

Oklahoma WIC Program

Annual Vendor Training

Welcome to the Oklahoma WIC Program Annual Training!

The Oklahoma WIC Program would like to express their appreciation to all Vendors for the continued partnership to provide nutritious foods to our WIC Participants. This newsletter will serve as your required Annual Training for this Fiscal Year (which ends September 30). It provides information to help all Vendor staff understand their role in handling eWIC transactions and the benefits of the WIC Program for you and your customers.

WIC Program Summary

The Oklahoma State Department of Health (OSDH) funded by the U.S. Department of Agriculture has administered the WIC Program since 1976 through local county health departments and nonprofit health agencies in the state of Oklahoma.

The WIC program is a nutrition education and supplemental food program for nutritionally at-risk pregnant and postpartum women, infants, and children to the age of five years.

The Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program) was authorized in legislation passed by the United States Congress in Section 17 of the Child Nutrition Act of 1966. The reason for enactment was due to findings that substantial numbers of pregnant, postpartum and breastfeeding women, infants and young children from families with inadequate income were at special risk with respect to their physical and mental health by reason of inadequate nutrition or health care, or both.

The purposes of the program are:

1. to provide *specific supplemental foods* for good health and nutrition during critical times of growth and development. Foods provided by the program supply calcium, protein, iron, and vitamins A, C, and D.
2. to provide nutrition education to participants at no cost. Nutrition education is designed to be easily understood by participants and to bear a practical relationship to participant nutritional needs, household situations, and cultural preferences. The goals of nutrition education are:
 - a. to emphasize the relationship between proper nutrition and good health with special emphasis on the nutritional needs of pregnant, postpartum, and breastfeeding women, infants and children under five years of age;
 - b. to assist the individual who is at nutritional risk in achieving a positive change in food habits, resulting in improved status and in the prevention of nutrition related problems through optimal use of supplemental foods and other nutritious foods;
 - c. to serve as an adjunct to good health care during critical times of growth and development, in order to prevent the occurrence of health problems and to improve the health status of these persons.

As the result of the WIC Program, research indicates the following:

1. increased enrollment in prenatal care in the first trimester of pregnancy;
2. increased infant birth weight;
3. increased intakes of iron and Vitamin C during infancy;
4. increased intake of nutrient dense foods;
5. The WIC Program has been shown to save the taxpayers \$3.13 in Medicaid expenses for every \$1.00 spent on pregnant women on WIC.

Applicants for the program must meet specified income eligibility criteria and be determined at nutritional risk by a health professional. Selected risk criteria may include anemia, medical conditions related to nutrition, low birth weight, and inadequate dietary patterns. Participants are certified for a six-month period, then re-evaluated for recertification. Participants receive benefits loaded onto their eWIC card covering a three-month period during their quarterly visits at the health department.

eWIC cards are accepted at any OSDH WIC authorized grocery stores and pharmacies. The WIC participant receives the specific supplemental food/formula as allowed by the eWIC system's program for each participant, based upon the approved foods/formulas listed in the "Guide to WIC Authorized Foods" section of the OSDH *WIC Vendor Handbook* and the *Oklahoma Unified WIC Approved Food Card*.

Authorized foods include specific cereals, fruit juices, infant formulas, infant cereals, milk, cheese, eggs, dried beans or peas, peanut butter, canned fish, fruits & vegetables and whole grain options. Federal law mandates the amounts of specific nutrients in the foods selected for the WIC program.

Oklahoma WIC Vendor Claims

When monitoring activities are conducted and an overcharge violation is found, Oklahoma WIC may establish a claim in the amount of the full purchase price of each eWIC transaction that contained the overcharge or other errors. The Vendor must pay any claim that is assessed by the Oklahoma WIC Program. In collecting a claim, the Oklahoma WIC Program may offset the claim against current and subsequent amounts to be paid to the Vendor. The Vendor may also be sanctioned for overcharges or other errors in accordance with the Oklahoma WIC Program's sanction schedule.

Oklahoma WIC Approved Foods

The Oklahoma WIC Program has moved to a digital approved food list, and it can be found using the link listed below. This WIC Approved Food List is updated quarterly, and you do have the ability to download and print a pdf version of the food list directly from the link as well.

