

# Women, Infants & Children (WIC) Program

# RETAILER HANDBOOK



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

Administered by: Colorado WIC Program (Colorado WIC) Colorado Department of Public Health & Environment Nutrition Services 4300 Cherry Creek Drive South Denver, CO 80246-1530 (303) 692-2400
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# Section I. Introduction to WIC & WIC Services

## A. Overview

The Special Supplemental Nutrition Program for Women, Infants and Children (WIC) provides nutritious foods, nutrition education, breastfeeding promotion and support, and referrals to health and other services and support to families who are receiving WIC benefits (referred to as participants) at no charge. WIC serves low-income pregnant, postpartum and breastfeeding women and infants and children up to age five who are at nutritional risk. More than 8 million people across the nation received WIC benefits each month.

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 the WIC foods, services and administrative costs.

In Colorado, funds are made available to the Colorado Department of Public Health and Environment (CDPHE) to administer the state Colorado WIC Program (Colorado WIC), 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.



## B. Agreement & Handbook

The partnership between WIC-authorized retailers (retailers) and the Colorado WIC Program (also referred to as the Program) is an essential part of this successful nutrition program. Working together, retailers and Colorado WIC 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 (WIC Handbook) sets forth the roles and responsibilities of retailers as well as the Program.

By reference this WIC Handbook is made part of the Colorado WIC Retailer Agreement (Retailer Agreement), and the policies and procedures outlined in this 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.

As part of the Retailer Agreement, retailers agree to comply with existing federal regulations, Colorado WIC 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.

## C. Benefits of WIC

WIC has been proven to be an effective supplemental nutrition program.

- Women participating in WIC give birth to healthier babies.
- Children in WIC are better immunized and are more likely to have regular health care.
- Health care costs are reduced due to the decrease in the number of low birth weight babies. Participation in WIC can lower Medicaid costs by helping to combat poor nutrition at an early stage, rather than treating its effects once they become more serious. For every dollar spent on WIC, up to \$3 is saved in medical costs.
- WIC transactions, which add up to more than \$60 million per year in Colorado, bring dollars to communities across the state.
- Colorado WIC provides benefits to more than 85,000 women, infants and children in Colorado.



## D. 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 specific income and medical criteria. 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. Allowable Foods

Supplemental foods are prescribed for participants based on the nutrient content e.g., they contain iron, calcium, protein, vitamin A or vitamin C. WIC food items must meet federal nutrient requirements (as outlined in 7 CFR Part 246). WIC foods are designed to reduce complications of pregnancy due to poor nutrition and to promote the healthiest possible birth, growth and development of children. Please refer to the current *Colorado WIC Allowable Foods List (Allowable Foods List)* for details on what brand, flavor, size and varieties are allowed.

### A. Allowable Foods List

The specific supplemental foods offered by Colorado WIC are detailed in the *Allowable Foods List*. An advisory committee made up of retailer representatives, WIC staff at the state level (Colorado WIC) and WIC staff at the local agency level (called Local Agency Retailer Coordinators or LARC) work together to produce updated lists. Only approved WIC foods in the quantities and sizes prescribed to the participant may be purchased. A copy of the *Allowable Foods List* should be kept at each register. Additional copies or Spanish versions of the list can be obtained by calling state or local WIC offices or submitting a *Material Order Form* (found on the last page of this Handbook).

### B. Specific Allowed Foods

#### Infant Formula

- ✓ Breastfeeding: Breast milk is the best food for a baby's body and brain.
- ✓ Rebate Program: Colorado WIC 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. Colorado WIC 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 registered with the Food and Drug Administration (FDA) that provide infant formula). (A list of authorized formula sources is located at: [www.ColoradoWIC.com](http://www.ColoradoWIC.com). Follow the links related to retailers, retailer authorization, and approved suppliers.)
- ✓ "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.

#### Infant Cereal

- ✓ A good source of iron in an infant's diet.

#### Infant Food-Fruits & Vegetables

- ✓ Low in calories and fat and high in fiber, vitamins and minerals.

#### Infant Food-Meats

- ✓ Good source of iron and zinc.

#### Peanut Butter

- ✓ A very economical source of protein in the diet of WIC families.

## Whole Grains

- ✓ Whole grains are complex carbohydrates that contain the entire grain kernel has fiber and more vitamins and minerals than refined grain foods (such as white bread). Fiber helps maintain a healthy colon, and reduces the risk for a variety of illnesses, including obesity, cardiovascular disease and colorectal cancer.
- ✓ Allowable whole grain foods (e.g., brown rice, soft corn tortillas and 100% whole grain bread products) were chosen based on whole grain content.

## Eggs

- ✓ An economical, easy to prepare, and versatile source of protein and iron which are necessary for normal growth and development.

## Canned Beans

- ✓ A good source of protein in the diet.
- ✓ The *Allowable Foods List* provides lots of varieties.

## Dried Beans/Peas/Lentils

- ✓ A good source of protein in the diet.
- ✓ Only unflavored varieties are authorized.

## Cheese

- ✓ Cheese is a beneficial source of protein and calcium.
- ✓ WIC shoppers must purchase store brand cheese.

## Milk

- ✓ Nutrient Content: Milk is a major source of calcium in the diet and provides protein and riboflavin (vitamin B2).
- ✓ Size: WIC shoppers using an eWIC card may choose between quart, half-gallon or gallon sizes. (A  $\frac{3}{4}$  gallon size container of lactose free milk is also allowed.)
- ✓ Fat Content: It is important that WIC shoppers receive the type of milk prescribed for them. Whole milk is provided for children between the ages of 1 and 2 years. Lower fat milk (i.e., skim or 1%) is provided to individuals older than 2 years. In special circumstances, 2% milk is provided.
- ✓ Store Brand: Milk should be purchased in store brands. However, national brands must be provided to the WIC shopper if store brands are not available in the specific size and or fat content.
- ✓ Variety: Buttermilk, goat milk and acidophilus milk are approved milk items. WIC shoppers may also choose approved canned, evaporated and/or dry milk.



## Canned Fish

- ✓ Cold water fish—such as salmon, sardines and tuna—are good sources of protein, some vitamins and minerals, and a healthy type of fat called omega-3 fatty acids (ALA, DHA, EPA). Among the many health benefits of these fats, they are very beneficial for brain development, and are protective against heart disease.
- ✓ These foods provide additional nutrients for the exclusively breastfeeding woman.

## Breakfast Cereal

- ✓ Fortified with iron and contain a limited amount of sweetener.
- ✓ Many of the cereals that are allowed by Colorado WIC are whole grain, which provides fiber.
- ✓ An inexpensive nutritional food that provides the iron necessary to combat anemia.
- ✓ WIC families are prescribed a set number of ounces of approved cereal to be purchased. WIC shoppers can buy any combination of approved cereal which is less than or equal to the amount in their benefit balance.

## Juice

- ✓ Provides 120% of the Recommended Daily Allowance for vitamin C in an 8-ounce serving.
- ✓ WIC approved juices do not have added sugar.
- ✓ WIC customers must purchase the specific items and sizes that are available in their food balance and shown in the *Allowable Foods List*. WIC customers purchasing frozen orange or grapefruit juice must select a store brand.

## Fruits & Vegetables

- ✓ Low in calories and fat
- ✓ High in fiber, vitamins and minerals.
- ✓ Rich in different nutrients and may reduce risk for chronic illnesses such as heart disease, Type II diabetes or obesity.
- ✓ Herbs and spices (including those listed below) are not allowed.



### **Colorado WIC - List of Not Allowed Herbs & Spices**

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

## Section III. Minimum Stocking Requirements

Retailers are required to stock certain authorized items at all times in sufficient quantities to meet participant demand. Specific Colorado WIC-authorized brands and sizes for the following items are as defined in the current *Allowable Foods List*:

<b>Minimum Stocking Requirements</b> All items must be WIC-authorized; waivers on specific items must be pre-approved.	
<u><b>Iron-Fortified Infant Formula</b></u> Milk-based contract brand: Powder Soy-based contract brand: Powder	<u><b>Infant Cereal</b></u> Approved brand Two flavors Size: 8-ounce box
<u><b>Infant Food- Fruits &amp; Vegetables</b></u> Approved brand Two flavors Size: 4-ounce jar	<u><b>Infant Food- Meats</b></u> Approved brand Two flavors Size: 2.5-ounce jar
<u><b>Cheese</b></u> Store brand Two flavors Size: one-pound (16-ounce) package	<u><b>Eggs</b></u> Grade A or AA white; small, medium, or large Size: dozens
<u><b>100% Fruit Juice</b></u> One store brand: orange juice Size: 12-oz frozen AND One approved brand: Any flavor Size: 64-ounce container (carton or bottle)	<u><b>Milk</b></u> Two varieties of fat content: Whole and either fat-free or 1% (Must include: whole) Size: gallon
<u><b>Cereal</b></u> Two cold cereals (Must include: one whole grain cereal) Size: any size (larger than single-serving)	<u><b>Peanut Butter</b></u> Any brand One variety Size: 18-ounce jar
<u><b>Beans</b></u> Two varieties Dry or canned (Must include: One dry) Size: 15 to 16-ounce canned	<u><b>Canned Fish</b></u> Two varieties Tuna, pink salmon or sardines (Must include: tuna in 5-ounce size)
<u><b>Fresh Fruits &amp; Fresh Vegetables</b></u> Fresh fruit - two varieties Fresh vegetables - two varieties Size: any size	<u><b>Whole Grains</b></u> Two varieties Bread, brown rice or corn tortillas (Must include: bread item in 16-ounce size)

### Number of Items/Minimum Quantity

Retailers with five or fewer cash registers must stock a minimum of five food items within each food category (except formula) listed on the stocking requirements. For example, small retailers must stock at least five pounds of cheese, five boxes of cereal, etc. (Variety requirements still apply.) The exception is formula. A minimum of 10 cans of formula—for both the milk-based and soy-based—must be stocked unless a waiver is approved.

