

LOUISIANA WIC
VENDOR GUIDE
EFFECTIVE OCTOBER 1, 2024



TABLE OF CONTENTS

Your Role as an Authorized WIC Vendor (Vendor)	3
Contacting LA WIC.....	3
Background of the WIC Program	4
Your Responsibilities as a WIC Vendor	4
WIC Documents Links & Resources.....	5
When to Notify LA WIC	5
Vendor Records & Monitoring.....	6
WIC Approved Foods.....	6
Vendor Selection Criteria.....	8
Competitive Prices and Vendor Peer Groups	10
Maximum Allowable Reimbursement Levels (MARLs)	11
Vendor Authorization.....	11
Notification Required due to Change of Ownership, Availability and/or Location	12
WIC Vendor Training Requirements	13
Use of WIC Acronym and Logo.....	14
LA WIC EBT Cards	14
WIC Transaction Procedures	15
WIC EBT Processing	19
WIC Transaction Disputes.....	20
Handling of In-Store Promotions for WIC Participants	20
Infant Formula Supplier List.....	21
High-Risk Vendors.....	22
Compliance Investigations and Routine Monitoring.....	22
Sanction Schedule	25
Participant Access.....	32
Civil Money Penalties (CMPs).....	32
Disqualification	33
Termination	34
Administrative Review of State Agency Adverse Actions	34
Complaints.....	37
Definitions.....	38

YOUR ROLE AS AN AUTHORIZED WIC VENDOR (VENDOR)

Welcome to the Louisiana WIC Program (LA WIC)! Thank you for being a valued member of our WIC team. Your participation helps LA WIC provide nutritious foods to our participating families. We appreciate your involvement and look forward to working with you.

Louisiana Authorized WIC Vendors (Vendors) are an essential part of providing WIC Benefits to WIC Participants and are vital partners in the delivery of WIC Benefits to women, infants, and children. Vendors serve a valuable role in helping to improve the health of women, infants and children in Louisiana. Vendors are the final step in the process of providing nutritious foods to our Louisiana families for healthy growth and development. Vendors may find that participating in the LA WIC makes a substantial contribution to their communities.

This Louisiana WIC Vendor Guide (Vendor Guide) is designed to inform owners, managers and vendor staff about the nutritional aspects of LA WIC and about important procedures regarding participation as a Vendor. Use this Vendor Guide to help train staff on LA WIC procedures.

Participation as a Vendor in LA WIC is a privilege. LA WIC authorization does not constitute a license or property interest.

LA WIC is federally regulated by the United States Department of Agriculture's Food and Nutrition Service (FNS) and is not an entitlement program. This means that LA WIC must operate within the parameters of an annual grant. Vendors are chosen carefully to ensure that our WIC Participants are provided with an adequate selection of WIC Approved Food Items and that LA WIC pays the lowest possible prices for foods that meet federal nutrition guidelines. Your role in providing WIC Approved Food Items at competitive prices is important to the operations of LA WIC.

Changes to Federal or State statutes, regulations, policies, or procedures governing LA WIC may occur periodically. LA WIC will provide advance notice before such changes are implemented. If a Vendor does not wish to continue to participate in LA WIC as a result of such changes, the Vendor may choose to terminate their Louisiana WIC Vendor Agreement (Vendor Agreement). Upon Vendor termination of the Vendor Agreement, a store must immediately stop accepting WIC EBT Cards. If a store wishes to regain WIC Authorization, it must submit a new Louisiana WIC Vendor Application (Vendor Application) and meet all application requirements in place at that time.

CONTACTING LA WIC

Vendors shall check their email frequently for correspondence from LA WIC such as newsletters, Vendor updates, and other important communications that require Vendors' attention.

Vendors are also encouraged to contact LA WIC whenever questions or problems arise. Questions regarding the operation of LA WIC should be directed as follows:

Louisiana Department of Health
Office of Public Health
Bureau of Nutrition Services
WIC Vendor Management Unit
628 North 4th St., Bin #4 ▪ Baton Rouge, LA 70802
Phone: 225-342-0725 ▪ Fax: 225-376-4674 ▪ www.ldh.la.gov
“An Equal Opportunity Provider”
Email: LAWICVendor@la.gov

BACKGROUND OF THE WIC PROGRAM

The Special Supplemental Nutrition Program for Women, Infants and Children (the “WIC Program”) is administered by State agencies, which receive federal grants to provide WIC Approved Food Items, health care referrals, breastfeeding promotion and support, and nutrition education for low-income pregnant, breastfeeding and non-breastfeeding postpartum women, infants, and children up to age five, who are found to be at nutritional risk. WIC Approved Food Items promote good health and nutrition during critical times of growth and development by providing target nutrients (e.g., iron, fiber, calcium, protein, and vitamins A, D and C). WIC Benefits include health care referrals, support of breastfeeding as optimal for baby and mom, and nutrition education that has a practical relationship to the WIC Participant’s nutritional needs, household situation, and cultural preferences.

In order to qualify for the WIC Program, applicant household gross income cannot exceed 185 percent of the U.S. Poverty Income Guidelines. Applicants that currently receive SNAP, Medicaid, or Temporary Assistance for Needy Families (TANF), also meet the income eligibility requirements for WIC.

Since 1974, research has shown that WIC Participation has resulted in cost savings to the American public due to improved birth outcomes and healthier babies and moms. Vendors play an important role in the WIC Program by helping WIC Participants obtain nutritious, competitively priced WIC Approved Food Items.

YOUR RESPONSIBILITIES AS A WIC VENDOR

In order to maintain WIC Authorization, your store must, at all times during Authorization and the period of the agreement, remain in compliance with the provisions that control Vendor participation within LA WIC including but not limited to affirmations made in the Vendor Application and the Vendor Agreement, and federal and state rules, regulations, guidance and policy governing LA WIC as well as the Vendor Guide, Memorandums, and the Policy Manual (LA WIC Vendor Rules and Regulations).

Failure to abide by the foregoing list may result in sanction (see the Sanction Schedule).

WIC DOCUMENTS LINKS & RESOURCES

The latest versions of resources, including but not limited to, the following, are available on the [LA WIC Authorized Vendor Hub](#):

- Vendor Agreement
- Vendor Application
- LA WIC Vendor Minimum Stock Requirements (WIC-23)
- LA WIC Transaction Procedures (WIC-33)
- LA WIC Transaction Procedures Training Log (WIC-33L)
- LA WIC Program Guide
- LA WIC Transaction Dispute Form
- Produce Mapping
- Louisiana Administrative Code (LAC) - See Title 48, Part V, Subpart 15. Special Supplemental Nutrition Program for Women, Infants, and Children (WIC).
- Code of Federal Regulations (CFR)

WHEN TO NOTIFY LA WIC

Vendors must notify LA WIC of any changes that impact a Vendor's participation with LA WIC, including but not limited to, the following:

- **Point of Sale (POS) System Changes.** Vendors must notify LA WIC of any POS system or provider change. Changes to the POS system or changes in POS providers may require additional in-store certification. NOTE: Self-checkout terminals must be certified in addition to and separately from a Vendor's regular checkout terminals prior to use.
- **Loss of SNAP Authorization.** Vendors must notify LA WIC in writing at least fifteen (15) days prior to or immediately upon knowledge of (whichever occurs first) the loss or relinquishment of SNAP authorization. The Vendor Agreement shall be null and void and immediately terminated on the date of the loss or relinquishment of SNAP authorization. Once the Vendor Agreement becomes null and void, WIC business shall immediately cease and all claims for reimbursement for WIC Transactions shall be submitted promptly.
- **Change in Ownership.** Vendors must notify LA WIC in writing at least fifteen (15) days prior to or immediately upon knowledge of (whichever occurs first) a change in Vendor ownership, management, corporate officers or majority stakeholders, merger, acquisition or change in form of business, legal standing, or authority to do business in Louisiana.
- **Cessation in Operations.** Vendors must notify LA WIC in writing at least fifteen (15) days prior to or immediately upon knowledge of (whichever occurs first) cessation of Vendor operations.
- **Change in Location, Business Hours.** Vendors must notify LA WIC in writing at least fifteen (15) days prior to or immediately upon knowledge of (whichever occurs first) a change of location and/or a change of business hours.

- **Change in Name and Contact Information.** Vendors must notify LA WIC in writing at least fifteen (15) days prior to or immediately upon knowledge of (whichever occurs first) a change in store name (including d/b/a) or, a change in mailing address, email address, or telephone number. Such notification must be mailed or emailed to LA WIC at the address or email found in the “Contacting LA WIC” section of this Guide.

VENDOR RECORDS & MONITORING

Records Retention. Vendors must maintain, during and after any WIC Authorization, for a period of four (4) full Federal fiscal years after the date the record was created and upon request provide to LA WIC, paper or electronic records used for State or Federal tax reporting purposes and other LA WIC records including: WIC Transaction records, inventory records showing all WIC purchases, wholesale, in the form of invoices that identify the Vendor’s name, contain the date of purchase, supplier’s name, invoice number, WIC item size, quantity and brand, if applicable, of each specific WIC Approved Food Item(s) purchased (Note: Vendors must purchase infant formula only from a source that appears on the [LA WIC Infant Formula Supplier List \(Supplier List\)](#), books of accounts, shelf price records, records of total food sales revenue, based on the definition of [SNAP-eligible food items](#), which must be verifiable or documented; and other pertinent documents.

A Vendor who fails to purchase infant formula from a source on the Supplier List is in violation of vendor selection criteria. Vendors must provide infant formula to WIC Participants only in exchange for WIC Benefits specifying infant formula.

Any invoices submitted by the vendor not meeting the criteria above and/or from unapproved infant formula suppliers, shall be excluded from inventory audit calculations and could lead to required recoupment from the vendor and/or sanctions. LA WIC may refer Vendors that submit invoices from improper suppliers (a non-licensed supplier) to Sanitarian Services.

Records Requests. Vendors must make available upon the request of LA WIC (or its designee), the USDA, or the Comptroller General of the United States, all WIC Transaction records in the Vendor’s possession and all required inventory and accounting records for inspection or audit.

Compliance Investigations and Monitoring Visits. Vendors must allow authorized personnel to monitor and investigate the Vendor through announced and unannounced visits for compliance with LA WIC Vendor Rules and Regulations and provide access to inventory records available in the store at the time of the visit.

Confidentiality. Vendors must maintain the confidentiality of any WIC Participant information gathered as a result of WIC Authorization.





WIC APPROVED FOODS

WIC Approved Food Items have been carefully chosen to provide good sources of vitamins, minerals, and protein most often lacking in the diets of women, infants and children at nutritional

risk. The types and quantities of WIC Approved Food Items prescribed to WIC Participants vary according to individual need. Exact amounts and types of WIC Approved Food Items prescribed to WIC Participants are determined by a competent professional authority at a WIC clinic. These WIC Approved Food Items are electronically listed on the EBT card that the WIC Participant utilizes at a Vendor. WIC Approved Food Items can be found within the current [LA WIC Vendor Minimum Stock Requirements \(WIC-23\)](#) and the [LA WIC Program Guide](#).

Shelf Talkers. Vendors may use shelf talkers to help WIC Participants identify WIC Approved Food Items. Vendors have the option to use shelf talkers (i.e., labels, flags, channel strips, or clings) on shelves to indicate which food items are WIC Approved Food Items. The WIC logo and acronym are not permitted to be attached or affixed to any products, including those placed in the store by a distributor. If a Vendor elects to use shelf talkers, the Vendor must use only the shelf talker image(s) provided by LA WIC. Vendors may visit the [LA WIC Authorized Vendor Hub](#) to download the approved LA WIC shelf talker images or request shelf talkers free of charge using the [LA WIC Vendor Materials Request Form](#). Vendors may indicate an item is WIC Approved (with or without the shelf talker image(s) provide by LA WIC) on a WIC Approved Item's displayed shelf price label.

Minimum Stock Requirements (MSR) for All Vendors. Vendors must agree to maintain the following WIC Approved Food Item(s) in the store (on the store shelves or in storage areas within the physical structure of the authorized store) at all times.

