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# Maine Center for Disease Control and Prevention

## *WIC Nutrition Program*

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### Vendor Management

### Policies

*Fiscal Year 2013*

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## Vendor Selection and Authorization

Effective: October 1, 2012

Policy No. VM-1

### Purpose

To identify the types of food delivery systems used in the State's jurisdiction; to describe the State Agency's limiting and selection criteria for vendors, and the State Agency's agreement with authorized vendors.

### Authority

7 CFR §246.4(a)(14)(i), (ii) and (iii), §246.12(a)(1), §246.12(g)(2), (3) and (4), §246.12(h), and §246.12(l)(3)  
22 MRSA §255; and  
10-144 CMR Chapter 286 §IV(A), (B), (C) and (D)

### Policy

- The Maine CDC WIC Nutrition Program does not allow home delivery and direct delivery distribution of supplemental foods. The Program uses a retail purchase system for distribution of supplemental foods. Delivery is only allowed after purchase transaction in store.
- The State Agency contracts with a limited number of retail vendors in the operation of its retail purchase system to:
  - Ensure the lowest practicable food prices consistent with adequate participant access; and
  - Ensure effective management, oversight and review of authorized vendors.
- Only vendors selected and authorized by the State Agency may participate in the WIC Program.
- The State Agency will not authorize vendors that derive more than 50 percent of their annual sales revenue from WIC food instruments/cash-value vouchers.
- The State Agency will consider vendor applications on a quarterly basis – beginning on January 1, April 1, July 1, and September 1 – unless more frequent consideration is necessary to ensure adequate participant access. For each quarter, only those applications received prior to the beginning of the quarter will be processed during that quarter. If more frequent consideration is necessary due to inadequate participant access, the State Agency will post a notice on its website informing retailers of the need for additional authorized vendors in particular areas of the state.
- The vendor selection criteria includes:
  - Competitive prices, based on comparison of vendor applicant price lists and a State Agency standard drawn from a price survey.
    - Pharmacies that provide only exempt infant formula or WIC-eligible medical foods to participants are exempt from the State Agency competitive price criterion for vendor authorization.
  - A minimum variety and quantity of supplemental foods.
- Business integrity criteria that includes:
- A vendor applicant shall be an established business, open to the public for at least one year in the current location. This condition may be waived by the State Agency for a current vendor in good standing that is adding an additional location or to the new owner of a currently authorized store.

- A vendor shall not be authorized if the vendor has sold the store to circumvent a WIC sanction.
- The vendor's owners, officers, or managers have no history of criminal convictions or civil judgments for activities listed in 7 CFR 246.12(g)(3)(iii) during the last six (6) years.
- No history of other business-related criminal convictions or civil judgments.
- No previous WIC sanctions.
- No current SNAP disqualification or civil money penalty for hardship.
  - Infant formula must be obtained either from sources included in the State Agency's list of state-licensed infant formula wholesalers, distributors, and retailers; or manufacturers registered with the U.S. Food and Drug Administration.
  - A location that ensures adequate participant access.
  - Redemption of a minimum number/volume of food instruments/cash-value vouchers (no less than an average of 15 WIC checks/vouchers or an average of \$200.00 in value of WIC checks/vouchers redeemed per month averaged over the previous 12 months).
  - Satisfactory compliance with the previous Vendor Agreement.
  - Possession of a valid Food Establishment License from the Maine Department of Agriculture, Food and Rural Resources (or its equivalent from another state) or registration as a pharmacy through the Maine Board of Pharmacy (or its equivalent from another state).
  - Proof of authorization as a Supplemental Nutrition Assistance Program (SNAP) retailer, including SNAP authorization number.
  - Authorization to receive an ACH credit (direct deposit). The vendor shall provide the State Agency with a valid bank name and routing and account numbers.
  - For a pharmacy vendor, a determination by the State Agency that a need exists in the geographical area where the pharmacy applicant is located.
  - At least 1000 square feet of space devoted to the sale of grocery items unless denial for this reason would result in inadequate participant access.
- The State Agency shall conduct on-site preauthorization visits to verify information received during the application process.
- The State Agency shall routinely verify the FNS field office information provided by vendor applicants regarding the status of their SNAP retailer authorization.
- Vendors are assigned to peer groups for selection/authorization and for reimbursement purposes. Peer groups are used to set the competitive price range for WIC foods, to assess whether a vendor applicant's prices are competitive, and to establish maximum reimbursement levels for WIC food instruments/cash-value vouchers (FIs/CVVs).

The State agency shall classify authorized vendors into groups based on, but not limited to, the following common characteristics that affect food prices:

- Number of cash registers
- Square footage of store
- Type of store
- Unique economic location

Peer groups are as follows:

- **Group 1** – Large chain supermarkets and medium independents, 5000 sq. ft or larger, five (5)+ cash registers
- **Group 2** – Small grocery and convenience stores, 1000-4999 sq. ft., 1-5 cash registers
- **Group 3** – Special pricing stores, including pharmacies (Vendors authorized based on participant access issues or unusual circumstances)
- **Group 4** – Commissaries
- **Group 5** – FMNP Coupon/CVV farmers
- **Group 6** – FMNP-only farmers

Peer groups shall be individually determined by the State Agency when a store’s square footage and number of cash registers cannot be used alone to determine peer group placement.

The State Agency may reassess an authorized vendor’s peer group designation at any time during the vendor’s agreement period. The vendor may be placed in a different peer group if, upon reassessment, the State Agency determines that the vendor is no longer in the appropriate peer group. Peer groups shall be adjusted as needed to ensure cost containment.

The State Agency shall assess the effectiveness of its peer group system on an ongoing basis using redemption data from the peer groups to compare food package costs.

- All vendors shall have a written agreement with the State Agency. The Agreement is a standard agreement that is used statewide (see Appendix VM-A1).
  - Agreements between the State Agency and authorized vendors will be valid for a maximum of three (3) years. Occasionally, an Agreement period may be for a shorter timeframe in order to ensure administrative efficiency.
  - The Vendor Agreement is non-transferable. Any transfer of ownership or sale of the business by the vendor shall render the Agreement and the vendor stamp null and void. The Agreement also shall be null and void if the vendor ceases operations or leases the business.
- To remain authorized the vendor shall comply with all of the requirements of the Maine CDC WIC Nutrition Program, including, but not limited to:
  - Attending mandatory training
  - Maintaining minimum stock of all WIC foods
  - Meeting minimum redemption requirements
  - Providing price surveys upon request
  - Maintaining competitive pricing.
  - Satisfy all claims for overcharges within the time requested
- The State Agency may reassess authorization of any authorized vendor at any time and as often as it deems necessary during the vendor’s contract period, using the vendor selection criteria in effect at the time of the reassessment. The State Agency shall terminate the agreements with those vendors that fail to meet the criteria.
- Both parties to the Vendor Agreement shall represent that there is no conflict of interest between the Maine CDC WIC Nutrition Program, the local WIC agencies and the Vendor.
- The Agreement between the Vendor and the State Agency may be terminated as follows:
  - Neither the vendor nor the State Agency has an obligation to renew the Vendor Agreement.

- The Agreement may be terminated for cause by the State Agency with fifteen (15) days' advance written notice.
- The State Agency shall terminate the Vendor Agreement if the vendor is disqualified for any reason.
- The Agreement is subject to change in accordance with any changes in federal and state requirements governing the Maine WIC Nutrition Program.

## Procedures

1. Each retail store applying for WIC authorization shall submit all the required application forms to the Maine CDC WIC Nutrition Program office (see Appendix VM-A2). The application forms shall be completed in full, signed by an appropriate vendor representative, and submitted to the State Agency within the specified timeframe.
2. Types of WIC authorization:
  - **WIC Food Vendor** – Grocery store licensed by the Maine Department of Agriculture that has no pharmacy on its premises.
  - **WIC Combination Food Store/Pharmacy Vendor** – A food store and a pharmacy under the same ownership on the same premises.
  - **WIC Pharmacy Vendor** – A pharmacy registered through the Maine Commission of Pharmacies.
  - **Commissary** – A grocery store located on a military installation and/or owned by the Department of Defense.
  - **Farmer** – Individual who sells fresh fruits and vegetables from a roadside stand or a farmers' market.
3. If an incomplete or unsigned application is submitted, the State Agency will return the application to the vendor. This may delay authorization. Once notified of an incomplete application, the applicant shall submit the missing information to the State Agency within thirty (30) days from the date of the letter. Applicants who fail to return the missing information by the 30 day deadline will be required to complete a new application and resubmit it to the State Agency.
4. Vendor corporate offices shall complete applications for all vendor outlets of their chain. Individual stores in a chain are not required to submit an application. Each individual store is required to receive an approved form of training prior to authorization and to meet all authorization criteria and requirements such as minimum stocking requirements.
5. If all required information is provided, the applicant meets the selection criteria and the application is approved, the State Agency will notify the vendor by the end of the quarter in which the application has been considered and processed, unless an earlier notification is necessary in order to ensure adequate participant access.
6. Once an application has been approved, a representative of the store (store owners, managers, and/or store staff) is required to successfully complete vendor training. Initial training shall be in a face-to-face format. This training may be held during the on-site visit or at another time and location to be decided by the State Agency.
7. Once training has been completed, the vendor applicant and the State Agency will sign a Vendor Agreement. An authorization stamp will be assigned to the vendor. At this time the vendor may begin to transact WIC food instruments/cash-value vouchers (FIs/CVVs).
8. Upon initial authorization, one self-inking vendor stamp will be provided to the vendor. Vendor stamps will be mailed via certified mail.
  - 8.1 Vendors may not duplicate vendor stamps. Upon request from a vendor, the State Agency may issue a duplicate stamp to a vendor.

- 8.2 If a vendor stamp is lost by or stolen from a vendor, the vendor shall notify the State Agency immediately. The State Agency shall order a replacement stamp. The State Agency may charge a fee to the vendor. The stamp shall be mailed via certified mail to the vendor.
  - 8.3 If a stamp is worn out or broken, the vendor may obtain a replacement free of charge by contacting the State Agency. The stamp shall be mailed via certified mail to the vendor.
  - 8.4 A vendor may use mechanical/electronic means other than the vendor stamp issued by the State Agency to print its vendor number on FIs/CVV's for redemption, with State Agency approval.
  - 8.5 The vendor stamp is invalid upon Agreement termination, disqualification or voluntary withdrawal from the Program.
9. Vendors will receive an application for renewal of authorization at least thirty (30) days before the agreement expires. This shall include notification that failure to return the renewal application prior to the date of expiration of the current Agreement will result in loss of authorization.
    - 9.1 The application shall be completed timely and in full or authorization will not be considered. Failure to complete and/or submit the application will result in loss of the authorization. The vendor shall receive notification that the store has not been reauthorized and shall be given an opportunity to complete the process.
    - 9.2 Vendors who receive an unsigned State Agency-Vendor Agreement in the mail shall sign and return it within two (2) weeks from the date it was mailed by the State Agency.
    - 9.3 Vendors who fail to return the signed Agreement by the prescribed deadline will be terminated from the Program until the contract is signed and returned to the State Agency. Signed contracts received after the contract period ends will not be accepted. The vendor will be required to apply as a new vendor.
10. Periodically, the State Agency will review the twelve (12) most recent months of redemption data for vendors. A vendor that does not, on average over the 12-month period, meet the minimum redemption requirements shall be provided with a written notice that informs the vendor that it will no longer be able to accept FIs/CVV's. The letter will also inform the vendor of its right to a formal hearing and its right to reapply.
11. The State Agency will maintain a file on each authorized vendor that includes at a minimum the following:
    - 11.1 Vendor data sheet/price survey forms
    - 11.2 Vendor Agreement
    - 11.3 Completed on-site monitoring forms
    - 11.4 All written correspondence relating to the vendor
    - 11.5 Any participant complaints
    - 11.6 Record of training activities
    - 11.7 Log of vendor contracts

All vendor files will be maintained as inactive files for a three-year period from the date the vendor's most recent contract is terminated or expired.

# Vendor Training

Effective: October 1, 2012

Policy No. VM-2

## Purpose

To describe State Agency procedures for training Maine CDC WIC Nutrition Program vendors and documenting all relevant training.

## Authority

7 CFR §246.4(a)(14)(xi), and §246.12(i);

22 MRSA §255; and

10-144 CMR Chapter 286 § IV.E

## Policy

- The State Agency shall provide vendor training designed to assure the most effective, efficient and courteous delivery of service to WIC participants. To accomplish this goal, vendor training for all appropriate vendor personnel shall at a minimum cover the following:
  - Purpose of the WIC Program
  - Terms of the Vendor Agreement
  - Supplemental foods authorized by the State Agency
  - Minimum varieties and quantities of supplemental foods that must be stocked
  - The requirement to obtain infant formula only from sources included in the State Agency's list of state licensed infant formula wholesalers, distributors, and retailers, and manufacturers registered with the U.S. Food and Drug Administration
  - Procedures for obtaining prior State Agency approval to provide incentive items to WIC participants
  - Procedures for transacting and redeeming food instruments and cash-value vouchers (FIs/CVVs)
  - Vendor sanction system
  - Vendor complaint process
  - Claims procedures
  - Changes in program requirements since the last training
  - Recordkeeping requirements
  - Replacement food instruments and cash-value vouchers
  - Participant complaints
  - Vendor requests for technical assistance
  - Reauthorization
  - Reporting changes of ownership, location, or cessation of operations
  - Procedures for appeal/administrative review
  - Training employees
  - WIC/SNAP sanction reciprocity and information sharing
- Each authorized WIC vendor is required to participate in, or to designate a representative such as the store manager and /or other authorized employee(s) of the store to participate in all required training programs or

sessions at which WIC procedures and requirements are taught. This includes, but is not limited to, WIC vendor training sessions scheduled every three (3) years by the Maine CDC WIC Nutrition Program. If the vendor fails to attend a mandatory WIC vendor training session, the Vendor Agreement shall be terminated and the vendor will be required to reapply for authorization after a waiting period of twelve (12) months.

- The vendor shall accept training on WIC policies and procedures whenever deemed necessary by the State Agency.
- The State Agency will provide training at the request of the vendor.
- Vendors are responsible for training all staff who handles WIC FIs/CVVs regarding correct WIC procedures and requirements. Vendors will be held liable for the actions of all owners, officers, managers, agents, employees and personnel, paid or unpaid, who may be involved in WIC transactions at the Vendor's store or pharmacy.