Retailers with six or more cash registers must stock a minimum of 10 items within each food category (except formula). For example, larger stores must stock 10 pounds of cheese, 10 boxes of cereal, etc. (Variety requirements still apply.) The exception is formula. A minimum of 20 cans of formula—for both the milk-based and soy-based—must be stocked unless a waiver is approved.

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.

### Failure to Maintain Required Items

Failure to meet stocking requirements leads to sanctions and/or agreement termination.

### Exemptions

Farmers and pharmacies are exempt from certain minimum food stocking requirements listed in this section. Agreements and/or the Farmer Handbook specify their requirements. Colorado WIC may provide an exemption to specific retailers (e.g., commissaries and retailers that primarily provide kosher items) from the requirement of the provision of store brand items and/or certain package sizes.

### Stocking Waiver

Retailers may request a *Minimum Stocking Waiver Form* (Exhibit E) for an exemption from stocking infant items (i.e., infant formula, infant cereal and infant food) required by the minimum WIC foods stocking requirements. Colorado WIC shall grant a waiver when:

- There has been no documented WIC sale of the specific item within the last 3 months;
- LA WIC staff certify that there are no WIC families currently using the specific item; 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 void.

### Rain Checks Prohibited

**Please note:** 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.

## Section IV. How WIC Works

### A. Price List

The *Price List* (Exhibit C) must be submitted to Colorado WIC at least every six months (unless waived by special agreement). Retailers are encouraged to submit an updated price list more frequently and whenever prices change significantly. Prices should reflect the full shelf price—sales or promotions should not be included. Grocery stores and commissaries must mark the prices clearly on the product or shelf at all times. Violations will be assigned to retailers that do not submit a requested price survey at least once every six months.

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 10%. Colorado WIC will also evaluate retailers' prices throughout the agreement period. If retailers' prices are not competitive, one request will be made to the retailer asking for a reevaluation of their prices and resubmission of an updated Price List. If the resubmitted prices would make the retailer 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.



### B. Coupons, Buy One Get One Free Offers & Sale Items

WIC shoppers should be provided the same discount opportunities as other shoppers.

- Coupons: Manufacturers' coupons and store discount cards must be accepted from WIC shoppers. Cash must never be given to WIC shoppers.
- Buy One Get One Free: WIC shoppers are eligible to participate in "Buy One Get One Free" promotions. The items purchased by WIC must be WIC approved—the promotional items (free items) do not have to be WIC approved.
- Sale Items: The WIC shoppers must be treated like any other customer. Therefore, if there is a sale price on a WIC food item, then WIC is charged the sale price.

### C. 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](http://www.fda.gov), or by calling 1-888-INFO-FDA (1-888-463-6332).

### D. Reporting Abuse

Retailers should contact their designated WIC LARC with questions or to resolve initial problems. The LARC is the first point of contact with 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. Try to be as specific as possible, including such particulars as the shopper's name, the time and date. This information assists WIC to research the incident. Copies of the store receipts are helpful.

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.

Participants sign an agreement stating they will treat clinic staff and store employees with respect by voicing complaints politely with no verbal or physical abuse and that they will not sell or return WIC foods for cash, get credit instead of WIC foods, or alter their benefits. If you encounter a WIC shopper who is rude or you suspect is misusing WIC, please report this to the LARC. Examples of actions 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](http://www.usda.gov/oig/hotline.htm) or email [cdphe\\_askwic@state.co.us](mailto:cdphe_askwic@state.co.us).

## **E. 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 WIC LA 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, at times, 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.

## **F. Substitutions**

The retailer may not provide unapproved food items, non-food items, cash or credit (including rain checks) in exchange for WIC checks, eWIC cards or WIC benefits.

## **G. Lost/Found eWIC Cards**

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

## H. Retailer Reports

Reports to retailers are available upon request. These reports can provide information on such topics as the number of items purchased with WIC. This information is provided to assist each store with management of the WIC program including monitoring the inventory needed to fulfill WIC shoppers' needs.



## I. Peer Grouping

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), geographic area and number of WIC-authorized stores owned and operated in Colorado (i.e., Minor= <30 or Major= ≥30). Colorado WIC 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. Contact the state WIC office with requests for your store's peer group.

## J. Conflict of Interest

Conflict of interest is prohibited between WIC and the retailer and between the LA and the retailer. A conflict of interest exists when there is a pecuniary relationship between the retailer and WIC or the LA. Additionally, conflict of interest also exists when relatives serve WIC participants. Colorado WIC shall terminate the Retailer Agreement if it identifies a conflict of interest between the retailer and Colorado WIC or its LA.

## K. WIC Logo/Acronym

- 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 Colorado WIC authorization that are provided by Colorado WIC.
- WIC-authorized retailers are restricted from using the WIC acronym in advertising and other promotional activity without the consent of Colorado WIC.
- 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.

## L. 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.



## M. Non-Discrimination

Stores must offer WIC shoppers the same courtesies as offered to other customers (e.g., no separate lines or hours). Any practice that singles out WIC shoppers from other customers is prohibited. Such practices include:

- 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' receipts, and
- the offering or denial of 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, Colorado WIC and authorized retailers are prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

## N. Shelf Tags

Retailers may use shelf tags (i.e., shelf labels, flags, talkers, channel strips or clings) stating WIC approval on grocery shelves under the following conditions:

- The tags must be placed at the exact spot(s) that contain WIC approved items.
- Throughout the WIC agreement period, the retailer shall be responsible for any food items tagged or represented as WIC approved are listed on the current *Allowable Foods List*. Retailers are responsible for the placement of shelf tags.
- Retailers who wish to develop and use shelf tags must obtain written permission from Colorado WIC 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 allowance 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 shelf tags in the food categories of breakfast cereal, bread or 100% juice, retailers must place WIC approved shelf tags under all WIC approved products that are 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 over another in these categories.



## O. Communications

WIC-authorized grocers, farmers, pharmacies and commissaries are encouraged to communicate with WIC contacts at either the local and state offices when they have questions, need assistance or have suggested improvement, including the preparation of WIC shoppers. Colorado WIC 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 V. eWIC Transactions

WIC families receive an eWIC card at their local clinic to take with them to the store when doing their WIC shopping. Clinic staff issue food benefits to their account and connect the account to an assigned card number. 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 are 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. For example, if a customer is using their eWIC card to purchase items on June 30, only the benefits remaining in their balance from June 1-June 30 are available; any items left in the account will be removed at midnight of June 30. Available July benefits are then made available on July 1.

The specific foods and quantities to be received by each participant are determined by WIC based on the participant's specific needs. The participant can use the eWIC card at a Colorado WIC-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 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 allowed for that shopper can be purchased through the eWIC card. WIC customers may 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.

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

### A. eWIC Food Balance

At their visit to WIC, an itemized food benefit list showing their WIC food items is given to the family to use as a shopping list at the store. The benefits list may include a variety of items listed for the family by:

- Specific prescribed WIC food items and quantities to be purchased (*for example, 5 cans of Enfamil Gentlease infant formula*),
- 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
- Fixed-dollar amount used by a WIC customer to purchase fruits and/or vegetables.

In addition to the WIC food benefit list they receive at the clinic, shoppers have other options to request their current eWIC balance:

- At the store: a balance inquiry can be printed at the register with eWIC card and Personal Identification Number (PIN).
- On the back of their eWIC card: participants can call the phone number or visit the web portal listed on the back of their card to inquire about their remaining balance.

### B. 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 payment and subsequent recoupment after payment.

## C. eWIC Identification - PAN & PIN

To make an eWIC purchase, the shopper must have an eWIC card and a PIN. Cashiers can 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 can suggest that the eWIC cardholder contact the LA 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. They may also call this number to change the 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.

## D. eWIC Verifies the Foods & Pricing

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

While eWIC transactions may look a bit different depending on your store's register POS system, there are some main steps in the eWIC purchase that are similar across the state, including:

- Approved Product List (APL): A listing of WIC foods and barcode number is sent nightly by WIC to your POS system to make sure stores have the most updated version.
- Swipe: The eWIC card is another form of tender. When the WIC shopper is ready to check-out they will swipe their eWIC card before other forms of tender and enter their PIN.
- Verification: When items are scanned and the shopper uses the eWIC card and enter the PIN, the system will verify several things, including:
  1. Verify the PIN and card number and connect to the shopper's food balance
  2. Check the APL to assure that item (e.g., size and brand) is WIC approved
  3. Check the WIC shoppers food balance to assure the item is available to the shopper
  4. Check the price (and adjust to the expected amount)
  5. Give the shopper a chance to approve the WIC purchase
- Easy: Retailers do not have to confirm WIC benefit dates or know the foods in the shopper's balance. The POS system will either allow the item to be paid for with WIC or request another form of payment for the items being purchased.
- No Overrides: Cashiers are not able to override an item for eWIC. However, in the rare case you find an item you believe should be on the approved list, please submit the item details to WIC for review. (See Exhibit B for details.)
- Receipts: The receipt will give the shopper the list of WIC items purchased, the WIC amount purchased and show them the foods left in their balance.

