

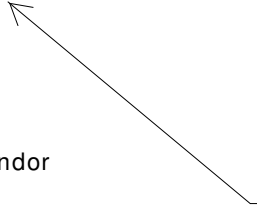
# Vermont WIC Vendor Handbook



# Vermont WIC Vendor Handbook

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# VERMONT WIC VENDOR HANDBOOK

## Chapter 1: Introducing The WIC Program

The Special Supplemental Nutrition Program for **W**omen, **I**nfants and **C**hildren (**WIC**) is a nutrition and health improvement program for pregnant women, breastfeeding mothers, postpartum mothers, babies and children under five years old. WIC provides nutritious foods and nutrition education, as well as referrals for health care and information on community health and nutrition services to eligible pregnant women, new moms, infants and children less than 5 years of age. The goal of WIC is to improve birth outcomes, support the growth and development of infants and children and promote long-term health in all WIC participants.



### 1 ADMINISTRATION

Funding for WIC is provided by the United States Department of Agriculture (USDA) **Food and Nutrition Service (FNS)**. WIC operates in all 50 states, the District of Columbia, Indian Tribal Organizations and 4 U.S. territories. In Vermont, WIC is part of the **Vermont Department of Health**, and is administered at the local level by Department of Health **District Offices**. Statewide, the WIC Program serves approximately 17,000 participants each month.

Vermont is the only state that uses home delivery to distribute WIC foods. Starting October 1, 2009, Vermont will add retail grocers as authorized WIC vendors, but only for fruits and vegetables allowed under the interim rule for the new WIC Food Package. Therefore, this handbook provides guidance for home delivery vendors **and** for the retail grocers who will soon be part of the VT WIC food delivery program.

### 2 WHAT IS WIC?

WIC participants have limited incomes and health risks that can be improved through good nutrition. The WIC Program provides supplemental foods high in protein, vitamins and minerals that have been carefully selected and are individually prescribed to meet the nutrition needs of the participant. Health professionals at District Offices determine WIC eligibility based on nutritional risk, income eligibility and Vermont residency.

Among the foods that currently may be prescribed are:

- Beans
- Cereal
- Cheese
- Eggs
- 100% fruit juice and vegetable juice
- Iron fortified infant formula
- Milk
- Peanut Butter
- Tuna

**Beginning October 1, 2009**, many changes will be made to the approved foods list, including the addition of fresh, frozen and canned fruits and vegetables available through a network of authorized retail vendors. Other allowed foods will include fortified soy beverage, tofu, whole grain bread, brown rice and prepared infant food. Vendors will be provided amended food lists in advance of the change.

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WIC also refers participants to health and social service programs and provides information and education on good eating habits, to help families be healthy and eat well.

WIC is different from other nutrition programs in several ways:

- WIC eligibility is based on *health risk*, in addition to income.
- WIC services include *nutrition education and health referrals*, in addition to food benefits.
- WIC participants receive *only the specific types and quantities of foods prescribed* to them.
- In Vermont, WIC participants receive most of their food prescription through *home delivery*. However, beginning October 1, 2009, WIC recipients will be allowed to purchase fruits and vegetables at authorized retail grocers who have signed agreements with VT WIC.

### 3 WIC WORKS!

Over 70 evaluation studies have been conducted to assess the WIC Program's effectiveness in improving the health of its participants. This research has shown that WIC is effective in improving participants' health. Some of the findings are summarized below.

**For pregnant women**, WIC participation has been associated with:

- earlier and adequate prenatal care visits.
- greater consumption of iron, protein, calcium and vitamin C.
- longer pregnancies, resulting in fewer premature births.
- improved maternal weight gain.
- larger head sizes of infants, reflecting greater brain growth.
- higher birth weights of infants.

**For infants and children**, WIC participation has been associated with:

- an increase in the rates of infants being breastfed.
- a reduced incidence of anemia.
- greater consumption of iron, folate and vitamin B-6.
- better vocabulary and digit memory test scores.
- higher rates of immunization against diseases.



Participation in WIC is also associated with real cost savings. For every \$1 spent by WIC on pregnant women, \$2 to \$3 is saved in Medicaid costs for newborn infants and their mothers. Today, WIC is recognized as "the Nation's premier public health nutrition program."

The retailer grocers and home delivery contractors who are partners in WIC are very important because they

- Help infants, children and pregnant women become healthier;
- Provide convenient access to healthy foods;
- Assure the integrity of the WIC program by following the procedures in this handbook.

***Thank you for being a WIC partner!***

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# VERMONT WIC VENDOR HANDBOOK

## Chapter 2: If You Need Assistance

### 1 RESPONSIBILITIES FOR WIC ADMINISTRATION

The WIC State Office deals with:

- home delivery and retail vendor authorization, monitoring and training
- fraud and program abuse

WIC staff in the District Offices are responsible for:

- certifying eligibility of WIC participants and generating monthly food orders
- training participants about WIC rules and regulations
- training participants learn about home delivery and use of the WIC EBT card

In general, you should call state office staff if you have a vendor-related problem and the Vendor Liaison in the District Office for participant matters.

### 2 STATE WIC OFFICE CONTACT INFORMATION

#### Home Delivery Vendors

Tamela Ross-Little  
[trossli@vdh.state.vt.us](mailto:trossli@vdh.state.vt.us)  
802-652-4183

#### Retail Vendors (except for EBT issues):

Patrick Henry  
[phenry@vdh.state.vt.us](mailto:phenry@vdh.state.vt.us)  
802-951-5167

#### WIC Retail Vendor EBT Issues:

EBT Retailer Hotline: 1-800-831-5235

### 3 DISTRICT OFFICE WIC CONTACT INFORMATION

To find the District Office closest to you, go to:

[http://www.healthvermont.gov/local/district/district\\_office.aspx#find](http://www.healthvermont.gov/local/district/district_office.aspx#find)

When you call, ask to speak with the Vendor Liaison.

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# Vermont WIC Vendor Handbook

## Chapter 3: How to Become a Home Delivery Vendor

Vermont is the only WIC program in the country that relies exclusively on home delivery of the WIC food package to WIC participants.<sup>1</sup> This chapter explains the process used by the Vermont WIC program to authorize home delivery vendors.

### 1 SELECTION CRITERIA FOR HOME DELIVERY VENDORS

Vermont WIC uses the following criteria in the selection and authorization of home delivery vendors:

- **Type of Business**

The types of businesses eligible to be home delivery vendors are dairies, private delivery services doing WIC business only, or private delivery services for which WIC is one client .

- **Competitive Pricing**

Vermont WIC selects vendors based on competitive bids for the delivery charge per item.

- **Minimum variety and quantity of supplemental foods; storage and transport**

- Vermont WIC requires home delivery vendors to stock a minimum variety and quantity of foods. This stock requirement is identical statewide. (See Section 2 below for list of minimum variety and quantity.)
- Storage facility and vehicle for transporting food must meet Vermont Department of Agriculture standards

- **Business integrity**

- No history, during the past six years, among the vendor's owners, officers, or managers of criminal convictions or civil judgments for activities listed in 7 CFR 246.12(g)(3)(iii)
- No history of other business-related criminal convictions or civil judgments
- Lack of previous WIC sanctions
- A lack of a current Supplemental Nutrition Assistance Program (SNAP) disqualification or civil money penalty for hardship
- The State agency routinely verifies with the FNS field office information provided by vendor applicants regarding the status of their SNAP retailer authorization



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<sup>1</sup> On 10/1/09, Vermont WIC will begin distribution of fruits and vegetables through an authorized retail grocer network, but the remainder of the food package will continue to be distributed by Home Delivery vendors.

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- **Limiting Criterion**

Vermont WIC may limit the total number of home delivery vendors to the number required for geographic coverage of WIC districts.

## **2 REQUIRED MINIMUM INVENTORY**

It is the Vendor's responsibility to purchase and maintain adequate quantities of all WIC foods. If there are products shortages beyond the vendor's control, vendor must contact WIC Central office for prior authorization to purchase items that vary from the home delivery contract specifications.

## **3 AUTHORIZATION PROCESS**

- Vermont WIC adheres to the State of Vermont requirements for procurement.
- In conjunction with the Division of Buildings and General Services, Office of Purchasing & Contracting, Vermont WIC issues a Request for Bids for home delivery of WIC foods once every four years.
- Vendors are authorized for a period of two years, with the possibility of two (2) one-year extensions.
- Vendors are authorized/re-authorized under renewable agreements, provided no vendor violations occurred during the previous vendor agreement period.
- All vendors are provided at least 15 days advance written notice of the expiration of the vendor agreement.

## **4 CHANGE OF OWNERSHIP/ ADDRESS**

The home delivery vendor must notify Vermont WIC of any pending change in ownership or address. In the event of a change of ownership, the contract between the state and the vendor will not be assigned in whole or in part without the written permission of the Purchasing & Contract Administration Division Director of the State of Vermont.

In the event of a change in ownership, settlement of outstanding invoices will be handled as follows: Three times the monthly average of negative invoice adjustments over the previous six months will be withheld from payment on the final invoice to cover potential negative adjustments to the unreconciled invoices.

The outgoing vendor will assure smooth transition by providing the incoming vendor with the information necessary to continue deliveries in a way that least disrupts the participants.

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## VERMONT WIC VENDOR HANDBOOK

### Chapter 4: How to Become a Retail Vendor for Fruits and Vegetables

Beginning October 1, 2009, Vermont WIC will be issuing a monthly cash value benefit to participants via the state's EBT system, for use in purchasing fruits and vegetables in retail grocery stores. This chapter describes the process for becoming an authorized retail vendor for fruits and vegetables.



#### 1 SELECTION CRITERIA

In order to be authorized as a retail vendor for the WIC program, grocery stores must meet the following criteria:

- The store is physically located within Vermont.
- A need exists for a WIC authorized retailer in the area where the store is located to assure participant access to the WIC fruit and vegetable benefit.
- The retailer currently participates in, and is not disqualified from, the Vermont SNAP, 3SquaresVT.
- The retailer utilizes the Vermont DCF EBT system.
- The retailer has no serious SNAP violations.
- The retailer has no serious WIC vendor violations in Vermont or any other state.
- None of the current owners, officers, or managers have been convicted of or have had a civil judgment during the last 6 years for the following:
  - fraud, antitrust violations, embezzlement, theft,
  - forgery, bribery, falsification or destruction of records,
  - making false statements, receiving stolen property,
  - making false claims, or obstruction of justice.
- The retailer has the ability to maintain adequate stock of fresh WIC approved food items. Specifically, the retailer must stock at least the following minimum variety and quantity of fruits and vegetables:
  - Two different type of fresh fruits AND
  - Two different types of fresh vegetables AND
  - Two choices canned or frozen fruits, AND
  - Two choices of canned or frozen vegetables.
- The retailer carries a full line or “market basket” of standard grocery items in addition to the requirements for fruits and vegetables, such as: dairy, dry staples (dry cereal, bread, brown rice, beans) and at least two varieties of fresh, frozen, or canned meat and/or fish. (Smaller “convenience” stores, with limited variety and inventory, may be authorized only if they meet all other criteria and State determines authorization is necessary to ensure participant access.)
- The retailer is open at least 8 hours per day, 6 days per week.

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- The retailer successfully completes on-site inspection requirements.

## **2 REQUIRED MINIMUM INVENTORY**

At the time of authorization and *throughout the term of the agreement* with the State, the retailer must maintain at least the following minimum inventory in order to remain an authorized retail vendor:

- Two different type of fresh fruits AND
- Two different types of fresh vegetables AND
- Two choices canned or frozen fruits, AND
- Two choices of canned or frozen vegetables.
- A full line or “market basket” of standard grocery items in addition to the requirements for fruits and vegetables, such as: dairy, dry staples (dry cereal, bread, brown rice, beans) and at least two varieties of fresh, frozen, canned meat and/or fish. (Smaller “convenience” stores, with limited variety and inventory, may be authorized to stock smaller inventory during term of agreement if State determines authorization is necessary to ensure participant access.)

## **3 AUTHORIZATION PROCESS**

For the initial authorization of retail vendors in 2009, the Vermont WIC program will invite applications from enough grocers to provide adequate access for participants, while allowing the WIC State Central Office (CO) to appropriately monitor and oversee the program. Following the initial authorizations in 2009, the WIC CO expects to announce periodically when new applications will be accepted.

During the initial authorization process in 2009 and thereafter, the application process will be carried out as follows:

### **3.1 Retail Vendor Application**

An owner of a retail grocery store may request an electronic or mailed Retail Vendor Application Package by contacting the Retail Vendor Manager in the WIC State Central Office. (See contact information in Ch. 2.)([hyperlink](#)) The package will contain:

- Retail Vendor Application Forms
  - (1) WIC Vendor Corporate Application, and
  - (2) WIC Vendor Store Application
- Retail Vendor FAQ
- Selection Criteria for VT WIC Retail Vendors
- Retail Vendor Agreement

The owner or business representative must complete the Retail Vendor Application Forms online according to the instructions. One corporate application must be completed by all applicants. In addition, one Store Application must be completed for *each store location* for which applicant seeks authorization. The Corporation and Store Application(s) are to be submitted electronically, and a signed copy of the Corporation Application must be mailed to the Central Office.

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All information provided must be truthful and accurate. The signature on the Corporate Application attests to the truthfulness of information on all application forms. Incomplete or inaccurate applications will not be processed.

The owner or business representative is also responsible for reading, understanding, completing and signing the Vermont WIC Program's Vendor Agreement. Signing the Vendor Agreement assures that the owner or business representative understands the rules and regulations governing the VT WIC Program. The Vendor Agreement must be completed online, and an original signed copy of the first page of the agreement must be mailed to the WIC CO.

The WIC CO will determine whether the application is complete; Vendors who submit incomplete applications will be given an opportunity to correct the application before it is rejected.

### **3.2 Pre-Authorization Inspection**

Upon determination by WIC CO that the application is complete and the applicant satisfies selection criteria, WIC CO will arrange for a Pre-authorization Inspection to be completed by a WIC staff representative. The inspection will consist of an assessment of:

- Handicap accessibility
- Minimum stock requirements
- Minimum variety requirements
- Full service grocery status
- Sanitary and safety conditions, general appearance<sup>1</sup>
- Store staff knowledge of the contents of the VT WIC Program's Vendor Manual.

The WIC staff representative will complete a Pre-Authorization Inspection Checklist. A representative of the applicant retail vendor must sign the Checklist where indicated, and will receive a copy of the completed, signed Checklist. The completed, signed Checklist will be submitted to the WIC CO, and will become part of the Application Form.

### **3.3 Eligibility Determination**

The WIC CO will objectively apply the selection criteria to each vendor applicant. Only applicants meeting all of the selection criteria will be selected as eligible WIC authorized vendors. The determination of eligibility is not subject to appeal.

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<sup>1</sup> This assessment is not a health or safety inspection. (The application form will request health and agriculture department licensing information.) Rather, WIC representatives will assess whether the conditions of the store are such that it is a location where WIC participants would want to do their shopping. The application form will request health and agriculture department licensing information.

# VERMONT WIC VENDOR HANDBOOK

## Chapter 5: WIC Approved Foods

### 1 INTRODUCTION

On October 1, 2009, significant changes to the WIC food packages will be implemented in Vermont. While home delivery still will be the distribution system for most WIC foods, Vermont WIC will welcome retail grocers to our distribution system specifically to provide a variety of fresh, frozen and canned fruits and vegetables.

Because of the dual delivery system for WIC, we show the WIC Approved Foods in two separate sections below: Home Delivery and Retail Delivery.



### 2 FOODS AVAILABLE THROUGH HOME DELIVERY

| Vermont WIC Approved Food List    |   |
|-----------------------------------|---|
| Supplemental Food                 | Approved Products   |
| Milk                              | Pasteurized fluid milk - Whole, Skim, or 1%<br>Lactose reduced milk - Whole, or 1%  |
| Cheese                            | Cabot Sharp/Mild Cheddar – 1 lb. block<br>American – 1 lb. sliced, Any brand<br>Frigo - Part Skim Mozzarella – 1 lb. block  |
| Tofu                              | Soy Boy, Organic, Firm, 16 ounce, refrigerated  |
| Fortified Soy Beverage            | Pacific Natural Foods, Ultra Soy, Plain, 32 oz, shelf stable  |
| Breakfast Cereal<br>(hot or cold) | Whole Grain:<br>Ralston Hot Instant Oatmeal – 12 oz<br>General Mills Whole Grain Total – 16 oz<br>General Mills Cheerios – 18 oz<br>Post Honey Bunches of Oats Vanilla Bunches – 18 oz<br>Kellogg's Frosted Mini Wheats – 16 oz<br>Other:<br>General Mills Rice Chex – 12.8 oz<br>General Mills Kix – 12 oz |
| Whole Grain Bread                 | LaPanciatto Honey Oat, 16 oz loaf, sliced   |
| Brown Rice                        | Uncle Bens – Natural Whole Grain Brown Rice 16 oz   |
| Juice                             | Single strength pasteurized orange juice – Any brand<br>Welch's Juicemaker - shelf stable concentrate, grape and apple  |
| Eggs                              | Large grade A brown or white eggs, Any brand  |
| Natural Peanut Butter             | Nature's Farms Old Fashioned Creamy Peanut Butter 18 oz jar   |
| Canned Beans                      | Furmano - Kidney, Black Beans, Chick Peas, 15.5 oz cans   |
| Tuna                              | Crown Prince Chunk Light Tongol Tuna, 6.125 oz can  |

|                             |   |
|-----------------------------|---|
| Infant Food - Cereal        | Infant Rice - 8 oz box<br>Infant Oatmeal - 8 oz box   |
| Infant Food – Fruits        | TBA - Applesauce, Pears, Peaches, Bananas - 4 oz jars   |
| Infant Food – Vegetables    | TBA - Sweet Potatoes, Butternut Squash, Peas, Carrots – 4 oz jars   |
| Infant Food – Meats         | TBA - 2.5-Ounce Containers:<br>Stage 1: Beef & Beef Broth, Chicken & Chicken Broth, Turkey & Turkey Broth |
| Infant Formula – Milk Based | Similac Advance, Similac Early Shield   |
| Infant Formula – Soy Based  | Isomil Advance  |

### 3 FOODS AVAILABLE THROUGH RETAIL VENDORS

Generally speaking, allowed foods include any organic OR non-organic fresh, canned or frozen fruit or vegetable, EXCEPT potatoes\*, AND EXCEPT fruits or vegetables prepared with added sugars, fats, oils, or salt.

More specifically, **the allowed foods include:**

- Any variety of fresh whole or cut fruit without added sugars.
- Any variety of fresh whole or cut vegetable, except potatoes\*, without added sugars, fats, or oils (Note that *orange yams* and *sweet potatoes* are allowed).
- Any variety of canned fruits (must conform to FDA standard of identity 21 CFR part 145) including applesauce, juice pack or water pack without added sugars, fats, oils, or salt (i.e. sodium).
- Any variety of frozen fruits without added sugars.
- Any variety of canned or frozen vegetables (must conform to FDA standard of identity (21 CFR part 155)) except potatoes\* (*orange yams* and *sweet potatoes* are allowed); without added sugars, fats, or oils. May be regular or lower in sodium.

| Vermont WIC Approved Food List |   |
|--------------------------------|---|
| Supplemental Food              | Approved Products   |
| Fresh Fruits and Vegetables    | Any variety of fresh vegetables and fruits except potatoes* (Note: Sweet potatoes and yams are allowed)<br><br>Bagged salad mixtures, bagged vegetables   |
| Canned Vegetables              | Any brand<br>Any plain vegetable, plain vegetable mixtures (without potatoes)<br>Any size can (metal only)<br>Regular, low sodium   |
| Canned Fruits                  | Any brand packed in water or juice<br>Any plain fruit, plain fruit mixtures (except fruit cocktails)<br>Any container type (metal, plastic, glass)<br>Any size (except single-serving packages) |

|                   |   |
|-------------------|---|
|                   | Applesauce – “No sugar added” or “unsweetened” varieties only   |
| Frozen Vegetables | Any brand<br>Any plain vegetable, plain vegetable mixtures (without potatoes* )<br>Any package type (bag, box)<br>Any size (except single-serving packages)<br>With or without salt |
| Frozen Fruit      | Any brand with no added sugar<br>Any plain fruit, plain fruit mixtures<br>Any package type (bag, box)<br>Any size   |

\* “**Potatoes**” are any potatoes other than sweet potatoes and orange yams.  
Organic products are allowed.

Training materials for retail vendors (such as for cashiers) concerning approved fruits and vegetables are available to retail vendors from the state WIC office at no charge. Order from the VT WIC Vendor website. (*tentatively*: [www.healthvermont.gov/wic](http://www.healthvermont.gov/wic)).

# VERMONT WIC VENDOR HANDBOOK

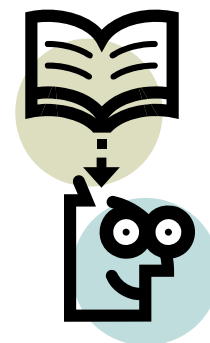
## Chapter 6: Vendor Training

### 1 PURPOSE

Vendor training is vital because it helps ensure that vendors understand their WIC responsibilities, which include:

- maintaining sufficient varieties and quantities of WIC-authorized foods,
- providing supplemental foods to certified participants (or proxies),
- ensuring that participants use their food instruments properly, and
- redeeming food instruments in accordance with WIC policy.

Vendor training also ensures that vendors are aware of vendor rules and procedures, so that if program noncompliance or violations occur, vendors cannot claim they were unaware of program rules and procedures.



### 2 REQUIREMENTS

- The State agency must provide training **annually** to **at least one representative** of each vendor.
- **Prior to or at the time of a vendor's initial authorization**, and **at least once every three years** thereafter, the training must be in an **interactive format** that includes a contemporaneous opportunity for discussion, feedback, and questions and answers, such as a meeting or video teleconferencing.
- For the **annual training requirement**, the State agency must document that it provided training materials (e.g., a newsletter) **to each vendor** (i.e., each chain store location).
- **For the interactive training requirement, the State agency may provide interactive training to a chain store's trainer**, provided the State agency receives documented assurances that at least one representative of each vendor will receive interactive training covering the required content (§ 246.12(i)(2)) during the current year.

| Summary of Requirements |  |   |   |
|-------------------------|--|---|---|
| Type of Training        | When                                       | Who   | What                                    |
| Annual                  | At least once a year                       | At least one rep of each Vendor (location)  | Training Materials                      |
| Interactive             | At initial authorization and every 3 years | At least one rep of each Vendor (location); may be Chain Store training if all locations receive interactive training | Interactive (meeting, video conference) |

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### 3 CONTENT

The annual and triennial training must include:

- instruction on the purpose of the program,
- supplemental foods approved by the State agency,
- minimum varieties and quantities of approved supplemental foods that must be stocked by vendors,
- procedures for transacting and redeeming food instruments,
- vendor sanction system,
- vendor complaint process,
- claims procedures, and
- any changes to program requirements since the last training.



### 4 TRAINING PLAN

The Vermont WIC Program will provide training to all vendors at initial authorization. This training is normally scheduled as soon as possible after an application has been declared complete, and may be done during the on-site pre-authorization visit, or soon thereafter. Pre-authorization training is mandatory, must be face to face and must be completed before a vendor is authorized to participate. This first training is for managers and supervisors so they can train their employees.

Vermont WIC will provide training throughout the year through outreach contacts such as, but not limited to, the Vendor Newsletter, letters, emails, meetings of the WIC Vendor Advisory Board, the Vendor page on the VT WIC website, and updates to the Vendor Handbook.

Following initial authorization, at least one representative of each vendor is required to participate in interactive (face to face) training once every three years. (This may be scheduled to coincide with agreement renewals, which also take place every three years, in general.) Training will be scheduled regionally throughout the state, and vendors will be offered alternative training dates and locations. Interactive training will consist of a review of WIC procedures and updates on new requirements or changes. The WIC program also welcomes feedback and suggestions at these sessions, so that we may continually improve operations, efficiency and service to our WIC participants and to WIC vendors. Failure to attend training will result in disqualification from the Program for twelve (12) months.



The WIC Program may mandate training for a retail vendor with a high rate of errors, recurrent problems with WIC EBT cards, or because of WIC participant complaints. A vendor that fails to attend training mandated by the WIC Program may have its WIC authorization terminated.

### 5 RETAIL VENDOR TRAINING RESOURCES

Vermont WIC offers numerous training materials and opportunities for retail vendors upon request and at no cost. These materials are developed to help you train your cashiers and other personnel. They also serve as convenient refreshers and can answer questions or help with problems that you may not have encountered before.

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All of the material listed below can be ordered by completing the online order form.  
[tentatively: [www.healthvermont.gov/wic](http://www.healthvermont.gov/wic)]

- **Online/ DVD Training for cashiers.** The WIC Program offers self-directed, Internet-based cashier training for current WIC retail vendors. This training is not required but all vendors are encouraged to take advantage of it, especially for orientation of new staff. The online training materials can be accessed at [tentatively: [www.healthvermont.gov/wic](http://www.healthvermont.gov/wic)]. Copies of the training DVD can be ordered from the WIC state office [tentatively: [www.healthvermont.gov/wic](http://www.healthvermont.gov/wic)]. Vendors with their own corporate training programs are welcome to use any or the entire WIC training materials.
- **Cashier Guide to WIC.** This laminated brochure provides instructions on completing WIC EBT transactions, describes the approved fruits and vegetables, lists cashier responsibilities and provides other helpful tips to facilitate a smooth WIC transaction.
- **“Vermont WIC Fruit and Veggie Card Accepted Here”** window signs and door decals. These will help participants identify you as an authorized WIC retail vendor.
- **PowerPoint presentations.** Store trainers may find these useful in developing their own training programs for WIC. Topics include:
  - What is WIC and Who Is Eligible?
  - What fruits and vegetables are allowed?
  - Using the WIC Cash Value EBT System
- **WIC Grocer Newsletter.** This periodic newsletter will keep WIC authorized store management up-to-date on program requirements, changes and new training materials that are available.



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# Vermont WIC Vendor Handbook

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## 1 GENERAL DESCRIPTION

Home delivery is one of three general methods that may be used by State or Local agencies to provide supplemental foods to WIC participants. Home delivery systems provide supplemental foods delivered directly to participants' homes by a contracted vendor.



