

RETAILER HANDBOOK

WOMEN, INFANTS & CHILDREN (WIC) PROGRAM



Effective January 2020



COLORADO
Department of Public
Health & Environment



Sponsored by:	In Cooperation with:
U.S. Department of Agriculture (USDA)	Your Local WIC Agency

Administered by:
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Section I. Introduction to WIC & WIC Services

A. Overview & Benefits

The Special Supplemental Nutrition Program for Women, Infants and Children (known as WIC) is a national supplemental public health nutrition program. Every month, WIC serves roughly 7.3 million mothers, babies, and young children up to age five who are at nutritional risk across the United States (serving approximately 80,000 in Colorado).

WIC is a federal grant program for which Congress authorizes a specific amount of funding each year for program operations. The Food and Nutrition Service (FNS) administers the program at the federal level and provides these funds to WIC state agencies (i.e., state health departments or comparable agencies) to pay for WIC foods, services and administrative costs.

In Colorado, funds are made available to the Colorado Department of Public Health & Environment (CDPHE) to administer the state Colorado WIC Program (also referred to as COWIC or the Program), which contracts with local agencies (LA), primarily county health departments and health or nursing services, to provide WIC services through WIC clinics, serving every county in Colorado.

Through this statewide network of WIC local agencies, nutritionists, nurses and educators work to promote the relationship between good nutrition and healthy development. COWIC and CDPHE are committed to systematically addressing health equity and environmental justice through the administration of its programs.

WIC has been proven to be an effective supplemental nutrition program that benefits Colorado families. For example:

- For more than 46 years, WIC has contributed to healthier pregnancies and improved birth outcomes ensuring a healthier future for our communities. It has been a cornerstone in efforts to support the health of mothers and babies.
- WIC provides resources, knowledge and tools to help support families. It's free for moms, dads, grandparents, foster parents and all Colorado families who qualify.

B. Who Can Receive WIC?

Many families in Colorado and across the country are eligible to participate in WIC. Eligibility is determined on the basis of income and medical criteria. WIC does not ask or keep information about visa status or citizenship.

To be certified on WIC an individual needs to meet the following criteria:

- Be an infant, child up to the age of five years or a pregnant, breastfeeding or postpartum woman.
- Have an income which is equal to or less than 185% of the federal poverty guidelines.
- Be diagnosed by a qualified staff member to be at nutritional risk through a health and diet assessment. Risk factors include anemia, high-risk pregnancy, abnormal growth and poor dietary intake.





Section II. WIC Foods

Supplemental WIC foods are prescribed for participants based on nutrient content, e.g., they contain iron, calcium, protein, vitamin A and/or vitamin C. WIC foods must meet federal nutrient requirements (as outlined in 7 CFR Part 246). WIC foods are specifically chosen and are designed to reduce complications of pregnancy due to poor nutrition and to promote the healthiest possible birth, growth and development of children.

By providing nutritious foods, breastfeeding support, education about healthy eating habits, and referrals to health care and critical social services, WIC not only helps with healthy pregnancies and birth outcomes for women, it also helps to ensure healthy growth and development for infants and children up to age five.

A. Food Categories

Fruits & Vegetables
Peanut Butter
Whole Grains
Eggs
Canned Beans
Dried Beans/Peas/Lentils
Cheese
Milk
Canned Fish
Breakfast Cereal
Juice
Infant Formula
Infant Cereal
Infant Food-Fruits & Vegetables
Infant Food-Meats

B. Food List & Shopping Guide

The foods offered by COWIC are detailed in a Food List & Shopping Guide (Food List). The Food List details the specific brands, flavors and sizes provided by COWIC.

An advisory committee made up of grocers, retailer representatives, WIC staff at the state level and at the local agency level (called Local Agency Retailer Coordinators or LARC) work together to produce the Food List. A copy of the Food List should be kept at each register.

Copies of the list in English and Spanish can be obtained by calling state or local WIC offices or submitting a Material Order Form (found on the last page of this handbook). Food Lists in Somali, Burmese, Napali and Arabic are available to download and print at www.ColoradoWIC.gov.

WIC families shop for and buy their WIC foods at retailers that have been WIC authorized. These retailers are required to stock WIC items in specific varieties, flavors and sizes in order for WIC families to receive the foods prescribed for them.





Section III. How WIC Works

A. Agreement & Handbook

The partnership between WIC-authorized retailers (Retailers) and COWIC is an essential part of this successful nutrition program. Working together, Retailers and COWIC ensure that WIC families receive the nutritious foods prescribed for them and ensure that stores receive the correct payment for the items purchased. This Colorado WIC Retailer Handbook (Handbook) sets forth the roles and responsibilities of Retailers as well as the Program.

B. eWIC Card



WIC families receive an eWIC card at their local clinic to take with them to the store when doing their WIC shopping. The same card is used month after month. Several months of food benefits may be issued to the family's account, however only the current month's benefits are available to the family at a time. Benefits become available the first day of the month and expire at midnight of the last day of the month and do not roll over to the next month.

C. eWIC Food Balance

At their visit to WIC, the family is given an itemized food benefit list to use as a WIC shopping list at the store. This WIC shopping list may include specific items, general food categories and/or a dollar amount.

- **Item:** Specific prescribed WIC food item and quantities to be purchased (for example, 5 cans of Enfamil Gentlease infant formula),
- **Food Category:** Set of options to choose at the store (for example, 1 unit of legumes—also referred to as 1 jar/bag/can of peanut butter/bean—means the customer can choose between 1 jar of peanut butter, 1 pound of dry beans or 4 cans of beans), and/or
- **Dollar Amount:** Fixed-dollar amount available to a WIC customer to purchase fruits and/or vegetables.

In addition to the WIC shopping list they receive at the clinic, shoppers have several options to request and find their current eWIC balance:

- At the store: a balance inquiry can be printed at the register.
- On the back of their eWIC card: WIC shoppers can call the phone number or visit the web portal listed on the back of their card (pictured right) to inquire about their remaining balance.
- On their smartphone: the WICShopper mobile app will show the WIC shopper their current balance after they register their eWIC card.



D. Peer Grouping

WIC agencies use a retailer peer group system (i.e., grouping similar stores together), to determine competitive price criteria and allowable reimbursement levels to ensure that WIC pays authorized retailers competitive prices. Retailers are assigned a peer group based on store type, geographic area and number of their WIC-authorized stores owned and operated in Colorado. Retailers are told of their peer group and are encouraged to contact COWIC for more information.

E. Communications

WIC-authorized grocers, farmers, pharmacies and commissaries are encouraged to communicate with their WIC contact (local and/or state) when they have questions, need assistance or have suggestions for improvement. COWIC appreciates input from our retail partners on how to reduce barriers and make the shopping experience the best it can be for both cashiers and WIC families.



Section IV. Minimum Stocking Requirements

So that families can find their prescribed WIC foods, authorized retailers are required to stock approved items at all times in sufficient varieties and quantities to meet participant demand. Specific Colorado WIC-approved varieties, brands and sizes for the following food categories are as defined in the current Food List & Shopping Guide. Items must be in WIC-approved sizes, brands, etc.

A. Variety of Stock—Food Categories	
Infant Formula* Milk-based Contract Brand (powder)	Infant Formula* Soy-based Contract Brand (powder)
Infant Food: Fruits &/or Vegetables* Two Flavors	Infant Food: Meats* One Flavor
Infant Cereal* One Flavor	Whole Grains Two Varieties Bread and brown rice, tortillas or pasta (One must be bread) 16-ounce (One-Pound) Packages
Fresh Fruits Two Varieties	Fresh Vegetables Two Varieties
Peanut Butter or Dry Beans One Variety <hr/> Peanut Butter or Dry Beans 16 to 18-ounce 16-ounce	100% Juice: 12 or 48-ounce One Variety <hr/> Orange juice or Vegetable or tomato 12-ounce frozen 48-ounce bottle
Eggs One Variety Store Brand Dozen	100% Juice: 64-ounce One Flavor 64-ounce
Cheese Two Flavors Store Brand Block, Shredded, or String 16-ounce (One-Pound) Packages	Cereal Two Varieties (One must be whole grain cereal)
Milk Whole and 1% Store Brand Gallon or Half Gallon	Dairy One Variety Shelf stable, powdered, lactose-free, evaporated milk, goat milk, buttermilk, or yogurt

* Eligible for waiver— waivers must be pre-approved. See next page for details.



B. Quantity of Stock

Retailers with one to four cash registers must stock a minimum of five units (e.g., cans, packages, containers) within each food category box (on page 4). For example, these retailers must stock at least five packages of cheese, five boxes of cereal, five containers of fresh milk that include whole and 1% (e.g., three gallons of whole and two half-gallons of 1%), five cans of milk-based contract brand formula (powder), five cans of soy-based contract brand formula (powder), etc. For produce, the minimums are: five dollars of fresh fruits and five dollars of fresh vegetables. (Variety requirements still apply.)

Retailers with five or more cash registers must stock a minimum of ten food items within each food category box (on page 4). For example, these retailers must stock at least ten packages of cheese, ten boxes of cereal, ten containers of fresh milk that include whole and 1% (e.g., four gallons of whole, three gallons of 1% and three half-gallons of 1%), ten cans of milk-based contract brand formula (powder), ten cans of soy-based contract brand formula (powder), etc. For produce, the minimums are: ten dollars of fresh fruits and ten dollars of fresh vegetables. (Variety requirements still apply.)

PLEASE NOTE: Formula or food items that are found to be out of date (i.e., past the “use by” date) will not be counted as inventory in surveys of minimum stocking and will be subject to sanction.

Failure to Maintain Required Items

Failure to meet stocking requirements leads to sanctions and/or agreement termination.
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Exemptions: At Authorization and throughout the Agreement Period

- Farmers and pharmacies are exempt from minimum food stocking requirements listed in this section. The Farmer Handbook, Farmer Agreement and the Pharmacy Agreement specify their requirements, respectively.
- Colorado WIC may provide an exemption to commissaries and retailers that primarily provide kosher items from the store brand requirements on eggs, milk and cheese and/or package size requirements on cheese.
- Colorado WIC may review and grant an exemption to the orange juice flavor requirement in the 12-ounce frozen juice category to allow for at least one approved 11.5 or 12-ounce item. This exemption applies across authorized retailers.
- Colorado WIC may provide a partial exemption to retailers with limited access to 16-ounce WIC-approved bread from particular size and variety requirements on bread. If a hardship is identified for a retailer with one to four cash registers in stocking a 16-ounce WIC-authorized bread item, COWIC will consider the approval to stock an alternate WIC-authorized size of bread or to stock an alternate variety of whole grain (i.e., brown rice, pasta, or tortillas) in the 16-ounce size.

Stocking Waiver: At Authorization and throughout the Agreement Period

Infant Category: Retailers may request a stocking waiver (Minimum Stocking Waiver Form, Exhibit E) from stocking one or more infant categories (i.e., milk-based formula, soy-based formula, infant cereal, infant meats and/or infant fruits and vegetables). Colorado WIC shall consider granting a waiver in the following situations:

- There has been no documented WIC sale of the item(s) at the store within the last three months or local WIC staff confirm that there are no WIC families currently being issued the item(s) or expected to request the item(s) of the retailer, and
- The retailer guarantees that upon request by a participant or state or local WIC staff, the item will be made available within 24-72 hours at which time the waiver will be suspended. The state and/or local WIC staff will work with the retailer to determine the appropriate timeline for the reactivation of the waiver.



Section V. eWIC Purchases

A. eWIC: Basics

The food prescription (i.e., food types and amounts) to be received by each WIC participant is determined by WIC based on the individual's specific needs. The participant can use the eWIC card at an authorized grocery store, pharmacy, commissary or farmer. The participant can also have someone else do their shopping for them.

In a typical eWIC transaction, when an order is rung up and the eWIC card is swiped, the store's cash register (point-of-Sale (POS)) system is connected to the account that holds the families' food benefits and compares the items in the WIC shopper's account with the items being purchased. Items that are on the account balance, are an approved item (and listed on the *Approved Product List*) and are prescribed for that shopper can be purchased through the eWIC card. WIC-authorized retailers must provide WIC customers the option to use other forms of payment (such as cash, personal check, credit, SNAP, gift cards, etc.) to pay for any remaining balance of non-WIC items, including fruits and vegetable purchases or to have the item(s) voided.

When retailers apply for authorization into COWIC, they are agreeing to use an approved POS register system that is certified for eWIC transactions. (More details can be found in Section X.)

B. eWIC: Steps

eWIC purchases and receipts look and work differently depending on your store's POS system. For example, most stores will integrate the eWIC purchases into their cash register system while a few may use a special piece of equipment that is called a 'stand-beside' POS device.

While transactions may look a bit different, there are some main steps in the eWIC purchase that are similar across the state, including:

- **List of Items:** A listing, called an Approved Product List (or APL), of each the thousands of WIC approved foods and barcode/UPC numbers is sent nightly by COWIC to your store's POS system.
- **Swipe:** The eWIC card is a form of payment (or tender). When the WIC shopper is ready to check-out they will swipe their eWIC card before other forms of payment and enter their PIN.
- **Verification:** When items are scanned and the shopper uses the eWIC card, the system verifies several things, including:
 1. Card number and PIN.
 2. Each UPC/barcode to see if items (e.g., size and brand) are WIC approved.
 3. WIC shopper's food balance to see if the item is available to the shopper.
 4. Price (and adjusts to the expected amount),
 5. Shopper Approval (gives the shopper a chance to approve or disapprove the WIC purchase).
- **Easy:** Cashiers do not confirm the name or signature of the shopper nor the dates or foods in the shopper's balance. The POS system will approve items to be paid for with WIC and request another form of payment for any non-approved items being purchased.
- **No Overrides:** Cashiers are not able to override an item for eWIC. Cashiers should offer the shopper the option to void or pay for items that did not ring up as WIC. (In the rare case you find an item you believe should be on the approved list, please submit the item details to COWIC for review.)
- **Receipts:** The cashier gives the shopper the receipt. The purchase receipt gives the shopper the list of WIC items purchased, the WIC amount purchased and the foods left in their balance.



C. Troubleshooting: Not Ringing Up

If an item does not ring up as eWIC as the WIC shopper expected, the cashier should ask the shopper if they would like to pay for the item or have it voided. A very helpful step is for the cashier to know and explain why the item did not go through as WIC (e.g., not WIC approved, not in the food balance) and assist the shopper find an approved food.

D. Troubleshooting: PIN

To make an eWIC purchase, the shopper must have an eWIC card and a PIN. Cashiers may manually enter the card number (called a PAN) if they find the eWIC card cannot be read by their POS system. Under no circumstances can the 16 digit PAN be manually entered without the eWIC cardholder presenting the actual eWIC card. If the card is not available, cashiers should suggest that the eWIC cardholder contact their WIC clinic so that the eWIC card can be replaced.

If the shopper does not have their PIN set up, they may call the phone number on the back of the card to set up a PIN and use their eWIC card. WIC families may also call this number to change their PIN, report a lost or stolen card and check the eWIC account balance. After four times of entering the wrong PIN, the account is locked until midnight that day. If a shopper enters the wrong PIN three times, please suggest they call the customer service number on the back of the card to change their PIN to avoid being locked out of their account.

Participants may send someone else to buy WIC foods for them. Anyone with the eWIC card and matching PIN may purchase the WIC foods associated with the account. Cashiers should not check alternate forms of identification for a WIC purchase or ask the shopper for the PIN.

E. Troubleshooting: WIC List Missing a Food

Colorado WIC (COWIC) keeps a list of each of the thousands of specific food items that can be purchased through WIC called the Approved Product List (APL). This list is sent to stores whenever it changes and new foods are added. If a food item appears to be missing from the WIC list, please send us the product details and we will review the item. (The brand and item name as well as barcode/UPC information are used to research the item, and pictures help make sure we find the correct item to review.)



There are several ways to tell COWIC about an item you think should be WIC-approved. Pick one of the following ways to submit the details of an item for review and we will check it out:

- Text a picture of the label name and barcode/UPC to (720) 630-3391.
- Report the barcode/UPC and item details to the store manager or chain representative.
- Fill out the online Item Request Form at www.ColoradoWIC.gov.
- Fax the details (e.g., barcode/UPC, item/brand name) to (303) 756-9926.
- The shopper can provide details and/or pictures of the label and barcode to their local WIC clinic.

F. Over-the-Maximum Dollar Amount

Retailers will be reimbursed for the agreed amount for each item, which is the average price charged by the item by the store's peer group. Retailers that exceed pricing limits are subject to reductions to their claims, both prior to and at payment and subsequent recoupment after payment. Retailers are encouraged to contact COWIC with questions or issues.

Section VI. Retailer Role and Responsibilities

A. Initial WIC and Ongoing Success Training

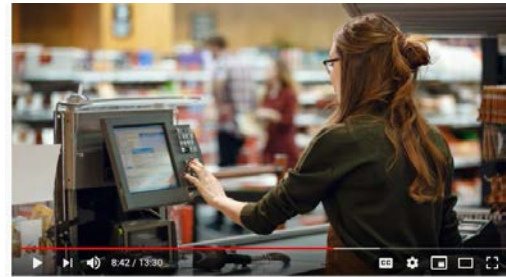
WIC training ensures that cashiers (including store staff that deal with WIC foods or purchases) are prepared for WIC shoppers and are comfortable and proficient with WIC purchases. This investment in training makes for a better experience for everyone.

Below are the main ways that store managers and trainers first initially prepare cashiers and other store staff for WIC shoppers and then build success, proficiency and expertise on an on-going basis.

Initial WIC Training: Before Authorization and New Hire

Store managers are responsible to ensure that cashiers are provided with WIC training, are prepared to successfully put through WIC purchases and that the training is documented. WIC training needs to be provided to cashiers when the store is initially authorized (after an orientation visit from WIC) and as cashiers (and other staff that work with WIC) are hired. This initial preparation training should include, but is not limited to:

- View the latest WIC retailer training video.
- Review how to use the most recent WIC Food List.
- Practice the steps in a WIC purchase on the store's cash register system, including how to void an item not ringing up as expected.
- Learn how to troubleshoot WIC purchases using the Food List and shopper's receipt.
- Have the opportunity to ask and get answers to questions and share expertise.



Colorado WIC Retailer Training Video - WIC: Simplified

After the training, cashiers should know the benefits of WIC and how to use the Food List and the customer's receipt to find approved and non-approved foods. They should be aware of WIC violations and available resources. They should be proficient and comfortable ringing up and troubleshooting a WIC purchase at the register, including offering shoppers the options to pay for or voiding items ringing up differently than expected. (Please see Training Tools listed on page 9.)

Ongoing Success Training: Periodically

Throughout the agreement period, COWIC sends newsletters, updated procedures, revised Food List and other tools, like the cashier training video, to retailers. Cashiers need the latest information to be proficient and confident in their role in successfully ringing up WIC transactions. Retailers must have processes in place to routinely disseminate updated WIC information to store staff.

Periodically, COWIC will require that retailers not only conduct but also document this success training (i.e., Required Ongoing Success Training). Instructions from COWIC will be provided on the timelines, documentation process and other specifics if required.

Training Approval and Documentation

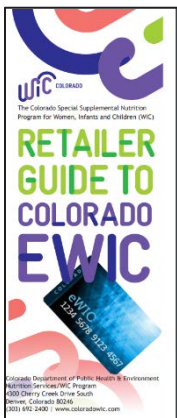
A retailer may submit their internal WIC training program (i.e., curriculum and tracking process used in-house) to COWIC to be reviewed for approval. Approval is effective until the end of the agreement period (unless withdrawn) and can be renewed. Upon WIC approval, a retailer's internal training may be used to provide initial training and some ongoing training to cashiers. As updates occur, retailers agree to incorporate the most recent versions of WIC materials, policies and information into their approved training program.

Training tools (e.g., training facilitation guides and/or reinforcement posttests) may be available from COWIC in conducting training and in the development of internal training.

Unless pre-approved, documentation of WIC training should be kept in the WIC manual.