Infant Formula Minimum Stock Requirements (Infant Formula MSR)			
Infant Formula	Size	MSR	
Similac Advance Powder	12.4oz. can	12 cans	
Similac Soy Isomil Powder	12.4oz. can	6 cans	
Similac Total Comfort Powder	12.6oz. can	6 cans	
Similac Sensitive Powder	12.5oz. can	6 cans	
<p><i>Note: A Vendor with infant formula theft concerns may keep infant formula in a secure area to meet the minimum stock requirement. A notice of the location and prices of infant formula must be posted in the area where shoppers would expect to find infant formula.</i></p>			

Minimum Stock Requirements (MSR)

Food Category	Size	Min Stock	Food Category	Size	Min Stock
Cold Breakfast Cereal	12oz., 18oz., 24oz. and/or 36oz. boxes	15 boxes (any combination of approved sizes, 1 must be approved whole grain cereal)	Whole Grains (rice, bread, tortillas, pasta)	16oz. package	10 - 16oz. packages, at least 5 must be Whole Wheat Bread
Infant Cereal	8oz. container	5 containers	Peanut Butter	16 - 18oz. jar	5 jars
Infant Fruits and/or Infant Vegetables	4oz. container	32 containers, 2 varieties	Beans/Lentils/Peas (dried and canned)	16oz. bag and 15-16 oz. can	6 bags, any variety 6 cans, any variety
Fresh Vegetables	N/A	20 units, 4 varieties	Fresh Fruit	N/A	20 units, 4 varieties
Single Strength Juice	64oz. container	6 containers, 2 flavors	Whole Milk	Gallon Half-Gallon Quart	5 gallons total (any combination of whole milk in any approved size)
Single Strength Juice	48oz. container and/or 11.5-12oz. frozen concentrate	6 containers, 2 flavors	Low Fat Milk: Low Fat (1%) Milk and/or Skim Milk	Gallon Half-Gallon Quart	10 gallons total (any combination of approved low-fat milk and/or skim milk in any approved size)
Whole Milk Yogurt	32oz. container	64oz. total (any combination of approved whole milk yogurt in any approved size)	Low Fat and/or Skim Yogurt	32oz. container	64oz. total (any combination of approved low-fat and/or skim milk yogurt in any approved size)
Eggs	Dozen - <u>lg.</u> white	5 dozen	Cheese	8oz. package 16oz. package	5 <u>lbs</u> total (any combination of approved cheese in any approved size)

- When a specific number of varieties or flavors are identified in the Minimum Stock Requirement column, listed above, the total required quantity does not need to be carried for each variety. Instead, the total quantity required must consist of at least the number of varieties or flavors indicated in the Minimum Stock Requirement column. For example, a Vendor that has six bottles of approved 48oz. Single Strength Juice, in at least two approved flavors, meets the Minimum Stocking Requirements for 48oz. container and/or 11.5-12oz. frozen concentrate Single Strength Juice.
- Vendors shall provide WIC Approved Food Items that are fresh and have not exceeded their “sell by”, “best if used by”, or other date limiting the sale or use of the food item. Any WIC Approved Food Item(s) that has exceeded its “sell by”, “best if used by”, or other date limiting the sale or use of the food item, will not count toward the minimum stock requirement for that item.
- All Vendors must meet Infant Formula and Non-Infant Formula Minimum Stock Requirements listed above at all times.

VENDOR SELECTION CRITERIA

Federal Regulations at 7 CFR §246.12 require WIC State agencies to develop and implement selection criteria to select only qualified Vendors to provide WIC Approved Food Items to WIC Participants. Federal Regulations at 7 CFR § 246.12(g)(3) mandate that specific selection criteria must be addressed while allowing LA WIC to identify additional selection criteria to further enhance services to WIC Participants.

Federal Regulations at 7 CFR §246.12(g)(3) mandate that LA WIC shall not authorize a vendor applicant if LA WIC determines the store has been sold by its previous owner in an attempt to circumvent an LA WIC sanction. LA WIC will consider such factors as follows:

- A. A vendor applicant who is using the same store name as a previously Authorized WIC Vendor (Vendor) who had prior LA WIC violation(s), regardless of whether a sanction(s) was imposed.
- B. A vendor applicant who is using the same store location as a previous Vendor who had prior LA WIC violation(s), regardless of whether a sanction(s) was imposed.
- C. A vendor applicant using the same store name and/or address of a previous Vendor who was terminated from LA WIC for a violation(s).
- D. A vendor applicant who employs a previous owner or owners of a store which was terminated from LA WIC, when that employee is now acting as an officer or manager or in any other type of management capacity.
- E. Whether the store was sold to a relative by blood or marriage of the previous owner(s)
- F. Whether the store was bought or sold to any individual or organization for less than its fair market value.
- G. Whether there was a purported or supposed sale.

Once authorized, all Vendors shall continue to meet the vendor selection criteria and any changes thereto, at all times. **A Vendor found to be out of compliance with LA WIC Vendor Rules and Regulations, at any time during the authorization period, may be subject to sanction** (See the Sanction Schedule within this Vendor Guide). LA WIC may reassess any Vendor at any time during the Vendor's agreement period using the vendor selection criteria in effect at the time of the reassessment. A Vendor that fails to meet vendor selection criteria may be subject to sanction.

The vendor selection criteria (referenced below by short title) are listed within Louisiana Administrative Code (LAC 48:V.4503), this Vendor Guide (see Sanctions), and the Policy Manual:

- 1. Complete Vendor Application
- 2. SNAP authorization
- 3. Grocery Class Permit
- 4. Store condition
- 5. Hours of operation
- 6. Competitive prices
- 7. Shelf prices
- 8. Minimum stock requirements
- 9. Infant formula supplier
- 10. Denial or termination
- 11. Business Integrity: USDA program disqualification
- 12. Business Integrity: felony
- 13. Business Integrity: taxes
- 14. Business Integrity: conviction or civil judgement
- 15. Good standing

16. Truthful and accurate
17. Technology access
18. Cash register system
19. A50: prohibited
20. A50: reimbursement agreement
21. A50: incentives
22. Full-line grocery

LA WIC will evaluate Vendors or vendor applicants to ensure vendor selection criteria are being met during the initial authorization process, the reauthorization process, the routine monitoring process, and/or at any other time during the Vendor's agreement period, as determined by LA WIC. If additional circumstances reveal a failure to meet vendor selection criteria, refer to the Sanction Schedule within this Vendor Guide.

COMPETITIVE PRICES AND VENDOR PEER GROUPS

Federal Regulations at 7 CFR §246.12(g)(4) require LA WIC to develop a vendor peer group system, distinct Competitive Price Criteria (CPC), and allowable reimbursement levels for each peer group. LA WIC determines CPC (the price level at or below which WIC Approved Food Items must be priced) for WIC Approved Food Items based on redemption amounts gathered from the WIC data system. LA WIC utilizes competitive prices as a vendor selection criterion that Vendors must meet and maintain at all times.

LA WIC vendor peer groups are identified as follows:

Peer Group	Business Model	Description
1	Independent or Local Grocery	A store that operates only within Louisiana and primarily purchases from 3 rd party suppliers.
2	Regional Grocery	A store that operates within Louisiana and one or more additional states and primarily purchases from 3 rd party supplier. This includes Military Commissaries.
3	National Grocery	A store that operates within Louisiana and one or more additional states, primarily sells groceries, and primarily purchases from its own corporate supplier.
4	Mass Merchandiser	A store that operates within Louisiana and most or all states, sells a wide variety of merchandise in addition to groceries, and primarily purchases from its own corporate supplier.
5		Reserved
6	A50	Stores that derive or expect to derive more than 50 percent of their annual food sales revenue from WIC Benefits (Above-50-Percent (A50) Vendor). LA WIC prohibits the authorization of A50 Vendors unless it is determined that a Vendor or vendor applicant is needed to ensure adequate participant access to WIC Approved Food Items.

Pursuant to federal guidance, LA WIC may not disclose the CPC calculation method. However, in an effort to assist Vendors in setting their prices to be competitive, LA WIC may post quarterly statewide averages. LA WIC has the discretion to assess compliance with CPC, including but not limited to, during authorization and reauthorization. Upon request, Vendors and vendor applicants must submit accurate prices to LA WIC.

When applying for WIC Authorization, if a vendor applicant's prices are found to be outside of the CPC for their appropriate peer group, the vendor applicant may not be authorized. Once WIC Authorized, if at any time a Vendor's prices are found to be outside of the CPC for their appropriate peer group, the Vendor may be subject to sanction (See the Sanction Schedule within this Vendor Guide). Once LA WIC has verified a Vendor or vendor applicant is in compliance with LA WIC CPC, Vendors must continue to meet CPC, at all times, for the duration of the Vendor Agreement.

MAXIMUM ALLOWABLE REIMBURSEMENT LEVELS (MARLS)

In accordance with Federal Regulations, the Louisiana WIC Program (LA WIC) must establish and apply limits on the amount of reimbursement allowed for WIC Approved Food Items based on a Vendor's peer group and price competitiveness (See 7 CFR § 246.12(h)(3)(viii))

The Maximum Allowable Reimbursement Level (MARL), also known as the Not-to-Exceed Amount or NTE, is the reimbursement amount above which LA WIC will make price adjustments on WIC Transactions at the subcategory level to ensure no WIC Approved Food Item is paid above a reasonable level.

The MARL will be applied to each WIC Approved Food Item at subcategory level during the transaction settlement process and any WIC Approved Food Item presented for payment during the transaction settlement process that exceeds the MARL will have the reimbursement for that particular WIC Approved Food Item reduced to the MARL level.

VENDOR AUTHORIZATION

Vendors must, at all times, continue to meet vendor selection criteria and abide by all LA WIC Vendor Rules and Regulations in order to remain WIC Authorized.

Initial Authorization. Prospective vendor applicants interested in participating in LA WIC must apply for WIC Authorization and may not accept WIC Benefits until all requirements are met. LA WIC will provide instruction and guidance on the documentation required for authorization. Submission of false or incomplete information will result in a delay or denial of authorization (or sanction if the false or incomplete information is discovered after authorization).

Vendor applicants that apply and who are approved for initial authorization, will enter into an agreement with LA WIC for a length of time that corresponds to where they are located. Each Vendor's term or length of authorization is identified in their Vendor Agreement.

Reauthorization. Vendors whose Vendor Agreements expire in the current calendar year must undergo a reauthorization process to maintain WIC Authorization. Submission of false or

incomplete information will result in a delay or denial of reauthorization (or sanction if the false or incomplete information is discovered after authorization).

NOTIFICATION REQUIRED DUE TO CHANGE OF OWNERSHIP, AVAILABILITY AND/OR LOCATION

WIC Authorization does not transfer if any of the following occur:

1. A change of ownership,
2. A change in location,
3. A change in availability and/or,
4. Cessation of Vendor operations

To find information regarding when and how to notify LA WIC regarding a change of ownership, location, availability and/or cessation, please see the “When to Notify LA WIC” section within this Vendor Guide.

A change of ownership occurs when all of the assets of the store are sold or transferred to a new owner or business entity, as follows:

- **Sole Proprietorship:** Transfer of title and property to another party;
- **Corporation:**
 - The merger of a corporation that owns the Vendor into another corporation;
 - The consolidation of two or more corporations, one of which is owner of the Vendor, resulting in the creation of a new corporation
 - The acquisition of the corporation that owns the Vendor by another entity whereby the corporation that owns the Vendor ceases to exist
- **Limited Liability Company:** The removal or addition of a member in a limited liability company where a new member owns the majority of interest within the LLC;
- **Partnership** (including limited partnerships and limited liability partnerships): The addition of a partner or the dissolution of the partnership.

A change in location is the move of a Vendor from one physical address to another address.

Cessation of Vendor operations occurs when a Vendor is no longer conducting business as a Vendor, merchant and/or store, and/or when a Vendor has not conducted any WIC Transactions for six (6) consecutive months or more.

