cash-value vouchers are designed for deposit in my bank account and delivery by your bank through normal banking channels. They are payable at par through the State Security Bank in Howard Lake, Minnesota. The color of the NC WIC food instrument is lavender and the cash-value voucher is light orange.

If you have any questions, please contact me or ______________, our Local WIC Director, at __________________________, telephone number __________________.

Sincerely,

Vendor Name
Authorized WIC Vendor No. 0000
VENDOR MANAGEMENT COMPLAINT INTAKE FORM

To: Tysha N. Grays, Vendor Manager
Nutrition Services Branch, 1914 Mail Service Center, Raleigh, NC 27699-1914
919-870-4895 (fax)

<table>
<thead>
<tr>
<th>Complaint taken by:</th>
<th>Contact Name</th>
<th>Contact Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Local WIC Agency</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ State WIC Agency</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date Complaint Received: ____________________________

<table>
<thead>
<tr>
<th>Source of Complaint:</th>
<th>Contact Name</th>
<th>Contact Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Vendor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor Name / Vendor Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Participant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Complaint:

<table>
<thead>
<tr>
<th>State Agency Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actions Taken:</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
### NORTH CAROLINA APPROVED SOURCES (SUPPLIERS) OF INFANT FORMULA, WIC ELIGIBLE MEDICAL FOODS AND EXEMPT FORMULAS
### EFFECTIVE OCTOBER 2014

List with addresses available online at [www.nutritionnc.com](http://www.nutritionnc.com)

<table>
<thead>
<tr>
<th>MANUFACTURERS</th>
<th>WHOLESALERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mead Johnson Nutritionals</td>
<td>Adams Wholesale Inc.</td>
</tr>
<tr>
<td>Nutricia - (Formerly SHS North America)</td>
<td>AmerisourceBergen</td>
</tr>
<tr>
<td>Nestle, USA / Novartis</td>
<td>Associated Wholesale Grocers Inc. - Goodletsville TN</td>
</tr>
<tr>
<td>PBM Nutritionals</td>
<td>C &amp; S Food</td>
</tr>
<tr>
<td>Ross Products</td>
<td>Cardinal Health</td>
</tr>
<tr>
<td>Solus Products, LLC</td>
<td>Coastal Wholesale</td>
</tr>
<tr>
<td>Xcam Pharma</td>
<td>Fred's Food Club</td>
</tr>
<tr>
<td></td>
<td>H. T. Hackney</td>
</tr>
<tr>
<td></td>
<td>Holladay Surgical Supply</td>
</tr>
<tr>
<td></td>
<td>J. T. Davenport and Sons</td>
</tr>
<tr>
<td></td>
<td>La Tortilleria</td>
</tr>
<tr>
<td></td>
<td>McKesson</td>
</tr>
<tr>
<td></td>
<td>M.R. Williams, Inc.</td>
</tr>
<tr>
<td></td>
<td>Merchants Distributors</td>
</tr>
<tr>
<td>RETAILERS</td>
<td>Mitchell Grocery Corporation</td>
</tr>
<tr>
<td>BI-LO</td>
<td>Moseley &amp; Reece</td>
</tr>
<tr>
<td>CVS Pharmacies</td>
<td>Nash Finch</td>
</tr>
<tr>
<td>Food Lion</td>
<td>NC Mutual Drugs</td>
</tr>
<tr>
<td>Harris Teeter</td>
<td>North South Wholesale - Lancaster SC</td>
</tr>
<tr>
<td>Ingles</td>
<td>Reidsville Grocery</td>
</tr>
<tr>
<td>K Mart</td>
<td>Smith Drug Co - Spartanburg, SC</td>
</tr>
<tr>
<td>Kroger</td>
<td>SouthCo Distributing</td>
</tr>
<tr>
<td>Lowes</td>
<td>Super Valu, Inc.</td>
</tr>
<tr>
<td>Wal-Mart (including Sams Club)</td>
<td>Thomas and Howard Company</td>
</tr>
<tr>
<td>Walgreens</td>
<td>W. Lee Flowers and Co.</td>
</tr>
</tbody>
</table>
Food Sales Fact Sheet

A vendor may include in the food sales amount reported to the State agency any item that may be purchased with Supplemental Nutrition Assistance Program (SNAP) benefits.