## Section VI. Retailer Responsibilities

### A. WIC Manual

Upon initial authorization retailers will be sent a WIC Manual (i.e., a large, white binder that is divided into sections to be used for maintaining important materials and documents).

Section	WIC Manual Sections	
	Title	Contents/Information
1	Retailer Agreement (Optional)	Current Retailer Agreements can be obtained through a chain store's corporate headquarters or Colorado WIC.
2	Retailer Handbook	Store managers and WIC trainers must be familiar with the information in this Handbook. Keep the most recent version.
3	Policy Letters	Colorado WIC may periodically issue policy letters.
4	WIC'S WORLD Newsletters	The WIC'S WORLD newsletters must be shown to cashiers and maintained for at least two years in the WIC Manual.
5	Training Documentation	Store management is responsible for making sure cashiers and new employees are properly trained to handle WIC transactions, including watching the training video. Cashiers should be retrained every year on the new <i>Allowable Foods List</i> and/or any policy changes.  Use the Training Documentation Form (Exhibit A) to record store training. Keep the completed forms in Section V.
6	Local WIC Agency Contacts (LARC)	Keep WIC contact names and numbers here. Call your local WIC contact with questions, input, suggestions, etc.
7	Correspondence/ WIC Monitoring Reports/Visits	Keep monitoring reports and any correspondence here. This information can be used in training cashiers and maintaining adequate stock of the required WIC items.
8	Miscellaneous	Keep other WIC materials here.

This 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. WIC staff also review the training documentation.

## B. Retailer Agreement

The Colorado WIC Retailer Agreement (Retailer Agreement) defines the roles and responsibilities of retailers. By reference this 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.

Colorado WIC 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 Colorado WIC nor the retailer has an obligation to renew the agreement.

## C. 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.

## D. 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* (Exhibit I) is available to assist in ordering WIC materials.

## E. Training

In accordance with the federal regulations, retailers are accountable for actions of employees in the use of eWIC cards within their store. It is required that every employee who is involved with WIC transactions (including managers) receive WIC training.

### Definition of WIC Training

At a minimum the following topics must be covered during WIC training:

- Purpose of WIC and WIC food packages.
- Allowable 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).
- WIC transactions and WIC 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 procedures.
- Changes to WIC.

### Training Documentation

Documentation of WIC training must be kept on file in the WIC Manual using *the Training Documentation Form* (Exhibit A). Documentation of WIC training that is kept in individual personnel files or in the store's computer system does not qualify.

During a WIC monitoring visit, WIC will review the training documentation to ensure that store employees involved with WIC transactions: 1) have been trained in WIC policy and procedures and the current version of the WIC Foods List, 2) are listed on the documentation form and 3) have seen the most recent version of the training video.

## Training Tools (Available for order on the *Materials Order Form*)

- **Allowable Foods List Training (Required)** - When the *Allowable Foods List* is updated it is sent to retailers. This generally occurs every one to two years. Cashiers must be retrained upon receipt of updated *Allowable Foods Lists* and policy changes. Retailers must document this training in the *WIC Training Documentation Form*. Colorado WIC may be able to provide training assistance and/or additional training materials.
- **WIC'S WORLD Newsletter (Required)** - The WIC'S WORLD newsletter is sent out to retailers on a quarterly basis. This informative newsletter provides up-to-date information about policy changes, common questions and related information. Copies of the newsletter must be maintained on file in Section IV of the WIC Manual for a minimum of two years. Cashiers should read the newsletter to become aware of the most current policies and procedures. These newsletters are a training tool to be used with employees that deal with WIC transactions. During the monitoring visit, WIC will review the use of the newsletter in store training.
- **WIC Training Video (Required)** - The most recent edition of the video must be used to train cashiers who handle WIC transactions. The video is typically revised every three to five years. Store managers are responsible for ensuring that any store staff involved with WIC transactions view the newest version of the video. This means that store staff will view the video upon new hire if processing WIC transactions and every three to five years as revisions are produced. Retailers must document this training on the *WIC Training Documentation Form* (Exhibit A) and keep a copy in their WIC Manual. These forms are reviewed during monitoring visits WIC makes to the store.
- **Retailer Guide to eWIC (Strongly Suggested)** - This short guide is available for retailers' use at the check stand. This guide summarizes information in the training video and provides a quick reference for commonly asked questions. Copies should be kept available at every cashier.
- **Training Post Tests (Strongly Suggested)** - A post test is an optional training tool and is available on [www.ColoradoWIC.com](http://www.ColoradoWIC.com). Retailers may use this test in conjunction with the training video 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 post test and answer key as needed. Completed tests should not be sent to Colorado WIC.)



## Other Types of WIC Training

### **New Store Training- the Orientation**

Before a store is WIC-authorized an orientation visit is conducted. Colorado WIC (usually through the LA) will present the training to at least one store representative during the orientation visit. Store management is responsible to ensure cashiers and other store employees who will deal with WIC transactions and payment (bookkeepers, managers, stockers) are trained before WIC authorization. Training and orientation must be completed and documentation submitted to Colorado WIC prior to authorization. The Colorado WIC Retailer Coordination team is available to work with chain store headquarter training units and other store representatives to assist with training options. Upon completion of training by the Colorado WIC Retailer Coordination team, in-house trainers will be authorized for up to three years to conduct new store training.

### **Monitoring Visit Training**

Periodically, WIC will perform on-site, face-to-face training with at least one store representative; this is typically in the form of a monitoring visit to ensure compliance and provide assistance. (For details, see Section VII.)

### **Mandatory Training**

Stores that are identified as having specific problems or violations will be notified and required to attend mandatory training sessions conducted by WIC.

## 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 Colorado WIC), where a Colorado 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.

Colorado Retailer Coordination Unit Role	LARC Role
<ul style="list-style-type: none"> <li>❖ Working with retailers and LARC to foster positive working relationships.</li> <li>❖ Developing, implementing and enforcing procedures to ensure Program integrity.</li> <li>❖ Providing retailers and LARC with support and information; answering questions about the <i>Allowable Foods List</i>, etc.</li> <li>❖ Providing guidance for LARC on enforcing policies and procedures.</li> <li>❖ Coordination of Retailer Agreements and applications; authorizing and reauthorizing retailers to participate in Colorado WIC.</li> <li>❖ Providing training for LA WIC staff and retailers.</li> <li>❖ Working with LARC and retailers to resolve ongoing problems.</li> <li>❖ Facilitating communication between state staff and WIC LA's regarding retailer issues.</li> <li>❖ Enforcing federal regulations and initiating actions for sanctions against retailers who are in violation of Colorado WIC's policies and procedures.</li> <li>❖ Providing general oversight of the retailer component of Colorado WIC.</li> <li>❖ Implement cost containment processes.</li> </ul>	<ul style="list-style-type: none"> <li>❖ Conducting pre-authorization and orientation reviews.</li> <li>❖ Providing training for retailers and WIC educators.</li> <li>❖ Working with store personnel to handle questions about the <i>Allowable Foods List</i>, obtaining special formulas, ensuring minimum stocking requirements are met and resolving ongoing retailer issues.</li> <li>❖ Conducting site visits and monitoring visits.</li> <li>❖ Responding to participant/retailer complaints and forwarding copies to the Colorado Retailer Coordination Unit.</li> <li>❖ Reporting ongoing or serious retailer problems to the Colorado Retailer Coordination Unit for follow up.</li> <li>❖ Working with the Colorado Retailer Coordination Unit and LA Director to develop procedures that address retailer problems.</li> <li>❖ Enforcing federal and state regulations, policies and procedures.</li> <li>❖ Communicating policy and procedural changes to retailers.</li> <li>❖ Participating in Retailer Coordinator conference calls to facilitate communication between state staff and WIC LA regarding retailer issues.</li> <li>❖ Recommending investigations against retailers who are in violation of Colorado WIC.</li> <li>❖ 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.</li> <li>❖ Providing general oversight of retailers within service area.</li> <li>❖ Working with Colorado Retailer Unit on recommendations on retailer related policy.</li> </ul>

## B. Monitoring Visits

Retailers are monitored by WIC to:

- Identify ways that WIC can assist the store.
- Review the WIC Manual and WIC training documentation.
- Review the benefits and nutritional goals of Colorado WIC.
- Review the *Allowable Foods List*, why specific foods are prescribed and the minimum stocking requirements.
- Review WIC transaction and WIC procedures.
- Review Program policies, procedures and sanctions.
- Discuss any problems/concerns.
- Identify any areas that are out of compliance with Program policies and procedures and set a mutually agreed upon plan and due date for correction.
- Violation points and/or sanctions will be issued for non-compliance as outlined in Section VIII of this Handbook. Retailers may be required to submit a Corrective Action Plan (CAP) within 30 days of notification of non-compliance or during the monitoring visit.