## **Procedures**

1. Vendors or vendor representatives shall receive training through one or more of the following:
  - 1.1. On-site (in-store) meetings/conferences
  - 1.2. Off-site meetings/conferences
  - 1.3. During routine monitoring visits (e.g., educational buys)
  - 1.4. When specialized technical assistance is requested
  - 1.5. Written materials (e.g., newsletters)
  - 1.6. State Agency website
2. The State Agency shall provide mandatory face-to-face (interactive) training at authorization and at least once every three (3) years to at least one representative of each vendor. Training sessions may be held at various locations statewide for all vendors, with one alternate training date offered for each location. Sign-in sheets will be used to verify attendance.
3. In the case of a vendor whose Vendor Agreement has been terminated for failure to attend a mandatory training, a new application for authorization will be required at the end of the termination period. The new application will be subject to the State Agency's vendor selection criteria in effect at that time.
4. The State Agency shall provide a vendor handbook to each authorized vendor.
5. The State Agency shall provide annual training, and document the contents of its training through media contacts such as, but not limited to, the following:
  - A newsletter
  - 5.2 Fax messages
  - 5.3 A video
  - 5.4 The vendor handbook
6. Vendor education and training visits may be utilized to ensure vendor compliance with Program rules and regulations. Training may be conducted at the vendor's location or by any other method deemed appropriate by the State Agency.
7. Vendors or vendor representatives will be required to sign an acknowledgment of training when they have received monitoring visits.
8. The following methods will be used to evaluate the effectiveness of vendor training:
  - 8.1 Evaluation forms provided with training materials
  - 8.2 Educational buys

8.3 Informal feedback from vendors and/or participants

8.4 Vendor advisory council

## **High-Risk Vendor Identification Systems**

Effective: October 1, 2012

Policy No. VM-3

### **Purpose**

To describe the policies and procedures for monitoring and identifying high-risk vendors through the use of vendor peer groups, screening and analysis of food instrument and cash-value voucher redemption to detect overcharging and other violations, the use of price lists, a system for tracking complaints, or other means.

### **Authority**

7 CFR §246.12(j)(3)

### **Policy**

- A high-risk vendor is identified by the State Agency as a vendor having a high probability of committing a vendor violation. The State Agency utilizes, but is not limited to, the following criteria to make its determination:
  - Statistical analyses, including low variance and high-mean value
  - Participant/staff complaints and/or observations
  - Review of vendor redemption reports and queries
  - Vendor history of program violations/non-compliance
  - Suspicious pattern of redemptions
  - Previous WIC or Supplemental Nutrition Assistance Program (SNAP) suspension
  - SNAP determination of high-risk

### **Procedures**

1. The State Agency maintains a formal system for receiving complaints about vendors through the following:
  - 1.1 A toll-free number handled by State Agency staff
  - 1.2 A standard complaint form that the complainant sends to the State Agency
  - 1.3 E-mail
2. The State Agency uses the following in its high risk vendor analysis:
  - 2.1 A full monthly food package for a woman, child or infant
  - 2.2 A standard food instrument type with multiple food items (e.g. milk, cheese and cereal)
  - 2.3 A three-month aggregate of the vendor's redemptions
3. Vendor redemption patterns are compared to applicable peer group patterns.
4. The State Agency will identify high-risk vendors and generate high-risk vendor reports at least once per year.

## **Routine Monitoring**

Effective: October 1, 2012

Policy No. VM-4

### **Purpose**

To describe the criteria used to select vendors for routine monitoring as well as the methods and scope of on-site routine monitoring activities.

### **Authority**

7 CFR 246.4(a)(14)(iv) and 246.12(j);

22 MRSA §255; and

10-144 CMR Chapter 286 §IV.F

### **Policy**

- Routine monitoring visits will be conducted by State Agency staff.
- Routine monitoring visits will be conducted annually and as needed.
- During each fiscal year, at least five (5) percent of all authorized vendors (excluding high-risk vendors) will be monitored.
- The State Agency will use a combination of periodic, scheduled reviews and complaints to determine whether a vendor is selected for routine monitoring.

### **Procedures**

1. During a routine monitoring visit State Agency staff will:
  - 1.1 Check the vendor's inventory and/or inventory records to determine if the vendor meets the State Agency's minimum requirements for the variety and quantity of supplemental foods (see Appendix VM-A3).
  - 1.2 Determine whether the vendor accepts forms of payment other than WIC food instruments and cash-value vouchers (FIs/CVVs), such as cash, personal checks, and credit cards, to provide information on whether the vendor is an above-50%-vendor (refer to VM-1; Policy (4), Vendor Selection and Authorization)
  - 1.3 Check vendor's receipts for purchase of infant formula to ensure that the infant formula is obtained only from the State agency's list of infant formula manufacturers registered with the Food and Drug Administration, and infant formula wholesalers, distributors, and retailers licensed under State law
  - 1.4 Receive the vendor's shelf prices and/or validate the vendor's price list
  - 1.5 Review food instruments and cash-value vouchers in the vendor's possession for vendor violations
  - 1.6 Observe food instrument and cash-value voucher transactions
  - 1.7 Perform an educational buy
  - 1.8 Interview the manager and/or employees
  - 1.9 Review employee training procedures
  - 1.10 Examine the sanitary conditions of the store

# Compliance Investigations

Effective: October 1, 2012

Policy No. VM-5

## Purpose

To describe the investigative practices and procedures used to conduct both compliance buys and inventory audits for the purpose of detecting, tracking, and documenting vendor noncompliance with program requirements.

## Authority

7 CFR §246.4(a)(14)(iv) and §246.12(j)(4);

22 MRSA §255; and

10-144 CMR Chapter 286, § IV.F

## Policy

- The State Agency shall conduct compliance investigations on a minimum of five percent (5%) of the number of vendors authorized as of October 1st of each year. Investigations may take the form of compliance buys or inventory audits.
- The State Agency shall give priority to high-risk vendors in conducting compliance investigations (refer to VM-03, High Risk Vendor Identification Systems). If fewer than five percent (5%) of authorized vendors are high-risk, the State Agency will randomly select additional authorized vendors, up to the five percent (5%) requirement, on which to conduct compliance investigations.
- The State Agency shall use the following criteria to determine which vendors are selected for a compliance investigation:
  - Vendor identification using the high-risk vendor identification criteria
  - Geographical considerations
  - Participant complaints
- The State Agency shall use the following factors to determine which vendors selected for compliance investigations will receive inventory audits rather than, or in addition to, compliance buys:
  - Vendors at highest risk based on State Agency's high-risk identification criteria
  - Suspicion that vendor is exchanging cash, credit, services, non-food items such as firearms, explosives, ammunition, controlled substances, alcohol, or tobacco products, or unauthorized food items, including foods in excess of those listed on the participant's food instrument/cash-value voucher (FI/CVV), for food instruments or cash-value vouchers (trafficking)
  - Inconclusive compliance buy results
  - When compliance buys are not an effective means of evaluation
  - Complaints
- The State Agency shall conduct the following types of compliance buys:
  - Trafficking buys
  - Safe buys
  - Short buys
  - Major substitution buys

- Minor substitution buys
- Educational buys
- The State Agency shall conduct the following types of inventory audits:
  - On-site inventory audits
  - State Agency inventory audits (vendor sends records to agency)

## **Procedures**

1. Compliance buys and inventory audits are conducted by WIC State Agency staff, state investigators, and investigators retained on a contract basis.
2. Special investigative food instruments/cash-value vouchers (FIs/CVVs) are used for compliance buys. These FIs/CVVs are entered into the WIC system at the State Agency.
3. The State Agency shall conduct a standard number of compliance buys per compliance investigation based on the level of evidence necessary to impose vendor sanctions.
4. The investigator will complete a Vendor Compliance Investigation Report (see Appendix VM-A4) summarizing the compliance-buy actions immediately upon exiting the store unless doing so would compromise his/her cover. In such a case the report will be completed as soon as possible. The investigator also will complete a Compliance Purchase Distribution Report documenting distribution of the food purchased for the investigation (see Appendix VM-A4).
5. The State Agency shall provide written notice to a vendor determined to have engaged in conduct which constitutes the initial act of a pattern of conduct subject to sanctions, unless such notification would compromise the integrity of a pending State Agency investigation. If notifying the vendor would compromise the integrity of a pending investigation the State Agency shall note in the vendor file the justification for not notifying the vendor of the initial violation.
6. The State Agency is responsible for ensuring proper execution and follow-up on compliance buys and inventory audits.
7. A compliance investigation may be closed when an inventory audit is complete; two compliance buys have been conducted in which no vendor violations are found, or a sufficient number of compliance buys have been conducted to provide evidence of vendor noncompliance.
8. The State Agency shall provide the vendor with a written notice summarizing the deficiencies and any corrective action to be taken as a result of the investigation within thirty (30) days of the completion of a compliance investigation, including receipt of all necessary documentation.

## **Vendor Sanction System**

Effective: October 1, 2012

Policy No. VM-6

### **Purpose**

To describe the State Agency's system of sanctions for vendor noncompliance with rules or other program requirements.

### **Authority**

7 CFR §246.4(a)(14)(iii), §246.12(h)(3)(xviii) and (xx), and §246.12(l);

22 MRSA §255; and

## Policy

- The Maine CDC WIC Nutrition Program may initiate administrative action to disqualify or assess a civil money penalty, in lieu of disqualification, against a vendor for non-compliance on the basis of an incident of violation or a pattern of violations.
  - An incident is defined as one isolated event in a single point in time or any single occurrence of a violation.
  - A pattern is defined as two or more incidences of a violation, unless otherwise stated.
  - A violation includes, but is not limited to the occurrence of a violation and the intent to commit a violation.

All incidents of a violation occurring during the first compliance buy visit shall constitute only one incident of that violation for the purpose of establishing a pattern of violations.

The Vendor Agreement specifies that failure to meet certain of its requirements provides cause for immediate termination of the Agreement. Termination of the Agreement is separate and distinct from the sanction point system specified herein.

- Mandatory sanctions are federal penalties as defined in 7 CFR 246.12(l) and shall constitute grounds for disqualification from the Maine CDC WIC Nutrition Program for a minimum of one (1) year and up to permanent disqualification.
  - State violations shall constitute grounds for the assessment of sanction points and disqualification from the Maine CDC WIC Nutrition Program. State sanctions will not be added to a mandatory sanction within the same investigation unless a mandatory sanction from the same investigation is not upheld on appeal.
  - Notwithstanding the imposition of any mandatory or state sanctions, a WIC vendor who violates any WIC rules or Program requirements as set forth in the vendor policies and procedures is also subject to potential reciprocal Supplemental Nutrition Assistance Program (SNAP) sanctions, and potential disqualification by the New Hampshire WIC Program as a consequence of engaging in conduct which resulted in sanctions imposed by those programs.
  - A vendor committing fraud or abuse of the Maine CDC WIC Nutrition Program is liable to prosecution under applicable federal, state or local laws.
  - Class I and II violations are subject to mandatory federal sanctions as defined in 7 CFR 246.12 and shall constitute grounds for disqualification from the Maine CDC WIC Nutrition Program for a minimum of one (1) year and up to permanent disqualification.
1. **CLASS I VIOLATIONS:** One instance of these violations shall constitute grounds for disqualification from the Maine CDC WIC Nutrition Program for a minimum of three (3) years and up to permanent disqualification:
    - 1.1 A conviction for trafficking (buying or selling WIC food instruments/cash-value vouchers (FIs/CVVs)); conviction for selling firearms, ammunition, explosives, or controlled substances in exchange for WIC FIs/CVVs. **Length of disqualification – permanent.**
    - 1.2 One incident of trafficking (buying or selling WIC FIs/CVVs) or selling firearms, ammunition, explosives, or controlled substances in exchange for WIC FIs/CVVs. **Length of disqualification – six (6) years.**

- 1.3 One incident of the sale of alcohol, alcoholic beverages or tobacco products in exchange for WICFIs/ CVVs. **Length of disqualification – three (3) years.**

When a vendor violates 1.2 or 1.3 above after having previously received a sanction for violation of either provision, the length of disqualification shall be doubled. Civil money penalties in lieu of disqualification also shall be doubled, up to the maximum penalty allowed under 7 CFR 246.12(l)(1)(x)(C).

When a vendor violates 1.2 or 1.3 above after having previously received two (2) or more sanctions for violation of either provision, the length of disqualification shall be doubled for that violation and all subsequent violations. Civil money penalties shall not be imposed in lieu of disqualification for third and subsequent sanctions.

2. **CLASS II VIOLATIONS:** These violations require a pattern of violations to be documented before a sanction can be imposed. Unless otherwise noted, “pattern” is defined as two or more Class II violations that occur during the period the vendor is under contract.

- 2.1 Claiming reimbursement for the sale of any WIC item that exceeds the store’s documented inventory of that food item for a specific period of time.  
**Length of disqualification – three (3) years.**
- 2.2 A pattern of vendor overcharges- intentionally or unintentionally charging the State more for authorized WIC foods than is permitted under the vendor agreement. **Length of disqualification – three (3) years.**
- 2.3 Receiving, transacting, and/or redeeming WIC food instruments/cash-value vouchers outside of authorized channels, including the use of an unauthorized retailer and/or an unauthorized person.  
**Length of disqualification – three (3) years.**
- 2.4 Charging the Maine CDC WIC Nutrition Program for WIC foods not received by the WIC customer. **Length of disqualification – three (3) years.**
- 2.4 Providing credit or non-food items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances, in exchange for WIC FIs/ CVVs.  
**Length of disqualification – three (3) years.**
- 2.5 Providing unauthorized food items in exchange for FIs/ CVVs, including charging for supplemental foods provided in excess of those listed on the FI/ CVV.  
**Length of disqualification – one (1) year.**

When a vendor receives a second disqualification sanction for any violation of provisions 2.1 through 2.5 above, the length of disqualification shall be doubled. Civil money penalties in lieu of disqualification also shall be doubled, up to the maximum penalty allowed under 7 CFR 246.12(l)(1)(x)(C).

When a vendor receives a third or subsequent disqualification sanction for any violation of provisions 2.1 through 2.5 above, the length of disqualification shall be doubled for that violation and all subsequent violations. Civil money penalties shall not be imposed in lieu of disqualification for third and subsequent sanctions.

3. **Class III** violations are primarily administrative in nature, involve the assessment of sanction points and are subject to state sanctions. A vendor is subject to disqualification for six (6) months after being assessed 15 sanction points. If the vendor has accumulated more than 15 points, 18 days shall be added to the disqualification period for each point over 15 points. The maximum disqualification for

violations for Class III violations is one (1) year. Disqualified vendors must return their vendor stamp to the State Agency and may no longer accept food instruments/cash-value vouchers.

Points range in value from three (3) to ten (10) depending on the seriousness of the violation. The points are retained for one year from the date the points were assessed. The vendor will have the opportunity to attend an approved WIC Vendor Training once per calendar year to remove three (3) points from the vendor's sanction tally. The methods used to determine whether these violations have occurred include: inventory audits, compliance buys, WIC check edits, monitoring, Supplemental Nutritional Assistance Program (SNAP) reports, redemption analyses and other objective means as determined by the State Agency.

A Class III sanction will not be added to a mandatory sanction (Class I and II above) within the same investigation, but all violations will be included in the notice of violation. The Maine CDC WIC Nutrition Program may impose a Class III sanction if a mandatory sanction from the same investigation is not upheld on appeal. If the disqualification of the vendor would result in inadequate participant access, the State Agency shall impose a civil money penalty in lieu of disqualification which equals \$11,000 per violation and a maximum of \$44,000.