## 2 CONTRACTS

Contracts are established with home delivery vendors through a competitive bidding process conducted by the State of Vermont, Purchasing and Contract Administration Division, Department of Buildings and General Services. Vendors bid on contracts to serve specified areas of the state, called routes.

### 2.1 Cancellation

Contracts may be canceled without cause by either party with 120 days written notice to the other. Failure to provide written 120 day notice to the Vermont Purchasing & Contract Administration Divisions could result in penalties of up to 50% of any monies due the vendor. Cancellation for cause will be governed by cancellation clause in the Purchasing and Contract Administration terms and Conditions.

### 2.2 Renewal

Neither the State nor the Vendor has an obligation to renew the vendor agreement.

### 2.3 Change of Ownership/ Assignment

- A. The contract shall not be assigned in whole or in part without the written permission of the Purchasing & Contract Administration of Division Director of the State of Vermont. The vendor shall notify the State in writing when the vendor ceases operations, or ownership changes. Such notification shall be ninety days prior to cessation or change of ownership.
- B. The outgoing vendor will assure smooth transition by providing the incoming vendor with the information necessary to continue deliveries in a way that least disrupts the participant. Failure to do so may result in monetary penalties from the last invoice the vendor submits.

See Chapter 3 ([hyperlink](#)) for details on the contract process.

### 2.4 Fraud and Abuse:

- A. A vendor who commits fraud or abuse of the program is liable to prosecution under applicable Federal and State laws. Vendors who are disqualified for WIC Program abuse may also be disqualified for the Food Stamp Program (FSP). Disqualification from WIC may result in a disqualification in the FSP that is not subject to administration or judicial review in the FSP. Disqualification from FSP will result in disqualification from the WIC Program or, under certain circumstances, assessment of a civil money penalty in lieu of disqualification.
- B. The State agency may disqualify a WIC home delivery vendor for reasons of program abuse. The vendor has the right to appeal a State agency decision pertaining to denial of application to participate or to vendor disqualification.

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### 3 HOME DELIVERY POLICY OVERVIEW

The home delivery vendor is responsible for purchasing and stocking adequate quantities of all WIC foods indicated for delivery. Home delivery vendors must make every effort to provide 100% home delivery in their contracted delivery area. Deliveries may be made only when a food order is presented on a valid VT Department of Health proof of delivery (POD) form or valid screen print. All food authorized on POD forms must be delivered within the specified delivery month. Food must be delivered only in amounts and types specified on POD forms.

Delivery shall be made twice a month, except Infant only food packages, as specified below. Products are delivered in accordance with storage and transportation standards specified in the vendor contract. Vendor must coordinate with DO to provide optimal customer service to all WIC families. Vendor will deliver flyers and/or materials to participants related to the program changes, updates or other general information.

### 4 REQUIREMENTS FOR HOME DELIVERY VENDORS

The home delivery vendor works in partnership with the WIC Program to deliver specified foods to authorized WIC participants under prescribed terms and conditions. The vendor agrees to abide the provisions of the WIC Vendor Handbook, including any subsequent changes incorporated into the Handbook during the contract period.

#### 4.1 Product and Price

The State reserves the right to specify product types, sizes, and /or specific brand names of products the vendors must carry. The State may mandate purchases from specified wholesale distributors. Vendors will receive a 60-day notice of any change of implementation of this provision.

##### 4.1.1 *Infant Formula*

The Vermont WIC Program purchases infant formula for home delivery to authorized participants. Vendor must stock and distribute State owned infant formula. Vendor will receive \$ .10 for each can of concentrated infant formula delivered, and \$.35 for each can of powdered infant formula delivered. Vendors are required to submit a completed monthly formula inventory form with their monthly invoice in order to be paid.

##### 4.1.2 *Individually Set Product Prices for WIC Foods*

The specific price setting methods are in place for the following WIC Approved foods and are outlined below.

1. Milk prices paid by WIC for all milk, except lactose reduced; include the base estimated producer price plus any premiums paid directly to farmers by the supplier, plus delivery fees. Documentation must be submitted annually during the month of January, and at any time that there is a premium change, verifying cost to vendor of all premiums. WIC will not pay more than the milk price charged to retail customers. Lactose reduced milk will be reimbursed at cost plus delivery charge.
2. The base milk price for this contract will be at a set differential from the Base Monthly Price (See chart in [Appendix A](#)). The “Producer Price” will be the combined Class I Price and Processor Assessment, established monthly by the Vermont Department of Agriculture for Zone 21 with the exception of Monument Farms Dairy in Middlebury, Vermont. Monument Farms milk pricing will be the Zone 21 Class I price. The chart changes in \$.005 per quart increments for every \$.22 change in “Producer Price.”

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3. Eggs: Vendor will purchase eggs and be reimbursed at \$.20 over the monthly average of the USDA Egg Boston Market price as published by Vermont Department of Buildings and General Services for large white eggs, plus delivery change. Vendor must provide and deliver large Grade A eggs. All eggs must comply with the provisions of the Vermont Fresh Egg Law - Title 6, Chapter 27, of Vermont Statutes Annotated. Eggs should be packaged 12 eggs per carton.



4. Whole Grain Bread: Price set by WIC and communicated to vendor via monthly base price letter. Vendor must carry WIC approved whole grain bread. Whole grain bread must conform to FDA standard of identity. Whole wheat must be the primary ingredient by weight and must meet labeling requirements for making a health claim as a "whole grain food with moderate fat content"; contain a minimum of 51% whole grains (using dietary fiber as the indicator); meet the regulatory definitions for "low saturated fat" (< 1 g saturated fat per RACC) and "low cholesterol" (< 20 mg cholesterol per RACC); bear quantitative trans fat labeling; and contain < 6.5 g total fat per RACC and < 0.5 g trans fat per RACC. WIC approved whole grain bread: La Panciatta, Honey Oat, 16 ounce loaf.

#### **4.1.3 Prices set by WIC wholesale food contract**

Vendor will be reimbursed at the contract price or the actual price paid if less, plus delivery charge. A monthly statement will be sent out to all vendors to provide the maximum allowable billing charge per unit. Vendor may purchase items for delivery from any supplier but will not be reimbursed above the contract price.

Vendors paying more than one price for an item during any month must bill based upon the different prices and number of items at each price. Averaging of monthly cost is not acceptable. If purchased locally for less than set price must charge cost plus delivery charge.

Orange, apple and grape juice may be purchased under the wholesale food contract. Vendor will be reimbursed at the contract price or the actual price paid if less, plus delivery charge.

## **4.2 Storage**

### **4.2.1 Formula**

Formula must be stored between 32 and 95 degrees. Ideal temperature for formula storage is between 55 degrees and 75 degrees. Vendors must maintain their storage areas and trucks at these recommended levels, and no less than 32 degrees at all times. Formula must be stored on pallets in a clean and dry location.

### **4.2.2 Frozen Formula**

Formula that has been frozen should NOT be used. Abbott Laboratories, the current formula contractor recommends replacing any infant formula that has been frozen. If a participant reports frozen formula, it must be replaced either by the District Office or the vendor as soon as possible. The formula must be labeled "BEEN FROZEN" and a total count called into WIC CO. Questions about formula integrity or acceptability should be directed to WIC CO for clarification.

### **4.2.3 Other Foods**

The table below displays the standards that are to be met for storage of other food types.

### Food Storage Standards for Home Delivery Vendors

| Product  | Storage Temperature                    | Transportation Temperature             | Conditions  |
|--|--|--|---|
| Milk   | 35° - 40° F                            | 35° - 45° F                            | Product should not be held above 40° F for more than two hours.   |
| Cheese   | 35° - 40° F                            | 35° - 45° F                            | Product should not be held above 40° F for more than two hours.   |
| Eggs   | 35° - 40° F                            | 35° - 40° F                            | Product should not be held above 40° F for more than two hours.   |
| Adult and Infant Cereal                            | ---                                    | ---                                    | Must be stored in a dry place so boxes cannot get wet and on pallets or shelves to prevent exposure to insects and rodents.   |
| Infant Formula                                     | 35° - 65° F                            | 35° - 65° F                            | Arrange stock to assure oldest is used first. Cases must be moved about and turned over every two months. Formula must never be frozen or exposed to high temperatures.   |
| Juice – cans,<br>Shelf stable                      | Avoid exposure to extreme temperatures | Avoid exposure to extreme temperatures | Product should be stored in a cool place. Stock should be rotated.  |
| Juice – cartons<br><br>Pasteurized Single Strength | 35° - 45° F                            | 35° - 45° F                            | Product should be stored in a dark place, or protected from the light.  |
| Bread  | 35° - 40° F                            | 35° - 65° F                            | Product should be held between 35° - 40° F<br><br>Cool dry storage is best with temperatures 65 or below ideal. Refrigeration prolongs the shelf life of the bread in regards to mold growth. Must be stored in a dry place so boxes cannot get wet and on pallets or shelves to prevent exposure to insects and rodents. |
| Brown Rice   | ---                                    | ---                                    | Must be stored in a dry place so boxes cannot get wet and on pallets or shelves to prevent exposure to insects and rodents.   |
| Soy Beverage                                       | 35° - 65° F                            | 35° - 65° F                            | Arrange stock to assure oldest is used first. Cases must be moved about and turned over every two months. Soy Beverage must never be frozen.  |

|               |   |   |  |
|---------------|---|---|--|
| Tofu          | 35° - 65° F                               | 35° - 65° F   | Arrange stock to assure oldest stock is used first. Cases must be moved about and turned over every two months. Tofu must never be frozen. |
| Canned Beans  | 40° - 65° F<br>Cool, dry storage at 65° F | 40° - 65° F<br>Avoid exposure to extreme temperatures | Product should be stored in a cool place. Stock should be rotated. Arrange stock to assure oldest stock is used first.                     |
| Canned Tuna   | Avoid exposure to extreme temperatures    | Avoid exposure to extreme temperatures                | Product should be stored in a cool place. Stock should be rotated. Arrange stock to assure oldest stock is used first.                     |
| Peanut Butter | Avoid exposure to extreme temperatures    | Avoid exposure to extreme temperature                 | Product should be stored in a cool place. Stock should be rotated. Arrange stock to assure oldest stock is used first                      |
| Infant Foods  | Avoid exposure to extreme temperatures    | Avoid exposure to extreme temperature                 | Product should be stored in a cool place. Stock should be rotated. Arrange stock to assure oldest stock is used first                      |

## 5 EXPECTATIONS AND GUIDELINES FOR HOME DELIVERY

### 5.1 Customer Service

Optimal customer service and client satisfaction are important to the WIC Program mission. Vendors (and their employees) shall treat all WIC customers equally, with courtesy and respect.

### 5.2 Civil Rights

Vendor must comply with the non-discrimination provisions of U.S. Department of Agriculture regulations (7 CFR Parts 15, 15a and 15b); never discriminate against authorized WIC participants on the basis of race, color, national origin, age, sex or disability.

The Vermont Department of Health WIC Program provides WIC benefits without regard to race, color, national origin, age, sex or disability. This means that on the basis of race, color, national origin, sex, age and disability, no individual will be:

- Denied service or other benefits provided under the program.
- Provided any service or benefits in a different manner from that provided to others under the program.
- Subjected to segregation or separate treatment in any matter related to receipt of services under the program.

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- Restricted in the enjoyment of any advantage or privileges enjoyed by others receiving services under the program.
  - Treated differently from others in the determination of enrollment, admission or eligibility for any services or other benefits under the program.

### **5.3 Confidentiality**

Vendors must comply with the federal law that requires that the identity of WIC participants be kept confidential and used only for the purposes of providing home delivery of the WIC food package.

Vendors must sign an Affirmation of Understanding of Need to Protect Confidentiality following training provided by WIC Central Office. Employees of the vendor must be trained on AHS Rule 96-1 and 7CFR 246.26(d) and must sign the employee Affirmation of Understanding of need to Protect Confidentiality.

**Chapter 11 (hyperlink) of the Vendor Handbook provides more details on Civil Rights and Confidentiality requirements and standards, including training requirements for vendors and their employees.**

### **5.4 Delivery**

#### **5.4.1 Home Delivery Overview**

1. The Vendor is responsible for purchasing and maintaining adequate quantities of all WIC foods. If there are product shortages beyond the vendor's control, vendor must contact WIC Central office for prior approval (authorization) to purchase items outside the contract specifications.
2. Deliveries shall be made at least twice a month, on alternating weeks for two (2) deliveries per month, with the exception of the infant food package which may be delivered once a month.
3. Deliveries may be made only when order is presented on valid Vermont Department of Health - Proof of Food Delivery (POD) form or valid screen print.
4. All food specified on POD forms must be delivered within the specified 30-day period unless otherwise authorized by Central Office.
5. Foods delivered must be in the amounts and types specified on the POD form. Substitutions are prohibited.
6. Products are to be delivered in accordance with the "Storage and Transportation Standards" as specified in the table found in this chapter at [Section 4.2.3](#), and Attachment II to the vendor contract. Vehicles used for transportation of pasteurized milk and milk products shall be constructed and operated so that milk and milk products are maintained at 40 degrees F or less and are protected from sun, freezing and contamination. (Source: "Vermont Department of Agriculture Bulletin No. 54 - Regulations Relating to Milk and Cream.")
7. Vendors will deliver flyers and/or materials to participants related to program changes, updates or other general information. WIC Central Office must pre-approve any materials or notices vendors wish to deliver to participants.

#### **5.4.2 Home Delivery Standards**

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Home delivery vendors must make every effort to provide **100% home delivery** for all participants in their delivery area. Home delivery is defined as the delivery of WIC foods directly to the participant's door. If residence is an apartment building, the vendor should deliver to the individual participant's door to ensure receipt of food package. This includes delivering upstairs at the request of the participant or district office. Participant requests to deliver food to a specific location should be honored (i.e., garage, porch, etc.). Vendors are never required to enter a participant's home.

Home delivery vendors must home deliver **two times a month**, except to households that receive only an infant food package (infant formula, infant cereal, infant foods). Infant food packages must be delivered in the first *delivery week* of the month. Additional deliveries can be negotiated depending on the amount of perishable food authorized and the flexibility of the vendor's delivery schedule.

Exceptions to 100% home delivery must be negotiated in advance with the appropriate DO as follows:

1. Vendor provides the first home delivery and determines it is a location which is unsafe for home delivery.
2. Vendor immediately contacts the DO liaison and requests that the participant locate an alternate delivery location.
3. The DO liaison contacts the participant and negotiates a new delivery location and then contacts the vendor with updated address/location. Liaison generates a Vendor Notice documenting the agreement and sends to vendor.
4. If the participant has no other possible delivery location, the DO liaison and vendor must determine a plan to provide safe delivery. This may include a separate trip to the delivery location to assess the physical constraints. If the vendor challenges the liaison's decision, the case must go to the District Director for resolution. WIC CO may be consulted to assist in the resolution. The vendor must provide home delivery until the situation is resolved.

If a vendor requests not to deliver to a participant home at all, and this proves a hardship to the client, home delivery should be provided by the vendor. **Delivery schedules are be negotiated by DO Staff on behalf of the client.**

District offices have systems for prompt review of requests from vendors for exceptions, including designating a contact person for the vendor. If a vendor challenges the DO's initial decision, the situation must go to the District Director for resolution. WIC Central Office may be consulted to help resolve the situation. The Vendor must provide home delivery 2 times a month until the situation is resolved.

If the vendor describes road conditions which present an unsafe situation, DO must verify that information with the participant, or travel the road themselves. DO staff may request to travel the road in the vendor's vehicle.

No exceptions will be made based on distance to a participant's home.

#### **5.4.3 Missing Foods**

**Participants are expected to call the vendor before the next scheduled delivery to report** missing, damaged, or incorrect foods. The vendor may not set a strict hour deadline for those calls, but should take the opportunity to educate the client about calling within a couple days so that they can "pre" order the foods to ensure freshness and can make them up the next delivery day.

The Home Delivery Vendor will understand that it can be very difficult for a WIC participant to call immediately to report missing, damaged or incorrect foods. For example:

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- Participants may not have phones, or consistent phone coverage.
  - Many working families may not get home until 6 pm and may leave before 7 am.

#### **5.4.4 Route Coverage and Vendor to Vendor Agreements**

The Purchasing and Contract Administration Division of Buildings and General Services and the Department of Health WIC Program define home delivery route boundaries. The expectation is that vendors will home deliver to all participants residing within their contracted route unless otherwise stated in writing in the bid for contract.

Agreements may be made between individual home delivery vendors regarding route coverage for participants when it is in the best interest of all parties. Vendor to vendor agreements are only in effect as long as the same vendors agree to continue the arrangement. Once a route is awarded to another vendor, the agreement must be renegotiated.

Home delivery vendors must inform their respective District Office(s) and WIC Central Office when agreements are made between vendors so that everyone is clear who is delivering where.

### **5.5 Adverse Delivery Conditions**

#### **5.5.1 Delivering Foods Safely**

Products are to be delivered in accordance with the "Storage and Transportation Standards" as specified in Attachment II of the Vendor Contract and found in this chapter at [Section 4.2.3](#). Vehicles used for transportation of pasteurized milk and milk products shall be constructed and operated so that milk and milk products are maintained at 40 degrees F or less and are protected from sun, freezing and contamination. (Source: "Vermont Department of Agriculture Bulletin No. 54 - Regulations Relating to Milk and Cream.")

WIC families are encouraged to use coolers to protect WIC foods from spoiling and from exposure to extreme temperatures. See Chapter 15 for sample participant notice.

**Weather conditions** may mean that some **roads** are temporarily treacherous to travel.

- In the event of unsafe weather conditions, the vendor must notify the District Office and call participants scheduled to receive foods (where phone numbers are available) when delivery is impossible or unfeasible due to weather conditions.
- After weather event, the vendor must arrange to get the foods to the families as soon as possible. Deliveries should be completed BEFORE the next scheduled delivery - this can include weekend deliveries as needed. In severe circumstances, local radio spots can be used by WIC Central Office & local DO staff to get notice to participants.

**Seasonal drop-offs** may be approved at the discretion of the district office.

**Other conditions** that may merit DO approval of drop off status include:

- Low bridge or posted low weight bridge with no reasonable way around.
- A road which is not town maintained.
- A narrow, long road or steep driveway.
- Road conditions due to weather, such as floods (washed out roads/bridges, mud, snow banks, ice).

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## 5.6 Theft

The participant must notify the district office within 5 working days after the theft of food, and return a completed Missing Food Report within 10 working days after the theft. (See Chapter 15 for copy of Missing Food Report, VDH-115.)

Staff will verify loss of WIC food and reason(s) for the loss from data on Theft Report, fill out and electronically file a Participant Information Form (VDH 102e) and authorize the vendor to replace foods equal to the participant's last delivery. (A sample of this form is included in Chapter 15.)

An on-line POD for the food replacement will be prepared. A screen print with the notation "food replacement due to loss" will be filed in the family folder.

Food may be replaced only twice at the same location. If a family reports a third theft at the same address, the family and vendor must make alternate delivery arrangements so that foods are secure.

## 5.7 Purchase and stock adequate quantities of all WIC foods

It is the Vendor's responsibility to **purchase and stock adequate quantities of all WIC foods in order to fulfill the delivery schedule requirements**. If there are product shortages due to wholesale or manufacturer issues, vendor must contact Central Office for prior approval (authorization) to purchase approved items outside of contract specifications.

- If products cannot be **made up before the beginning of the next month**, vendor must contact Central Office for authorization to deliver foods the first week of the new/following month.

### 5.7.1 *Infant formula stock and delivery when supply is inadequate*

Infant formula is the only WIC home delivered item that is ordered and paid for by the State. The vendor is responsible for placing a monthly order with CO which is sufficient to cover all eligible participants. Formula orders must be placed at least 7 days before the first of the month. It is the vendor's responsibility to order and stock sufficient quantities of formula to assure this benefit is delivered consistently.

The District Office must be notified when home delivery vendor does not have adequate inventory to fulfill delivery expectations. At a minimum, at least one half of the authorized monthly total must be delivered to each participant due formula in the first delivery week, and the remainder distributed at the next scheduled delivery week.

## 5.8 Office Management

Vendor shall provide a telephone number, either a toll-free number or number in the local calling area for all participants served so that participants have a no cost method of contacting the vendor during business hours. The telephone number may not be more than 10 digits in total in order to be printed on the POD.

Vendor shall provide a regular schedule of business hours Monday through Friday, when vendor or vendor's employee is available to handle questions and delivery issues by telephone for WIC staff and participants.

- Vendors who provide services to more than 800 participants in any combination of routes must make available staffed phone service Monday through Friday 8:00 am to 4:30 pm.

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- Vendors who serve fewer than 800 participants must provide a regular schedule of hours Monday through Friday when staffed phone service is available. This schedule will be communicated to participants and district office staff.
  - When an answering machine is used by vendors who serve fewer than 800 participants each month, calls must be returned to WIC staff by 4:00 pm the next business day. Vendors must return participant calls by end of the next business day. Telephone answering machine messages must identify the vendor and the WIC program.
  - Alternate methods of communication with District Office staff may be agreed upon, such as fax or e-mail.

## **6 PROOF OF DELIVERY FORMS (POD)**

### **6.1 Policy**

All Vermont WIC food orders are presented for home delivery using the WIC Proof of Delivery form (POD). Participants receiving food must verify receipt of all food items each month in which products are provided. Vendors must submit all PODs for payment and reconciliation.

### **6.2 Purpose of the POD Form**

- To authorize vendors to deliver to WIC participants specific quantities of each food for a full or partial month.
- To document food received by each family on a monthly basis. Federal regulations require the signature of the adult participant or parent each month in order to continue to receive foods.

### **6.3 Description of the POD Form**

The Proof of Delivery form allows the WIC Program to track each food delivery made to participants. The form lists all of the foods that are authorized for the WIC participant(s) each month. The POD provides all the information needed by the vendor for Home delivery of WIC foods to the participants. A sample of this form is included in Chapter 15.

The POD form is 3 hole punched and printed on NCR paper (one page yellow and one page white). Either color may be given to the participant, the other copy stays in the route book. In addition, blue "office" copies of the POD are generated to be kept in the Vendor's office for reference.

- **Name Change Message:** The name/change message will appear on the POD above the Food Delivered column when a participant moves within the same Vendor's delivery area, or changes their last name. The DO will still email a Vendor Notice on these changes, as the DO can overwrite this message to the Vendor if they do another change in that participant's computer file before the physical POD is printed.
- **Recertified Message:** The RECERTIFIED message will appear on the POD above the Food Delivered Column when any or all of the participants named on the POD come into clinic and recertify. Any POD with the RECERTIFIED message is to be fully delivered, even if the family's food has been stopped for non-return of POD. If there is a POD which is being held for lack of signature, it may not be delivered on unless a signature is obtained. Just the RECERTIFIED POD should be delivered.

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- **New POD:** An **N** before the POD form number means the POD is for a new participant to a Vendor. The Vendor does not have any PODS for this family is and not currently delivering to them. Vendor must deliver a **N** POD.
  - **Add POD:** An **A** before the POD form number means the POD is an addition to an existing POD. This means the Vendor is already making deliveries to the individual. An Add POD must be delivered during the same month it is authorized for. If an individual's food has been stopped for non-return of POD, a vendor must deliver food on the ADD POD only. **Add** PODs also require participant signature at the end of the month.
  - **Replacement POD:** An **R** before the POD form number means the POD is a REPLACEMENT of a POD which the vendor already has. A Vendor Notice should accompany a REPLACEMENT POD which lists the original POD form number which was Voided and the new REPLACEMENT POD number. A REPLACEMENT POD cannot be delivered if the individual is on the DNL without first receiving a signed POD or note from the individual.
  - **Blank PODS:** A BLANK POD is a POD with no foods listed on it.

BLANK PODS are generated for:

- Individuals who only receive special formula which they pick up at the DO.
- For families with 5 or more participants, the computer will automatically generate 2 PODS for the family each month. All foods will be on the first POD, with the first 4 individuals listed, and the 2<sup>nd</sup> POD will be BLANK with the 5<sup>th</sup> individual listed on it.

## 6.4 POD Production and Shipping

### 6.4.1 Automatic Batch Computer-Generated POD

POD's for the total quantities of WIC food authorized for each family are automatically printed once a month at Department of Information & Innovation (DII) using information on file for each family member. Forms are printed around the 24<sup>th</sup> of the month for the following delivery month.

The dates for each monthly run are indicated on the POD calendar (See Chapter 15). PODs are delivered to WIC CO where they are sorted and shipped to the individual vendor.

POD shipments are received at Central Office and are packed and shipped to each vendor the same day. The vendor chooses shipping method, options include: vendor pick-up, VT Transit bus, Fed Ex, or US mail.

FTP record transfer is available on request to load PODs electronically into computer system for tracking and monitoring.

### 6.4.2 On-line Computer-Generated POD

On-line PODS are generated at the District Office level and printed at DII on Monday and Thursday evenings. Forms are delivered to WIC CO where they are sorted and mailed (USPS) to vendors on Tuesdays and Fridays.

On-line PODS are generated to:

- Authorize delivery of a partial month food order for the current month. Forms may be generated for new participants, for participants who move to a new Vendor, have food package changes, or to authorize delivery of food for the next month after the monthly PODs are printed.

- Authorize delivery of food for the next month when the food order is written after the deadline indicated on the POD calendar.
- Authorize replacement of lost or stolen foods.

#### 6.4.3 Report 1

Both POD runs contain the POD forms and a printed report. (Report 1 - Food Verification Totals by Distributor/Family. See example in Chapter 15.)

Report 1 contains the family ID#, head of household, form #, and number of family members. At the end of each Report 1 is the total number of forms generated on that run, along with the total number of participants and families. At the bottom of each food product column are the total amounts authorized for that run. The Report 1 is useful to the vendor as it provides a checklist when accounting for all PODs. The product totals from all Report 1's in a month should be used to calculate the monthly invoice. (A sample of this report is included in Chapter 15.)

#### 6.4.4 Screen Prints

Participants are to receive foods within 10 days of enrolling on WIC. A screen print of the POD can be generated to start food delivery for participants in order to meet the 10 day timeframe. District Offices print a *screen print* and then email them to the vendor. The vendor treats the screen print as an official food order and delivers according to the screen print until receipt of the POD.