Vendor <https://oklahoma.wicresources.org/approved-food-list-oklahoma/>

Infant Formula Purchases

Per the Oklahoma WIC Vendor Agreement, the vendor must ensure that all infant formula is purchased through an infant formula supplier listed on the OSDH approved licensed manufacturer, wholesaler, distributor, and retailer list. Notify in writing the OSDH within fifteen (15) calendar days if the primary source of infant formula changes from what was previously reported as part of the application or reauthorization process.

[OSDH WIC Approved Formula Suppliers List](#)

Vendor use of Incentive Items

- A. Incentive items shall be of nominal value. Nominal value means the items shall have a wholesale cost of less than two dollars. The Above 50% Vendor shall only offer the allowable incentive items when the Above 50% Vendor can purchase the incentive items from a wholesaler at a cost of less than two dollars.
- B. Approved incentive items shall include one or any combination of the following; as long as the combined total value is less than two dollars:
 - 1. Fresh fruits and vegetables, purchased from a wholesaler.
 - 2. 14oz to 16oz cans of any brand or variety of mature beans, peas or lentils, purchased from a wholesaler.
 - 3. 16oz package of any variety of uncooked, plain, dried, mature beans, peas or lentils, purchased from a wholesaler.
 - 4. Commercially made, prepackaged, 100 percent corn tortillas, purchased from a wholesaler.
 - 5. Commercially made, prepackaged, whole wheat bread or whole wheat tortillas, purchased from a wholesaler. Only the whole wheat breads or whole wheat tortillas listed on the Oklahoma Unified WIC Approved Food Card are allowed incentive items under this category.
 - 6. 5oz cans of chunk light, water packed tuna, purchased from a wholesaler.
 - 7. Gallon jug of drinking water or purified water, purchased from a wholesaler.
- C. The Above 50% Vendor may offer, no more than once per calendar day, approved incentive items to a participant family. The total wholesale cost of the approved incentive items given to a participant family on one calendar day shall be less than two dollars.
- D. The Above 50% Vendor shall provide approved incentive items to a participant only at the time of the FI, eWIC FB or CVB transaction.
- E. The Above 50% Vendor shall not discriminate against a participant with regard to any restrictions on incentive items and shall not provide different incentives to other customers.
- F. The Above 50% Vendor shall not offer to a participant any services except assisting the participant with obtaining items from shelves or display cases, bagging purchased items, or assisting participants with packages to their vehicle.
- G. The Above 50% Vendor shall not offer any services which result in a conflict of interest or the appearance of such conflict of interest, such as assistance with applying for WIC benefits, pursuant to 7CFR246.12(g)(3)(iv)(B)(4) or as subsequently renumbered. These services include, but are not limited to providing information on WIC Program eligibility criteria or benefits or participating in WIC Program participant outreach events.
- H. The Above 50% Vendors are prohibited from providing to customers anything made available in a public area as a complimentary gift which may be consumed or taken without charge, pursuant to 7CFR246.12(g)(3)(iv)(B)(4) or as subsequently

renumbered. These items do not need to include the vendor's store name, logo, location, or other identifying information in order to be a prohibited item.

- I. The Above 50% Vendor shall not collect any personal information from the participant in order to receive an incentive item. Personal information means information that identifies or describes a participant such as: name; address; telephone number; social security number; driver's license; physical description; education; financial information; employment history; medical history; and WIC Program appointment information. Personal information does not include the identification provided by the WIC Program to the participant that identifies them as a participant.
- J. Above 50% Vendor shall maintain the invoice for each incentive item offered for a period of three years from the date of purchase. Each invoice shall indicate the specific incentive items purchased; the quantity of the incentive items purchased; the purchase price by unit of the incentive items purchased; and the total purchase price of the incentive items purchased. Each invoice shall include the name, address and telephone number of the wholesaler; the name and address of the Above 50% Vendor; and the date when the Above 50% Vendor took delivery of the incentive items.
- K. The Above 50% Vendor acknowledges and agrees that the WIC Program shall monitor the Above 50% Vendor for adherence.
- L. Upon request, the Above 50% Vendor shall provide invoices for the incentive items to authorized personnel of OSDH, the State Auditor and Inspector or any other state or federal government entity designated by OSDH.
- M. Failure to comply with these provisions shall result in termination of the WIC Vendor Agreement.