3. **CLASS III VIOLATIONS:** Class III violations and point values are as follows:

- 3.1 Contacting a WIC customer in an attempt to recover funds for a WIC food instrument/cash-value voucher that was not reimbursed or for which overcharges were requested. 10 points
- 3.2 Improperly refusing to accept a WIC food instrument/cash-value voucher from a WIC customer. 10 points
- 3.3 Transacting WIC food instruments/cash-value vouchers outside of the authorized store location. 7 points
- 3.4 Altering information on a WIC food instrument/cash-value voucher. 7 points
- 3.5 Failure to submit information requested, in the format requested by the State Agency, within the time specified, including, but not limited to, food price lists and food stocking information. 5 points
- 3.6 During a WIC transaction, providing WIC-approved food that is beyond the expiration or last sale date imprinted on the product packaging by the product's manufacturer. 5 points
- 3.7 Failure to maintain the minimum stock of any WIC-approved foods. Any vendor in violation also will be required to correct the insufficient inventory within 48 hours and provide verification to the State Agency within 72 hours. 5 points
- 3.8 Accepting or requiring a signature before the actual amount of sale is entered on the WIC food instrument/cash-value voucher by the customer. 5 points
- 3.9 Failure to request the WIC ID Folder and to verify the participant's signature. 5 points
- 3.10 Charging sales tax on a WIC purchase. 5 points
- 3.11 Obtaining/using WIC vendor stamps from sources other than the State Agency. 3 points
- 3.12 Accepting WIC food instruments/cash-value vouchers that appear to be altered. 3 points
- 3.13 Failure to have a participant enter the purchase price on the WIC food instrument/cash-value voucher at the time of the transaction. 3 points
- 3.14 Requiring a WIC customer to purchase all food listed on the WIC food instrument/cash-value voucher. 3 points
- 3.15 Failure to provide a WIC customer with an itemized receipt for foods purchased with a WIC food instrument/cash-value voucher. 3 points

- Other disqualifications:
  1. The State Agency shall disqualify a vendor that has been disqualified from SNAP. The WIC disqualification will be for the same length of time as the SNAP disqualification, and the WIC disqualification may begin at a later date than the SNAP disqualification. This disqualification is not subject to appeal.
  2. The State Agency shall disqualify a vendor who has been assessed a civil money penalty for hardship in SNAP under 7 CFR §278.6. The length of disqualification shall correspond to the period for which the vendor would otherwise have been disqualified in SNAP. Such disqualification may not be imposed unless the State Agency has first determined in its sole discretion that the disqualification would not result in inadequate participant access. If the State Agency determines that inadequate participant access would result from the disqualification, then neither a disqualification nor a civil money penalty in lieu of disqualification will be imposed.
  3. The State Agency shall disqualify a Maine vendor also authorized in the state of New Hampshire who has been disqualified or assessed a civil money penalty in lieu of disqualification by New Hampshire for any mandatory sanction. If the disqualification of the vendor would result in inadequate participant access, the State Agency will impose a civil money penalty in lieu of disqualification.
  4. In the event that the State Agency determines that mandatory disqualification of a vendor would result in inadequate participant access and the State Agency does not authorize new WIC vendor(s) or otherwise devise a plan to meet participant access needs, the State Agency will impose a civil money penalty in lieu of disqualification of the violating vendor.
    - 4.1 The State Agency, in its sole discretion (7 CFR §246.18), will determine and document in the vendor file, whether the disqualification of a violating vendor would result in inadequate participant access. To determine inadequate participant access, the State Agency will consider several factors that include, but are not limited to:
      - A WIC participant would be required to travel more than twenty (20) miles one way from the disqualified vendor to the nearest authorized WIC vendor.
      - The presence of physical barriers or conditions would make normal travel to another authorized vendor difficult or impossible (e.g. an island store, poor road conditions).

A determination of inadequate participant access is not subject to appeal.
- Imposition of a civil money penalty in lieu of disqualification from other Food and Nutrition Service (FNS) programs shall result in automatic disqualification from the WIC Program for the same length of time as the potential FNS disqualification period; up to a maximum of three (3) years.
- When during the course of a single investigation the State Agency determines that a vendor has committed multiple violations (which may include violations subject to state sanctions), the State Agency shall disqualify the vendor for the period corresponding to the most serious mandatory violation. All violations will be included in the notice of violation.
- The State Agency shall not accept voluntary withdrawal from the WIC Program or non-renewal of the Vendor Agreement as an alternative to disqualification for any mandatory sanction.
- If a vendor does not pay a civil money penalty in full within the specified time frame, the State Agency will notify the store that the balance of the payment is due within twenty (20) days or the vendor will be disqualified from the Program for the remaining balance of the original disqualification (for a period corresponding to the most serious violation in cases where a mandatory sanction included the imposition of multiple civil money penalties as a result of a single investigation).

## Procedures

1. The State Agency shall issue written notices of violation for all violations for which action will be taken by the State Agency. A description of the violation, the action to be taken and the right to appeal will be included in the notice (Refer to CR-4, Complaints Process for appeal process information).
2. The State Agency shall notify the vendor in writing if it has been determined that an initial incident of a violation has occurred for which a pattern of incidents must be established to impose a sanction. The State Agency, in its discretion and on a case by case basis, must notify the vendor before another such incident is documented; unless it determines that notifying the vendor would compromise an investigation. Such a determination will be documented in the vendor's file.
3. Any civil money penalty imposed by the State Agency will be calculated using the following formula:
  - 3.1 Ten (10) percent of the average monthly redemption for the most current six (6)-month period prior to the scheduled disqualification, multiplied by the number of months of the disqualification period.
4. Payment of a civil money penalty shall be made in a lump sum payment or by equal monthly installments due the first day of three consecutive months. All payments (either lump sum or installments) shall be made by certified checks or money orders made payable to "Treasurer, State of Maine," and mailed to the Maine CDC WIC Nutrition Program.

## Administrative Review of State Agency Actions

Effective: October 1, 2012

Policy No. VM-7

### Purpose

To describe the procedures for conducting administrative reviews.

### Authority

7 CFR §246.4(a)(14)(iii) and §246.18;

22 MRSA §255; and

10-144 CMR Chapter 286 §V

### Policy

- Any vendor has the right to seek review pursuant to 10-144 CMR Chapter 286 if it is adversely affected by a Local or State Agency decision in the following instances:
  - Denial of authorization
  - Termination of the Vendor Agreement
  - Disqualification from the Maine CDC WIC Nutrition Program during the contract period, other than disqualification due to a SNAP disqualification.
  - Imposition of sanction points
  - Imposition of a civil money penalty in lieu of disqualification

## Procedures

1. All administrative hearings will be conducted in accordance with the rules contained in the WIC Federal Regulations, 7 CRF §246.18, and Department of Health and Human Services Administrative Hearings Regulations, 10-144 CMR Chapter 1.
2. Any vendor adversely affected by a Local or State Agency decision will be informed in writing, at least fifteen (15) days prior to the effective date of the action, of the reasons for the action and of the right to an administrative hearing.
3. A request for an administrative hearing is defined as a written or verbal statement by a vendor requesting the opportunity to present their case to a higher authority. If a request for a hearing is made to the State Agency, a Request for Administrative Hearings Form (Appendix VM-A5) will be completed immediately by the State Agency and forwarded to the Office of Administrative Hearings.
4. Requests for an administrative hearing must be made within fifteen (15) days from the date of the written notice of the adverse action.
5. Requests received by Local Agencies will be forwarded to the State Agency within three (3) working days of receipt.
6. The Department shall not deny or dismiss a request for an administrative hearing unless:
  - 6.1 The request is not received within the time limits set by the Department.
  - 6.2 The request is withdrawn in writing by the appellant or his representative.
  - 6.3 The appellant or representative fails, without good cause, to appear at the scheduled hearing.
  - 6.4 The appellant is not entitled to a hearing as set forth above.
7. Adverse actions against a vendor shall be stayed until final agency action.
8. Administrative hearing dates will be scheduled to take into consideration the convenience of the appellant, in terms of both time and location.
9. The appellant is solely responsible for the cost of his or her legal counsel.
10. The State Agency shall immediately forward any request for withdrawal of an administrative hearing to the Hearing Officer.
11. An administrative hearing may not be delayed or canceled for the purpose of considering a possible adjustment unless the appellant requests such a delay or cancellation.
12. The appellant shall be provided with adequate opportunity to examine all records and documents to be presented at the administrative hearing, at any time after a request for a hearing has been made.
13. Any representative of the appellant must have written authorization from the appellant to examine such records.
14. All administrative hearing decisions will be issued in accordance with the rules contained in 10-144 CMR Chapter 1, Department of Health and Human Services Administrative Hearings Regulations.
15. An appellant may appeal an unfavorable decision to Superior Court pursuant to M.R.Civ.P.80C. Unless otherwise ordered by the Superior Court, the Hearing Officer's decision shall not be stayed.
16. The State Agency will keep a record of all administrative hearings and their outcome. Information will include:
  - 16.1 Vendor number
  - 16.2 Store name

- 16.3 Termination/disqualification date
- 16.4 Reason for termination/disqualification
- 16.5 Administrative hearing date
- 16.6 Hearing Officer's recommended decision
- 16.7 Date of recommended decision
- 16.8 Commissioner's final decision on Order of Reference
- 16.9 SNAP notified – yes or no

## **Coordination with the Supplemental Nutrition Assistance Program (SNAP)**

Effective: October 1, 2012

Policy No. VM-8

### **Purpose**

To describe the methods and procedures used to coordinate the monitoring and sharing of information on vendors who participate in both the WIC Program and SNAP.

### **Authority**

7 CFR §246.4(a)(14)(ii) and (iv), and §246.12(h)(3)(xxv)

### **Policy**

- An information sharing agreement between the State Agency and SNAP shall be in effect, pursuant to FNS guidance, and is maintained at the State Agency.
- Upon request, an updated list of authorized vendors shall be sent to the FNS field office.
- State Agency compliance investigators shall coordinate their activities with their SNAP counterparts.
- The disclosure of confidential WIC vendor and SNAP retailer information is restricted by the State Agency to those permitted under 7 CFR 246.26(e) and (f) (Refer to VM-10, “Confidentiality of Vendor and SNAP Retailer Information” for details.).

## **Staff Training on Vendor Management**

Effective: October 1, 2012

Policy No. VM-9

### **Purpose**

To describe the distribution of responsibilities and activities for State Agency individuals who are involved in vendor management activities.

### **Authority**

7 CFR §246.4(a)(14)(ii),(iii),(iv),and (xi)

### **Policy**

- Routine formal training is required for State Agency staff regarding vendor management practices covering the following:

- Vendor selection and authorization
  - Vendor training
  - Routine monitoring
  - Compliance investigations
  - Inventory audits
  - Corrective actions and sanctions
  - Criminal investigations
  - Vendor appeals and administrative reviews
  - Federal and State WIC regulations
  - Prevention of vendor fraud and abuse
  - WIC/SNAP information sharing
  - High-risk vendor identification
  - Vendor management information system
- State Agency staff shall meet with vendor representatives as part of a vendor advisory council on a quarterly basis.

## **Confidentiality of Vendor and SNAP Retailer Information**

Effective: October 1, 2012

Policy No. VM-10

### **Purpose**

To describe vendor and Supplemental Nutrition Assistance Program (SNAP) retailer information maintained by the WIC Program that is confidential, and the circumstances in which it may be released.

### **Authority**

7 CFR §246.26(e) and (f)

### **Policy**

- Any information about a vendor that individually identifies the vendor, except for name, address, telephone number, website/e-mail address, store type and authorization status, is confidential information. Use or disclosure of confidential information is limited to:
  - Persons directly connected with the administration or enforcement of the WIC or SNAP Programs who the State Agency determines has a need to know the information for purposes of these Programs. This includes personnel from Local Agencies, other WIC state and local agencies and persons investigating or prosecuting WIC or SNAP violations under federal, state or local law.
  - Persons directly connected with the administration or enforcement of any other federal or state law or local law or ordinance. Prior to release of information to one of these parties (other than a federal agency), the State Agency shall enter into a written agreement with the requesting party specifying that such information may not be used or disclosed except for purposes directly connected to administration or enforcement of a federal or state law.
  - A vendor that is subject to an adverse action, including a claim, to the extent that the confidential information concerns the vendor subject to the adverse action, and is related to the adverse action.
- Information about SNAP retailers obtained from the SNAP program, including information provided pursuant to 7 U.S.C. 2018(c) and 7 CFR 278.1(q), is confidential information. Use or disclosure of the

information is limited to persons directly connected with the administration or enforcement of the WIC Program.

- The State Agency shall provide the U.S. Department of Agriculture and the Controller General of the United States with access to all WIC records, including confidential vendor information, pursuant to 7 CFR §246.25(a)(4).
- The State Agency shall disclose confidential vendor information pursuant to a valid subpoena or search warrant in accordance with the procedures described in 7 CFR §246.26(i).

## **Vendor Shelf Price Lists**

Effective: October 1, 2012

Policy No.VM-11

### **Authority**

**7 CFR § 246.12 (g)(4)**

### **Policy**

- Shelf price list information shall be collected from vendors. The State Agency shall collect shelf price data at a minimum of twice a year, but may collect more frequently at the State Agency discretion.

### **Procedures**

1. Data collected has food shelf prices for:
  - All brands and sizes of supplemental foods
  - Highest shelf price supplemental food items within food categories
  - All authorized vendors
2. The State Agency verifies shelf price data provided by vendors during routine monitoring visits and if the vendor is identified as a high-risk vendor.
3. The State Agency analyzes shelf price data electronically through SPIRIT on a routine or as needed basis and uses it to:
  - Generate estimated food instrument values
  - Help inform WIC staff on vendor selection decisions
  - Develop vendor peer groups
  - Flag individual food instruments that appear to be overcharges

# Vendor Operations

Effective: October 1, 2012

Policy No. VM-12

## Authority

7 CFR §246.4(a)(14); §246.12(e), (f), (g), (h) and (k);

22 MRSA §255 and 1951;

10-144 CMR Chapter 286, § IV

## Policy

- An authorized vendor shall meet the following general requirements:
  - Maintain compliance with the WIC vendor selection criteria throughout the Vendor Agreement period, including conforming to any changes to the criteria.
  - Maintain inventory records used for federal tax reporting purposes; maintain records in accordance with generally accepted accounting procedures; and assure that records reflecting justification and receipt of WIC funds, food instruments/cash-value vouchers (FIs/CVVs), and all other program-related records of the vendor are available for inspection or audit by Federal, State or other authorized personnel.
  - Cooperate with Federal and State WIC Program and other authorized personnel during announced and unannounced on-site vendor reviews, inspections and audits.
  - Provide the State Agency with dated purchase invoices from wholesalers, with names and addresses of suppliers, when requested.
  - Submit a current price list within the timeframes given and in the format requested by the State Agency.
  - Comply with the nondiscrimination provisions of 7 CFR §15, 15A and 15B.
  - Keep all information pertaining to authorized WIC participants confidential.
  - Never publicly identify, call unnecessary attention to, or allow discourteous treatment of a WIC participant.
  - Appropriately redeem valid FIs/CVVs for the types and quantities of food specified on the FIs/CVVs. The prices charged for WIC foods shall be to the same as, or less than, the price charged to non-WIC customers.
  - Never substitute one WIC approved product for another.
  - If the vendor is a WIC pharmacy or combination food store/pharmacy, ensure that authorized WIC participants can receive, within 72 hours of a request from a participant or the WIC Program, any authorized prescription infant formula and/or WIC-eligible medical foods.
  - If the vendor is a pharmacy, be willing to “break a case” if it is necessary to provide the number of cans/bottles printed on the FIs/CVVs.
  - Never request or accept cash payment from a WIC participant for the authorized quantities of foods specified on FIs/CVVs.
  - Allow WIC participants to use FIs/CVVs to purchase less than (but never more than) the authorized amount of food, if they so desire,