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

Periodically, Colorado WIC conducts a type of monitoring visit called an education buy in coordination with a store manager/representative. In an education buy, a representative of Colorado WIC poses as a WIC shopper and conducts a WIC transaction. The store manager or store representative is typically aware of the visit beforehand (and sometimes has requested the visit). The shopper reveals during the buy that he or she is a WIC representative. The purpose of an education buy is to assist WIC, the store manager and the cashier to observe a WIC transaction and identify enhancements.

## C. Site Visits

When appropriate, the state and/or LARC conduct site visits. These visits are a way of mitigating issues as well as identifying ways to enhance the partnership.

## D. Investigations

An investigation is a method used by Colorado WIC 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 buy, 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 Retailer 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 Buys

Colorado WIC conducts and/or contracts for compliance investigations to identify and document violations, including those requiring federally mandated sanctions. Colorado WIC 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 Colorado WIC shall provide a findings letter to the retailer with identified findings.

### Invoice Audit

An inventory audit is an examination of food 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 60 days) to submit purchase invoices to Colorado WIC as time is of the essence. The retailer's failure to supply purchase invoices to Colorado WIC 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.

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 Colorado WIC 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 Colorado WIC, the Program shall recover monies overpaid to the retailer.

## Section VIII. Violations, Sanctions & Corrective Actions

Colorado WIC has designed systems to detect retailers who abuse or defraud the Program. These systems also identify retailers who, through misinformation or lack of training, may intentionally or unintentionally violate federal regulations, Program policies and procedures, or the terms of the Retailer Agreement. Violations that trigger sanctions do not require the Program to distinguish between fraudulent (intentional) and abusive (unintentional) violations because 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
- CAP
- Mandatory training
- CMP sanction; may be imposed if the Program determines disqualification would result in inadequate participant access
- Disqualification sanction.

**Administrative Review Procedures for Retailer Appeals:** Colorado WIC Program appeal procedures are outlined in this document (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 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 (i.e., Colorado WIC checks or eWIC cards) 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); or
- 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 the 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; or
- 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. Violation Points

Findings of Program violations are assigned specific points.

- Points can be assigned for a single occurrence or a pattern of the violation.
- 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 the Colorado WIC 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 = 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

## Colorado WIC Violation Points

- 1) Approved produce is not mapped and/or is not scanning as WIC approved. 2 points
- 2) Failure to accept a certified letter or leaving a certified letter unclaimed from Colorado WIC. 3 points
- 3) Use of the acronym "WIC" or the WIC logo in total or in part without the written consent of Colorado WIC. 4 points
- 4) Prohibiting WIC shoppers from using discount coupons, loyalty cards or promotion specials to reduce the WIC benefit amount. 4 points
- 5) Failing to post current prices for WIC foods on food items or shelf. 4 points
- 6) Requiring WIC shoppers to produce identification. 4 points
- 7) Non-allowed items mapped as produce. 4 points
- 8) Discourteous or discriminatory treatment of a WIC shopper. 5 points
- 9) Limiting authorized WIC shoppers in their choices of WIC products, e.g., allowing only an expensive brand of cereal. 6 points
- 10) Charging sales tax on WIC food items. 6 points
- 11) Failing to provide receipts to a WIC shopper. 6 points
- 12) 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
- 13) Participating in a transaction that is a conflict of interest. 7 points
- 14) Failure to submit information including, but not limited to, receipts, CAP's, Price Lists, change of address, etc., requested by Colorado WIC within the time period specified by the Program. 7 points
- 15) Failure to maintain an up-to-date WIC Manual, including not maintaining WIC'S WORLD newsletters or training documentation adequately. 7 points
- 16) Failure to attend or complete a scheduled monitoring visit. 7 points
- 17) Treating WIC shoppers differently than non-WIC customers. 8 points
- 18) Seeking payments from WIC shoppers for WIC transactions. 9 points
- 19) Entering a WIC shopper's PIN or asking a WIC shopper for their PIN. 9 points
- 20) Discriminating against WIC shoppers because of race, color, national origin, sex, age or disability. 9 points
- 21) Allowing WIC shoppers to return items purchased with WIC funds for credit, cash or non-food items. 9 points
- 22) Stocking infant formula past the "use by" date. 9 points
- 23) Failing to train employees who handle WIC transactions regarding Colorado WIC procedures set forth in the Retailer Agreement and WIC Handbook. 10 points
- 24) 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
- 25) Failure to attend or complete a mandatory training session after one mutual opportunity to reschedule. 14 points
- 26) Allowing a WIC transaction in a self-checkout lane that has not been approved by Colorado WIC. 14 points
- 27) 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
- 28) 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
- 29) Failing to provide complete purchase sales records, receipts and/or invoices upon request. 19 points
- 30) Entering a WIC shopper's card number (PAN) manually into the POS system without the card present. 19 points
- 31) Failing to reimburse/refund Colorado WIC for payments already made to the retailer and/or found to be in error. 19 points

## Section IX. Penalty, Disqualification & Appeals

### 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. Participant Access Criteria

The impact on participants' access to supplemental foods is a consideration in determining whether to disqualify a retailer or impose a CMP in lieu of disqualification. Prior to the disqualification of a retailer, the Program shall make a determination as to the adequacy of participant access to WIC foods.

When making the determination, the Program shall consider the availability of authorized retailers within the service area of the WIC LA from which participants receive WIC benefits, if there are other WIC-authorized stores within 20 miles, and any geographic barriers to using such retailers. Participant access will be determined as adequate when:

- There are an adequate number of authorized retailers operating in the area to meet participant demand.
- There are no specific geographic barriers that would significantly restrict participants' access to using other authorized retailers operating in the area.

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. 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.

### C. 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	
<hr/>		
	\$49,800 ÷ 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.

### D. 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

- 1) 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.
- 2) Retailers disqualified from SNAP or any other WIC Program for a federally mandated sanction (Class A violations) will be disqualified from the WIC Program.
- 3) 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.
- 4) 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.
- 5) Reciprocal disqualifications are not subject to Administrative Appeal in the WIC Program.
- 6) 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.
- 7) 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.

### **E. 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

Colorado WIC, 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. Colorado WIC 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 Colorado WIC 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 training to employees who will handle WIC transactions, prior to accepting eWIC cards.
- ✓ **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 available amounts sales data and may be required to provide documentation of sales amounts. If not yet opened, expected sales are required. Colorado WIC 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 list of SNAP eligible items is provided (Exhibit H).
- ✓ **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 IV-E).
- ✓ **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 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.
- ✓ **Documentation/Financial Statements:** 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. Colorado WIC 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.
- ✓ **Competitive Pricing:** Shelf 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 10%.
- ✓ **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.

## 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.
- ✓ **Food Source:** Retailers authorized to participate in the WIC Program shall purchase staple food items directly from a wholesaler supplier or other non-retail supplier, such as distributors, manufacturers and/or fresh produce suppliers. Retailers may be required to produce purchase invoices to document compliance.
- ✓ **Stocking Requirements:** The store meets the Minimum WIC Food Stocking Requirements of Colorado WIC approved food items (based on the current *Allowable Foods List*) as outlined in Section III, at all times, in sufficient quantities and variety to meet the needs of participants. Before authorization and throughout the agreement period, Colorado WIC reviews applicant stocking levels of WIC-approved items so that adequate amounts are available for participant redemption. Retailer stock is examined by the LA during the application process and reported to Colorado WIC.
- ✓ **Full-Service:** The store is a full-service grocery store with a primary function of selling groceries. Retailers that are primarily convenience stores and/or gas stations will not be considered as full-service grocery stores and will not be Colorado WIC 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 in SNAP as not meeting the criteria below as a full service grocery store will be denied authorization or terminated. The store provides a variety of staple foods to include:
  - a. At least three different types of items in each of these staple food categories:
    - i. Fresh meat (e.g., poultry, fish, ham; prepackaged luncheon meats do not qualify);
    - ii. Grains (e.g., bread, rice, cereal);
    - iii. Dairy products (e.g., milk, cheese, butter); and
  - b. At least two different types of items in each of these staple food categories:
    - i. Fresh fruits (e.g., apples, oranges, pears)
    - ii. Fresh vegetables (e.g., squash, spinach, cabbage)
  - c. At least one of the following is true:
    - i. Store is identified by SNAP with a store type as a Large Grocery Store, Medium Grocery Store, Military Commissary, Small Grocery Store, Supermarket, Super Store/Chain Store.
    - ii. Annual food sales (i.e., food items eligible for purchase with SNAP benefits) are greater than or equal to 65% of total annual sales.
    - iii. 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 (please see Definitions) must also 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 Colorado WIC.

### D. Exception to WIC Selection Criteria for Authorization

An exception to WIC retail selection criteria may be made (excluding competitive prices and meeting the minimum stocking requirements), in writing, between the Program and the retailer, if inadequate participant access would result from denial of a retailer's application.