Oklahoma WIC Minimum Stocking Requirements for Regular WIC Vendors

1. Infant Formula: (Abbott)
 - At least twenty-four (24) 12.4 oz. cans Powder Similac Advance, UPC: (070074559582).
 - At least eighteen (18) 12.6 oz. cans Powder Similac Gentle Comfort, UPC: (070074626000).
2. Infant Cereal: (Any Brand) (8 oz. or 16 oz. size)
 - At least two (2) single grain varieties without fruit.
 - At least six (6) 8 oz. boxes each type.
3. Infant Fruits and Vegetables: (Any Brand)
 - At least three (3) varieties of Stage 2, 4 oz. or 8 oz. 2-pack infant fruits.
 - At least twenty (20) single pack or ten (10) 2-packs each type.
 - At least three (3) varieties of Stage 2, 4 oz. or 8 oz. 2-pack infant vegetables.
 - At least twenty (20) single pack or ten (10) 2-packs each type.
4. Milk: (Whole Milk, Low Fat (1%) Milk) (least cost available)
 - At least eight (8) gallon containers of whole milk.
 - At least eight (8) gallon containers of low-fat (1%) milk.
5. Eggs: (One (1) dozen Medium or Large White Grade A or AA)
 - At least six (6) dozen.
6. Real Cheese: (least cost available)
 - At least six (6) packages 16 oz. sliced American cheese.
 - At least six (6) packages 16 oz. cheddar, colby, mozzarella, or monterey jack (chunk, etc).
7. Adult Cereal:
 - At least eight (8) cold and two (2) hot varieties of OSDH/WIC approved cereals.
 - At least four (4) boxes each type.
 - At least one (1) cold cereal and one (1) hot cereal must be a whole grain cereal
8. Beans or Peas: (canned and dry sixteen (16) oz. package (no added flavors or mixtures)
 - At least two (2) varieties canned
 - At least six (6) cans each type.
 - At least two (2) varieties dry.
 - At least six (6) packages each type.
9. Tuna (any brand):
 - 5 oz. cans; light, dark or blended, flake or grated.
 - At least eight (8) cans water or oil packed.
10. Fresh Fruits and Vegetables:
 - At least five (5) different categories of fresh fruits (i.e. Apples, Grapes, Oranges, etc...).
 - At least five (5) pounds of each fresh fruit.
 - At least five (5) different categories of fresh vegetables (i.e. Lettuce, Tomatoes, Onions, etc...).
 - At least five (5) pounds of each fresh vegetable.
11. Whole Wheat Bread or Whole Grain Bread: (12-24 oz. Loaves of Whole Wheat or Whole Grain Bread)
 - At least ten (10) loaves whole wheat bread, or
 - At least ten (10) loaves whole grain bread.

Processing an Oklahoma eWIC Benefits Transaction

1. **How to start an eWIC transaction:**

- WIC participants are not required to have ID folders or other ID when using their eWIC card.
- WIC participants will not sign any document when paying with eWIC.
- It is not necessary for WIC items to be separated from other items purchased. Cashiers will scan the order as a mixed basket.
- Before scanning begins, the Cashier will NOT use the WIC key used for paper WIC checks on the register. The Cashier will start scanning as if it is a cash sale.

2. **What's next after the Cashier has finished scanning the order:**

- Please remember that eWIC must always be processed first, before other payment methods. Any other method of payment would pay for the WIC items within the scanned order.
- Cashier should press the subtotal key and wait for the WIC participant to swipe their eWIC card and enter their PIN number.
- Once the WIC participant has entered their PIN, the Cashier will ask the participant not to select "Yes or No" on the pin pad and explain to the participant they will need to discuss their eWIC benefits before going forward.
- While watching the customer to ensure they do not select "Yes or No" on the pin pad, the cashier will press the tender key (EFT, Debit/Credit, or WIC tender). The Cashier may need to enter the total amount of sale as displayed on their monitor depending on the register system.