In any instance where a change of ownership, a change in store availability or location, and/or cessation of Vendor operations occurs, the Vendor Agreement shall be null and void and immediately terminated as of the date the change or cessation occurred, unless the change of location is less than three (3) miles, in which case, LA WIC may extend, at its sole discretion, authorization to the new store location.

WIC Authorization does not transfer to a new owner when a change of ownership occurs, nor does authorization extend to new store locations opened or acquired by an existing Vendor. Each store

location operated by a business entity constitutes a separate Vendor and must be authorized separately from other stores operated by the business entity. Each store must have a single, fixed location.

Once the Vendor Agreement is terminated, WIC business shall immediately cease. LA WIC will recoup any and all payments transacted after a change of ownership, a change in location and/or cessation of operations occur. If a change of ownership occurs, neither the previous owner nor the new owner will be authorized to conduct WIC Transactions and LA WIC shall hold the previous owner and the new owner solidarily liable for any monies owed.

WIC VENDOR TRAINING REQUIREMENTS

The purpose of Vendor training is to prevent program errors and noncompliance and to improve program service.

Vendors will receive training from LA WIC prior to WIC Authorization, annually and/or if compliance issues arise. LA WIC will designate the date, time and location, if applicable, of the training(s) and provide the Vendor with one alternative date on which to complete training(s).

Annual Vendor Training is conducted through a variety of means. At least one representative of the Vendor must participate in training annually and Vendors must agree to inform and train cashiers and other staff on program requirements. Vendors are responsible for ensuring that the training received by the representative is disseminated to all appropriate staff at that Vendor location.

Vendors are required to ensure that employees who process WIC Transactions, and all other relevant staff who may handle or account for WIC Transactions, are trained in LA WIC requirements, including WIC Transaction Procedures. All existing store personnel and future hires responsible for handling WIC Transactions MUST:

1. Read the [LA WIC Transaction Procedures \(WIC-33\)](#).
2. Sign the [LA WIC Transaction Procedures Training Log \(WIC-33L\)](#) form to indicate that the information has been read and understood.

The Vendor must maintain and make available for inspection a copy of the [LA WIC Vendor Minimum Stock Requirements \(WIC-23\)](#), the [LA WIC \(Program Guide\)](#), the [LA WIC Transaction Procedures \(WIC-33\)](#), and a copy of the completed [LA WIC Transaction Procedures Training Log \(WIC-33L\)](#).

Vendors are fully responsible for violation(s) committed by its owners, officers, managers, employees, agents, representatives or other individuals who directly or indirectly participate in the Vendor's operations.

Failure to participate in Vendor training or any violation(s) of the LA WIC Vendor Rules and Regulations, may result in sanction, in accordance with the Sanction Schedule (See the Sanction Schedule within this Vendor Guide).

USE OF WIC ACRONYM AND LOGO

Authorized WIC Vendors (Vendors) may only use the acronym “WIC” or the WIC logo to identify themselves as a Vendor, to identify WIC Approved Food Items in the store, and on tender type signs that alert customers of the types of payment accepted by the store. The WIC logo and acronym are not permitted to be attached or affixed to any products, including those placed in the store by a distributor.

The purpose of these restrictions is to avoid giving the erroneous impression to WIC Participants that the business is affiliated with or sponsored by the State agency, USDA, or LA WIC. The acronym “WIC” and logo are registered service marks of the USDA for USDA’s WIC Program, Registration Nos. 1,630,468 and 1,641,644, respectively, hereinafter referred to collectively as the “service marks.”

Vendors may not use the service marks in ways likely to cause confusion with regard to their involvement with LA WIC. It is USDA policy to avoid endorsements, directly or indirectly, of any commercial product, service, or enterprise. Vendors are not permitted to use the service marks, including close facsimiles thereof, in total or in part, either in the official name in which the Vendor is registered or in the name under which it does business.

An example of prohibited use of the service marks include using the letters “W,” “T” and “C”, in that order, next to one another in the Vendor’s name, or these letters in that order but not next to one another, with the letters made to stand out in some fashion, such as with a different color or size than other letters. There may be other examples of inappropriate use of the service marks. Inappropriate use of service marks will be determined by LA WIC.

Vendors may describe themselves as a Vendor only with the use of the service marks distributed by LA WIC. The WIC decal or other notice of authorization as a Vendor must be visible to WIC Participants and placed on or near the main entrance including but not limited to on the front window of the store, and is the only sign that is allowed to be used to identify the store as WIC Authorized. Vendor noncompliance may result in sanction (See the Sanction Schedule within this Vendor Guide).

Vendors may use shelf talkers to help WIC Participants identify WIC Approved Food Items using the approved LA WIC shelf talker image found on [LA WIC Authorized Vendor Hub](#) (See the Shelf Talker section within this Vendor Guide).

LA WIC EBT CARDS

LA WIC utilizes Vendors and its EBT processor/banking system to provide WIC Approved Food Items to WIC Participants.

- The LA WIC EBT Card is generated and reloaded and provided to the WIC Participant or proxy at WIC clinics or local agencies.

- The EBT Card is a chip card that houses WIC Benefits, containing the prescribed quantities of WIC Approved Food Items specific to the WIC Participant.
- The quantities of the WIC Approved Food Items purchased during the WIC Transaction are decremented from the EBT card, leaving a remaining balance electronically available on the EBT card.

WIC TRANSACTION PROCEDURES

Understanding your EBT System. It is important for cashiers to know how to properly conduct a WIC Transaction using EBT. Each Vendor's POS system is different, so please review any and all training materials provided to you by your POS provider to best understand how your system operates. Once you understand your system, you will be able to help WIC Participants have a smooth checkout and avoid delays at the register.

Accountability for Employee Actions. LA WIC will hold the Vendor accountable for the actions of its employees in processing WIC Transactions, in the processing of EBT Cards, and in the provision of WIC Approved Food Items.

Transaction Processing Procedures using an LA WIC EBT Card (EBT Card). Vendors must comply with WIC Transaction Processing procedures as outlined in the LA WIC Transaction Procedures (WIC-33), the LA WIC Vendor Agreement, and the LA WIC Vendor Guide.

- **Balance Inquiry.** Vendors must provide WIC Participants with a Benefit Balance (Benefit Inquiry) receipt prior to making a purchase if requested by the WIC Participant. Vendors cannot require a minimum purchase in order to process a balance inquiry and provide the Benefit Balance receipt.
- **The WIC Participant must enter the EBT Card PIN.** The WIC Participant must enter their PIN to authorize the WIC Transaction. Vendors must accept WIC Transactions only from WIC Participants or proxies as indicated by entry of a valid PIN. If the WIC Participant or proxy does not remember their PIN, refer them to their WIC clinic for assistance. Cashiers may NOT enter the PIN for the WIC Participant.
- **The Cashier must not request any additional form of ID.** The PIN authorizes the WIC Transaction. WIC Participants are not required to produce any additional form of identification to complete the WIC Transaction.
- **The Cashier must scan all items in the Transaction.** Cashiers must scan or manually enter the actual UPC codes affixed to all items selected by the WIC Participant for purchase.
 - Cashiers shall not scan any UPC code that is NOT affixed to the actual item being purchased by the WIC Participant (no UPC substitutes, replacements, or scanning of UPC codes not actually affixed to the actual item being purchased by the WIC Participant).
 - Cashiers shall not perform overrides for WIC Approved Food Items (except for fresh fruits and vegetables as needed).

- **The Cashier must deduct coupons and in-store promotions.** Cashiers must deduct applicable coupons and in-store promotions in accordance with the requirements of the Handling of In-Store Promotions section of the Policy Manual.
- **The WIC Participant must accept/update WIC Benefits to approve the WIC Transaction.** Cashiers must NOT accept or approve the WIC Transaction on behalf of the WIC Participant, unless directed to do so by the Participant.
- **The Cashier must provide the WIC Participant copies of all receipts from the WIC Transaction.** Cashiers must provide WIC Participants with receipts in accordance with the receipt requirements listed in the [USDA, FNS, WIC EBT Technical Implementation Guide](#) and the [WIC-EBT Operating Rules](#). Receipts may be printed, emailed, and/or texted to the WIC Participant. If a WIC Participant requests an update as to the status and/or benefits available on their EBT Card, Authorized WIC Vendor staff must assist the WIC Participant with obtaining the requested information. The types of receipts that must be provided to WIC Participants include but are not limited to:
 - **Balance Inquiry Receipt** – An opening or ending benefit balance receipt that includes, but is not limited to
 - the last four (4) digits of the PAN only
 - the store's name, physical address, city, state, and zip code
 - local date and time of the balance inquiry
 - benefit expiration date (or benefit effective and benefit ending dates)
 - benefits available (even if zero balances) including the benefit description, quantity, and unit of measure
 - If provided at the beginning of the Transaction, data reflects the opening benefit balance
 - If provided at the end of the Transaction, data reflects the ending benefit balance
 - unique transaction identifier or systems trace audit number
 - **WIC Purchase Receipt** – May be separate or included on the Vendor's sales receipt that includes but is not limited to:
 - the last four (4) digits of the PAN only
 - the store's name, physical address, city, state, and zip code
 - the date and time of purchase
 - store lane number, if available
 - WIC food item identifier (if a separate WIC purchase receipt is not provided)
 - benefit expiration date and time
 - purchased food items including the food item quantity, description, and unit of measure
 - unit cost
 - total purchase amount
 - benefits remaining, including the benefit description, quantity, and unit of measure
 - unique transaction identifier or systems trace audit number

- **Void Receipt** – If the Cashier or the WIC Participant voids the WIC Transaction, a WIC Purchase Receipt or a sales receipt reflecting the voided WIC Transaction must be provided.
- **The Cashier must provide all items deducted from the WIC Participant's WIC Benefits (EBT card) to the WIC Participant.** Cashiers may not deny a WIC Participant a WIC Approved Food Item decremented from the WIC Participant's EBT Card.
- **The Cashier must allow other forms of payment.** WIC Participants may use another payment method (SNAP, cash, debit or credit card, etc.) to pay for WIC Approved Food Items that exceed their available WIC Benefits (such as paying the difference for fruits and vegetables) or for any non-WIC items purchased.

Self-Checkout Terminals. WIC Participants may use self-checkout terminals provided the Vendor meets the additional requirements below:

- **Certified Terminals** - Self-checkout terminals must be certified as WIC-EBT capable by LA WIC *prior* to use by WIC Participants. NOTE: Self-checkout terminals must be certified in addition to and separately from a Vendor's regular check-out terminals.
- **Attendants must be Present** - A self-checkout attendant *must* be present in the self-checkout area during the occurrence of a WIC Transaction.
- **Recoupment based on Failure to Certify** - LA WIC may recoup the costs of any WIC Transaction(s) conducted at self-checkout terminals if the terminal(s) were not certified by LA WIC prior to the occurrence of the Transaction(s).

LA WIC Transaction Purchase and Exchange Requirements:

- **Allow WIC Approved Food Items on EBT Card** - If the item is a WIC Approved Food Item and the WIC Benefits for that specific food item are decremented from the WIC Participants' EBT Card, the cashier must allow the sale of the WIC Approved Food Item.
- **No Credit Allowed** - Vendors are not permitted to give WIC Participants cash, change, rain checks, or store credit. Vendors cannot give WIC Participants:
 - Cash back as a result of discounts or coupons used in a WIC Transaction;
 - Money or store credit in exchange for EBT Cards; or
 - Money or change back or store credit for purchases using EBT Cards.
- **Strict Limits on Refunds/Exchanges** - Vendors cannot provide WIC Participants with refunds or exchanges for WIC Approved Food Items purchased with EBT Cards, except for exchanges of an identical WIC Approved Food Item when the purchased WIC Approved Food Item is defective, spoiled, or has exceeded its "Sell by", "Best if Used by", or other date limiting the sale or use of the food item.
- **No Restitution** - The Vendor must never seek restitution from WIC Participants, parents, caregivers, or proxies for claims not paid or only partially paid by LA WIC.