“Food sales” includes sales of—

- Foods for the household to eat, such as:
  - breads and cereals;
  - fruits and vegetables;
  - meats, fish, and poultry; and
  - dairy products

- Coffee, tea, cocoa, carbonated and noncarbonated drinks, ice, candy, condiments and spices, when sold along with the items above

- Snacks foods (e.g., potato chips and cupcakes)

- Cold ready-to-eat foods intended for off-premises consumption only

- Specialty foods (such as diabetic and dietetic foods), enriched or fortified foods, infant formulas, and certain health food items. Examples include weight loss products (e.g., Slim Fast), Pedialite, Ensure, wheat germ, and brewer’s yeast. If the ordinary use of the item is as a food, rather than for as a medicine or therapeutic agent, it may be included in food sales.

- Vegetable oils, shortening, and food coloring

- Cooking wine, wine vinegar, flavorings, extracts

“Food sales” does not include sales of—

- Any nonfood items, such as:
  - pet foods;
  - soaps, paper products; and
  - household supplies

- Beer, wine, liquor, and all other alcoholic beverages

- Cigarettes, cigars, and all other tobacco products

- Vitamins and medicines

- Foods that will be eaten in the store

- Hot foods and hot food products (e.g., soups, roasted chicken, coffee, steamed seafood)
A vendor discount is an in-store promotion that reduces the price or increases the quantity of a given product. Please remember that per Federal regulations [7 CFR 246.12 (h)(3)(iii)], WIC authorized vendors may not treat WIC customers differently by not extending the same vendor discounts to them that are extended to non-WIC customers. Similarly, WIC authorized vendors may not treat WIC customers differently by offering them vendor discounts that are not offered to non-WIC customers.

Common vendor discounts are listed below:

**Buy One, Get One Free (BOGO)**
In this promotion, the WIC-authorized vendor sells one WIC food item and provides a second identical food item or a different item at no additional cost. For example, a vendor offers a free box of cereal with each box of cereal that is purchased. This is a quantity discount. Using a buy one, get one free promotion allows WIC customers to get additional quantities of WIC foods or non-WIC items at no cost. If the free item in a buy one, get one free promotion is a WIC food item, it should not be deducted from the participant's WIC benefits.

**Buy One, Get One at a Reduced Price**
In this promotion, the WIC vendor sells one WIC food item at full price and sells either a second identical WIC food item or a different food item at a reduced price. For example, a vendor offers a half price box of cereal with each box of cereal that is purchased at regular price. A buy one, get one at a reduced price promotion is a price discount. In a transaction that only includes WIC items, this discount type only applies when the second, reduced price item is a WIC food item and the WIC customer has the item in his or her benefits balance. In this case, the WIC Program would benefit from this vendor discount by being charged the lower price for the second box of cereal.

**Free Ounces Added to Food Item by Manufacturer (Bonus Size Items)**
In this promotion, a food manufacturer adds extra ounces to a product at no extra cost to the consumer. For example, instead of offering 16 ounces of cereal in a box, a manufacturer may temporarily offer a bonus size 18 ounce box of cereal at the same price. This promotion is a quantity discount. When a bonus size food item is purchased by a WIC customer, the vendor should redeem the WIC food instrument as if the original size (16 ounce) item were purchased.

**Transaction Discounts**
In this type of promotion, the WIC vendor applies a fixed amount discount or a discount percentage to the total dollar amount of the purchase. For example, the offer may be for $10 off or 10% off when $50 or more in groceries are purchased. A transaction discount is a price
discount on the total purchase. In a transaction that only includes WIC items, the Program would benefit from the vendor discount being applied to the transaction.

**Store Loyalty/Rewards Cards**

WIC-authorized vendors may provide a card or token that provides additional vendor discounts for frequent or regular customers. WIC customers are not required to use loyalty/rewards cards, nor are WIC authorized vendors required to scan a "dummy" card for WIC customers who do not have their own cards. Store loyalty/rewards cards may provide a variety of quantity and/or price discounts. These vendor discounts should be processed by vendors as outlined above, according to type.

**Manufacturers’ Cents Off Coupons**

Manufacturers' cents off coupons allow customers to purchase certain items at a lower price. For example, a coupon may offer a price discount of 50 cents off a box of cereal. In a transaction that only includes WIC items, the value of the coupon would be applied to the WIC transaction, thus benefiting the Program.

**NOTE: Cash back is not permitted as a result of vendor discounts in any WIC transaction.** Also, although there are different types of vendor discounts that can be used, the WIC customer is not responsible for paying tax which results from the use of the vendor discount, e.g., the value of a coupon. In addition, as with any WIC transaction, vendors should not return any change to the WIC customer.

If you have any questions related to vendor discounts, please contact your Local WIC Agency.