- Never attempt to seek restitution from participants/authorized representatives for redeemed FIs/CVVs that were rejected by the Program's bank and/or for cash refunds requested by the State Agency.
  - Allow WIC participants to take advantage of manufacturer or vendor promotions that provide foods free of charge when purchasing WIC foods. The vendor shall also accept manufacturers' "cents off coupons" from WIC participants for foods being purchased with FIs/CVVs and deduct the value of the coupon from the cost of the WIC foods being purchased.
  - Never provide incentive items or other free merchandise, except food or merchandise of nominal value (less than \$2.00), to WIC participants unless the vendor provides to the State Agency proof that the vendor obtained the incentive items or merchandise at no cost.
  - Only accept FIs/CVVs at the time of the actual purchase and never issue "rain checks" or credit slips to WIC participants for WIC-approved foods.
  - Allow exchange of an identical item only when the original item is defective, spoiled, or has exceeded its expiration date.
  - Never improperly refuse to accept a WIC FI/CVV from a WIC participant.
  - If the vendor is a WIC pharmacy that has not been authorized as a WIC food vendor as well, accept WIC FIs for authorized infant formula and/or WIC-eligible medical foods only.
  - If the vendor is a WIC food vendor that has not been authorized as a WIC pharmacy as well, never accept FIs for authorized prescription infant formula and/or WIC-eligible medical foods.
  - Never demand identification other than the WIC ID Folder from a WIC participant for WIC items.
  - Never transact WIC FIs/CVVs outside of the authorized store. Vendors offering delivery services may deliver WIC foods after the transaction has been completed in the store.
  - Direct questions concerning payment only to the State Agency. Customers are not to be contacted concerning this or any other problem area.
  - Report to the State Agency any irregularities in the use of WIC FIs/CVVs by WIC participants.
  - Report to the State Agency if a WIC participant requests cash or credit in exchange for returned WIC products.
  - Purchase infant formula for sale to WIC participants from sources on the Maine WIC Program authorized list of infant formula wholesalers, distributors and retailers.
- The State Agency shall hold each vendor accountable for maintaining prices at a level consistent with the selection criteria applied to the vendor at the time of authorization. Failure to remain price-competitive is cause for termination of the Vendor Agreement. More specifically, vendors shall:
    - Provide WIC products at prices that are competitive. Vendors whose prices are high when compared to other authorized vendors (of the same peer group) will experience rejection of FIs/CVVs and related banking fees.
    - Never charge the WIC Program for WIC products not actually purchased and received by the WIC participant.
    - Never charge the WIC Program for WIC products provided in excess of those listed on the WIC FIs/CVVs.
    - Never price WIC transactions by FI/CVV type instead of pricing each FI/CVV for the actual, authorized WIC products purchased and received.
    - Never collect sales tax on WIC food purchases.

- Ensure that prices charged to WIC participants for approved foods are equal to or less than prices charged to non-WIC customers.
- To ensure FI/CVV validity, vendors shall:
  - Observe the FI/CVV to ascertain that there are no visible alterations.
  - Observe the WIC participant as she/he signs the FI/CVV, and be sure the signature on the FI/CVV matches one of the two signatures on the WIC ID Folder.
  - Never accept a pre-signed FI/CVV.
  - Never accept a FI/CVV without the actual sale cost of the WIC foods purchased entered in the amount field of the FI/CVV.
  - Never accept a FI/CVV outside of the “to use” dates (before the “first day to use” or after the “last day to use” date).
- During transaction of FIs/CVVs, vendors shall:
  - Request that the WIC participant present an approved/validated WIC ID Folder.
  - Request that the WIC participant write the actual cost of the WIC foods purchased in the space provided on the face of the FI/CVV prior to signing the FI/CVV. Exception: a computer may print the actual cost of the WIC foods on the FI/CVV if an automated system exists in the store.
  - Collect Maine Bottle Bill deposits from the WIC participant and not from the WIC program.
  - Request that the WIC participant affix his/her signature in the lower right hand corner of the FI/CVV after he/she has written in the price.
  - Compare the signature on the FI/CVV with the signature(s) on the ID Folder; if the signature on the FI/CVV does not match either of the signatures on the ID Folder, do not accept the FI/CVV.
  - Provide the WIC participant with an itemized receipt that indicates the cost of each food item purchased with the FI/CVV.
  - In cases where a WIC participant signs with an “X”, witness the transaction by signing beneath the “X” mark.
- Vendors deposit cashed FIs/CVVs with their banks for redemption. The Maine WIC Program utilizes a food delivery system that provides for the rejection of FIs/CVVs by the banking system prior to payment, where appropriate:
  - By signing the WIC Vendor Agreement, the Vendor agrees to submit WIC checks for payment within sixty (60) days from the “FIRST-DATE-TO-USE”. The Department shall have no obligation to pay any WIC checks submitted outside of this timeframe.
  - Prior to deposit, Vendors must review ALL WIC checks for possible errors before submitting them for payment. Checks with errors will be rejected by the banking contractor. The Vendor may incur bank fees for these. The State Agency cannot reimburse the Vendors for such charges.
  - The WIC Program may reject FIs/CVVs that are submitted for redemption in violation of the Vendor Agreement or any of the rules, regulations, policies or procedures of the WIC Program.
  - All FIs/CVVs presented to WIC’s fiscal intermediary undergo a visual and automated review or pre-edit screening. If an FI/CVV does not pass this pre-edit test it will be rejected unpaid and returned to the vendor’s depository bank stamped with an explanation indicating why it was not paid. The vendor’s bank will debit its account and return the FI/CVV to the vendor. A bank charge may apply.

- FIs/CVV's will be rejected for payment by the WIC fiscal intermediary and returned to the vendor's depository bank for the following reasons:
  - Over the maximum redemption price for that food instrument type
  - Early cashing (before the "first day to use")
  - Late cashing (after the "last day to use")
  - Missing WIC participant signature on the right side of the FI/CVV.
  - Obvious alterations
  - Invalid vendor number
  - Unauthorized vendor stamp
  - Missing/unreadable vendor stamp. To receive payment, the vendor shall stamp these FIs/CVV's clearly and re-deposit within sixty (60) days from "the first date to use" date. FIs/CVV's re-deposited after this date will not be paid and will not be replaced by the State Agency.
  - Encoding Error. The vendor bank has scanned WIC check and coded check for different amount than written on WIC check.
  - 2 Present/ Void Do Not Redeposit - the WIC check has already been paid.
- If check is rejected it is critical that immediate follow-up training be completed with store personnel. Follow-up training with the cashier and/or other store personnel involved in the transaction must be done to prevent future occurrences, thus saving the Vendor money and protecting the Vendor's record with the State Agency.
- To ensure compliance with the applicable maximum allowable reimbursement (MAR), the WIC Program shall reduce payment on FIs/CVV's submitted in excess of the MAR for WIC products. In such cases, the Maine WIC Program shall pay no more than the MAR. Payment of the reduced amount will be made by direct deposit credit to the vendor's bank account. The FI/CVV will be returned to the vendor and bank fees may apply.
- The State Agency shall not be held liable for any costs charged by the vendor's bank for a rejected FI/CVV unless the FI/CVV was rejected in error by the State Agency.
- When the State Agency determines that the vendor has committed a violation that affects the payment to the vendor, the State Agency shall delay payment or establish a claim. Such vendor violations may be detected through compliance investigations, FI/CVV reviews or other reviews or investigations of a vendor's operations.
- When payment for an FI/CVV is delayed or a claim is established, the State Agency shall provide the vendor with an opportunity to justify or correct the vendor overcharge or other error. If satisfied with the justification or correction, the State Agency shall provide payment or adjust the proposed claim accordingly.
- Failure of a vendor to pay a claim shall result in termination of the Vendor Agreement. The vendor may reapply for authorization after a waiting period of twelve (12) months.
- The State Agency will not reimburse a vendor for a FI/CVV when it is determined that the vendor intentionally attempted to defraud and/or abuse the Program.
- If, during an appeal of a reduction or rejection, the State Agency determines that state or federal violations were committed, the vendor may be subject to the corresponding penalties including disqualification.
- The Vendor may not appeal disputes regarding WIC check payments and vendor claims.

- The Maine CDC, WIC Nutrition Program cannot pay for WIC checks from other states. The Maine CDC, WIC Nutrition Program has the right to modify payment, to assess a claim, or to charge a fine for WIC checks transacted for unauthorized foods, other items, or with sales tax charged.
- The Maine CDC, WIC Nutrition Program may deny payment to the Vendor for improperly redeemed checks or may require refunds for payments already made on improperly redeemed checks.
- All payment inquiries regarding specific WIC checks must be submitted in writing by mail. Telephone inquiries of this type will not be researched. Telephone requests for general information are welcomed.

## Procedures

1. Provided no errors are present on FIs/CVV, the fiscal intermediary will transfer the funds to the bank of first deposit within sixty (60) days.
2. ACH payments are “warehoused” or held for one week. Payments are “cycled” each Friday and one deposit for all FIs/CVV submitted by each vendor the previous week is made. Vendors receive a detailed report of each ACH transaction included in that credit by Wednesday of the following week.
3. The State Agency keeps a scanned copy of each rejected FI/CVV and maintains them in a State Agency file.
  - 3.1 The State Agency reviews potential return items for unreasonable dollar amount before they are returned to the bank of first deposit to alleviate incorrect rejects and potential bank fees that the vendor may incur.
  - 3.2 The State Agency will work with vendors and their bank of first deposit to get fee’s waived if possible.
4. For Vendors who believe a payment denial has been made incorrectly, or believe there is a justifiable reason why payment should be made, a written payment reconsideration request must be submitted to the State Agency within ninety (90) days of the “FIRST-DATE-TO-USE” printed on the check for reconsideration.

### Reconsideration requests must include:

- One completed WIC check appeal form must be prepared for each rejected check appeal requested. A brief explanation on the form describing the circumstances, the reason why payment should be reconsidered, and what steps have been taken to prevent problem(s) in the future.
- Vendor stamp number, date mailed, check number, complete store name with address, contact name and a phone number.
- The check image with the denial/rejection stamp and receipt copy of the original receipt or journal transaction.
- A corrective action plan demonstrating to the Department how the problem(s) will be prevented in the future.

Consideration will be given to the documentation submitted. Incomplete appeal forms or appeals that do not include the check and the receipt will be denied.

5. Before appealing a reduction, the vendor is strongly urged to review the following:
  - Depository bank statement reflecting WIC direct deposit credits

- WIC ACH statement detailing the direct deposit credit transaction under consideration
  - Copy of the receipt verifying that the correct items in the correct amounts were sold
  - The additional amount requested, to determine whether it is less than \$4.00
6. If the vendor is satisfied that the reduced payment was not due to an error on his part the vendor shall send to the State Agency:
- A copy of the customer receipt
  - A copy of the FI/CVV
7. **The Maine CDC, WIC Nutrition Program is not responsible for any bank charges, returned checks or other fees charged to the vendor that result from the non-payment or partial payment of WIC checks.** Vendors may not recover any bank charges from the WIC program, or from WIC participants or their proxies.
8. When the State Agency denies payment or initiates claims collection action, this will take place within ninety (90) days of either the date of detection of the vendor violation; or the completion of the review or investigation giving rise to the claim, whichever is later.
9. Vendor WIC Payment Procedure

**Vendor Payment:**

- The Department will make payment to the Vendor upon receipt of validly transacted and redeemed WIC checks for food costs incurred in providing WIC approved foods to WIC customers.
- The Department shall deny payment, either partially or fully, to a Vendor for improperly transacted or redeemed WIC checks; or may establish a claim for payments already made on improperly transacted WIC checks; or may offset future payments for the claim.
- The Department has the right to demand refunds for charges of more than the Vendor's actual selling price and shall deny payment to the Vendor for more than the price limitations of the WIC check.

**Timeframe:**

- By signing the WIC Vendor Agreement, the Vendor agrees to submit WIC checks for payment within sixty (60) days from the "FIRST-DATE-TO-USE". The Department shall have no obligation to pay any WIC checks submitted outside of this timeframe.
- Prior to deposit, Vendors must review ALL WIC checks for possible errors before submitting them for payment. Checks with errors will be rejected by the banking contractor. The Vendor may incur bank fees for these. The Department cannot reimburse the Vendors for such charges.
- WIC checks should be reviewed for completeness, legibility, dates, the total sale amount and the WIC customer signature. The register receipt should also be reviewed to ensure that the correct foods have been provided.
- WIC check is returned to the store because the banking system could not read the Vendor's four (4) digit ID number, the Vendor can re-stamp their Vendor ID number on the check and redeposit the WIC check to your bank
- If WIC check is rejected it is critical that immediate follow-up training be completed with store personnel. Follow-up training with the cashier and/or other store personnel involved in the transaction must be done to prevent future occurrences, thus saving the Vendor money and protecting the Vendor's record with the Department.
- All payment inquiries regarding specific WIC checks must be submitted in writing by mail. Telephone inquiries of this type will not be researched. Telephone requests for general information are welcomed.

- For Vendors who believe a payment denial has been made incorrectly, or believe there is a justifiable reason why payment should be made, the Department may consider payment approval with valid justification. A Vendor must submit a written payment reconsideration request to the Department within ninety (90) days of the “FIRST-DATE-TO-USE” printed on the check. Remember to always keep a photocopy of all items being mailed, including the front and back of the check (See Appendix-VM-A6).

**Reconsideration requests must include:**

1. One completed WIC check appeal form must be prepared for each rejected check appeal requested. A brief explanation on the form describing the circumstances, the reason why payment should be reconsidered, and what steps have been taken to prevent problem(s) in the future.
2. Vendor stamp number, date mailed, check number, complete store name with address, contact name and a phone number.
3. The check image with the denial/rejection stamp and receipt copy of the original receipt or journal transaction.
4. A corrective action plan demonstrating to the Department how the problem(s) will be prevented in the future.

**Approval/Denial**

Consideration will be given to the documentation submitted. Incomplete appeal forms or appeals that do not include the check and the receipt will be denied.

- If the appeal is approved, the WIC program will process an ACH
- If the appeal is denied, the WIC program will inform vendor of denial and return it to the Vendor.