LA WIC Transaction Reminders:

- **An item may not scan as a WIC Approved Food Item if:**

- The item is not a WIC Approved Food Item. See the [LA WIC Vendor Minimum Stock Requirements \(WIC-23\)](#) and the [LA WIC Program Guide](#), available on the [LA WIC Authorized Vendor Hub](#).
- The item is a WIC Approved Food Item, but the WIC Participant does not have sufficient WIC Benefits for that specific food item available on their EBT Card (check the WIC Participant's Beginning Balance Receipt to determine whether or not the EBT Card has the necessary WIC Benefits available for the purchase).
- If the item does not scan as a WIC Approved Food Item and it is a WIC Approved Food Item that the WIC Participant has sufficient WIC Benefits to purchase, contact the manager and the UPC/POS team to have the item added to the store's Approved Product List (APL).
- Note: Vendors shall not perform overrides for WIC Approved Food Items (except for fresh fruits and vegetables as needed). Vendors shall NOT scan any UPC code that is NOT affixed to the actual item being purchased by the WIC Participant (no UPC substitutes, replacements, or scanning of UPC codes not actually affixed to the actual item being purchased by the WIC Participant).
- **EBT Chip Cards** - The EBT Card is a Chip Card and must be inserted into the card reader (not swiped) by the WIC Participant.
- **Card Wipe Errors** - Cashiers should avoid possible Card Wipe Errors by reminding the WIC Participant to leave the EBT Card in the card reader until they are prompted to remove it. If the EBT Card is removed too soon, an error known as a "card wipe" may occur. A card wipe removes all WIC Benefits from the EBT card. If this happens, reach out to your manager to confirm the card wipe and direct the WIC Participant to their local WIC clinic to have their WIC Benefits restored.
- **Practice Discretion** - Vendor Staff must practice discretion and not announce that the WIC Transaction involves WIC Benefits.
- **Same Courtesies** - Vendor Staff must provide the same courtesies to WIC Participants as to all other customers.
 - **Equitable Treatment** - Vendors may not treat WIC Participants differently from other customers by excluding them from in-store promotions—this includes disallowing the use of coupons or other Vendor discounts in WIC Transactions that are allowed in non-WIC Transactions. Similarly, Vendors may not treat WIC Participants differently by offering them incentive items, Vendor discounts, coupons or other promotions that are not offered to other customers.
 - **Same Courtesies** - Vendors must offer WIC Participants the same treatment as other customers such as, but not limited to helping the customer to obtain an item from a shelf or from behind a counter, bagging food for the customer, and assisting the customer with loading the food into a vehicle. Vendors must treat WIC Participants with the same courtesies as other customers with respect to both WIC Approved Food prices and services. Vendors may not treat WIC Participants differently from other customers by conducting the WIC Transaction indiscreetly or commenting negatively or offering opinions relative to the WIC Participant's

use of WIC Benefits, or engaging in verbal abuse of any kind (i.e., yelling or loudly announcing “WIC”).

- **Return any lost EBT Card(s)** - Vendors must return any lost EBT Card(s) found in the store and unclaimed for 24 hours to LA WIC.

WIC EBT PROCESSING

L3 Certification. All Vendor’s EBT systems must be Level 3 (L3) Certified. NOTE: Self-checkout terminals must be certified in addition to and separately from a Vendor’s regular check-out terminals prior to Participant use.

POS Changes. Vendors must notify LA WIC of any planned POS system or provider change. Changes to the POS system or changes in POS providers may require additional in-store certification.

Change in Location. Vendors must notify LA WIC of any planned change in location. Changes in location that results in termination of the Vendor Agreement will require additional in-store certification regardless of the distance moved.

Scanning Issues. If an item is a WIC Approved Food Item but is not scanning as a WIC Approved Food Item, the Vendor should:

- Submit a request to add the Food Item using the UPC Addition Request Form, or
- If the item is produce, map the produce item using the Fresh Fruit and Vegetables Mapping Requirements, both available on the [LA WIC Authorized Vendor Hub](#).
- A Vendor who fails to properly map WIC Approved Food Items may be subject to sanction (See the Sanction Schedule within this Vendor Guide).

Claim File Submissions. Vendors must submit WIC Transaction batch files no more often than once every 24 hours nor less frequently than the 15th day of the month following the month in which the WIC Transaction occurred. Vendors must accept financial liability for any WIC Transaction submitted for payment after the 15th day following the month during which the WIC Transaction occurred.

System Download Requirements. Vendors must connect their POS system to LA WIC’s EBT processor/banking system at least once every 48 hours to download the Approved Product List (APL), the current Invalid Primary Account Number (PAN) Hot Card List file, Error file, and Auto-Reconciliation (settlement) file. Vendors must accept financial liability for WIC EBT benefit redemptions resulting from hot card transactions if the Vendor has NOT connected to the Program’s EBT System within a contiguous forty-eight (48) hour period of time and updated the Hot Card List file information.

MARLs. The amount submitted by a Vendor may be adjusted by LA WIC’s EBT processor/banking system so as not to exceed the peer group appropriate Maximum Allowable Reimbursement Level (MARL). See the MARLs Section of this Vendor Guide.

Offset. ACH may also be used for collecting any unpaid claims or fines by offsetting the claim against current and subsequent amounts to be paid to the Vendor or refer such amounts to the Office of Debt Recovery.

Processing Resources. The [LA WIC Authorized Vendor Hub](#) contains the following links relative to WIC EBT Processing:

- Authorized Product List (APL)
- Category and Sub-Category Food Redemption Report
- Procedure to add a Universal Product Code (UPC) to the Authorized Product List (APL)
- UPC Addition Request Form
- Fresh Fruit and Vegetables Mapping Requirements
- TIG and Operating Rules

WIC TRANSACTION DISPUTES

A Vendor may dispute the payment for WIC Transactions (“Dispute”) resulting from late submission of WIC Transaction batch files and/or submission of malformed Transactions. LA WIC will consider Disputes as specified in the Policy Manual.

Each Dispute will be evaluated based on its merit. The burden of proof rests with the Vendor and there is no guarantee that the Dispute will be resolved in favor of the Vendor. LA WIC is the sole arbiter of Disputes submitted for resolution. LA WIC’s assessment and determination of the Dispute are final and not subject to further review. There is no guarantee the disputes will be resolved in favor of the vendor.

Disputes involving \$500 or more require approval from the USDA before payment can be authorized.

Solely at its discretion, LA WIC reserves the right to consider reimbursements for circumstances other than those identified above, and/or make adjustments to Vendor payments in the Vendor’s favor when it comes to LA WIC’s attention that a Vendor(s) has been underpaid.

To submit a dispute, Vendors must use the [LA WIC Transaction Dispute Form](#) available on the [LA WIC Authorized Vendor Hub](#). LA WIC requires that all Disputes must be received within 60 days of the WIC Transaction date.

HANDLING OF IN-STORE PROMOTIONS FOR WIC PARTICIPANTS

Vendors often offer in-store promotions. For the purpose of this section, in-store promotions include Vendor and manufacturer discounts, and Vendor incentive items.

Vendors are required to offer WIC Participants and proxies the same courtesies that are offered to other (non-WIC) customers. See 7 CFR § 246.12(h)(3)(iii).

- **Equitable Treatment.** Vendors may not treat WIC Participants differently from other customers by excluding them from in-store promotions—this includes disallowing the use of coupons or other Vendor discounts in WIC Transactions that are allowed in non-WIC Transactions. Similarly, Vendors may not treat WIC Participants differently by offering them incentive items, Vendor discounts, coupons or other promotions that are not offered to other customers.
- **Same Courtesies.** Vendors must offer WIC Participants the same treatment as other customers such as, but not limited to helping the customer to obtain an item from a shelf or from behind a counter, bagging food for the customer, and assisting the customer with loading the food into a vehicle. Vendors must treat WIC Participants with the same courtesies as other customers with respect to both WIC Approved Food prices and services. Vendors may not treat WIC Participants differently from other customers by conducting the WIC Transaction indiscreetly or commenting negatively or offering opinions relative to the WIC Participant’s use of WIC Benefits, or engaging in verbal abuse of any kind (i.e., yelling or loudly announcing “WIC”).

Vendors shall adhere to the Handling of In-Store Promotions for WIC Participants section of the Policy Manual.

- **All Vendors must adhere to the following:**
 - Discounts by Type
 - Buy One, Get One Free (BOGO)
 - Buy One, Get One at a Reduced Price
 - Free Ounces Added to Food Item by Manufacturer (Bonus Size Items)
 - Transaction Discounts
 - Store Loyalty/Rewards Cards
 - Manufacturers’ Cents Off Coupons
 - Cash back is not permitted as a result of any type of in-store promotion in any WIC Transaction at any type of Vendor. All discounts must be applied to the WIC Transaction.
- **Above-50-Percent (A50) Vendors must also adhere to the following:**
 - **Prohibited Incentive Items.** Vendors deriving or expecting to derive more than 50% of their annual food sales revenue from WIC Transactions must agree to neither provide nor advertise nor indicate an intent to provide customers with any prohibited incentive items, as determined by LA WIC (see Sanctions section of this Vendor Guide).
 - **Maximum Discount.** Above-50-percent Vendors may **not** provide discounts to customers when the food sales or specials (vendor discounts) exceeded more than \$2.00 in cost to the vendor for the food items involved, subject to documentation. Such discounts cannot result in a charge to a WIC Transaction for foods in excess of the prescribed foods.

INFANT FORMULA SUPPLIER LIST

Vendors must purchase infant formula only from a source that appears on the [LA WIC Infant Formula Supplier List \(Supplier List\)](#). A Vendor that fails to purchase from a source on the Supplier List is in violation of vendor selection criteria. Vendors must provide infant formula to WIC Participants only in exchange for WIC Benefits specifying infant formula.

If a Vendor requests that a supplier be added to the Supplier List, LA WIC will consider that request.

HIGH-RISK VENDORS

A high-risk Vendor is defined as a Vendor who has a high probability of committing a Vendor violation(s). As mandated by USDA FNS, LA WIC must conduct Compliance Investigations of at least 5% of all Vendors each Federal fiscal year based on high-risk indicators or by random selection. Any store identified as high-risk may be subject to a Compliance Investigation and/or a Routine Monitoring Review in the current Federal fiscal year (October 1 through September 30). Nothing herein prevents LA WIC from conducting both a Routine Monitoring Review and a Compliance Investigation on the same Vendor.

COMPLIANCE INVESTIGATIONS AND ROUTINE MONITORING

At any time, LA WIC may, at its discretion, subject a Vendor to a Compliance Investigation and/or a Routine Monitoring Review.

Compliance Investigations – Compliance Buys. A Compliance Buy is a covert, on-site investigation in which a representative of LA WIC poses as a WIC Participant or proxy, transacts WIC Benefits, and does not reveal during the visit that he or she is an LA WIC representative.

A Compliance Buy Investigation on a Vendor is complete when:

- After any Compliance Buy, the Vendor has a violation(s) that does not require a pattern (sanctionable offense) and/or has a violation(s) that establishes a pattern resulting in sanction (See the Sanction Schedule within this Vendor Guide);
- After the first two (2) Compliance Buys have been conducted in which no program violations were found (sometimes referred to as “two Clean Buys”);
- After three (3) or more Compliance Buys when
 - The Vendor has at least two (2) “Clean Buys” and
 - No sanctionable offense(s) or pattern of violation(s) has been established (for violations requiring a documented pattern) and the Vendor has been issued a Warning Letter.

A Compliance Buy Investigation on a Vendor may be closed when no sanctionable offense(s) or pattern of violation(s) has been established within a twenty-four (24) consecutive month period.

For an initial instance of a Federal Mandatory Sanction Violation and/or a State Agency Vendor Sanction Violation requiring a pattern to impose sanctions, Vendors will be provided notice of and given an opportunity to correct violation(s) identified through a Compliance Buy unless the WIC Vendor Manager or designee determines, in their discretion and on a case-by-case basis, that

notifying the Vendor would compromise an Investigation. Documentation of the reason for non-notification may be placed in the Vendor's file.

