

SD-WIC Policy

WIC Authorized Retailers

14.0 WIC Authorized Retailers

14.07 Vendor Agreement

STATE OF SOUTH DAKOTA WIC PROGRAM VENDOR AGREEMENT BETWEEN

Vendor Name
Vendor Address
City State Zip

**South Dakota Department of Health
WIC Program
600 East Capitol Avenue
Pierre, SD 57501**

WIC ID#:

This Agreement is entered into with the South Dakota Department of Health, (referred to as the DEPARTMENT) to participate in the Special Supplemental Nutrition Program for Women, Infants, and Children (referred to as the PROGRAM) by the above named vendor food outlet (referred to as the VENDOR) for the purpose of providing supplemental foods to eligible persons under the WIC Program.

This Agreement is valid for the period of _____ through _____. Neither Program nor Vendor has an obligation to renew this Agreement after the expiration date. Vendor must reapply at Agreement expiration to continue authorization and Department must provide Vendor at least 15 day advance notice of Agreement expiration. This Agreement does not constitute a license or a property interest.

I. VENDOR RESPONSIBILITIES

- A. Vendor agrees to be in compliance with the WIC Vendor Management Handbook and Cashier Training Booklet.
- B. Vendor agrees to routinely stock the varieties and minimum quantities of WIC approved foods as specified in Attachment A of this Agreement. Failure to meet these stocking requirements during the Agreement period may be cause for termination or justify sanctioning of Vendor (see Minimum Stocking Requirements section at end of Agreement).
- C. Vendor must be primarily a seller of groceries (full-service grocery store) rather than of other merchandise such as gasoline, beverages or snack foods. Each store owned by a business entity must be authorized separately and meet the following requirements:
 1. Purchasing of Infant Formula:
Infant formula must be purchased only from a wholesaler, distributor, or Vendor on Program's list. The list is available at the website: <http://doh.sd.gov/documents/Family/WIC/FormulaDistList.pdf>
 2. Exception to Stocking Requirements for Infant Formula and Infant Foods:

An exception to stocking requirements for any infant formula or foods is available upon request to the State WIC Office. If infants are current participants in the vendor's location this exception will not be granted. The Vendor is required to order infant formula, infant foods and infant cereal upon request of a participant or the Program. Vendors must contact the State WIC Office to be granted an exception. The State WIC Office will verify the absence of infants through the Local Agency, for each Vendor that requests an exception before it is granted.

- The Vendor must be able to supply the infant formula, infant foods and infant cereal within 24-48 hours. Exception only applies if the Vendor is unable to supply the formula within the 24-48 hour time frame, the Vendor must contact the State WIC Office to determine if an exception can be made to extend the 24-48 hour time frame to within five (5) working days.

D. Vendor agrees to provide supplemental foods to Program participants only upon receipt of a properly presented WIC Check and to complete the WIC Check transactions properly at the cash register. Refer to the South Dakota WIC Program Vendor Management Handbook and Cashier Training Booklet for step by step instructions. To complete a WIC transaction correctly for payment the Vendor agrees to:

1. Redeem WIC Checks issued by the PROGRAM only for the designated food items and quantities as listed on face of the WIC Checks. The Vendor may not charge, give cash, issue credit, or issue rain Checks for WIC Checks. No refunds are allowed for WIC items purchased with WIC Checks.
2. Allow no substitutes for those items listed on the WIC Checks. Additional foods, unauthorized foods, or non-food items, shall **NOT** be allowed for purchase with WIC Checks.
3. Charge a price for WIC supplemental foods that is no more than the current price charged to non-WIC customers.
4. Charge a price for the supplemental foods that does not exceed the peer group maximum price.
5. Require the participants, parents and caretakers of infant and children participants, or proxies to present a WIC ID Pouch ensuring identification and signature verification. **Vendor will NOT accept any pre-signed WIC Checks.** No other form of identification will be required of WIC participants (as per federal regulations).
6. Ensure that the purchase price is entered on all WIC Checks before the participant signs.
7. Not accept WIC Checks prior to the first date to spend or after the last date to spend as printed on the front of the WIC Checks.
8. Deposit WIC Checks in a bank account within 45 days from the first date to spend.
9. Handle transactions with WIC participants, parents, caretakers, or proxies in the same manner as all other customers.
10. Be accountable for actions of employees when completing transactions of WIC Checks.
11. Record the Vendor's WIC Identification Number in the designated space on each WIC Check redeemed. This will be accomplished by utilization of the Program issued Vendor Stamp (stamp given at time of authorization).