Vendors must set up a tracking system to ensure that they receive the POD which replaces the screen print from the District Office.

Screen prints may be used for payment to the Vendor when a POD was not generated by a DO in error or when PODs get lost in the mail. Payment for screen prints must be authorized by WIC CO.

Use the following **Cereal Legend** when delivering from screen prints.

|           |   |
|-----------|---|
| Cereal 1: | Cheerios                                |
| Cereal 2: | Rice Chex                               |
| Cereal 3: | Honey Bunches of Oats – Vanilla Bunches |
| Cereal 4: | TOTAL Whole Grain                       |
| Cereal 5: | Kix                                     |
| Cereal 6: | Infant Oat                              |
| Cereal 7: | Oatmeal (hot)                           |
| Cereal 8: | Mini Wheat                              |
| Cereal 9: | Infant Rice                             |

### 6.5 Breakdown of Foods on the POD

Food items for delivery are divided between 2 deliveries each month. The following is the computer generated breakdown of foods on the POD.

| 1 <sup>st</sup> Delivery: | 2 <sup>nd</sup> Delivery: |
|---------------------------|---------------------------|
| Milk                      | Milk                      |
| Juice                     | Juice                     |
| Lactaid/Soy Beverage      | Lactaid/Soy Beverage      |
| American Cheese           | Mild Cheese               |
| Sharp Cheese              | Lowfat Cheese             |

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|               |                   |
|---------------|-------------------|
| Tofu          | Beans             |
| Eggs          | Tuna              |
| Peanut Butter | Bread             |
| Bread         | Rice              |
| Cheerios      | Kix               |
| Rice Chex     | Mini Wheats       |
| Oatmeal       | Total Whole Grain |
| Honey Bunches | Baby Food         |
| Infant Cereal |                   |
| Formula       |                   |
| Baby Food     |                   |

## 6.6 Preparing the POD Form for Home Delivery

The vendor may date each weekly delivery column above the column heading to indicate when the participant can expect their delivery. Any change in the regular delivery day/schedule should be reflected in the column headings before distributing the POD to the client, e.g., due to holiday or vendor vacation.

The "Totals" column must never be altered. Any change in assigned quantities will void the POD and make it ineligible for payment.

If change is made in the breakdown of weekly deliveries, the total foods delivered **MUST** equal the amount of foods authorized in the Totals column.

## 6.7 Delivery Verification

The following steps are to be followed to verify WIC food delivery:

1. Vendor delivers food specified for the first delivery week and leaves the participant copy of the POD with foods.
2. At the first delivery week of the following month, the vendor drops off the new month's POD and picks up a signed copy of the last month's POD. If no signed copy is left by the client, the vendor must leave a notice stating that food delivery will end until vendor receives a signature verifying previous month's food deliveries,
  - VDH-119c reminder yellow notices must be left with the first delivery of the following month if the vendor has not received the POD. (A sample of this form is included in Chapter 15.)
  - VDH-118c reminder green notices may be left with the last delivery of the month. This notice requests that the signed POD be left out at the next delivery. (A sample of this form is included in Chapter 15.)
3. For participants who did not return a signed POD, the vendor suspends food deliveries until a signature is received. Participants may mail or fax a signed POD, a signed VDH-119C reminder notice with the delivery month indicated, or a signed note including the delivery month and information about whether all foods were received. (A sample of this form is included in Chapter 15.)
4. The vendor will **NOT** receive payment for foods delivered after the 1st week without client-signed verification of the previous month's deliveries.

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5. If a participant returns a late signed verification, the vendor may resume deliveries effective the date verification is received. The vendor must notify the DO that a signature was received. The vendor is never authorized to make up food without approval from the DO. Make up foods may be authorized by a district office on a case-by-case basis but must be in the form of a Vendor Notice.

## **6.8 Preparing and Submitting PODs For Payment**

Vendors should follow these steps to submit monthly bill for food deliveries.

1. At the end of the second delivery week, gather ALL returned PODs from the previous month.
2. Check the PODs against Report 1s from the previous month or use a POD tracking sheet.
3. WIC CO MUST receives a copy of EVERY POD generated that month –including any that may have been voided for payment. If a participant did not return a signed POD, submit an office copy of that POD. If a participant returned a signed yellow notice or note, attach it to an office copy of the relevant POD.
4. Separate all PODs in numerical order based on the following categories:
  - Client-signed copies with all foods delivered.
  - Unsigned copies with participant signature attached (yellow notice or note) with all food delivered.
  - Participant-signed copies (or POD with attached note) with undelivered foods. Be sure to clearly indicate which foods are undelivered in the "Foods not Received" column.
  - Participant-signed copies (or POD with attached note) where delivered or undelivered foods are disputed. Include a brief explanation on the form indicating what was actually delivered and why you are disputing what the client listed.
  - Unsigned copies where ALL participants' end dates match the current delivery month or with District Office cancellation notice attached.
  - Voided PODs - No deliveries at all made on these forms.
  - Unsigned copies from your Dairy Notification List (DNL). These are called "Flagged PODs." Be sure to include a copy of your DNL with these PODs.
5. After sorting your PODs as described above, package them together and send them to WIC Central Office during the third week of the month. Signed PODs or equivalents received after the initial submission must be submitted to CO to ensure credit for future deliveries.

## **7 DAIRY NOTIFICATION LIST (DNL)**

### **7.1 Purpose of DNL**

The DNL is used to report to the DO any WIC households whose deliveries have been stopped because they have not provided a signed POD or equivalent to the vendor. (A sample of this form is included in Chapter 15.)

### **7.2 Completing the DNL**

Vendors must submit a separate DNL at the end of the 2<sup>nd</sup> week for each route to the appropriate district office. A paper or email copy must also be sent to WIC CO with the

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vendor's PODs. Vendors must complete the DNL even if all POD forms were returned by participants.

### **7.3 Procedure if POD is received AFTER DNL is sent to DO**

1. Vendor must call or email the DO with names of participants who have returned PODs after the vendor has submitted the DNL to the DO. DO notes the date the POD was received, and initials in the column provided. DO also notes if they authorized missing foods to be made up and generates a Vendor Notice to communicate this to vendor.
2. If a participant returns a signed POD or equivalent during the same month, the vendor may resume deliveries as of the date the POD was received. If the POD is received on the same day that the delivery would have been made, the vendor may make up that delivery. If the signed POD was received with a backdated postal date, the vendor may make up deliveries to that date. The vendor may not make up deliveries for any other reason than the above without DO permission.
3. The signed returned POD must be for the correct month. Unsigned returned PODS are not acceptable, nor are PODS with the monthly date crossed out and a new month written in. Vendor must re-contact participant and request corrected paperwork. Vendor may not deliver until corrected paperwork is received.

## **8 MAKING UP FOODS MISSED DUE TO NON-RETURN OF POD**

**Policy:** Participants that have not turned in a signed POD for the previous month, acknowledging receipt of foods, may not receive their second food delivery of the month. The vendor must receive a *vendor notice* from the District Office to make up any foods due to non return of POD.

## **9 WIC PAYMENT OVERVIEW**

The vendor must submit an invoice for the billing month within 30 days of last delivery date for that month. Vendor must supply a participant-signed POD or a vendor copy verifying food delivery, in order to receive payment. The following steps are to be followed:

1. PODs submitted for payment are data entered to adjust and verify delivery of authorized quantities. Monthly reports are generated to reconcile authorized quantities.
2. Once all deliveries for the month have been made, the vendor submits an invoice for the billing month with required (infant formula inventory documentation, cost documentation if indicated).
3. The invoice is processed for payment after corrections for math, quantity or price.
4. Vendors review and respond to reports generated from data entry of POD forms submitted for payment. Reports are compared to the original invoice and adjustments are made if the initial payment was incorrect. The Vendor Invoice Adjustment (VIA) Report is used to reconcile the adjustment amount for the adjustment month in the billing month. (A sample of this form is included in Chapter 15.)

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## 10 BILLING PROCEDURES

### 10.1 Mid-Month Reports

The Adjustment Month mid-month reports are generated at DII on the 15<sup>th</sup> of each month and mailed to Vendors on the following business day. Use these reports to check the state's records with your own delivery records. These reports indicate the credit received for PODs that were submitted by the vendor to WIC Central Office and that have been entered into the computer.

The Vendor must verify that information on each report is correct and then submit a **WIC Vendor Response to Reports Cover Sheet** to WIC CO within 5 days of receipt of the reports. (A sample of this form is included in Chapter 15.) A copy of any POD – clearly marked with what is incorrect and how it should be credited - listed on the Response to Reports Cover Sheet must be submitted with the Cover Sheet. These can be faxed to WIC CO to expedite submittal.

It is the vendor's responsibility to review and respond to Mid-Month Reports. Correct reports do not require a response. Failure to respond within 5 days will delay payment. Failure to submit any response at all will result in the assignment of high risk vendor points.

Vendors receive the following Mid-Month Reports:

- **Vendor Invoice Adjustment (VIA) Form** – a spreadsheet which summarizes the Adjustment Month. It includes the total products vendor billed WIC for, the computer total of all foods authorized, the total products with documentation of actual delivery and any differences between documented deliveries and what was invoiced. Following is a breakdown of the VIA form by Column:
  - Column A: VI QNTY (Vendor Invoice Quantity)** is the quantity of each product as invoiced/paid to the Vendor.
  - Column B: PRICE** is the lowest per unit price for each product as invoiced/paid to the Vendor.
  - Column C: AUTHRZD** is the total of each product that was authorized for the Adjustment Month. The Vendor cannot invoice for more product than was authorized.
  - Column D: GEN(5)** is the sum of all PODS which were submitted as fully delivered.
  - Column E: GEN(6)** is the sum of all PODS which were not submitted by the Vendor and will not be reimbursed.
  - Column F: DELIV** is the sum of foods on PODS on Report 9.
  - Column G: UNDELIV** is the sum of foods on PODS on Report 8.
  - Column H: ADJUSTED TOTAL** is the sum of Columns D & F (and any PODS returned for credit from column E). This is the amount of foods the Vendor actually delivered and should have invoiced for.
  - Column I: ADJUSTED DIF** is the difference in products from what the Vendor actually billed and what he should have billed. Column H minus Column A equals Column I.
  - Column J: PRICE DIFF** is the price paid for the products which will be adjusted. Column I multiplied by Column B equals Column J.
- **Report 5** – a list of computer-generated POD forms with all foods delivered. These quantities are approved for payment. No response is necessary if forms are on Report 5 correctly; otherwise a corrected copy of any POD which should not be on Report 5 must be submitted.

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- **Report 6** - lists all POD forms which were not submitted by the Vendor and are missing from the VIA calculations. Vendor must submit a copy of any POD on Report 6 in order to receive payment for the form.
  - **Report 8** - lists all POD forms that report undelivered food. This report shows only the undelivered foods that Vendors will not be paid for delivering. A corrected copy of any POD incorrectly placed on this report, or missing from this report, or which lists incorrect foods, must be submitted.
  - **Report 9** – a list of the same POD forms as Report 8, this time showing only foods which were delivered and are approved for payment. Negative numbers on this report indicate Vendor submit a copy for correct credit on Response to Reports Cover Sheet.
  - **VOID List** - lists those forms voided by district office staff (or by the vendor) for the adjustment month. Vendor will not be paid for these foods, and they do not appear on any other report. Voided PODS are deleted from the WIC database on the 15<sup>th</sup> of each month and are irretrievable. A vendor may submit a form as “Voided in Error by DO” on the Response to Reports Cover Sheet - payment to the vendor will be made if verified by WIC CO.

Vendors should compare the reports with their own records and may take the following actions to resolve differences:

1. If a POD form is not listed on any of these reports, it has been voided. If this is incorrect, please send us a copy of the POD and note it on the Response to Reports Cover Sheet. Indicate on the copy what foods were delivered or not delivered.
2. If there are POD forms listed on Report 6 in error, send a copy of each POD form and indicate what food was delivered or not delivered. Note them on the Response to Reports Cover Sheet.
3. Check Reports 8 and 9 to make sure that undelivered foods are listed properly. If there are errors, send a copy of each form in question listing the correct missing food(s), and note them on the Response to Reports Cover Sheet.

## 10.2 Invoice Preparation

An invoice should be submitted to WIC CO when all deliveries are complete for the month. Vendors are required to use invoices [\[hyperlink\]](#) supplied by WIC Central Office unless a computerized invoice form is approved by Central Office.

## 10.3 Invoices

Invoices will be submitted monthly unless otherwise authorized by the WIC Central Office. The following standards apply to submission of invoices:

1. Invoices must be submitted on a timely basis, not to exceed 30 days after the billing period ends. Failure to submit an invoice within 90 days could result in penalties of up to 50% of any monies due the vendor.
2. Invoice must contain delivery month, products, quantities, and prices charged for product in container sizes actually delivered with the exception of milk which must be billed in quart size only. All appropriate cost documentation for the purpose of price verification must accompany the first invoice in the contract period. Thereafter, vendors need to submit monthly price verification if there has been a price change for that particular item.
3. Invoice shall cover only authorized foods actually delivered and verified.

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4. Vendor must prepare and submit an infant formula inventory with the monthly invoice. Inventory will be checked each month against what was ordered and delivered, and vendor will be held accountable for any discrepancies.
  5. Authorized State personnel may take inventory of infant formula on site at any time. Vendor may be held accountable for any discrepancies.
  6. State personnel may review the vendor's WIC account books and practices at any time. The vendor shall provide the State access to POD's, route books and other documentation of food delivery, wholesale invoices, account book, and any other financial records. Vendor may be held accountable for any noted deficiencies. The State has the right to demand refunds for overcharges. The State may deny payment for improper or altered POD forms or may demand refunds for payments already made.
  7. Vendor shall not bill WIC participants for any products delivered through the WIC Program.

To prepare the invoice:

1. Using the [VIA Worksheet](#) or a similar accounting tool, collect the product totals from ALL Report 1's issued that month.
2. List all undelivered foods by form number. Identify and include any "Voided" forms.
3. Subtract undelivered foods from the total authorized.
4. Enter these totals on the vendor invoice. For foods that are delivered in a different size than is identified on the POD, bill for the unit size that you actually delivered. An estimate of the breakdown may be made by using receipts from the supplier.
5. Supporting Documentation - required backup to be submitted monthly includes:
  - a. Cost/Quantity Documentation - Retail Price List if you have retail customers. You must submit documentation that shows the price paid and the quantity purchased for each food item for which the price has changed from the previous month (excluding milk and eggs).
  - b. Formula Inventory

#### **10.4 Vendor Invoice Processing Procedures**

#### **10.5 Definitions:**

- Billing Month: The month for which the invoice is submitted for payment.
- Adjustment Month: Two delivery months prior to the billing month, reconciles authorized payments. (If your billing month is September, your adjustment month is July.)

Central Office will process vendor invoices according to the following procedure:

1. VIA Worksheet and Invoice for the [billing month](#) is reviewed for math, quantity and pricing errors. Corrections are made and the sum of the billing invoice is recorded at the bottom of the Vendor Invoice Adjustment Report ("VIA Report" – see Chapter 15 for example) report for the [adjustment month](#) under "Current Month Billing."
2. VIA Report for each vendor for the adjustment month is run on the 29th of the billing month. The monthly VIA Report summarizes the:
  - a. total products vendor has billed WIC for,

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- b. total products authorized by PODs,
    - c. total products with documentation of actual delivery
    - d. differences between documented deliveries and invoice quantities.
  3. Vendor Notices for the Adjustment Month are reviewed regularly and matched to Reports 8 and 9 as appropriate. Any billing questions on the Vendor Notices are emailed to the Vendor and DO to respond to and the invoice payment is held until a response is received.
  4. The DNL is reviewed and matched to Reports 8 and 9, or the Flagged POD report as appropriate. Any billing questions on the DNL are emailed to the Vendor and DO to respond to and the invoice payment is held until a response is received.
  5. Any invoice errors are corrected and a new adjustment total is calculated. A revised total is calculated and noted on the bottom right of the VIA form. This amount is paid to the vendor.
  6. Each Vendor receives a copy of their processed invoice and VIA form for their records following submission of payment package to business office.
  7. Vendors have 30 days from the date of the adjustment letter in which to appeal the final adjustment with WIC Central staff responsible for the adjustment.

## **11 WIC PARTICIPANT NOTICES**

### **11.1 Notices From Vendor**

1. There are 2 notices that originate from the Vermont Department of Health. These notices are provided by WIC Central Office. (Samples of these forms are included in Chapter 15.)
  - a. REMINDER, VDH-118c, is on bright green paper and is given out on the last delivery day of the month to remind participants to leave out their signed POD on their next delivery day. This notice is optional for vendors to use.
  - b. WIC PROOF OF DELIVERY NOTICE, VDH-119c, is on yellow paper and must be left at the participant's home the first delivery of each month if no POD has been left out for the vendor to pick up. This informs participants that they will not receive any more WIC foods until the vendor has received a signed POD form or a note to the effect that they received all their foods for the month. This form must be used by all vendors. Monthly supply is shipped automatically to all vendors with *big* monthly POD run.

#### **2. Notices from Vendors to Participants**

All notices from vendors to participants that originate from the vendor must be reviewed 30 days in advance of distribution by WIC Central Office. Includes notices about vacation schedules, holiday schedule changes, or other delivery schedule changes. Vendors requesting notices made up by Central Office should allow at least one extra week for set-up, printing and shipping. That means submitting the notice information to Central Office 5 weeks in advance to allow for printing and mailing time.

It is the vendor's responsibility to:

- Notify the District Office at least 30 days prior to any change.
- Notify all participants of changes in advance, including participants who receive once a month deliveries if the change affects them.

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## 11.2 Notices to Vendors

**WIC Vendor Notice – VDH 101e:** The WIC Vendor Notice (a sample of this form is included in Chapter 15) is filled out by the DO and sent via email to vendors to transmit for the following types of information to the vendor:

- Additional delivery address instructions
- Change in address
- Change in name
- HOLD – whereabouts unknown
- Temporary cancellations (for moving, vacations, etc.)
- Permanent cancellations
- Voided POD

It is the vendor's responsibility to keep track of these notices and follow the instructions included on them. Vendor notices are checked for appropriate billing by WIC CO each month as part of the adjustment/payment process.

It is the District Office's responsibility to electronically file a copy of each vendor notice for WIC CO use.

Vendors may submit these notices with their PODs each month to ensure proper credit when WIC Central Office processes their invoice and prepares the adjustment.

**Client Information Form – VDH 102e -** The Client Information Form (a sample of this form is included in Chapter 15) is completed and put on file by VDH staff for any of the following reasons:

- Positive feedback from a participant for their vendor/driver
- Product quality or packaging issues, including outdated products
- Delivery of wrong foods when not exchanged appropriately in same week
- Substituting non-WIC items
- Inconsistent day, place, or time of delivery (time = more than 2 hours without a storm) without prior notification
- Driver's misconduct, including perceived discrimination or unequal treatment, swearing or other rude behavior
- Missed deliveries if POD is returned appropriately and participant is still eligible
- Not returning phone calls in a timely manner to participants or DO staff
- Animal issues
- Any unresolved, ongoing, or repetitive issues

Client Information Forms are filled out by the DO and sent electronically to the vendor. Client Information Forms are submitted each time a participant makes a statement about services received from their vendor, both positive and negative. Client Information Forms can also be generated by the DO for issues or compliments without a specific call from a participant.

It is the DO's responsibility to contact the vendor for any participant issues which need further explanation by the vendor, or an action by the vendor. It is the District Director's

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(or their designee's) responsibility to negotiate resolution of any issues which cannot be reached between the vendor and participant, or the DO front line staff.

The vendor may submit optional comments at the bottom of the form if additional action is taken, or if the vendor feels further explanation is necessary. Optional comments must to be sent to WIC Central Office, it is optional for the vendor to send them to the DO.

Client Information Forms are an important tool for WIC vendor monitoring and to help assign vendor risk levels. Client Information Forms are maintained in the vendor file, and forms submitted during the most recent 6 months are reviewed during periodic vendor audits or site visits.

Client Information Forms are reviewed by a panel to assess points for vendors when routes are being bid.

## **12 VENDOR TRAINING**

The vendor agrees to participate in WIC vendor training (as requested/scheduled by WIC Program Staff).

New vendors shall be trained by a representative of the State in WIC policies and procedures, billing, and program requirements prior to the beginning of a contract. Vendors shall be informed of any programmatic changes at the time of such changes. Additional training and/or updates, program changes, etc., will be provided during audits or site visits on areas not meeting existing regulations or on issues that the vendor may question.

The vendor shall be responsible for the training of its employees and shall be responsible for their actions. The vendor may ask for training assistance from WIC Central Office.

The State agrees to provide a copy of the Vendor Handbook to each vendor.

**Table 7-1 Monthly Schedule for Home Delivery**

|  | <b>MONTH 1</b>   | <b>MONTH 2</b>   | <b>MONTH 3</b>   |
|--|--|--|--|
| <b>WEEK 1</b><br><br><b>and</b><br><br><b>WEEK 2</b> | Deliver Week 1 food.<br>Leave POD for current month.<br><br>Deliver Week 2 food.   | Deliver Week 1 food.<br>Leave Month 2 POD.<br>Pick up completed POD for Month 1 (make sure it is signed & checked).<br>If no POD, leave warning (yellow form).<br>Invoice to WIC C.O. for Month 1 foods.<br>No delivery to participants who did not turn in a POD for Month 1.<br>Complete Dairy Notification List (DNL) to notify D.O. of non-returned PODs.                | Deliver Week 1 food.<br>Leave Month 3 POD.<br>Pick up Month 2 POD.<br>If no POD, leave warning (yellow).<br>Start to fill out Dairy Notification List (DNL) to notify D.O. of non-returned PODs.<br>Invoice to WIC C.O. for Month 2.   |
| <b>WEEK 3</b><br><br><b>and</b><br><br><b>WEEK 4</b> | Deliver Week 3 food.<br>Order formula, etc., for next month.<br><br>Deliver Week 4 food -<br>Leave POD reminder form (green).<br><br>Receive PODs from WIC C.O. for Month 2.<br>Leave a "no delivery 5th week form" as appropriate | Deliver WIC foods.<br>Update DNL to notify DO of late returned PODs.<br>Send PODs for Month 1 to WIC CO<br>Receive payment for Month 1 invoice.<br>Order formula, etc., for next month. Deliver WIC foods.<br>Deliver POD reminder (green).<br>If 5th week month, leave form.<br>Update DNL to notify D.O. of late returned PODs.<br>Receive PODs from WIC C.O. for Month 3. | Deliver WIC foods.<br>No delivery to participants who did not turn in a POD for Month 2 or 1.<br>Complete and mail DNL to notify D.O. of non-returned PODs.<br>Deliver WIC foods.<br>Respond to Reports for Month 1 within 5 business days.<br>Update DNL and notify D.O. of late returned PODs.<br>Order formula, etc., for next month.<br>Deliver WIC foods.<br>Deliver POD reminder (green).<br>If 5-week month, leave form.<br>Update DNL and notify D.O. of late returned PODs. |

## Appendix A - Base Monthly Price

| PRODUCER<br>PRICE<br>PER C.W.T. | RETAIL<br>HOME<br>DEL | PRODUCER<br>PRICE<br>PER C.W.T. | RETAIL<br>HOME<br>DEL | PRODUCER<br>PRICE<br>PER C.W.T. | RETAIL<br>HOME<br>DEL |
|---------------------------------|-----------------------|---------------------------------|-----------------------|---------------------------------|-----------------------|
|                                 |                       |                                 |                       |                                 |                       |
|                                 | /QTS                  |                                 | /QTS                  |                                 | /QTS                  |
| 11.65-11.87                     | .42                   | 17.17-17.39                     | .54                   | 22.46-22.68                     | .655                  |
| 11.88-12.10                     | .425                  | 17.40-17.62                     | .545                  | 22.69-22.91                     | .66                   |
| 12.11-12.33                     | .43                   | 17.63-17.85                     | .55                   | 22.92-23.14                     | .665                  |
| 12.34-12.56                     | .435                  | 17.86-18.08                     | .555                  | 23.15-23.37                     | .67                   |
| 12.57-12.79                     | .44                   | 18.09-18.31                     | .56                   | 23.38-23.60                     | .675                  |
| 12.80-13.02                     | .445                  | 18.32-18.54                     | .565                  | 23.61-23.83                     | .68                   |
| 13.03-13.25                     | .45                   | 18.55-18.77                     | .57                   | 23.84-24.06                     | .685                  |
| 13.26-13.48                     | .455                  | 18.78-19.00                     | .575                  | 24.07-24.29                     | .69                   |
| 13.49-13.71                     | .46                   | 19.01-19.23                     | .58                   | 24.30-24.52                     | .695                  |
| 13.72-13.94                     | .465                  | 19.24-19.46                     | .585                  | 24.53-24.75                     | .70                   |
| 13.95-14.17                     | .47                   | 19.47-19.69                     | .59                   | 24.76-24.98                     | .705                  |
| 14.18-14.40                     | .475                  | 19.70-19.92                     | .595                  | 24.99-25.21                     | .71                   |
| 14.41-14.63                     | .48                   | 19.93-20.15                     | .60                   | 25.22-25.44                     | .715                  |
| 14.64-14.86                     | .485                  | 20.16-20.38                     | .605                  | 25.45-25.67                     | .72                   |
| 14.87-15.09                     | .49                   | 20.39-20.61                     | .61                   | 25.68-25.90                     | .725                  |
| 15.10-15.32                     | .495                  | 20.62-20.84                     | .615                  | 25.91-26.13                     | .73                   |
| 15.33-15.55                     | .50                   | 20.85-21.07                     | .62                   | 26.14-26.36                     | .735                  |
| 15.56-15.78                     | .505                  | 21.08-21.30                     | .625                  | 26.37-26.59                     | .74                   |
| 15.79-16.01                     | .51                   | 21.31-21.53                     | .63                   | 26.60-26.82                     | .745                  |
| 16.02-16.24                     | .515                  | 21.54-21.76                     | .635                  | 26.83-27.05                     | .75                   |
| 16.25-16.47                     | .52                   | 21.77-21.99                     | .64                   | 27.06-27.28                     | .755                  |
| 16.48-16.70                     | .525                  | 22.00-22.22                     | .645                  | 27.29-27.51                     | .76                   |
| 16.71-16.93                     | .53                   | 22.23-22.45                     | .65                   | 27.52-27.74                     | .765                  |
| 16.94-17.16                     | .535                  |                                 |                       | 27.75-27.97                     | .77                   |

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## Appendix B: Formula Ordering/ Inventory Process

The Vermont WIC Program purchases infant formula for home delivery to authorized participants. Vendors are required to submit a completed monthly formula inventory form with their monthly invoice in order to be paid.