If notice of violation(s) is provided, such notice may include a request for a Corrective Action Plan (CAP) and a follow-up Compliance Buy(s) will not occur until after the notice of the acceptance of the CAP is sent to the Vendor. LA WIC is not obligated to provide any additional notice for subsequent violations before imposing a sanction.

If a Vendor violation occurring during a Compliance Investigation affects the amount paid to the Vendor (e.g., WIC Transaction for Foods Not Received, a Vendor Overcharge, allowing the purchase of an Unauthorized Food Item), LA WIC shall establish a claim against the Vendor.

Compliance Investigations – Inventory Audit. LA WIC defines an Inventory audit as a process whereby LA WIC examines food invoices to determine if a Vendor has claimed reimbursement for the sale of an amount of a WIC Approved Food Item(s) that exceeds the store's documented inventory of that WIC Approved Food Item(s) at the WIC Approved Food Category Level for a specific period of time ("Deficiency").

LA WIC considers each Deficiency for each WIC Approved Food Item at the WIC Approved Food Category Level occurring within each thirty (30) day audit sub-period as a violation that will count toward the establishment of a pattern of claiming reimbursement for the sale of an amount of a specific WIC Approved Food Item at the WIC Approved Food Category Level that exceeds the store's documented inventory.

LA WIC will review invoices received to determine that the invoices are

- within the period requested,
- for the Vendor being investigated,
- from an inventory record showing all WIC purchases from permitted wholesalers, that contains the following information:
 - the name of the Vendor being investigated
 - the date of purchase
 - the wholesaler's name
 - invoice number
 - the WIC item size, quantity and brand of each specific WIC Approved Food purchased.
- from a source that appears on the LA WIC Infant Formula Supplier List

In its sole discretion, LA WIC may accept invoice spreadsheets sent to LA WIC directly from wholesalers.

Any invoices submitted by the Vendor which fail to meet the criteria above, shall be excluded from the Inventory Audit calculation and could lead to required recoupment from the Vendor and/or sanctions. LA WIC may refer Vendors that submit invoices from improper suppliers without an LDH permit to operate to Sanitarian Services.

If the Vendor fails to produce the requested invoices within the required timeframe, LA WIC will exclude the initial inventory count from the audit calculation and will consider the Vendor deficient in all audit items for the each thirty (30) day audit sub-period. The Vendor may be subject to sanction.

An Inventory Audit Investigation on a Vendor is complete when (Note: LA WIC may complete the Inventory Audit prior to sanctioning a Vendor for any violation(s) noted over the course of the Inventory Audit Investigation):

- the Vendor is determined to be compliant (a Clean audit),
- the Vendor has a violation(s) that does not require a pattern (sanctionable offense) and/or has a violation(s) establishes a pattern, resulting in Sanction (See the Sanction Schedule within this Vendor Guide)
- no sanctionable offense(s) or pattern of violation(s) has been established (for violations requiring a documented pattern) and the Vendor has received a Warning Letter and returned an acceptable Corrective Action Plan (CAP) within the timeframe established by LA WIC.

An Inventory Audit Investigation on a Vendor may be closed when no sanctionable offense(s) or pattern of violation(s) has been established within a twenty-four (24) consecutive month period.

If an Inventory Audit reveals Deficiencies, LA WIC shall establish a claim against the Vendor by the end of the Investigation. The claim against the Vendor will be the total amount of all Deficiencies identified over the course of the audit.

Vendors will not be provided notice of and given an opportunity to correct violations identified through an Inventory Audit.

Routine Monitoring Review. Routine Monitoring is an overt, on-site monitoring review during which program representatives identify themselves to Vendor personnel.

A Routine Monitoring Review on a Vendor is complete when:

- after the initial routine monitoring visit
 - the Vendor is determined to be compliant (a Clean visit),
 - the Vendor has a violation(s) that does not require a pattern (sanctionable offense) and/or has a violation(s) that establishes a pattern, resulting in Sanction (See the Sanction Schedule within this Vendor Guide)
- after two routine monitoring visits
 - the Vendor has a sanctionable offense(s) and/or a violation(s) that establishes a pattern, resulting in Sanction (See the Sanction Schedule within this Vendor Guide)
 - no sanctionable offense(s) and/or pattern of violation(s) has been established (for violations requiring a documented pattern) and the Vendor has received a Warning Letter and returned an acceptable Corrective Action Plan (CAP) within the timeframe established by LA WIC, if requested

A Routine Monitoring Review on a Vendor may be closed when no sanctionable offense(s) and/or pattern of violation(s) has been established within a twenty-four (24) consecutive month period.

SANCTION SCHEDULE

Vendors must always adhere to all LA WIC Vendor Rules and Regulations. Sanctions may be imposed for instances of non-compliance. Some of these sanctions are mandated in Federal Regulations governing LA WIC, while others are in the Louisiana Administrative Code (LAC).

A vendor violation is defined as any intentional or unintentional action of a Vendor's current owners, officers, managers, agents, or employees (with or without the knowledge of management) that violates the LA WIC Vendor Rules and Regulations. Vendors are fully responsible for violation(s) of LA WIC Vendor Rules and Regulations committed by its owners, officers, managers, employees, agents, representatives, or other individuals who directly or indirectly participate in the Vendor's operations.

LA WIC defines a pattern for each violation as indicated in the Sanction Schedule, below.

Any violation(s) identified through any means will count toward the establishment of a pattern for purposes of sanction (for those sanctions that require a pattern of violations) as long as the violation(s) occurs within a twenty-four (24) consecutive month period.

Compliance Investigations and/or Routine Monitoring Reviews should be completed within a twenty-four (24) consecutive month period. If a no sanctionable offense(s) or pattern of violation(s) has been established within a twenty-four (24) consecutive month period, the Investigation and/or Review may be closed administratively at the sole discretion of LA WIC. Any violation identified during the course of those Investigations and/or Reviews or other analysis of data and records will count towards establishing a pattern of violations for sanction.

Unaddressed violations will carry from one agreement period to the next.

Federal Regulations mandate that LA WIC notify USDA FNS SNAP that it has either disqualified or issued a CMP for any Federal Mandatory Sanction. See 7 CFR §246.12(l)(1)(xi). Disqualification from WIC may result in disqualification from the Supplemental Nutrition Assistance Program (SNAP) and such SNAP disqualification is not subject to administrative or judicial review under the SNAP. See 7 CFR §246.12(h)(3)(xxvi).

The Sanction Schedule applicable to Vendors is as follows:

Federal Mandatory Vendor Sanction Violation (See LAC 48:V.4509.B.-B.4.b.)	Pattern of Violations Required?	Number of Instances to Establish a Pattern	Federal Sanction Disqualification Period	SNAP Notification Required?
Conviction of trafficking in WIC benefits.	No	1	Permanent	Yes
Conviction of selling firearms, ammunition, explosives, or controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)) in exchange for WIC benefits.	No	1	Permanent	Yes
One incidence of buying or selling WIC benefits for cash (trafficking).	No	1	6 years	Yes
One incidence of selling firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, as amended, in exchange for WIC benefits.	No	1	6 years	Yes
One incidence of the sale of alcohol, alcoholic beverages, or tobacco products in exchange for WIC benefits.	No	1	3 years	Yes
A pattern of claiming reimbursement for the sale of an amount of a specific WIC Approved Food Items (at the category level) that exceeds the store's documented inventory of that supplemental food item at the supplemental food category level for a specific period of time.	Yes	2	3 years	Yes
A pattern of vendor overcharges.	Yes	3	3 years	Yes
A pattern of receiving, transacting and/or redeeming WIC benefits outside of authorized channels, including the use of an unauthorized vendor and/or an unauthorized person.	Yes	2	3 years	Yes
A pattern of charging for WIC Approved Food Items not received by the WIC participant.	Yes	3	3 years	Yes
A pattern of providing credit or non-food items—other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, as amended—in exchange for WIC benefits.	Yes	2	3 years	Yes
A pattern of providing unauthorized food items in exchange for WIC benefits, including charging for supplemental foods provided in excess of those listed on the WIC EBT card.	Yes	3	1 year	Yes

Federal Mandatory Vendor Sanction Violation (See LAC 48:V.4509.B.-B.4.b.), cont.	Pattern of Violations Required?	Number of Instances to Establish a Pattern	Federal Sanction Disqualification Period	SNAP Notification Required?
A pattern of an above-50-percent Vendor providing prohibited incentive items to WIC Participants as set forth in Federal Regulations, 7 CFR §246.12(g)(3)(iv) and LAC Title 48:V.4503.D.8.	Yes	3	1 year	Yes

State Agency Vendor Sanction (See LAC 48:V.4509.E.)	Pattern of Violations Required?	Number of Instances to Establish a Pattern	State Agency Sanction Disqualification Period	SNAP Notification Required?
Providing cash for returned WIC Approved Food Items purchased with WIC benefits.	Yes	3	1 year	No
Failing to comply with WIC transaction procedures outlined in the Vendor Guide and Policy Manual.	Yes	3	1 year	No
Stocking or selling WIC Approved Food Items that are expired or otherwise not fresh, as determined by LA WIC.	Yes	3	1 year	No
Failing to participate in and complete training, as scheduled and required by LA WIC.	Yes	2	1 year	No
Failing to maintain or provide the State agency with required information by the due date identified.	Yes	2 (of the same request)	1 year	No
Failing to notify LA WIC of instances in which a WIC Participant or proxy has failed to comply with WIC Program requirements.	Yes	3	1 year	No
Failing to provide to WIC Participants or proxies the same courtesies as offered to other customers.	Yes	3	1 year	No
Failing to implement a corrective action plan imposed by LA WIC.	Yes	3	1 year	No
Any other violation of the Vendor rules and regulations, except for the federal mandatory vendor sanctions, for which a longer disqualification period is required.	Yes	3 (of the same requirement)	1 year	No

Vendor Selection Criteria (See LAC 48.V.4503.D.)

- Vendors must meet all Vendor Selection Criteria at all times
- Vendors who fail to meet any Selection Criteria at any time may have their vendor Agreement with LA WIC terminated
- A pattern of non-compliance is NOT required prior to Sanction (termination)
- Vendors who are terminated for failing to meet Vendor Selection Criteria may not reapply for LA WIC Vendor Authorization for one year
- Each of the following constitutes cause for termination of the Vendor Agreement:

Failure to be currently authorized and participating in the USDA Supplemental Nutrition Assistance Program (SNAP) and cannot have received a SNAP Civil Money Penalty (CMP) for which the disqualification period, if it had been imposed, would not yet have expired.

Failure to have a grocery class permit to operate issued for the current state fiscal year (the Louisiana state fiscal year runs from July 1 – June 30).

Failure to maintain the establishment in a clean, orderly and safe condition and comply with applicable health protection laws and ordinances as defined by Louisiana Department of Health's Office of Public Health, located at <http://ldh.louisiana.gov/index.cfm/page/448>.

Failure to be open a minimum of six (6) days and at least 48 hours per week.

Failure to have prices that are competitive with other Vendors in the Vendor's LA WIC-designated peer group, as determined by LA WIC's CPC.

Failure to have prices that are competitive with other Vendors in the Vendor's LA WIC-designated peer group, as determined by LA WIC's CPC.

Failure to display prices for WIC Approved Food Items on the foods or on the shelves/display area in immediate proximity to the foods.

Failure to stock and maintain sufficient quantities and varieties of all WIC Approved Food Items in accordance with LA WIC's Minimum Stock Requirements.

Failure to purchase infant formula only from sources included on LA WIC's list of infant formula manufacturers registered with the Food and Drug Administration (FDA) that provide infant formula, and infant formula wholesalers, distributors, and retailers licensed via a permit to operate.

Have been denied WIC authorization or had a prior WIC authorization terminated by the State agency within the past year for any reason other than the expiration of the vendor agreement, store closing, or store relocation.

Owners or management personnel have been formerly employed by Vendors disqualified from any USDA food program within the past year.

Owners or management personnel have been convicted of any felony within the past six years.

Owners or management personnel have been convicted of any federal, state, or local tax violations within the past six years.

Owners or management personnel have had a criminal conviction or civil judgment entered against them within the past six years for any activity indicating a lack of business integrity (including but not limited to fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, and obstruction of justice).