12. Enter the transaction date on each WIC Check redeemed, either electronically or manually on the back of the Check, and manually on the front of the Check on the line for the date of use.
 13. Serve participants equally, regardless of race, color, national origin, age, sex or disability.
 14. Not apply sales tax to any WIC Check purchases.
 15. Not apply stickers, tags or labels that have the WIC service mark on approved food items.
 16. Allow no exchanges, except for food items that are found to be defective, spoiled, or past their sell/use by date and then only for the exact same brand, type and size of supplemental food item.
 17. Notify the Program if 50% or more of the Vendor's annual food sales will be derived from the redemption of WIC Checks.
- E. Vendor will receive returned non-paid WIC Checks due to errors detected by pre-edits at the bank. Vendor must obtain prior approval and an authorization code from the State WIC Office before making any changes to a WIC Check returned to the Vendor by a bank. Upon obtaining approval and an authorization code from the State WIC Office, Vendor can resubmit the WIC Checks for payment.
- F. Vendor will not seek restitution from any participant for a WIC Check not paid for by the Program. Nor will the Vendor refer unpaid WIC Checks to a collection agency or third party for collection.
- G. Vendor will assure that the manager or authorized representative agrees to accept WIC Vendor training annually per Agreement period:
1. Vendor will ensure that employees are familiar with the terms of this Agreement and contents of the WIC Vendor Management Handbook.
 2. Vendor will be responsible for training all cashiers and personnel handling WIC transactions, provide employees with all updated information received from the Program and be responsible for actions of its owners, officers, managers, agents, and employees which are contrary to this Agreement.
 - Program has a Vendor Training DVD available for training purposes
- H. Vendor agrees to provide time to any Program representative for announced or unannounced visits to determine Vendor compliance with program rules, regulations, and policies, allow access to shelf prices, inventory records and to inspect any WIC Checks in the Vendor's possession and any program related records upon request. Inventory records are to be maintained for a period of six months.
- I. Vendor agrees to submit gross sales, food sales and SNAP sales information upon request with supporting documentation as necessary. Examples of supporting documentation include, but are not limited to, IRS Forms 1065, 1120, 1120S or 1040 Schedule C.
- J. Vendor agrees to retain all sales receipts for all WIC transactions for a period of six months and will make receipts available to the Program upon request.

- K. Vendor agrees to enter WIC Food Prices into SDWIC-IT whenever requested or at a minimum of every three (3) months, and will update Food Prices as changes occur.
- L. Vendors (regular or above 50%) cannot offer incentive items solely to WIC participants in an effort to encourage participants to redeem their WIC Checks at those stores. If incentive items are offered, they must be offered to all customers, not only WIC customers.
- M. Vendor agrees that the WIC Acronym, or close facsimiles will not be used in the name of the business, in accordance with FNS instruction 800-2.
 - The vendor also agrees not to use the WIC Logo or Acronym in advertising or promotional materials.
- N. Vendor will post only Program issued decals/signs on storefronts and/or entrances.
- O. Vendor will post shelf tags using the WIC Acronym supplied only by the Program.
- P. Vendor agrees to comply with Program's rules, regulations, policies and procedures and to comply with vendor selection criteria throughout the Agreement period, including any changes to the selection criteria.
- Q. According to the USDA FNS final food rule all vendors must allow split tender. For WIC, this relates to Cash Value Vouchers, and means that the store must allow the participant to pay the difference if they exceed the amount of the cash value voucher.