### A. Ordering Procedure

Formula orders are placed during the 3<sup>rd</sup> week of the month for the following month's deliveries. It is the Vendor's responsibility to maintain an adequate supply of formula at all times and to call WIC CO if supplies are low. Formula is ordered by the case. There are 24 cans in a case of concentrated formula and 6 cans in a case of powdered formula.

- Allow at least 4 business days for formula to arrive.
- If you require a phone call from the trucking company to arrange a delivery day/time, allow 5 days.

### B. Receiving Formula Orders

The shipper's order form shows the total number of cases being delivered. This should agree with the total cases ordered for you and with the Packing Slip from the formula company. The vendor or his representative must be present to sign for the delivery unless special arrangements are made with the driver. The trucking company is required to deliver inside, or wherever the vendor prefers.

It is essential that the vendor maintains accurate accounting of all infant formula ordered and delivered. When receiving formula, count the number of cases and confirm that this agrees with the shipping form before signing for receipt. If vendor is shorted any cases, **NOTE THE EXACT NUMBER OF CASES RECEIVED AND THE NUMBER OF CASES SHORTED ON THE SHIPPER'S ORDER FORM. BOTH VENDOR AND THE DRIVER SHOULD SIGN THE FORM.**

Call WIC CO within 48 hours regarding any shortage and any discrepancies between products received and products ordered.

### C. Rotation of Formula Stock

Formula stock must be rotated when each new shipment is received. Formula with the shortest outdate must be used first. Inventory (see [Formula Inventory Sheet, VDH-137c](#)) must be taken the day after the last delivery of the month and before the next month's shipment arrives, or if the new shipment has already been received, it should be kept separate until after the inventory count has been completed and submitted to WIC Central.

Inventory records submitted must be accurate; any discrepancies may lead to financial penalties. Inventory accuracy will be checked monthly by WIC CO for all vendors.

### D. Damaged Product

If the cases are damaged when you get delivery, you may refuse delivery. If you discover you have received dented or damaged products after you have accepted delivery, notify WIC Central Office (with the exact count of each type of formula). Once vendors have a full box of damaged product to return arrangements will be made for the formula company to pick up the undeliverable formula,. It should be repacked in one or more cartons, and taped for shipment. The formula company will require a contact person and telephone number for the pickup.

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## WIC FORMULA INVENTORY

VENDOR: \_\_\_\_\_ DATE OF INVENTORY: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

ON THIS DATE, I HAVE IN MY POSSESSION:

ISOMIL CONC: \_\_\_\_\_ FULL CASES \_\_\_\_\_ LOOSE CANS

SIMILAC CONC: \_\_\_\_\_ FULL CASES \_\_\_\_\_ LOOSE CANS

ISOMIL POWDER: \_\_\_\_\_ FULL CASES \_\_\_\_\_ LOOSE CANS

SIMILAC POWDER: \_\_\_\_\_ FULL CASES \_\_\_\_\_ LOOSE CANS

FILL OUT THIS INVENTORY FORM ON THE LAST DAY OF YOUR MONTHLY DELIVERIES AND  
SUBMIT WITH YOUR MONTHLY INVOICE.

VDH.137c REV. 9/25/02

## WIC FORMULA INVENTORY

VENDOR: \_\_\_\_\_ DATE OF INVENTORY: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

ON THIS DATE, I HAVE IN MY POSSESSION:

ISOMIL CONC: \_\_\_\_\_ FULL CASES \_\_\_\_\_ LOOSE CANS

SIMILAC CONC: \_\_\_\_\_ FULL CASES \_\_\_\_\_ LOOSE CANS

ISOMIL POWDER: \_\_\_\_\_ FULL CASES \_\_\_\_\_ LOOSE CANS

SIMILAC POWDER: \_\_\_\_\_ FULL CASES \_\_\_\_\_ LOOSE CANS

FILL OUT THIS INVENTORY FORM ON THE LAST DAY OF YOUR MONTHLY DELIVERIES AND  
SUBMIT WITH YOUR MONTHLY INVOICE.

VDH.137c REV. 9/25/02

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## VERMONT WIC VENDOR HANDBOOK

### Chapter 8: Retail EBT Redemption Process

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| <b>6 Settlement .....</b>   | <b>5</b> |

#### 1 OVERVIEW OF THE WIC CASH VALUE VOUCHER EBT PROGRAM

On March 17, 2008 FNS issued an interim final rule for the new WIC food packages that requires states for the first time to issue a Cash Value Benefit (CVB) for fruits and vegetables for certain food packages by October 1, 2009. CVBs will be worth \$6, \$8, or \$10 per person per month, depending on participant category and food package. Approximately 11,000 households will be issued CVBs each month, totaling \$1 million annually in additional purchases of fruits and vegetables in Vermont.

The regulatory mandate to issue a CVB created a unique and immediate problem for Vermont. Vermont WIC is the only state providing home delivery of food benefits, and does not issue paper or EBT “food instruments” (vouchers, checks or EBT cards) for redemption by participants at retail vendors. While other states could use current systems to issue CVBs for redemption through their existing retail delivery systems, Vermont was required, under federal mandate, to implement for the first time some form of food instrument by October 1, 2009, that would allow participants to purchase of eligible fruits and vegetables at retail grocery stores throughout the state.

Vermont WIC decided to move directly to Electronic Benefits Transfer (EBT) for the CVB, by using the existing operational online EBT system now used for food stamps and TANF cash benefits in Vermont.

The VT WIC EBT card is issued to eligible WIC participants for use at WIC-authorized retail grocers, using the same point-of-sale equipment and redemption processes used by the VT food stamp program. Participants will present the card along with their eligible fruits and vegetables for purchase; cashiers will charge the participant’s CVB card for eligible items. Settlement occurs with grocers just as it does for food stamps, but with VT WIC funding. Each month, and as new participants are certified, WIC will transmit necessary data via the WIC MIS system to the EBT processors to maintain an up-to-date database on eligible



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benefits. WIC CVB EBT cards for new participants, and replacement cards, will be produced and mailed to participants by the same unit at DCF that produces food stamp EBT cards.

## 2 THE VERMONT WIC EBT CARD

The VT WIC EBT Card is a wallet sized card allowing WIC participants to access their fruit and vegetable CVB benefits via the state's existing EBT infrastructure. The transaction is almost identical to current EBT transactions at grocery stores.

CVB benefits for all household members will be accessible with a single WIC EBT card. EBT transactions allow the participant to purchase as few or as many WIC fruits and vegetables per store visit as desired during the benefit period. WIC CVB benefits, unlike 3SquaresVT/SNAP (food stamp) benefits are valid only for the month in which they are issued, and cannot be carried over to the following month.



## 3 THE WIC EBT CASH VALUE BENEFIT TRANSACTION IN THE GROCERY STORE

WIC participants will receive training at the WIC clinic on the correct procedures for using the Vermont WIC Fruit and Veggie card. WIC participants will be instructed on the following steps for completing a WIC CVB purchase.

Self-checkout is NOT authorized for WIC CVB benefits. Cashiers will work with the WIC participant to complete these steps:

1. The participant must separate the WIC CVB purchases from the rest of their items, and put them first on the check-out counter.
2. The participant shows the WIC Fruit and Veggie Card to the cashier to make sure cashier is aware of the need to verify WIC-eligible items before scanning starts.
3. Participant swipes WIC card, presses "EBT/FS" and enters PIN. The cashier should never ask for or enter the PIN number for the participant.
4. **Cashier must verify that each item is a WIC approved fruit or vegetable before scanning or ringing up.** (VT WIC will provide authorized grocery stores with Cashier Guides containing detailed descriptions of approved foods.)



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5. Cashier scans/rings up approved WIC items. All discounts, coupons and special offers available to other (cash or debit paying) customers must be made available to WIC participants.

6. In stores where total purchase price needs to be validated by participant, participant is instructed to enter "yes" on the POS terminal to verify the purchase amount.



7. If there is enough on the WIC card to cover the total purchase, the card will be charged and the WIC part of the participant's purchase is completed. Cashier is to give receipt to WIC participant. In addition to the current sale, the receipt will show the participant the benefits remaining on the card (if any). (The receipt will say "Food Stamp benefits remaining," because we are piggy-backing on the food stamp EBT system, but the dollar amount shown IS ACTUALLY the remaining WIC benefits.)
8. If, however, there isn't enough on the WIC card to cover the purchase, the transaction will be rejected. (This is the same as the SNAP/food stamp EBT process.) Cashier and participant should look at rejection receipt to see balance available on the WIC card.

The WIC recipient should remove enough items so that total will be less than or equal to remaining benefits. In some stores, remaining items will have to be scanned again; in others, the cost of removed item will be subtracted. Transaction is completed. Cashier gives the receipt to WIC participant. In addition to the current sale, the receipt will show the participant the CVB benefits remaining on the card (if any). (The receipt will say "Food Stamp benefits remaining," because we are piggy-backing on the food stamp EBT system, but the dollar amount shown IS ACTUALLY the remaining WIC benefits.)

9. Any items that were removed from the WIC purchase can still be purchased with other tender (another EBT card, debit card or cash), or the participant may choose to not purchase them.

## **4 EBT TRANSACTION TROUBLESHOOTING**

### **A. WIC card cannot be read by POS terminal.**

A VT WIC CVB card that cannot be read at the check out counter may have no remaining benefits, may have been damaged so that it can't be read, or may have been marked as a hot card. (A hot card is one that has been reported as lost or stolen.) Regardless of the reason, if a card cannot be read at the check-out counter, the participant should be instructed to return the card to the clinic.

The participant cannot leave the store with their WIC purchases unless they use another form of payment.

### **B. Participant forgets PIN number.**

Participants will be instructed to make sure they know their PIN number before shopping. However, if a participant forgets their PIN, they will need to call the Toll Free Customer Service number on the card to have a new PIN assigned to the card.

The participant cannot leave the store with their WIC purchases unless they use another form of payment.

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**C. Not enough WIC CVB benefits to complete transaction.**

If a WIC EBT transaction is rejected because the purchase exceeded available benefits, the participant may do any of the following:

- (1) **Remove enough items so the total is less than or equal to the benefit remaining, and re-do the WIC EBT transaction.** (The rejection receipt will show the balance of remaining benefits on the card. The receipt will say “Food Stamp benefits remaining,” because we are piggy-backing on the food stamp EBT system, but the dollar amount shown IS ACTUALLY the remaining WIC benefits.)
- (2) **Purchase the items using another source of funds:** SNAP/food stamps, another debit card or cash.
- (3) **Not purchase** the items.

**D. EBT system is offline when purchase is attempted**

This is one of the differences with the food stamp/SNAP program. If the EBT system is offline, there is no paper (manual) voucher system for WIC CVB. The customer will have to use another source of payment, or return another time to use the WIC card.

**E. Spoiled, damaged or outdated WIC items**

If a participant returns with a spoiled, damaged or outdated WIC item, the vendor must replace it with an identical WIC allowed item. The vendor may require the participant to produce a receipt showing the WIC EBT purchase made at that grocery store. No other exchanges are allowed, and no cash may be returned to the participant or credited to the card.

## **5 EBT REQUIREMENTS**

Vermont WIC will authorize only retail grocery stores already authorized to accept Vermont 3SquaresVT/SNAP EBT cards. A retail grocery store that loses this authorization, or loses the ability to accept Vermont EBT cards, will immediately lose authorization to accept VT WIC CVB cards. In addition to this general requirement, the following specific requirements also apply to WIC authorized retail vendors:



- A. WIC retail vendors must maintain a fully operating EBT system during all the hours the store is open.
- B. Vendors should permit only trained representatives to train cashiers and staff on EBT requirements, and should verify that all cashiers are trained in the proper acceptance and processing of WIC Program CVB transactions.
- C. Vendors should provide industry-standard security during the redemption process preventing the unauthorized disclosure of participants PIN and/or access key numbers.
- D. Prices charged to WIC participants will be the same as prices charged to all other customers. All discounts, coupons and special offers available to other (cash or debit paying) customers must be made available to WIC participants.
- E. WIC CVB cards cannot be charged for items not purchased. Grocery stores may not issue a “rain check” to a WIC participant and charge the WIC card.

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- F. Only WIC-allowed fruits and vegetables may be charged to the WIC CVB card.
  - G. Vendors may not charge WIC Program participants any transaction fee, either directly or indirectly, arising out of or associated with operating, maintaining, or processing electronic WIC Program transactions through the use of the EBT system.
  - H. Vendors must allow WIC Program participants to cancel or void their own EBT transactions prior to completion.
  - I. Vendors must keep all WIC Program participant information confidential, at no time confiscate the WIC Program participant's card(s) or be in possession of a WIC Program participant's PIN, or ask for the PIN of a WIC Program participant.
  - J. If the EBT system is offline, there is no paper (manual) voucher system for WIC CVB. The customer will have to use another source of payment, or return another time to use the WIC CVB card. This is one of the differences with the 3SquaresVT/SNAP program.
  - K. Vendors must immediately notify the Vermont WIC Program if the vendor personally alters/revises the VT EBT automation system in any manner that impacts the EBT redemption/claims processing system after initial WIC authorization of the vendor is completed.
  - L. Vendors accept financial liability for claims submitted to the WIC Program more than 60 calendar days after the transaction date.
  - M. Vendors should verify that previously submitted claims have been successfully executed through the automated clearing-house via the store's settlement system.
  - N. Vendors accept financial liability for error claims and un-paid claims that are not resolved within 60 days of the transaction date, if the WIC Program determines, the reason(s) for non-resolution resides with the Vendor or are due to action/inaction of the Vendor.
  - O. Vendors may not charge the WIC Program for any fee or cost arising out of, or associated with, operating, maintaining or processing WIC Program transactions through the use of the EBT system.
  - P. Vendors are required to place "Vermont WIC Fruit and Veggie Card Accepted Here" signage in store windows and/or on doors.



## 6 SETTLEMENT

The daily settlement process for WIC CVB is identical to the settlement process for all VT EBT transactions, and is conducted by e-Funds. The daily cut-off for EBT transaction processing is 6:00 pm. The 24-hour period between the cutoff time on Day 1 and Day 2 constitutes the EBT transaction day.

For retail merchants, third parties or other benefit providers that are directly connected to the e-Funds EBT host, credits are entered into the ACH for settlement on the next banking day. Credits due to those who are connected to e-Funds through a regional or national network shall be settled utilizing standard commercial practices.

Retail vendor questions/concerns regarding **EBT settlement issues** should be addressed to:

JPMEFS/eFunds (800-831-5235)

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# Vermont WIC Vendor Handbook

## Chapter 9: Vendor Monitoring and Investigations

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### 1 OVERVIEW OF MONITORING REQUIREMENTS

Monitoring is required by state and federal regulations. WIC vendor monitoring staff may conduct one or more on-site monitoring visits during an agreement period in order to verify vendor compliance with Program requirements. Such visits may be unannounced, and may occur at any time during vendor business hours.

### 2 RETAIL VENDOR MONITORING

#### 2.1 Methods of Monitoring

Retail vendor monitoring may include review of EBT transaction records, on-site observation of EBT redemption procedures, interviews with store staff, review inventory and prices of WIC foods, and educational compliance purchases. A summary of any monitoring visit will be forwarded to the vendor. The summary will constructively comment on the vendors' procedures, clarify any questions, and confirm resolutions to problems.



Independently or in conjunction with such on-site visits, the WIC Program may also audit a vendor's records to verify compliance with Program requirements. Upon request, a vendor shall produce the original copies of any and all documents necessary to this audit within 30

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days. Records may include inventory, stock orders and sales reports. Additional records may also be requested.

The State WIC Office may also implement additional monitoring procedures to verify vendor compliance with WIC Program requirements as is deemed appropriate. The vendor shall comply and cooperate with all such monitoring procedures. Monitoring visits also provide the vendor an opportunity to obtain guidance on WIC program requirements and further clarification of WIC Program policies and procedures.



## 2.2 Routine Monitoring

Routine Monitoring consists of an unannounced visit to your store by a representative of the VT WIC program. He/she will introduce him/herself to a store representative, walk around the store and may observe operation of the WIC EBT system and WIC transactions.

The monitor conducting the review will check to see that:

- The WIC sign is posted
- The store meets the minimum stocking requirements
- Foods are not out of date
- The store is clean
- Cashiers have access to information about WIC transactions and authorized foods

Without identifying him/herself, a monitor may perform an “educational buy” to determine where potential weaknesses lie. This means the monitor may shop in your store pretending to be a WIC participant. After the purchase has been made, the WIC representative will identify him/herself to store personnel and review what went right and what went wrong during the transaction.

Any violation of WIC regulations will be documented on the monitoring form. The form will be discussed with the vendor and he/she will be asked to sign the form. The form will outline steps necessary to correct deficiencies found during the visit. Some deficiencies may result in a warning letter or sanctions.

## 2.3 Investigations

The WIC Program Central Office has a compliance unit whose job it is to monitor vendor activity to identify high-risk vendors. High-risk vendors are those deemed likely to commit violations. The WIC Program has developed criteria used to identify high-risk vendors.

A **compliance purchase** means an undercover on-site investigation in which a representative of the Program poses as a participant and transacts one or more EBT transactions. The vendor will not know it is under investigation nor will it be notified of any violations uncovered until the investigation is finished.

An **inventory audit** is the examination of food invoices or other proofs of purchase to determine whether a vendor has purchased sufficient quantities of WIC foods to provide participants the quantities redeemed by the vendor during a given period of time.

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If abuses are discovered during a compliance investigation or inventory audit sanctions may be applied and/or a store may be disqualified, depending on the severity of the abuse. Refer to your Vendor Agreement, and to federal rules.

### 3 HOME DELIVERY VENDOR MONITORING

#### 3.1 Methods of Monitoring

Risk levels of all vendors are monitored monthly, and result evaluated to identify High Risk Vendors that require an additional level of monitoring.

##### A. Monthly Monitoring

This type of monitoring is conducted for each vendor on a monthly basis. Points are assigned to specific risk factors and totaled for each month. Based on the total, vendors are placed into three levels for follow-up and may or may not be designated as high risk.

Monitoring identifies measurable indicators that may show potential problems. Points are assigned to each indicator. The number of points is based on the severity of the finding. Points are assessed for each occurrence of a problem; points remain in a vendor's file for 6 months after they are received.

##### B. Automated Reports

|                                       |   |
|---------------------------------------|---|
| <b>Report 1</b>                       | a. Total number of participants served<br>b. Total quantities of foods authorized   |
| <b>Reports 5 &amp; 7</b>              | Quantities of foods delivered with signed documentation.                            |
| <b>Report 6</b>                       | Forms outstanding (not documented as delivered, void, etc.)                         |
| <b>Report 8</b>                       | Quantities of foods not delivered   |
| <b>Flagged &amp; End Date Reports</b> | Forms submitted for payment without signed documentation.                           |
| <b>Duplicate &amp; Error Reports</b>  | Households with multiple forms or copies of forms submitted by more than one vendor |
| <b>Vendor invoice adjustments</b>     |   |

##### C. Other Information:

- Monthly pre-audit adjustments
- Documentation of wholesale prices and quantities purchased
- Retail price list
- Vermont Department of Agriculture standards)
- Customer/staff service report logs.
- Infant formula orders and inventory
- Reports from District Office staff.



- Written reports or other documentation of deliveries or service provided by vendors at the request of Central Office.

### 3.2 Assignment of Risk Level

Points are assigned monthly for each indicator and are recorded on the [High Risk Worksheet](#) for each vendor. Points are tallied each month to determine the level of risk for that vendor. [Table 9-1](#) displays point assignments and resulting risk levels.

| Table 9-1: RISK LEVELS |                   |   |
|------------------------|-------------------|---|
| Risk Level             | Points            | Action  |
| Level 1                | 0-4 points        | There are no discernable problems. These vendors continue to be monitored through routine methods.  |
| Level 2                | 5-9 points        | Problems may exist. Level 2 status indicates a need for investigation to determine whether fraud or abuse is occurring. At a minimum, Level 2 vendors may be subject to a contract compliance audit and retraining. |
| Level 3                | 10 or more points | Level 3 status indicates a high probability of fraud, waste or abuse, and a need for in-depth investigation.  |

A Vendor is identified as **High Risk** after evidence accumulates that abuses may be occurring.

### 3.3 Home Delivery Vendor Site Visits

Home Delivery Vendor site visits may be conducted annually for each WIC vendor. VDH WIC Vendor Monitoring Worksheet (VDH 150c) [hyperlink] may be used to record information gathered during the site visit and to document any training, corrective action, or concerns.

Each vendor will be contacted by CO staff to schedule the site visit. A physical inventory of infant formula may be performed. WIC foods in stock may be inspected for freshness, storage conditions and compliance with WIC contract specifications.

### 3.4 Contract Compliance Audit

This type of audit includes review of delivery routes and schedules, verification of wholesale costs and retail prices, review of storage and transportation practices, inspection of vendor records, and review of recordkeeping methods.

A vendor site visit may include a contract compliance audit.

### 3.5 Client Interviews

Selected WIC customers may be contacted by mail or telephone to verify the accuracy of food deliveries, quality of food delivered, equal treatment of WIC and retail customers, and resolution of previous problems.

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### 3.6 Other Monitoring

Reports on percentage of home delivery services, deliveries of less than 2 times a month, and vendor initiated drop offs will be reviewed periodically by Central Office staff. District Office staff and vendor will be notified of results. A Corrective Action Plan may be implemented for vendors not meeting stated expectations or percentages.

### 3.7 Investigations

Investigation of High Risk Vendors (levels 2 and 3) may include the following:

- A. Compliance Buys: The State Agency, when monitoring Level 3 vendors, may employ fictitious WIC accounts to verify vendor delivery of products in authorized types and quantities and prices submitted on the vendor's retail price list. The State Agency may opt to have a private investigative firm or another state agency perform the actual buy.
  - After identifying the vendor for whom compliance purchases will be made, WIC food deliveries will be authorized for approximately three months. State Agency staff will open a record and submit all necessary authorizing documents to the vendor through normal channels.
  - Compliance buys from a vendor which result in no irregularities may be terminated before three months. Buys which uncover irregularities may be continued beyond three months at the discretion of the State Agency. Food purchased as part of a compliance buy will be itemized by type, quantity delivered, and date code. The itemized record will be maintained as part of the investigative file.
- B. Penalties: When a High Risk vendor investigation is complete, the State Agency will follow-up on any adverse finding. The type and intensity of follow-up depends on the nature and severity of documented program violations. Except in cases that result only in verbal warning, vendors are required to complete a corrective action plan. Failure to complete corrective actions according to schedule will result in further adverse actions against the vendor, such as the following:
  - Restitution: Vendors shall be required to repay any amount fraudulently obtained.
  - Financial Penalty: A financial penalty equal to twenty-five percent of any amount fraudulently obtained may be assessed in addition to the amount of restitution.
  - Probation: Major problems, or a large number of different types of violations may result in a probationary period. Vendors placed on probation must attend training and develop a formal corrective action plan.
  - Disqualification: Documentation of deliberate fraud, repeated program violations after previous warnings, or failure to complete corrective actions may result in vendor disqualification. At the time of disqualification, the vendor will be notified of potential disqualification from SNAP.
- C. Follow-Up: Follow-up will be conducted based on Risk Level for all vendors. Total points are assessed on a monthly basis.
  - (1) Verbal Warning: If only minor problems are identified, the vendor will be notified by telephone and instructed to review the relevant sections of the Vendor Handbook. State Agency Staff will also provide additional training if the vendor has questions after reviewing the Vendor Handbook.
  - (2) Written Warning: If a vendor has previously received verbal warning, or if more serious problems are identified, the vendor will be notified in writing. The State Agency may also require the vendor to attend a training session or develop a formal corrective action plan.

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- (3) Training: Training will be offered specific to staff or vendor concerns. General sessions may be offered at regularly scheduled vendor meetings.
  - (4) Corrective Action Plan: Develop and implement corrective actions based on findings.

## 4 APPEALS

Appeal procedures for WIC vendors shall comply with federal WIC regulations (7CRF 246.18). Vendors will have 30 days to correct or justify an overcharge or error. The vendor will have 15 days to appeal an adverse action. Vendors shall have one opportunity to reschedule a previously scheduled hearing. Sanctions shall not be imposed pending an appeal decision. If the appeal is denied or modified, the sanctions shall be effective 15 days after written notice of the denial or modification to the vendor.

## 5 FRAUD AND ABUSE OF THE PROGRAM

Every precaution is taken to prevent fraud and abuse of the WIC Program, both by individuals and vendors. When instances of abuse are verified, either the individual or the vendor may be disqualified and other penalties may be imposed according to federal/state statutes and rules.

Vendors and vendor staff are frequently in a position to detect abuse or fraud on the part of WIC participants. If you know of any such instances, we ask that you notify the WIC Central Office so that an investigation may be conducted.

Participant abuse includes:

- misrepresenting facts to obtain benefits
- exchanging WIC foods for cash

In addition, the vendor is responsible for the actions of employees. The vendor is liable for unauthorized or abusive transactions whether or not the owner or manager was aware of these actions.