B. Training Tools

- **Your store's cash register/point-of-sale (POS)** - For a cashier new to WIC purchases, there is no substitute for practice time at a cash register to learn how a WIC purchase works and how to troubleshoot.
- **Food List** - Updated every two to three years, cashiers must be retrained on updated Food Lists and be informed of the main changes. A group setting is suggested to give cashiers a chance to ask questions and learn from each other. (If determined to be Required Ongoing Success Training, COWIC will provide instructions.)
- **WIC Training Video (WIC: Simplified)** - Typically revised every three to four years, cashiers and any store staff involved with WIC transactions should view the newest version of the video upon new hire and as revisions are produced. The video is available on www.ColoradoWIC.gov and YouTube as well as on CD and DVD (upon request). (If determined to be Required Ongoing Success Training, COWIC will provide instructions.)
- **WIC'S WORLD** - WIC'S WORLD is periodically sent out to retailers. It is typically in the form of a newsletter. It provides information about food and policy changes, answers to common questions and related information. Cashiers and store staff working with eWIC should be given the opportunity to review the newsletter. For example, the newsletter might be placed on a bulletin board or the store trainer might pick out important points in the newsletter and share the tips at a routine meeting, etc.
- **WIC Local Contact (LARC)** - Your store is assigned a Local Agency Retailer Coordinator, called a LARC, who acts as a WIC liaison to your store. The LARC will visit your store at initial authorization and will periodically connect throughout calls and/or visits. Your LARC is a great resource.



- **Retailer Guide to eWIC** - This optional guide (pictured left) is available for use at your store's training sessions. This short guide summarizes information about WIC and provides a quick reference for commonly asked questions. Copies can be kept available at every cashier.
- **Training Posttest** - A posttest is an optional training tool. Retailers may use this test in conjunction with training sessions to confirm that employees are aware of WIC policies and procedures. An answer key is also available. (Retailers are responsible for making copies of the posttest and answer key as needed. Completed tests are not required to be sent to COWIC.)
- **Cashier Training Facilitation Guide** - COWIC will periodically provide an optional training facilitation guide to retailers to assist in training cashiers, typically to coincide with initial or required training. The guides offer main objectives and step-by-step guidelines on conducting the training sessions.

Many of these tools are available for order on the Materials Order Form, on www.ColoradoWIC.gov or through contacting COWIC. While retailers are responsible for appropriate translation of WIC materials for their staff, COWIC may be able to provide translation support on select items. Please contact COWIC for more information on translation or to order the tools.



C. Monitoring Visits: Provided by WIC

At least once during each three-year agreement period, COWIC provides (and require attendance of a store representative at) an interactive WIC session. These sessions may come in a variety of methods, such as conference calls, a store visit, or webinars. They are typically in the form of a monitoring visit from the Local Agency Retailer Coordinator (LARC) to the store to provide an opportunity for the store representatives to ask questions and share input, to ensure compliance and completion of staff training, and to provide assistance. (For details, see Section VII.) Stores that are identified as having specific or consistent issues and/or significant violations will be notified and required to attend a mandatory training session conducted by WIC.

D. Retailer Agreement

The Colorado WIC Retailer Agreement (Retailer Agreement) defines the roles and responsibilities of retailers. By reference this Handbook is made part of the Retailer Agreement and the policies and procedures outlined in this Handbook are an integral part of the Retailer Agreement. The Retailer Agreement, Retailer Handbook, federal regulations and policy letters outline policies and procedures that must be met by authorized retailers. COWIC may terminate the Retailer Agreement by providing 15 days advance written notice. The retailer may terminate the Retailer Agreement by providing 30 days advance written notice. The parties shall not be released from the duty to perform their obligation up to the date of termination. Neither COWIC nor the retailer has an obligation to renew the agreement.

E. WIC Manual

Upon initial authorization retailers will be sent a WIC manual (i.e., a white binder to be used for maintaining important materials and documents). Keep this Handbook and any correspondence, newsletters and policy letters received from WIC in the manual. Use the Training Documentation Form (Exhibit A) to record store training and keep the completed form in your manual.

The store's WIC manual must be maintained on site for the duration of the agreement period. The WIC manual is inspected during monitoring visits to check that the materials are kept up-to-date and training is being properly conducted.

F. Policy Letters

Clarifications, changes and/or additions to WIC policies and procedures may be made throughout the agreement period. These changes will be transmitted to retailers through policy letters. Retailers will be notified prior to the implementation of the policy. Retailers should maintain copies of policy letters in Section III of the WIC manual.

G. Distribution & Ordering of Materials

In cases where multiple stores are covered under one Retailer Agreement (e.g., chain stores), the retailer is responsible for distribution of policy and training materials. A Materials Order Form is available at the back of the Handbook to assist in ordering WIC materials.

H. WIC Logo/Acronym

Use of acronym "WIC" and WIC logo, in total or in part, is reserved for official use of Program. See Definitions and Details for more information.

I. Tax Exempt

No sales or use tax of any statutory or home rule city, town or county shall apply to the sale of food purchased with funds provided by WIC.

J. Rain Checks Prohibited

The issuance of rain checks for WIC foods is prohibited. Retailers that charge for WIC supplemental food not received by the WIC shopper are subject to a three year disqualification from Colorado WIC.

K. Coupons, Buy One Get One Free Offers & Sale Items

WIC shoppers must be provided the same discount opportunities as other shoppers, including the following:

- Coupons, manufacturers' coupons and store discount cards.
- Buy One Get One Free. (The items purchased by WIC must be WIC approved—the promotional items (free items) do not have to be WIC approved.)
- Sale Items. (If there is a sale price on a WIC item, then WIC is charged the sale price.)

L. Exchanges & Recalls

The retailer may not provide refunds or permit exchanges for approved foods obtained with WIC, except for exchanges of an identical approved food item when the original approved food item is defective, spoiled, is being recalled, or has exceeded its "sell by," "best if used by," or other date limiting the sale or use of the food item. An identical approved food item means the exact brand and size as the original approved food item obtained and returned by the WIC shopper. In the case of a recalled item, the manufacturer or FDA instructions for return/recall should be followed. Information is available at www.fda.gov, or by calling 1-888-INFO-FDA (1-888-463-6332).

M. Substitutions

WIC foods are selected for a reason—to be healthy, nutritious additions to family diets. The retailer may not provide unapproved food items, non-food items, cash or credit (including rain checks) in exchange for eWIC cards or WIC benefits

N. Non-Discrimination

Stores must offer WIC shoppers the same courtesies as offered to other customer. Any practice that singles out WIC shoppers from other customers is prohibited. Such practices include:

- Having separate lines (or store hours) WIC shoppers are required to use.
- Keeping lists of participants.
- Having WIC shoppers sign cash register receipts.
- Having register lines specifically for WIC shoppers.
- Keeping folders for each participant.
- Keeping WIC shoppers' purchase receipts.
- Offering or denying incentives solely to WIC participants (based on 7 CFR 246.12(h)(3)(iii) and WIC Policy Memorandum 2012-3, Vendor Incentive Items).



In accordance with federal law and policy, COWIC and authorized retailers are prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.



O. Shelf Tags

Retailers may use shelf tags (i.e., shelf labels, flags, talkers, channel strips or clings) indicating an item is WIC eligible under the following conditions throughout the WIC agreement period:

- The tags must be placed at the exact spot(s) that contain the WIC approved item(s) indicated.
- The retailer shall be responsible that food items tagged are WIC approved.
- Retailers are responsible for the placement of shelf tags.
- Retailers who wish to develop and use shelf tags must obtain written permission from COWIC by submitting a copy or sample of the final version for approval prior to use. WIC tags/labels are not permitted to be put on individual item containers; labels created by manufacturers stating WIC approval are not permitted.
- Retailers can decide which food categories in the store to use the shelf tags. For instance, a retailer may find that the bread category would benefit from shelf tags, but the cheese category would not.
- If using WIC approved shelf tags in the food categories of breakfast cereal, bread or 100% juice, retailers must place shelf tags under every WIC approved product brand that is stocked within that food category. (This does not mean that retailers need to keep stock of every approved cereal, bread or juice option.) Stores are not allowed to promote one product brand over another in these categories.

P. Reporting Abuse

Retailers should contact their designated WIC LARC with questions or to resolve initial problems. The LARC is the first point of contact for the stores and will work with individual stores to provide participant follow up when needed. Reports of abuse and/or complaints should be made immediately, if possible no later than three days after the incident. Specific information, including such particulars as the shopper's name, time and date, assists WIC to research the incident.

It is okay to ask whether or not a customer is participating in WIC. However, it is the customer's option to disclose the fact that they are on WIC. It must remain a voluntary disclosure on the part of the participant.

WIC cannot release the status of the shopper's involvement in WIC to the retailer since WIC status is considered confidential information. WIC will follow up with anyone determined to be a participant and apply sanctioning procedures as appropriate.

In the rare case you encounter a WIC shopper who is rude or you suspect is misusing WIC, please report this to COWIC or the store's local contact. Examples to report include:

- Return of items purchased with WIC.
- Verbal or physical abuse.
- Attempts to obtain cash or credit in a WIC transaction (e.g., returning to the store with a discount card after the transaction is complete).

Buying, selling or otherwise misusing WIC benefits is a crime. To report suspected abuse, please call 800-424-9121, visit www.usda.gov/oig/hotline.htm or email COWIC at cdphe_askwic@state.co.us.

Q. Combating Returns

Several methods may be applied by the retailer to help combat the attempted return of WIC foods, some include:

- A store policy can be established requiring all customers to sign when returning formula. This allows the retailer a consistent method for acquiring the individual's name for reporting to the LARC for follow up of possible abuse.
- A store policy can be established requiring a cash register receipt for all customers attempting to return infant formula for cash. WIC purchases are generally easily identified, as no sales tax would be included on the receipt. In addition, when the receipt is generated, a distinguishing mark could be made on all WIC customers' cash register receipts, such as a "W," indicating it was a WIC purchase.
- At the time of WIC transaction the cashier could draw a line through the bar code on all cans of infant formula to denote a WIC purchase.

R. Lost/Found eWIC Cards

If an eWIC card is found, please return to COWIC immediately as instructed on the back of the card (pictured below). If a customer loses an eWIC card, please instruct them to call their local clinic to report their card missing and request replacement.



S. Prices and Price Lists

Shelf prices must be found at application and remain competitive with other retailers in the peer grouping (i.e., like stores in the same geographical type area, etc.) to within 15%. COWIC also evaluates retailer prices throughout the agreement period. If a retailer's prices are not competitive, one request will be made to the retailer asking for resubmission and/or justification of their pricing. If the retailer pricing remains ineligible for authorization based on the selection criteria listed in Section X, the authorized retailer will be sanctioned up to and including termination. Retailers applying for initial authorization will not be authorized. Prices are confirmed through store visits and/or redemption data.

A Price List (Exhibit C) should be submitted to COWIC at least every six months (unless waived). Violations may be assigned to retailers that do not submit a requested price survey at least once every six months. Grocery stores and commissaries must clearly mark the prices on the product or shelf at all times.

Section VII. WIC Responsibilities

A. Roles of State & Local WIC Staff

WIC operates on two levels in Colorado: a) the state level (referred to as COWIC), where a retailer coordination team is responsible for overall WIC retailer coordination, and b) the local level where a network of Local Agency Retail Coordinators (LARC) located throughout Colorado conducts the day-to-day WIC retailer management. Both levels are committed to providing retailers with a high degree of customer service.

B. Monitoring Visits

Retailers are monitored by WIC to:

- Identify ways WIC can assist the store.
- Give store staff the opportunity to provide input and ask questions.
- Review the WIC manual and WIC training documentation.
- Share the benefits and nutritional goals of WIC.
- Review the Food List, why specific foods are prescribed and the minimum stocking requirements.
- Review WIC transaction and WIC procedures.
- Review Program goals, policies, procedures and sanctions.
- Discuss any problems/concerns.
- Identify and document any observations (i.e., issues that indicate operational deficiencies that do not rise to the same level as a finding of violation) and set a mutually agreed upon plan and due date for correction.
- Identify and document violation points and/or sanctions for findings of non-compliance as outlined in Section VIII of this Handbook. Set a due date for correction. Retailers may be required to provide a Corrective Action Plan (CAP) within 30 days of notification of non-compliance.

The retailer must provide at least one representative to meet with state, federal or LA representatives to complete the monitoring visit. This representative is responsible for ensuring that all personnel involved with WIC transactions are trained. This representative must have legal authority to act on behalf of the store, for example signing a corrective action if required at the time of the monitoring visit. The visit may include an education buy (i.e., WIC representative conducts a WIC transaction).

WIC suggests that the store manager be available for at least a portion of the monitoring visit and discuss any findings. The store management may designate an appropriate individual to act as the store's representative during the visit.



C. Site Visits & Education Buys

Periodically, COWIC and/or a LARC conduct site visits to a store in coordination with a store manager/representative. The store manager or store representative is typically aware of the visit beforehand (and sometimes has requested the visit). These visits are a way of mitigating issues as well as identifying ways to enhance the partnership. The site visit may include an education buy where the WIC representative conducts a WIC transaction to see first-hand how the store's POS and WIC processes work.



D. Investigations

An investigation is a method used by COWIC to determine if violations are occurring or have occurred in the past. Stores are selected as candidates to receive an investigation based on past WIC compliance, reported issues and retailer management and redemption data. They may also be selected as part of a random sample.

An investigation may include an administrative review, covert compliance buys, monitoring or site visit, inventory audit and/or coordinated efforts with the Supplemental Nutrition Assistance Program (SNAP) to determine fraud. A violation is an infraction of a Program policy or procedure, the federal regulations as outlined in 7 CFR Part 246, the Agreement and/or WIC Handbook. Multiple violations detected during a single investigation may result in either a disqualification for the most serious violations or multiple Civil Money Penalties (CMP). The length of the disqualification period that is imposed for violations investigated as part of a single investigation may not exceed the disqualification period corresponding to the most serious violation.

Compliance Investigation

COWIC conducts and/or contracts for compliance investigations to identify and document violations, including those requiring federally mandated sanctions. COWIC may also use compliance investigations conducted by other federal, state or local law enforcement agencies.

Compliance investigations may be closed when an inventory audit is complete, or when two or more compliance buys have been conducted in which no retailer violations are found, or when two or more compliance buys have been conducted to collect evidence of retailer non-compliance. Within 120 days of the close of a compliance investigation COWIC shall provide a findings letter to the retailer with identified findings and any corrective action needed.

Invoice Audit

An inventory audit is an examination of food purchase invoices or other proofs of purchase by the retailer to determine whether the retailer has purchased sufficient quantities of foods and/or formula to provide WIC shoppers the quantities specified as redeemed by the retailer during a given period of time.

Up to 12 months of the most current purchase invoices may be requested from the retailer for analysis. The retailer shall be given a specific timeline (generally 14 to 30 days) to submit purchase invoices to COWIC. The retailer's failure to supply purchase invoices to COWIC within the timeline period shall result in sanctions and/or violation points.

An acceptable purchase invoice shall legibly reflect the name and address of the retailer and the wholesaler or supplier, as well as the date of the purchase, list of the items purchased, size, stock number, quantity, unit price and dollar extension for the quantity purchased. The documents must clearly connect the retailer with the goods purchased.

Retail cash receipts/tickets shall clearly include the name and address of the store or a code number by which the store location can be identified, the date of purchase, description of the exact items purchased (e.g., 14 ounces Malt-O-Meal), the unit price of the items purchased and total amount purchased. If the cash tickets do not completely describe the actual item, they shall have a computer code that can be verified by contacting the store at which the merchandise was purchased. If the cash tickets do not specifically identify the product purchased (e.g., 14 ounces Malt-O-Meal), the COWIC Retailer Coordination Unit shall ask the store manager or representative to list the exact WIC items purchased (brand, type, size) on the back of the receipt and sign the receipt.

Affidavits, statements of fact nor oral statements shall be accepted as evidence of inventory. Only purchase invoices shall constitute acceptable evidence of inventory. If acceptable purchase invoices do not support amounts paid to the retailer for WIC claims submitted to COWIC, the Program shall recover monies overpaid to the retailer.



Section VIII. Violations, Sanctions & Corrective Actions

COWIC has systems to detect retailers who abuse or defraud the Program. These systems identify retailers who, through misinformation or lack of training, may intentionally or unintentionally violate federal regulations, Program policies and procedures, or terms of the Retailer Agreement. In accordance with federal regulations, retailers are accountable for actions of employees in acceptance of eWIC cards within their store. Violations that trigger sanctions do not require the Program to distinguish between fraudulent (intentional) and abusive (unintentional) violations as both types of violations result in loss of Program funds.

The Program shall determine the type and level of action to be applied against retailers based upon the severity, nature and pattern of the Program violations observed and other factors as appropriate (for example: whether the offenses represented retailer policy or whether they represent the actions of an individual employee who did not understand the Program rules). The objectives of the Program can best be met through education, training and the voluntary cooperation of retailers, participants and the state and local WIC Programs.

To ensure the integrity of the Program it is necessary to impose corrective actions and sanctions consistently against retailers who are in violation of federal regulations and Program policies and procedures. There are several types of actions that may be applied:

- Nonpayment (or required return) of WIC funds
- Warning/notification letter
- Corrective Action Plan (CAP)
- Mandatory training
- Civil Money Penalty (CMP) sanction; may be imposed if the Program determines disqualification would result in inadequate participant access
- Disqualification sanction.

Administrative Review Procedures for Retailer Appeals: Appeals outlined in Exhibit G.

Retailer Fraud/Abuse: A retailer who commits fraud or abuse of the Program is liable to prosecution under applicable federal, state or local laws. Retailers who have willfully misapplied, stolen or fraudulently obtained Program funds shall be subject to a fine of not more than \$25,000 or imprisonment for not more than five years, or both, if the value of the funds is \$100 or more. If the value is less than \$100, the penalties are a fine of not more than \$1,000 or imprisonment for not more than one year or both.

A. Federal Violations, Sanctions & Disqualification

Mandatory federal sanctions are defined in 7 CFR Part 246.12. These sanctions are in response to flagrant violations (also referred to as Class A violations) of Program policies.

- The Program does not have to provide the retailer with prior warning that violations were occurring before imposing any of the sanctions described.
- A pattern of violations does not need to be present when applying a permanent disqualification.
- Those violations identified as requiring a pattern are assigned sanctions based upon at least two independent documented violations during any compliance buy investigation. When conducting inventory audits, a pattern can be established during a single review of the retailer's redemption records and depends on the magnitude of shortfalls and the period of time over which they occur.
- Those Class A violations identified as requiring a pattern will be sanctioned as follows for the same finding(s) committed within two years from the date of the receipt of the first violation notice:

Mandatory Sanction #1: Permanent Disqualification from the WIC Program

- a. Convicted of trafficking in WIC food instruments or selling firearms, ammunition, explosives or controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802) in exchange for WIC food instruments.
- b. Permanent disqualification from SNAP.

Mandatory Sanction #2: Six (6) Year Disqualification from the WIC Program

- a. One incidence of buying or selling WIC food instruments for cash (trafficking).
- b. One incidence of selling firearms, ammunition, explosives or controlled substances as defined in 21 U.S.C. 802, in exchange for WIC food instruments.



Mandatory Sanction #3: Three (3) Year Disqualification from the WIC Program

- a. One incidence of the sale of alcohol or alcoholic beverages or tobacco products in exchange for WIC food instruments.
- b. A pattern of claiming reimbursement for sale of an amount of a specific supplemental food item which exceeds the store's documented inventory of that supplemental food item for a specific period of time.
- c. A pattern of retailer overcharges.
- d. A pattern of receiving, transacting, and/or redeeming WIC benefits outside of authorized channels, including the use of an unauthorized retailer and/or an unauthorized person.
- e. A pattern of charging for supplemental food not received by the participant.
- f. A pattern of providing credit or non-food items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives or controlled substances as defined in 21 U.S.C. 802, in exchange for WIC food instruments.