II. PROGRAM ABUSE – SANCTIONS, PROBATION AND CIVIL MONEY PENALTIES

- A. Abuse of the Program by the Vendor is just cause for termination of this Agreement. Disqualification from Program will be based on the number of sanction points accumulated for violations or the severity of the violation. Disqualified Vendors may be considered having forfeited their authorization and if they seek reauthorization from the Program, Vendor will be required to apply for authorization after expiration of the disqualification period.
- B. A Vendor convicted of violating any activity included in E.1 to E.4 of this Agreement will be assessed \$11,000.00 for each violation and a total amount not to exceed \$44,000.00 for multiple violations occurring during a single investigation.

If, at any time, store is determined to be an above 50% vendor, program can terminate agreement after 15 days.
- C. A Vendor with multiple violations in a single investigation shall be sanctioned or disqualified based on the most serious violation. The Vendor will be notified of all violations detected during the investigation.
- D. The Vendor shall be charged with points, put on probation or disqualified, depending on the severity of the violation. Repeated Program abuse will result in a more severe sanction. A pattern of Program abuse is defined as at least two (2) or more independent documented

repeated violations of similar severity during compliance buys. A pattern does not need to be present when applying a 6 year or permanent disqualification (see E.2.a, E.3, E.4 below).

E. Disqualifications: The Vendor will receive written notice by certified mail of disqualification and the length of disqualification from the Program as follows:

1. 1 Year Disqualification:

Exhibiting a pattern of providing unauthorized foods in exchange for WIC Checks, including charging for foods in excess of those listed on the WIC Check.

2. 3 Year Disqualification:

- a. Redeeming WIC Checks for alcoholic beverages or tobacco products. Only one incident is necessary for disqualification.
- b. Exhibiting a pattern of claiming reimbursement for WIC Checks in excess of documented inventory.
- c. Exhibiting a pattern of overcharges. Overcharges are defined as charging more for food than the price charged to other customers, charging more than the current shelf price, and/or charging for foods not received as detected during a compliance buy.
- d. Exhibiting a pattern of charging for food not received by the participant on WIC Checks.
- e. Exhibiting a pattern of receiving, transacting, and/or redeeming WIC Checks outside of authorized channels including the use of an unauthorized Vendor or person.
- f. Exhibiting a pattern of providing credit or non-food items, other than alcohol, tobacco, cash, firearms or controlled substances in exchange for WIC Checks.

3. 6 Year Disqualification

Vendor found trafficking WIC Checks or illegal sales by WIC investigation.

4. Permanent Disqualification

A conviction of trafficking WIC Checks or selling of firearms, ammunition, explosives or controlled substances in exchange for WIC Checks.

F. Sanctions: The Vendor will receive written notice of WIC Program violations and accompanying sanction points and/or disqualification from the Program. State applied sanctions will not be based on a single violation. A letter will be sent to the Vendor stating the violation and the corrective action that will need to be taken. A pattern of two or more incidences of the same or like violation will result in appropriate sanctions against the Vendor. Corrective actions are listed with accumulated points. See charts listed in Section J.

1. Up to 8 Points – Written notification of all sanctions applied to Vendor.
2. 9-15 Points – Written notification of all sanctions and the Vendor will be required to respond in writing within 15 days with justification and actions taken for correcting Program violations.

3. 16-20 Points – Written notification of accumulative sanction points and the Vendor will be required to: (a) accept training by the Program Representative within 3 months; and (b) respond in writing to the notification within 15 days with justification and actions taken for correcting Program violations.
4. 21-25 Points – Written notification by certified mail of disqualification from the Program for 6 months.
5. 26 or More Points – Written notification by certified mail of disqualification from the Program for 1 year.

G. Probation: A three (3) month period of time allotted to vendors in lieu of disqualification.

The WIC Program has the option to initiate a probationary period in lieu of disqualification when program noncompliance has been determined. The vendor will work with the WIC Program to come into compliance during the probationary period or disqualification will occur. If the Vendor is unable to resolve the noncompliance issues within the 3 month period, the Vendor will be disqualified according to regulations established.

H. Fines: Program has the right to modify payment or to assess a claim for WIC Checks transacted for, other items, returned checks, or checks with sales tax charged.

The South Dakota WIC Program has the right to modify payment or to assess a claim for WIC Checks transacted for, other items, or with sales tax charged.

For the first month in which returned WIC checks equal twenty (20) or more, the SD WIC Program will issue the vendor a written warning.