### E. Sale of Store to Circumvent Sanction

Authorization will be denied or terminated if it is determined that the store has been sold in an attempt to circumvent a WIC sanction.

### F. 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, Colorado WIC may provide the retailer with 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 *Colorado Allowable 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 Colorado WIC transaction that were not paid for or only partially paid for by the Colorado WIC Program. The Colorado WIC Program is not obligated to pay for improperly handled or voided EBT transactions. 7 CFR 246.12(h)(3)(x).
6. 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).
7. Reimburse Colorado WIC for claims submitted for payments already made by the Colorado WIC Program for charges of more than the actual purchase of the supplemental foods. The Colorado WIC Program 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 Colorado WIC determines the retailer has committed a retailer violation that affects the payment to the retailer, Colorado WIC will delay payment or establish a claim. The retailer must submit payment for the claim or an adequate justification for the excessive charge to the Colorado WIC Program within 30 days of written notification. The Colorado WIC Program may offset the claim against current and subsequent amounts to be paid to the retailer. In addition to denying payment or assessing a claim, the Colorado WIC Program may sanction the retailer for retailer overcharges or other errors in accordance with the Colorado WIC sanction schedule. 7CFR 246.12(h)(3)(viii)(ix).

8. Maintain a Colorado WIC Program 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.
9. Not conduct WIC transactions in a separate liquor portion of the store.
10. Not conduct WIC transactions in self-checkout lines without pre-approval.
11. Have a current, paid maintenance agreement in place with their system dealer/technical support personnel.
12. 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.
13. 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.
14. 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.
15. 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, the Colorado WIC Program 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 the Colorado WIC Program's system requirements. Failure to seek re-certification when the retailer's ECR system is altered/revised shall subject the retailer to financial liabilities and/or disqualification.
16. Comply with Colorado WIC Program 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.
17. 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.
18. Submit information (e.g., UPC/PLU, description, picture, etc.) of new approved items to Colorado WIC via: a) completing the *Item Request Form*, Exhibit B) found on [www.ColoradoWIC.com](http://www.ColoradoWIC.com) (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](mailto:cdphe_askwic@state.co.us).
19. Reimburse the Colorado WIC Program pro-rata for WIC EBT system costs, if applicable, if the retailer is disqualified, terminated or closed.
20. Have an authorized Colorado WIC Retail Agreement and operate a certified system implementation prior to accepting eWIC cards for purchase.
21. Notify the Colorado WIC Program within three days in the event of eWIC transactions becoming inoperable.
22. Accept and assume payment for equipment, ongoing maintenance and operational costs. (Unless the retailer is identified as needed for participant access to WIC foods.)

## Section XI. Becoming (& Remaining) WIC Authorized

### A. The Application

Please call Colorado WIC at (303) 692-2400 or email [cdphe\\_askwic@state.co.us](mailto: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  
C/O: Retailer Unit  
WIC Program-PSD-NS-A4  
4300 Cherry Creek Drive South  
Denver, CO 80246-1530

Only completed applications will be assessed for eligibility. Colorado WIC will notify the applicant of any deficiency. Colorado WIC reserves the right not to process any new applications received during the last 120 calendar days of the current agreement period.

PLEASE NOTE: 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).

### B. Steps in the Approval Process

#### Step 1: Application

Submit an application packet that includes:

- Application
- Agreement\*
- Price List\* (if applying as a grocery store, commissary or pharmacy)

*\*The majority of chain stores have a master WIC Retailer Agreement that covers each of their WIC-authorized stores. Additional stores within the chain are added to the master Retailer Agreement as they are approved. Chain store headquarter representatives are, therefore, generally required to only submit an application for additional stores requesting authorization; submission of duplicate Agreements and Price Lists for chain stores are not required.*

#### Step 2: Meeting Authorization Criteria

Colorado WIC 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, Colorado WIC Program 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 (Section VI-E), including, benefits/nutritional goals of Colorado WIC, why specific foods are prescribed and details of the *Allowable Foods 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 support to the store representatives through information and tools so that they can successfully train appropriate store staff in 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. (Section VI-E details the WIC training requirements.) Store trainers are welcome and strongly encouraged to be in attendance at the orientation visit that is conducted by WIC staff and to use the tools and materials provided by WIC.

Trainers from chain store headquarters who have received training within three years from the Colorado WIC Retailer Coordination Unit are eligible to conduct the initial training with new stores.

The *WIC Retailer Training Documentation Form* should be completed and a copy maintained in the WIC Manual. The retailer will send a copy to the Colorado WIC Retailer Coordination Unit and/or their local WIC contact.

#### Step 6: Review of Criteria

Upon completion of training, orientation and the appropriate documentation, Colorado WIC (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.

The capability for EBT will then be assessed. The retailer must demonstrate that their POS system can accept WIC purchases, obtain a benefit balance, and complete an eWIC transaction accurately and securely and exchange files pursuant to Colorado WIC's eWIC system requirements and eWIC authorization selection criteria.

A WIC Manual, signed agreement and approval letter will be sent to the retailer with a notice to the local WIC contact.

### C. Providing False or Incomplete Information

Colorado WIC may deny authorization or terminate an executed agreement if it determines that the applicant provided false or incomplete information in connection with its application.

### D. 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 Colorado WIC that the change does not constitute a new store.

### E. 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 must provide written notification to Colorado WIC 30 days in advance of such changes in order for the LA to contact participants affected by the change. Failure to notify Colorado WIC of ownership change may result in the repayment of WIC funds issued to the unauthorized store owner.

### F. Emergency Situations

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.



## G. Re-authorization Criteria

*Retailer Agreements* are valid only for the period of time specified and a Retailer may not continue accepting WIC food instruments (i.e., Colorado WIC checks or eWIC cards) past the *Agreement* expiration date. Information for reauthorization will be sent directly to independent retailers and to the headquarters 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 check redemption. For those located in a metropolitan 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 a metropolitan 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.



# Definitions

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.
Allowable Foods List	List of WIC-approved foods developed by the Program.
Alternate Shopper	Any person designated by a participant, or by a parent or caregiver of an infant or child participant, to obtain the eWIC card and corresponding PIN, or to obtain supplemental foods on behalf of a participant.
Applicant	A grocery store, commissary, farmer or pharmacy that applies to Colorado WIC 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 <i>Allowable Foods List</i> .
Approved Product List (APL)	Electronic files identifying WIC food items authorized by the Colorado WIC Program for purchase with WIC benefits.
Authorized Broker or Distributor	Manufacturer, distributor or wholesaler with a valid Federal Tax Identification Number. (For a listing of WIC authorized formula sources, please go to <a href="http://www.ColoradoWIC.com">www.ColoradoWIC.com</a> , under section <i>Retailer</i> , tab <i>Retailer authorization</i> , click the link called: <a href="#">approved suppliers</a> .)
Benefits	Items purchased with WIC funds at an authorized retailer.
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	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 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, it is the cardholder's responsibility 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	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 Colorado WIC, 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, monitoring or site visit, inventory audit and/or coordinated efforts with other organizations.
Compliance Buy	Covert, on-site investigation, in which a representative of Colorado WIC poses as a WIC shopper, conducts a WIC transaction and does not reveal during the visit that he or she is a Colorado WIC representative.
Confidential Retailer Information	Based upon § 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.
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)	Colorado's WIC EBT contractor and FIS business partner. FIS and CDP process eWIC transactions. CDP is the main contact for the integrated retailers.
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 Colorado WIC poses as a WIC Shopper and conducts a WIC transaction. The store manager or store representative is typically aware of the visit beforehand (and sometimes has requested the visit). The shopper reveals during the buy that he or she is a WIC representative. The purpose of an education buy is to assist WIC, the store manager and the cashier to observe a WIC transaction and identify enhancements.
Electronic Cash Register (ECR)	The electronic cash register (ECR) system that is used at the point of sale (POS). This can be integrated or non-integrated (stand-beside).
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.
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)	Colorado WIC Program's eWIC contractor CDP business partner. FIS and CDP processes WIC 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 the WIC program to conduct WIC transactions, (e.g., eWIC cards and WIC checks).
Full-Service Grocery	A store primarily engaged in retail sales of a variety of food products and general merchandise as a full line grocery store. A full line 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.
Grocery Store	A retail store in a fixed and permanent location that maintains regular business hours, whose primary business is the sale of food.
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	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.
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, monitoring or site visits, 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)	Also called 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.
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.
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, or 3) two or more instances of violations during an inventory audit.

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.
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 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	Documentation that delineates the items purchased and the price paid for items, including discounts and other adjustments.
Retailer	A retailer that enters into an agreement with Colorado WIC (via the Colorado eWIC Retailer Agreement); A full-service 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.
Retailer Authorization	The process, by which the Program assesses, selects and enters into agreements with stores that apply or subsequently reapply to be authorized as retailers.
Retailer ID Number	The unique WIC identification number assigned to WIC-authorized retailers.
Routine Monitoring	Overt, on-site monitoring during which Program representatives identify themselves to retail personnel.

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.
Stand-Beside Point-of-Sale Device	Point-of-sale (POS) device that is directly connected to FIS 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 Colorado WIC Program.
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 Colorado WIC Retailer Coordination Unit or team.)
Store Location	Specific store location as indicated by the store name and/or store number.
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.