**Checks reject for the following reasons:**

- Missing/Unreadable Vendor Stamp - The WIC check was not stamped at all or not clearly stamped prior to deposit. Stamp the check clearly and redeposit to your bank within sixty (60) days from the “first date to use”. Do not send this check to the State Agency WIC checks beyond the deposit period will not be paid. Missing Vendor Stamp, Stamp and Resubmit.
- Unauthorized Vendor Stamp - The store’s vendor stamp is no longer active. The Maine WIC Nutrition Program will not authorize payment for checks by unauthorized vendors.
- Early Cashing/Void - “Deposited Early” This means that the WIC check was used before the “First Date to Use”. The Maine WIC Nutrition Program will not authorize payment for checks taken early.
- Stale Date/Void - “Deposited Late” This means that the WIC check was used after the “Last Date to Use”. The Maine WIC Nutrition Program will not authorize payment for checks taken late.
- Missing Signature/Void - No authorized representative’s/ proxy signature in the lower right hand corner of the check. This means the WIC participant/authorized representative/proxy did not sign the check. The check must be signed at the store during the transaction procedure, after the purchase price has been entered on the check. The cashier is required to verify that the signature on the check matches the signature on the WIC ID Folder. The Maine WIC Nutrition Program will NOT reimburse the store for a check taken without a valid signature.
- Altered/Void - Obvious Alterations. the Maine WIC Nutrition Program will not authorize payment for checks that display obvious alterations. Tears, puncture, written over to the food prescription, amount, “First-Date-To-Use” or “Last-Date-To-Use” etc.
- Unreasonable Dollar amount/Void - WIC checks redeemed for more than the “MAXIMUM PURCHASE PRICE-MUST NOT EXCEED”. The WIC Program will reduce payment on WIC checks submitted in excess of the maximum redemption price for WIC products. In such cases, the Maine WIC Program shall pay no more than the maximum dollar amount. The maximum dollar value that WIC will pay is based on an average of the reported prices from each authorized vendor of the same sized stores.  
Payment of the reduced amount will be made by direct deposit credit to the vendor’s bank account. The check will be returned to the vendor and bank fees may apply.
- Encoding Error - The vendor bank has scanned WIC check and coded check for different amount than written on WIC check. Do not send this check to the WIC Program; verify your bank statement; your bank may have encoded your check wrong.

- 2 Present/ Void Do Not Redeposit - the WIC check has already been paid.

**Before requesting an appeal, the vendor must**

Review the following:

- Depository bank statement reflecting WIC direct deposit credits
- WIC ACH statement detailing the direct deposit credit transaction under consideration
- Copy of the receipt verifying that the correct items in the correct amounts were sold

**WIC Check Appeal Procedures**

A vendor may appeal the State Agency’s decision to pay a WIC check in instances in which the original WIC check was rejected due to:

- WIC Bank Error
- WIC program error
- Circumstances beyond the vendor’s control

**Send the following to the State Agency:**

- WIC check Appeal Request** form
- WIC check** Legal WIC check copy
- Receipt** Copy of the original receipt or journal transaction report verifying the correct WIC transaction procedures

**Banking Fees** Many financial institutions charge their customers for items that are returned and charged back to the accounts. If your bank assesses a charge for this, it is between you and your bank. The WIC Vendor Agreement states that you will assure that each WIC check:

1. Is signed.
2. Is redeemed in the proper timeframe.
3. Does not exceed the “MAXIMUM PURCHASE PRICE” printed on the check.

**The Maine CDC, WIC Nutrition Program is not responsible for any bank charges, returned checks or other fees charged to the vendor that result from the non-payment or partial payment of WIC checks.**

Vendors may not recover any bank charges from the WIC program, or from WIC participants or their proxies.

- Vendors may not seek reimbursement of money or return of food from WIC participants for any rejected check. The Vendor may not appeal disputes regarding WIC check payments and vendor claims.
- The Maine CDC, WIC Nutrition Program cannot pay for WIC checks from other states. The Maine CDC, WIC Nutrition Program has the right to modify payment, to assess a claim, or to charge a fine for WIC checks transacted for unauthorized foods, other items, or with sales tax charged.
- The Maine CDC, WIC Nutrition Program may deny payment to the Vendor for improperly redeemed checks or may require refunds for payments already made on improperly redeemed checks.
- It is the responsibility of each vendor to regularly clean and ink the vendor stamps to ensure they are imprinting a clear and easily readable vendor number.



Paul R. LePage, Governor

Mary C. Mayhew, Commissioner

Department of Health and Human Services  
Maine Center for Disease Control and Prevention  
286 Water Street  
11 State House Station  
Augusta, Maine 04333-0011  
Tel.: (207) 287-8016; Fax: (207) 287-9058  
TTY Users: Dial 711 (Maine Relay)  
WIC Nutrition Program  
Tel. (207) 287-3991 or (800) 437-9300  
Fax: 207-287-3993

## Appendix VM-A1

### Maine CDC WIC Nutrition Program Vendor Agreement

This Agreement is made between <<Store Name>>, <<City>>, <<Owner Name>>, <<Ownership Type>> (hereinafter Vendor) and the State of Maine Department of Health and Human Services WIC Program (hereinafter Maine CDC WIC Nutrition Program). The Vendor and the Maine CDC WIC Nutrition Program mutually agree to the terms and conditions contained in this Agreement.

Assigned Vendor Number: <<V #>>

The period of this Agreement is from <<October 24, 2012>> to November 30, <<CycleYrEnd>>.

The Vendor agrees to the following general requirements during the term of the Agreement and shall:

#### 1. General Requirements

- 1.1 Maintain compliance with the WIC vendor selection criteria throughout the Vendor Agreement period, including any changes to the criteria
- 1.2 Maintain inventory records used for federal tax reporting purposes; maintain records in accordance with generally accepted accounting procedures; and assure that records reflecting justification and receipt of WIC funds, food instruments/cash-value vouchers (hereinafter FIs/CVVs), and all other program-related records of the Vendor are available for inspection or audit by federal, state or other authorized personnel.
- 1.3 Cooperate with federal and state WIC Program and other authorized personnel during announced and unannounced on-site vendor reviews, inspections and audits.
- 1.4 Provide the Maine CDC WIC Nutrition Program with purchase invoices from wholesalers and receipts for WIC-approved products purchased from other retailers, when requested.
- 1.5 Submit a current price list within the timeframes given and in the format requested by the Maine CDC WIC Nutrition Program.
- 1.6 Attend all mandatory vendor trainings
- 1.7 Be responsible for training all staff who handle WIC transactions and ensuring their knowledge regarding Maine CDC WIC Nutrition Program procedures and requirements.
- 1.8 Submit FIs/CVVs for redemption in accordance with the procedures and other requirements of WIC Policy No. FD-6.
- 1.9 Satisfy all claims for overcharges within the time requested.
- 1.10 Comply with the nondiscrimination provisions of 7 CFR Parts 15, 15A and 15B.

• The Vendor agrees to the following operational requirements during the term of the Agreement and shall:

#### 2. Operational Requirements

- 2.1 Maintain the minimum stock of all WIC foods
- 2.2 Meet minimum redemption requirements (no less than an average of 15 WIC FIs/CVVs or an average of \$200.00 in value of WIC checks/vouchers redeemed per month averaged over the previous 12 months).

- 2.3 Keep all information of authorized WIC participants confidential.
- 2.4 Purchase infant formula for sale to WIC participants from sources on the Maine CDC WIC Nutrition Program authorized list of infant formula wholesalers, distributors and retailers or manufacturers registered with the U.S Food and Drug Administration.
- 2.5 Provide WIC products at prices that are competitive.
- 2.6 Ensure that prices charged to WIC participants for approved foods are equal to or less than prices charged to non-WIC customers.
- 2.7 Never charge the Maine CDC WIC Nutrition Program for WIC products not actually purchased and received by the WIC participant.
- 2.8 Never charge the Maine CDC WIC Nutrition Program for WIC products provided in excess of those listed on the WIC FIs/CVVs.
- 2.9 Never price WIC transactions by FI/CVV type instead of pricing each FI/CVV for the actual, authorized WIC products purchased and received.
- 2.10 Never publicly identify, call unnecessary attention to, or allow discourteous treatment of a WIC participant.
- 2.11 Appropriately redeem valid FIs/CVVs issued by a Local Agency for the types and quantities of food specified on the FIs/CVVs. In addition, the prices charged for WIC foods shall be equal to, or less than the price charged to non-WIC customers.
- 2.12 Never substitute one WIC-approved product for another.
- 2.13 Ensure that authorized WIC participants can receive within 72 hours of a request from a participant or the Maine CDC WIC Nutrition Program, any authorized prescription infant formula and/or WIC-eligible medical foods if the vendor is a WIC pharmacy or combination food store/pharmacy,.
- 2.14 Be willing to “break a case” if it is necessary to provide the number of cans/bottles printed on the FIs/CVVs if the vendor is a pharmacy.
- 2.15 Never request or accept cash payment for the quantities of foods specified on FIs/CVVs.
- 2.16 Never attempt to seek restitution from participants/authorized representatives for redeemed FIs/CVVs that were rejected by the Program’s bank and/or for cash refunds requested by the Maine CDC WIC Nutrition Program.
- 2.17 Allow WIC participants to purchase less than, but never more than, the authorized amount of food, if desired.
- 2.18 Allow WIC participants to take advantage of manufacturer or vendor promotions that provide foods free of charge when purchasing WIC foods. The vendor shall also accept manufacturers’ “cents off coupons” from WIC participants for foods being purchased with FIs/CVVs and deduct the value of the coupon from the cost of the WIC foods being purchased.
- 2.19 Never provide incentive items or other free merchandise, except food or merchandise of nominal value (less than \$2.00), to WIC participants unless the vendor provides to the Maine CDC WIC Nutrition Program proof that the vendor obtained the incentive items or merchandise at no cost.
- 2.20 Only accept FIs/CVVs at the time of the actual purchase and never issue “rain checks” or credit slips to WIC participants for WIC-approved foods.
- 2.21 Allow exchange of an identical item only when the original item is defective, spoiled, or has exceeded its expiration date.
- 2.22 Accept valid WIC FIs/CVVs from all WIC participants without exception.

- 2.23 Accept WIC FIs/CVVs for authorized infant formula and/or WIC-eligible medical foods only, if the vendor is a WIC pharmacy that has not been also authorized as a WIC food vendor
  - 2.24 Never accept FIs/CVVs for authorized prescription infant formula and/or WIC-eligible medical foods if the vendor is a WIC food vendor that has not been also authorized as a WIC pharmacy.
  - 2.25 Never demand identification other than the WIC ID Folder from a WIC participant.
  - 2.26 Never transact WIC FIs/CVVs outside of the authorized store. Vendors offering delivery services may deliver WIC foods after the transaction has been completed in the store.
  - 2.27 Never collect sales tax on WIC food purchases.
  - 2.28 Collect Maine Bottle Bill deposits from the WIC participant and not from the Maine CDC WIC Nutrition Program.
  - 2.29 Direct questions concerning payment only to the Maine CDC WIC Nutrition Program. Do not contact WIC participants concerning this or any other problem area.
  - 2.30 Report to the Maine CDC WIC Nutrition Program any irregularities in the use of WIC FIs/CVVs by WIC participants.
  - 2.31 Report to the Maine CDC WIC Nutrition Program if a WIC participant requests cash or credit in exchange for returned WIC products.
- The Vendor agrees to the sanction system detailed in *Maine WIC policy VM6*, provided.
3. The Maine CDC WIC Nutrition Program may initiate administrative action to disqualify or assess a civil money penalty, in lieu of disqualification, against a vendor for non-compliance on the basis of an incident of violation or a pattern of violations.
- The Vendor agrees to the following additional requirements for transaction of FIs/CVVs:
4. Additional Requirements
    - 4.1 Request that the WIC participant present an approved/validated WIC ID Folder.
    - 4.2 Request that the WIC participant write the actual cost of the WIC foods purchased in the space provided on the face of the FI/CVV prior to signing the FI/CVV. Exception: a computer may print the actual cost of the WIC foods on the FI/CVV if an automated system exists in the store.
    - 4.3 Request that the WIC participant affix his/her signature in the lower right hand corner of the FI/CVV after he/she has written in the price.
    - 4.4 Compare the signature on the FI/CVV with the signature(s) on the ID Folder; if the signature on the FI/CVV does not match either of the signatures on the ID Folder, do not accept the FI/CVV.
    - 4.5 Provide the WIC participant with an itemized receipt that indicates the cost of each food item purchased with the FI/CVV.
    - 4.6 In cases where a WIC participant signs with an “X”, witness the transaction by signing beneath the “X” mark.
- The Vendor agrees to the following requirements for ensuring FI/CVV validity and shall:
5. FI/CVV Validity
    - 5.1 Observe that there are no visible alterations apparent on the FI/CVV.
    - 5.2 Observe the WIC participant as she/he signs the FI/CVV, and be sure the signature on the FI/CVV matches one of the two signatures on the WIC ID Folder.
    - 5.3 Never accept a pre-signed FI/CVV.
    - 5.4 Never accept a FI/CVV without the sale price entered in the amount field of the FI/CVV.
    - 5.5 Never accept a FI/CVV outside of the “to use” dates (before the “first day to use” or after the “last day to use” date).

- This Agreement does not constitute a license or property interest.
- This Agreement is non-transferable. Any transfer of ownership or sale of the business by the Vendor shall render the Agreement and the vendor stamp null and void. The Agreement also shall be null and void if the Vendor ceases operations or leases the business.
- This Agreement is in effect for the time period stated only. An application must be submitted for consideration upon expiration of the current Agreement period. The Vendor's renewal application will be subject to the Maine WIC Agency's vendor selection criteria in effect at the time of the reapplication.
- This Agreement is subject to change in accordance with any changes in federal and state requirements governing the Maine CDC WIC Nutrition Program.
- Both parties to this Agreement represent that there is no conflict of interest between the Maine CDC WIC Nutrition Program, the local WIC agencies and the Vendor.
- This Agreement may be terminated for cause by the Maine CDC WIC Nutrition Program, with fifteen (15) days' advance written notice. The vendor will be required to reapply for authorization, and the waiting period before reapplication will be one (1) year unless otherwise specified. The Vendor's new application will be subject to the Maine CDC WIC Nutrition Program's vendor selection criteria in effect at the time of the reapplication. Causes for termination include:

#### 6. Termination of Agreement

- 6.1 Failure to stock any WIC-approved items in three or more of the WIC-approved food categories.
- 6.2 Failure to attend mandatory vendor training.
- 6.3 Nonpayment of a claim for documented overcharges to the Maine CDC WIC Nutrition Program.
- 6.4 Intentionally providing false information in the vendor application or price survey.
- 6.5 Failure to 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 policies. Monitoring and inspection includes, but is not limited to, allowance of access to WIC FIs/CVVs negotiated the day of monitoring, access to shelf price records and any other vendor records pertinent to the purchase of WIC supplemental food items.
- 6.6 Failure to maintain inventory records used for federal tax reporting purposes; to maintain records in accordance with generally accepted accounting procedures; and to assure that records reflecting justification and receipt of WIC funds, FIs/CVVs and all other program-related records of the Vendor are available for inspection or audit by federal, state or other authorized personnel.
- 6.7 Failure to cooperate with federal and state WIC Program and other authorized personnel during announced and unannounced on-site vendor reviews, inspections and audits.
- 6.8 Failure to provide the Maine CDC WIC Nutrition Program with purchase invoices from wholesalers or receipts for WIC-approved products purchased from other retailers, when requested.
- 6.9 Failure to maintain compliance with vendor selection criteria, including changes to selection criteria made during the Vendor Agreement period.
- 6.10 Failure to train all staff who handles WIC transactions and ensuring their knowledge regarding Maine CDC WIC Nutrition Program procedures and requirements.
- 6.11 Failure to meet minimum redemption requirements (no less than an average of 15 WIC FIs/CVVs or an average of \$200.00 in value of WIC FIs/CVVs redeemed per month averaged over the previous 12 months). The Maine CDC WIC Nutrition Program will consider a reapplication prior to the end of the termination period if circumstances that caused the failure to meet minimum redemption requirements have changed.