### High Risk Worksheet

| HIGH RISK INDICATOR: (# of points given in parentheses)         | Oct          | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
|---|--------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| <b>PAPERWORK:</b>   |              |     |     |     |     |     |     |     |     |     |     |     |
| Billing errors (1 or 2 depending on severity)                   |              |     |     |     |     |     |     |     |     |     |     |     |
| Quantity discrepancies between billed & authorized (1)          |              |     |     |     |     |     |     |     |     |     |     |     |
| Inadequate cost documents (1)                                   |              |     |     |     |     |     |     |     |     |     |     |     |
| Missing Formula Inventory (1)                                   |              |     |     |     |     |     |     |     |     |     |     |     |
| More than 5% of PODs on mid-month Report 6 (1)                  |              |     |     |     |     |     |     |     |     |     |     |     |
| Response to mid-month report (failure = 1, incomplete = 1)      |              |     |     |     |     |     |     |     |     |     |     |     |
| Billing for PODs not eligible for payment (2)                   |              |     |     |     |     |     |     |     |     |     |     |     |
| Final adjustment greater than 1% (1)                            |              |     |     |     |     |     |     |     |     |     |     |     |
| Dairy Notification List Issues (1)                              |              |     |     |     |     |     |     |     |     |     |     |     |
| <b>SERVICE:</b>   |              |     |     |     |     |     |     |     |     |     |     |     |
| Unresolved complaints from more than 1% of households (3)       |              |     |     |     |     |     |     |     |     |     |     |     |
| Failure to stock WIC food (3)                                   |              |     |     |     |     |     |     |     |     |     |     |     |
| Storage, refrigeration problems (3)                             |              |     |     |     |     |     |     |     |     |     |     |     |
| < 4 X month deliveries w/o D.O. approval (3)                    |              |     |     |     |     |     |     |     |     |     |     |     |
| Arranging client drop-offs w/o DO approval (3)                  |              |     |     |     |     |     |     |     |     |     |     |     |
| Substituting (other WIC foods = 2; other than WIC foods = 4)    |              |     |     |     |     |     |     |     |     |     |     |     |
| Refusing on-site monitoring (10)                                |              |     |     |     |     |     |     |     |     |     |     |     |
| Customer service:   |              |     |     |     |     |     |     |     |     |     |     |     |
| Fair treatment of clients (10)                                  |              |     |     |     |     |     |     |     |     |     |     |     |
| Confidentiality of clients (10)                                 |              |     |     |     |     |     |     |     |     |     |     |     |
| Communication & cooperation w/DO &/or CO &/or Participants (10) |              |     |     |     |     |     |     |     |     |     |     |     |
| <b>FINANCIAL:</b>   |              |     |     |     |     |     |     |     |     |     |     |     |
| Financial solvency (5)  |              |     |     |     |     |     |     |     |     |     |     |     |
| <b>TOTAL POINTS PER MONTH:</b>                                  |              |     |     |     |     |     |     |     |     |     |     |     |
| <b>TOTAL ACCUMULATED POINTS:</b>                                |              |     |     |     |     |     |     |     |     |     |     |     |
| <b>VENDOR NAME:</b>   | <b>YEAR:</b> |     |     |     |     |     |     |     |     |     |     |     |

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## Instructions for High Risk Worksheet

### PAPERWORK

**Billing errors:** (1) = two mistakes; (2) = >2 mistakes. Includes incorrect prices incorrect calculations, and not rounding up.

**Quantity discrepancies:** Discrepancies between billed and authorized; billing for more than authorized.

**Formula inventory:** No inventory submitted for billing month, accountability for all formula received including damaged or returned formula.

**More than 5% of PODs on mid-month Report 6:** 5% of PODs not accounted for on mid-month reports (PODs on report 6)

**Response to mid-month reports:** Failure to respond (2). Incomplete response (1) - not indicating complete information or incorrect credit on reports.

**Billing for PODs ineligible for payment:** Requesting payment for PODs that should not have been delivered. Submitting PODS as al delivered that are voids or partials. Submitting PODs with false signatures.

**Final adjustment:** Greater than 1% of adjusted month's bill.

**Dairy Notification List:** (1) Late submissions (2) No submission.

### SERVICE

**Complaints from more than 1% of households:** Documented delivery problems for more than 1% of vendor's households.

**Failure to stock WIC foods:** Vendor not ordering and stocking an adequate supply of WIC food items to serve all participants in a timely manner. It is the vendor's responsibility to locate and purchase adequate product at all times.

**Storage, refrigeration problems:** Poor product quality due to improper refrigeration, storage, or transportation protocols.

**Less than 4 times per month delivery:** The local District Office must pre-approve all deliveries of less than 4 times per month except baby packages. Vendor must send a list of these participants to Central Office. Vendor and District Office must maintain and update this list.

**Arranging Client Drop Offs without District Office Approval:** The local District Office must pre-approve all drop off arrangements made at the request of a vendor. This information is then data entered into the computer by the District Office.

**Substituting:** Other WIC foods: Examples include delivering 2% instead of whole milk, Osimil instead of Similac formula, etc. Other Than WIC Foods: Examples include leaving chocolate milk for whole milk, cottage cheese for cheddar, etc.

**Refusing on-site monitoring/ Training:** Vendor not allowing WIC Central Office to inspect storage facilities and trucks. Vendor refusing training.

#### Customer Service:

- All participants must be treated with the same courtesy, fairness and respect.
- The confidentiality of a participant must be protected at all times.
- The vendor must communicate with District Office, Central Office and participants, and must be willing to discuss and resolve situations that arise.

### FINANCIAL

**Financial Solvency:** Maintaining good financial standing with suppliers, state and federal tax department

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# Vermont WIC Vendor Handbook

## Chapter 10: Vendor Violations, Sanctions and Appeals

|   |          |
|---|----------|
| <b>1 State Responsibility Regarding Vendor Violations and Sanctions .....</b> | <b>1</b> |
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### 1 STATE RESPONSIBILITY REGARDING VENDOR VIOLATIONS AND SANCTIONS

WIC Vendors are subject to two types of sanctions in the event of a violation of WIC regulations and/or policies:

- Violations defined in federal statutes and regulations are subject to mandatory federal penalties and sanctions. Mandatory sanctions are federal penalties and shall constitute grounds for disqualification from the WIC Program for a minimum of one (1) year and up to permanent disqualification.
- Violations defined in state policy are subject to sanctions as established by the state. The State Agency's decisions are based on the nature and severity of the program violations and such other factors as the state determines appropriate. State sanctions are penalties that shall constitute grounds for disqualification from the WIC Program, fines, mandated training, and/or the submission of a corrective action plan. State sanctions will not be added to a mandatory sanction within the same investigation unless a mandatory sanction from the same investigation is not upheld on appeal.

The Vermont Department of Health WIC Program (VT WIC) may initiate administrative action to disqualify or assess a fine against a Vendor for non-compliance on the basis of one incidence of a violation or a pattern of violations. An incidence is defined as one isolated event in a single point in time or any single occurrence of a violation. A pattern is defined as two or more incidences of a violation.



### 2 RETAIL VENDOR POLICIES

#### 2.1 Violations and Sanctions

1. Vendor sanctions shall include the following:
  - a. Violations alleged and sanction points issued by the State Agency shall be subject to appeal by the vendor in accordance with 7 CFR 246.18, and procedures described in the VT WIC Retail Vendor Handbook.

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- b. The State Agency shall provide written notice of warning of initial violation for violations requiring a pattern of occurrences in order to impose a sanction prior to documenting another violation unless the State Agency determines that notifying the vendor will compromise an investigation as described in Section A8 below;
  - c. Except for those violations committed in accordance with Section H below, the State Agency shall:
    - i. Issue sanction points in accordance with violations listed Sections B through F below; and
    - ii. Notify the vendor in writing of the imposition of sanctions or the assignment of sanction points and the specific violation(s) for which they were assigned;
  - d. Except for violations as listed in Sections F, G, and H, the State Agency shall apply the period of vendor disqualification in accordance with Section A5 below using violation category description in Sections B through J to apply sanction points and retention of these points;
  - e. When a vendor has been assigned sanction points, the following shall apply:
    - i. When a vendor has accumulated fewer than 6 sanction points, the State Agency shall not disqualify that vendor from participation as a WIC vendor;
    - ii. Except as allowed by A5a. above, the State Agency shall disqualify a vendor from participation as a WIC vendor for a period of one calendar month for each sanction point; and
    - iii. The sanction points shall be retained on the vendor's record in accordance with Sections B through J;
  - f. Except for violations listed in E through H, the State Agency shall:
    - i. Waive sanction points based on evidence of one-time error and the absence of current sanction points for a specific violation; and
    - ii. Notify the vendor in writing of waived sanction points;
  - g. Notwithstanding the above, a second occurrence subsequent to vendor receipt of the warning within a 12-month period shall result in restoration of waived sanction points as originally accrued;
  - h. Accordance with 7 CFR 246.12(l)(1)(xii), if the State Agency is investigating an allegation that a vendor has committed at least one violation as described Section F, and if during that investigation the State Agency verifies that the vendor has committed a less serious violation or violations set forth in B through E, the State Agency shall:
    - i. Not provide the vendor with warning or impose sanction points for the less serious violation prior to the completion of the single investigation;
    - ii. Include in the notice of proposed disqualification all violations found in the course of the single investigation and the vendor's opportunity to request an administrative hearing; and
    - iii. Include in the notice of proposed disqualification that the vendor shall be disqualified for the most serious federally mandated violation if at the conclusion of the single investigation the State Agency determines that the vendor has committed a violation set forth in the VT WIC Vendor Handbook;

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- i. Vendors may appeal or request an administrative hearing in accordance with the VT WIC Vendor Handbook and 7 CFR 246.18;
  - j. In accordance with 7 CFR 246.12(l)(1)(viii), the State Agency shall not accept voluntary withdrawal or use non-renewal of the vendor agreement instead of disqualification, but shall enter the disqualification on the record;
  - k. Disqualification shall include rendering any current vendor agreement inactive;
  - l. Vendors who are disqualified for any reason shall be required to reapply in writing;
  - m. Previously disqualified vendor who is reauthorized within one year of the end of the period of disqualification shall be assigned 3 sanction points to be retained for a period of 12 months following the date of reauthorization;
  - n. Prior to imposing a disqualification, the State Agency shall determine whether the disqualification would result in inadequate participant access;
  - o. With the exception of A16 below, when the State Agency determines, in accordance with A14 above, that a disqualification of a vendor would result in inadequate participant access, the State Agency shall impose a civil money penalty in lieu of disqualification as allowed by 7 CFR 246.12(l)(1)-(2);
  - p. A civil money penalty shall not be imposed by the State Agency in lieu of disqualification when the vendor has violated Section F1, or violated Section F2 through F4 three (3) or more times;
  - q. In accordance with 7 CFR 246.12(l)(1)(x), the amount of a civil money penalty shall equal 10% of the average monthly WIC redemptions for the most recent 6 month period multiplied by the number of months for which the vendor would have been disqualified;
  - r. The civil money penalty issued in accordance with Section A17 above shall not exceed \$10,000 for each violation;
  - s. In accordance with 7 CFR 246.12(l)(1)(x)(C), if multiple violations are revealed by a single investigation, the State Agency shall impose a civil money penalty, not to exceed \$40,000, if disqualification would result in inadequate participant access;
  - t. If a vendor does not fully pay a civil money penalty within 30 days of the notice of sanction, the vendor shall be disqualified:
    - i. For the length of the disqualification corresponding to the violation for which the civil money penalty was assessed; or
    - ii. For a period corresponding to the most serious violation in cases where a mandatory sanction included the imposition of multiple civil money penalties as a result of a single investigation;
  - u. When a vendor who had previously been assessed a sanction based on a violation as listed in F2 through F4 receives another sanction based on having committed the same or other violation as listed in the same section, the State Agency shall double the sanction for the second violation;
  - v. Civil money penalties shall only be doubled up to \$10,000 and \$40,000 as limited by A17 through A20 above;
  - w. When a vendor, who had previously been assessed 2 sanctions based on violations F2 through F4, receives another sanction based on having committed the same or other violations as listed in F2 through F4, the State Agency shall double the sanction for the third violation;

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- x. In accordance with 7 CFR 246.12(l)(1)(vi), the State Agency shall not impose a civil money penalty in lieu of disqualification for committing a third violation even if inadequate participant access would result;
  - y. The State Agency shall treat a fourth or subsequent violation in the same manner as the third except that the sanction shall be doubled; and
  - z. Money received by the State Agency as a result of civil money penalties assessed against a vendor shall be considered program income in accordance with 7 CFR 246.15(b).

## 2. Category I Violations

Category I violations shall be considered vendor errors when uncovered by the State Agency during the payment reconciliation processing of food instruments and shall be taken into consideration at the time of authorization and reauthorization.

- a. Category I violations shall accrue no sanction points but shall result in non-payment of the EBT transaction during which the violation occurred.
- b. Category I violations shall consist of the following: [RESERVED]

## 3. Category II

- a. Category II violations shall accrue 2 points per violation to be retained for 12 months.
- b. Category II violations shall consist of the following:
  - i. Failure to provide promotional specials or accept manufacturer or store coupons for WIC purchases, except that cash-only promotions may be denied to participants if denied to other customers using EBT, gift, credit or debit cards or personal checks for payment;
  - ii. Failure to provide security during the redemption process preventing the unauthorized disclosure of participant PIN numbers
  - iii. Failure to make staff available for training in program rules and procedures;
  - iv. Allowing untrained personnel to accept and process WIC EBT redemptions
  - v. Failure to clearly indicate the retail price of all WIC approved items, either individually on each item or at the shelf or point of display.

## 4. Category III

- a. Category III violations shall accrue 3 points per violation to be retained for 18 months.
- b. Category III violations shall consist of the following:
  - i. Contacting participants in an attempt to have them return to the store to fix a vendor error or to seek reimbursement for food costs not paid by the State Agency;
  - ii. Accepting the return of items purchased with a cash value benefit card for cash or credit towards other purchases;
  - iii. Requiring cash purchases in order to redeem WIC benefits;
  - iv. Requiring participants to use special checkout lanes, except that participants may be limited from cash-only or maximum item lanes if other customers using EBT, gift, credit or debit cards for payment are also so limited.

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5. Category IV violations

- a. Category IV violations shall accrue 12 points per violation and result in a 1 year disqualification.
- b. Category IV violations shall consist of the following:
  - i. Failure to allow State Agency or local agency representatives to complete on-site monitoring;
  - ii. Failure to pay claims for unauthorized costs assessed by the State Agency;
  - iii. Providing false information on the WIC vendor application or agreement;
  - iv. Providing false information regarding ownership or eligibility under the selection criteria.

6. Federally mandated sanctions shall include:

- a. A vendor convicted in court for the crime of trafficking in food instruments or for 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 food instruments shall be permanently disqualified from program participation, effective on the date of receipt of the notice of disqualification;
- b. A vendor shall be disqualified from program participation for 6 years for a single incidence of buying or selling cash value benefit cards for cash trafficking or a single incidence of selling firearms, ammunition, explosives, or controlled substances as defined in section 102 of the Controlled Substances Act, 21 U.S.C 802, in exchange for food instruments;
- c. A vendor shall be disqualified for 3 years for:
  - i. A single incidence of the sale of alcohol or alcoholic beverages or tobacco products in exchange for cash value benefit; or
  - ii. A pattern of 3 or more incidences within a 12-month period of:
    - 1) Charging the State Agency more for an authorized supplemental food than non-WIC customers or charging the State Agency more than the current shelf price permitted under the vendor agreement; OR
    - 2) Receiving, transacting or redeeming cash value benefits outside authorized channels, including the use of an unauthorized vendor or an unauthorized person;
    - 3) Charging the State Agency for supplemental food not received by the participant; or
    - 4) Providing credit or non-food items in exchange for food instruments;
- d. A vendor shall be disqualified for one year for a pattern of 3 or more incidences within a 12 month period of providing unauthorized food items in exchange for cash value benefits, including charging for supplemental food provided in excess of those listed on the food instrument;
- e. In accordance with 7 CFR 276.12(l)(1)(vii) a vendor who has been disqualified from the 3SquaresVT/Supplemental Nutrition Assistance Program shall:
  - i. Be disqualified from WIC program participation for the same length of time as the 3SquaresVT/Supplemental Nutrition Assistance Program disqualification; and

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- ii. Not appeal the WIC program disqualification to federal administrative or judicial tribunals;
  - f. A vendor who has been assessed a 3SquaresVT/Supplemental Nutrition Assistance Program civil money penalty for hardship in lieu of disqualification from the 3SquaresVT/Supplemental Nutrition Assistance Program shall be disqualified from WIC program participation, the length of which shall correspond to the period for which the vendor would otherwise have been disqualified in the 3SquaresVT/Supplemental Nutrition Assistance Program ; and
  - g. In accordance with 7 CFR 246.12(l)(2)(ii)B., if the State Agency determines that disqualification of the vendor for (6) above would result in inadequate participant access, the vendor shall not be disqualified and a civil money penalty shall not be imposed.
- 7. Failure to meet rules or standards of another state agency or local health agency which results in suspension of license shall result in a disqualification period not to exceed the federal limit as cited in 7 CFR 246.12(l)(2)(i) of one year in length and remain in effect until such rules or standards are met and license reinstated.
  - 8. A vendor who is disqualified from participation in another program administered by the state shall be disqualified for a period not exceeding one year from program participation for an equal number of months as the other program disqualification.

## **2.2 Notices and Appeals**

- 1. Fair hearing procedures shall comply with the administrative review process as described in 7 CFR 246.18 and the appeals process described in this Handbook.
- 2. In accordance with 7 CFR 246.18(a) (2), except for disqualifications based on violations described in F1 above, which shall become effective on the date of receipt of the notice of adverse action, the vendor shall be provided 15 days to request an administrative hearing after the notice has been received by the vendor.
- 3. Except for violations described in F1, sanctions shall not be imposed pending an administrative hearing decision.
- 4. Disqualification from the WIC program, in accordance with Section F5 above, shall not be subject to federal administrative or judicial appeal under WIC program rules in accordance with 7 CFR 246.12(l) (1) (vii).
- 5. Disqualification from the WIC program shall result in disqualification from the 3SquaresVT/Supplemental Nutrition Assistance Program in accordance with 7 CFR 278.6(e) (8).
- 6. In accordance with 7 CFR 246.18(b) (4), vendors shall have at least one opportunity to reschedule a previously scheduled hearing.
- 7. Within 90 days of receiving the vendor request for an administrative review, the State Agency shall provide the vendor with a written notification of the review decision.
- 8. In accordance with 7 CFR 246.18(a) (2) and (e), the sanctions shall be effective on the date the vendor receives written notification of the review decision if the adverse action has not previously taken effect.
- 9. The State Agency shall not be responsible for losses incurred by the vendor as a result of adverse action taken by the State Agency.

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10. A full administrative review shall be provided for:

- a. Denial of authorization or reauthorization based on failure to meet federal or State Agency established vendor selection criteria;
- b. Termination of an agreement for cause;
- c. Termination of an agreement because of ownership or location change or store closing;
- d. Any disqualification of a vendor by the State Agency, including:
  - i. Disqualification based on the imposition of a 3SquaresVT/Supplemental Nutrition Assistance Program civil money penalty for hardship;
  - ii. Disqualification based on a mandatory sanction imposed by another WIC state agency; and
  - iii. Disqualification based on Section F1 above;
- e. Imposition of a civil money penalty in lieu of disqualification by the State Agency

11. In accordance with 7 CFR 246.18(a)(1)(iii), the following shall not be subject to administrative reviews:

- a. The State Agency's determination of whether a vendor had an effective policy and program in effect to prevent trafficking and that the ownership of the vendor was not aware, did not approve of, and was not involved in the violation;
- b. The validity or appropriateness of the State Agency's vendor selection criteria ;
- c. The validity or appropriateness of the State Agency's participant access criteria and the State Agency's participant access determinations;
- d. WIC disqualification based on a 3SquaresVT/Supplemental Nutrition Assistance Program disqualification;
- e. Expiration of the vendor agreement; and
- f. Disputes regarding food instrument payments and claims.

### **3 HOME DELIVERY VENDOR POLICIES**

See Chapter 9, Section 3.7 Investigations

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# Vermont WIC Vendor Handbook

## Chapter 11: Confidentiality and Civil Rights

### 1 CONFIDENTIALITY

#### 1.1 Retail Vendor Confidentiality Requirements

Retail Vendors are required by the Retail Vendor Agreement to comply with Payment Card Industry (PCI) standards for confidentiality and security.

#### 1.2 Home Delivery Vendor Confidentiality Requirements

In the course of their work, Home Delivery Vendors obtain a significant amount of confidential and personal information about WIC program participants. The purpose of this section of the Handbook is to establish a code of conduct to safeguard this confidential information about individuals and families, and to specify disciplinary actions for proven violations of confidentiality.

Home Delivery Vendors must comply with 7 Code of Federal Regulations (CFR) Part §246.26(d) which protects the confidentiality of the information obtained from program applicants and participants and restricts the disclosure of such information to certain individuals. A Home Delivery Vendor must also comply with the Agency of Human Services' Final Adopted Rule for Access to Information.



This code of conduct applies to all Service Providers and contractors associated with the Agency of Human Services.

##### **1.2.1 Basic Principles**

###### **1.1.2.1 Presumption of Confidentiality**

All information specific to, and identifying of, individuals and families is presumed to be confidential and subject to the standards as outlined in 7 CFR §246.26(d) and the Agency of Human Services Final Adopted Rule for Access to Information (AHS 96-1). (Copies of these rules are available from the WIC State Office on request.)

###### **2.1.2.1 Provision of Confidentiality Policies and Training**

The contractor must have written policies and procedures to ensure confidentiality for WIC participants. The policies must address the following: Information Collection, Response to Requests for Information, Security of Records, and Employee Training. A template to assist the vendor in writing required confidentiality policies and procedures is available from the WIC State Office upon request. Confidentiality protections will be reviewed during all vendor site visits and audits.

###### **3.1.2.1 Information Collection**

Home Delivery Vendors and their employees shall collect and record only that information needed to fulfill the goal of serving the client and meeting administrative or legal obligations.

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#### **4.1.2.1 Response to Requests for Information**

Home Delivery Vendors and their employees shall not respond to requests from outside the WIC Program for information about clients even to acknowledge that the person is a client unless authorized. If you have questions about whether you may release information, call WIC State Office with the request.

No information about a client shall be used or shared unless directly connected with the administration of the WIC program. For example, vendors may share information with district office and central office personnel which is necessary for food delivery to WIC participants. Vendors may not share client information with friends, family or other businesses.

#### **1.2.2 Security of Records**

All client-identifying files, records and information, including printed and computerized information maintained and stored by the Contractor, shall be appropriately secured so as to prevent unauthorized disclosure or release of information.



Each contractor must have a written protocol which addresses storage, controlled access and security of vendor records containing person-identifying information which is consistent with the requirements of this rule. All employees of the contractor must be trained according to this protocol.

The protocol shall be designed to safeguard written information, data in computer systems, and verbal exchange of information. The protocol shall prohibit unauthorized access to records and include an appropriate disciplinary process for violations of the security rules.

Disposition method of outdated PODs and reports with identifying information must be approved by Central Office.

#### **1.2.3 Employee Training**

Home Delivery Vendors are responsible for ensuring that employees receive confidentiality training in accordance to contractor's policy. This includes all employees who will have contact with and/or access to confidential information. Employees shall be trained in the Contractor's confidentiality policies and procedures before the beginning of employment or contract work. This training shall be documented in the appropriate personnel and contract file.

An Affirmation of Understanding for Access to Information for this purpose is included at the end of this section for this purpose.

#### **1.2.4 Standards of Conduct**

Every contractor is expected to:

- Comply with all confidentiality policies, principles, and procedures.
- Share information concerning clients only in a context as permitted by this code of confidentiality.
- Share information concerning clients in an environment that ensures security and privacy of the individuals' information.
- Refrain from using any confidential information as a means for making private profit.

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- Refrain from using professional position or employment status or gather information for personal reasons, use or gain.
  - Train all employees in these areas.

Any contract holder who violates these standards of conduct will be subject to a warning or possible immediate termination of contract for breach of this policy.

## **2 CIVIL RIGHTS**

### **2.1 Requirement**

Vermont WIC Retail and Home Delivery vendors and their employees shall treat all WIC Customers equally, with courtesy and respect.

### **2.2 Vermont WIC Nondiscrimination Statement**

The United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) and the Vermont WIC Nutrition Program are committed to assuring that WIC Services are guided, in part, by Title VI of the 1964 Civil Rights Act. Title VI states that “no person in the United States shall be discriminated against on the grounds of race, color or national origin, sex, age, religion or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity.”

The Vermont Department of Health WIC Program provides WIC benefits without regard to race, color, national origin, age, sex or disability.

This means that on the basis of race, color, national origin, sex, age and disability, no individual will be:

1. Denied service or other benefits provided under the program.
2. Provided any service or benefits in a different manner from that provided to others under the program.
3. Subjected to segregation or separate treatment in any matter related to receipt of services under the program.
4. Restricted in the enjoyment of any advantage or privileges enjoyed by others receiving services under the program.
5. Treated differently from others in the determination of enrollment, admission or eligibility for any services or other benefits under the program.



### **2.3 Employee Training**

Home Delivery Vendors are responsible for ensuring that employees receive Civil Rights training in accordance to this policy. Employees shall be trained in the laws and regulations pertaining to Civil Rights protections for the WIC Program before the beginning of employment or contract work. This training shall be documented in the appropriate personnel and contract files.

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## VERMONT WIC VENDOR HANDBOOK

### Chapter 12: Complaints Against Participants

WIC participants are not permitted to cause a disturbance in a Retail Vendor store, abuse your employees or violate the procedures for redeeming their WIC EBT benefits. Likewise for Home Delivery Vendors, WIC participants are not permitted to cause a disturbance in relation to a food delivery, abuse your employees or violate the procedures for receiving home delivery.

If you have a complaint about a WIC participant please call the Vendor Liaison in your community's District Office immediately. To find the District Office closest to you, go to: [http://www.healthvermont.gov/local/district/district\\_office.aspx#find](http://www.healthvermont.gov/local/district/district_office.aspx#find)

When you call, ask to speak with the Vendor Liaison. If possible, provide the participant's name and ID Number, and as many details of the incident as possible.

District Office staff will make sure the appropriate action is taken.

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## VERMONT WIC VENDOR HANDBOOK

### Chapter 13: FAQ for Retail Vendors

#### 1 THE APPLICATION PROCESS FOR AUTHORIZATION

##### How do I get an application to become an authorized VT WIC retail vendor?

Application forms and information are available by emailing [phenry@vdh.state.vt.us](mailto:phenry@vdh.state.vt.us).