Mandatory Sanction #4: One (1) Year Disqualification from the WIC Program

- a. A pattern of providing unapproved food items in exchange for WIC benefits, including charging for WIC-approved foods provided in excess of the available balance.

Second Mandatory Sanction

When a retailer, who previously has been assessed a sanction for any of the mandatory sanctions listed above, receives another sanction for any of these violations, the Program must double the second sanction. CMP's may only be doubled up to the limits allowed as defined by this Handbook.

Third or Subsequent Mandatory Sanction

When a retailer, who previously has been assessed two or more sanctions for any of the mandatory sanctions listed above, receives another sanction for any of these violations, the Program must double the third sanction and all subsequent sanctions. The Program may not impose CMP's in lieu of disqualification for third or subsequent mandatory sanctions.

B. COWIC Violation Points

Findings of COWIC violations are assigned specific points.

- Points can be assigned for a single occurrence, a pattern of the violation, or non-correction of an issue cited as an observation.
- Points are cumulative and will be kept current for a period of two years as long as the retailer is authorized. Points will be removed two years after the date of the violation.
- In addition to points, the Program may initiate a claim for payment upon detecting that a violation has occurred in the redemption of a WIC transaction, e.g., sales tax was charged or a WIC shopper was required to make a payment to a retailer. Such payments are due within 30 days of claim.
- The Program may not provide prior warning before imposing points.
- The Program may impose a CMP in lieu of a state agency disqualification if it determines such action would result in inadequate participant access.
- A retailer shall be given a written notice of a violation, unless COWIC determines, in its discretion, on a case-by-case basis, that notifying the retailer would compromise an investigation.

Corrective actions (i.e., nonpayment, notification, CAP, mandatory training) are meant to resolve and document findings. A CAP is a formal, written plan provided to WIC by the retailer outlining the steps that will be taken to correct findings/violations. It includes the appropriate store training. Corrective actions are commensurate with the number of points accumulated for one or more of these violations in any combination. State agency sanctions of disqualification and/or a CMP are based on a pattern of volatile incidences.

Any combination total of:

- 0-9 points = Initial or follow-up warning letter or request for CAP*
- 10-19 points = Corrective Action Plan (CAP)
- 20-35 points = CAP and mandatory training
- 36-40 points = 3 month disqualification
- 41-45 points = 6 month disqualification
- 46 or > = 1 year disqualification



COWIC Violation Points

- 1) Approved produce is not mapped and/or is not scanning as WIC approved. 2 points
- 2) Failing to allow WIC shoppers to pay for produce with a form of payment other than WIC when the purchase price exceeds the WIC benefit amount. 2 points
- 3) Failing to provide a WIC shopper the opportunity to void a non-WIC item. 2 points
- 4) Failing to provide a balance inquiry requested by a WIC shopper, including requiring a purchase before providing a balance inquiry or charging for a balance inquiry. 2 points
- 5) Failure to accept a certified letter or leaving a certified letter unclaimed from COWIC. 3 points
- 6) Use of the acronym "WIC" or the WIC logo in total or in part without the written consent of COWIC, including the use of shelf tags on unapproved items or the use of unapproved shelf tags. 4 points
- 7) Failure to post shelf tags, if used, on each authorized brand within specified food categories (i.e., breakfast cereal, bread or 100% juice). 4 points
- 8) Prohibiting WIC shoppers from using discount coupons, loyalty cards or promotion specials to reduce the WIC benefit amount. 4 points
- 9) Failing to post current prices for WIC foods on food items or shelf. 4 points
- 10) Requiring a WIC shopper to produce identification. 4 points
- 11) Requiring a minimum eWIC purchase. 4 points
- 12) Non-approved items mapped as produce. 4 points
- 13) Discourteous or discriminatory treatment of a WIC shopper. 5 points
- 14) Limiting authorized WIC shoppers in their choices of WIC products, e.g., allowing only an expensive brand of cereal. 6 points
- 15) Charging sales tax on WIC food items. 6 points
- 16) Failing to provide purchase receipts to a WIC shopper. 6 points
- 17) Failing to allow the purchase of up to the full amount of WIC foods if such foods are available and desired by the WIC shopper. 6 points
- 18) Participating in a transaction that is a conflict of interest. 7 points
- 19) Failure to submit information including, but not limited to, receipts, CAP's, Price Lists, change of address, etc., requested by COWIC within the time period specified by the Program. 7 points
- 20) Failure to maintain an up-to-date WIC manual, including not maintaining training documentation adequately. 7 points
- 21) Failure to attend or complete a scheduled monitoring visit. 7 points
- 22) Treating WIC shoppers differently than non-WIC customers. 8 points
- 23) Seeking payments from WIC shoppers for WIC transactions. 9 points
- 24) Entering a WIC shopper's PIN or asking a WIC shopper for their PIN. 9 points
- 25) Discriminating against WIC shoppers because of race, color, national origin, sex, age or disability. 9 points
- 26) Allowing WIC shoppers to return items purchased with WIC funds for credit, cash or non-food items. 9 points
- 27) Stocking infant formula past the "use by" date. 9 points
- 28) Failing to allow monitoring or training of retailer or staff by WIC personnel after one missed session and/or a mutual opportunity to reschedule. 11 points
- 29) Failure to attend or complete a mandatory training session after one mutual opportunity to reschedule. 14 points
- 30) Allowing a WIC transaction in a self-checkout lane that has not been approved by Colorado WIC. 14 points
- 31) Giving false information to the state or local WIC Program, including knowingly entering false information or altering information on WIC receipts or benefits. 19 points
- 32) Providing infant formula that was not purchased from approved wholesalers, distributors and retailers licensed in Colorado and through manufacturers registered with the FDA that provide infant formula. 19 points
- 33) Failing to provide complete purchase sales records, receipts and/or invoices upon request. 19 points
- 34) Entering a WIC shopper's card number (PAN) manually into the POS system without the card present. 19 points
- 35) Failing to reimburse/refund COWIC for payments already made to the retailer and/or found to be in error. 19 points



Section IX. Appeals, Penalties & WIC/SNAP Cooperation

A. Administrative Appeals Procedures

Retailers may appeal actions taken against them in accordance with the Administrative Review Procedures for Retailer Appeals (Exhibit G). Retailers will only be allowed to continue accepting WIC transactions, pending an appeal, if an inadequate participant access determination is made.

Appealing an action does not relieve a retailer that is permitted to continue Program operations while its appeal is in process from the responsibility of continued compliance with the terms of any written agreement with the Program.

B. Civil Money Penalty (CMP)

A retailer shall be assessed a CMP in lieu of disqualification only if the disqualification would result in inadequate participant access as defined above. The CMP is calculated as follows: 10 percent of the retailer's average monthly WIC redemptions multiplied by the number of months the retailer would have been disqualified will determine the CMP. The retailer's monthly WIC redemption for the previous six months will be used to determine the average monthly WIC redemptions.

For example:

January	\$10,000		
February	\$ 8,500		
March	\$10,300		
April	\$ 9,000		
May	\$ 7,000		
June	\$ 5,000		
	<u>\$49,800</u>	÷ by 6 months =	\$8,300 Average monthly WIC redemptions
			<u>x .10 (10 %)</u>
			\$830
			<u>x 12 Months disqualification period</u>
			\$9,960 Civil Money Penalty (CMP)

Civil penalty for a vendor convicted of trafficking in food instruments or convicted of selling firearms, ammunition, explosive, or controlled substances in exchange for food instruments has a maximum of \$15,041 for each violation, except that the maximum penalty for violations occurring during a single investigation is \$60,161.

If a retailer does not pay, only partially pays or fails to timely pay a CMP within 30 days of the notice of the CMP, the Program will disqualify the retailer for the length of the disqualification corresponding to the violation for which the CMP was assessed.

C. Disqualification - WIC & SNAP

The Retailer Agreement does not constitute a license or a property interest. If a retailer is disqualified, the Program will terminate the retailer's WIC agreement and the retailer will have to reapply in order to be authorized after the disqualification period is over. In all cases, the retailer's new application will be subject to the Program retailer authorization criteria in effect at the time of reapplication.

The retailer may not voluntarily withdraw from the Program as an alternative to disqualification from mandatory federal sanctions. Disqualification must be entered on the record. In addition, retailers may not use nonrenewal of the agreement as an alternative to disqualification from the mandatory federal sanctions.



When during the course of a single investigation, the Program determines that the retailer has committed multiple violations, which may include violations subject to Program sanctions, the Program shall disqualify the retailer for the period corresponding to the most serious mandatory violation. However, the Program shall include all violations in the notice of sanction. If a mandatory federal sanction is not upheld on appeal, then the Program may impose a Program-established sanction and the appropriate number of sanction points.

WIC/SNAP Disqualification

- Uniform federally mandated sanctions (defined in 7 CFR Part 246.12) have been established for both WIC and SNAP, therefore, retailers assessed a CMP by the WIC Program may be disqualified from SNAP for an equal period of time. Disqualification from WIC may result in disqualification as a retailer in SNAP per section 278.6(e)(8) of the federal SNAP regulations. Such disqualification may not be subject to administrative or judicial review under SNAP.
- Retailers disqualified from SNAP or any other WIC Program for a federally mandated sanction (Class A violations) will be disqualified from the WIC Program.
- The reciprocal WIC disqualification will be for the same length of time as SNAP disqualification. However, the period of disqualification may begin at the same time or a later date than the SNAP/WIC disqualification.
- Prior to disqualifying a retailer for a SNAP disqualification, the Program will determine if disqualification of the retailer would result in inadequate participant access. If the Program determines that disqualification of the retailer would result in inadequate participant access, the Program will impose a CMP in lieu of disqualification. The Program cannot impose a CMP in lieu of disqualification for third or subsequent sanctions for Class A violations.
- Reciprocal disqualifications are not subject to Administrative Appeal in the WIC Program.
- Retailers assessed a CMP by SNAP in lieu of disqualification, due to participant hardship, may also be disqualified from the WIC Program. Retailers disqualified from the WIC Program as a result of a SNAP CMP may file an Administrative Appeal with the WIC Program.
- If the disqualification period extends beyond the expiration date of the Retailer Agreement, the reauthorization period will be delayed to allow for the completion of the disqualification period.

D. WIC & SNAP Program Cooperation

In order to promote cooperation and reduce vendor/retailer abuse in both SNAP and WIC, information related to retailers, including violations, sanctions and program disqualification may be shared between the two programs subject to federal and state Freedom of Information Act laws and regulations. Information exchanged must be disclosed and used only in direct connection with the administration and enforcement of WIC and SNAP regulations and procedures, except when authorized by law.



Section X. Authorization Selection Criteria

COWIC, as required by federal regulations, authorizes a limited number of retail stores that will ensure that WIC food funds are being spent in the most efficient and cost-effective manner, ensure adequate participant access, and allow for effective Program management, oversight and review of store performance. Authorized retailers are made up of grocery stores, commissaries, pharmacies and farmers. Selection criteria for the authorization of farmers are detailed in the Farmer Handbook. COWIC will review retailers' compliance with the authorization selection criteria throughout the agreement period. Failure to remain in compliance with these criteria may result in Program sanctions or termination of the WIC agreement.

A. Criteria: Grocery Stores, Commissaries & Pharmacies

Retailers must meet the following authorization selection criteria at the time of application and throughout the agreement period:

- ✓ **Infant Formula:** Retailers authorized to participate in the WIC Program shall only purchase infant formula from wholesalers, distributors and retailers licensed in the state and in accordance with state law (including regulations) and infant formula manufacturers registered with the FDA that provide infant formula. A listing of the current approved wholesalers, distributors, retailers and manufacturers is available from COWIC and on the website. Retailers may be required to produce purchase invoices to document compliance.
- ✓ **Regular Hours:** The retailer maintains regular business hours. This includes a minimum of two four-hour blocks of time at least five days per week. Daily operating hours shall be consistent from week-to-week and shall be posted.
- ✓ **Training:** The retailer must accept training on WIC Program regulations and processes and must provide and document training to employees who will handle WIC transactions, prior to accepting eWIC cards and periodically as required throughout the agreement period.
- ✓ **WIC redemptions less than 50%:** Retailers must derive no more than 50% of their annual food sales revenue from WIC food instruments. New retailer applicants expected to derive more than 50 % of their annual food sales revenue from WIC food instruments will not be authorized. Upon initial application, retailers must make sales data available and may be required to provide documentation of sales amounts. If not yet opened, expected sales are required. COWIC will monitor the food transactions of newly authorized retailers to determine if WIC redemptions remain less than 50% of revenue of food sales. Retailers found to derive more than 50% of their annual food sales revenue from WIC food instruments will be terminated. The term "food sales" refers to sales of SNAP eligible items, unless otherwise noted. (A description of food sales is provided in the Exhibit & Forms section.)
- ✓ **Preventing WIC Returns:** The store has a policy in place that will ensure no WIC foods will be returned or exchanged (as outlined in Section V).
- ✓ **Accuracy:** True and correct information was submitted on the application.
- ✓ **No Discrimination:** The store must not discriminate on grounds of race, color, national origin, sex, age or disability, and must make reasonable accommodations for shoppers with disabilities.
- ✓ **No Current Disqualification:** The owner must not currently be disqualified from the SNAP or WIC Programs or been assessed a CMP for hardship and the disqualification period that would otherwise have been imposed has not expired.
- ✓ **Financial Statements/Documents:** Retailers agree to maintain and provide upon request the following information: monthly, quarterly or annual total volume of business and/or gross edible food sales and purchase and inventory records of WIC foods purchased for a set period of time such as invoices, receipts and bank deposits, inventory/shelf price records of WIC food items and SNAP sales volume. COWIC may request specific records to validate this information at any time during the agreement period. (Additional information on financial statements and documents in Definitions and Details section).
- ✓ **Competitive Pricing:** WIC item prices must be found at application and remain competitive with other retailers in peer grouping (i.e., like stores in same geographical type area) within 15%.



- ✓ **No Conviction:** In accordance with 7CFR Part 3017 (Subpart A-6), the owner, officers or managers must not have been convicted of or had a civil judgment entered against them for any activity indicating lack of business integrity (see Definitions) at any time during the last six years. No history of business-related criminal convictions.
- ✓ **Email Address:** A valid email address that is checked regularly must be provided for the receipt of notifications. Notifications, including program updates, authorization notices, notices of adverse action (e.g., denials, notice of sanctions) and results of compliance activities such as investigations, will be sent by the Program via email. The retailer agrees to return an email delivery and/or read receipt when requested and is responsible to provide updates and/or changes to the electronic mailing (i.e., email) address. Retailers may request a waiver to receive notifications via hard copy through the US mail in addition to the emailed notification. COWIC does not guarantee emails will be sent via blind copy (i.e., blind carbon copy). Multiple email addresses are encouraged.

B. Additional Criteria: Grocery Stores & Commissaries

Grocery stores and commissaries must also meet the following criteria at the time of application and throughout the agreement period:

- ✓ **SNAP:** The store must be authorized to accept SNAP. (An exception may be made in the requirement for SNAP authorization if inadequate participant access would result in denial of authorization.)
- ✓ **Authorized Broker/Distributor Food Source:** Retailers authorized to participate in the WIC Program shall purchase staple food items directly from a wholesaler supplier or other registered (i.e., has applicable local, state and/or federal licenses and permits) food supplier (such as authorized distributors, brokers, manufacturers and/or fresh produce suppliers) with no history of business-related criminal convictions. Retailers may be required to produce purchase invoices to document compliance.
- ✓ **Stocking Requirements:** The store meets the Minimum WIC Food Stocking Requirements of COWIC approved food items (based on the current Food List) as outlined in Section IV, at all times, in sufficient quantities and variety to meet the needs of participants. Before authorization and throughout the agreement period, COWIC reviews applicant stocking levels of WIC-approved items so that adequate amounts are available for participant redemption. Retailer stock is examined (typically by the local agency) during the application process and reported to COWIC.
- ✓ **Food Sales:** The store is a grocery store that sells a variety of food products with a primary function of selling groceries. Retailers that are primarily convenience stores and/or gas stations will not be considered as grocery stores and will not be COWIC authorized. Retailers will be asked upon application—both at original authorization and at renewal—for retail sales, SNAP authorization and stocking information. The information provided by the retailer will be compared to SNAP information as appropriate and available. Retailers that are found to be identified as not meeting the criteria below as a grocery store will be denied authorization or terminated. The store provides a variety of staple foods to include:
 - a. At least three different varieties of items in each of these staple food categories:
 - Fresh meat (e.g., chicken, tuna, ham, beef; prepackaged luncheon meats do not qualify).
 - Grains (e.g., bread, rice, cereal).
 - Dairy products (e.g., milk, cheese, butter).
 - b. At least two different types of items in each of these staple food produce categories:
 - Fresh fruits (e.g., apples, oranges, pears).
 - Fresh vegetables (e.g., squash, spinach, cabbage).
 - c. At least one of the following is true:
 - Annual food sales (i.e., food items eligible for purchase with SNAP benefits) are greater than or equal to 65% of total annual sales.
 - Annual food sales exceed \$1 million.
 - d. The annual sale of hot and/or cold freshly prepared foods that are ready-to-eat does not exceed 50% of total sales.
 - e. The store must have a valid food service license as defined in the Colorado Retail Food Establishment Rules and Regulations.



C. Additional Criteria: Pharmacies

Pharmacies meeting the definition of a pharmacy (please see Definitions and Additional Details) must meet the following criteria at the time of application and throughout the agreement period:

- Licensed- The applicant is licensed as a pharmacy.
- Pharmacies agree not to provide standard infant formula unless requested by COWIC.

D. Sale of Store to Circumvent Sanction

COWIC may not authorize an applicant retailer if it determines the retailer's previous owner has sold the store in an attempt to circumvent a WIC sanction. COWIC may consider such factors as whether the store was sold to a relative by blood or marriage of the previous owner(s) or sold to any individual or organization for less than its fair market value. Authorization will be denied or terminated if it is determined that the store has been sold in an attempt to circumvent a WIC sanction.

E. eWIC Authorization Selection Criteria

In applying for WIC authorization, the retailer agrees to comply with Electronic Benefit Transfer (EBT) operating rules, the Colorado WIC Agreement and the following stipulations:

1. Demonstrate its capability to accept WIC benefits electronically prior to authorization. If a retailer is necessary for participant access and cannot accept WIC benefits electronically, COWIC may provide the retailer with or share in the cost of a stand-beside POS system.
2. Comply with EBT operating rules, standards and technical requirements, as amended from time to time, including but not limited to WIC EBT Operating Rules, Specifications for WIC EBT transactions, 7 CFR 246 and Implementation Guidelines.
3. Not ask the WIC participant/parent/caretaker/proxy to pay cash for the sales tax amount that is applied to manufacturer's coupons, but instead shall subtract the sales tax on the coupon from the face value of the coupon and then shall subtract the remaining value of the coupon from the retail price of the WIC food(s). 7 CFR 246.12(h)(3)(vii).
4. Allow the participant/parent/caretaker/proxy to purchase only those WIC approved foods listed on the participant's benefit balance receipt and the Food List. Provide only the approved foods in authorized quantities and size specified.
5. Not seek restitution from participants/parents/caretakers or proxies for WIC supplemental foods purchased in a COWIC transaction that were not paid for or only partially paid for by COWIC. COWIC is not obligated to pay for improperly handled or voided EBT transactions. 7 CFR 246.12(h)(3)(x).
6. Not conduct WIC transactions in a separate liquor portion of the store.
7. Not conduct WIC transactions in self-checkout lines without pre-approval.
8. Not require a minimum eWIC purchase.
9. Not provide or allow change (i.e., cash) to a WIC customer for purchases less than the total value of the cash value benefit (CVB) for produce. 7 CFR 246.12 (h)(3)(x).
10. Allow the WIC customer to pay for produce with a form of payment other than eWIC during a transaction when the purchase price exceeds the WIC benefit amount available to the WIC customer.
11. For items not ringing up as WIC as expected, provide the WIC customer the options to either: a) have non-WIC items voided or b) to pay for them with a form of payment other than WIC.
12. Agree that WIC authorization is not a guarantee of sales.
13. Have a current, paid maintenance agreement in place with their system dealer/technical support personnel.
14. Reimburse COWIC for claims submitted for payments already made by the Program for charges of more than the actual purchase of the supplemental foods. COWIC may make price adjustments to the purchase price on WIC transactions submitted by the retailer for redemption to ensure compliance with the price limitations applicable to the retailer. When COWIC determines the retailer has committed a retailer violation that affects the payment to the retailer, COWIC will delay payment or establish a claim. The retailer must submit payment for the claim or an adequate justification for the excessive charge to COWIC within 30 days of written notification. COWIC may offset the claim against current and subsequent amounts to be paid to the retailer. In addition to denying payment or assessing a claim, COWIC may



sanction the retailer for retailer overcharges or other errors in accordance with the COWIC sanction schedule. 7CFR 246.12(h)(3)(viii)(ix).