For the second month in which returned WIC checks equal twenty (20) or more, the SD WIC Program will assess the vendor a fine of \$50.00.

For the third month in which returned WIC checks equal twenty (20) or more, the SD WIC Program will assess the vendor a fine of \$75.00 and the vendor will attend a mandatory training.

For the fourth and any subsequent occurrences during the agreement period, the State WIC Program will assess a \$100.00 fine and make a claim for the recoupment of the total amount of all checks returned for that month.

The reasons that WIC Checks are returned could include one or more of the following:

- | | |
|----|-------------------------|
| 01 | Missing Signature |
| 02 | Illegible Vendor Stamp |
| 03 | Invalid Vendor |
| 04 | Missing Vendor Stamp |
| 05 | Altered Check |
| 06 | Invalid Redemption Date |

- 07 Missing Redemption Date
- 08 Unreadable Redemption Date
- 09 Check Exceeds Maximum Amount
- 10 Inactive Vendor
- 11 Checks redeemed 45 days after the First Date to Spend

I. Compliance: A compliance buy is considered complete when:

The State Agency determines that a sufficient number of compliance buys have been conducted to provide evidence of WIC Program compliance, when two (2) compliance buys are conducted in which no WIC Program violations are found or when an inventory audit has been completed. A maximum of three (3) compliance buys will be conducted to determine WIC Program compliance or noncompliance.

- Minimum of two clean compliance buys conducted during contract period.
- If no violations are detected after two, clean compliance buys, no other visits are required unless circumstances indicate retailer needs to be monitored again.
- If bad buys take place during three consecutive compliance buys:
 - The retailer will be on probation for at least a three month period during which a minimum of two clean compliance buys must take place.
 - If two clean buys do not take place during the probationary period, the retailer’s contract will be suspended for a six month period.
- If repeated violations are detected during compliance buys:
 - Training is provided and a minimum of one education buy is conducted.

J. State Agency Violations and Points

STATE AGENCY VIOLATIONS & POINTS		
CHECK REDEMPTION ERRORS:		
WIC Program Violation	Instances	Points per Violation
Failure to use Vendor stamp on WIC Checks	2	1 point
Applying a Vendor stamp not issued or approved by WIC Program	2	1 point
Depositing WIC Checks 45 days beyond the first date to spend	2	1 point
Failure to enter the transaction date on the back and front of WIC Checks, either electronically or manually on the back, and manually on the front	2	1 point
Returned WIC Checks	2	1 point
REIMBURSEMENT ACCOUNTABILITY:		

WIC Program Violation	Instances	Points per Violation
Seeking restitution from a participant for WIC Checks not paid for by the WIC Program	2	6 points
STOCKING:		
WIC Program Violation	Instances	Points per Violation
Failure to clearly identify shelf prices of WIC food items	2	4 points
Stocking and/or selling authorized food that is not fresh	2	2 points
Stocking or purchasing formula for sale from supplier other than those on the list of authorized distributors provided by the WIC Program	2	10 points
Unavailability or insufficient stock of authorized foods	2	2 points
Failure to supply, within specified timelines, infant formula, infant foods, infant cereal, specialty milks, juice, or tortillas as requested by WIC participant or WIC Program	2	10 points
CASHIER CHECK-OUT PROCEDURES:		
WIC Program Violation	Instances	Points per Violation
Accepting WIC Checks without requiring the WIC ID Pouch	2	1 point
Accepting WIC Checks before the first date to spend and after the last date to spend	2	2 points *May also result in non-payment from WIC Program
Accepting pre-signed WIC Checks	2	2 points
Failure to obtain participant signature on WIC Checks	2	2 points
Failure to provide WIC customer a sales receipt when requested	2	1 point
Failure to allow the purchase of the full or partial amount of foods specified on WIC Checks	2	2 points
Having an authorized person/proxy sign WIC Checks before the total price has been entered	2	4 points
Inappropriately altering "Actual Amount of Sale" box on WIC Checks	2	1 point
Giving change on redemption of WIC Checks or accepting the return of foods purchased with WIC Checks for cash or	2	6 points