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.
Vendor	A full-service 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 the Colorado WIC Program 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 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.



## **Exhibits**

- A. Training Documentation for WIC Retailers Form**
- B. Colorado UPC Request Form**
- C. Price List Form**
- D. Formula Price List Form**
- E. Minimum Stocking Waiver Form**
- F. Retailer Agreement**
- G. Administrative Review Procedures for Retailer Appeals**
- H. Food Sales Fact Sheet**
- I. Materials Order Form**

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## Colorado WIC Training Documentation for WIC Retailers

Store Name & #: \_\_\_\_\_ WIC Retailer ID #: \_\_\_\_\_  
 Address: \_\_\_\_\_

My signature below verifies that I have attended the WIC retailer training session and/or watched the Colorado WIC Retailer Training Video. The following agenda items were discussed:

- 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 taking a WIC check and/or eWIC card)
- 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 WIC checks and 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 Retailer Handbook or call your local WIC clinic with questions about the WIC Program.

Print Name	Title	Signature	Date

**Please note:** This document must be maintained in the WIC Manual, Section V. All store employees involved in WIC transactions, including store management, must be trained and listed on this form.

### Training Documentation for WIC Retailers

Print Name	Title	Signature	Date

## WIC Item UPC Review Form

Colorado WIC keeps a list of the food items that can be purchased through WIC called the Approved Product List (APL). For new items or items that appear 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 is needed to research the item, and pictures help make sure we find the correct item to review.)

Pick one of the following ways to easily submit an item for review:

- 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.
- The shopper can provide details and/or pictures of the label and barcode to their local agency WIC clinic.
- Fill out the online *Item Request Form* at [www.ColoradoWIC.com](http://www.ColoradoWIC.com).
- Complete the form below and fax to (303) 756-9926.

Your Name	
Phone Number	
Email	
Store Name	
Store Location/City	
Food Item- Type (cheese, peanut butter, etc)	
Food Item- Brand Name	
Package Size (16 oz, 1 pound, 1 gallon, etc.)	
UPC (12 digits below barcode)	
Comments	



**Price List  
Colorado WIC**

**WIC ID #:** \_\_\_\_\_ **Store Name & #:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Instructions:**

- Please enter the HIGHEST cost WIC ALLOWED item that your store stocks.
- Certain items need additional information. Specifically, the brand name is needed for cereal and the number of ounces are needed for cereal, bread, salmon/sardines and tortillas.
- Providing the brand names (for items other than cereal) is optional.
- WIC uses the prices that stores provide to calculate the allowed amounts and determine payment of WIC transactions. Please complete as thoroughly as possible.
- Please provide a price for each item in Part A (which lists required stocking items).
- Parts B and C (and the Formula Price List) are optional; please provide prices for items that your store stocks.
- Per Federal regulations, a shelf price list is required to be completed/submitted AT LEAST every six months.
- Please remember to enter the contact information and date on the back. Thanks!

**Part A: Required WIC Stock**

Food Item	Brand Name (or Notes)	Size	Price
Enfamil (Premium) Infant Powder	Mead Johnson (UPC: 300871365421)	12.5 oz	\$
Enfamil ProSobee Powder	Mead Johnson (UPC: 300871214415)	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	\$
Breakfast Cereal- Highest cost per ounce -Fill in brand & number of ounces.	Brand: _____	_____ oz	\$
Bread, Rolls or Buns- 12-16 ounce -Fill in number of ounces.		_____ oz	\$
Fish, Canned- Chunk Light Tuna		5 oz	\$

**Part B: General**

Fish, Canned- Pink Salmon or Sardines -Fill in number of ounces, 7.5 - 14.75 oz		_____ oz	\$
Corn Tortillas -Fill in number of ounces, 8 or 16		_____ oz	\$
Brown Rice- Box or bag		16 oz	\$
Cheese- Kosher		Pound	\$
Bananas		Pound	\$
Tofu Tub		Pound	\$
Beans- Canned		15 - 16 oz	\$
Milk- Whole, Skim, 1% or 2%		½ Gallon	\$
Milk- Whole, Skim, 1% or 2%		Quart	\$
Milk- UHT Long-Life		Quart	\$
Milk- Evaporated		12 oz	\$
Milk- Lactose Free		Quart	\$
Milk- Lactose Free		½ Gallon	\$
Milk- Meyenberg Goat Milk		Quart	\$
Milk- Kosher		½ Gallon	\$
Soy Beverage		Quart	\$

**Part C: Optional Specialty WIC Formula- Provide Price if Item is Stocked**

Formula Name	Type*	Manufacturer	Size	Price
Boost Kid Essentials 1.5 cal with Fiber	RTF	Novaris Nutrition	27 pk 8 oz	\$
Bright Beginnings Soy Pediatric Drink	RTF	PBM Products	6 pk 8 oz can	\$
Compleat Pediatric	RTF	Nestle Infant Nutrition	8.45 oz can	\$
E028 Splash Box	RTF	Nutricia North America	27 pk 8 oz	\$
EleCare Infant	Powder	Abbott	14.1 oz	\$
EleCare Jr.	Powder	Abbott	14.1 oz	\$
Enfagrow Toddler Transitions Soy	Powder	Mead Johnson	21 oz	\$
Enfamil AR	Powder	Mead Johnson	12.9 oz	\$
Enfamil AR	RTF	Mead Johnson	32 oz	\$
Enfamil EnfaCare	Powder	Mead Johnson	12.8 oz	\$
Enfamil EnfaCare	RTF	Mead Johnson	32 oz can	\$
Enfamil Gentlease	Powder	Mead Johnson	12.4 oz	\$
Enfamil Gentlease	RTF	Mead Johnson	32 oz	\$
Enfamil (Premium) Infant	CONC	Mead Johnson	13 oz	\$
Enfamil (Premium) Infant	RTF	Mead Johnson	32 oz	\$
Enfamil ProSobee	CONC	Mead Johnson	13 oz	\$
Enfamil ProSobee	RTF	Mead Johnson	32 oz	\$
Ensure	RTF	Abbott	6 pk 8 oz	\$
Gerber Good Start Nourish	Powder	Nestle Infant Nutrition	12.6 oz	\$
Neocate Infant with DHA & ARA	Powder	Nutricia North America	14.1 oz	\$
Neocate Junior powder	Powder	Nutricia North America	14 oz	\$
Nutramigen w/Enflora LGG	Powder	Mead Johnson	12.6 oz	\$
Nutramigen	RTF	Mead Johnson	32 oz	\$
Nutren Jr.	RTF	Nestle Infant Nutrition	8.45 oz	\$
Nutren Jr. with Prebio Fiber	RTF	Nestle Infant Nutrition	8.45 oz	\$
Pediasure (Any Flavor)	RTF	Abbott	6 pk 8 oz	\$
Pediasure with Fiber (Any Flavor)	RTF	Abbott	6 pk 8 oz	\$
Pediasure 1.5 cal	RTF	Abbott	6 pk 8 oz	\$
Pediasure 1.5 cal with Fiber	RTF	Abbott	6 pk 8 oz	\$
Peptamen Jr. with Fiber	RTF	Nestle Infant Nutrition	8.45 oz can	\$
Pregestimil	Powder	Mead Johnson	16 oz	\$
PurAmino (formerly Nutramigen AA)	Powder	Mead Johnson	14.1 oz	\$
Similac Expert Care Alimentum	Powder	Abbott	16 oz	\$
Similac Expert Care Alimentum	RTF	Abbott	32 oz	\$
Similac Expert Care Neosure	Powder	Abbott	13.1 oz	\$
Similac Expert Care Neosure	RTF	Abbott	32 oz	\$
Similac PM 60/40	Powder	Abbott	14.1 oz	\$

\*RTF= Ready to Feed; CONC= Concentrate

**Shelf Price Lists must be submitted every six months, more often if prices change.**

I certify the above information is true and correct.