15. Not require payment of COWIC (including WIC benefits) for ordering services or delivery of WIC foods; WIC foods offered for delivery cannot be priced higher than the in-store price.
16. Notify COWIC of major software and/or equipment adjustments or alterations are made to the retailer's in-store ECR system (e.g., changes in purchase receipt, voiding, scanning and payment processing).
17. Maintain a COWIC certified in-store Electronic Cash Register (ECR) system in a manner necessary to ensure system availability for WIC EBT redemption processing during all hours the retailer is open. The retailer agrees that its ECR system shall transact cash value for authorized fruits and vegetables. Execution of this Retailer Agreement is conditioned on the retailer maintaining its state certified in-store ECR system that accommodates cash value. After execution of this Agreement, the retailer's failure to maintain a state-certified ECR system on an on-going basis that ensures system compliance with WIC policies and procedures, transacts cash value, and/or ensures the accuracy of data, shall result in termination of the Retailer Agreement.
18. Ensure the certified in-store EBT redemption process allows a reasonable degree of security for protecting the PIN used by WIC shoppers. Only the WIC shopper may enter the PIN to initiate the transaction. The retailer must not enter the PIN for the WIC shopper.
19. Provide necessary receipts for the WIC shopper to accept/approve or reject the WIC transaction. Retailer personnel shall NOT accept/approve or reject/cancel the WIC transaction for the WIC shopper.
20. Scan or manually enter UPC or Price Look-Up (PLU) codes only for WIC-authorized items being redeemed. Never scan codes from UPC/PLU codebooks, reference sheets or from any product not actually purchased with the eWIC card.
21. Notify COWIC and/or the COWIC eWIC contractor of significant changes to the store's ECR system and/or processing of eWIC.
22. Request state re-certification of the retailer's in-store ECR system if retailer alters/revises the system in any manner that impacts the WIC EBT redemption/claims processing after initial certification is completed. In the event an in-store ECR system is reconfigured or modified by the retailer and/or other parties in such a way that the ECR system no longer exhibits the required system accuracy, integrity, or performance required and under which requirements the ECR system was certified, COWIC will not accept a claim file from the system. The retailer is liable for the costs of all recertification events needed to return the ECR system covered by this Agreement to full compliance with COWIC's system requirements. Failure to seek re-certification when the retailer's ECR system is altered/revise shall subject the retailer to financial liabilities and/or disqualification.
23. Comply with COWIC policies for creating and updating the in-store UPC/PLU category/subcategory table of WIC authorized foods. Map only approved produce items (e.g, new, seasonal, random weight produce) to the appropriate corresponding PLU. Failure to comply shall result in the retailer's financial liability for WIC EBT sales transactions involving invalid or unauthorized UPC/PLU codes and other sanctions as appropriate.
24. Adhere to the International Federation for Produce Standards (IFPS) for PLU codes for the purpose of WIC EBT claim submission. Any fruit/vegetable UPC/PLU reserved for store use must map back to an International Standard PLU for the same produce.
25. Submit information (e.g., UPC/PLU, description, picture, etc.) of new approved items to COWIC. (Options for sending the information include completing the Item Request Form found on www.ColoradoWIC.gov (under section eWIC: EBT), b) texting a picture to (720) 630-3391, or c) providing an excel file containing item details to cdphe_askwic@state.co.us).
26. Reimburse COWIC pro-rata for WIC EBT system costs, if applicable, if the retailer is disqualified, terminated or closed.
27. Have an authorized Colorado WIC Retail Agreement and operate a certified system implementation prior to accepting eWIC cards for purchase.
28. Notify COWIC within three days in the event of eWIC transactions becoming inoperable.
29. Accept and assume payment for equipment, ongoing maintenance and operational costs. (Unless the retailer is identified as needed for participant access to WIC foods and/or pre-approved for the provision of a stand beside device.)



Section XI. Becoming (& Remaining) WIC Authorized

A. The Application

Please call COWIC at (303) 692-2400 or email cdphe_askwic@state.co.us to request a blank retailer application. Submit application packets via email or mail/deliver to:

Colorado Department of Public Health & Environment
Attn: Retailer Unit
WIC Program-PSD-NS-A4
4300 Cherry Creek Drive South
Denver, CO 80246-1530

PLEASE NOTE:

- Only completed applications will be assessed for eligibility. COWIC will make one attempt to notify the applicant of deficiency.
- Retailers cannot reapply for WIC authorization for at least 12 months from the date an application is denied, unless local conditions change, e.g., the only store in the area closes or is disqualified. Farmers and pharmacies are exempt from this waiting period.
- COWIC reserves the right not to process new applications (i.e., for initial authorization) received during up to the last 120 calendar days of the current agreement period.
- COWIC may deny authorization or terminate an executed agreement if it determines that the applicant provided false or incomplete information in connection with its application.

B. Steps in the Approval Process

Step 1: Application

Submit an application packet that includes:

- Application
- Agreement*
- Price List*

**The majority of chain stores have one WIC Retailer Agreement that covers each of their WIC-authorized stores. Additional stores within the chain are added to the existing Retailer Agreement as they are approved. Therefore, submission of duplicate Agreements and Price Lists for chain stores are not required.*

Step 2: Meeting Authorization Criteria

COWIC will review the application in accordance with WIC authorization selection criteria. If it is determined that the criteria are not met, the application will be denied and the retailer notified within 90 days.

Step 3: Pre-Authorization Visit

If the store is applying under a new Agreement, the LARC will complete a pre-authorization visit within 45 days of receipt of the application. However, COWIC may require a pre-authorization visit within 14 days to confirm retailer's compliance with the selection criteria. If it is determined that the criteria are not met, the application is denied.



Step 4: Orientation Visit

The local WIC agency will conduct an orientation session with at least one representative of the store within 45 days after receipt of the application. (Steps 3 and 4 may be conducted simultaneously.) The purpose of the orientation visit is to:

- Provide training to store representative(s) on WIC training topics including, benefits/nutritional goals of COWIC, why specific foods are prescribed and details of the Food List.
- Review WIC transaction procedures.
- Discuss Program policies and procedures and the sanctions for non-compliance.
- Identify any areas that are out of compliance with Program policies and procedures and set a mutually agreed upon plan and date for correction.
- Provide training and support to the store representative(s) through information and tools so that they can successfully conduct cashier initial preparation training on WIC policies and procedures. (Typically, a WIC manual is provided to the store at the visit.)

Step 5: Training & Documentation

Store and chain managers are responsible for training cashiers, as well as other staff involved with WIC transactions, on accepting eWIC cards so that they are comfortable and prepared to take eWIC transactions by providing initial cashier training. (Section VI details WIC training.) Store trainers are welcome and strongly encouraged to be in attendance at the orientation visit that is conducted by WIC staff and to use tools and materials provided by WIC in their cashier training. (Internal training processes used to conduct initial cashier training should be submitted to COWIC for approval.)

Training must be documented, provided to WIC and a copy maintained in the WIC manual as required.

Step 6: Review of Criteria

Upon completion of orientation, cashier training and the appropriate documentation, COWIC (through its Retailer Coordination Unit) will complete the initial criteria review and assess the retailer for meeting the authorization selection criteria, with the exception of EBT capability. Retailers not in compliance will be notified of denial.

Step 7: Review of eWIC Capability

The capability for EBT will then be assessed. Retailers must demonstrate EBT capability and pay for their EBT equipment and EBT solution. Retailers demonstrate EBT capability when the following is met:

The retailer has a fully certified POS system that can accept WIC purchases, obtain a benefit balance, and complete an eWIC transaction accurately and securely and exchange files pursuant to COWIC's eWIC system requirements and eWIC authorization selection criteria. The retailer is responsible for the cost and fees, including equipment, phone and/or internet and eWIC transaction processing.

The certified eWIC system may be integrated into the retailer's Electronic Cash Register or (with approval) demonstrated through the use of a COWIC eWIC stand beside device leased or purchased from the COWIC eWIC contractor. A stand beside device requires the retailer to have sufficient infrastructure (e.g., electrical outlet, internet, patch /ethernet cable and/or phone line, etc.) to install and use an eWIC stand beside device to put through WIC transactions. COWIC will provide contact information for the current eWIC contractor with leasing/purchase options.

COWIC will provide and/or share the cost of a POS stand beside device used for WIC transactions for retailers that are identified as meeting a participant access need and/or for retailers authorized before 1/1/2019.

Step 8: Authorization

A WIC manual, signed agreement and approval letter will be sent to authorized retailers with a notice to the local WIC contact.

C. Location & Facility Change

WIC authorized retailers changing physical location or temporarily closing for remodeling should inform the WIC Program at least one month before the change and provide the following information: changes in SNAP number, staffing, contact information/address, store name and/or store number. Reapplication may not be required if confirmed by COWIC that the change does not constitute a new store.



D. Ownership Change

If ownership of a retailer changes during the agreement period, the Retailer Agreement becomes void on the date of ownership change. The new owner must file an application and be approved prior to accepting WIC transactions. Retailers should provide written notification to COWIC 30 days in advance of such changes in order for the LA to contact participants affected by the change. Failure to notify COWIC of ownership change may result in the repayment of WIC funds issued to the unauthorized store owner.

E. Re-authorization Criteria

Retailer Agreements are valid only for the period of time specified and a Retailer may not continue accepting WIC food instruments (e.g., checks or eWIC cards) past the Agreement expiration date. Information for the renewal of authorization will be sent directly to independent retailers and to the headquarters representative of chain retailers at least 30 days in advance of the expiration date of the Retailer Agreement.

Grocery store, pharmacy and commissary retailers must maintain levels of WIC redemptions. For those located in an urban area, if monthly WIC sales fall below \$750 for three consecutive months prior to the time of the Retailer Agreement renewal evaluation, the Agreement will not be renewed. For those located outside an urban area, if monthly WIC sales fall below \$250 for three consecutive months prior to the time of the Retailer Agreement renewal evaluation, the Agreement will not be renewed. If retailer redemptions fall below the above levels for three consecutive months throughout the agreement period, the Agreement may be terminated by the Program or the retailer.

There are two exceptions to this criterion: 1) if inadequate Participant access would result from the denial of a retailer's reauthorization and 2) if the retailer has been authorized less than four consecutive months prior to the time of the redemption evaluation.

F. Participant Access Criteria & Considerations

Limited access to sources of healthy and affordable food may make it harder for some Americans, including those participating in WIC, to eat a healthy diet. Participant access is not defined as participant convenience or preference. Inadequate participant access would cause a hardship, not just an inconvenience, to participants. The impact on WIC participants' access to healthy supplemental foods is a consideration in the WIC partnership with retailers in the following areas.



- **Sanctions:** Prior to the disqualification of a retailer, participant access is reviewed in determining whether to disqualify the retailer or impose a CMP in lieu of disqualification. If disqualification of the retailer would result in inadequate participant access, then a CMP will be imposed. The Program will consider participant access when determining reciprocal disqualification based on SNAP disqualification or CMP.
- **Authorization:** Retailers that meet WIC authorization criteria other than for SNAP and eWIC capability criteria will be reviewed to determine if they are needed for participant access. If the Program determines a retailer is necessary for participant access, waivers may be made in these areas:
 - **SNAP:** An exception may be made to the SNAP authorization requirement.
 - **eWIC Capability/Cost Sharing:** The Program may be able to provide or share in the cost of a eWIC point-of-sale stand beside device.
- At the Program's discretion, a retailer may be authorized outside of the normal authorization process when determined an inadequate participant access exists. Emergency situations may be caused by, but are not limited to, the following circumstances:
 - Disqualification (or agreement termination) of the only authorized retailer in the area,
 - A change of ownership or location of an authorized retailer, or
 - Disaster or other causes for the loss of an authorized retailer.

Participant access determinations are at the Program's discretion and are not subject to administrative review. The Program must include documentation of its participant access determination and any supporting documentation in the file of each retailer who is disqualified or receives a CMP in lieu of disqualification.

When making the determination of participant access, the Program considers indicators of food access in the area the store is located, such as:

- Accessibility to sources of healthy food, as measured by distance to a WIC-authorized store or by the number of WIC-authorized stores in an area.
- Individual-level resources that may affect accessibility, such as nationality, ethnicity or religious dietary needs, refugee status, family income, language, or vehicle availability.
- Neighborhood-level indicators of resources, such as the average income of the neighborhood and the availability of and proximity to public transportation, family shelters, or transitional housing.
- Geographic barriers that would significantly restrict participants' access to using other authorized retailers operating in the area.

Participant access will be determined as adequate when there is an adequate number of authorized retailers operating in the area to meet participant demand and accessibility.



Definitions & Additional Details

Administrative Appeal	A hearing procedure whereby a retailer adversely affected by a WIC action may appeal the action to an impartial hearing officer provided by the Colorado WIC state agency.
Administrative Finding	A factual or legal determination made by the Program through investigations, complaints, data analysis or administrative reviews.
Agreement and Handbook	<p>By reference this WIC Handbook is made part of the Colorado WIC Retailer Agreement (Retailer Agreement), and the policies and procedures outlined in this WIC Handbook are an integral part of the Retailer Agreement. The WIC Handbook was developed in accordance with 7 CFR Part 246, the Special Supplemental Nutrition Program for Women, Infants and Children Food Delivery System. It incorporates existing federal regulations and policies pertaining to the Program's food delivery system in Colorado; any changes to the federal regulations and/or the Program's policies and procedures will be incorporated as policy letters and/or agreement amendments and sent to retailers.</p> <p>As part of the Retailer Agreement, retailers agree to comply with existing federal regulations, COWIC policies and procedures, and amendments as provided for in policy letters issued by the Program. Retailers are subject to all applicable federal and state laws and should not rely solely on the WIC Handbook for interpretation of applicable requirements.</p>
Colorado WIC Food List & Shopping Guide	List of WIC-approved foods developed by the Program. (Also referred to as the COWIC Food List or Food List.)
Applicant	A grocery store, commissary, farmer or pharmacy that applies to COWIC to be an authorized WIC retailer.
Approved/ Allowable Foods	Only those types, brands, sizes and varieties of foods and infant formulas as listed in the current Food List & Shopping Guide.
Approved Product List (APL)	Electronic files identifying WIC food items authorized by COWIC for purchase with WIC benefits. These files, which consists of thousands of UPC and PLU, are developed by COWIC and sent nightly to stores. Most stores get the APL automatically; a smaller number should manually download the APL. If an item's UPC is not on the APL, the item will not ring up as WIC. Shoppers and retailers can submit an item (and UPC number) to COWIC for review. Items that are WIC approved by COWIC will be added to the APL and available to the shopper after at least 2 days.
Authorized Broker or Distributor	Manufacturer, distributor, wholesale supplier or other registered (i.e., has applicable local, state and/or federal licenses, permits, valid Federal Tax Identification Number) food supplier (such as a broker and/or fresh produce supplier). (For a listing of WIC authorized formula sources, please go to www.ColoradoWIC.gov , under section <i>Retailer</i> , tab <i>Retailer authorization</i> , click the link called: approved suppliers .) wholesaler supplier food supplier
Benefits	Items issues to a WIC participant.
Benefits Balance	A listing of benefits available with eWIC benefit card that specifies the quantity, food category, size, dollar amount and sometimes brand of food prescribed to a WIC household that must be redeemed with a designed time.




“Best if used by”	Date limiting the sale or use of the food item as provided for in Federal Food Drug and Cosmetic Act.
Business Integrity	Absence of conviction or a civil judgment for any activity indicating a lack of business integrity, including 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.
Cash Register/Active eWIC Cash Registers	An electronic device used at a point-of-sale (POS) to calculate financial transactions that allow for scanning items and processing payments. For the purposes of determining and informing COWIC of the number of active eWIC cash registers at authorization and renewal of authorization, count the number of individual devices capable of scanning WIC items and processing eWIC receipts, payments and transactions that are in a lane available to WIC shoppers and routinely used by shoppers to purchase their grocery items. This includes integrated cash registers and stand beside devices used for eWIC transactions that are actively used by WIC customers in the purchase of WIC foods, both self-checkout (if certified for processing eWIC) and cashier assisted lanes. This excludes cash registers or stand beside POS devices used primarily for customer service, electronic, automotive or pharmacy purchases.
Cash Value Benefit (CVB)/ Also referred to as: Cash Value Voucher (CVV)	A fixed-dollar amount associated with the eWIC card used by a WIC cardholder to obtain authorized fruits and vegetables. In the event the amount of fruits and vegetables exceeds the dollar amount available, the cardholder must be provided the option to pay the difference.
Change of Ownership	Any transfer of the right to control the assets or management of a retailer, or any majority changes in ownership of a sole proprietorship, of a partnership or of the stock of a corporation which owns a retailer location.
Civil Money Penalty (CMP)	A monetary fine assessed against a retailer for Program abuse.
Claim	A bill or request for reimbursement of funds.
Class A Violations	Mandatory federal violations and sanctions as defined in 7 CFR Part 246.12. These violations are flagrant violations of Program policies and undermine the goals of the Program.
Colorado WIC/ Colorado WIC Program/COWIC	Colorado’s Special Supplemental Nutrition Program for Women, Infants and Children (WIC) as administered by the Colorado Department of Public Health and Environment (CDPHE). Also referred to as COWIC, Colorado WIC, Colorado WIC Program, WIC Program and the Program.
Compliance Investigation	An investigation is a method used by the Program to determine if violations are occurring or have occurred in the past. An investigation may include an administrative review, covert compliance buy, inventory audit and/or coordinated efforts with other organizations.
Compliance Buy	Covert, on-site investigation, in which a representative of COWIC poses as a WIC shopper, conducts a WIC transaction and does not reveal during the visit that he or she is a COWIC representative.



Confidential Retailer Information	Based upon 7 CFR § 246.26(e), confidential retailer information is any information about a retailer that identifies the retailer except for the retailer's name, address, authorization status, telephone number, website/email address and store type.
Conflict of Interest	A conflict of interest exists when there is a pecuniary relationship between the retailer and the Program or the LA; when relatives serve WIC participants; and/or when training or monitoring visit is conducted by a LA staff person who may be related to the store owner or other store management staff. Additionally, conflict of interest exists when relatives serve WIC participants. COWIC shall terminate the Retailer Agreement if it identifies a conflict of interest between the retailer and COWIC or the local agency.
Convenience Store	A store that offers a limited line of convenience items, typically open long hours. Primarily engaged in retail sale of a variety of canned goods, dairy products, pre-packaged meats and other grocery items in limited amounts, usually sell a large variety of ineligible products, such as hot coffee, alcohol or tobacco products or gasoline.
Conviction	A finding of guilt by a judge or jury or an entry of a plea of guilty.
Contract Brand Infant Formula	Infant formulas (except exempt infant formulas) produced by the manufacturer awarded the infant formula cost containment contract by the Program.
Corrective Action Plan (CAP)	A written plan the retailer develops that outlines the steps that will be taken to correct violations identified during monitoring visits, compliance buys, complaints or administrative reviews.
Custom Data Processing, Inc. (CDP)	An WIC EBT contractor and FIS business partner. FIS and CDP process eWIC transactions. (At time of printing, CDP is the eWIC contractor and the main contact for the integrated retailers and TPP.)
Days	Calendar days.
Disqualification	Termination of a retailer's authority to participate in the Program.
Drug	(A) A beverage containing alcohol, (B) A controlled substance (having the meaning given it in section 102(6) of the Controlled Substance Act (21 U.S.C. 802(6)), or (C) A controlled substance analogue.
Educational Buys	On-site investigation in which a representative of conducts a WIC transaction. The store manager or store representative is typically aware of the visit beforehand (and sometimes has requested the visit). The purpose of an education buy is generally to assist WIC, the store manager and the cashier to observe a WIC transaction and identify enhancements.
EBT	Electronic Benefits Transfer. The EBT system used for eWIC transactions is called eWIC.
Electronic Cash Register (ECR)	A type of cash register used by stores with an integrated system to accept eWIC transactions.