Failure to be in good standing with no unpaid or overdue balances owed to LA WIC.

Failure to provide truthful and accurate information to LA WIC or have had any Vendor Agreement terminated due to false or inaccurate information provided to LA WIC within the past 6 years.

Vendor Selection Criteria (See LAC 48:V.4503.D.), cont.

Failure to have access to a computer, with internet access, have an e-mail account that can be used to send messages to and receive messages from LA WIC, and be able to download and upload electronic documents sent/received via email or posted/requested on the Vendor Portal or any other online application used by LA WIC.
Failure to utilize a cash register system (with EBT capability) that performs split tender transactions and produces itemized receipts showing, date of purchase, items purchased, price of items purchased and the total sale amount, at a minimum.
Vendor derives or expects to derive more than 50% of annual food sales revenue from WIC Transactions.
Failure of an A-50 Vendor that is needed for participant access to agree to be placed in a Vendor peer group with other above-50-percent (A50) Vendors. Vendors within this peer group shall maintain WIC Approved Food Item prices at a level such that the average payment per FI for above-50-percent (A50) Vendors does not exceed the average payment per FI to regular Vendors.
Failure of an A-50 Vendor that is needed for participant access to agree to be placed in a Vendor peer group with other above-50-percent (A50) Vendors. Vendors within this peer group shall maintain WIC Approved Food Item prices at a level such that the average payment per FI for above-50-percent (A50) Vendors does not exceed the average payment per FI to regular Vendors.
Failure of an A-50 Vendor that is needed for participant access to agree to neither provide nor advertise nor indicate an intent to provide customers with any prohibited incentive items, including the following: <ul style="list-style-type: none">i. Goods or services which result in a conflict of interest or the appearance of such conflict for the Above-50-Percent (A50) Vendor, such as assistance with applying for WIC benefits.ii. Lottery tickets at no charge or below face value.iii. Cash gifts in any amount for any reason.iv. Anything made available in a public area as a complimentary gift which may be consumed or taken without charge.v. An allowable incentive item provided more than once per customer per shopping visit, regardless of the number of customers or food instruments involved, unless the incentive items had been obtained by the vendor at no cost or the total value of multiple incentive items provided during one shopping visit would not exceed the less-than-\$2 nominal value limit;vi. Food, merchandise or services of greater than the less-than-\$2 nominal value provided to the customer.vii. Food, merchandise sold to customers below cost, or services purchased by customers below fair market value.viii. Any kind of prohibited incentive item which incurs a liability for LA WIC.ix. Any kind of prohibited incentive item which violates any federal, state, or local law or regulations.
Failure to be a full-line grocery store, as defined in the Vendor Guide.

Second Mandatory Sanction. When a Vendor that has previously been assessed a sanction for any of the Federal Mandatory Vendor Sanctions, receives another sanction for any of the Federal Mandatory Vendor Sanctions, LA WIC must double the second sanction. Civil money penalties (CMPs) may only be doubled up to the limits allowed under Federal Regulations.

Third or Subsequent Mandatory Sanction. When a Vendor that previously has been assessed two or more sanctions for any of the Federal Mandatory Vendor Sanctions, receives another sanction for any of the Federal Mandatory Vendor Sanctions, LA WIC must double the third sanction and all subsequent sanctions. LA WIC may not impose a Civil Money Penalty (CMP) in lieu of disqualification for third or subsequent sanctions for Federal Mandatory Vendor Sanctions.

State Agency Vendor Sanctions. LA WIC identifies State Agency Vendor Sanction Violations, with the exception of failure to implement a Corrective Action Plan, as being subject to a Corrective Action Plan for an initial violation. Corrective Action Plans must be implemented by Vendors when required by LA WIC and can include, but are not limited to, store employee training, stock rotation training, and/or training on EBT Transactions Procedures.

Civil Money Penalty. Except where prohibited by Federal Regulation or in those cases of permanent Vendor disqualification, if LA WIC determines in its sole discretion that disqualification of the Vendor would result in inadequate participant access to WIC Approved Food Items, LA WIC shall impose a civil money penalty (CMP) in lieu of disqualification. Such CMP will be calculated in accordance with Federal Regulations for Federal Mandatory Sanction Violation(s) and/or in accordance with LA WIC Vendor Rules and Regulations for State Agency Vendor Sanction Violation(s). If a Vendor does not pay, only partially pays, or fails to make timely payment in lieu of disqualification, LA WIC shall disqualify the Vendor for the length of the disqualification corresponding to the violation for which the CMP was assessed.

Recoupment of Excess Payment. LA WIC will recoup excess payments made to the Vendor resulting from the Vendor's violation of the Vendor Agreement. Recoupment may include offset of excess payment against any current or subsequent amounts to be paid to the Vendor.

SNAP Disqualification. LA WIC will disqualify a Vendor who is disqualified from SNAP. The disqualification shall be for the same length of time as SNAP disqualification, may begin at a later date than SNAP disqualification, and is not subject to administrative or judicial review under LA WIC.

SNAP CMP. LA WIC will disqualify a Vendor who receives a CMP for hardship by SNAP. The length of such disqualification will correspond to the period for which the Vendor would otherwise have been disqualified in SNAP.

Mandatory Sanction by Another WIC State Agency. LA WIC will disqualify a Vendor that has been disqualified or assessed a CMP in lieu of disqualification by another WIC State agency for a Federal Mandatory Vendor Sanction. The length of the disqualification will be for the same length of time as the disqualification by the other WIC State agency or, in the case of a CMP in lieu of disqualification assessed by the other WIC State agency, for the same length of time for which the Vendor would otherwise have been disqualified. The disqualification may begin at a later date than the sanction imposed by the other WIC State agency.

Voluntary Withdrawal Not Accepted. Voluntary withdrawal of a Vendor and non-renewal of the Vendor Agreement as alternatives to WIC disqualification(s) will not be accepted, and the disqualification will be entered on the record.

Comprehensive Inclusion of Vendor Documents. Violation(s) of the requirements of this Vendor Guide and WIC Vendor Agreement not covered elsewhere in the sanction schedule may result in termination or disqualification, following provision to the Vendor of reasonable notice and opportunity to correct, where permitted by LA WIC Vendor Rules and Regulations.

Violation(s) may give rise to LA WIC's assessment of Vendor claims, fines, and penalties. Termination of the Vendor Agreement does not relieve the Vendor of the obligation to pay such assessments.

State Agency Actions. LA WIC will determine the action to be taken whenever Vendor fraud, abuse, or administrative violation(s) are discovered. If LA WIC determines that the Vendor has violated LA WIC Vendor Rules and Regulations, the Vendor may be required to develop and submit a Corrective Action Plan, the Vendor Agreement may be terminated, and/or the Vendor may be disqualified from participation in LA WIC for a period of no more than the maximum period allowed under Federal Regulations at 7 CFR part 246. To obtain reauthorization, Vendors who are disqualified or whose Vendor Agreement has been terminated must reapply and meet all current requirements for authorization.

Vendor Notification. LA WIC must notify a Vendor in writing when an Investigation reveals an initial incidence of a Federal Mandatory Sanction Violation and/or a State Agency Vendor Sanction Violation for which a pattern of incidences must be established in order to impose a sanction, before another such incidence is documented, unless LA WIC determines, in its discretion, on a case-by-case basis, that notifying the Vendor would compromise an Investigation. If notice of violation(s) is provided, such notice may include a request for a Corrective Action Plan (CAP). LA WIC is not obligated to provide any additional notice for subsequent violations before imposing a sanction. Notification will not be provided for a pattern of claiming reimbursement for the sale of an amount of a specific WIC Approved Food Item at the category level that exceeds documented inventory.

Effect on Other Stores Under Same Ownership. If an individual, partner, corporation, limited liability company, or other business structure is convicted of a criminal offense involving WIC, SNAP, or any other program funded and administered by the Food and Nutrition Service of the U.S. Department of Agriculture, all grocery stores wholly or partially owned or managed by the convicted individual, partnership, corporation, limited liability company, other business structure, or by a partner of a convicted partnership or an officer, director of a convicted corporation or a convicted limited liability company, shall be terminated from WIC Vendor Authorization and shall be ineligible for future WIC Vendor Authorization for the maximum period allowed by federal law and regulations. This termination and period of ineligibility shall occur whether or not the grocery store was the location at which the crime occurred, and regardless of any penalty imposed upon the convicted party by the court of competent jurisdiction. In accordance with the Vendor Agreement, the Vendor has a duty to notify LA WIC of such conviction and of the names and locations of all grocery stores wholly or partially owned or managed by the convicted party.

Legal Remedies Not Precluded by Sanction. Sanctions for Vendor violation(s) or Program abuse shall not be construed as excluding or replacing any criminal or civil sanctions or other remedies that may be applicable under any Federal and State statute or local ordinance. A Vendor who commits fraud or abuse of the Program is liable to prosecution under applicable Federal, State or local laws. Those Vendors who have willfully misapplied, stolen or fraudulently obtained Program funds will be subject to a fine of not more than \$25,000 or imprisonment for not more

than five years or both, if the value of the funds is \$100 or more. If the value is less than \$100, the penalties are a fine of not more than \$1,000 or imprisonment for not more than one year, or both.

Prosecution Referral. LA WIC will, where appropriate, refer Vendors who abuse the Program to Federal, State and local authorities for prosecution.

Notification to FNS. Federal regulations mandate that LA WIC notify FNS that it has either disqualified or imposed a Civil Money Penalty in lieu of disqualification for any of the Federal Mandatory Sanction Violations. Disqualification from WIC may result in disqualification from the Supplemental Nutrition Assistance Program (SNAP) and such SNAP disqualification is not subject to administrative or judicial review under the SNAP.

Establishing Claims. If LA WIC does not receive the full payment of monies owed by the Vendor, LA WIC will immediately begin to offset the total amount of the claim by making adjustments to pending and/or future batch files submitted by the Vendor. If for any reason the full amount of the claim is not satisfied, LA WIC may sanction the vendor and submit this matter to the Louisiana Department of Revenue, Office of Debt Recovery and/or commence action in the Nineteenth Judicial District Court to recover the outstanding claim amount and/or pursue any other remedies allowed WIC by law.

PARTICIPANT ACCESS

When a Vendor or vendor applicant fails to meet specific vendor selection criteria, LA WIC may assess the adequacy of participant access to WIC Approved Food Items prior to the termination of the Vendor Agreement and/or prior to the denial of a Vendor Application for WIC Authorization or Reauthorization.

When a Vendor is being considered for disqualification, LA WIC may assess the adequacy of participant access, except where such disqualification results from a conviction for WIC Transaction trafficking or conviction for illegal sales or from a third or subsequent sanction for Federal Mandatory Vendor Sanction Violations.

Inadequate participant access will be determined at the sole discretion of LA WIC. The validity or appropriateness of LA WIC's participant access criteria and determinations are not subject to administrative review. All Vendors, including Vendors determined necessary for participant access, are subject to reassessment at all times throughout the authorization period.

CIVIL MONEY PENALTIES (CMPS)

Except where prohibited by Federal Regulation or in those cases of permanent Vendor disqualification, if LA WIC determines in its sole discretion that disqualification of the Vendor would result in inadequate participant access to WIC Approved Food Items, LA WIC shall impose a civil money penalty (CMP) in lieu of disqualification. Such CMP will be calculated in accordance with Federal Regulations for Federal Mandatory Sanction Violation(s) and/or in accordance with LA WIC Vendor Rules and Regulations for State Agency Vendor Sanction Violation(s). If a

Vendor does not pay, only partially pays, or fails to make timely payment in lieu of disqualification, LA WIC shall disqualify the Vendor for the length of the disqualification corresponding to the violation for which the CMP was assessed with no return of any monies already paid by the Vendor.

When during the course of a single Investigation a Vendor has committed multiple violations, LA WIC must impose a CMP for each violation

The CMP for a Federal Mandatory Sanction Violation(s) shall not exceed the maximum amount specified in Federal Regulations 7 CFR§ 246.12(l)(1)(x)(C) and 7 CFR §3.91(b)(3)(v).