**WIC ID # or Store Name:**

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

**EMAIL** scanned copy to: [cdphe\\_askwic@state.co.us](mailto:cdphe_askwic@state.co.us)

**Excel spreadsheet** can be requested at: [cdphe\\_askwic@state.co.us](mailto:cdphe_askwic@state.co.us)



## Formula Price List (Optional) WIC-Allowed Infant Formula & Nutritional Items

Pharmacy/Store Name: \_\_\_\_\_ WIC ID #: \_\_\_\_\_

Phone #: \_\_\_\_\_ Date: \_\_\_\_\_

UPC	Item Name	Size	Price
041679021934	Boost High Protein, Chocolate, RTF (12-pk)	12-pk of 8-oz bottles	\$
041679940662	Boost High Protein, Chocolate, RTF (6-pk)	6-pk of 8-oz bottles	\$
041679821978	Boost High Protein, Strawberry, RTF (12-pk)	12-pk of 8-oz bottle	\$
041679944363	Boost High Protein, Strawberry, RTF (6-pk)	6-pk of 8-oz bottles	\$
10043900941391	Boost High Protein, Vanilla, RTF (27-pk)	27 pack-8 oz	\$
041679022009	Boost High Protein, Vanilla, RTF (12-pk)	12-pk of 8-oz bottles	\$
041679941669	Boost High Protein, Vanilla, RTF (6-pk)	6-pk of 8-oz bottles	\$
10043900335886	Boost Kid Essentials 1.5, Chocolate, RTF	27 pack-8 oz (case)	\$
10043900335992	Boost Kid Essentials 1.5, Strawberry, RTF	27 pack-8 oz (case)	\$
10043900335442	Boost Kid Essentials 1.5, Vanilla, RTF	27 pack-8 oz (case)	\$
10043900335008	Boost Kid Essentials 1.5 with Fiber, Vanilla RTF	27 pack-8 oz (case)	\$
683744350091	Bright Beginnings Soy Pediatric Drink, RTF	6 pack-8 oz	\$
070074533292	Calcilo XD, Pwd	13.2 oz	\$
043900142401	Compleat Pediatric, 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 (case)	\$
749735126660	E028 Splash, Tropical Fruit, RTF	27 pack-8 oz (case)	\$
070074535111	EleCare Infant, Pwd	14.1 oz can	\$
070074552545	Elecare Jr., Unflavored, Pwd	14.1 oz can	\$
070074565866	Elecare Jr., Vanilla, Pwd	14.1 oz can	\$
300871409446	Enfagrow Soy Toddler Transitions, Pwd	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	\$
300875115626	Enfamil Gentlease, RTF	32 oz bottle	\$
300875103418	Enfamil Gentlease, RTF	6 pack-8-oz	\$
300871367418	Enfamil Infant, Conc	13 oz	\$
300871365421	Enfamil Infant, Pwd	12.5 oz	\$
300875115602	Enfamil Infant, RTF	32 oz bottle	\$
300875102428	Enfamil Infant, RTF	6 pack-8 oz	\$
300871195417	Enfamil ProSobee, Conc	13 oz	\$
300871214415	Enfamil ProSobee, Pwd	12.9 oz	\$
300875102503	Enfamil ProSobee, RTF	6 pack-8 oz	\$
300875111321	Enfamil Reguline, Pwd	12.4 oz	\$
300875111086	Enfamil Reguline, RTF	6 pk-8 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	\$
070074633893	Ensure, Strawberry, RTF	16 pack 8 oz bottles	\$
070074534329	Ensure, Vanilla, RTF	16 pack 8 oz bottles	\$
070074407012	Ensure Shake, Chocolate, RTF	6 Pack 8 oz Bottles	\$

# Exhibit D- Formula Price List

070074538075	Ensure Shake, Dark Chocolate, RTF	6 Pack 8 oz Bottles	\$
070074407050	Ensure Shake, Strawberry, RTF	6 Pack 8 oz Bottles	\$
070074407111	Ensure Shake, Vanilla, RTF	6 Pack 8 oz Bottles	\$
070074517872	Ensure Plus, Butter Pecan, RTF	6 Pack 8 oz Bottles	\$
070074504674	Ensure Plus, Chocolate, RTF	24 - 8 oz (case)	\$
070074407029	Ensure Plus, Chocolate, RTF	6 Pack 8 oz Bottles	\$
070074538105	Ensure Plus, Dark Chocolate, RTF	6 Pack 8 oz Bottles	\$
070074583020	Ensure Plus, Strawberry, RTF (institutional)	24 - 8 oz (case)	\$
070074506470	Ensure Plus, Strawberry, RTF	24- 8 oz (case)	\$
070074407180	Ensure Plus, Strawberry, RTF	6 Pack 8 oz Bottles	\$
070074504650	Ensure Plus, Vanilla, RTF	24 - 8 oz (case)	\$
070074407074	Ensure Plus, Vanilla, RTF	6 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	\$
749735023600	MSUD Maxamaid, Pwd	1 lb	\$
749735023402	MSUD Maxamum, Pwd	1 lb	\$
749735025956	Neocate Infant, Pwd	14.1 oz	\$
749735026908	Neocate Junior, Chocolate, Pwd	14.1 oz	\$
749735021248	Neocate Junior, Tropical, Pwd	14.1 oz	\$
749735017906	Neocate Junio,r Unflavored, Pwd	14.1 oz	\$
749735064566	Neocate Junior with Prebiotics, Strawberry, Pwd	14.1 oz	\$
749735029121	Neocate Junior with Prebiotics, Unflavored, Pwd	14.1 oz	\$
749735006276	Neocate Junior with Prebiotics, Vanilla, Pwd	14.1 oz	\$
749735144510	Neocate Splash, Unflavored, RTF	27 pack-8 oz (case)	\$
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	\$
798716060561	Nutren 1.0 with Fiber, Unflavored, RTF	8.45 oz Tetra Prisma	\$
798716062206	Nutren 1.5, Unflavored, RTF	8.45 oz Tetra Prisma	\$
798716062305	Nutren 2.0, Unflavored, RTF	8.45 oz Tetra Prisma	\$
798716060622	Nutren Junior, Vanilla, RTF	8.45 oz	\$
798716060639	Nutren Junior with Fiber, Vanilla, RTF	8.45 oz	\$
070074407357	Osmolite 1Cal, RTF	8 oz	\$
070074538198	PediaSure, Berry, RTF	6 Pack 8 oz Bottles	\$
070074580531	PediaSure, Banana Cream, RTF	6 Pack 8 oz 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	\$
070074563695	PediaSure with Fiber, Strawberry, RTF	6pk 8oz	\$
070074580623	PediaSure with Fiber, Vanilla, RTF	6pk 8oz	\$
070074518053	PediaSure Enteral, Vanilla, RTF	8 oz can	\$
070074518077	PediaSure Enteral with Fiber, Vanilla, RTF	8 oz can	\$

# Exhibit D- Formula Price List

070074564104	PediaSure1.5 Cal, Vanilla, RTF	8 oz can	\$
070074564128	PediaSure1.5 Cal with Fiber, Vanilla, RTF	8 oz can	\$
798716062695	Peptamen, Unflavored, RTF	8.45 oz	\$
798716181853	Peptamen with PREBIO, Vanilla, RTF	8.45 oz	\$
798716601405	Peptamen Jr., Strawberry, RTF	8.45 oz	\$
798716062534	Peptamen Jr., Unflavored, RTF	8.45 oz	\$
798716062527	Peptamen Jr., Vanilla, RTF	8.45 oz	\$
798716364157	Peptamen Jr. with Prebio fiber, Chocolate, RTF	8.45 oz	\$
798716162616	Peptamen Jr with Prebio fiber, Vanilla, RTF	8.45 oz	\$
070074511214	Phenex-1, Pwd	400 gm	\$
070074511238	Phenex-2, Pwd	400 gm	\$
070074557564	Phenex-2, Vanilla Pwd	400 gm	\$
300875101728	Phenyl-Free 1, Pwd	16 oz	\$
300875100035	Phenyl-Free 2, Pwd	16 oz	\$
300875100103	Phenyl-Free 2HP, Pwd	16 oz	\$
700847095015	PhenylAde Essential Drink Mix, Chocolate, Pwd	16 oz Cans	\$
700847095039	PhenylAde Essential Drink Mix, Orange Crème, Pwd	16 oz Cans	\$
700847095046	PhenylAde Essential Drink Mix, Strawberry, Pwd	16 oz Cans	\$
700847095084	PhenylAde Essential Drink Mix, Unflavored, Pwd	16 oz Cans	\$
700847095022	PhenylAde Essential Drink Mix, Vanilla, Pwd	16 oz Cans	\$
749735101643	PKU Periflex Early Years	400 gm	\$
749735094778	PKU Periflex Junior Plus, Unflavored, Pwd	400 gm	\$
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	14.4 oz	\$
300870367013	Pregestimil, Pwd	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, Conc	13 oz	\$
070074647128	Similac Alimentum, Pwd	12.1 oz	\$
070074575131	Similac Alimentum, RTF	32 oz	\$
054598111759	Similac Human Milk Fortifier, Pwd	50 (0.90-gm) packets	\$
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	\$
749735023648	XLeu Maxamaid, Pwd	16 oz	\$
749735023433	XLeu Maxamum, Pwd	16 oz	\$
749735023594	XLys, XTrp Maxamaid, Pwd	16 oz	\$
749735023440	XLys, XTrp Maxamum, Pwd	16 oz	\$
749735023631	XMet Maxamaid, Pwd	16 oz	\$
749735023419	XMet Maxamum, Pwd	16 oz	\$
749735023617	XMTVI Maxamaid, Pwd	16 oz	\$

## Exhibit D- Formula Price List

749735023426	XMTVI Maxamum, Pwd	16 oz	\$
749735023570	XPhe Maxamaid, Orange, Pwd	16 oz	\$
749735023716	XPhe Maxamaid, Strawberry, Pwd	16 oz	\$
749735023587	XPhe Maxamaid, Unflavored, Pwd	16 oz	\$
749735023020	XPhe Maxamum, Orange, Pwd	16 oz	\$
749735023013	XPhe Maxamum, Unflavored, Pwd	16 oz	\$
749735023624	Xphe, XTyr Maxamaid, Pwd	16 oz	\$

WIC formulas are generally fortified with iron, unless otherwise noted.  
This list should be submitted at least every six months, more often if prices change.