credit toward other purchases		
Charging sales tax on WIC transactions	2	8 points
Redeeming altered WIC Checks	2	2 points
Selling outdated or stale foods	2	1 point
GENERAL:		
WIC Program Violation	Instances	Points per Violation
Submitting WIC Food Prices with inaccurate or unacceptable data	2	2 points
Abusive or discriminatory treatment of WIC participants or WIC staff	2	4 points
Breach of confidentiality (i.e. contacting WIC participants directly, requiring signature on separate document)	2	4 points
Failure to provide updated WIC Food Prices when requested by the WIC Program	2	8 points
Accepting WIC Checks prior to receiving a signed Vendor Agreement or other written notification from the State WIC Program that the application is approved	2	8 points *Payment will not be made on these WIC Checks.
Failure to carry out corrective action as a result of education or monitoring visits	2	6 points
Failure to attend training sessions per Agreement period and as required by the WIC Program	2	10 points
Accepting WIC Checks during a suspension period	1	10 points
Following authorization, increasing prices inconsistent with price increases by other authorized Vendors in the service area	2	10 points
Failure to comply with other terms of the Vendor Agreement	2	8 points

K. All points shall be accumulated during an Agreement Period (three years); A Vendor who is disqualified from participation in the Program may request an administrative appeal hearing within 15 days from the date of notice of the adverse action. The effective date of disqualification is 15 days from notification date, regardless of appeal request.

L. A Vendor who commits fraud or abuse of Program is liable to prosecution under applicable Federal, State or local laws. Section 104(b) of Public Law 105-226 Child Nutrition Reauthorization Act of 1998, amended 12(g) of the National School Lunch Act, to state those who willfully misapplied, stole or fraudulently obtained WIC funds shall be subject to a fine or not more than \$25,000 or imprisonment for not more than five (5) years or both, if the value of the funds is \$100 or more. If the value is less than \$100, then the penalties are a fine of not more than \$1,000 or imprisonment for not more than one (1) year or both.

- M. A Vendor who has accumulated up to 20 sanction points may have their sanction points reduced in half by requesting and attending a training session within three (3) months of being notified of the total accumulated points. This reduction may be applied only once every six (6) months.
- N. Program will notify Vendor in writing when an investigation reveals an initial violation for which a pattern of violations must be established to impose a sanction, and such notice will be provided before documenting another such violation. Notice, however, is not required if PROGRAM determines, at its discretion, that such notice could compromise an investigation.

III. DEPARTMENT RESPONSIBILITIES

- A. Provide training to Vendor regarding Program procedures at least once every year.
- B. Provide an interactive training to the Vendor at least once during each three year contract period.
 - 1. Inform Vendor of who at a minimum must attend training.
 - 2. Provide Vendor with an alternative date on which to attend interactive training
- C. Monitor Vendor for compliance with Program regulations and apply corresponding sanctions for violations.
- D. Provide Vendor with a copy of the South Dakota WIC Program Vendor Management Handbook with each signed Agreement and provide Vendor as much as possible advance notice of changes to Federal or State statutes, regulations, policies or procedures governing Program before such changes are implemented as required by 246.12(h)(7) of the WIC Regulations.
- E. Deny payment to Vendor for improperly redeemed WIC Checks.
- F. Provide information regarding the Vendor's participation with other government agencies including SNAP.
- G. Terminate this Agreement if Department determines any of the following:
 - 1. Vendor has provided false information in connection with its application for authorization.
 - 2. Vendor is disqualified from the Program (See II.E and II.F above).
 - 3. Vendor failed to pass a reassessment, using selection criteria in affect at the time of the reassessment, during the current Agreement period.
 - 4. There is a conflict of interest between the Vendor and the Department or any of its local WIC sites.

- H. Maintain confidentiality of all information that individually identifies authorized Vendors other than the Vendor name, store type, address, authorization status, telephone number, Website and email address.
- I. Provide Vendor a list (hard copy), on an annual basis of infant formula wholesalers, distributors, and Vendors approved by Program. List of authorized infant formula wholesalers, distributors and Vendors is available at the South Dakota Department of Health Website: <http://doh.sd.gov/WIC/Vendors.aspx>.