Endorser	Participant, parent or caregiver of an infant or child participant who is authorized to obtain supplemental foods on behalf of a participant.
Family	A group of related or non-related individuals who are living together as one economic unit, except that residents of a homeless residence or an institution shall not all be considered as members of a single family.
Farmer	A Colorado farmer is defined as an individual/sole proprietorship, partnership, non-profit or corporation who owns, leases, rents or sharecrops land in Colorado to grow, cultivate or harvest fruit and/or vegetable crops on that land.
Financial Statements/ Documents	Retailers agree to maintain and provide upon request the following information: monthly, quarterly or annual total volume of business and/or gross edible food sales and purchase and inventory records of WIC foods purchased for a set period of time such as invoices, receipts and bank deposits, inventory/shelf price records of WIC food items and SNAP sales volume. COWIC may request specific records to validate this information at any time during the agreement period, such as: invoices for staple food items from a wholesaler, distributor and/or manufacturer; financial statements, reports, tax forms or other records sufficient in establishing SNAP-eligible food sales (for example: Form 1065 for partnerships, Form 1040, schedule C for sole proprietorships or Form 1120 for corporations). Acceptable invoices shall legibly and clearly reflect the name of the retailer, name and address of the wholesaler or supplier, date of purchase, unit and total prices, and list of items purchased including description, size stock number and Universal Product Code (UPC). The retailer is responsible for the validity of this information and sanctions, up to disqualification, may be assigned if the information is proven inaccurate or records cannot be produced. Purchase records (e.g., invoices and receipts) must clearly describe the items or have computer codes which can be verified by the seller. Hand dated documents are not acceptable.
Findings	A determination made by the Program or the LA WIC staff regarding retailer violations. This may include, but is not limited to, the results of administrative reviews, investigations, data analysis, complaints or monitoring visits.
Fidelity Information Services (FIS)	An eWIC contractor and CDP business partner. (At time of printing, FIS and CDP processes COWIC transactions and also lease stand-beside equipment to non-integrated retailers through a Merchant Agreement.)
Food Delivery System	The method used by the Program to provide supplemental foods to WIC participants.
Food Instrument	The instrument used by WIC to conduct WIC transactions, (e.g., eWIC cards and WIC checks).
Grocery Store	A retail store in a fixed and permanent location that maintains regular business hours, whose primary business is the sale of food. A store primarily engaged in retail sales of a variety of food products and general merchandise as a full line grocery store. A grocery store stocks on a continuous basis, multiple varieties of the following product categories: (i) canned foods, (ii) frozen foods, (iii) dairy products, (iv) fresh and frozen meat, fish and poultry, (v) fresh fruits, (vi) fresh vegetables, (vii) juices, (viii) bakery/grain goods including, but not limited to, breads, pastries, rice, crackers and tortillas, (ix) dried grains and beans, (x) baby products, (xi) household cleaners, (xii) laundry products and (xiii) health care products.

Handbook	Colorado WIC Retailer Handbook. Also referred to as WIC Handbook.																																																
Herbs and Spices (Not Approved)	 <p style="text-align: center;">Colorado WIC - List of Not Allowed Herbs & Spices</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Allspice</td> <td style="width: 50%;">Juniper Berry</td> </tr> <tr> <td>Anise</td> <td>Lemon grass</td> </tr> <tr> <td>Basil</td> <td>Mace</td> </tr> <tr> <td>Bay Leaf</td> <td>Marjoram</td> </tr> <tr> <td>Bouquet Garni</td> <td>Mint</td> </tr> <tr> <td>Caraway</td> <td>Mirepoix</td> </tr> <tr> <td>Cardamom</td> <td>Mustard Seed</td> </tr> <tr> <td>Cayenne</td> <td>Nasturtium</td> </tr> <tr> <td>Celery Seed</td> <td>Nutmeg</td> </tr> <tr> <td>Chervil</td> <td>Oregano</td> </tr> <tr> <td>Chili Powder</td> <td>Paprika</td> </tr> <tr> <td>Chives</td> <td>Parsley</td> </tr> <tr> <td>Cilantro</td> <td>Pepper: black, white or green</td> </tr> <tr> <td>Cinnamon</td> <td>Poppy Seeds</td> </tr> <tr> <td>Clove</td> <td>Rosemary</td> </tr> <tr> <td>Coriander</td> <td>Sachet Bag</td> </tr> <tr> <td>Cumin</td> <td>Saffron</td> </tr> <tr> <td>Curry</td> <td>Sage</td> </tr> <tr> <td>Dill</td> <td>Savory</td> </tr> <tr> <td>Fennel</td> <td>Sesame</td> </tr> <tr> <td>Fenugreek</td> <td>Tarragon</td> </tr> <tr> <td>Garlic</td> <td>Thyme</td> </tr> <tr> <td>Ginger</td> <td>Turmeric</td> </tr> <tr> <td>Horseradish</td> <td>Vanilla Bean</td> </tr> </table> <p style="text-align: right; font-size: small;">Effective: 3/10/2016</p>	Allspice	Juniper Berry	Anise	Lemon grass	Basil	Mace	Bay Leaf	Marjoram	Bouquet Garni	Mint	Caraway	Mirepoix	Cardamom	Mustard Seed	Cayenne	Nasturtium	Celery Seed	Nutmeg	Chervil	Oregano	Chili Powder	Paprika	Chives	Parsley	Cilantro	Pepper: black, white or green	Cinnamon	Poppy Seeds	Clove	Rosemary	Coriander	Sachet Bag	Cumin	Saffron	Curry	Sage	Dill	Savory	Fennel	Sesame	Fenugreek	Tarragon	Garlic	Thyme	Ginger	Turmeric	Horseradish	Vanilla Bean
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High-Risk Retailer	Retailer who has been flagged by criteria used by the WIC Program to detect Program abuse. High-risk are prioritized for investigation.																																																
Identical Authorized Supplemental Food Item	A food item that is the exact brand and size as the original authorized supplemental food item obtained and returned by the participant.																																																
Inadequate Participant Access	A hardship on WIC participants that limits their access to an authorized retailer. A situation where WIC participants would be adversely affected by an action such as disqualification of retailer, non-authorization, etc.																																																
Infant Formula	<p>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.</p> <ul style="list-style-type: none"> ✓ Breastfeeding: Breast milk is the best food for a baby’s body and brain. ✓ Rebate Program: COWIC participates in an infant formula rebate program with a specific formula manufacturer. The manufacturer agrees to pay a rebate based on the number of containers purchased by WIC. COWIC will notify retailers of contract changes. ✓ No Substitution: Formula prescribed to the participant is the ONLY brand and size of formula they may purchase. The system will only allow the prescribed item to be purchased with WIC. Formula is an integral part of a baby’s diet and is chosen for specific dietary need. ✓ Special Formulas May be Requested: Special formulas prescribed by a physician are also provided by WIC. Retailers and/or pharmacies may be requested (though not required) to order special formula when necessary. ✓ Authorized Sources: To ensure the integrity of the product, retailers are required to purchase infant formula from approved suppliers (i.e., approved wholesalers, distributors and retailers licensed in Colorado and through manufacturers 																																																



	<p>registered with the Food and Drug Administration (FDA) that provide infant formula). (A list of authorized formula sources is located at: www.ColoradoWIC.gov. Follow the links related to retailers, retailer authorization, and approved suppliers.)</p> <ul style="list-style-type: none"> ✓ "Use by" Date: Regulations administered by the United States Food and Drug Administration (FDA) require that a "use by" date be declared on each container of infant formula. An infant formula that has passed its "use by" date may not provide the nutrient levels required under the Federal Food, Drug and Cosmetic Act. Therefore, a retailer shall not offer for sale any infant formula that is past its "use by" date.
Infants	Individuals under one year of age.
Inventory Records	Up-to-date records that are required for tax purposes and that include records on purchases, receipts and inventory.
Inventory Audit	The examination of food inventory invoices or other proofs of purchase to determine whether a retailer has purchased sufficient quantities of supplemental foods to provide participants the quantities reported as redeemed by the retailer during a given period of time.
Investigation	An administrative review, compliance buy, inventory audit, and/or coordinated efforts with SNAP to determine whether violations are occurring or have occurred.
Lack of Business Integrity	Activities indicating a lack of business integrity include 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.
Local Agency Retailer Coordinator (LARC)	Staff from the Local WIC Agency located within the retailer's service area. Specific roles and responsibilities are listed in Section VII.
Local WIC Agency (LA)	A) A public or private, nonprofit health or human service agency that provides WIC services through contract with the Program; or B) Intertribal council or group that is an authorized representative of Indian tribes, bands or groups recognized by the Department of the Interior, which operates a local WIC clinic.
Logo/Acronym	<ul style="list-style-type: none"> • Use of acronym "WIC" and WIC logo, in total or in part, is reserved for official use of Program. • Retailers are not permitted to use the WIC acronym, or close facsimiles, in the name of the retailer. • Retailers are permitted to display signs notifying the public of COWIC authorization that are provided by COWIC. • WIC-authorized retailers are restricted from using the WIC acronym in advertising and other promotional activity without the consent of COWIC. • Retailers are not allowed to use the WIC logo in advertising or other promotional activity. • Retailers may not apply stickers, tags or labels that have the service mark on WIC-approved items.



Military Commissary	Department of Defense-established retail outlet for the sole use of active and retired military personnel and their dependents.
Minimum WIC Foods Stocking Requirements	The minimum quantities and varieties of approved foods and/or infant formulas a grocery store is required to keep in the customer area as specified in this Handbook.
Not to Exceed (NTE)	The maximum price for individual food items/peer group.
Nutrition Education	Individual or group education sessions and the provision of information and educational materials designed to improve health status, achieve positive change in dietary habits, and emphasize relationships between nutrition and health, all in keeping with the individual's personal, cultural and socio-economic preferences.
Nutritional Risk	A) Detrimental or abnormal nutritional conditions detectable by biochemical or anthropometric measurements, B) Other documented nutritionally-related medical conditions, C) Dietary deficiencies that impair or endanger health, or D) Conditions that predispose persons to inadequate nutritional patterns or nutritionally related, medically-related conditions.
Overcharge	Intentionally or unintentionally charging the Program more for approved supplemental foods than is permitted under the Retailer Agreement and/or intentionally or unintentionally charging participants more than non-WIC customers or more than the posted shelf prices.
Participants	Pregnant women, breastfeeding women, postpartum women, infants and children who are receiving WIC benefits. As referenced in this Handbook, may also include parents or caregivers of infant and child participants (endorsers), proxies or alternate shoppers.



Participant Access	<p>Access of WIC participants to supermarkets, supercenters, grocery stores, or other sources of healthy food.</p> <p>Indicators of food access issues include:</p> <ul style="list-style-type: none">• Accessibility to sources of healthy food/Distance:<ul style="list-style-type: none">○ Urban Area: Distance to a WIC-authorized retailer is greater than one mile.○ Rural/Suburban: Distance to a WIC-authorized retailer is greater than ten miles.○ Rural/Suburban: There are less than two authorized stores in the county.• Individual-level resources that may affect accessibility, such as nationality, ethnicity or religious dietary needs, family income, language, or vehicle availability.<ul style="list-style-type: none">○ There are 20 or more WIC participants with specific language or nationality, refugee status, ethnicity or religious dietary needs that could be accommodated by this retailer. (e.g. source https://www.colorado.gov/pacific/cdphe/colorado-health-indicators)○ There is low vehicle availability in the area. (e.g., source https://www.ers.usda.gov/data-products/food-access-research-atlas/go-to-the-atlas/)• Neighborhood-level indicators of resources, such as the average income of the neighborhood and the availability of public transportation.<ul style="list-style-type: none">○ There is low average income in the area. (e.g. source https://www.ers.usda.gov/data-products/food-access-research-atlas/go-to-the-atlas/)○ There is public transportation or transitional housing available within walking distance to this retailer.○ There is a low-income housing complex within walking distance or a short distance to this retailer.○ There is a WIC clinic location nearby the retailer.• Geographic barriers that would significantly restrict participants' access to using other authorized retailers operating in the area.<ul style="list-style-type: none">○ Barriers (e.g., highway, river, etc.) or other conditions which make travel to other WIC retailers dangerous or difficult for participants without transportation?○ Geographic area has been demonstrated to have a need for increased access to produce or healthy foods.
Pattern	Regarding federally mandated violations/sanctions requiring a pattern: 1) two or more incidences of a violation that occur during any two-year period, 2) two or more failed compliance buys during an investigation (failed buys before notification to the retailer may count as one), or 3) one or more instances of violations during an inventory audit.
Peer Group	Federal regulations (7 CFR Part 246) require WIC agencies to implement a retailer peer group system (i.e., grouping similar stores together), competitive price criteria, and allowable reimbursement levels to ensure that WIC pays authorized retailers competitive prices. A retailer is assigned a peer group based on criteria that classifies the store type (i.e., supermarket, small grocery, supercenter, pharmacy, commissary, or farmer), geographic area and number of WIC-authorized stores owned and operated in Colorado (i.e., Minor= <30 or Major= ≥30). COWIC may change a retailer's peer group whenever it determines that placement in an alternate peer group is warranted. WIC programs must use these criteria to evaluate prices and authorization.



Pharmacy	An establishment issued a license to operate as a pharmacy under Colorado laws, whose business is to provide pharmaceutical products and nutritional supplements.
Point-of-Sale (POS) device	The equipment used to ring up food items in a grocery store or other retailer.
Postpartum Women	Women up to six months after termination of pregnancy.
Poverty Income Guidelines	The poverty income guidelines prescribed by the Federal Department of Health and Human Services, with each annual adjustment effective July 1.
Price Look-Up (PLU)	A 4-or 5-digit number defined by the International Federation for Product Stands (IFPS) used to identify products that are typically of variable measure.
Program	The Special Supplemental Nutrition Program for Women, Infants and Children (WIC) authorized by section 17 of the Child Nutrition Act of 1966, as amended.) In Colorado, the Program is also referred to as COWIC and Colorado WIC.
Program Abuse	A pattern of violations of Program policies and procedures as outlined in this Handbook.
Rebate	Money refunded under cost-containment procedures to the Program from manufacturers.
Receipt	<p>Documentation that delineates the items purchased and the price paid for items, including discounts and other adjustments. (Also referred to as purchase receipts.)</p> <p>Retailers shall provide the eWIC cardholder with a receipt which, at a minimum, shows the store name and address, the date of the transaction, product(s) purchased, price charged for each purchase, and the remaining balance of available benefits. In accordance with EBT Operating Rule 5.5.2 WIC Purchase receipt data, a WIC Purchase receipt [which may be separate or included in the WIC Vendor's sales receipt] shall include the following data:</p> <ul style="list-style-type: none">a) Last four digits of the card number of the Primary Account Number (PAN) only. All other digits shall not be displayed in the clear nor printed on the receipt.b) Store name. The generally accepted name for the location or one consistent with the WIC application to become an authorized WIC Vendor with a specific WIC State Agency.c) Store street address, city, state abbreviation and zip code.d) Local date and time of purchase.e) WIC food item identifier (if a separate WIC Purchase receipt is not provided).f) Benefit expiration date and time.g) Purchased food items including the food item quantity, description and unit of measure.h) Unit cost.i) Total purchase amount.j) Benefits remaining, including the benefit description, quantity and unit of measure.k) Unique transaction identifier or systems trace audit number.
Retailer	A retailer that enters into an agreement with COWIC (via the Colorado eWIC Retailer Agreement); a grocery store, commissary, farmer or pharmacy in a fixed and permanent location authorized by the Program, by signed agreement, to sell approved foods and/or infant formulas to participants. Also referred to as vendor.



Retailer Agreement	A signed Colorado WIC Retailer Agreement that authorizes retailers to conduct WIC transactions from participants of the Program (WIC shoppers) in accordance with the Program’s policies and procedures. By reference the WIC Handbook is made part of the Retailer Agreement and the policies and procedures outlined in this Handbook are an integral part of the Retailer Agreement. The Retailer Agreement, Retailer Handbook, federal regulations and policy letters outline policies and procedures that must be met by authorized retailers.	
Retailer Authorization	The process, by which the Program assesses, selects and enters into agreements with retailers that apply or subsequently reapply to be authorized as retailers.	
Retailer ID Number	The unique WIC identification number assigned to WIC-authorized retailers.	
Role of COWIC and LARC	<p>Role of COWIC Retailer Coordination Unit</p> <ul style="list-style-type: none"> ❖ Working with retailers and LARC to foster positive working relationships. ❖ Developing, implementing and enforcing procedures to ensure Program integrity. ❖ Providing retailers and LARC with support and information; answering questions about the Food List, etc. ❖ Providing guidance for LARC on enforcing policies and procedures. ❖ Coordination of Retailer Agreements and applications; authorizing and reauthorizing retailers to participate in COWIC. ❖ Providing training for LA WIC staff and retailers. ❖ Working with LARC and retailers to resolve ongoing problems. ❖ Facilitating communication between state staff and WIC LA’s regarding retailer issues. ❖ Enforcing federal regulations and initiating actions for sanctions against retailers who are in violation of COWIC’s policies and procedures. ❖ Providing general oversight of the retailer component of COWIC. ❖ Implement cost containment processes. 	<p>Role of the Local Agency Retailer Coordinator (LARC)</p> <ul style="list-style-type: none"> ❖ Conducting pre-authorization and orientation reviews. ❖ Providing training for retailers and WIC educators. ❖ Working with store personnel to handle questions about the Food List, obtaining special formulas, ensuring minimum stocking requirements are met and resolving ongoing retailer issues. ❖ Conducting site visits and monitoring visits. ❖ Responding to participant/retailer complaints and forwarding copies to the Colorado Retailer Coordination Unit. ❖ Reporting ongoing or serious retailer problems to the Colorado Retailer Coordination Unit for follow up. ❖ Working with the Colorado Retailer Coordination Unit and LA Director to develop procedures that address retailer problems. ❖ Enforcing federal and state regulations, policies and procedures. ❖ Communicating policy and procedural changes to retailers. ❖ Participating in Retailer Coordinator conference calls to facilitate communication between state staff and WIC LA regarding retailer issues. ❖ Recommending investigations against retailers who are in violation of COWIC. ❖ Assisting with disqualification/sanction implementation including, but not limited to, providing written documentation supporting the case against the retailer, testifying at Fair Hearing Procedures, etc.