6.12 The Vendor’s prices have increased over the prices submitted in the Vendor’s application or the most recent price list submitted, and such increase is not due to the inflation rate and/or other legitimate factors. If, within the fifteen (15) days, the Vendor can demonstrate that the prices have been lowered so as to not exceed the MRP established for the Vendor’s assigned peer group, termination will not occur.

6.13 The Vendor is disqualified for any reason.

- The Vendor will be held liable for the actions of all owners, officers, managers, agents, employees and personnel, paid or unpaid, who may be involved in WIC transactions at the Vendor’s store or pharmacy.
- A vendor who commits fraud or abuse in the Maine CDC WIC Nutrition Program is liable to prosecution under applicable federal, state and local laws.
- Neither the Vendor nor the Maine CDC WIC Nutrition Program has an obligation to renew the Vendor Agreement.
- The Vendor will receive an application for renewal of authorization at least thirty (30) days before the Agreement expires, including notification that failure to return the renewal application prior to the date of expiration of the current Agreement will result in loss of authorization.

The <<Store Name>>, <<V#>>, <<City>>; <<Owner>> and the Maine CDC, WIC Nutrition Program mutually agree to the terms and conditions contained in this Agreement for the period of <<Start Date>> to **November 30, <<CycleYrEnd>>**.

I certify that as the owner, operator, manager, or other person(s) authorized to sign the WIC Vendor Agreement and, prior to signing this agreement, I have carefully read the entire Agreement. I understand how the Maine CDC WIC Nutrition Program works and all expectations of me set forth by the Maine CDC WIC Nutrition Program. I understand that compliance with all policies, procedures, and regulations of the Maine CDC WIC Nutrition Program is my responsibility.

I understand that it is my responsibility as a vendor to request interpreter services, if needed, to help me understand the terms of this Agreement and to comply with the policies, procedures, and regulations of the Maine CDC WIC Nutrition Program.

Check here if you require the services of an interpreter. It is your responsibility as a vendor to indicate the need for service of an interpreter.

---

Authorized Vendor Print

---

Authorized Vendor Signature

---

Date

---

WIC Representative Print

---

WIC Representative Signature

---

Date

You may refer to Vendor Sanction System Policy No. VM-6 located in WIC Vendor Training Guide and on state website: [www.WICforME.com](http://www.WICforME.com)



## Appendix VM-A2

### WIC Vendor Application

\*= Required Field

### WIC Vendor Application

\*= Required Field

#### \*Type of Request

New WIC Application

Renewal WIC Application, Vendor no. \_\_\_\_\_

#### \*Ownership Type (mark one)

Corporate

Franchise

Sole Proprietorship

Partnership

Government

Other: \_\_\_\_\_

#### \*Type of Authorization

Retail Food Vendor -grocery store licensed by the Maine Department of Agriculture that has no pharmacy on its premises

Retail Food Vendor with Pharmacy -under the same ownership on the same premises

Pharmacy Vendor- registered through the Maine Commission of Pharmacies that is not operating as a food vendor

#### \*Business Information

\*Business Name: \_\_\_\_\_

\*Physical Location Address: \_\_\_\_\_

\*City: \_\_\_\_\_

\*State: \_\_\_\_\_

\*ZIP Code: \_\_\_\_\_

Business Mailing Address (if different): \_\_\_\_\_

\*City: \_\_\_\_\_

\*State: \_\_\_\_\_

\*ZIP Code: \_\_\_\_\_

\*Phone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

Store Manager/WIC Contact: \_\_\_\_\_

\*Owner's Name 1: \_\_\_\_\_

WIC stores Owned

Non-WIC stores Owned

Mailing Address: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

Cell: ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

\*Owner's Name 2: \_\_\_\_\_

WIC stores Owned

Non-WIC stores Owned

Mailing Address: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

Cell: ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

\*Does the applicant own the real estate where the store is located?  Yes  No

\*Is your store in a Permanent Fixed Location?  Yes  No

\*SSN:/ Federal ID: \_\_\_\_\_

\*Number of Cash Registers \_\_\_\_\_

Number of Cashiers: \_\_\_\_\_

Do Cash registers flag WIC items?  Yes  No



\*= Required Field

# WIC Vendor Application

\*= Required Field

Do cash registers use optical scanning devices recording product & price information on the customer receipt?  Yes  No

\*Will you derive more than 50% of your annual food sales from the sale of WIC foods?  Yes  No

\*Date Store opened for business \_\_\_\_\_ \*Square Footage of Selling Space devoted to Grocery Sales: \_\_\_\_\_

\*Is your Store Authorized to Accept Food Stamps?  Yes  No SNAP Authorization Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

\*FNS No.(seven digits): \_\_\_\_\_ Kosher Foods  Yes-Some  Yes-Primarily  No

## \*Annual Sales (Jan. 01 to Dec. 31)

|            |             |          |                |                            |                 |
|------------|-------------|----------|----------------|----------------------------|-----------------|
| Food Sales | *SNAP       | \$ _____ | Non-Food Sales | Alcohol                    | \$ _____        |
|            | *WIC        | \$ _____ |                | Tabaco                     | \$ _____        |
|            | *Other Food | \$ _____ |                | Other Non-Food             | \$ _____        |
|            |             |          |                | <b>*Total Annual Sales</b> | <b>\$ _____</b> |

## Business Hours

|        |                     |                     |                     |                     |                       |                     |                     |
|--------|---------------------|---------------------|---------------------|---------------------|-----------------------|---------------------|---------------------|
| SPRING | Sun: _____ to _____ | Mon: _____ to _____ | Tue: _____ to _____ | Wed: _____ to _____ | Thur.: _____ to _____ | Fri: _____ to _____ | Sat: _____ to _____ |
| SUMMER | Sun: _____ to _____ | Mon: _____ to _____ | Tue: _____ to _____ | Wed: _____ to _____ | Thur.: _____ to _____ | Fri: _____ to _____ | Sat: _____ to _____ |
| FALL   | Sun: _____ to _____ | Mon: _____ to _____ | Tue: _____ to _____ | Wed: _____ to _____ | Thur.: _____ to _____ | Fri: _____ to _____ | Sat: _____ to _____ |
| WINTER | Sun: _____ to _____ | Mon: _____ to _____ | Tue: _____ to _____ | Wed: _____ to _____ | Thur.: _____ to _____ | Fri: _____ to _____ | Sat: _____ to _____ |

## Supplier Information (Name & Address)

\*Wholesaler 1: \_\_\_\_\_

\*Infant Formula: \_\_\_\_\_ \*Local Dairy: \_\_\_\_\_

Another Retail Grocery \_\_\_\_\_ Other \_\_\_\_\_

## \* Bank Information

Bank Name (Where WIC Checks Will Be Deposited): \_\_\_\_\_

Bank Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Bank (Checking) Account Number: \_\_\_\_\_

Bank's ABA Transit Routing Number: \_\_\_\_\_

## \* Business Integrity

Has the corporate entity, current owner, officer, manager, or any other individual who directly or indirectly participates in the operation of the store ever been denied participation, cited for non-compliance, involuntarily withdrawn, been disqualified, or fined by the Food Stamp Program, in Maine, or any other state within the past six years or ever been permanently disqualified?  No  Yes

Has the corporate entity, current owner, officer, manager, or any other individual who directly or indirectly participates in the operation of the store ever been convicted of or had a civil judgment entered against him for fraud, antitrust violations, embezzlement, theft, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims or obstruction of justice?  No  Yes

I understand it is my responsibility as a vendor to obtain and pay for the service of an interpreter.

Interpreter services need?  No  Yes \_\_\_\_\_

Interpreter Name

Date

I hereby certify that I have the authority to contract for the business and all information submitted on this form is accurate and complete. I understand that this application does not guarantee selection and authorization to participate in the Maine WIC Nutrition Program. The prices listed are my current actual shelf prices. No conflict of interest exists between my business and any WIC agency. I understand that if this store is selected for authorization, I will be bound by the rules and regulations of the WIC program: I understand that any false statements made in connection with this application may be grounds for denial of the application or termination of the location as an authorized WIC Vendor.

\_\_\_\_\_  
Authorized Vendor Print

\_\_\_\_\_  
Authorized Vendor Signature

\_\_\_\_\_  
Date

\* = Required Field



# Food List Price Survey

Please provide us with your store pricing. Price Surveys are used to determine if stores continue to meet pricing parameters and aid us in deciding a fair reimbursement for rejected drafts. It is important that you complete the survey carefully and thoroughly.

Prices must be completed for each of the WIC food categories refer to your WIC approved food list. Please remember the following in entering your prices:

- Cereal (Name Brand and Store Brands) – enter your box weight and cost. Under store brand, also indicate the brand that you carry – review your food list to be sure that the brand is approved before entering. The minimum box size is now 12 ounces.
- Cheese – Deli and random weight cheese are not authorized.
- Juice- must be 100% juice.
- Highest Price available on WIC Approved foods

Type of Store: Supermarket                      Grocery (Medium/Small)                      Convenience Store  
**Store Name:** \_\_\_\_\_ Vend # (four digits stamp no.): \_\_\_\_\_  
 Pricing Entered By: \_\_\_\_\_ Date: \_\_\_\_\_

|  |          |                       |                    |
|--|----------|-----------------------|--------------------|
| <b>INFANT FORMULA – IRON FORTIFIED Powder</b>  |          |                       | <b>Concentrate</b> |
| Enfamil® Premium Infant 12.5 oz.* UPC 65421    | \$ _____ | 13.oz *UPC 67418      | \$ _____           |
| Enfamil® ProSobee Infant 12.9 oz. *UPC 14415 _ | \$ _____ | 13.oz *UPC 95417      | \$ _____           |
| Enfamil® Gentlease Infant 12.4 oz. *UPC 00691  | \$ _____ | <b>Ready to Feed:</b> | \$ _____           |
|  |          | 32oz RTF 65411        |                    |

**BEECH-NUT ONLY**

|                                      |              |               |
|--------------------------------------|--------------|---------------|
| <b>Infant Cereals BEECH-NUT ONLY</b> | <b>8 oz.</b> | <b>16 oz.</b> |
| Multigrain Cereal                    | \$ _____     | \$ _____      |
| Oatmeal Cereal                       | \$ _____     | \$ _____      |
| Rice Cereal                          | \$ _____     | \$ _____      |

|                                       |                |
|---------------------------------------|----------------|
| <b>Meats-1st Stage BEECH-NUT ONLY</b> | <b>2.5 oz.</b> |
| Beef and Beef Broth                   | \$ _____       |
| Chicken and Chicken Broth             | \$ _____       |
| Turkey and Turkey Broth               | \$ _____       |

|  |                      |                          |
|--|----------------------|--------------------------|
| <b>Two Varieties of WIC approved Vegetables BEECH-NUT ONLY</b> | <b>4 oz. Stage 2</b> | <b>4 oz. Stage 2 1/2</b> |
| Beech-nut Vegetables   | \$ _____             | \$ _____                 |
| Beech-nut Vegetables   | \$ _____             | \$ _____                 |

|  |                      |                          |
|--|----------------------|--------------------------|
| <b>Two Varieties of WIC approved Fruits BEECH-NUT ONLY</b> | <b>4 oz. Stage 2</b> | <b>4 oz. Stage 2 1/2</b> |
| Beech-nut Fruits   | \$ _____             | \$ _____                 |
| Beech-nut Fruits   | \$ _____             | \$ _____                 |



**Enter your store brand, price & ounce for the following.  
BREAKFAST CEREALS**

| Store Brands : Whole Grain Cereal 12 oz. or Larger                       |                     |                   |              |
|--|---------------------|-------------------|--------------|
| <b>Bran Flakes</b>   | <b>12 oz. Price</b> | <b>Larger oz.</b> | <b>Price</b> |
| _____  | \$ _____            | _____             | \$ _____     |
| _____  | \$ _____            | _____             | \$ _____     |
| <b>Corn Flakes</b>   | <b>12 oz. Price</b> |                   | <b>Price</b> |
| _____  | \$ _____            | _____             | \$ _____     |
| _____  | \$ _____            | _____             | \$ _____     |
| <b>Corn Greats/Corn Squares/Crunchy<br/>Corn Squares/Crispy Hexagons</b> | <b>12 oz. Price</b> |                   | <b>Price</b> |
| _____  | \$ _____            | _____             | \$ _____     |
| _____  | \$ _____            | _____             | \$ _____     |
| <b>Crispy Combos/Crispy Corn and Rice</b>                                | <b>12 oz. Price</b> |                   | <b>Price</b> |
| _____  | \$ _____            | _____             | \$ _____     |
| _____  | \$ _____            | _____             | \$ _____     |
| <b>Crispy Rice/Crisp Rice</b>  | <b>12 oz. Price</b> |                   | <b>Price</b> |
| _____  | \$ _____            | _____             | \$ _____     |
| _____  | \$ _____            | _____             | \$ _____     |
| <b>Crunchy Nuggets/Crunchy Wheat &amp; Barley Nutty<br/>Nuggets</b>      | <b>12 oz. Price</b> |                   | <b>Price</b> |
| _____  | \$ _____            | _____             | \$ _____     |
| _____  | \$ _____            | _____             | \$ _____     |
| <b>Multi-Grain Flakes Whole Grain 100 Flakes</b>                         | <b>12 oz. Price</b> |                   | <b>Price</b> |
| _____  | \$ _____            | _____             | \$ _____     |
| _____  | \$ _____            | _____             | \$ _____     |
| <b>Toasted Corn</b>  | <b>12 oz. Price</b> |                   | <b>Price</b> |
| _____  | \$ _____            | _____             | \$ _____     |
| _____  | \$ _____            | _____             | \$ _____     |
| <b>Toasted Oats/Tasteos/Oats &amp; O's</b>                               | <b>12 oz. Price</b> |                   | <b>Price</b> |
| _____  | \$ _____            | _____             | \$ _____     |
| _____  | \$ _____            | _____             | \$ _____     |
| <b>Toasted Rice</b>  | <b>12 oz. Price</b> |                   | <b>Price</b> |
| _____  | \$ _____            | _____             | \$ _____     |
| _____  | \$ _____            | _____             | \$ _____     |
| <b>Toasted Wheat/Wheat Biscuits Wheat Squares</b>                        | <b>12 oz. Price</b> |                   | <b>Price</b> |
| _____  | \$ _____            | _____             | \$ _____     |
| _____  | \$ _____            | _____             | \$ _____     |
| <b>Wheat Bran/Wheat Flakes</b>   | <b>12 oz. Price</b> |                   | <b>Price</b> |
| _____  | \$ _____            | _____             | \$ _____     |
| _____  | \$ _____            | _____             | \$ _____     |



Enter your 12 oz. price &/or larger for the following.