IV. GENERAL CONDITIONS

- A. Each party shall have the right to terminate this Agreement for cause giving at least 15 days written notice to the other. Upon termination, the WIC Vendor Stamps will be returned to the Program.
- B. If, at any time, store is determined to be an Above 50% vendor, Program can terminate agreement after 15 day notice.
- C. Program will disqualify a Vendor who is disqualified or issued a civil money penalty from any other Federal Food and Nutrition Service Program, unless circumstances warrant an alternative action. Period of disqualification shall be for the same length of time, but may begin at a later date and is not subject to review.
- D. Program will disqualify a Vendor based on sanctions unless circumstances warrant an alternative action. Civil Money Penalties may be applied by the Program if it is determined that disqualification would cause participant hardship. Vendor that fails to comply with Civil Money Penalty shall be disqualified for the length of time corresponding to the sanction. Maximum Civil Money Penalty shall not exceed \$11,000 per violation and will not exceed \$44,000.00 for all violations committed during a single investigation. Civil Money Penalty will not be applied for third or subsequent sanctions.
- E. The Program may not accept voluntary withdrawal from the Program as an alternative to disqualification.
- F. SNAP authorization shall be withdrawn from any vendor which is disqualified from the Program, based on any act which is a violation of WIC Regulations and is a misdemeanor or felony or which is a violation listed in 7 CFR, Section 278.1 (o)(1).
- G. Program shall notify the appropriate local agency (ies), Clinic (s), SNAP, and FNS Regional Office of the Vendor's disqualification.
- H. A Vendor/owner who has a previous history of WIC/SNAP abuse, disqualification or civil money sanction within the past twelve (12) months will not be authorized as a Vendor.

- I. A Vendor who has been disqualified from participation or denied Program authorization has the right of appeal to the Department pursuant to the South Dakota WIC Administrative Appeal Procedure. Expiration of this Agreement is not subject to appeal.
- J. Vendor must comply with the Vendor Agreement, Vendor Management Handbook and federal and state statutes, regulations, and policies as outlined in the procedures governing the Program, including any changes made during the Agreement period.
- K. Vendor shall immediately notify Program when Vendor ceases operation, changes location, or ownership changes. Any of these events will cause Program to terminate this Agreement and the owners will be required to complete the application process as a new Vendor to be authorized as a Vendor.
- L. Vendor shall not accept WIC Checks if change of ownership has occurred. Written notification must be received from Program that an Agreement has been signed with the new owners.
- M. This Agreement is non-transferable. Any change in ownership or sale of business by the Vendor will render this Agreement null and void.
- N. Vendors with an expired Agreement must reapply for continued authorization and shall be subject to the Program's selection procedures at the time of reapplication.
- O. Program reserves the right to amend Section II. Program Abuse and Sanctions on an annual basis. Amendments will be made in writing and become effective five days after being sent by Program to the Vendor.
- P. The Department reserves the right to make exceptions to (waive) the Vendor selection criteria to address inadequate participant access. However, pricing and minimum WIC approved food stocking requirements cannot be waived, per federal regulations.

MINIMUM STOCKING REQUIREMENTS

The Vendor agrees to stock varieties and minimum quantities of WIC approved foods as specified in the WIC Approved Food Guide. Failure to meet these stocking requirements during the Agreement period may cause the Agreement to be terminated or sanctions to be applied to the Vendor by WIC Program. The State WIC Program will determine store size placement during the Application process.

MINIMUM STOCKING REQUIREMENTS – SMALL STORES

Infant Formula and Foods

- 9 (12.5) ounce cans of the standard contract powdered infant formulas, either soy or milk based; or
- 24 (13) ounce cans of the standard contract liquid formulas, either soy or milk based
 - The Vendor agrees to stock other brands of formula on an as-needed basis. Infant formula must be purchased only from a wholesaler, distributor, or Vendor on the WIC Program's approved list
- 3 (8 and/or 16) ounce boxes of at least two varieties of approved infant cereal
- 72 (4) ounce Beech Nut jars of infant fruits and vegetables, at least two varieties of each **OR**
- 36 (4) ounce 2 packs of Gerber stage 2 fruits and vegetables, at least two varieties of each
- 36 (2.5) ounce jars of infant meats, at least two varieties