Please review the Selection Criteria (below) before completing the Application Form online. Also, please be aware that only as many Retail Vendors will be authorized as are needed to provide WIC participants with adequate access to fresh fruits and vegetables.

You may also contact the State WIC Office to request an application packet.

VT Department of Health, WIC Program  
PO Box 70  
Burlington, VT 05402-0070

##### What is my role as a retail vendor?

Authorized WIC retail vendors enable WIC participants to redeem their Cash Value Voucher EBT benefits (CVB) for nutritious fruits and vegetables. The WIC Retail Vendor Agreement, available on the WIC website, details all responsibilities, sanctions and penalties. By completing the Application, you are agreeing to follow state and federal WIC regulations as outlined in the WIC Retail Vendor Agreement.

The CVB benefits can be used by WIC participants only for fruits and vegetables allowed by the VT WIC Program. The remainder of the WIC food package will continue to be distributed by a home delivery program.

##### What types of fruits and vegetables are authorized on WIC?

Generally speaking, allowed foods include any organic OR non-organic fresh, canned or frozen fruit or vegetable, EXCEPT potatoes, AND EXCEPT fruits or vegetables prepared with added sugars, fats, oils, or salt. More specifically, the authorized foods include:

- Any variety of fresh whole or cut fruit without added sugars.
- Any variety of fresh whole or cut vegetable, except potatoes, without added sugars, fats, or oils (orange yams and sweet potatoes are allowed).
- Any variety of canned fruits (must conform to FDA standard of identity (21 CFR part 145); including applesauce, juice pack or water pack without added sugars, fats, oils, or salt (i.e. sodium).
- Any variety of frozen fruits without added sugars.
- Any variety of canned or frozen vegetables (must conform to FDA standard of identity (21 CFR part 155)) except potatoes; without added sugars, fats, or oils. May be regular or lower in sodium.

##### What selection criteria must be met to be a retail vendor?

Retail vendors must meet the following WIC selection criteria:

1. Store is physically located within Vermont.

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2. There is need for a WIC authorized retailer in the area to assure participant access to WIC authorized fruits and vegetables.
  3. Retailer currently participates in, and is not disqualified from, 3SquaresVT/SNAP and has no 3SquaresVT/SNAP violations.
  4. Retailer has no serious WIC vendor violations in other states.
  5. Retailer may not be authorized if the current owners, officers, or managers have been convicted of or have had a civil judgment during the last 6 years for the following:
    - fraud, antitrust violations, embezzlement, theft,
    - forgery, bribery, falsification or destruction of records,
    - making false statements, receiving stolen property,
    - making false claims, or obstruction of justice.
  6. Retailer must have the ability to maintain adequate stock of fresh WIC authorized food items. Retailers must stock at a minimum:
    - At least two fresh fruits AND
    - At least two fresh vegetables AND
    - At least two frozen or canned fruits, AND
    - At least two frozen or canned vegetables.
  7. Retailer must provide a full line of grocery items, including meat, dairy, produce, (fresh, frozen and/or canned) and dry goods. (Smaller stores, with limited variety and inventory, may be authorized only if they meet all other criteria and State determines authorization is necessary to ensure participant access.)
  8. Retailer must be open at least 8 hours per day, 6 days per week.
  9. Retailer successfully completes on-site visit requirements.

#### **What if I have multiple retail locations?**

Grocery retailers must submit a master application with an addendum listing each store location for which authorization is sought. A master agreement applying to all authorized locations will be signed by the state and by a store representative who has legal authority to obligate the retailer to the WIC Vendor Agreement for all locations.

#### **What is a completed application and how long do I have to return it?**

An application is considered complete when all forms are fully and accurately completed, forms are signed by a legal authority of the retail vendor, and all other required documentation has been submitted. The application must be received within 60 days of the initial request for an application.

#### **How long does the application review take?**

The WIC State Office will review each application within 14 working days of receipt and determine whether the retail vendor meets the selection criteria in the Vendor Handbook. The WIC State Office may, at its discretion, request a retail vendor to resubmit or complete an application if the application is incomplete and determination of eligibility cannot be made.

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If the application shows that the retail vendor does not meet one or more of the selection criteria, the WIC State Office shall deny the application. If the application indicates that the retail vendor would qualify, the WIC State Office shall make an on-site visit to verify the information in the application is accurate.

### **What is an on-site visit?**

WIC staff will contact the retail vendor to make an appointment for an on-site review. During this visit they will:

- Verify the information contained in the application.
- Explain the VT WIC Program regulations that retail vendors must follow, and
- Provide training on how to complete a valid WIC transaction.

The manager and person responsible for store associate training must allow time at this appointment for training to be completed (approximately 60 minutes.)

In the case of a chain store application, each store location will be visited to verify information in the application, but the chain store may be responsible for training managers and cashiers at each authorized location.

### **What is a WIC Retail Vendor Agreement?**

The Retail Vendor Agreement is an agreement between the State WIC program and the retail vendor that details the responsibilities of the retail vendor and the state, and the sanctions and penalties for non-compliance. Upon the submission of a complete application and a successful on-site visit, the WIC State Office and the retail vendor will sign the WIC Retail Vendor Agreement. Once the agreement is executed the vendor will be authorized to accept WIC EBT cards for purchases and settle WIC claims using the state's EBT system.

### **What is the length of the WIC Vendor Agreement?**

Vendors must complete a new application and sign a new WIC Vendor agreement every three years to continue accepting WIC EBT. The WIC Vendor Agreement will expire at the earliest of the following events:

- The date specified in the WIC Vendor Agreement is reached,
- Ownership of the business named in the WIC Vendor Agreement changes,
- The Vendor ceases operation, or
- The WIC Vendor Agreement is terminated for program violations.

## **2 PARTICIPATING AS A VERMONT WIC VENDOR**

### **What is Vendor Training?**

Prior to final authorization of retail vendors, a representative of the WIC State Office must train store associates who will be handling WIC EBT transactions or who have been designated as store trainers. Vendors shall be responsible for ensuring that all store associates who will be handling WIC food instruments are trained.

Thereafter, the State WIC Office will provide annual training to retail vendors at all locations via newsletters, electronic bulletins and other means. Every three years all retail vendors are required to participate in at least one "interactive training," which will be conducted in person, at a regional meeting or by teleconference. Interactive training allows active discussion, question/answer and other forms of direct interaction between vendors and the state WIC Office. (This requirement can be satisfied through attendance

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by a chain grocer's training staff, as long as the corporation attests that all local staff will receive corporate-sponsored interactive training as well.)

**If we are off-line, do we use the Manual Voucher process used for SNAP EBT?**

No. VT WIC will not use a Manual Voucher process. In this regard, the WIC CVB benefit is like any other bank debit or check card. The participant may choose to use cash or if eligible, the manual food stamp system, or may return at another time to use the WIC EBT card.

**If we're having problems with the EBT system, whom do we call?**

If the problem is with the electronic system itself (e.g. won't read any cards, system error messages, settlement problems, etc), called the EBT Retail Vendor Hotline: 1-800-831-5235.

**The Vendor Agreement lists as a sanctionable act the "Failure to provide security during the redemption process preventing the unauthorized disclosure of participant PIN numbers." What security does the state expect vendors to provide?**

VT WIC will consider a vendor to be in compliance if the vendor has taken the steps necessary to comply with Payment Card Industry (PCI) standards.

**If a customer returns their fruit and vegetables and needs a refund, do we just refund to the EBT card?**

No refunds are allowed under the WIC program. The participant may exchange spoiled or damaged foods for an identical item, with receipt for original WIC EBT purchase. This will be explained to WIC participants and Retail Vendors in the required training and included in the shopping instructions provided to participants.

**What if a WIC participant uses a WIC card at an unauthorized store?**

WIC participants will be given a list of authorized stores and instructed to use authorized stores. Participants will be trained to show the WIC card to the cashier to identify the transaction as a WIC transaction before swiping the card in the POS terminal. Cashiers at unauthorized stores should inform the WIC participant at that time that the store is not authorized. VT WIC will work with retail grocer industry groups and others to inform unauthorized grocers of the penalties for transacting WIC EBT purchases.

VT WIC will receive daily transaction reports identifying both the retail vendor and WIC participant for each CVB transaction, to audit for unauthorized transactions. VT WIC will take action as necessary to recover unauthorized use of CVB benefits.

**What if I sell my business?**

If ownership of an authorized vendor changes during the agreement period, the WIC Vendor Agreement becomes void. The new owner must file an application and be authorized prior to accepting WIC food instruments.

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## VERMONT WIC VENDOR HANDBOOK

### Chapter 14: Retail Vendor Advisory Council

The WIC State Office convenes a Grocer Work Group on a monthly basis to communicate updates and changes, to seek input, and to address any problems and concerns during implementation of the WIC Cash Value Voucher benefit.

Following successful implementation, Vermont WIC will convene an ongoing Retail Vendor Advisory Council to meet semi-annually, or more frequently as needed, to continue to address issues of common concern. Meetings will be face-to-face or by conference call, depending on issues to be addressed.

Representatives of the Department for Children and Families will be invited to participate, as will representatives of the Vermont Grocers Association, and FNS regional office (NERO).

If you are interested in participating in the Retail Vendor Advisory Council, contact [phenry@vdh.state.vt.us](mailto:phenry@vdh.state.vt.us) for more information.



# **Vermont WIC Vendor Handbook**

## **Chapter 15: Home Delivery Forms and Notices**

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VDH-101e Instructions - Guidelines For WIC Vendor Notice

VDH-102e - Client Information Form

VDH-102e Instructions - Guidelines For Client Information Form

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VDH 118C - Reminder Of Final Delivery Unless Pod Is Returned

VDH 119c - Notice Of No Delivery Until Pod Is Returned

H 146c – VIA Worksheet

2009 Monthly POD Shipment Schedule

Sample notices about dogs and coolers

REPORT 1 - FOOD VERIFICATION TOTALS BY DISTRIBUTOR/FAMILY  
DISTRIBUTOR LIST

DISTRIBUTOR: [REDACTED]

DISTRIBUTOR CODE: [REDACTED]

DELIVERY MONTH/YEAR: JULY / 2009

FOR FIELD OFFICE: [REDACTED]

| FAMILY<br>ID | HEAD OF<br>HOUSEHOLD | FORM<br>NO. | # IN<br>FAM |
|--------------|----------------------|-------------|-------------|
| 071830       | [REDACTED]           | 0454        | 2           |
| 081670       | [REDACTED]           | 0455        | 2           |
| 086118       | [REDACTED]           | 0456        | 3           |
| 082707       | [REDACTED]           | 0457        | 1           |
| 080037       | [REDACTED]           | 0458        | 2           |
| 075037       | [REDACTED]           | 0459        | 2           |
| 079181       | [REDACTED]           | 0460        | 1           |
| 055885       | [REDACTED]           | 0461        | 1           |
| 081053       | [REDACTED]           | 0462        | 2           |
| 035857       | [REDACTED]           | 0463        | 1           |
| 020676       | [REDACTED]           | 0464        | 1           |
| 084577       | [REDACTED]           | 0465        | 1           |
| 069309       | [REDACTED]           | 0466        | 4           |
| 080010       | [REDACTED]           | 0467        | 1           |
| 070193       | [REDACTED]           | 0468        | 1           |
| 085956       | [REDACTED]           | 0469        | 1           |
| 083128       | [REDACTED]           | 0470        | 2           |
| 072953       | [REDACTED]           | 0471        | 2           |
| 057001       | [REDACTED]           | 0472        | 2           |
| 063658       | [REDACTED]           | 0473        | 2           |
| 080678       | [REDACTED]           | 0474        | 1           |

REPORT 1 - FOOD VERIFICATION TOTALS BY DISTRIBUTOR/FAMILY  
DISTRIBUTOR LIST

DISTRIBUTOR: [REDACTED]

DISTRIBUTOR CODE: [REDACTED]

DELIVERY MONTH/YEAR: JULY / 2009

FORMS 589

CLIENTS 869

## PRODUCT TOTALS:

|                 |        |
|-----------------|--------|
| WHOLE MILK      | 4085   |
| LOW-FAT MILK 1% | 2948   |
| LACTOSE MILK W  | 124    |
| LACTOSE MILK L  | 134    |
| LOW-FAT MILK 2% | 5177   |
| SKIM MILK       | 621    |
| REG CONCENTRATE | 186    |
| REG POWDER      | 728    |
| SOY CONCENTRATE | 93     |
| SOY POWDER      | 213    |
| AMERICAN CHEESE | 307    |
| CHEDDAR MILD    | 224    |
| CHEDDAR SHARP   | 747    |
| LOWFAT CHEESE   | 47     |
| PEANUT BUTTER   | 471    |
| NATURAL PEANUT  | 105    |
| EGGS            | 1642.5 |
| ORANGE JUICE    | 2705   |
| APPLE JUICE     | 1472   |
| GRAPE JUICE     | 571    |
| HOT CEREAL      | 37     |
| CHEERIOS        | 305    |
| RICE CHEX       | 158    |
| HONEY O'S       | 320    |
| TOTAL GRAINS    | 51     |
| KIX             | 244    |
| MINI WHEATS     | 253    |
| INFANT RICE     | 74     |
| INFANT OATS     | 79     |
| BEANS           | 37     |
| CARROTS         | 64     |
| TUNA            | 120    |

REPORT 5 - BY DISTRIBUTOR/FAMILY  
COMPLETE POD

DISTRIBUTOR: O. A. THOMAS &amp; SONS

DISTRIBUTOR CODE: 84

DELIVERY MONTH/YEAR: 06/09

FOR FIELD OFFICE: 82

| FAMILY ID | FORM NO | MILK (QTS) |    |    |   |    |    | FORMULA CANS |    |    |    | CHEESE (LB) |    |    |    | PB | EGG | JUICE QTS. | CEREAL (BOX) |    |     |    |    | INF |     |    |    |    |    |    |    |    |    |    |    |
|-----------|---------|------------|----|----|---|----|----|--------------|----|----|----|-------------|----|----|----|----|-----|------------|--------------|----|-----|----|----|-----|-----|----|----|----|----|----|----|----|----|----|----|
|           |         | WL         | 1% | W  | L | 2% | SK | RC           | RP | SC | SP | AM          | MI | SH | LC |    |     |            | R            | N  | DOZ | OR | AP | GP  | HOT | #1 | #2 | #3 | #4 | #5 | #8 | RI | OA | BN | CA |
| 077539    | 0016    | 21         | 0  | 0  | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 1           | 0  | 0  | 0  | 1  | 0   | 2.5        | 4            | 3  | 0   | 0  | 1  | 0   | 0   | 0  | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 050875    | 0017N   | 0          | 0  | 0  | 0 | 0  | 0  | 0            | 9  | 0  | 0  | 0           | 0  | 0  | 0  | 0  | 0   | .0         | 0            | 1  | 1   | 0  | 0  | 0   | 0   | 0  | 0  | 0  | 2  | 0  | 0  | 0  | 0  | 0  |    |
| 080969    | 0018    | 0          | 0  | 18 | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 0           | 0  | 2  | 0  | 0  | 0   | 2.5        | 0            | 6  | 0   | 0  | 0  | 0   | 1   | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 082055    | 0019    | 0          | 0  | 0  | 0 | 21 | 0  | 0            | 9  | 0  | 0  | 0           | 0  | 1  | 0  | 0  | 0   | 2.5        | 2            | 1  | 1   | 0  | 1  | 0   | 1   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 076538    | 0021    | 22         | 0  | 0  | 0 | 18 | 0  | 0            | 9  | 0  | 0  | 2           | 0  | 1  | 0  | 1  | 0   | 5.0        | 8            | 3  | 3   | 0  | 0  | 1   | 1   | 1  | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 047930    | 0022    | 18         | 0  | 0  | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 0           | 1  | 1  | 0  | 0  | 1   | 2.5        | 4            | 3  | 0   | 0  | 1  | 1   | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 080639    | 0023    | 0          | 0  | 0  | 0 | 0  | 64 | 0            | 0  | 0  | 0  | 0           | 2  | 2  | 0  | 2  | 0   | 7.5        | 6            | 12 | 0   | 1  | 1  | 0   | 3   | 0  | 1  | 0  | 0  | 0  | 1  | 0  | 0  | 0  |    |
| 064627    | 0025    | 18         | 0  | 0  | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 1           | 0  | 1  | 0  | 1  | 0   | 2.0        | 4            | 3  | 0   | 0  | 0  | 1   | 0   | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 079742    | 0026    | 18         | 0  | 0  | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 0           | 0  | 2  | 0  | 1  | 0   | 2.5        | 0            | 6  | 0   | 0  | 1  | 0   | 0   | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 059678    | 0027    | 0          | 18 | 0  | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 0           | 0  | 2  | 0  | 1  | 0   | 2.5        | 2            | 2  | 2   | 0  | 1  | 0   | 1   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 081383    | 0028    | 0          | 0  | 0  | 0 | 0  | 0  | 0            | 0  | 0  | 9  | 0           | 0  | 0  | 0  | 0  | 0   | .0         | 1            | 1  | 0   | 0  | 0  | 0   | 0   | 0  | 0  | 0  | 1  | 1  | 0  | 0  | 0  | 0  |    |
| 067689    | 0029    | 0          | 0  | 0  | 0 | 21 | 0  | 0            | 0  | 0  | 0  | 1           | 0  | 0  | 0  | 1  | 0   | 2.5        | 2            | 4  | 0   | 0  | 0  | 1   | 1   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 080843    | 0030    | 0          | 0  | 0  | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 0  | 0   | .0         | 0            | 1  | 1   | 0  | 0  | 0   | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 021437    | 0031    | 0          | 0  | 0  | 0 | 0  | 0  | 0            | 9  | 0  | 0  | 0           | 0  | 0  | 0  | 0  | 0   | .0         | 1            | 1  | 0   | 0  | 0  | 0   | 0   | 0  | 0  | 0  | 0  | 2  | 0  | 0  | 0  | 0  |    |
| 051324    | 0032    | 21         | 0  | 0  | 0 | 21 | 0  | 0            | 0  | 0  | 0  | 0           | 0  | 2  | 0  | 2  | 0   | 5.0        | 0            | 10 | 2   | 0  | 1  | 1   | 0   | 1  | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 085491    | 0033    | 0          | 0  | 0  | 0 | 45 | 0  | 0            | 0  | 0  | 0  | 0           | 1  | 0  | 0  | 2  | 0   | 5.0        | 8            | 6  | 0   | 0  | 1  | 1   | 1   | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 064557    | 0036    | 0          | 0  | 0  | 0 | 21 | 0  | 0            | 0  | 0  | 0  | 0           | 1  | 0  | 0  | 0  | 1   | 2.5        | 0            | 3  | 3   | 0  | 1  | 0   | 1   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 083665    | 0037    | 0          | 0  | 0  | 0 | 0  | 0  | 0            | 0  | 0  | 9  | 0           | 0  | 0  | 0  | 0  | 0   | .0         | 0            | 2  | 0   | 0  | 0  | 0   | 0   | 0  | 0  | 0  | 2  | 0  | 0  | 0  | 0  | 0  |    |
| 043919    | 0038    | 0          | 39 | 0  | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 3           | 0  | 0  | 0  | 2  | 0   | 2.5        | 8            | 6  | 0   | 0  | 2  | 0   | 0   | 0  | 0  | 2  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 085470    | 0040    | 12         | 0  | 0  | 0 | 0  | 0  | 0            | 0  | 0  | 18 | 2           | 2  | 0  | 0  | 0  | 1   | 2.5        | 8            | 4  | 0   | 0  | 1  | 0   | 0   | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 077147    | 0042    | 18         | 0  | 0  | 0 | 16 | 0  | 0            | 0  | 0  | 0  | 2           | 2  | 2  | 0  | 2  | 0   | 5.0        | 8            | 6  | 0   | 0  | 2  | 1   | 0   | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 061652    | 0044    | 0          | 0  | 0  | 0 | 36 | 0  | 0            | 0  | 0  | 0  | 0           | 4  | 0  | 1  | 0  | 5.0 | 13         | 0            | 0  | 1   | 1  | 0  | 1   | 0   | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 067815    | 0045N   | 0          | 0  | 0  | 0 | 18 | 0  | 0            | 0  | 0  | 0  | 0           | 0  | 2  | 0  | 1  | 0   | 2.5        | 0            | 3  | 3   | 0  | 0  | 0   | 1   | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 067640    | 0046    | 0          | 0  | 0  | 0 | 12 | 0  | 0            | 0  | 0  | 0  | 3           | 1  | 0  | 0  | 1  | 0   | 2.5        | 8            | 0  | 0   | 0  | 0  | 0   | 0   | 0  | 1  | 1  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 070040    | 0047    | 15         | 12 | 0  | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 1           | 0  | 6  | 0  | 2  | 0   | 5.0        | 8            | 6  | 0   | 0  | 0  | 0   | 1   | 0  | 1  | 2  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 081248    | 0048    | 21         | 0  | 0  | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 1           | 0  | 0  | 0  | 1  | 0   | 2.5        | 4            | 3  | 0   | 0  | 1  | 0   | 0   | 0  | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 079947    | 0049    | 18         | 0  | 0  | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 1           | 1  | 0  | 0  | 1  | 0   | 2.5        | 2            | 2  | 2   | 0  | 1  | 0   | 0   | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 079336    | 0050F   | 24         | 0  | 0  | 0 | 18 | 0  | 0            | 0  | 0  | 0  | 1           | 0  | 1  | 0  | 1  | 0   | 5.0        | 4            | 6  | 3   | 0  | 0  | 0   | 0   | 1  | 2  | 1  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 045803    | 0052N   | 0          | 0  | 0  | 0 | 21 | 0  | 0            | 0  | 0  | 0  | 0           | 0  | 1  | 0  | 1  | 0   | 2.5        | 4            | 3  | 0   | 1  | 1  | 0   | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 079658    | 0053    | 18         | 0  | 0  | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 0           | 0  | 2  | 0  | 1  | 0   | 2.5        | 4            | 3  | 0   | 0  | 1  | 0   | 0   | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 065797    | 0054    | 15         | 0  | 0  | 0 | 0  | 0  | 0            | 9  | 0  | 0  | 0           | 0  | 3  | 0  | 0  | 0   | 2.5        | 2            | 0  | 2   | 0  | 1  | 1   | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 078411    | 0055    | 0          | 21 | 0  | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 1           | 0  | 0  | 0  | 1  | 0   | 2.5        | 8            | 0  | 0   | 0  | 0  | 0   | 1   | 0  | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 084443    | 0056    | 0          | 22 | 0  | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 1           | 0  | 1  | 0  | 1  | 0   | 2.5        | 4            | 3  | 0   | 0  | 0  | 0   | 1   | 0  | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 044484    | 0057    | 18         | 0  | 0  | 0 | 18 | 0  | 0            | 9  | 0  | 0  | 0           | 0  | 4  | 0  | 1  | 0   | 5.0        | 6            | 5  | 0   | 0  | 1  | 1   | 1   | 0  | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  |    |

PROGRAM: WIBA0101

DEPARTMENT OF HEALTH - WIC PROGRAM  
REPORT 5 - DISTRIBUTOR TOTALS  
COMPLETE POD

RUN DATE: 06/29/2009

DISTRIBUTOR: O. A. THOMAS & SONS

DISTRIBUTOR CODE: [REDACTED]

DELIVERY MONTH/YEAR: 04/09

TOTAL FIELD OFFICES: 5  
TOTAL FORMS GENERATED: 1805

PRODUCT TOTALS:

|                 |        |
|-----------------|--------|
| WHOLE MILK      | 11738  |
| LOW-FAT MILK 1% | 9958   |
| LACTOSE MILK W  | 336    |
| LACTOSE MILK L  | 377    |
| LOW-FAT MILK 2% | 13685  |
| SKIM MILK       | 2240   |
| REG CONCENTRATE | 806    |
| REG POWDER      | 1919   |
| SOY CONCENTRATE | 315    |
| SOY POWDER      | 599    |
| AMERICAN CHEESE | 927    |
| MILD CHEDDAR    | 737    |
| SHARP CHEDDAR   | 2092   |
| LOWFAT CHEESE   | 131    |
| PEANUT BUTTER   | 1364   |
| NATURAL PEANUT  | 315    |
| DOZS. OF EGGS   | 4803.5 |
| ORANGE JUICE    | 8535   |
| APPLE JUICE     | 3876   |
| GRAPE JUICE     | 1480   |
| OATMEAL         | 141    |
| CHEERIOS        | 941    |
| RICE CHEX       | 518    |
| HONEY OS        | 870    |
| TOTAL GRAINS    | 135    |
| KIX             | 645    |
| MINI WHEATS     | 753    |
| INFANT RICE     | 226    |
| INFANT OATS     | 233    |
| BEANS           | 133    |
| CARROTS         | 173    |
| TUNA            | 335    |

PROGRAM: WIBA0101

DEPARTMENT OF HEALTH - WIC PROGRAM  
REPORT 6 - DISTRIBUTOR TOTALS  
NO PROOF OF DELIVERY FORM

RUN DATE: 07/15/2009

DISTRIBUTOR:

DISTRIBUTOR CODE: 06

DELIVERY MONTH/YEAR: 05/09

|                        |   |
|------------------------|---|
| TOTAL FIELD OFFICES:   | 1 |
| TOTAL FORMS GENERATED: | 6 |

|                 |      |
|-----------------|------|
| PRODUCT TOTALS: |      |
| WHOLE MILK      | 39   |
| LOW-FAT MILK 1% | 22   |
| LACTOSE MILK W  | 0    |
| LACTOSE MILK L  | 0    |
| LOW-FAT MILK 2% | 40   |
| SKIM MILK       | 10   |
| REG CONCENTRATE | 0    |
| REG POWDER      | 9    |
| SOY CONCENTRATE | 0    |
| SOY POWDER      | 0    |
| AMERICAN CHEESE | 7    |
| MILD CHEDDAR    | 2    |
| SHARP CHEDDAR   | 2    |
| LOWFAT CHEESE   | 0    |
| PEANUT BUTTER   | 5    |
| NATURAL PEANUT  | 0    |
| DOZS. OF EGGS   | 13.5 |
| ORANGE JUICE    | 16   |
| APPLE JUICE     | 20   |
| GRAPE JUICE     | 0    |
| OATMEAL         | 0    |
| CHEERIOS        | 3    |
| RICE CHEX       | 1    |
| HONEY OS        | 2    |
| TOTAL GRAINS    | 0    |
| KIX             | 3    |
| MINI WHEATS     | 2    |
| INFANT RICE     | 2    |
| INFANT OATS     | 0    |
| BEANS           | 1    |
| CARROTS         | 0    |
| TUNA            | 0    |