**BREAKFAST CEREALS**

**National Brands : Whole Grain Cereal 12 oz. or Larger**

| <b>B &amp; G</b>     |                             | <b>12 oz. Price</b> | <b>oz.</b> | <b>Price</b> |
|----------------------|-----------------------------|---------------------|------------|--------------|
|                      | Cream of Wheat Regular      | \$ _____            | _____      | \$ _____     |
| <b>General Mills</b> |                             | <b>12 oz. Price</b> | <b>oz.</b> | <b>Price</b> |
|                      | Cheerios                    | \$ _____            | _____      | \$ _____     |
|                      | Corn Chex                   | \$ _____            | _____      | \$ _____     |
|                      | Kix                         | \$ _____            | _____      | \$ _____     |
|                      | Multi Bran Chex             | \$ _____            | _____      | \$ _____     |
|                      | Multi Grain                 |                     |            |              |
|                      | Cheerios                    | \$ _____            | _____      | \$ _____     |
|                      | Rice Chex                   | \$ _____            | _____      | \$ _____     |
|                      | Wheat Chex                  | \$ _____            | _____      | \$ _____     |
|                      | Whole Grain Total           | \$ _____            | _____      | \$ _____     |
| <b>Kellogg's</b>     |                             | <b>12 oz. Price</b> | <b>oz.</b> | <b>Price</b> |
|                      | All Bran Wheat Flakes       | \$ _____            | _____      | \$ _____     |
|                      | Corn Flakes                 | \$ _____            | _____      | \$ _____     |
|                      | Rice Krispies               | \$ _____            | _____      | \$ _____     |
|                      | Rice Krispies - Gluten Free | \$ _____            | _____      | \$ _____     |
|                      | Unfrosted Mini Wheats       | \$ _____            | _____      | \$ _____     |
| <b>Maltex</b>        |                             | <b>12 oz. Price</b> | <b>oz.</b> | <b>Price</b> |
|                      | Hot Wheat Cereal            | \$ _____            | _____      | \$ _____     |
| <b>Malt O Meal</b>   |                             | <b>12 oz. Price</b> | <b>oz.</b> | <b>Price</b> |
|                      | Crispy Rice                 | \$ _____            | _____      | \$ _____     |
|                      | Original Hot Wheat Cereal   | \$ _____            | _____      | \$ _____     |
| <b>Post</b>          |                             | <b>12 oz. Price</b> | <b>oz.</b> | <b>Price</b> |
|                      | Bran Flakes                 | \$ _____            | _____      | \$ _____     |
|                      | Grape Nuts                  | \$ _____            | _____      | \$ _____     |
|                      | Grape Nuts Flakes           | \$ _____            | _____      | \$ _____     |
| <b>Quaker</b>        |                             | <b>12 oz. Price</b> | <b>oz.</b> | <b>Price</b> |
|                      | Life                        | \$ _____            | _____      | \$ _____     |
| <b>Ralston</b>       |                             | <b>12 oz. Price</b> | <b>oz.</b> | <b>Price</b> |
|                      | Bran Flakes                 | \$ _____            | _____      | \$ _____     |
|                      | Corn Flakes                 | \$ _____            | _____      | \$ _____     |
|                      | Cripy Rice                  | \$ _____            | _____      | \$ _____     |
|                      | Tasteos                     | \$ _____            | _____      | \$ _____     |

**Enter brand, type, & price for the following ounce.**

| <b>Peanut Butter</b>                                   |       |           |              |
|--|-------|-----------|--------------|
| Any Brand - 16-18 oz. Creamy or Crunchy or all Natural |       |           |              |
| Brand  | Type  | 16. Price | 18 oz. Price |
| _____  | _____ | \$ _____  | \$ _____     |
| _____  | _____ | \$ _____  | \$ _____     |
| _____  | _____ | \$ _____  | \$ _____     |

| <b>Beans/Peas/Lentils</b>                          |        |          |          |
|--|--------|----------|----------|
| Any Brand - canned 14 - 16 oz. or dried 16 oz. bag |        |          |          |
| Brand / Canned or Bag                              | Type   | 14 oz.   | 16 oz.   |
| _____  | Canned | \$ _____ | \$ _____ |
| _____  | Dried  | \$ _____ | \$ _____ |

| <b>Canned Fish Tuna / Salmon / Sardines</b> |          |                 |             |
|---|----------|-----------------|-------------|
| Only water packed                           |          |                 |             |
| Brand                                       | Type     | 5 oz. Price     | 6 oz. Price |
| _____                                       | Tuna     | \$ _____        | \$ _____    |
| _____                                       | Salmon   | \$ _____        | \$ _____    |
| _____                                       | Sardines | <b>3.75 oz.</b> | \$ _____    |

| <b>Juice</b>                              |             |                |          |
|---|-------------|----------------|----------|
| 100% Frozen Concentrate: 10 - 12 oz. Cans |             |                |          |
| Brand                                     | Type        | oz.            | Price    |
| Apple                                     | Apple       | _____          | \$ _____ |
| Cranberry                                 | Cranberry   | _____          | \$ _____ |
| Grape                                     | Grape       | _____          | \$ _____ |
| Grapefruit                                | Grapefruit  | _____          | \$ _____ |
| Orange                                    | Orange      | _____          | \$ _____ |
| Pineapple                                 | Pineapple   | _____          | \$ _____ |
| White Grape                               | White Grape | _____          | \$ _____ |
| 100% Liquid Concentrate: 11.5 oz. Cans    |             |                |          |
| Brand                                     | Type        | 11.5 oz. Price |          |
| _____                                     | _____       | \$ _____       |          |
| _____                                     | _____       | \$ _____       |          |
| 100% Bottled Liquid Juice: 64 oz. Bottles |             |                |          |
| Brand                                     | Type        | 64 oz. Price   |          |
| _____                                     | Apple       | \$ _____       |          |
| _____                                     | Grape       | \$ _____       |          |
| _____                                     | Juicy Juice | \$ _____       |          |
| _____                                     | White Grape | \$ _____       |          |

Enter brand, type, price & ounce for the following.

| Milk  |                          |          |             |          |
|-------|--------------------------|----------|-------------|----------|
| Price |                          |          |             |          |
| Brand | Type                     | Quart    | Half Gallon | Gallon   |
|       | Fat-Free / Nonfat / Skim | \$ _____ | \$ _____    | \$ _____ |
|       | Low Fat (1%)             | \$ _____ | \$ _____    | \$ _____ |
|       | Light Milk (1.5%)        | \$ _____ | \$ _____    | \$ _____ |
|       | Reduced Fat (2%)         | \$ _____ | \$ _____    | \$ _____ |
|       | Whole Milk               | \$ _____ | \$ _____    | \$ _____ |
|       | Nutrish                  | \$ _____ | \$ _____    | \$ _____ |
|       | 100% Lactose Free        | \$ _____ | \$ _____    | \$ _____ |
|       | Fortified Soy Beverage   | \$ _____ | \$ _____    | \$ _____ |

| Eggs                                   |      |      |          |
|--|------|------|----------|
| Any Size Grade A White or Brown Shells |      |      |          |
| Brand                                  | Type | Size | Price    |
|  |      |      | \$ _____ |

| Cheese                     |                     |             |              |
|----------------------------|---------------------|-------------|--------------|
| 8 oz. 16 oz. Packages Only |                     |             |              |
| Brand                      | Type                | 8 oz. Price | 16 oz. Price |
|                            | American            | \$ _____    | \$ _____     |
|                            | Cheddar             | \$ _____    | \$ _____     |
|                            | Colby Jack          | \$ _____    | \$ _____     |
|                            | Monterey Jack       | \$ _____    | \$ _____     |
|                            | Mozzarella / String | \$ _____    | \$ _____     |
|                            | Swiss               | \$ _____    | \$ _____     |

| Tofu                    |             |              |     |          |
|-------------------------|-------------|--------------|-----|----------|
| 16 oz. Packages or Less |             |              |     |          |
| Brand                   | Type        | 16 oz. Price | oz. | Price    |
| Nasoya                  | Silken      | _____        |     | \$ _____ |
| Nasoya                  | Soft        | _____        |     | \$ _____ |
| Nasoya                  | Firm        | _____        |     | \$ _____ |
| Nasoya                  | Lite Firm   | _____        |     | \$ _____ |
| Nasoya                  | Lite Silken | _____        |     | \$ _____ |
| Nasoya                  | Swiss       | _____        |     | \$ _____ |
| Azumaya                 | Silken      | _____        |     | \$ _____ |
| Azumaya                 | Firm        | _____        |     | \$ _____ |

**Enter your store brand, type, price & ounce for the following.**

| <b>Vegetables &amp; Fruits</b>                    |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| Must carry two Varieties Fresh / Frozen / Canned. |                          |                          |                          |
| Mark all that apply                               | Fresh                    | Frozen                   | Canned                   |
| Vegetables Stocked                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Vegetables Stocked                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Fruits Stocked                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Fruits Stocked                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| <b>Whole Grains</b>  |                                      |              |
|----------------------|--------------------------------------|--------------|
| Bread 16 oz. Package |                                      |              |
| Brand                | Type                                 | 16 oz. Price |
| Arnold               | Stone Ground 100% Whole Wheat Bread  | \$ _____     |
| Best Yet             | 100% Whole Wheat Bread               | \$ _____     |
| Bimbo                | 100% Whole Wheat Bread               | \$ _____     |
| Country Kitchen      | 100% Whole Wheat Bread               | \$ _____     |
| Pepperidge Farm      | Stone Ground 100% Whole Wheat Bread  | \$ _____     |
| Pepperidge Farm      | Very Thin 100% Whole Wheat Bread     | \$ _____     |
| Roman Meal           | Sungrain 100% Whole Wheat Bread      | \$ _____     |
| Sunbean              | 100% Whole Wheat Bread               | \$ _____     |
| Wonder Soft          | 100% Whole Wheat Bread No Salt Added | \$ _____     |

| Tortillas 16 oz. Package or Less |                                     |       |          |
|----------------------------------|-------------------------------------|-------|----------|
| Brand                            | Type                                | oz.   | Price    |
| Carlita's                        | Soft White Corn Tortillas           | _____ | \$ _____ |
| Celia's                          | Corn Tortillas                      | _____ | \$ _____ |
| Celia's                          | Whole Wheat Flour Tortillas         | _____ | \$ _____ |
| Chi Chi's                        | Corn Tortillas                      | _____ | \$ _____ |
| Chi Chi's                        | Whole Wheat Tortillas               | _____ | \$ _____ |
| Hannaford (Fajita Size-8")       | Whole Wheat Flour Tortillas         | _____ | \$ _____ |
| La Banderita                     | Corn Tortillas                      | _____ | \$ _____ |
| La Banderita                     | Whole Wheat Tortillas               | _____ | \$ _____ |
| Mayan Farm Traditional Recipe    | Whole Wheat Tortillas               | _____ | \$ _____ |
| Ortega                           | Whole Wheat Tortillas               | _____ | \$ _____ |
| Santa Fe                         | Whole Wheat Tortillas               | _____ | \$ _____ |
| Shurfine                         | White Corn Tortillas                | _____ | \$ _____ |
| Shurfine                         | Whole Wheat Fajitas Style Tortillas | _____ | \$ _____ |

| Oatmeal 16 oz. Package or Less |  |       |          |
|--------------------------------|--|-------|----------|
| Brand                          | Type   | oz.   | Price    |
| McCann's                       | Quick Cooking Irish Oatmeal                    | _____ | \$ _____ |
| McCann's                       | Quick and East Natural Steel Cut Irish Oatmeal | _____ | \$ _____ |
| Mom's Best                     | Naturals Quick Oats                            | _____ | \$ _____ |
| Quaker                         | Crystal Wedding Oats                           | _____ | \$ _____ |
| Silver Palate                  | Thick and Rouch Oatmeal                        | _____ | \$ _____ |

| Brown Rice 16 oz. Packages or Less Regular/ Quick / Instant |       |       |          |
|---|-------|-------|----------|
| Brand   | Type  | oz.   | Price    |
| _____   | _____ | _____ | \$ _____ |
| _____   | _____ | _____ | \$ _____ |



Paul R. LePage, Governor Mary C. Mayhew, Commissioner

Department of Health and Human Services  
 Maine Center for Disease Control and Prevention  
 286 Water Street  
 11 State House Station  
 Augusta, Maine 04333-0011  
 Tel. (207) 287-8016  
 Fax (207) 287-9058; TTY (800) 606-0215  
 WIC Nutrition Program  
 Tel. (207) 287-3991 or (800) 437-9300  
 Fax: 207-287-3993

### Appendix VM-A3

## Vendor Monitoring & Violation Notice

Store Name: \_\_\_\_\_ Address: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Owner: \_\_\_\_\_ Vendor No. : \_\_\_\_\_

|   |  |                               |                          |
|---|--|-------------------------------|--------------------------|
| ME Dept. of Agriculture License No:                                       | License Exp: ____/____/____  | Pre-Authorization (21)        | <input type="checkbox"/> |
| StoreName match: <input type="checkbox"/> Yes <input type="checkbox"/> No | Owner Name match: <input type="checkbox"/> Yes <input type="checkbox"/> No | Second Pre-Authorization (15) | <input type="checkbox"/> |
|   |  | Routine (09)                  | <input type="checkbox"/> |
|   |  | Fallow-up (21)                | <input type="checkbox"/> |
|   |  | Tri-annual visit (31)         | <input type="checkbox"/> |