Milk

- 12 gallons of fluid milk **MUST** include quart, half-gallon, and gallon sizes; Whole and 2%: Minimum of 4 gallons; 1% and Skim (fat free): minimum of 8 gallons.
 - Vendor must be able to supply the following: evaporated, dry, lactose-reduced, and acidophilus and goat's milk as requested by WIC Program or WIC participant
 - Vendor must be able to supply approved soy beverage as requested by WIC Program or WIC participant
 - Requested specialty milks must be available within 72 hours (3 days)

Yogurt

- 6 (32) ounce tubs of Yoplait non-fat
- 6 (32) ounce tubs of Yoplait low-fat
- 6 (32) ounce tubs of Dannon Plain whole- **ONLY** required if needed by participant

Cheese

- 4 pounds, in combination of 8 ounce or 16 ounce packages of 2 varieties of the following approved cheeses: American, Cheddar, Cheddar-Jack, Colby, Colby Jack, Monterey Jack, part skim Mozzarella
 - Must be pre-packaged, pre-labeled and pre-priced
 - WIC Program also allows Kraft Deluxe American Cheese in the box

Eggs

- 4 dozen medium or large graded fresh eggs

Breakfast Cereal – Cold and Hot

- 2 boxes or bags of at least 4 different varieties of authorized cold cereals
 - At least one must meet the whole grain criteria
- 2 boxes of at least 1 authorized hot cereal
 - At least one must meet the whole grain criteria

Juice

- 6 (64) ounce 100% authorized fruit juice, minimum 2 flavors
- 12 (12) ounce cans of frozen 100% fruit juice, minimum 2 flavors
 - Vendor agrees to stock up to 16 ounce single serving approved juices as requested by the WIC Program or WIC participant
 - Requested juices must be available within 24-48 hours (1-2 days)

Dried Peas/Beans and Canned Peas/Beans

- 4 (16) ounce bags of dried peas and/or beans, at least two varieties
- 8 (15 to 16) ounce canned peas/beans, at least two varieties

Peanut Butter

- 4 (16 to 18) ounce containers 100% peanut butter

Canned Fish

At least two varieties of each:

- 5 (5-5) ounce cans of light tuna in water or oil pack
- 8 (3.75) ounce cans of sardines
 - 5 (5) ounce cans pink salmon

Whole Grains – Breads, Rice, Tortillas

- 4 (16) ounce loaves of authorized whole wheat or whole grain breads
- 2 (14 to 16) ounce packages of brown rice
 - 16 ounce bag, box or bulk
 - 14-16 ounce instant box
 - May be instant, regular or quick cooking
- 8 or 16 ounce packages of Corn or Whole Wheat Tortillas

Fresh and Frozen Fruits

- 2 pounds each of fresh and frozen of 4 varieties, such as but not limited to apples, bananas, grapes, grapefruit, melons, oranges, peaches, pears, pineapple, strawberries, raspberries
 - 4 cans of at least 2 varieties of canned fruits with no added sugar

Fresh and Frozen Vegetables

- 2 pounds each of fresh and frozen of 4 varieties, such as but not limited to bell peppers, broccoli, cabbage, carrots, cauliflower, celery, corn, cucumbers, green beans, lettuce, onions, squash, tomatoes, spinach, sweet potatoes, yams
- 4 cans of at least 2 varieties of canned vegetables with no added sugar

MINIMUM STOCKING REQUIREMENTS – LARGE STORES

Infant Formula and Foods

- 18 (12.5) ounce cans of the standard contract powdered infant formulas, either soy or milk based; or
- 48 (13) ounce cans of the standard contract liquid formulas, either soy or milk based
 - The Vendor agrees to stock other brands of formula on an as-needed basis. Infant formula must be purchased only from a wholesaler, distributor, or Vendor on the WIC Program's approved list
- 6 (8 and/or 16) ounce boxes of at least two varieties of approved infant cereal
- 144 (4) ounce Beech Nut jars of infant fruits and vegetables, at least two varieties of each
OR
- 72 (4) ounce 2 packs of Gerber stage 2 fruits and vegetables at least two varieties of each
- 72 (2.5) ounce jars of infant meats, at least two varieties
 - An exception can be granted for Vendors in an area with no infant participants; Vendors must contact the State WIC Office to be granted an exception
 - The Vendor (with or without an exception) must be able to supply the infant formula, cereal, and infant foods within 24-48 hours; If the Vendor is unable to supply these items within 24-48 hours, the Vendor must contact the State WIC Office to determine if an exception can be made to extend the 24-48 hour time frame to within five (5) days