The CMP for a State Agency Sanction Violation(s), shall not exceed \$2500.00 for each violation.

Federal Regulations mandate that LA WIC notify FNS that it has either disqualified or imposed a CMP in lieu of disqualification for any of the Federal Mandatory Sanction Violations.

DISQUALIFICATION

LA WIC may disqualify a Vendor that fails to meet LA WIC Vendor Rules and Regulations and/or who commits a Federal Mandatory Sanction Violation or State Agency Sanction Violation. If a Vendor is disqualified, LA WIC will terminate the Vendor Agreement.

Disqualification from LA WIC for any Federal Mandatory Vendor Sanction may result in disqualification from the Supplemental Nutrition Assistance Program (SNAP); such SNAP disqualification is not subject to administrative or judicial review under SNAP. SNAP will be notified of any Vendor disqualified for a Federal Mandatory Vendor Sanction after all appeal rights of the Vendor have been exhausted.

Voluntary withdrawal of a Vendor and non-renewal of the Vendor Agreement as an alternative to a LA WIC disqualification, will not be permitted.

A Vendor that has been disqualified will not be automatically reinstated. Vendors who are disqualified must reapply after the disqualification period and meet all current requirements for authorization.

A Vendor that has been disqualified shall not transact WIC Benefits during the disqualification period. WIC Transactions that take place after the effective date of the disqualification and that have resulted in payment to the Vendor are subject to recoupment.

Disqualification of a Vendor does not relieve the Vendor of the obligation to repay any monies claimed by and owed to LA WIC, including, but not limited to, Inventory Audit Deficiencies, WIC Transaction for Foods Not Received, a Vendor Overcharge, allowing the purchase of an Unauthorized Food Item, etc.

TERMINATION

LA WIC may terminate a Vendor for failure to meet LA WIC Rules and Regulations and/or vendor selection criteria. If a Vendor is disqualified, LA WIC will also terminate the Vendor Agreement.

Voluntary withdrawal of a Vendor and non-renewal of the Vendor Agreement as an alternative to an LA WIC termination will not be permitted and LA WIC will not accept a Vendor request to terminate the Vendor Agreement in lieu of a disqualification or Civil Money Penalty (CMP).

LA WIC will not administer a CMP in lieu of termination. A Vendor that has been terminated from LA WIC will not automatically be reinstated. Vendors whose Vendor Agreements have been terminated must reapply and meet all current requirements for authorization.

A Vendor whose agreement is terminated for reasons other than expiration of the Agreement, change of ownership, store closing or store relocation cannot reapply to become a new Vendor until one (1) year from the date of termination. A Vendor whose agreement has been terminated shall not transact WIC Benefits during the termination period. WIC Transactions that take place after the effective date of the termination and that have resulted in payment to the Vendor are subject to recoupment.

Termination of the Vendor Agreement does not relieve the Vendor of the obligation to repay any monies claimed by and owed to LA WIC, including, but not limited to, Inventory Audit Deficiencies, WIC Transactions for Food Not Received, Vendor Overcharge, Unauthorized Food Items, etc.

ADMINISTRATIVE REVIEW OF STATE AGENCY ADVERSE ACTIONS

A Vendor or vendor applicant that has an adverse action taken against it by LA WIC will be provided written notification of the adverse action.

If the adverse action is a denial of WIC Authorization or a permanent disqualification imposed under 7 CFR §246.12(l)(1)(i), the adverse action will be effective on the date of receipt of the notice of adverse action. Otherwise, the adverse action will be effective on the date noted in the notification and will remain in place during the administrative review.

Adverse actions taken by the LA WIC that affect Vendors or vendor applicants may be subject to administrative review, if appealed.

If the Vendor or vendor applicant wishes to appeal the decision, the Vendor or vendor applicant must submit a request for appeal stating the reason for the appeal. The request must be submitted to LA WIC within fifteen (15) calendar days after the receipt of LA WIC's written notification of adverse action. The notice of adverse action will include the mailing address to submit a request for appeal and LA WIC's contact information.

Adverse actions subject to administrative review include the following:

1. Denial of authorization based on the application of the vendor selection criteria for minimum variety and quantity of approved supplemental foods.
2. Denial of authorization based on a determination that the Vendor is attempting to circumvent a sanction.
3. Termination of an agreement for cause.
4. Disqualification, except as a result of a disqualification from SNAP.
5. Imposition of a fine or a civil money penalty in lieu of disqualification.
6. Denial of authorization based on the vendor selection criteria for business integrity.
7. Denial of authorization based on the selection criteria for a current SNAP disqualification or civil money penalty for hardship.
8. Denial of authorization based on the application of the vendor selection criteria for competitive price.
9. The application of the State agency's vendor peer group criteria and the criteria used to identify Vendors that are above-50-percent Vendors or comparable to above-50-percent Vendors.
10. Denial of authorization based on a State agency-established vendor selection criterion if the basis of the denial is a WIC vendor sanction or a SNAP withdrawal of authorization or disqualification.
11. Denial of authorization based on the State agency's limiting criteria, if any.
12. Denials of authorization because a vendor submitted its application outside the timeframes during which applications are being accepted and processed.
13. Termination of an agreement because of a change in ownership or location or cessation of operations.
14. A civil money penalty imposed in lieu of disqualification based on a SNAP disqualification.
15. Disqualification based on the imposition of a SNAP civil money penalty for hardship.
16. Denial of an application based on a determination of whether an applicant vendor is currently authorized by SNAP.

A Vendor or vendor applicant who files a timely and proper appeal request for those actions subject to administrative review will be provided:

1. Adequate advance notice of the time and place of the administrative review to provide all parties involved sufficient time to prepare for the review and at least one opportunity to reschedule the administrative review date upon specific request.
2. The opportunity to examine, prior to the review, the evidence upon which LA WIC's action is based.
3. The opportunity to be represented by counsel.
4. The opportunity to cross-examine adverse witnesses (when necessary to protect the identity of witnesses, they may be cross-examined behind a protective screen or other device).
5. The opportunity to present its case.

6. An impartial decision-maker, whose determination is based solely on whether LA WIC has correctly applied Federal and State statutes, regulations, policies, and procedures governing LA WIC, according to the evidence presented at the review.
7. Written notification of the review decision, including the basis for the decision, within 90 days from the date of receipt of a vendor's request for an administrative review. These timeframes are only an administrative goal for LA WIC and do not provide a basis for overturning the adverse action if a decision is not made within the specified timeframe.

Actions not subject to administrative review:

1. The validity or appropriateness of LA WIC's vendor limiting criteria, if any.
2. The validity or appropriateness of LA WIC's vendor selection criteria for minimum variety and quantity of supplemental foods, business integrity, and current SNAP disqualification or civil money penalty for hardship.
3. The validity or appropriateness of LA WIC's selection criteria for competitive price, including, but not limited to, vendor peer group criteria and the criteria used to identify Vendors that are above-50-percent Vendors or comparable to above-50-percent Vendors.
4. The validity or appropriateness of LA WIC's participant access criteria and the State agency's participant access determinations.
5. LA WIC's determination to include or exclude an infant formula manufacturer, wholesaler, distributor, or retailer from the list of businesses from which a Vendor may purchase infant formula pursuant to selection criteria.
6. The validity or appropriateness of LA WIC's prohibition of incentive items and LA WIC's denial of an above-50-percent Vendor's request to provide an incentive item to customers.
7. LA WIC's determination whether to notify a Vendor in writing when an investigation reveals an initial violation for which a pattern of violations must be established in order to impose a sanction.
8. LA WIC's determination whether a Vendor had an effective policy and program in effect to prevent trafficking and that the ownership of the Vendor was not aware of, did not approve of, and was not involved in the conduct of the violation.
9. Denial of authorization if LA WIC's vendor authorization is subject to the procurement procedures applicable to the State agency.
10. The expiration of a Vendor's Agreement.
11. Disputes regarding WIC transactions and vendor claims (other than the opportunity to justify or correct a vendor overcharge or other error).
12. Disqualification of a Vendor as a result of disqualification from SNAP.

If the action being appealed by the Vendor or vendor applicant is a termination or denial of WIC Authorization due to the failure to meet the vendor selection criteria of price competitiveness, pursuant to federal guidance, LA WIC will not provide the Vendor or vendor applicant with the analysis used to determine price competitiveness. Instead, LA WIC may publish the Statewide Average Prices for all WIC Approved Food Item(s) from the time period of the previous CPC Analysis. LA WIC will also provide the Administrative Law Judge with the analysis used to determine price competitiveness so that the Administrative Law Judge may make a determination

of whether or not LA WIC followed policy and procedure in arriving at its conclusion regarding price competitiveness.

A Vendor who is permitted to continue its operations while its appeal is pending is not relieved of the continued responsibility of compliance with the terms of any written agreement with LA WIC.

A Vendor cannot claim and is not entitled to money for loss of WIC sales during the pendency of an appeal of an adverse action. If the Vendor is reinstated following a successful administrative review of an adverse action taken by LA WIC, the Vendor cannot claim and is not entitled to retroactive payments and/or compensation for revenues lost for the period of time the Vendor was not on the program. See 7 CFR §246.12(l)(1)(i).

Unless otherwise noted, administrative review decisions are the final action of LA WIC.

- LA WIC reserves the right to file additional motions for reconsideration as well as motions for re-appeal. LA WIC is under no obligation to immediately reinstate the Vendor during ongoing proceedings.
- If the administrative review yields a decision in favor of LA WIC, the Vendor may pursue judicial review of the decision.
- If the administrative review yields a decision in favor of the Vendor, the Vendor will be reinstated provided the Vendor Agreement has not expired during ongoing proceedings.

COMPLAINTS

Civil rights complaints and nondiscrimination statement. In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g. Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:** U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

2. **fax:** (833) 256-1665 or (202) 690-7442; or

3. **email:** program.intake@usda.gov

This institution is an equal opportunity provider.

Participant Complaints. Vendors may notify and file complaints against WIC Participants by using the [LA WIC Participant Complaint Form](#)

DEFINITIONS

The following terms are defined for the purposes of this Vendor Guide and for all agreements, guidelines, instructions, forms and other documents related hereto.

Above-50-Percent (A50) Vendors: Vendors that derive more than 50 percent of their annual food sales revenue from WIC food instruments, and new vendor applicants expected to meet this criterion under guidelines approved by FNS. A50 Vendors are subject to payment limitations that ensure that the prices of A50 Vendors do not result in higher total food costs if WIC Participants transact their food instruments at A50 Vendors rather than at non-A50 (“Regular”) Vendors.

Administrative Review: A procedure by which a Vendor may appeal specified adverse actions by LA WIC to the Division of Administrative Law.

Authorized WIC Vendor (Vendor): A store owned by a sole proprietorship, partnership, cooperative association, corporation, or other business entity that is authorized by LA WIC to provide WIC Approved Food Items to WIC Participants under a retail food delivery system. Each store must have a single, fixed location and must be authorized separately from other stores owned by the business entity. Only Authorized WIC Vendors may transact WIC Benefits.

Automated Clearing House (ACH): An electronic payment mechanism used by the banking system to make and adjust payments to Authorized WIC Vendors. LA WIC’s bank credits Vendors’ bank accounts with a reimbursement amount for actual selling price up to an amount for each WIC Approved Food Item for each peer group as established by LA WIC in accordance with the Vendor Agreement. ACH is used to adjust payments that exceed the Maximum Allowable Reimbursement Level (MARL). ACH may also be used for collecting any unpaid claims or fines.

Cessation of Vendor Operations: When a Vendor is no longer conducting business as a Vendor, merchant and/or store and/or when a Vendor ceases to conduct WIC Transactions for six (6) consecutive months.

Change of Location. The move of a WIC Vendor from one physical address to another address.

Change of Ownership: A change that results when all of the assets of the store are sold or transferred to a new owner or business entity. See the Notification Required due to Change of Ownership, Availability and/or Location section of this Vendor Guide.