PROGRAM: WIBA0101

DEPARTMENT OF HEALTH - WIC PROGRAM

RUN DATE: 07/15/2009

REPORT 6 - BY DISTRIBUTOR/FAMILY  
NO PROOF OF DELIVERY FORM

DISTRIBUTOR:

DISTRIBUTOR CODE: 06

DELIVERY MONTH/YEAR: 05/09

FOR FIELD OFFICE: 85

FAMILY FORM  
ID NO

082601 0275  
085092 0375  
072809 0381  
075311 N0754  
085834 N0760  
080552 N0793

PROGRAM: WIBA0101

DEPARTMENT OF HEALTH - WIC PROGRAM  
REPORT 8 - DISTRIBUTOR TOTALS  
INCOMPLETE POD/ UN-DELIVERED FOODS

RUN DATE: 06/29/2009

DISTRIBUTOR: [REDACTED]

DISTRIBUTOR CODE: [REDACTED]

DELIVERY MONTH/YEAR: 04/09

TOTAL FIELD OFFICES: 4  
TOTAL FORMS GENERATED: 195

PRODUCT TOTALS:

|                 |       |
|-----------------|-------|
| WHOLE MILK      | 771   |
| LOW-FAT MILK 1% | 624   |
| LACTOSE MILK W  | 0     |
| LACTOSE MILK L  | 18    |
| LOW-FAT MILK 2% | 641   |
| SKIM MILK       | 58    |
| REG CONCENTRATE | 0     |
| REG POWDER      | 21    |
| SOY CONCENTRATE | 0     |
| SOY POWDER      | 4     |
| AMERICAN CHEESE | 64    |
| MILD CHEDDAR    | 58    |
| SHARP CHEDDAR   | 11    |
| LOWFAT CHEESE   | 7     |
| PEANUT BUTTER   | 128   |
| NATURAL PEANUT  | 11    |
| DOZS. OF EGGS   | 192.0 |
| ORANGE JUICE    | 391   |
| APPLE JUICE     | 178   |
| GRAPE JUICE     | 101   |
| OATMEAL         | 15    |
| CHEERIOS        | 2     |
| RICE CHEX       | 4     |
| HONEY OS        | 75    |
| TOTAL GRAINS    | 5     |
| KIX             | 44    |
| MINI WHEATS     | 44    |
| INFANT RICE     | 5     |
| INFANT OATS     | 1     |
| BEANS           | 10    |
| CARROTS         | 7     |
| TUNA            | 16    |

PROGRAM: WIBA0101

DEPARTMENT OF HEALTH - WIC PROGRAM

RUN DATE: 06/29/2009

REPORT 8 - BY DISTRIBUTOR/FAMILY  
INCOMPLETE POD/ UN-DELIVERED FOODS

DISTRIBUTOR: [REDACTED]

DISTRIBUTOR CODE: [REDACTED]

DELIVERY MONTH/YEAR: 04/09

FOR FIELD OFFICE: [REDACTED]

| FAMILY ID | FORM NO | MILK (QTS) |    |   |   |    | FORMULA CANS |    |    |    |    | CHEESE (LB) |    |    |    | PB | EGG | JUICE QTS. |    |    | CEREAL (BOX) |     |    |    | INF |    |    |    |    |    |    |    |    |
|-----------|---------|------------|----|---|---|----|--------------|----|----|----|----|-------------|----|----|----|----|-----|------------|----|----|--------------|-----|----|----|-----|----|----|----|----|----|----|----|----|
|           |         | WL         | 1% | W | L | 2% | SK           | RC | RP | SC | SP | AM          | MI | SH | LC | R  | N   | DOZ        | OR | AP | GP           | HOT | #1 | #2 | #3  | #4 | #5 | #8 | RI | OA | BN | CA | TU |
| 076667    | 0015F   | 0          | 3  | 0 | 0 | 10 | 0            | 0  | 0  | 0  | 0  | 1           | 0  | 0  | 0  | 1  | 0   | 1.5        | 3  | 2  | 0            | 0   | 0  | 0  | 0   | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  |
| 072610    | 0020    | 0          | 0  | 0 | 0 | 10 | 0            | 0  | 0  | 0  | 0  | 0           | 1  | 0  | 0  | 1  | 0   | 1.0        | 1  | 1  | 1            | 0   | 1  | 0  | 1   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 069980    | 0034    | 6          | 0  | 0 | 0 | 10 | 0            | 0  | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 3  | 0   | .0         | 2  | 2  | 1            | 0   | 0  | 0  | 2   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 078458    | 0039    | 10         | 0  | 0 | 0 | 0  | 0            | 0  | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 1  | 0   | 1.5        | 2  | 0  | 1            | 0   | 0  | 0  | 0   | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  |
| 076545    | 0041F   | 15         | 0  | 0 | 0 | 0  | 0            | 0  | 0  | 0  | 0  | 0           | 1  | 0  | 0  | 0  | 0   | 1.5        | 6  | 0  | 0            | 0   | 0  | 0  | 0   | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  |
| 068587    | 0043    | 10         | 0  | 0 | 0 | 0  | 0            | 0  | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 1  | 0   | .0         | 2  | 1  | 0            | 0   | 0  | 0  | 1   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 065346    | 0051F   | 0          | 0  | 0 | 0 | 8  | 0            | 0  | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 0  | 0   | .0         | 1  | 0  | 0            | 0   | 0  | 0  | 0   | 0  | 0  | 1  | 0  | 0  | 0  | 0  | 0  |
| 074387    | 0060N   | 8          | 0  | 0 | 0 | 0  | 0            | 0  | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 1  | 0   | 1.5        | 1  | 1  | 1            | 0   | 0  | 0  | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 078223    | 0062    | 4          | 0  | 0 | 0 | 0  | 0            | 0  | 0  | 0  | 0  | 0           | 2  | 0  | 0  | 1  | 0   | .0         | 0  | 0  | 1            | 0   | 0  | 0  | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 056070    | 0063    | 0          | 1  | 0 | 0 | 6  | 0            | 0  | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 0  | 0   | .0         | 1  | 1  | 1            | 0   | 0  | 0  | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 073311    | 0072N   | 0          | 0  | 0 | 0 | 15 | 0            | 0  | 0  | 0  | 0  | 0           | 1  | 0  | 0  | 1  | 0   | 1.5        | 8  | 0  | 0            | 1   | 0  | 0  | 0   | 0  | 0  | 0  | 0  | 0  | 1  | 2  | 4  |
| 053773    | 0094F   | 0          | 0  | 0 | 0 | 11 | 0            | 0  | 0  | 0  | 0  | 1           | 0  | 0  | 0  | 0  | 0   | 1.5        | 1  | 1  | 1            | 0   | 0  | 0  | 0   | 0  | 0  | 1  | 0  | 0  | 0  | 0  | 0  |
| 080126    | 0096    | 0          | 0  | 0 | 0 | 6  | 0            | 0  | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 1  | 0   | .0         | 0  | 0  | 1            | 0   | 0  | 0  | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 083791    | 0099    | 0          | 4  | 0 | 0 | 0  | 0            | 0  | 0  | 0  | 0  | 0           | 1  | 0  | 0  | 0  | 0   | .0         | 0  | 0  | 0            | 0   | 0  | 0  | 1   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 067183    | 0105    | 11         | 0  | 0 | 0 | 0  | 0            | 0  | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 1  | 0   | 1.5        | 3  | 0  | 3            | 0   | 0  | 0  | 0   | 0  | 0  | 1  | 0  | 0  | 0  | 0  | 0  |
| 076704    | 0114    | 0          | 0  | 0 | 0 | 33 | 0            | 0  | 0  | 0  | 0  | 1           | 0  | 0  | 0  | 1  | 0   | 3.0        | 4  | 1  | 3            | 0   | 0  | 0  | 0   | 0  | 2  | 1  | 0  | 0  | 0  | 0  | 0  |
| 078629    | 0120F   | 10         | 0  | 0 | 0 | 0  | 0            | 0  | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 0  | 0   | 1.5        | 4  | 0  | 0            | 0   | 0  | 0  | 0   | 0  | 0  | 1  | 0  | 0  | 0  | 0  | 0  |
| 074558    | 0121    | 0          | 0  | 0 | 0 | 4  | 0            | 0  | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 1  | 0   | .0         | 1  | 0  | 0            | 0   | 0  | 0  | 1   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 080636    | 0125    | 10         | 0  | 0 | 0 | 0  | 0            | 0  | 0  | 0  | 1  | 0           | 0  | 0  | 0  | 0  | 0   | 1.5        | 0  | 2  | 2            | 0   | 0  | 0  | 0   | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  |
| 058747    | 0126    | 0          | 0  | 0 | 0 | 0  | 6            | 0  | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 1  | 0   | .0         | 2  | 0  | 0            | 0   | 0  | 0  | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 085141    | 0127F   | 0          | 6  | 0 | 0 | 0  | 0            | 0  | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 0  | 1   | .0         | 1  | 0  | 1            | 0   | 0  | 0  | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 081139    | 0128F   | 0          | 0  | 0 | 0 | 0  | 0            | 0  | 3  | 0  | 0  | 0           | 0  | 0  | 0  | 0  | 0   | .0         | 0  | 0  | 0            | 0   | 0  | 0  | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 065072    | 0129F   | 0          | 0  | 0 | 0 | 9  | 0            | 0  | 0  | 0  | 0  | 0           | 1  | 0  | 0  | 1  | 0   | 1.5        | 2  | 0  | 2            | 0   | 0  | 0  | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 081836    | 0146    | 0          | 0  | 0 | 0 | 12 | 0            | 0  | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 2  | 0   | .0         | 2  | 1  | 1            | 1   | 0  | 0  | 0   | 0  | 0  | 0  | 0  | 0  | 1  | 0  | 0  |
| 011422    | 0162    | 20         | 0  | 0 | 0 | 0  | 0            | 0  | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 2  | 0   | 3.0        | 2  | 2  | 2            | 0   | 0  | 0  | 0   | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  |
| 074305    | 0175F   | 0          | 4  | 0 | 0 | 0  | 0            | 0  | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 0  | 0   | .0         | 0  | 1  | 0            | 0   | 0  | 0  | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 082507    | 0177    | 0          | 0  | 0 | 0 | 4  | 0            | 0  | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 0  | 0   | .0         | 0  | 0  | 0            | 0   | 0  | 0  | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 060027    | 0182    | 8          | 0  | 0 | 0 | 0  | 0            | 0  | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 0  | 0   | 1.5        | 1  | 2  | 1            | 1   | 0  | 0  | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 077506    | 0202    | 32         | 0  | 0 | 0 | 0  | 0            | 0  | 0  | 0  | 0  | 0           | 1  | 0  | 0  | 1  | 0   | 1.0        | 8  | 0  | 0            | 0   | 0  | 0  | 1   | 0  | 1  | 1  | 0  | 0  | 0  | 0  | 0  |
| 054651    | 0224    | 0          | 12 | 0 | 0 | 0  | 0            | 0  | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 1  | 0   | 1.5        | 2  | 2  | 0            | 1   | 0  | 0  | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 069863    | 0238N   | 0          | 12 | 0 | 0 | 0  | 0            | 0  | 0  | 0  | 0  | 1           | 0  | 0  | 0  | 1  | 0   | 1.5        | 6  | 1  | 0            | 0   | 0  | 0  | 1   | 0  | 0  | 1  | 0  | 0  | 0  | 0  | 0  |
| 076110    | 0244F   | 0          | 0  | 0 | 0 | 10 | 0            | 0  | 0  | 0  | 0  | 1           | 0  | 0  | 0  | 1  | 0   | 1.5        | 2  | 2  | 0            | 0   | 0  | 0  | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 067766    | 0248    | 0          | 0  | 0 | 0 | 10 | 0            | 0  | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 2  | 0   | .0         | 2  | 1  | 0            | 0   | 0  | 0  | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 079886    | 0254    | 4          | 0  | 0 | 0 | 0  | 0            | 0  | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 1  | 0   | .0         | 1  | 1  | 0            | 0   | 0  | 0  | 1   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |

REPORT 9 - BY DISTRIBUTOR/FAMILY  
INCOMPLETE POD/DELIVERED FOODS

DISTRIBUTOR: [REDACTED]

DISTRIBUTOR CODE: [REDACTED]

DELIVERY MONTH/YEAR: 04/09

FOR FIELD OFFICE: [REDACTED]

| FAMILY ID | FORM NO | MILK (QTS) |    |   |   |    |    | FORMULA CANS |    |    |    | CHEESE (LB) |    |    |    | PB | EGG | JUICE QTS. |   |     | CEREAL (BOX) |    |    |     | INF |    |    |    |    |    |    |    |    |    |
|-----------|---------|------------|----|---|---|----|----|--------------|----|----|----|-------------|----|----|----|----|-----|------------|---|-----|--------------|----|----|-----|-----|----|----|----|----|----|----|----|----|----|
|           |         | WL         | 1% | W | L | 2% | SK | RC           | RP | SC | SP | AM          | MI | SH | LC |    |     | R          | N | DOZ | OR           | AP | GP | HOT | #1  | #2 | #3 | #4 | #5 | #8 | RI | OA | BN | CA |
| 076667    | 0015F   | 0          | 1  | 0 | 0 | 4  | 0  | 0            | 0  | 0  | 0  | 0           | 1  | 0  | 0  | 0  | 1.0 | 1          | 1 | 0   | 0            | 1  | 0  | 0   | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 072610    | 0020    | 0          | 0  | 0 | 0 | 11 | 0  | 0            | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 0  | 1.5 | 1          | 1 | 1   | 0            | 0  | 0  | 0   | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 069980    | 0034    | 18         | 0  | 0 | 0 | 32 | 0  | 0            | 0  | 0  | 0  | 0           | 2  | 0  | 0  | 0  | 7.5 | 6          | 6 | 0   | 0            | 2  | 0  | 0   | 0   | 0  | 2  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 078458    | 0039    | 11         | 0  | 0 | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 0           | 1  | 0  | 0  | 0  | 1.0 | 2          | 1 | 1   | 0            | 0  | 0  | 0   | 0   | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 076545    | 0041F   | 6          | 0  | 0 | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 0  | 1.0 | 2          | 0 | 0   | 0            | 1  | 0  | 0   | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 068587    | 0043    | 29         | 0  | 0 | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 0           | 3  | 0  | 0  | 0  | 5.0 | 6          | 4 | 0   | 0            | 2  | 0  | 0   | 0   | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 065346    | 0051F   | 0          | 0  | 0 | 0 | 13 | 0  | 0            | 0  | 0  | 0  | 0           | 1  | 0  | 1  | 0  | 2.5 | 3          | 2 | 0   | 0            | 1  | 0  | 0   | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 074387    | 0060N   | 10         | 0  | 0 | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 0           | 2  | 0  | 0  | 0  | 1.0 | 1          | 1 | 1   | 0            | 1  | 0  | 0   | 0   | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 078223    | 0062    | 14         | 0  | 0 | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 0  | 2.5 | 2          | 2 | 1   | 0            | 1  | 0  | 0   | 0   | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 056070    | 0063    | 0          | 3  | 0 | 0 | 20 | 0  | 0            | 0  | 0  | 0  | 3           | 0  | 3  | 0  | 2  | 4.0 | 3          | 5 | 2   | 0            | 0  | 0  | 1   | 0   | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 073311    | 0072N   | 0          | 0  | 0 | 0 | 6  | 0  | 0            | 0  | 0  | 0  | 0           | 2  | 0  | 0  | 0  | 1.0 | 2          | 0 | 0   | 0            | 1  | 0  | 0   | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 053773    | 0094F   | 0          | 0  | 0 | 0 | 10 | 0  | 0            | 0  | 0  | 0  | 0           | 0  | 0  | 1  | 0  | 1.0 | 1          | 1 | 1   | 0            | 1  | 0  | 0   | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 080126    | 0096    | 0          | 0  | 0 | 0 | 16 | 0  | 0            | 0  | 0  | 0  | 0           | 2  | 0  | 0  | 0  | 2.5 | 2          | 2 | 1   | 0            | 1  | 0  | 0   | 0   | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 083791    | 0099    | 0          | 14 | 0 | 0 | 0  | 0  | 0            | 9  | 0  | 0  | 1           | 0  | 0  | 0  | 0  | 2.5 | 2          | 2 | 0   | 0            | 0  | 0  | 0   | 0   | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 067183    | 0105    | 4          | 0  | 0 | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 0           | 3  | 0  | 0  | 0  | 1.0 | 1          | 0 | 0   | 0            | 0  | 1  | 0   | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 076704    | 0114    | 0          | 0  | 0 | 0 | 12 | 0  | 0            | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 0  | 2.0 | 2          | 1 | 0   | 0            | 1  | 0  | 0   | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 078629    | 0120F   | 8          | 0  | 0 | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 0           | 2  | 0  | 1  | 0  | 1.0 | 4          | 0 | 0   | 0            | 0  | 0  | 1   | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 074558    | 0121    | 0          | 0  | 0 | 0 | 14 | 0  | 0            | 0  | 0  | 0  | 0           | 2  | 0  | 0  | 0  | 2.5 | 4          | 2 | 0   | 0            | 0  | 0  | 0   | 0   | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 080636    | 0125    | 11         | 0  | 0 | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 1  | 1.0 | 0          | 1 | 1   | 0            | 1  | 0  | 0   | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |    |
| 058747    | 0126    | 0          | 0  | 0 | 0 | 0  | 15 | 0            | 0  | 0  | 0  | 0           | 0  | 1  | 0  | 0  | 2.5 | 6          | 0 | 0   | 0            | 0  | 2  | 0   | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 085141    | 0127F   | 0          | 16 | 0 | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 0           | 2  | 0  | 0  | 0  | 2.5 | 3          | 0 | 2   | 0            | 1  | 0  | 0   | 1   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 081139    | 0128F   | 0          | 0  | 0 | 0 | 0  | 0  | 6            | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 0  | .0  | 0          | 2 | 0   | 0            | 0  | 0  | 0   | 0   | 0  | 0  | 1  | 1  | 0  | 0  | 0  | 0  |    |
| 065072    | 0129F   | 0          | 0  | 0 | 0 | 12 | 0  | 0            | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 0  | 1.0 | 2          | 0 | 1   | 0            | 0  | 1  | 0   | 0   | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 081836    | 0146    | 0          | 0  | 0 | 0 | 34 | 0  | 0            | 0  | 0  | 0  | 1           | 0  | 1  | 0  | 0  | 5.0 | 5          | 3 | 1   | 0            | 0  | 0  | 0   | 1   | 1  | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 011422    | 0162    | 22         | 0  | 0 | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 0           | 2  | 0  | 0  | 0  | 2.0 | 2          | 2 | 2   | 0            | 1  | 1  | 0   | 0   | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 074305    | 0175F   | 0          | 14 | 0 | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 1           | 0  | 1  | 0  | 0  | 2.5 | 2          | 3 | 0   | 0            | 0  | 0  | 0   | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 082507    | 0177    | 0          | 0  | 0 | 0 | 12 | 0  | 0            | 0  | 0  | 0  | 1           | 0  | 0  | 1  | 0  | .0  | 5          | 0 | 3   | 0            | 0  | 0  | 1   | 1   | 0  | 0  | 0  | 0  | 0  | 1  | 2  | 4  |    |
| 060027    | 0182    | 10         | 0  | 0 | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 0           | 2  | 0  | 0  | 0  | 1.0 | 1          | 3 | 1   | 0            | 2  | 1  | 0   | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 077506    | 0202    | 10         | 0  | 0 | 0 | 0  | 0  | 0            | 9  | 0  | 0  | 0           | 1  | 0  | 0  | 0  | 1.0 | 4          | 0 | 1   | 0            | 0  | 1  | 0   | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 054651    | 0224    | 0          | 12 | 0 | 0 | 0  | 0  | 0            | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 0  | 1.0 | 2          | 1 | 0   | 0            | 1  | 0  | 0   | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 069863    | 0238N   | 0          | 6  | 0 | 0 | 0  | 0  | 0            | 0  | 0  | 9  | 0           | 1  | 0  | 0  | 0  | 1.0 | 2          | 1 | 0   | 0            | 0  | 0  | 0   | 0   | 0  | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  |
| 076110    | 0244F   | 0          | 0  | 0 | 0 | 8  | 0  | 0            | 0  | 0  | 0  | 0           | 1  | 0  | 0  | 0  | 1.0 | 2          | 1 | 0   | 0            | 1  | 0  | 0   | 0   | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 067766    | 0248    | 0          | 0  | 0 | 0 | 32 | 0  | 0            | 0  | 0  | 0  | 1           | 0  | 1  | 0  | 0  | 5.0 | 6          | 4 | 0   | 0            | 3  | 1  | 0   | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| 079886    | 0254    | 17         | 0  | 0 | 0 | 0  | 0  | 0            | 0  | 0  | 1  | 0           | 0  | 0  | 0  | 0  | 2.5 | 3          | 2 | 0   | 0            | 1  | 0  | 0   | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  |

PROGRAM: WIBA0101

DEPARTMENT OF HEALTH - WIC PROGRAM  
REPORT 9 - DISTRIBUTOR TOTALS  
INCOMPLETE POD/DELIVERED FOODS

RUN DATE: 06/29/2009

DISTRIBUTOR: [REDACTED]

DISTRIBUTOR CODE: [REDACTED]

DELIVERY MONTH/YEAR: 04/09

|                        |     |
|------------------------|-----|
| TOTAL FIELD OFFICES:   | 4   |
| TOTAL FORMS GENERATED: | 195 |

PRODUCT TOTALS:

|                 |       |
|-----------------|-------|
| WHOLE MILK      | 896   |
| LOW-FAT MILK 1% | 733   |
| LACTOSE MILK W  | 0     |
| LACTOSE MILK L  | 18    |
| LOW-FAT MILK 2% | 795   |
| SKIM MILK       | 110   |
| REG CONCENTRATE | 0     |
| REG POWDER      | 170   |
| SOY CONCENTRATE | 0     |
| SOY POWDER      | 27    |
| AMERICAN CHEESE | 44    |
| MILD CHEDDAR    | 19    |
| SHARP CHEDDAR   | 204   |
| LOWFAT CHEESE   | 6     |
| PEANUT BUTTER   | 30    |
| NATURAL PEANUT  | 13    |
| DOZS. OF EGGS   | 373.0 |
| ORANGE JUICE    | 498   |
| APPLE JUICE     | 287   |
| GRAPE JUICE     | 93    |
| OATMEAL         | 4     |
| CHEERIOS        | 99    |
| RICE CHEX       | 59    |
| HONEY OS        | 18    |
| TOTAL GRAINS    | 9     |
| KIX             | 41    |
| MINI WHEATS     | 47    |
| INFANT RICE     | 11    |
| INFANT OATS     | 11    |
| BEANS           | 8     |
| CARROTS         | 4     |
| TUNA            | 8     |

Agency of Human Services  
Vermont Department of Health  
**WIC VENDOR NOTICE**

Vendor: [REDACTED]

Effective Date:

Check Box if Your Action Voids A POD That the Vendor Already Has: ☐

Voided POD #:              Month:              New POD#:

**This Notice is for: Delivery Address or Phone Change**

Temp. Cancel: Begin Date:              End Date:              Make Up Foods?: No

Family ID#:                              Client Name:

Address:

Moving To:

Comments:

District Health Office: [REDACTED]

Prepared By: [REDACTED]

Date Contacted:              How Contacted: ☐ Phone ☒ Email ☐ Fax ☐ Mail

**VDH-101e (r. 9/08)**      Save to CPH Common/Vendor Notices (filed by month effective) copy to Vendor & Client File

## **GUIDELINES FOR WIC VENDOR NOTICE – VDH 101e**

### **I. PURPOSE OF FORM**

Used to notify vendors of WIC changes.

### **II. WHEN TO USE**

**Address Change:** Use when participant moves to a new delivery address within the delivery area of the same vendor. Must be used even when vendor is notified by phone or when office learns of change from vendor.

**Delivery Address Instructions:** Use to provide additional delivery instructions to Vendor

**HOLD – whereabouts unknown:** Use when temporarily unable to locate client.

**Name Change:** Use to notify vendor of client name change.

**Other:** Use for additional information.

**Permanent Cancellation:** Use when participant is terminated before the end of the current certification period, and to notify “old” vendor when participant changes vendor. Use is optional for cancellations at the end of certification periods.

**Temporary Cancellation \_\_\_\_\_ to \_\_\_\_\_:** Use when participant requests short-term suspension of food deliveries. Note in Comments section if food is to be made up, or placed in missing column.

**VOID # For Month New POD:** Use when voiding a POD which has not been delivered on. Note the month the POD is for so the vendor can locate a copy easily. Note the number of the new POD generated if one was necessary. ALWAYS VOID A POD OUT OF THE SYSTEM IF NO FOOD HAS BEEN DELIVERED ON IT AND IT IS NO LONGER NECESSARY so that the vendor cannot possibly claim payment.

### **III. HOW TO SET UP (ELECTRONIC VERSION)**

Electronic version of the WIC Vendor Notice – VDH 101e is located at:  
Nessie/CPH/Common/WIC/Vendor Notice/Instructions.

Also in the Vendor Notice/Instructions Folder are instructions on how to modify and save a template. Using these instructions, modify and save a template of the vendor notice to a common location for your District Office.

There is a “Shortcut to Vendor Notice” in the CPH/Common/WIC folder....right click on the shortcut icon, copy, close folders, right click, paste shortcut onto your “desktop”.

## **GUIDELINES FOR WIC VENDOR NOTICE**

### **Page 2**

#### **IV. HOW TO COMPLETE (ELECTRONIC VERSION)**

Open a copy of the vendor notice template in the common folder. Use the TAB key in conjunction with your mouse to complete the form. Do not use drop down menus or check boxes for vendors who receive the notices by email. They are not visible.