		<ul style="list-style-type: none"> ❖ Providing general oversight of retailers within service area. ❖ Working with Colorado Retailer Unit on recommendations on retailer related policy.
Routine Monitoring	Overt, on-site monitoring during which Program representatives identify themselves to retail personnel. May include an education buy.	
Sanctions	Administrative action taken against a retailer as a result of a violation of the Program’s policies and procedures including, but not limited to, corrective action plans, mandatory training, non-payment of WIC transactions, disqualification and civil money penalty.	
Selection Criteria	The criteria established by the Program to select individual retailers for authorization.	
“Sell by”	Date limiting the sale or use of the food item as provided for in Federal Food Drug and Cosmetic Act.	
Shelf Price	Non-sale price of the food item as marked on the shelf or item.	
Signature (on <i>Retailer Agreement</i>)	The Colorado WIC Retailer Agreement may be executed in counterparts or with signatures obtained via facsimile or scan and electronic mail transmission, each of which have full force and effect upon execution by all parties to this Agreement. Scanned or faxed copies of signatures on the agreement are accepted by COWIC.	
Stand-Beside Point-of-Sale Device	Point-of-sale (POS) device that is directly connected to the eWIC contractor for retailers that are not running an integrated point-of-sale (POS) system.	
Standard Formula	Formulas items provided by WIC unless a physician diagnoses a medical condition that warrants a specialty formula.	
State Agency	WIC funds are made available to state and Indian tribal agencies to administer WIC across the country. The Colorado Department of Public Health and Environment (CDPHE) is the state agency in Colorado that administers COWIC.	
State Retailer Coordination Unit	WIC staff located at the state level responsible for the overall management and the day-to-day retailer coordination activities. Specific roles and responsibilities are listed in Section VII. (Also referred to as the COWIC Retailer Coordination Unit or team.)	
Store/ Store Location	The authorized selling location(s) of a grocer as indicated by the store name and/or store number or a farm (i.e., farm stand, booth at farmers market).	
Supplemental Nutrition Assistance Program (SNAP)	Supplemental Nutrition Assistance Program (SNAP), formerly known as the Food Stamp Program.	



SNAP Vendor Identifiers: Criteria Store Type	Supplemental Nutrition Assistance Program (SNAP) assigns designations such as criteria and store type to retailers applying for SNAP. These identifiers are assigned based on the retailer's total sales, food and staple food sales and stock and type of foods (e.g., staple, perishable and product type), etc.
Supplemental Foods	Foods containing nutrients determined to be beneficial for pregnant, breastfeeding, and postpartum women, infants and children prescribed by the Program.
Third Party Processor (TPP)	An intermediary that processes the electronic transactions and payments to the retailer.
Trafficking	The exchange of WIC benefits for cash.
Training/WIC Training	<p>Each retailer employee involved with WIC transactions (including managers) should receive WIC training. WIC training is designed to prevent program errors and noncompliance and improve program service as well as increase cashier confidence and proficiency.</p> <p>At a minimum the following topics must be covered by COWIC during annual WIC training:</p> <ul style="list-style-type: none"> • Purpose of WIC and WIC food packages. • Approved WIC foods. • WIC policies and procedures (including minimum variety and quantity of foods that must be stocked; required sources of infant formula and use of incentive items). • eWIC transaction and redemption procedures. • Violation point system and sanctions for non-compliance (from non-payment of WIC purchases to disqualification). • Retailer complaint process and how to handle special circumstances. • Claims procedure. • Changes to WIC.
Transaction Date	The date a WIC shopper purchases WIC items at a retailer via purchase with an eWIC card.
Universal Product Code (UPC)	A specific type of barcode used to identify products sold by the WIC retailer. Approved WIC food item codes are entered on the APL file.
Unauthorized Channel	Retailers or individuals who are not authorized to accept WIC transactions. An example of accepting eWIC cards outside authorized channels may be a retailer who owns more than one store, some of which are not authorized, accepting WIC eWIC cards at an unauthorized store and redeeming through an authorized store.
"Use By" Date	Date limiting sale or use of a food item as provided for in Federal Food Drug and Cosmetic Act.
Urban Area	Urbanized Areas (UAs) are made up of 50,000 or more people and represent densely developed territory, and encompass residential, commercial, and other non-residential urban land uses. Urban area (also referred to as Metropolitan area) definition based on Census data and definition available at: https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural/2010-urban-rural.html . "Rural/Suburban" encompasses population, housing, and territory not included within an urban area.



	Urban areas in Colorado at time of printing are identified as: Aurora, Boulder, Colorado Springs, Denver, Erie, Fort Collins, Grand Junction, Greeley, Lafayette, Louisville, Longmont, and Pueblo.
Vendor	A grocery store, pharmacy, farmer or commissary in a fixed and permanent location or a farmer (see definition above) authorized by the Program, by signed agreement, to sell approved foods and/or infant formulas to participants. Also referred to as retailer.
Vendor ID Number	The unique and individual 3- or 4-digit numeric code assigned to each retailer by COWIC for identification purposes. A retailer must have a number assigned prior to accepting eWIC benefits.
Violation	Any intentional or unintentional actions of a retailer, owner, agents, officers, managers or employees (with or without the knowledge of management) which violate the Program's policies and procedures, retailer Agreement, federal or state statutes, and/or regulations governing the Program.
eWIC Card	An EBT card that is used by a participant to obtain specific supplemental foods via an electronic benefit transfer.
WIC Handbook	The Colorado WIC Retailer Handbook is a publication developed by the Program that describes the policies and procedures for WIC-authorized retailers and is an integral part of the Retailer Agreement. Also referred to as the WIC Handbook and Handbook.
WIC Shopper	The participant or any person designated by a participant, or by a parent or caregiver of an infant or child participant, to obtain an eWIC card and corresponding PIN, or to obtain supplemental foods on behalf of a participant.
WIC manual	The Colorado WIC Retailer Manual is a notebook provided to all authorized WIC retailers by the Program. Commonly referred to as the WIC Manual. The WIC Manual must be maintained on site for the duration of the Retailer Agreement and should include this Handbook, Retailer Agreement, WIC'S WORLD newsletters, policy letters and training documentation.

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Exhibits & Forms

A. Training Documentation for WIC Retailers Form

B. Price List Form

C. Formula Price List Form

D. Minimum Stocking Waiver Form

E. Retailer Agreement

F. Administrative Review Procedures for Retailer Appeals

G. Food Sales Fact Sheet

H. Materials Order Form



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Exhibit A- Training Documentation for WIC Retailers Form

COWIC Training Documentation for WIC Retailers

Store Name & #: _____ WIC Retailer ID #: _____
Address: _____

My signature below verifies that I have attended a WIC retailer training session (e.g., Initial Cashier Training, Required Success Training, etc.) and/or watched the COWIC training video. Topics include:

- Purpose of WIC and WIC food packages
- Allowable WIC foods
- Program policies and procedures (including minimum variety and quantity of foods that must be stocked, required sources of formula and use of incentive items)
- WIC transactions and WIC benefit redemption procedures (including the steps in a WIC purchase)
- Retailer violation point system and sanctions for non-compliance (from non-payment to disqualification)
- Retailer complaint process and how to handle special circumstances
- Claims procedures
- Changes to the WIC Program

As an employee at a WIC-approved store, I understand the importance of accepting and processing eWIC cards correctly to ensure that our store is paid and WIC shoppers receive only the nutritious foods that are prescribed for them. Refer to your WIC Handbook or call your local WIC clinic with questions and/or input.

Print Name	Title	Signature	Date

Please note: This document must be maintained in the store’s WIC Manual (unless previously approved). All store employees involved in WIC transactions, including store management, must be trained and listed on this form.



Exhibit A- Training Documentation for WIC Retailers Form

Training Documentation for WIC Retailers

Print Name	Title	Signature	Date



Exhibit B- Price List Form

Colorado WIC Program

Shelf Price List

WIC ID #:	Store Name & #:	Date:
Your Name:	Phone #:	

Instructions:

- Please enter the HIGHEST cost WIC approved item that your store stocks.
- Please enter N/A in the price column if items are not stocked.
- Per Federal regulations, a shelf price list is required to be completed/submitted AT LEAST every 6 months.
- Please remember to enter the contact information and date on the top.

THANKS!

WIC Foods		
Food Item	Size	Price
Enfamil Infant Powder Mead Johnson (UPC: 300871365421) (Milk-based infant formula)	12.5 oz	\$
Enfamil ProSobee Powder Mead Johnson (UPC: 300871214415) (Soy-based infant formula)	12.9 oz	\$
Infant Cereal	8 oz	\$
Milk- Whole, Skim, 1% or 2%	Gallon	\$
Cheese- Block	Pound	\$
Baby Food- Fruit &Vegetables	4 oz	\$
Baby Food- Meat	2.5 oz	\$
Eggs- Large	Dozen	\$
Dry Beans/Peas/Lentils	Pound	\$
Peanut Butter	16-18 oz	\$
100% Juice- Frozen Can	11.5 - 12 oz	\$
100% Juice- Bottle	64 oz	\$

Shelf Price Lists submitted every 6 months, more often if prices change.
I certify the above information is true and correct.

Signature:

SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS & CHILDREN (WIC)

Choose the most convenient option to submit:

MAIL: Colorado Department of Public Health & Environment
WIC Program-Retailer Unit
PSD-NS-A4
4300 Cherry Creek Drive South
Denver, CO 80246-1530

FAX: (303) 756-0926 (ATTN: Retailer Unit)

EMAIL scanned copy to: cdphe_askwic@state.co.us

Excel spreadsheet can be requested at: cdphe_askwic@state.co.us



Exhibit B- Price List Form

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Exhibit C- Formula Price List Form

Colorado WIC Program Formula/Pharmacy Price List (Optional) Infant Formula & Nutritional Items

WIC ID #:	Pharmacy/Store Name & #:	Date:
Name:	Phone #:	

UPC	Name and size	Cost
041679021934	Boost High Protein Chocolate 12-pk of 8-oz bottles	
041679940662	Boost High Protein Chocolate 6-pk of 8-oz bottles	
10043900941391	Boost High Protein RTF 27 pack-8 oz (case)	
041679821978	Boost High Protein Strawberry 12-pk of 8-oz bottle	
041679944363	Boost High Protein Strawberry 6-pk of 8-oz bottles	
041679022009	Boost High Protein Vanilla 12-pk of 8-oz bottles	
041679941669	Boost High Protein Vanilla 6-pk of 8-oz bottles	
10043900335886	Boost Kid Essentials 1.5 Chocolate RTF 27 pack-8	
10043900335008	Boost Kid Essentials 1.5 Fiber Vanilla RTF 27 pac	
10043900335992	Boost Kid Essentials 1.5 Strawberry RTF 27 pack-8	
10043900335442	Boost Kid Essentials 1.5 Vanilla RTF 27 pack-8 oz	
683744350091	Bright Beginnings Soy Pediatric Drink RTF 6 pack-8	
070074533292	Calcilo XD Low-CA/Vitamin D Free w/ Iron Pwd 13.2	
043900142401	Compleat Pediatric TPsm RTF 8.45 oz	
070074511450	Cyclinex-1 Pwd 14.1 oz can	
070074511474	Cyclinex-2 Pwd 14.1 oz can	
749735126707	E028 Splash Grape RTF 27 pack-8 oz (case)	
749735110508	E028 Splash Orange-Pineapple RTF 27 pack-8 oz (ca	
749735126660	E028 Splash Tropical Fruit RTF 27 pack-8 oz (case	
070074535111	EleCare Infant DHA/ARA Unflavored Pwd 14.1 oz can	
070074662756	Elecare Jr. Banana Pwd 14.1 oz (case)	
070074662763	Elecare Jr. Banana Pwd 14.1 oz can	
070074662732	Elecare Jr. Chocolate Pwd 14.1 oz (case)	
070074662718	Elecare Jr. Chocolate Pwd 14.1 oz can	
070074552538	Elecare Jr. Unflavored Pwd 14.1 oz (case)	
070074552545	Elecare Jr. Unflavored Pwd 14.1 oz can	
070074565859	Elecare Jr. Vanilla Pwd 14.1 oz (case)	
070074565866	Elecare Jr. Vanilla Pwd 14.1 oz can	
300871409446	Enfagrow Soy Toddler Transitions Pwd Can 20 oz	
300870201423	Enfamil AR Pwd 12.9 oz	
300875103005	Enfamil AR RTF 6 pack-8 oz	
300870019448	Enfamil EnfaCare Pwd 12.8 oz	
300875102985	Enfamil EnfaCare RTF 6 pack-8 oz	
300875100691	Enfamil Gentlease Pwd 12.4 oz	
300875103418	Enfamil Gentlease RTF 6 pack-8-oz	
300875121542	Enfamil Infant 32 oz RTF bottle	
300871367418	Enfamil Infant Conc 13 oz	
300871365421	Enfamil Infant Pwd 12.5 oz	
300875115602	ENFAMIL INFANT RTF 32OZ BOTTLE	
300875102428	Enfamil Infant RTF 6 pack-8 oz	
300875123669	Enfamil NeuroPro Enfacare 32-oz RTF bottle	
300875122082	Enfamil NeuroPro EnfaCare Pwd 12.8 oz	



Exhibit C- Formula Price List Form

300871195417	Enfamil ProSobee Conc 13 oz	
300871214415	Enfamil ProSobee Pwd 12.9 oz	
300875102503	Enfamil ProSobee RTF 6 pack-8 oz	
300875111321	Enfamil Reguline Powder 12.4 oz	
300875105252	Enfaport RTF 6 pack-6 oz	
070074517858	Ensure Butter Pecan RTF 6 Pack 8 oz Bottles	
070074536231	Ensure Chocolate RTF 16 pack 8 oz bottles	
070074560168	Ensure Coffee Latte RTF 6 Pack 8 oz Bottles	
070074517872	Ensure Plus Butter Pecan RTF 6 Pack 8 oz Bottles	
070074407029	Ensure Plus Chocolate RTF 6 Pack 8 oz Bottles	
070074538105	Ensure Plus Dark Chocolate RTF 6 Pack 8 oz	
070074407180	Ensure Plus Strawberry RTF 6 Pack 8 oz Bottles	
070074407074	Ensure Plus Vanilla RTF 6 Pack 8 oz Bottles	
070074649115	Ensure Plus Chocolate RTF 24 (8-oz) (institutional	
070074649078	Ensure Plus Strawberry 24 (8-oz) Institutional	
070074649061	Ensure Plus Strawberry 8-oz RTF	
070074572635	Ensure Plus Vanilla RTF 24 (8oz) (institutional	
070074407012	Ensure Shake Chocolate RTF 6 Pack 8 oz Bottles	
070074538075	Ensure Shake Dark Chocolate RTF 6 Pack 8 oz Bottl	
070074407050	Ensure Shake Strawberry RTF 6 Pack 8 oz Bottles	
070074407111	Ensure Shake Vanilla RTF 6 Pack 8 oz Bottles	
070074633893	Ensure Strawberry RTF 16 pack 8 oz bottles	
070074534329	Ensure Vanilla RTF 16 pack 8 oz bottles	
749735002179	GA1 Anamix Early Years Pwd 400 gm	
070074511412	Glutarex-1 Pwd 14.1 oz can	
070074511436	Glutarex-2 Pwd 14.1 oz can	
749735001691	HCU Anamix Early Years Pwd 400 gm	
070074511177	Hominex-1 Pwd 14.1 oz can	
070074511191	Hominex-2 Pwd 14.1 oz can	
749735002117	IVA Anamix Early Years Pwd 400 gm	
070074511375	I-Valex-1 Pwd 400 gm	
070074511399	I-Valex-2 Pwd 400 gm	
070074511139	Ketonex-1 Pwd 400 gm	
070074511153	Ketonex-2 Pwd 400 gm	
749735002155	MMA-PA Anamix Early Years Pwd 400 gm	
749735001684	MSUD Anamix Early Years Pwd 400 gm	
749735023402	MSUD Maxamum Pwd 1 lb	
749735025956	Neocate Infant w/ DHA & ARA Pwd 14.1 oz	
749735017906	Neocate Junior Pwd Unflavored 14.1 oz	
749735064566	Neocate Junior w/ Prebiotics Pwd Strawberry 14.1	
749735029121	Neocate Junior w/ Prebiotics Pwd Unflavored 14.1	
749735006276	Neocate Junior w/ Prebiotics Pwd Vanilla 14.1 oz	
749735026908	Neocate Junior w/ Prebiotics Pwd Chocolate 14.1 oz	
749735021248	Neocate Junior w/ Prebiotics Pwd Tropical 14.1 oz	
749735124352	Neocate Splash Grape RTF 27 pack 8-oz (case)	
749735124369	Neocate Splash Orange-Pine RTF 27 pk 8-oz (case)	
749735124376	Neocate Splash Tropical Fruit RTF 27 pk 8-oz (case)	
749735144510	Neocate Splash Unflavored RTF 27 pack-8 oz (case)	
749735014363	Neocate Syneo Infant Pwd 14.1 oz	
300870498014	Nutramigen Conc 13 oz	
300875115640	Nutramigen RTF 1 quart (32 oz)-new-bottle	
300871239418	Nutramigen with Enflora LGG Pwd 12.6 oz	
798716062107	Nutren 1.0 Unflavored RTF 8.45 oz Tetra Prisma	



Exhibit C- Formula Price List Form

798716060561	Nutren 1.0 Fiber Unflavored RTF 8.45 oz Tetra Pri	
798716062206	Nutren 1.5 Unflavored RTF 8.45 oz Tetra Prisma	
798716062305	Nutren 2.0 Unflavored RTF 8.45 oz Tetra Prisma	
798716060622	Nutren Jr Vanilla TPsm RTF 8.45 oz	
798716060639	Nutren Jr Fiber Vanilla TPsm RTF 8.45 oz	
070074407357	Osmolite 1Cal RTF 8 oz	
070074580531	PediaSure Banana Cream RTF 6 Pack 8 oz Bottles	
070074538198	Pediasure Berry 6pk-8oz Bottles	
070074580593	PediaSure Chocolate RTF 6 Pack 8 oz Bottles	
070074580562	PediaSure Strawberry RTF 6 Pack 8 oz Bottles	
070074580500	PediaSure Vanilla RTF 6 Pack 8 oz Bottles	
070074564104	PediaSure 1.5 Cal RTF 8 oz	
070074518077	PediaSure Enteral w/ Fiber Vanilla RTF 8 oz can	
070074563695	PediaSure w/ Fiber Strawberry 6pk 8oz	
070074580623	PediaSure w/ Fiber Vanilla 6pk 8oz	
070074564128	PediaSure1.5 Cal w/ Fiber Vanilla RTF 8 oz can	
070074518053	PediSure Enteral Vanilla RTF 8 oz can	
070074669205	PediSure S'mores RTF 6 pack 8 oz Bottles	
798716062695	Peptamen Unflavored Tetra Prisma RTF 8.45 oz	
798716601405	Peptamen Jr Strawberry TPsm RTF 8.45 oz	
798716062534	Peptamen Jr Unflavored TPsm RTF 8.45 oz	
798716062527	Peptamen Jr Vanilla TPsm RTF 8.45 oz	
798716364157	Peptamen Jr Prebio1 Chocolate 8.45 oz	
798716162616	Peptamen Jr Prebio1 Vanilla 8.45 oz	
798716181853	Peptamen w/ PREBIO Vanilla Tetra Prisma RTF 8.45	
749735094778	Periflex Junior Pwd Unflavored 16 oz	
070074511214	Phenex-1 Pwd 400 gm	
070074557564	Phenex-2 Vanilla Pwd 400 gm	
070074511238	Phenex-2 Pwd 400 gm	
700847095015	PhenylAde Essential DM Chocolate Pwd 16 oz Cans	
700847095039	PhenylAde Essential DM Orange Creme Pwd 16 oz Can	
700847095046	PhenylAde Essential DM Strawberry Pwd 16 oz Cans	
700847095084	PhenylAde Essential DM Unflavored Pwd 16 oz Cans	
700847095022	PhenylAde Essential DM Vanilla Pwd 16 oz Cans	
300875101728	Phenyl-Free 1 Pwd 16 oz	
300875100035	Phenyl-Free 2 Pwd 16 oz	
300875100103	Phenyl-Free 2HP Pwd 16 oz	
749735101643	PKU Periflex Early Years - case	
749735001646	PKU Periflex Early Years 400 gm can	
749735094747	PKU Periflex Junior Plus Berry Pwd 400 gm	
749735094761	PKU Periflex Junior Plus Orange Pwd 400 gm	
749735094785	PKU Periflex Junior Plus Vanilla Pwd 400 gm	
300870387011	Portagen Pwd	
300870367013	Pregestimil Pwd Can 16 oz	
070074511498	Pro-Phree Pwd 400 gm	
070074511337	Propimex-1 Pwd 400 gm	
070074511351	Propimex-2 Pwd 400 gm	
070074502618	ProViMin Pwd 5.3 oz can	
300875104804	PurAmino Pwd 14.1 oz	
070074401089	RCF Concentrate 13 oz	
070074647128	Similac Alimentum Pwd 12.1 oz	
070074575131	Similac Alimentum RTF 32 oz	
070074111759	Similac Human Milk Fortifier 50 (.90 gm) pkt pwd	



Exhibit C- Formula Price List Form

070074574318	Similac NeoSure Pwd 13.1 oz	
070074574561	Similac NeoSure RTF 1 qt (32 oz)	
070074608501	Similac PM 60/40 Pwd 14.1 oz can	
043900458052	Tolerex Unflavored Pwd 2.8 oz pkg/6-pk	
749735002186	TYR Anamix Early Years Pwd 400 gm	
070074511290	Tyrex-1 Pwd 400 gm	
070074511276	Tyrex-2 Pwd 14.1 oz can	
300875101919	TYROS 1 Pwd 16 oz	
300875100240	Tyros 2 Pwd 16 oz	
043900713106	Vivonex Pediatric Pwd 6 packets-1.7 oz	
043900712772	Vivonex T.E.N. Unflavored Pwd 2.84 oz/10 pk	
749735023433	XLeu Maxamum Pwd 16 oz	
749735023440	XLys XTrp Maxamum Pwd 16 oz	
749735023419	XMet Maxamum Pwd 16 oz	
749735023426	XMTVI Maxamum Pwd 16 oz	
749735023020	XPhe Maxamum Pwd Orange 16 oz	
749735023013	XPhe Maxamum Pwd Unflavored 16 oz	

WIC formulas are generally fortified with iron, unless otherwise noted.