| WIC-Approved Items   | Container   | Quantity   | In Stock                      | Insufficient                          |    |     |
|--|---|--|-------------------------------|---------------------------------------|----|-----|
| <b>100% Juice</b>  | 64 oz. of WIC approved bottled juice  | Exp:____/____/____ 6 Bottles   | In                            | Out                                   |    |     |
|  | 10-12 oz. of Frozen Concentrate or 11.5 oz. of Liquid Concentrate                     | Exp:____/____/____ 6 Containers  | In                            | Out                                   |    |     |
| <b>Cereal</b>  | 12 oz. box or larger  | 72 Ounces  | In                            | Out                                   |    |     |
|  | One variety must be Whole Grain   | Exp:____/____/____   |                               |                                       |    |     |
| <b>Milk</b>  | Gallons, any combination of: Whole, Fat Free, Low Fat or Reduced Fat                  | 8 Gallons & 4 Half Gallons   | In                            | Out                                   |    |     |
|  |   | Exp:____/____/____   |                               |                                       |    |     |
| <b>Cheese</b>  | 8-16 oz. packages of: American, Cheddar, Colby Jack, Monterey Jack, Mozzarella, Swiss | 2 Pounds   | In                            | Out                                   |    |     |
|  |   | Exp:____/____/____   |                               |                                       |    |     |
| <b>Eggs</b>  | Grade A- Any Size Brown or White Shells   | 2 Dozen  | In                            | Out                                   |    |     |
| <b>Beans/Peas/Lentils</b>  | 14-16 oz cans of beans  | 8 Cans Or  | In                            | Out                                   |    |     |
|  | 16 oz bags  | 2 Bags   |                               |                                       |    |     |
| <b>Peanut Butter</b>   | 16-18 oz jars creamy or crunchy   | 2 Jars   | In                            | Out                                   |    |     |
| <b>Fish Canned</b>   | 5 or 6oz Tuna / 5 or 6oz Salmon./ 3.75 oz. Sardines                                   | 60 Ounces  | In                            | Out                                   |    |     |
| <b>Bread</b>   | 16 oz loaves of WIC approved <i>Whole Wheat Bread</i>                                 | 8 Loaves   | In                            | Out                                   |    |     |
| <b>Vegetables</b>  | Fresh or Frozen or Canned   | 64 Ounces  | In                            | Out                                   |    |     |
|  | <i>No potatoes except Yams or Sweet Potatoes</i>                                      |  |                               |                                       |    |     |
| <b>Fruits</b>  | Fresh or Frozen or Canned   | 64 Ounces  | In                            | Out                                   |    |     |
| <b>*Infant Formula</b>   | <b>24 Cans of Powder</b>  | <b>OR</b>  | <b>24 Cans of Concentrate</b> |                                       |    |     |
| <b>*Enfamil Formula</b>  | 12.5 oz <i>Enfamil Premium® Infant</i>  | In   | Out                           | 13 oz <i>Enfamil Premium® Infant</i>  | In | Out |
|  | UPC 65421 Exp: ____/____  |  |                               | UPC 67418 Exp: ____/____              |    |     |
|  | 12.9 oz <i>Enfamil ProSobee® Infant</i>   | In   | Out                           | 13 oz <i>Enfamil ProSobee® Infant</i> | In | Out |
|  | UPC 14415 Exp: ____/____  |  |                               | UPC 95417 Exp: ____/____              |    |     |
|  | 12.4 oz <i>Enfamil Gentlease® Infant</i>  | In   | Out                           | 32 oz <i>Enfamil Gentlease® RTU</i>   | In | Out |
|  | UPC 00691 Exp: ____/____  |  |                               | UPC 65411 Exp: ____/____              |    |     |
| ~ Note: Other Infant Formulas must be available within 72 hours of request ~ |   |  |                               |                                       |    |     |
| <b>*Infant Cereal</b>  | 16 Ounces   | 8 or 16 oz. boxes *Beech-Nut dry cereal without fruit. Multigrain or Oatmeal or Rice | Any two varieties.            | Exp:____/____                         | In | Out |
| <b>*Infant Fruits</b>  | 32 Containers   | 4 oz. jars of *Beech-Nut Stage 2 or 2 ½ Textures                                     | Any two varieties.            | ____/____                             | In | Out |
| <b>*Infant Vegetables</b>  | 32 Containers   | 4 oz. jars of *Beech-Nut Stage 2 or 2 ½ Textures                                     | Any two varieties.            | ____/____                             | In | Out |
| <b>*Infant Meats</b>   | 24 Containers   | 2.5 oz. jars of *Beech-Nut Stage 1   | Any two varieties.            | ____/____                             | In | Out |

WIC Vendors are required to carrying Any two varieties for each category except for Infant Formula

**Demographics**

**Type of Store** Supermarket  Grocery (Medium/Small)  Convenience Store   
**Vendor Representative Name:** **Phone:** **E-mail Address**

**Vendor Contact:** **Do cash registers use scanners?** Yes No  
**Number of Registers:** **Do cash registers flag WIC foods?** Yes No  
**Are WIC shelf labels in correct location? (optional)** Yes No **Are there any expired dates on WIC foods?** Yes No

**Minimum Inventory Violation Notice  Yes  No**

The minimum inventory requirements of the Maine WIC Nutrition Program have not been met. This store is deficient on the item(s) marked.

Minimum inventory requirements are selection criteria that must be maintained throughout the Vendor's contract period. Failure to maintain these criteria is a violation of your Agreement (Class V) and is punishable by:

- \_\_\_ First occurrence – WIC representative will review store deficiency and establish a corrective action plan with store representative. A copy of violation notice will be sent to vendor.
- \_\_\_ Second occurrence – WIC representative will review store deficiency and establish a corrective action plan that includes vendor attendance at a mandatory training.
- \_\_\_ Third occurrence – Vendor will be disqualified

The vendor must correct the insufficient inventory within forty-eight (48) hours and provide verification to the State Agency within seventy-two (72) hours. This may include, but is not limited to, dated itemized receipts, purchase orders, or invoices.

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 certain WIC Program requirements and finding of noncompliance during remonitoring could result in this store being disqualified from the WIC Program. \_\_\_\_\_ *Initials*

The following is my plan and time frame to correct deficiencies:

---



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---



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**Training**

I \_\_\_\_\_ certify that I have received vendor training on \_\_\_\_\_. I represent the Vendor mentioned on this form at this training in order for vendor to be WIC authorized.

**Other**

**Signature**

I verify that this store was monitored on this date. The findings in this report have been discussed by both representatives prior to signing this form.

**Owner/Vendor Representative**

**Signature:** \_\_\_\_\_ **Date:** / /

**WIC Representative**

**Signature:** \_\_\_\_\_ **Date:** / /

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**Maine Center for Disease Control and Prevention**  
*An Office of the Department of Health and Human Services*

Paul R. LePage, Governor

Mary C. Mayhew, Commissioner

Department of Health and Human Services  
 Maine Center for Disease Control and Prevention  
 286 Water Street  
 11 State House Station  
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 Fax (207) 287-9058; TTY (800) 606-0215  
**WIC Nutrition Program**  
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 Fax: 207-287-3993

## Appendix VM-A4

### Vendor Compliance Investigation Report

#### Demographics

**Type of Store** Supermarket  Grocery (Medium/Small)  Convenience Store   
**Store Name:** \_\_\_\_\_ **Vendor No.** \_\_\_\_\_

**Address:**

**No. of Registers:** \_\_\_\_\_ **Equipment type**  Register  Calculator  Adding Machine  None

#### WIC Check 1 used

**Food Instrument (check) Number:** \_\_\_\_\_ **FI Type:** \_\_\_\_\_ **Date:** / / **Time:** :

| Quantity  | Size | Item Description & Manufacturer | Unit Cost        | Total Cost |
|---|------|---------------------------------|------------------|------------|
|   |      |                                 |                  |            |
|   |      |                                 |                  |            |
|   |      |                                 |                  |            |
|   |      |                                 |                  |            |
|   |      |                                 |                  |            |
| <b>Dollar amount written/printed on Food Instrument</b> |      |                                 | <b>Total: \$</b> |            |

*Attach receipt if given*

#### WIC Check 2 used

**Food Instrument (check) Number:** \_\_\_\_\_ **FI Type:** \_\_\_\_\_ **Date:** / / **Time:** :

| Quantity  | Size | Item Description & Manufacturer | Unit Cost        | Total Cost |
|---|------|---------------------------------|------------------|------------|
|   |      |                                 |                  |            |
|   |      |                                 |                  |            |
|   |      |                                 |                  |            |
|   |      |                                 |                  |            |
|   |      |                                 |                  |            |
| <b>Dollar amount written/printed on Food Instrument</b> |      |                                 | <b>Total: \$</b> |            |

*Attach receipt if given*

#### Donation

Maine DHHS, CDC, WIC is donating the above items to : \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Date \_\_\_\_\_

Activity Type: F- General Visit G- Training Visit N- Compliance Buy S- Cor F/U U- Violation F/U

Activity By: A- State Agency B- Local Agency C- FNS D- Contract Employee Z- Other

- Findings:
- 01-  Everything satisfactory
  - 02-  Failure to stock minimum amounts of WIC foods
  - 19-  Accepting drafts early/late
  - 20-  Failure to obtain participant signature
  - 24-  Vendor selling out-of-date WIC foods
  - 43-  Providing WIC foods in amounts exceeding amounts listed on food instruments
  - 50-  Required participant to purchase specific brands of WIC foods when more than one brand is available
  - 52-  Providing unauthorized foods (minor abuse)
  - 53-  Allowing substitutions of WIC foods for other WIC foods listed n the draft
  - 55-  Charging for WIC foods under credit or rain check
  - 56-  Failure to provide an itemized receipt for foods
  - 57-  Failur to request WIC ID Folder from participant
  - 58-  Requiring participants to purchase all foods listed on WIC Check
  - 66-  Demanding signature without purchase price filled in
  - 67-  Not providing "promotional specials"
  - 68-  Requiring participants to use special check-out lanes
  - 69-  Requiring additional cash purchases to redeem drafts
  - 70-  Intentionally (attempting) to defraud the program
  - 71-  Providing unauthorized foods (major abuse)
  - 80-  Providing cash or credit for drafts
  - 81-  Providing non-food items in WIC Transactions
  - 82-  Charging more than shelf price for WIC foods
  - 83-  Charging for foods purchased in excess of foods listed on draft
  - 84-  Charging for foods not purchased but listed on draft
  - 92-  Allowing substation of WIC foods for non-WIC foods or non-food items
  - 99-  Other:

Compliance Buy Scenario:

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Amount entered on check?  Yes  No By: Self  Clerk  Register   
 If yes, was it before the draft was signed?  Yes  No WIC ID requested?  Yes  No  
 Clerk description: Name tag:  
 Sex  Female  Male Height: ft. in. Build:  Small  Medium  Large  
 Estimated Age:  Teen  20-25  26-30  31-35  36-40  41-45  46-50  51-55  56-+  
 Apparent Ethnicity:  White  Black  Hispanic  Asian  Other

**Other**

Deficiencies:

Reason Given for FI Refusal:

Comments/ Observations:

Does the vendor permit WIC Customers to buy non-WIC food with WIC FI?  Yes  No

Are the WIC customers given the same courtesies as non-WIC customer?  Yes  No

**Completed By**

WIC Representative Print

WIC Representative Signature

Date



Paul R. LePage, Governor Mary C. Mayhew, Commissioner

Department of Health and Human Services  
 Maine Center for Disease Control and Prevention  
 286 Water Street  
 11 State House Station  
 Augusta, Maine 04333-0011  
 Tel. (207) 287-8016  
 Fax (207) 287-9058; TTY (800) 606-0215  
**WIC Nutrition Program**  
 Tel. (207) 287-3991 or (800) 437-9300  
 Fax: 207-287-3993

## Appendix VM-A5

### Vendor Appeal Request

All fields must be completed. Mail completed form, and copy of letter in reference. **Remember to always keep a photocopy of all items being mailed.**

To: **WIC Nutrition Program, Vendor # 11 State House Station, 6<sup>th</sup> FL Augusta, Maine 04333-0011**

This request must be received during the time period noted in the disqualification/sanction letter which specifies the proposed action being taken by the Maine CDC, WIC Nutrition Program. Any previously assessed sanction which the vendor elected not to challenge, or challenged but then abandoned or the agency action was upheld via the appeals process will not be considered at this or any further administrative appeals procedure. Disqualification from the Maine CDC, WIC Nutrition Program which is a result of disqualification from the Supplemental Nutrition Assistance Program (SNAP) is not subject to administrative or judicial appeal under the Maine CDC, WIC Nutrition Program. State agency determination as to what constitutes inadequate participant access in not subject to administrative appeal.

On behalf of \_\_\_\_\_

Store Name

Vendor Number      City      Owner Name      Ownership Type

I wish to appeal the action outlined in the letter dated: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Subject: \_\_\_\_\_

**Please check one:**

- I request a pre-hearing conference to discuss this issue.
- I do not request a pre-hearing conference.

**Please check one:**

- I wish to continue to redeem WIC drafts during the hearing process. I understand that should the sanction proposed by the WV WIC Program be upheld that my disqualification/sanction period will be imposed, in full, at the end of the appeal.
- I do not wish to continue to redeem WIC drafts during the hearing process. I understand that should the sanction proposed by the WV WIC Program be upheld that my disqualification/sanction period will be considered to have begun on the date outlined in my notification letter.

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

Authorized Vendor Print

Authorized Vendor Signature

Date

**WIC USE ONLY**

|                                      |                          |                                   |                                 |
|--------------------------------------|--------------------------|-----------------------------------|---------------------------------|
| Letter Sent <input type="checkbox"/> | Date: ____ / ____ / ____ | <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |
| Processor: _____                     |                          | Date: ____ / ____ / ____          |                                 |

286 Water Street  
# 11 State House Station  
Augusta, Maine 04333-0011



Phone: (207) 287-3991  
Fax: (207) 287-3993  
E-mail: WIC.Maine@Maine.Gov

## Vendor WIC check Appeal Request

All fields must be completed or check appeal will be denied. Mail completed form, check, and matching register receipt. **Remember to always keep a photocopy of all items being mailed, including the check.**

### Vendor WIC Check Appeal Request

To: **WIC Nutrition Program, Vendor**  
**# 11 State House Station, 6<sup>th</sup> FL**  
**Augusta, Maine 04333-0011**

Send the following to the Maine CDC, WIC Nutrition Program:

- WIC check Appeal Request** form
- WIC check** Legal WIC check copy
- Receipt** Copy of the original receipt or journal transaction report verifying the correct WIC transaction procedures

The Maine CDC, WIC Nutrition Program is not responsible for any bank charges, returned checks or other fees charged to the vendor that result from the non-payment of WIC checks. Vendors may not recover any bank charges from the WIC program, or from WIC participants or their proxies.

**Vendor Stamp  
Number Below**

### WIC Vendor Information

Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_  
Store Manager/WIC Contact \_\_\_\_\_ E-mail address: \_\_\_\_\_  
Name of person filing this form: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

### WIC check Information

WIC Check Number: \_\_\_\_\_ Bank Rejection Reason: \_\_\_\_\_

### Justification

**Attach Receipt Here**

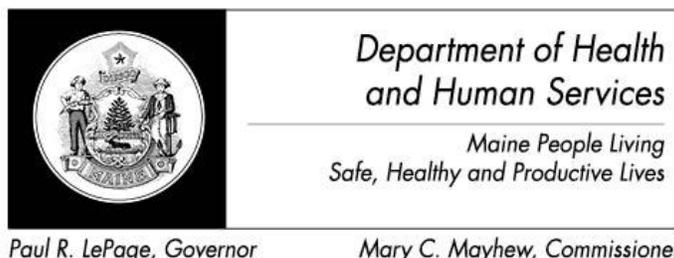
### WIC USE ONLY

Approved    ACH Record#: \_\_\_\_\_    Letter Sent     Denied

Payment Justification: \_\_\_\_\_  
\_\_\_\_\_

Processor: \_\_\_\_\_    Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

The Department of Health and Human Services (DHHS) does not discriminate on the basis of disability, race, color, creed, gender, sexual orientation, age, or national origin, in admission to, access to, or operations of its programs, services, or activities, or its hiring or employment practices. This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and in accordance with the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 and the Maine Human Rights Act and Executive Order Regarding State of Maine Contracts for Services. Questions, concerns, complaints or requests for additional information regarding the ADA may be forwarded to DHHS' ADA Compliance/EEO Coordinators, 11 State House Station – 221 State Street, Augusta, Maine 04333, 207-287-4289 (V), 207-287-3488 (V), TTY users call Maine relay 711. Individuals who need auxiliary aids for effective communication in program and services of DHHS are invited to make their needs and preferences known to the ADA Compliance/EEO Coordinators. This notice is available in alternate formats, upon request.



Maine Department of Health & Human Services  
Maine Center for Disease Control and Prevention  
WIC Nutrition Program  
11 State House Station  
Augusta, Maine 04333-0011  
Voice: (207) 287-3991 or Toll-free in State 1-800-437-9300  
TTY: Maine Relay 711

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