Always complete the Vendor Name and Number, Effective Date (not retroactive), Family ID#, Delivery Address and Date vendor was called. Due to confidentiality, if you are e-mailing the vendor's copy, use only first and last initial of head of household in the name section if the participant has signed a confidentiality form requesting this. If the client has not restricted this sharing of information, you may use the entire head of household's name.

Check the appropriate selection to complete "this notice is for:" section. (See II above)

Enter new Delivery address in Moving To.

Use the Comment section to give vendor any additional information.

Local Health Office Name should already be listed.

Enter full name of staff person for Prepared By.

Enter the date following the appropriate method this information was communicated to the Vendor.

#### **V. DISPOSITION OF FORM (ELECTRONIC VERSION)**

Use "file" "save as" and name the document using the vendor number, a dash, and the Household ID# (i.e. 07-123456).

Once you have named the Vendor Notice:

1. Print one copy for your file copy
    - File loose on top of individual client folder(s) in active family record.
    - Keep at least three months or until next family visit (whichever is later). At this point assess client satisfaction with change action. Provide additional follow-up if necessary.
    - Shred.
  2. If you are mailing the notice to the vendor, print another copy to send (total of 2)
  3. If you are E-mailing the vendor, do .....
- File
  - Send to
  - Mail recipient (as attachment)
  - Fill out e-mail and send

## GUIDELINES FOR WIC VENDOR NOTICE

### Page 3

#### 4. Central Office Copy

- File
- Save as
- Click the drop down icon at (beside) your Nessie file name
- Select “Desktop”
- Select “Short cut to Vendor Notice”
- Open the Correct Month (see #2 below)
- Save

#### TWO IMPORTANT NOTES:

1. If this is the second (or third) vendor notice for the same vendor and the same Household in a single month the computer will recognize the “name/number,” will tell you that there is already a file by that name and will ask if you want **to replace it**.....when that happens you will know that there is already one vendor notice on file.....when you are asked.....**SAY NO**.....and name the file with the same vendor and HH ID number BUT ADD (2).....so that the file is now named 07-123456(2)
2. Make sure that when you save the vendor notice you are in the appropriate month. The appropriate month is the DELIVERY MONTH THAT THE NOTICE EFFECTS. If all deliveries have been completed for that month, it should be saved in the next month.

Vermont Department of Health  
Agency of Human Services

CLIENT INFORMATION FORM

Vendor:  District Office:  Date:

Client:  Phone:

Address:

Information is about: ☐ Food ☐ POD ☐ Delivery ☐ Driver ☐ Other:

Vendor Notified By: ☐ Client ☐ District Office  Date  Date  Initials

**INFORMATION:**

From Client:

From Vendor:

Is action needed? ☐ no ☐ yes If yes, what needs to happen?

Will additional follow-up be needed? ☐ no ☐ yes If yes, what:

**OPTIONAL--ADDITIONAL INFORMATION FROM VENDOR OR OFFICE:**

## **GUIDELINES: CLIENT INFORMATION FORM (VDH 102)**

### **I. PURPOSE**

To document information given by clients or District Office. Client Information Forms are an important tool for WIC Central Office's vendor monitoring and help assign vendor risk levels. Client Information Forms are used during periodic vendor audits or site visits. Client Information Forms are part of the vendor's permanent file, but only a 6 month period of reports is used for audit purposes. Client Information Forms are used by a panel to assess points for vendors when routes are being bid.

### **II. WHEN TO USE**

Use whenever a client makes a statement about services or products provided by the WIC vendor. Use when a District Office wishes to provide documented feedback to a vendor.

All of the following should be documented:

- ☐ Positives
- ☐ Animal issues
- ☐ Drivers misconduct, including discrimination, swearing & rudeness.
- ☐ Any unresolved issues, especially ongoing or repetitive.
- ☐ Outdated products, product quality, or packaging issues.
- ☐ Non deliveries if POD is returned and client is not terminated.
- ☐ Non return of timely phone calls to clients or District Office.
- ☐ Non delivery 4 times a month without prior permission (except for infant package)
- ☐ Inconsistent day, place, or time of delivery (time = more than 2 hours without a storm) without prior notification.
- ☐ Delivery of wrong foods if vendor doesn't go back and do an exchange that same week or substituting non-WIC items.

Incidents which may seem isolated in one Local Health Office may be occurring in other offices at the same time.

What not to document:

- ☐ Not picking up POD unless it is an unusual situation. Vendors feel they make every effort to get the POD as it is how they get paid.
- ☐ No report if participant is on DNL or has been termed already. D.O. should always check this.
- ☐ No report if participant reports bad/spoiled milk but it turns out to be a different type of milk than vendor delivers, or has not been rotated in the refrigerator. D.O. should check expiration date to help determine which delivery it was from.
- ☐ No report if the vendor left the wrong food but went back and delivered the right food before the next scheduled delivery.
- ☐ No report if it is a size or container misunderstanding by the participant.
- ☐ No report if the issue was brought on by a D.O. error.
- ☐ No report if it was a 5<sup>th</sup> week issue.
- ☐ No report for short dates on milk if the sell by date is within 2 days of the next delivery. (Milk is labeled with a sell by date and is still good for up to 5 days after that date if stored immediately below 42 degrees.)

### **III. HOW TO COMPLETE**

Complete client specific information. Check or underline the description, which best fits the information given. Indicate who notified the vendor, along with the date of notification.

Give a brief explanation of the information as reported by the client and by the vendor. If action (in addition to notification) is needed, explain under **Is Action Needed?**

### **OPTIONAL SECTION:**

If the District Office feels the issue is resolved, forward copies as indicated. If it is unresolved, refer to district director who will attempt resolution and note action taken under **Optional – Additional Information From Vendor or Office**. If district director is unable to resolve, then notify Central Office.

If vendor feels issue is resolved, no further action is necessary. If vendor feels issue is unresolved, they may respond under **Vendor Response** and return it to the District Office and WIC Central Office.

### **IV. FILING**

Save original in Nessie/CPH/Common/WIC/Client Information Forms in the appropriate month's folder. Name the form with the vendor's 2 digit code followed by a – and the client's last name OR their household ID number. Email, fax or US mail a copy to vendor. File hard copy in client file.

Rev. 3/24/05

**WIC PROGRAM  
Missing Food Report****To the WIC Participant:**

Before WIC can replace missing or stolen food, you must tell us how the food was lost. If you think food was stolen, you must report the theft to the police. Fill out the top part of this form and have a police officer fill out the bottom part. Bring the top copy to your Local Health office, keep one copy, and give one copy to the police. If you cannot have a police officer sign the form, call your local office. The Local Health Office must receive the completed form no more than 5 working days after the food was stolen.

---

**Participant's Name, First, Middle Initial, Last**

---

**Health Dept. ID #****Telephone Number**

---

**Name of Head of Household:****First,****Middle Initial,****Last**

---

**Address:****Street/Box/RFD****Town/City****State****Zip**

---

**Name of Vendor****Date Food was Delivered****What was lost or stolen?**

---

Quarts of Milk  

---

Cans of Infant Formula  

---

Quarts of Juice  

---

Jars of Peanut Butter  

---

Pounds of Carrots

---

Dozen Eggs  

---

Boxes of Cereal  

---

Pounds of Cheese  

---

Pounds of Beans  

---

Cans of Tuna

**What happened to the food?**

---

I certify the \_\_\_\_\_ received the above report on \_\_\_\_\_  
Name of Police Department Date

---

**Signature of officer who received the report****Signature of WIC Participant**

---

This is an Equal Opportunity Program. If you believe you have been discriminated against because of race, color, national origin, age, sex, or handicap, write immediately to the Secretary of Agriculture, Washington, DC 20260.

**1st copy - WIC Office****2nd Copy - Police****3rd Copy - Participant**



## Reminder

**This is the last WIC food delivery this month.**

You must check your WIC Proof of Delivery form, sign it, and leave it for your driver to pick up with your next food delivery.

- ★ Check YES if you received all of your WIC foods this month.
- ★ Check NO if you did not receive all of your foods, and show what foods you did not receive.

**If your driver does not get a signed WIC Proof of Delivery form at your next delivery, your food order will stop.**

If you miss your driver, or forget to leave the form out, mail or fax the form to your vendor right away.

WIC is an Equal Opportunity Program. If you believe you have been discriminated against because of race, color, national origin, age, sex or handicap, write immediately to the Secretary of Agriculture, Washington, DC 20260  
VDH 118C (9/1990)



## Reminder

**This is the last WIC food delivery this month.**

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If you miss your driver, or forget to leave the form out, mail the form to your vendor right away.

WIC is an Equal Opportunity Program. If you believe you have been discriminated against because of race, color, national origin, age, sex or handicap, write immediately to the Secretary of Agriculture, Washington, DC 20260  
VDH 118C (9/1990)

**There will be no WIC delivery  
until your POD or this form have been returned.**

Dear WIC Family:

We have not received your signed Proof of Delivery (POD) form for last month. Please mail your signed POD to your vendor immediately, or fax it to the district office at 786-5984. If you do not have your POD, you may use this form. Note that it can be folded, sealed, and mailed if you are unable to fax it. You do need to put a stamp on it if you are mailing it.

**WIC Proof of Delivery**

☐ I received all my foods for the month of: \_\_\_\_\_

☐ I did not receive all my foods for the month of: \_\_\_\_\_

These foods were missing: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***Please print your name and address clearly.***

Name: \_\_\_\_\_

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

If you have any questions, please call your vendor or local health office:

Barre: 1-888-253-8786

Bennington: 1-800-637-7347

Brattleboro: 1-888-253-8805

Burlington: 1-888-253-8803

Middlebury: 1-888-253-8804

Morrisville: 1-888-253-8798

Newport: 1-800-952-2945

Rutland: 1-888-253-8802

St. Albans: 1-888-253-8801

St. Johnsbury: 1-800-952-2936

Springfield: 1-888-296-8151

White River Jct.: 1-888-253-8799

WIC is an Equal Opportunity Program. Persons seeking to file discrimination complaints should write to USDA, Director, Office of Adjudication and Compliance, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). **VDH 119c**

**For Vendor's Use Only:** \_\_\_\_\_

**PROOF OF DELIVERY (POD)  
DAIRY NOTIFICATION LIST (DNL)**

**Date:** \_\_\_\_\_  
**Month of Delivery:** \_\_\_\_\_

[illegible]

**VDH 122w 5/05    Copies:    Local Office    WIC Central**

# WIC FORMULA INVENTORY

VENDOR: \_\_\_\_\_ DATE OF INVENTORY: \_\_\_\_/\_\_\_\_/\_\_\_\_

ON THIS DATE, I HAVE IN MY POSSESSION:

ISOMIL CONC: \_\_\_\_\_ FULL CASES \_\_\_\_\_ LOOSE CANS

SIMILAC CONC: \_\_\_\_\_ FULL CASES \_\_\_\_\_ LOOSE CANS

ISOMIL POWDER: \_\_\_\_\_ FULL CASES \_\_\_\_\_ LOOSE CANS

SIMILAC POWDER: \_\_\_\_\_ FULL CASES \_\_\_\_\_ LOOSE CANS

FILL OUT THIS INVENTORY FORM ON THE LAST DAY OF YOUR MONTHLY DELIVERIES AND SUBMIT WITH YOUR MONTHLY INVOICE.

VDH.137c REV. 9/25/02

# WIC FORMULA INVENTORY

VENDOR: \_\_\_\_\_ DATE OF INVENTORY: \_\_\_\_/\_\_\_\_/\_\_\_\_

ON THIS DATE, I HAVE IN MY POSSESSION:

ISOMIL CONC: \_\_\_\_\_ FULL CASES \_\_\_\_\_ LOOSE CANS

SIMILAC CONC: \_\_\_\_\_ FULL CASES \_\_\_\_\_ LOOSE CANS

ISOMIL POWDER: \_\_\_\_\_ FULL CASES \_\_\_\_\_ LOOSE CANS

SIMILAC POWDER: \_\_\_\_\_ FULL CASES \_\_\_\_\_ LOOSE CANS

FILL OUT THIS INVENTORY FORM ON THE LAST DAY OF YOUR MONTHLY DELIVERIES AND SUBMIT WITH YOUR MONTHLY INVOICE.

VDH.137c REV. 9/25/02

VENDOR: \_\_\_\_\_  
ADJUSTMENT MONTH: \_\_\_\_\_

## VIA WORKSHEET

[illegible]

| VI QNTY | PRICE  | AUTHRZD | GEN(5) | GEN(6) | DELIV | UNDELIV | ADJUSTED TOTAL | ADJUSTED DIF. | PRICE DIFF. |                  |
|---------|--------|---------|--------|--------|-------|---------|----------------|---------------|-------------|------------------|
| 7431    | .8600  | 7453    | 7275   | 88     | 68    | 22      | 7343           | - 88          | - 75.68     | MILK, WHOLE      |
| 3936    | .8600  | 3956    | 3875   | 0      | 61    | 20      | 3936           | 0             | .00         | MILK, 1% LOWFAT  |
| 94      | 1.8450 | 100     | 92     | 0      | 2     | 6       | 94             | 0             | .00         | MILK, LACT WHOLE |
| 58      | 1.8450 | 58      | 58     | 0      | 0     | 0       | 58             | 0             | .00         | MILK, LACT LOWF  |
| 5800    | .8600  | 5869    | 5697   | 21     | 60    | 91      | 5757           | - 43          | - 36.98     | MILK, 2% LOWFAT  |
| 600     | .8600  | 600     | 600    | 0      | 0     | 0       | 600            | 0             | .00         | MILK, SKIM       |
| 353     | .1000  | 353     | 353    | 0      | 0     | 0       | 353            | 0             | .00         | REG CONCENTRATE  |
| 848     | .3500  | 866     | 812    | 9      | 18    | 27      | 830            | - 18          | - 6.30      | REG POWDER       |
| 113     | .1000  | 113     | 82     | 0      | 31    | 0       | 113            | 0             | .00         | SOY CONCENTRATE  |
| 179     | .3500  | 179     | 179    | 0      | 0     | 0       | 179            | 0             | .00         | SOY POWDER       |
| 547     | 3.1100 | 552     | 541    | 3      | 3     | 5       | 544            | - 3           | - 9.33      | AMERICAN CHEESE  |
| 303     | 4.1400 | 307     | 299    | 1      | 0     | 7       | 299            | - 4           | - 16.56     | MILD CHEDDAR     |
| 765     | 4.2500 | 763     | 743    | 1      | 19    | 0       | 762            | - 3           | - 12.75     | SHARP CHEDDAR    |
| 31      | 4.7000 | 31      | 31     | 0      | 0     | 0       | 31             | 0             | .00         | LOWFAT CHEDDAR   |
| 669     | 2.2700 | 677     | 662    | 4      | 3     | 8       | 665            | - 4           | - 9.08      | PEANUT BUTR REG  |
| 105     | 2.3300 | 104     | 103    | 1      | 0     | 0       | 103            | - 2           | - 4.66      | PEANUT BUT NATRL |
| 2262.5  | 2.2200 | 2274.5  | 2218.5 | 12.5   | 29.0  | 14.5    | 2247.5         | - 15.0        | - 33.30     | EGGS             |
| 4006    | 1.1775 | 4024    | 3939   | 27     | 35    | 23      | 3974           | - 32          | - 37.68     | ORANGE JUICE     |
| 1693    | 1.6100 | 1704    | 1656   | 11     | 22    | 15      | 1678           | - 15          | - 24.15     | APPLE JUICE      |
| 778     | 1.8500 | 790     | 772    | 0      | 6     | 12      | 778            | 0             | .00         | GRAPE JUICE      |
| 66      | 2.4300 | 66      | 65     | 1      | 0     | 0       | 65             | - 1           | - 2.43      | OATMEAL          |
| 429     | 4.2000 | 429     | 417    | 4      | 7     | 1       | 424            | - 5           | - 21.00     | CHEERIOS         |
| 249     | 3.3800 | 249     | 244    | 1      | 4     | 0       | 248            | - 1           | - 3.38      | RICE CHEX        |
| 417     | 3.7100 | 420     | 410    | 1      | 5     | 4       | 415            | - 2           | - 7.42      | HONEY OS         |
| 68      | 4.3500 | 68      | 68     | 0      | 0     | 0       | 68             | 0             | .00         | TOTAL GRAINS     |
| 291     | 3.6200 | 294     | 286    | 1      | 4     | 3       | 290            | - 1           | - 3.62      | KIX              |
| 316     | 3.3000 | 322     | 312    | 2      | 2     | 6       | 314            | - 2           | - 6.60      | MINI WHEATS      |
| 113     | 2.1600 | 112     | 109    | 2      | 1     | 0       | 110            | - 3           | - 6.48      | INFANT RICE      |
| 105     | 2.1600 | 104     | 101    | 0      | 3     | 0       | 104            | - 1           | - 2.16      | INFANT OATS      |
| 123     | 1.3500 | 124     | 122    | 0      | 1     | 1       | 123            | 0             | .00         | BEANS            |
| 115     | 1.5600 | 115     | 115    | 0      | 0     | 0       | 115            | 0             | .00         | CARROTS          |
| 215     | 1.7200 | 215     | 215    | 0      | 0     | 0       | 215            | 0             | .00         | TUNA             |

FORMS GENERATED

793

775

5

13

CURRENT MONTH (06/09) BILLING:

ADJUSTMENT (04/09) TOTAL: - 319.56

REVISED TOTAL:

# 2009 VERMONT DEPARTMENT OF HEALTH - WIC POD SHIPMENT CALENDAR

**H** - State Offices are closed on these week days.

**O** - POD's are shipped from Central Office. Start creating District Office generated POD's for the new month.

✓ - Last day to create POD's for current month. Also last day to data enter 106's to have POD's for next month printed automatically.

\*\*\* Dairy Notification List due at each District Health Office *by the end of the 2<sup>nd</sup> week of the month* for the previous month.

\*\*\* Previous month's POD's are due at the WIC Central Office *by the end of the 3<sup>rd</sup> week of the month*..

Reports 5 to 9 run on the 15<sup>th</sup> of the month for deliveries two (2) months previous. You must respond within five (5) business days.  
Reports 5 to 9 run on the 29<sup>th</sup> of the month for deliveries two (2) months previous.

The WIC Central Phone Number is - (tollfree) 1-800-464-4343 / direct (802) 863-7333 and Tamela - (802) 652-4183 fax (802) 863-7229

| January 2009 |      |    |    |     |      |    |
|--------------|------|----|----|-----|------|----|
| S            | M    | T  | W  | T   | F    | S  |
|              |      |    |    | 1 H | 2    | 3  |
| 4            | 5    | 6  | 7  | 8   | 9    | 10 |
| 11           | 12   | 13 | 14 | 15  | 16   | 17 |
| 18           | 19 H | 20 | 21 | 22  | 23 ✓ | 24 |
| 25           | 26 O | 27 | 28 | 29  | 30   | 31 |

| February 2009 |      |      |    |    |    |    |
|---------------|------|------|----|----|----|----|
| S             | M    | T    | W  | T  | F  | S  |
| 1             | 2    | 3    | 4  | 5  | 6  | 7  |
| 8             | 9    | 10   | 11 | 12 | 13 | 14 |
| 15            | 16 H | 17   | 18 | 19 | 20 | 21 |
| 22            | 23 ✓ | 24 O | 25 | 26 | 27 | 28 |
|               |      |      |    |    |    |    |

| March 2009 |    |      |      |    |    |    |
|------------|----|------|------|----|----|----|
| S          | M  | T    | W    | T  | F  | S  |
| 1          | 2  | 3 H  | 4    | 5  | 6  | 7  |
| 8          | 9  | 10   | 11   | 12 | 13 | 14 |
| 15         | 16 | 17   | 18   | 19 | 20 | 21 |
| 22         | 23 | 24 ✓ | 25 O | 26 | 27 | 28 |
| 29         | 30 | 31   |      |    |    |    |

| April 2009 |    |    |    |      |      |    |
|------------|----|----|----|------|------|----|
| S          | M  | T  | W  | T    | F    | S  |
|            |    |    | 1  | 2    | 3    | 4  |
| 5          | 6  | 7  | 8  | 9    | 10   | 11 |
| 12         | 13 | 14 | 15 | 16   | 17   | 18 |
| 19         | 20 | 21 | 22 | 23 ✓ | 24 O | 25 |
| 26         | 27 | 28 | 29 | 30   |      |    |

| May 2009 |      |      |    |    |      |    |
|----------|------|------|----|----|------|----|
| S        | M    | T    | W  | T  | F    | S  |
|          |      |      |    |    | 1    | 2  |
| 3        | 4    | 5    | 6  | 7  | 8    | 9  |
| 10       | 11   | 12   | 13 | 14 | 15   | 16 |
| 17       | 18   | 19   | 20 | 21 | 22 ✓ | 23 |
| 24/31    | 25 H | 26 O | 27 | 28 | 29   | 30 |

| June 2009 |    |    |      |      |    |    |
|-----------|----|----|------|------|----|----|
| S         | M  | T  | W    | T    | F  | S  |
|           | 1  | 2  | 3    | 4    | 5  | 6  |
| 7         | 8  | 9  | 10   | 11   | 12 | 13 |
| 14        | 15 | 16 | 17   | 18   | 19 | 20 |
| 21        | 22 | 23 | 24 ✓ | 25 O | 26 | 27 |
| 28        | 29 | 30 |      |      |    |    |

| July 2009 |      |    |    |    |      |    |
|-----------|------|----|----|----|------|----|
| S         | M    | T  | W  | T  | F    | S  |
|           |      |    | 1  | 2  | 3 H  | 4  |
| 5         | 6    | 7  | 8  | 9  | 10   | 11 |
| 12        | 13   | 14 | 15 | 16 | 17   | 18 |
| 19        | 20   | 21 | 22 | 23 | 24 ✓ | 25 |
| 26        | 27 O | 28 | 29 | 30 | 31   |    |

| August 2009 |      |      |    |    |    |    |
|-------------|------|------|----|----|----|----|
| S           | M    | T    | W  | T  | F  | S  |
|             |      |      |    |    |    | 1  |
| 2           | 3    | 4    | 5  | 6  | 7  | 8  |
| 9           | 10   | 11   | 12 | 13 | 14 | 15 |
| 16          | 17 H | 18   | 19 | 20 | 21 | 22 |
| 23/30       | 24 ✓ | 25 O | 26 | 27 | 28 | 29 |

| September 2009 |     |    |      |      |    |    |
|----------------|-----|----|------|------|----|----|
| S              | M   | T  | W    | T    | F  | S  |
|                |     | 1  | 2    | 3    | 4  | 5  |
| 6              | 7 H | 8  | 9    | 10   | 11 | 12 |
| 13             | 14  | 15 | 16   | 17   | 18 | 19 |
| 20             | 21  | 22 | 23 ✓ | 24 O | 25 | 26 |
| 27             | 28  | 29 | 30   |      |    |    |

| October 2009 |      |    |    |    |      |    |
|--------------|------|----|----|----|------|----|
| S            | M    | T  | W  | T  | F    | S  |
|              |      |    |    | 1  | 2    | 3  |
| 4            | 5    | 6  | 7  | 8  | 9    | 10 |
| 11           | 12 H | 13 | 14 | 15 | 16   | 17 |
| 18           | 19   | 20 | 21 | 22 | 23 ✓ | 24 |
| 25           | 26 O | 27 | 28 | 29 | 30   | 31 |

| November 2009 |      |      |      |      |      |    |
|---------------|------|------|------|------|------|----|
| S             | M    | T    | W    | T    | F    | S  |
| 1             | 2    | 3    | 4    | 5    | 6    | 7  |
| 8             | 9    | 10   | 11 H | 12   | 13   | 14 |
| 15            | 16   | 17   | 18   | 19   | 20   | 21 |
| 22            | 23 ✓ | 24 O | 25   | 26 H | 27 H | 28 |
| 29            | 30   |      |      |      |      |    |

| December 2009 |    |      |      |    |      |    |
|---------------|----|------|------|----|------|----|
| S             | M  | T    | W    | T  | F    | S  |
|               |    |      |      |    |      |    |
| 6             | 7  | 8    | 9    | 10 | 11   | 12 |
| 13            | 14 | 15   | 16   | 17 | 18   | 19 |
| 20            | 21 | 22 ✓ | 23 O | 24 | 25 H | 26 |
| 27            | 28 | 29   | 30   | 31 |      |    |

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### 3 CONTENT

The annual and triennial training must include:

- instruction on the purpose of the program,
- supplemental foods approved by the State agency,
- minimum varieties and quantities of approved supplemental foods that must be stocked by vendors,
- procedures for transacting and redeeming food instruments,
- vendor sanction system,
- vendor complaint process,
- claims procedures, and
- any changes to program requirements since the last training.



### 4 TRAINING PLAN

The Vermont WIC Program will provide training to all vendors at initial authorization. This training is normally scheduled as soon as possible after an application has been declared complete, and may be done during the on-site pre-authorization visit, or soon thereafter. Pre-authorization training is mandatory, must be face to face and must be completed before a vendor is authorized to participate. This first training is for managers and supervisors so they can train their employees.

Vermont WIC will provide training throughout the year through outreach contacts such as, but not limited to, the Vendor Newsletter, letters, emails, meetings of the WIC Vendor Advisory Board, the Vendor page on the VT WIC website, and updates to the Vendor Handbook.

Following initial authorization, at least one representative of each vendor is required to participate in interactive (face to face) training once every three years. (This may be scheduled to coincide with agreement renewals, which also take place every three years, in general.) Training will be scheduled regionally throughout the state, and vendors will be offered alternative training dates and locations. Interactive training will consist of a review of WIC procedures and updates on new requirements or changes. The WIC program also welcomes feedback and suggestions at these sessions, so that we may continually improve operations, efficiency and service to our WIC participants and to WIC vendors. Failure to attend training will result in disqualification from the Program for twelve (12) months.



The WIC Program may mandate training for a retail vendor with a high rate of errors, recurrent problems with WIC EBT cards, or because of WIC participant complaints. A vendor that fails to attend training mandated by the WIC Program may have its WIC authorization terminated.

### 5 RETAIL VENDOR TRAINING RESOURCES

Vermont WIC offers numerous training materials and opportunities for retail vendors upon request and at no cost. These materials are developed to help you train your cashiers and other personnel. They also serve as convenient refreshers and can answer questions or help with problems that you may not have encountered before.