I certify the above information is true and correct.

Preparer Name: _____ . Preparer Signature: _____ .

Choose the most convenient option to submit:

MAIL:

Colorado Dept. of Public Health & Environment
C/O Retailer Unit
PSD-NS-A4
4300 Cherry Creek Drive South
Denver, CO 80246-1530

FAX:

(303) 756-9926 (ATTN: Retailer Unit)

EMAIL & SCAN:

cdphe_askwic@state.co.us

Excel spreadsheet can be requested at: cdphe_askwic@state.co.us



Minimum Stocking Waiver Form

Retailer: _____

Address: _____

Retailer WIC ID #: _____

Item description: _____

Upon request by a WIC participant and/or WIC staff, the item will be made available within 24-72 hours of the request. Once the request has been made this waiver becomes suspended.

Store Manager

Date

Local Agency WIC Staff

Date

Colorado Retailer Unit Representative

Date



Exhibit D- Minimum Stocking Waiver Form

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Exhibit E- Retailer Agreement

Colorado WIC Retailer Agreement

Colorado Department of Public Health & Environment (CDPHE)
Special Supplemental Nutrition Program for Women, Infants and Children (WIC)

Store Name and WIC ID# _____
(Attach list of store names and ID #'s if multiple locations)

This Retailer Agreement 2020-2022 (“Agreement”) is made by and between the state of Colorado, acting by and through Colorado WIC (COWIC), the Colorado Department of Public Health and Environment, Prevention Services Division, whose address and principal place of business is 4300 Cherry Creek Drive South, Denver, Colorado 80246, and the entity named below, hereinafter referred to as the “Retailer.”

Legal name of entity

Principal place of business—street address, city, state and zip code

Agreement effective, unless otherwise terminated, until: December 31, 2022.

PURPOSE

This document, upon signature by the retailer and Colorado WIC (COWIC), is an agreement for the purpose of providing an authorized source from which qualifying women, infants and children can obtain nutritious supplemental foods in accordance with the rules, regulations and policies of the Special Supplemental Nutrition Program for Women, Infants and Children established by the Food and Nutrition Service (FNS), United States Department of Agriculture (USDA) and the Colorado Department of Public Health and Environment (CDPHE).

FACTUAL RECITALS

Section I: Partnering with the Program

1. This Agreement authorizes the above-named Retailer to accept WIC food instruments issued by the State’s Special Supplemental Nutrition Program for Women, Infants and Children (WIC) (hereinafter referred to as the Program and COWIC).
2. The Retailer shall comply with all applicable federal regulations contained in the Federal Register, 7 C.F.R. Part 246, and Program policies and procedures which are contained in the current version of the Colorado WIC Retailer Handbook (Handbook). This Handbook, and all relevant policy letters issued by the Program, are incorporated herein by this reference and made part hereof.
3. The Retailer agrees to remain in compliance with the authorization selection criteria as outlined in the Handbook throughout the term of this Agreement.
4. The Retailer, or an authorized representative of the Retailer, shall participate in training sessions offered by the Program on its policies and procedures. Annual retailer training may be provided by the Program in a variety of formats, including newsletters, videos, and interactive training. Interactive training shall be conducted at least once during the term of this Agreement. The Program shall have sole discretion to designate the date, time and location of all interactive training, except that the Program shall provide the Retailer with at least one alternative date on which to attend this interactive training. The Retailer is responsible for training cashiers on how to correctly process WIC-authorized transactions. The Retailer shall provide all affected employees with any new information it receives from the Program. The Retailer is ultimately liable for the actions of its owners, officers, managers, agents and employees with respect to WIC-authorized transactions.
5. The Retailer shall provide valid contact information, including a working email address via which they agree to receive notifications from the Program.



Exhibit E- Retailer Agreement

6. The Retailer shall provide time to federal, state or local agency representatives for periodic, announced and unannounced visits to determine its compliance with federal or state rules, regulations, policies and procedures of the Program. The Retailer shall provide access to its shelf price and transaction records in its possession at the time of the visit upon request.
7. The Retailer shall maintain inventory records used for federal tax reporting purposes and other records the Program may require for the time period covered by this Agreement. Upon request, the Retailer shall make available to representatives of the Program, the Department, and the Comptroller General of the United States, at any reasonable times and places for inspection and audits, Program-related records.
8. The Retailer shall accept WIC transactions using the procedures outlined in the Handbook, including those listed below:
 - a. The retailer shall accept payment based on the retailer's peer group (i.e., like stores in the same geographical type area) price levels.
 - b. The Retailer shall provide WIC-authorized foods to a WIC participant at the same price charged to a non-WIC participant.
 - c. The Retailer shall not apply tax of any kind to authorized foods purchased with a WIC food instrument.
 - d. The Retailer shall not provide unauthorized food items, non-food items, cash or credit (including rain checks) in exchange for a WIC food instrument.
 - e. The Retailer shall not provide refunds or permit exchanges for authorized supplemental foods obtained with a WIC food instrument, except for exchanges of an identical authorized supplemental food item when the original authorized supplemental food item is defective, recalled, spoiled, or has exceeded its "sell by," "best if used by," or other date limiting the sale or use of the food item.
 - f. As described in the 7 CFR 246 and the Handbook, all sanctions for WIC Program fraud and abuse and penalties apply to eWIC cards and are interchangeable with all references to WIC food instruments and benefits.
9. The Retailer shall notify the Program at least 30 calendar days in advance of the date it intends to cease operations or change location or ownership. This Agreement is null and void upon the effective date of a change of ownership.
10. The Retailer shall have approval to redeem SNAP benefits (unless approved by the Program for a waiver), is in good standing with the USDA Food and Nutrition Service, shall be licensed as a Retail Food Establishment and shall comply with the Colorado Retail Food Establishments Rules and Regulations as in effect on January 1, 2020, or as amended and revised.
11. The Retailer shall not discriminate against a WIC participant on the basis of race, color, national origin, sex, age or disability. The Retailer shall offer WIC participants the same courtesies as those offered to non-WIC participants.
12. The Retailer shall not attempt to seek additional reimbursement from a WIC participant under any circumstances in connection with a WIC transaction.
13. The Program may issue a claim and bill the Retailer for payments it has already made to the Retailer in error, or upon detection of a Program violation. Retailers have 30 calendar days to pay the claim. Failure to pay the claim shall result in future payments being withheld to offset the claim.
14. The Retailer is responsible for fees, including but not limited to interchange fees, its bank or point-of-sale processor and/or provider may charge.
15. The Retailer shall submit shelf price surveys as requested by the Program.
16. If the Retailer fails to comply with the Program requirements, as defined in the Handbook, applicable federal regulations, and this Agreement, including any changes made by policy letter, then the Retailer may be disqualified from further participation in the Program, may be required to pay a civil money penalty, may be required to participate in mandatory remedial training, may be required to submit a corrective action plan, or may be denied payment by the Program.
17. If the Program disqualifies or imposes a civil money penalty against the Retailer then the Retailer may also be disqualified from participation in the Supplemental Nutrition Assistance Program (SNAP), which is administered by the USDA, for an equal period of time. A reciprocal disqualification from SNAP, based on a disqualification by the Program, is not subject to administrative appeal to SNAP or judicial review.



Exhibit E- Retailer Agreement

18. If the Retailer is disqualified from SNAP because of a failure to comply with the requirements of that program then the Retailer shall also be disqualified from this Program. The reciprocal Program disqualification shall be for an equal period of time as the SNAP disqualification. However, the Program period of disqualification may begin at the same time as the SNAP period of disqualification or on a later date than the SNAP disqualification. If a potential disqualification of the Retailer from the Program is based on a SNAP disqualification but would result in inadequate WIC participant access in the service area of the Retailer, then the Program shall not disqualify the Retailer but may impose a civil money penalty in lieu of disqualification. Subsequent sanctions may result in disqualification. A reciprocal disqualification by the Program, based on a SNAP disqualification, is not subject to administrative appeal to the WIC Program or judicial review.
19. If SNAP assesses a civil money penalty against the Retailer, instead of disqualification, to avoid creating inadequate SNAP participant access in the service area of the Retailer, then the Program may disqualify the Retailer from participation in its Program. If the Retailer is disqualified from the Program because of the imposition of a civil money penalty by SNAP, then the Retailer may file an administrative appeal with the Program of that disqualification.
20. The Program shall immediately terminate this Agreement if it determines that the Retailer has provided false information in connection with its application for authorization.
21. The Program may impose a sanction of disqualification and/or the imposition of a civil money penalty against the Retailer only after the Program has given the Retailer 15 calendar days' advance written notice of its intent to impose a sanction. In deciding whether or not to postpone the imposition of a sanction until a hearing decision has been rendered, the Program shall determine whether inadequate WIC participant access would result from the imposition of its proposed sanction. The Program is not required to give the above-referenced notice to the Retailer if the sanction is based on the conviction of the Retailer for: buying or selling a WIC food instrument (trafficking); or selling firearms, ammunition, explosives or controlled substances in exchange for a WIC food instrument. The effective date of the WIC Program sanction shall be the date the Retailer receives written notice of that sanction. The Program will notify a retailer in writing of an initial violation for which a pattern is required to sanction; unless it is determined that notification would compromise an investigation. Refer to the Handbook for a listing of retailer sanctions.
22. The Program shall terminate this Agreement if the Program identifies a conflict of interest, as defined by applicable state laws, regulations and policies between the Retailer and the Program or its local agencies.
23. A retailer who commits fraud or abuse in the Program is liable for prosecution under applicable federal, state or local laws. Anyone who willfully misapplies, steals or fraudulently obtains Program funds shall be subject to a fine of not more than \$25,000 or imprisonment for not more than five years or both, if the value of the funds is \$100 or more. If the value is less than \$100, the penalties are a fine of no more than \$1,000 or imprisonment for not more than one year, or both.
24. This Agreement does not constitute a license or a property interest. If the Retailer wishes to continue to be authorized beyond the term of the current Agreement, then the Retailer must apply for reauthorization. If the Retailer is disqualified, then the Program may terminate this Agreement. If this Agreement is terminated, then the Retailer must reapply in order to be authorized after the disqualification period expires. In all cases, the Retailer's new application shall be subject to the Program's authorization criteria in effect at the time of the reapplication. Neither the Program nor the Retailer has an obligation to renew this Agreement. Expiration of this Agreement shall not be subject to appeal or administrative review.
25. The Retailer has the right to appeal, through a fair hearing process, a Program decision which denies an application of the Retailer to participate in the Program or disqualifies the Retailer from participation in the Program. The expiration or non-renewal of this Agreement is not subject to administrative appeal or judicial review. If a hearing has been scheduled, then the Retailer shall have one opportunity to reschedule the hearing date upon written request to the Program. (Administrative review procedures and actions subject to review are provided in the Handbook.)
26. The Program may terminate this Agreement by providing the Retailer with 15 calendar days advance written notice of its intent to terminate. The Retailer may terminate this Agreement by providing 30 calendar days advance written notice of its intent to terminate. The parties shall not be released from their respective duties to perform their obligations until the effective date of termination has passed.



Exhibit E- Retailer Agreement

27. Additional sanctions for fraud and abuse:
- a. The COWIC Office may send a warning letter to the Retailer, require training for designated personnel, require implementation of a corrective action plan, require payment of a forfeiture, require recoupment, disqualify the Retailer for no more than six months, or impose any combination of these sanctions if they:
 - i. Fail to maintain a current Food Dealers or Pharmacy License.
 - ii. Fail to notify the COWIC Retailer Unit of any civil or criminal convictions.
 - iii. Fail to pay child support, taxes and money judgments.
28. When a store location is currently involved in the audit process or has been sanctioned by WIC or SNAP and is in the appeal process, authorization of a new owner may be denied at this location until completion of audit or appeal decision is rendered.
29. Retailers authorized as pharmacies agree not to provide standard infant formula unless by request from the Program.
30. This Agreement is effective as of the date the last party signs it and shall remain in effect, unless otherwise terminated, until December 31, 2022.

Section II: eWIC Definition

1. Approved Product List (APL) - Electronic files identifying WIC food items authorized by COWIC for purchase with WIC benefits.
2. Cash Value Benefit (CVB) - A fixed-dollar amount associated with the eWIC card used by a cardholder to obtain authorized fruits and vegetables.
3. Electronic Cash Register (ECR) - A type of cash register used by retailers with an integrated system to accept eWIC transactions.
4. eWIC Cardholder - An authorized person (i.e., participant, parent, legal guardian, caretaker, proxy) in possession of a eWIC benefit card. This eWIC benefit card and Personal Identification Number (PIN) allows the cardholder to purchase approved food items prescribed to one or more participants assigned to a family's account.
5. eWIC Contractor - EBT contractor hired by WIC.
6. eWIC Transaction - An on-line, real time payment method that electronically pays authorized retailers for food items purchased by an eWIC cardholder. An eWIC card is issued by COWIC to each eligible family account. The eWIC card is used by the eWIC cardholder to purchase approved foods at authorized retailer locations.
7. Personal Identification Number (PIN) - A secret identification number selected by the eWIC cardholder to access their WIC benefits.
8. Price Look-Up (PLU) - A 4 or 5 digit number defined by the International Federation for Produce Standards (IFPS) used to identify products that typically are of variable measure.
9. Universal Product Code (UPC) - A specific type of barcode used to identify products sold by retailers. Approved WIC food item UPC codes are entered on the APL file.
10. Balance Inquiry (BI) - A shopping list and/or to the balance of the items in the eWIC benefit balance provided to WIC shoppers prior to beginning a purchase.
11. Void - The cancellation of a transaction (before the entire transaction has been completed). A voided transaction shall not be used to return or provide credit for WIC foods.
12. Reversal - To partially or completely nullify the effects of a previous purchase transaction and add benefits back to the WIC prescription benefit because the transaction cannot be processed as instructed.
13. Food instrument - The instrument used by the WIC Program to conduct WIC transactions (e.g., eWIC cards, WIC checks).
14. Retailer - WIC authorized retailers include: grocers, commissaries, farms, and pharmacy warehouses.



Exhibit E- Retailer Agreement

Section III: eWIC Processing Requirements

The Retailer shall demonstrate its capability to accept WIC benefits electronically (i.e., the retailer has an Electronic Benefit Transfer (EBT) capable register system) prior to authorization and shall comply with WIC EBT operating rules, standards and technical requirements including those in the Technical Implementation Guide (TIG). If a retailer is necessary for participant access and cannot accept WIC benefits electronically, COWIC may provide the retailer with a stand-beside Point-of-Sale (POS) system.

The Retailer shall redeem COWIC benefits in the form of an EBT process using eWIC cards during normal business hours as indicated by the retailer in its application or otherwise. A retailer's normal hours of operations must be submitted to the Program as part of the application and selection process.

The provisions in this section apply to authorized retailers that are using either an integrated system (i.e., operate a certified integrated ECR POS system) or a stand-beside device (i.e., using a POS stand-beside device(s) leased from the COWIC EBT contractor (Fidelity Information Services (FIS) Government Solutions at the time of writing) to accept eWIC transactions. For retailers that use a stand-beside device(s), certain provisions, outlined in this section may not apply and will be identified as such.

In order to be authorized by the Program to accept eWIC transactions, the retailer shall:

1. Process all transaction types that are required by COWIC. At a minimum this includes balance inquiry, purchase, void and reversal. (In compliance with 7 CFR 246.12(h)(3)(xxxi) and 7 CFR 246.12(bb)(1).)
2. All eligible integrated ECR/POS systems must be capable of processing on-line, real time eWIC transactions that originate from COWIC. To ensure that the integrated ECR system you own or will be purchasing is certified for Colorado eWIC transactions contact the eWIC contractor. At the time of this writing the eWIC contractor contact is:
Custom Data Processing, Inc. (CDP)
Jim Chilcoat, Retailer Relationship Manager
Office: 502-695-1999, Cell: 859-779-5332
Email: jim.chilcoat@cdpehs.com
3. All self-checkout lanes must be separately certified by the eWIC contractor and pre-approved by the Program.
4. Implement a certified system prior to accepting eWIC benefit cards for purchase that performs online eWIC transactions in accordance with published rules, policies and specifications, including:
 - a. USDA-FNS WIC EBT Operating Rules as amended from time to time.
 - b. USDA-FNS Technical Implementation Guide (also referred to as TIG). (For access to the most recent version of these documents visit: <http://www.fns.usda.gov/wic/wic-electronic-benefits-transfer-ebt-guidance>.)
5. Accept liability for redemption of eWIC benefits:
 - a. For which an approval has not been received from COWIC; and
 - b. For the incorrect redemption of benefits (e.g. providing an item not authorized by COWIC or not available in the cardholder's account).
6. Accept as payment in full for each WIC authorized product redeemed the lesser of (i) the shelf price requested for the product or (ii) the Program calculated Not-To-Exceed (NTE) price for that product within the store's assigned peer group. Coupon discounts, coupon reductions, price matching or free items are applied to the purchase transaction prior to accepting payment from the WIC cardholder.
7. Ensure that the most current Colorado APL is downloaded to the ECR system or stand-beside device.
8. Scan (or manually enter) the actual UPC or PLU that is affixed to the approved food presented by the eWIC cardholder. For retailers with a stand-beside device, all fresh or frozen fruit or vegetable dollar amounts will be entered on the CVB screen.
9. The retailer must never scan codes from UPC codebooks or reference sheets. The retailer is prohibited from scanning any UPC as a substitute, replacement or scanning a UPC that is otherwise not actually affixed to the item being purchased by the eWIC cardholder. (Formula Warehouses authorized as Pharmacy retailers may apply for approval of an exemption.)
10. Follow Program procedure to submit new UPC codes for consideration to the APL.