Civil Money Penalty (CMP): A CMP is a monetary penalty amount imposed in lieu of disqualification for a sanction due to inadequate participant access.

Competitive Price Criteria (CPC): The prices a Vendor or vendor applicant charges for a selection of WIC Approved Food Items as compared to the prices charged by other Vendors within the vendor peer group. CPC is a selection criterion, and all Vendors are subject to CPC at all times in order to ensure cost containment.

Compliance Buy: A covert, on-site investigation in which a representative of LA WIC poses as a WIC Participant, parent, or caretaker of an infant or child participant, or proxy, conducts one or more WIC Transactions, and does not reveal during the visit that he or she is an LA WIC representative.

Compliance Investigation: A Compliance Buy(s) and/or and Inventory Audit(s)

Confidential Participant Information: In the context of LA WIC, not using or disclosing any confidential applicant or WIC Participant information gathered as a result of participation in LA WIC. Confidential applicant and WIC Participant information is any information about an applicant or WIC Participant, whether it is obtained from the applicant or WIC Participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or WIC Participant and/or family member(s). Applicant or WIC Participant information is confidential, regardless of the original source. Vendors are required to keep confidential the customer's eligibility for and receipt of WIC Benefits.

Confidential Vendor Information: In the context of LA WIC, not using or disclosing any Vendor information gathered as a result of participation in LA WIC. Pursuant to 7 CFR. §246.26(e), confidential Vendor information is any information about a Vendor (whether it is obtained from the Vendor or another source) that individually identifies the Vendor, except for Vendor's name, address, telephone number, website, e-mail address, store type, and authorization status.

Corrective Action Plan (CAP): A plan submitted by a Vendor to take remedial action to correct a violation(s) of LA WIC Vendor Rules and Regulations. A Vendor shall implement a CAP as required by LA WIC.

Courtesies: LA WIC requires Vendors to offer WIC Participants the same courtesies that are offered to other customers, such as, but not limited to helping the customer to obtain an item from a shelf or from behind a counter, bagging food for the customer, and assisting the customer with loading the food into a vehicle. Vendors must treat WIC Participants with the same courtesies as other customers with respect to both WIC Approved Food prices and services. Vendors may not treat WIC Participants differently from other customers by conducting the WIC Transaction indiscreetly or commenting negatively or offering opinions relative to the WIC Participant's use

of WIC Benefits, or engaging in verbal abuse of any kind (i.e., yelling or loudly announcing “WIC”).

Days: Calendar days

Disqualification: The act of ending the program participation of a WIC Participant, Vendor, or authorized state or local agency.

Electronic Benefit Transfer (EBT): A method that permits electronic access to WIC Benefits using a card (WIC EBT) or other access device approved by the Secretary of Agriculture.

Electronic Benefit Transfer (EBT) Capable: Demonstration by a Vendor or vendor applicant that its cash register system or payment device can accurately and securely obtain WIC food balances associated with an EBT card, maintain the necessary files such as the Authorized Product List (APL), hot card file and claim file and successfully complete WIC EBT purchases.

Electronic Benefit Transfer Card (WIC EBT card): A card replacing paper vouchers, checks, and coupons that is used by a WIC Participant to obtain WIC Approved Food Items.

Equitable Treatment: Federal Regulations at 7 C.F.R. §246.12(h)(3)(iii) require Vendors to offer WIC Participants the same courtesies that are offered to other (non-WIC) customers. Vendors may not treat WIC Participants differently from other customers by excluding them from in-store promotions—this includes disallowing the use of coupons or other Vendor discounts in WIC Transactions that are allowed in non-WIC Transactions. Similarly, Vendors may not treat WIC Participants differently by offering them incentive items, Vendor discounts, coupons or other promotions that are not offered to other customers.

FNS: The Food and Nutrition Service of the U.S. Department of Agriculture.

Food Costs: The costs of supplemental foods, determined in accordance with 7 CFR §246.14(b).

Food Delivery System: The method used by state and local agencies to provide supplemental foods to WIC Participants.

Food Sales: Sales of all SNAP eligible foods intended for home preparation and consumption, including meat, fish, and poultry; bread and cereal products; dairy products; and fruits and vegetables. Food items such as condiments and spices, coffee, tea, cocoa, and carbonated and noncarbonated drinks may be included in food sales when offered for sale along with foods in the categories identified above. Food sales do not include sales of any items that cannot be purchased with SNAP benefits, such as hot foods or food that will be eaten in the store.

Fraud: A misrepresentation or a suppression of the truth, regarding any and all LA WIC matters, made with the intention either to obtain an unjust advantage for party or to cause a loss or inconvenience to the other.

Full-Line Grocery Store: A retail food store/market (as defined under LAC 51:XXIII.101.A.) that stocks, and has on hand at all times, at least:

- a. 5 varieties of cereal with 5 or more units of each variety;
- b. 3 varieties of bread or tortillas with 5 or more units of each variety;
- c. 4 varieties of fresh fruits with at least 5 units of each variety;
- d. 4 varieties of fresh vegetables with at least 5 units of each variety; and
- e. 4 varieties of fresh or frozen meat, poultry or fish with at least 5 units of each variety;
- f. 2 varieties of rice with 6 or more units of each variety.

Incentive Items/Incentives: An item or service provided by a Vendor to attract customers or encourage customer loyalty. A50 Vendors must agree to neither provide nor advertise, nor indicate an intent to provide participants with any incentive items including, but not limited to, the following:

- a. Goods or services which result in a conflict of interest or the appearance of such conflict for the Above-50-Percent (A50) Vendor, such as assistance with applying for WIC benefits.
- b. Lottery tickets at no charge or below face value.
- c. Cash gifts in any amount for any reason.
- d. Anything made available in a public area as a complimentary gift which may be consumed or taken without charge.
- e. An allowable incentive item provided more than once per customer per shopping visit, regardless of the number of customers or food instruments involved, unless the incentive items had been obtained by the vendor at no cost or the total value of multiple incentive items provided during one shopping visit would not exceed the less-than-\$2 nominal value limit;
- f. Food, merchandise or services of greater than the less-than-\$2 nominal value provided to the customer.
- g. Food, merchandise sold to customers below cost, or services purchased by customers below fair market value.
- h. Any kind of prohibited incentive item which incurs a liability for LA WIC.
- i. Any kind of prohibited incentive item which violates any federal, state, or local law or regulations.

Infant Formula: A food that meets the definition of an infant formula in section 201(z) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 321(z)) and that meets the requirements for an infant formula under section 412 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 350a) and the regulations at 21 CFR parts 106 and 107.

Inventory Audit: The Louisiana WIC Program (LA WIC) defines an Inventory Audit as a process whereby LA WIC examines food invoices to determine if an Authorized WIC Vendor (Vendor) has claimed reimbursement for the sale of an amount of a WIC Approved Food Item(s) that exceeds the store's documented inventory of that WIC Approved Food Item(s) at the WIC Approved Food Category Level for a specific period of time.

Inventory Audit Deficiency (Deficiency): If a Vendor has claimed reimbursement for the sale of an amount of a WIC Approved Food Item(s) that exceeds the store's documented inventory of that WIC Approved Food Item(s), their audit shall reflect a shortage, herein referred to as a "Deficiency."

Maximum Allowable Reimbursement Level (MARL): The highest reimbursement amount for WIC Approved Food Items for each vendor peer group.

Participants: Pregnant women, breastfeeding women, postpartum women, infants and children up to their fifth birthday who are currently enrolled in LA WIC and are receiving WIC Approved Food Items under the program, and the breastfed infants of Participant breastfeeding women.

Participant Access: The ability of a WIC Participant to adequately access WIC Approved Food Items from Vendors. LA WIC has established participant access criteria in accordance with Federal Regulations at 7 CFR part 246.

Peer Group: A group of Vendors that is based on common characteristics or criteria that affect food prices. Vendors are grouped for management and cost containment purposes.

Price Adjustment (Adjustment): Changes made to the reimbursement amount by LA WIC, in accordance with the Vendor Agreement, to ensure that the payment to the Vendor complies with LA WIC's price limitations.

Proxy: Any person designated by a WIC Participant, or by a parent or caretaker of an infant or child Participant, to obtain and transact WIC Benefits and/ or to obtain WIC Approved Food Items on behalf of a WIC Participant. The proxy shall be designated consistent with LA WIC's procedures established pursuant to 7 CFR §246.12(r)(1). Parents or caretakers applying on behalf of child and infant WIC Participants are not proxies.

Regular Vendors (Non-A50): Vendors that do not meet the vendor selection criterion for Above-50-Percent (A-50) Vendors.

Routine monitoring: Overt, on-site monitoring review during which program representatives identify themselves to Vendor personnel.

Sanction: Adverse action, including but not limited to termination of the Vendor Agreement and/or disqualification or civil money penalties (CMPs), taken by LA WIC against a Vendor after a Vendor fails to comply with Vendor Rules and Regulations. The sanction schedule appears in the Vendor Guide, Policy Manual.

Sanctionable Offense: A Vendor violation that does not require a pattern resulting in Sanction.

State Agency: The state of Louisiana, Louisiana Department of Health, Office of Public Health, Center for Community and Preventive Health, Bureau of Nutrition Services.

Supplemental Foods (WIC Approved Food Items): Those foods containing nutrients determined by nutritional research to be lacking in the diets of pregnant, breastfeeding and

postpartum women, infants, and children, and foods that promote the health of the population served by LA WIC as indicated by relevant nutrition science, public health concerns, and cultural eating patterns, as prescribed by the Secretary in 7 CFR §246.10.

Supplemental Nutrition Assistance Program (SNAP): The program authorized by the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), in which eligible households receive benefits that can be used to purchase food items from authorized retail stores and farmers' markets.

Unauthorized Food Item: Allowing the purchase of a food item that is not a WIC Approved Food Item, or allowing the purchase of a WIC Approved Food Item not prescribed for that WIC Participant, or allowing the purchase of a WIC Approved Food Item in excess of available WIC Benefits. For example, the Vendor allows the WIC Participant to purchase a candy bar using WIC Benefits or the Vendor allows the WIC Participant to purchase whole milk using WIC Benefits when low-fat milk was prescribed.

Vendor Agreement: A contract between an Authorized WIC Vendor (Vendor) and LA WIC.

Vendor Authorization: The process by which LA WIC assesses, selects, and enters into agreements with stores that apply or subsequently reapply to be WIC Authorized.

Vendor Identification Number (Vendor ID): A distinctive number assigned to each Authorized WIC Vendor that is confidential.

Vendor Overcharge: Intentionally or unintentionally charging LA WIC more for a WIC Approved Food Item(s) than is permitted under the Vendor Agreement, such as a Vendor charging more for a WIC Approved Food Item in the WIC Transaction than the shelf price of the item. WIC Transactions submitted by the Vendor for redemption that are adjusted by LA WIC to meet cost containment measures are not considered Vendor Overcharges.

Vendor Rules and Regulations: Provisions that control Vendor participation within LA WIC including but not limited to affirmations made in the Vendor Application and the Vendor Agreement, and federal and state rules, regulations, guidance and policy governing LA WIC as well as the Vendor Guide, Memorandums and Policy Manual.

Vendor Selection Criteria: The criteria established by LA WIC to select individual Vendors for WIC Authorization consistent with the requirements in 7 CFR §246.12(g)(3) and (g)(4).

Vendor Violation: Any intentional or unintentional action of a Vendor's current owners, officers, managers, agents, or employees (with or without the knowledge of management) that violates the LA WIC Vendor Rules and Regulations.

WIC Approved Food Items: The supplemental foods authorized by LA WIC for issuance to WIC Participants.

WIC Benefit: A supplemental food benefit issued to WIC Participants in the form of a Food Instrument (FI), a Cash Value Voucher (CVV), or EBT card.

WIC Transaction: An Electronic Benefit Transfer (EBT) of a WIC Benefit.

WIC Transaction for Food not Received: Occurs when LA WIC reimburses a Vendor for a WIC a WIC Approved Food Item(s) not received by the participant. For example, the Vendor includes three lemons in the WIC Transaction but provides the WIC Participant with only two lemons.