Milk

- 24 gallons of fluid milk MUST include quart, half-gallon, and gallon sizes; Whole and 2%: a minimum of 8 gallons. 1 %, Skim (fat free): a minimum of 16 gallons.
 - Vendor must be able to supply the following: evaporated, dry, lactose-reduced, and acidophilus and goat's milk as requested by WIC Program or WIC participant
 - Vendor must be able to supply approved soy beverage as requested by WIC Program or WIC participant
 - Requested specialty milks must be available within 72 hours (3 days)

Yogurt

- 12 (32) ounce tubs of Yoplait non-fat
- 12 (32) ounce tubs of Yoplait Vanilla low-fat
- 12 (32) ounce tubs of Dannon Plain whole- ONLY required if needed by participant

Cheese

- 8 pounds, in combination of 8 ounce or 16 ounce packages of 2 varieties of the following approved cheeses: American, Cheddar, Cheddar-Jack, Colby, Colby Jack, Monterey Jack, part skim Mozzarella
 - Must be random weight, pre-packaged, pre-labeled and pre-priced
 - WIC Program also allows Kraft Deluxe American Cheese in the box

Eggs

- 8 dozen medium or large graded fresh eggs

Breakfast Cereal – Cold and Hot

- 4 boxes or bags of at least 4 different varieties of authorized cold cereals
 - At least one must meet the whole grain criteria
- 4 boxes of at least 1 authorized hot cereal
 - At least one must meet the whole grain criteria

Juice

- 12 (64) ounce 100% authorized fruit juice, minimum 2 flavors
- 24 (12) ounce cans of frozen 100% fruit juice, minimum 2 flavors
 - Vendor also agrees to stock up to 16 ounce single serving approved juices as requested by the WIC Program or WIC participant
 - Requested juice must be available within 24-48 hours (1-2 days)

Dried Peas/Beans and Canned Peas/Beans

- 8 (16) ounce bags of dried peas and/or beans, at least two varieties
- 16 (15 to 16) ounce canned peas/beans, at least two varieties

Peanut Butter

- 8 (16 to 18) ounce containers 100% peanut butter

Canned Fish

At least two varieties of the following:

- 12 (5) ounce cans of light tuna in water or oil pack
- 8 (3.75) ounce cans of sardines
- 16 (5) ounce cans pink salmon

Whole Grains – Breads, Rice, Tortillas

- 8 (16) ounce loaves of authorized whole wheat or whole grain breads
- 2 (14 to 16) ounce packages of brown rice
 - 16 ounce bag or box
 - 14-16 ounce instant box
 - May be instant, regular or quick cooking
- 8 or 16 ounce packages of Corn or Whole Wheat Tortillas

Fresh and Frozen Fruits

- 4 pounds each of fresh and frozen of 4 varieties, such as but not limited to apples, bananas, grapes, grapefruit, melons, oranges, peaches, pears, pineapple, strawberries, raspberries
- 8 cans of at least 2 varieties of canned fruits with no added sugar

Fresh and Frozen Vegetables

- 4 pounds each of fresh and frozen of 4 varieties, such as but not limited to bell peppers, broccoli, cabbage, carrots, cauliflower, celery, corn, cucumbers, green beans, lettuce, onions, squash, tomatoes, spinach, sweet potatoes, yams
- 8 cans of at least 2 varieties of canned vegetables with no added sugar

Signature of Vendor Representative	Date
Printed Name of Vendor Representative	WIC ID#
Signature of Department Representative	Date

**Reference:
Federal Regulations 246.12**