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](mailto:cdphe_askwic@state.co.us)

Excel spreadsheet can be requested at: [cdphe\\_askwic@state.co.us](mailto:cdphe_askwic@state.co.us)

## Minimum Stocking Waiver Form

Retailer: \_\_\_\_\_

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

Retailer WIC ID #: \_\_\_\_\_

Only currently-authorized retailers may request waivers from the minimum stocking requirements. Waivers are provided only if the store has no sales of the item within the previous 3 months.

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 void.

\_\_\_\_\_  
Store Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Local Agency WIC Staff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Colorado Retailer Unit Representative

\_\_\_\_\_  
Date





**COLORADO**

Department of Public Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

## 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 2017-2019 ("Agreement") is made by and between the state of Colorado, acting by and through Colorado WIC, 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 until: December 31, 2019.

### PURPOSE

This document, upon signature by the retailer and Colorado WIC, 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 (i.e., WIC checks and eWIC cards) issued by the State's Special Supplemental Nutrition Program for Women, Infants and Children (WIC) (hereinafter referred to as the Program).
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. Face-to-face 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 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.

6. 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.
7. 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 checks, food instruments and benefits.
8. 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.
9. The Retailer shall have approval to redeem SNAP benefits, 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, 2017, or as amended and revised.
10. 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.
11. The Retailer shall not attempt to seek additional reimbursement from a WIC participant under any circumstances in connection with a WIC transaction.
12. 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.
13. The Retailer is responsible for fees, including but not limited to interchange fees, its bank or point-of-sale processor may charge.
14. The Retailer shall submit shelf price surveys as requested by the Program.
15. 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.
16. 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.
17. 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.

18. 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.
19. 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 check or an eWIC card (trafficking); or selling firearms, ammunition, explosives or controlled substances in exchange for a WIC check or an eWIC card. 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.
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 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.
22. 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.
23. 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.
24. 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.)
25. 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.
26. This Agreement is effective as of the date the last party signs it and shall remain in effect, unless otherwise terminated, until **December 31, 2019**.
27. Retailers authorized as pharmacies agree not to provide standard infant formula unless by request from Colorado WIC.

### Section II: eWIC Definition

1. Approved Product List (APL) - Electronic files identifying WIC food items authorized by Colorado WIC 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 stores 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 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 Colorado WIC to each eligible family account. The eWIC card is used by the eWIC cardholder to purchase approved foods at authorized retailer locations.
6. eWIC Contractor - EBT contractor hired by WIC.
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 and WIC checks).

### 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 such as those in the Technical Implementation Guide. If a retailer is necessary for participant access and cannot accept WIC benefits electronically, Colorado WIC may provide the retailer with a stand-beside Point-of-Sale (POS) system.

The Retailer shall redeem Colorado WIC 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. It is also understood that the retailer shall continue to accept paper checks during normal hours until such time as Colorado WIC no longer has valid paper checks. A retailer's normal hours of operations must be submitted to the Colorado WIC 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 Fidelity Information Services (FIS) Government Solutions) 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 Colorado WIC to accept eWIC transactions, the retailer shall:

1. Process all transaction types that are required by Colorado WIC. 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 Colorado WIC. 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](mailto:jim.chilcoat@cdpehs.com)
3. All self-checkout lanes must be separately certified by CDP and pre-approved by Colorado WIC.
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. (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 any redemption of eWIC benefits:
  - a. For which an approval has not been received from Colorado WIC; and
  - b. For the incorrect redemption of benefits (e.g. providing an item not authorized by Colorado WIC 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 Colorado WIC 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 stores 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.
11. Assure that only WIC approved fruits and vegetables are sold in exchange for the CVB amount; mapping only allowed produce as WIC eligible. Retailer may submit the listing of the UPC and product descriptions of produce to Colorado WIC for approval before mapping to the closest PLU.
12. Provide the capability for eWIC cardholders to retrieve their currently available food benefits balance while in the store (BI) 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. 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. The WIC program will lease POS devices, during the implementation period, for up to four lanes. Stores that become WIC authorized after the implementation period is over will not be eligible for this compensation without pre-approval.  
(Colorado WIC will not impose cost on participating retailers using a stand-beside that is single function (i.e., used exclusively for WIC transactions). Colorado WIC 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 to WIC foods.)
17. Appropriately display signage as pre-approved by Colorado WIC 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 the WIC program 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 (i.e., WIC checks or eWIC cards) 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.
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 Colorado WIC office by mailing the cards to WIC, PSD-NS-A4, 4300 Cherry Creek Drive South, Denver, CO 80246.
32. Colorado WIC Program 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. Additional sanctions for fraud and abuse:
  - a. Colorado WIC 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 Colorado WIC Retailer Unit of any civil or criminal convictions.
    - iii. Fail to pay child support, taxes and money judgments.
  - b. 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.
37. 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 SNAP and the utilization of a Value Added Reseller, an Acquirer or a TPP.

### Section IV: Colorado WIC Responsibilities

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

1. Encourage commercial development of integrated eWIC systems and offer a stand-beside device via a designated eWIC Contractor to authorized retailers electing to use this option.
2. Provide, during the implementation period, stand-beside devices as needed, based on the store's average monthly WIC redemptions, number of cash registers or other agreed upon factors, if applicable.
3. 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.
4. Make available daily the most current APL containing a complete listing of products that are approved for redemption by Colorado WIC through its eWIC Contractor.
5. Provide training to store representatives, as needed, on the eWIC policies and procedures.
6. Establish a calculated NTE price for each WIC approved food item and use this NTE in reimbursing retailers for items purchased by the eWIC cardholder.
7. 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.
8. Reimburse the Retailer for all approved eWIC redemptions that are made in accordance with applicable state and federal requirements.
9. Provide administrative oversight to ensure authorized stores meet compliance and integrity requirements in accepting and processing eWIC transactions.

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**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, stock price surveys, the Colorado WIC Retailer Handbook, approved foods list, memos, other formal instructions, and terms of participation issued to retailers by the Colorado WIC Office.

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 Director (Erin Ulric).

---

Name

---

SIGNATURE

---

Title

---

Date Signed

## **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.

## 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 (checks and eWIC cards) 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 receipt of the notice of action the retailer must submit 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 request is not received within thirty (30) calendar days from the date the notice is received by the retailer;
    - 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.



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.

### 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](http://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](mailto:program.intake@usda.gov).

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## Food Sales Fact Sheet

### A Guide to Food Sales Questions on the Colorado WIC Application

The application for WIC asks for the store's annual food sales. What does that mean?

A retailer may include any item that may be purchased with SNAP benefits in the food sales amount reported to Colorado WIC.

#### "Food sales" includes sales of:

- ✓ Staple foods for the household to eat, such as:
  - grains, breads and cereals;
  - fruits and vegetables (fresh, frozen, canned)
  - meats, fish and poultry; and
  - dairy products.
- ✓ Coffee, tea, cocoa, carbonated and noncarbonated drinks, ice, candy, condiments and spices, when sold along with the items above.
- ✓ Snacks foods (e.g., potato chips and cupcakes).
- ✓ Cold ready-to-eat foods intended for off-premises consumption only.
- ✓ Specialty foods (such as diabetic and dietetic foods), enriched or fortified foods, infant formulas and certain health food items. Examples include weight loss products (e.g., Slim Fast), Pedialite, Ensure, wheat germ, and brewer's yeast. If the ordinary use of the item is as a food, rather than as a medicine or therapeutic agent, it may be included in food sales.
- ✓ Vegetable oils, shortening and food coloring.
- ✓ Cooking wine, wine vinegar, flavorings, extracts.

#### "Food sales" does NOT include sales of:

- ✓ Any nonfood items, such as:
  - pet foods;
  - soaps, paper products; and
  - household supplies.
- ✓ Beer, wine, liquor, and all other alcoholic beverages.
- ✓ Cigarettes, cigars, and all other tobacco products.
- ✓ Vitamins and medicines.
- ✓ Foods that will be eaten in the store.
- ✓ Hot foods and hot food products (soups, roasted chicken, coffee, steamed seafood).

#### Summary:

*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.)

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## MATERIALS ORDER FORM

Store Name/Chain #: \_\_\_\_\_ WIC ID #: \_\_\_\_\_ Date: \_\_\_\_\_

Ship to Attention: \_\_\_\_\_ Phone: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

Item Requested	Amount Requested*
Allowable Foods List- English	
Allowable Foods List- Spanish	
Retailer Guide to eWIC	
WIC Authorized Store Window Cling/Door Display	
Training Guide (Tool for Training Store Cashiers)	
WIC Cashier Training (Partnering with WIC)- 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 your local WIC representative or Colorado WIC at (303) 692-2400

OR

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

OR

Email your request to: [cdphe\\_askwic@state.co.us](mailto: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.com](http://www.ColoradoWIC.com) for all the latest updates, information and materials.

Available on our website: [www.ColoradoWIC.com](http://www.ColoradoWIC.com)

Check out the Colorado WIC website for lots of great information on Colorado WIC Program activities, events & resources.

Plus—you'll find many online materials available to print, including the following:

Training Post Test  
Training Post Test - Answer Key  
Retailer Guide to eWIC  
Applications  
Orientation Reports  
Monitoring Reports  
Pre-authorization Reports  
Who Do I Call When . . .