Exhibit E- Retailer Agreement

11. Assure that only WIC approved fruits and vegetables are sold in exchange for the CVB amount; mapping only approved produce as WIC eligible. Retailer may submit the listing of the UPC and product descriptions of produce to COWIC for approval before mapping to the closest PLU.
12. Provide the capability for eWIC cardholders to retrieve their currently available food benefits balance (i.e., balance inquiry) while in the store or farm without requiring a purchase to be made.
13. Provide the eWIC cardholder with a receipt which, at a minimum, shows the store name and address, the date of the transaction, product(s) purchased, price charged for each purchase, and the remaining balance of available benefits.
14. Maintain the certified ECR integrated system or stand-beside device in a manner necessary to ensure system availability for eWIC processing during all hours the store is open for business.
15. Authorized retailers that have \$2 million dollars or more in food sales annually MUST have 1 device for every \$11,000 in monthly WIC redemption. Authorized stores that have less than \$2 million dollars in food sales annually MUST have 1 device for every \$8,000 in monthly WIC redemption. Retailers shall not restrict eWIC cardholders to a single lane when multiple lanes are eWIC capable.
16. Stand Beside Devices:
 - a. Authorized retailers using a POS stand-beside device may elect to provide eWIC processing capabilities to more lanes than the number required by the WIC Program. If this option is elected, any additional cost incurred must be directly paid by the retailer unless pre-approved by the program. The retailer must contract with the eWIC Contractor for any additional equipment and support services.
 - b. The WIC program will continue to lease POS devices for retailers that were authorized during the implementation period, for up to four lanes.
 - c. Retailers that become WIC authorized after the implementation period is over will not be eligible for this compensation without pre-approval and will be responsible for maintenance, processing fees and operational costs of multi-function systems and equipment.
 - d. COWIC will not impose cost on participating retailers determined to be necessary for participant access using a stand-beside that is single function (i.e., used exclusively for WIC transactions). COWIC will share in the cost of multi-function POS equipment that supports both eWIC and SNAP if the state agency identifies the retailer is necessary for participant access.
 - e. Comply with terms of the eWIC contractor merchant's agreement, including but not limited to return of eWIC equipment and devices.
17. Appropriately display signage as pre-approved by COWIC at checkout lanes that can process eWIC transactions. Ensure signs are posted in a manner consistent with lane identifiers for other payment types at all lanes that accept eWIC transactions.
18. Ensure the eWIC redemption process requires the eWIC cardholder to use a PIN in a manner that protects the security of the PIN and in which no one other than the eWIC cardholder will have knowledge of the PIN. The PIN, along with a valid eWIC benefit card, is the sole source of identification needed in processing a eWIC transaction. The eWIC card must be available at the transaction.
19. Provide only currently authorized WIC foods in exchange for valid benefits issued by COWIC as follows:
 - a. Sell only approved foods to eWIC cardholders as identified in their electronic benefit account and on their shopping list/benefit prescription.
 - b. Sell only foods that are approved on the Colorado APL to eWIC cardholders.
 - c. Sell only approved fresh or frozen fruits and vegetables. In processing fruit and vegetable benefit transactions on the stand-beside device, use CVB Button (please see user manual).
20. Ensure that all cashiers are trained in the proper acceptance and processing of eWIC transactions.
21. Not charge the WIC program for any fee arising out of, or associated with, operating, maintaining or processing eWIC transactions.
22. Not charge the eWIC cardholder any fee, either directly or indirectly, arising out of or associated with operating, maintaining or processing eWIC transactions.
23. Ensure eWIC cardholders are never given cash in exchange for redeeming their food benefits. Never buy or sell food benefits or food instruments for cash (trafficking).
24. Sell each WIC approved item at the same price charged to other customers, and charge the WIC program for only those items actually purchased and received by the eWIC cardholder.



Exhibit E- Retailer Agreement

25. Keep all eWIC cardholder information confidential, at no time confiscate the eWIC benefit card(s), or ask for, or enter the cardholder's PIN.
26. Request WIC re-certification if you or the company that supports your ECR revises the system in any manner that impacts its eWIC transaction processing capabilities.
27. Provide timely transaction documentation as requested and fully cooperate in the resolution of any dispute arising in relation to eWIC transactions and redemptions.
28. Maintain required records for the greater of three years after final payment is received or after all pending matters have been resolved. This includes the purchase and inventory records for approved WIC food items which the Retailer has claimed reimbursement from the WIC program.
29. Accept manufacturer's coupons and other store promotions for WIC approved items in processing eWIC transactions in compliance with FNS EBT Operating Rules.
30. Be responsible for updating price changes in the POS device including, but not limited to, changes due to sales or other promotions.
31. Any eWIC cards found in the store or on the store property, if left unclaimed for 24 hours, should be returned to the COWIC office by mailing the cards to WIC, PSD-NS-A4, 4300 Cherry Creek Drive South, Denver, CO 80246.
32. COWIC may deny payment for improperly transacted WIC purchases or may initiate a claim for payments already made on improperly redeemed eWIC purchases.
33. Comply with terms of the FIS Merchant's Agreement. (This provision applies to retailers using a stand-beside device(s) only).
34. The eWIC card must be present at the time of purchase. The card number may be manually keyed if the magnetic stripe is not functioning correctly only if the card is present.
35. Retailer must be certified to accept eWIC transactions during statewide implementation or at the time of authorization if after implementation.
36. A Retailer that utilizes a Value Added Reseller, an Acquirer or a Third Party Processor (TPP) shall incorporate these requirements into agreements with those parties. The retailer is responsible for expenses, cost and fees related to WIC and SNAP transactions and the utilization of a Value Added Reseller, an Acquirer or a TPP.

Section IV: Program Responsibilities

In order to support retailers in processing eWIC transactions the Program agrees to:

1. Provide to retailers authorized during the implementation phase stand-beside devices as needed, based on the retailer's average monthly WIC redemptions, number of cash registers or other agreed upon factors, if applicable, to retailers authorized during the implementation phase.
2. Provide networks and host processing for eWIC transactions that provide on-line and real time approval, 24 hours a day, seven days a week at least 99.9% of the time. Occasionally system maintenance will occur and will be scheduled between 1am and 5am local time.
3. Make available daily the most current APL containing a complete listing of products that are approved for redemption by COWIC through its eWIC Contractor.
4. Provide training to store representatives, at initial authorization and periodically, on the eWIC policies and procedures.
5. Establish a calculated NTE price for WIC approved food items and use this NTE in reimbursing retailers for items purchased by the eWIC cardholder.
6. Reimburse (settle to) the Retailer for approved eWIC transactions that are made in accordance with applicable state and federal rules and requirements. Settlement will make use of commercial payment system settlement practices. Settlement amounts may differ from requested amounts because:
 - a. The price of the food items within a transaction exceeds the NTE price designated by WIC program for that food item and quantity or exceeds the Retailer's shelf price for the food purchased;
 - b. Not all of the food items within a transaction are approved; or
 - c. Adjustments for previous transactions are applied.
7. Reimburse the Retailer for approved eWIC redemptions that are made in accordance with applicable state and federal requirements.
8. Provide administrative oversight to ensure authorized retailers meet compliance and integrity requirements in accepting and processing eWIC transactions.



Exhibit E- Retailer Agreement

Section V: Signatures

The Retailer agrees that the Retailer has read, understands and will comply with the terms in this Agreement. The Retailer also agrees to comply with conditions stated in: 7 CFR 246, the completed application form, the Colorado WIC Retailer Handbook, approved foods list, memos, other formal instructions, and terms of participation issued to retailers by the COWIC office.

This Colorado WIC Retailer Agreement may be executed in counterparts or with signatures obtained via facsimile or scan and electronic mail transmission, each of which have full force and effect upon execution by all parties to this Agreement.

The undersigned represents that he/she is an owner or has other legal authority to obligate the retailer:

Owner/Corporation Name

Please Print Your Name

SIGNATURE

Please Print Your Title

Date Signed

The undersigned has the authority to sign this Agreement on behalf of the Colorado WIC Program

Name: Heidi Hoffman

SIGNATURE

Colorado WIC Program Director
Title

Date Signed



Exhibit F- Administrative Review Procedures for Retailer Appeals

COLORADO WIC (State Agency) ADMINISTRATIVE REVIEW PROCEDURES FOR RETAILER APPEALS

A. Definition of an Administrative Review

Administrative Review Procedures allow affected retailers, who file an appeal concerning one of the actions listed in Subsection B of this policy, an opportunity to have a formal hearing by an impartial Administrative Hearing Official (hearing officer). Hearings will be conducted at the state level in accordance with the Administrative Procedures Act §24-4-105 and §24-4-106 C.R.S., Code of Federal Regulations 7 Part 246, and WIC policies and procedures.

These procedures provide a mechanism to ensure that:

1. Retailers have an objective and impartial avenue of redress when they feel they have been denied authorization, treated unfairly, or have had an adverse action taken against them by Colorado WIC (Program) and/or Local WIC Agency (LA); and
2. Program standards, policies, procedures and regulations are being applied without prejudice.

B. Actions subject to Administrative Review

1. Denial of authorization based on the application of the retailer selection criteria for minimum variety and quantity of authorized supplemental foods, or on a determination that the retailer is attempting to circumvent a sanction;
2. Termination of an agreement for cause;
3. Disqualification; and
4. Imposition of a fine or a civil money penalty in lieu of disqualification.

C. Actions subject to Abbreviated Administrative Review

1. Denial of authorization based on the WIC selection criteria for business integrity or for a current Supplemental Nutrition Assistance Program (SNAP) disqualification or civil money penalty for hardship;
2. Denial of authorization based on the application of the WIC selection criteria for competitive price;
3. The application of State agency's retailer peer group criteria and the criteria used to identify vendors that are above-50-percent retailers or comparable to above-50-percent retailers; application of peer group criteria and above 50% status determination when the application for this criteria is the basis of the adverse action.
4. Denial of authorization based on a State agency-established retailer selection criterion if the basis of the denial is a WIC retailer sanction or a SNAP withdrawal of authorization or disqualification;
5. Denial of authorization based on the State agency's retailer limiting criteria;
6. Denial of authorization because a retailer submitted its application outside the timeframes during which applications are being accepted and processed as established by the State agency;
7. Termination of an agreement because of a change in ownership or location or cessation of operations;
8. Disqualification based on a trafficking conviction;
9. Disqualification based on the imposition of a SNAP civil money penalty for hardship;
10. Disqualification or a civil money penalty imposed in lieu of disqualification based on a mandatory sanction imposed by another WIC State agency;
11. A civil money penalty imposed in lieu of disqualification based on a SNAP disqualification;
12. Denial of an application based on a determination of whether an applicant retailer is currently authorized by SNAP.



Exhibit F- Administrative Review Procedures for Retailer Appeals

D. Actions not subject to an Administrative Review

1. The validity or appropriateness of the State agency's retailer limiting criteria or retailer selection criteria for minimum variety and quantity of supplemental foods, business integrity, and current Supplemental Nutrition Assistance Program disqualification or civil money penalty for hardship;
2. The validity or appropriateness of the State agency's selection criteria for competitive price, including, but not limited to, retailer peer group criteria and the criteria used to identify retailers that are above-50-percent retailers or comparable to above-50-percent retailers;
3. The validity or appropriateness of the State agency's participant access criteria and the State agency's participant access determinations;
4. The State agency's determination to include or exclude an infant formula manufacturer, wholesaler, distributor, or retailer from the list required pursuant to Sec. 246.12(g)(11);
5. The validity or appropriateness of the State agency's prohibition of incentive items and the State agency's denial of an above-50-percent retailer's request to provide an incentive item to customers;
6. The State agency's determination whether to notify a retailer in writing when an investigation reveals an initial violation for which a pattern of violations must be established in order to impose a sanction;
7. The State agency's determination whether a retailer had an effective policy and program in effect to prevent trafficking and that the ownership of the retailer was not aware of, did not approve of, and was not involved in the conduct of the violation;
8. Denial of authorization if the State agency's retailer authorization is subject to the procurement procedures applicable to the State agency;
9. The expiration of a retailer's agreement;
10. Disputes regarding food instrument or cash-value voucher payments and retailer claims (other than the opportunity to justify or correct a retailer overcharge or other error); and
11. Disqualification of a retailer as a result of disqualification from SNAP.

E. Procedures for an Administrative Review

1. Notification of Action
 - a. When the adverse action is a denial of authorization or permanent disqualification based on a conviction for trafficking in WIC food instruments or selling firearms, ammunition, explosives or controlled substances, no advance notice will be issued. The effective date of the action will be on the date of receipt of the notice.
 - b. For all other adverse actions Colorado WIC will provide the retailer with a written notice of adverse action at least fifteen (15) calendar days prior to the effective date of the action.
 - c. The notice of adverse action shall include the action being taken, the cause(s) for the action, and the right to appeal the action. A copy of the Administrative Review Procedures will also be provided.
2. Appealing an Action
 - a. Within thirty (30) calendar days of the date the notice of action is sent the retailer must submit and Colorado WIC must have received a written request for an Administrative Review to Colorado WIC. The request must include the following information: retailer name, retailer ID, action(s) being appealed, reason for appeal and date of request.
 - b. A request for a hearing will be denied or dismissed if:
 - i. the written request is not received within thirty (30) calendar days from the date the notice of action is sent;
 - ii. the request is withdrawn in writing by the retailer or representative; and/or
 - iii. the retailer or representative failed, without good cause as determined by the hearing officer, to appear at scheduled hearing.
 - c. Appealing an action does not relieve a retailer, permitted to continue participating in Colorado WIC while its appeal is in process, from the responsibility of continued compliance with the terms of the Agreement. Continued participation in Colorado WIC, pending an appeal decision, will be granted only in situations when a Civil Money Penalty has been assessed due to inadequate participant access.



Exhibit F- Administrative Review Procedures for Retailer Appeals

3. Administrative Review Hearing - General Rules and Procedures
 - a. Upon receipt of an appeal request, Colorado WIC will acknowledge to the retailer, in writing, that it has received the request. An explanation of the hearing procedures will be sent with the acknowledgement.
 - b. Retailer will receive a minimum of ten (10) calendar days advance written notice of the time and place of the hearing.
 - c. CDPHE will provide a hearing officer, an impartial decision maker, whose decision as to the validity of the action shall rest solely on the evidence presented at the hearing, the federal regulations and Colorado WIC policies and procedures.
 - d. The retailer shall have the opportunity to:
 - i. present its case and at least one opportunity to reschedule the hearing date upon request;
 - ii. cross-examine adverse witnesses;
 - iii. be represented by counsel; and
 - iv. examine prior to the hearing the evidence upon which the adverse action is based.
 - e. The hearing shall be conducted in accordance with provisions of §24-4-105 C.R.S.
4. Administrative Review Decision
 - a. Within ninety (90) calendar days of the receipt of the appeal, the hearing officer must issue an initial Administrative Review Decision (decision) providing a summary of the facts of the case, specifying the reasons for the decision, and identifying the supporting evidence and the pertinent regulations or policy.
 - b. The initial decision of the hearing officer shall be submitted, in writing, to the Executive Director of the Department. A copy of the decision will also be provided to Colorado WIC and the retailer.
 - c. The retailer or Colorado WIC may file a written appeal of the initial decision with the Department's Executive Director within twenty (20) calendar days of receipt of the initial decision. The Executive Director may affirm, modify, or reverse the initial decision in accordance with §24-4-105 C.R.S.
 - d. If an appeal is not received within twenty (20) calendar days the initial decision of the hearing officer will be adopted by the Executive Director and shall constitute the final action.
 - e. If the decision is in favor of the retailer, and authorization was denied or disqualification occurred, the retailer will be authorized on as soon as administratively feasible after receipt of administrative review decision.
 - f. If the decision is in favor of Colorado WIC and the disqualified retailer was permitted to continue accepting WIC food instruments the retailer will be terminated as soon as administratively feasible. Retailers will be allowed to continue accepting WIC food instruments during an appeal only if an inadequate participant access was determined.
 - g. If the decision regarding a civil money penalty is in favor of Colorado WIC, efforts to collect the penalty will resume immediately.
 - h. Upon receipt of notice of the initial decision, Colorado WIC shall comply with the decision unless an appeal is filed pursuant to §24-4-105 C.R.S.
 - i. After unsuccessful appeal, retailer and Colorado WIC shall comply with decision.
 - j. The effective date of the action is the date retailer receives the decision.
5. Withdrawal or Default of an Appeal
 - a. A withdrawal of an appeal occurs when the retailer states, in writing, that he or she no longer wishes a hearing.
 - b. A default occurs when the retailer fails to appear at the hearing without good cause as determined by the hearing officer, or the retailer cannot be located through his or her last address of record.



Exhibit F- Administrative Review Procedures for Retailer Appeals

F. Judicial Review

If the Department's final decision is rendered against the retailer, judicial review may be pursued in accordance with §24-4-106 C.R.S.

G. Civil Rights

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter 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;
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

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Food Sales Fact Sheet

Guide to Food Sales Questions on the Colorado WIC (COWIC) Application

The application for COWIC asks for several types of the store's annual sales—including a) food sales, b) non-food sales and c) total sales. What do they mean? (Annual SNAP sales are explained at the page bottom.) For more information, please see the Code of Federal Regulations- Title 7 §271.2: at https://www.ecfr.gov/cgi-bin/text-idx?SID=43d276a39ccf661be205ec04424de558&mc=true&node=se7.4.271_12&rgn=div8

Food Sales

"Food" sales includes sales of food, such as:

- Fruits and vegetables;
- Meat, poultry, and fish;
- Dairy products;
- Breads and cereals;
- Other foods such as snack foods and non-alcoholic beverages; and
- Seeds and plants, which produce food for the household to eat.

A retailer should include the sales of items that *may be purchased with SNAP benefits* in the food sales amount reported to COWIC on the application. *Food sales* means sales of all SNAP eligible foods intended for home preparation and consumption, including meat, fish and poultry; bread and cereal products; dairy products; 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. (§246-2 C.R.S.) These sales numbers match what stores should track and provide to SNAP.

Non-Food Sales

"Non-Food" sales includes sales of items that households CANNOT use SNAP benefits to buy, such as:

- Beer, wine, liquor, cigarettes, or tobacco
- Vitamins, medicines, and supplements. If an item has a Supplement Facts label, it is considered a supplement and is not eligible for SNAP purchase.
- Live animals (except shellfish, fish removed from water, and animals slaughtered prior to pick-up from the store).
- Prepared Foods fit for immediate consumption (such as cooked hot dogs, pizza slices, etc.)
- Hot foods
- Any nonfood items such as:
 - Pet foods
 - Cleaning supplies, paper products, and other household supplies.
 - Hygiene items, cosmetics

Total Annual Gross Sales: (Food Sales + Non-Food Sales = Total Gross Sales.)

"Total Annual Gross" sales" are the total of annual Food and Non-Food sales.

Annual SNAP Sales

"Annual SNAP Sales" are the sales of items that *were purchased with SNAP benefits* (i.e., amount of actual annual SNAP sales that have been purchased from the store). If your store is new, please estimate this amount.



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Exhibit H- COWIC Materials Order Form

COWIC MATERIALS ORDER FORM

Store Name/Chain #: _____ WIC ID #: _____ Date: _____

Ship to Attention: _____ Phone: _____

Address: _____

City, State, Zip Code: _____

Email: _____

Item Requested	Amount Requested*
Food List & Shopping Guide- English	
Food List & Shopping Guide- Spanish	
Retailer Guide to eWIC	
WIC Authorized Store Window Cling/Door Display	
Training Facilitation Guide (tool for Cashier Preparation Training)	
WIC Cashier Training (WIC: Simplified)- DVD	
Post Test & Answer Key	
WIC Retailer Handbook	

**Number of items returned is based on availability & may be different than requested.*

To order these materials:
Call COWIC at (303) 692-2400

OR

Fax this form to COWIC (ATTN: Retailer Unit) at (303) 756-9926

OR

Email your request to: cdphe_askwic@state.co.us

OR

Mail to: CDPHE/WIC Retailer Unit
PSD-NS-A4
4300 Cherry Creek Drive South
Denver, CO 80246-1530

OR

Go on-line to www.ColoradoWIC.gov for all the latest updates, information and materials.



Exhibit H- COWIC Materials Order Form

Contact us or check out our website (www.ColoradoWIC.gov) for lots of information on activities, events & resources.

Also available upon request:

Training Post Test

Training Post Test - Answer Key

Retailer Guide to eWIC

Applications for Farmers, Grocers, Commissaries and Formula Warehouses

Orientation Reports

Monitoring Reports

Pre-authorization Reports

Thank You!