3. **Having the WIC participant confirm eWIC items:**

- Once all steps in section 2 above have been completed, the eWIC Benefits Redemption/Utilized Benefits receipt will print.
- The cashier must provide the eWIC Benefits Redemption/Utilized Benefits receipt to the WIC participant for their approval before moving forward. It is critical the cashier understands this receipt and can explain it to the WIC participant.
- The top portion of this receipt will show the items and quantity of the WIC participant's current eWIC benefits. The bottom of this receipt lists the items to be paid for with the eWIC Card. The Cashier should explain to the customer that the items listed are items eWIC has selected to pay for and any item not listed here will be on their cash balance. Then ask the customer if there are items missing from this list.
- If the WIC participant questions why an item is not listed to be paid by eWIC, the Cashier will use three tools to determine the reason. These tools are; (1) WIC Food Card, (2) List of food item benefits, on the eWIC Benefits Redemption Utilized Benefits receipt, and (3) the quantity balance of those items listed on their benefits. These three tools will always explain why eWIC **is** or **is not** paying for an item.
- Changes can be made at this time to correct a purchase by having the participant select "no" on the pin pad. This will allow you to void any items that did not scan as WIC approved and scan the correct WIC approved items.

4. **Completing the eWIC transaction:**

- Once the WIC participant has agreed with the eWIC Benefits Redemption/Utilized Benefits receipt, the WIC participant will select "Yes" on the pin pad and the cashier will collect all other forms of payment for the remaining items. Once the WIC participant selects "Yes", the eWIC transaction is final. Refunds and returns are not allowed.
- After all forms of payment have been collected, the final receipt will print. The top portion will be a normal appearing receipt showing all items purchased and how they were paid for. The next section will show the WIC participant's beginning eWIC benefits and under that will list each item eWIC paid for. The bottom portion will display the WIC participant's remaining WIC benefits after the transaction.

Oklahoma WIC Vendor Violations and Sanctions

Violations shall be classified as either Class A violations, Class B violations, or Class C violations. Each class of violation is listed below.

A. Mandatory Vendor Sanctions

1. Class A violations:

- a. A vendor convicted of trafficking in food benefits or selling firearms, ammunition, explosives, or controlled substances (as defined in section 102 of Controlled Substances Act (21 U.S.C. 802)) in exchange for food benefits;
- b. Permanent disqualification, disqualification or suspension from participation in the USDA SNAP, or imposition of a civil money penalty by the SNAP;
- c. One incidence of buying or selling food benefits for cash (trafficking);
- d. One incidence of selling firearms, ammunition, explosives, or controlled substances in exchange for food benefits;
- e. One incidence of sale of alcohol or alcoholic beverages or tobacco products in exchange for food benefits;
- f. A pattern of claiming reimbursement for sale of an amount of a specific WIC food item which exceeds the store's documented inventory of that WIC food item for a specific period of time;
- g. A pattern of charging WIC participants, proxies, or department representatives more for WIC food than non-WIC customers, or charging more than the current shelf or agreement price;
- h. A pattern of receiving, transacting and/or redeeming food benefits outside of authorized channels, including the use of an unauthorized vendor and/or an unauthorized person
- i. A pattern of charging for WIC food not received by the participant, proxy, or department representatives;
- j. A pattern of providing credit or non-food items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for food benefits;
- k. A pattern of providing unauthorized food items in exchange for food benefits, including charging for WIC food provided in excess of those listed on the food benefit.

B. State Vendor Violations

1. Class B violations:

- a. Requiring a participant to select a different type or brand of WIC approved foods when not specified on the food benefit;
- b. Failure to post current shelf prices for WIC approved foods;
- c. Seeking restitution from WIC participants for food benefits not paid by the department or fines levied by the department, a financial institution, or the department's fiscal processor;
- d. Failure to attend an annual retail vendor training program;
- e. Refusing to allow participants, proxies or department representatives to take any food items listed on the food benefit;

2. Class C violations:

- a. Failure to submit retail vendor price surveys requested by the department;
- b. Failure to submit information requested by the department within the time period specified by the department;

- c. Failure to maintain the minimum stock requirements as specified in the WIC vendor agreement, and/or having any expired WIC approved foods on the shelf

310:410-3-52. WIC Vendor Sanctions

Any Class A or B violation shall subject the vendor to reimburse the department for any overcharges, charges for items not received by WIC participants, and monies paid for products not authorized as WIC approved foods.

Mandatory Vendor Sanctions

- A. Any Class A violation shall constitute grounds for disqualification of authorization to the WIC Program. If the department determines that disqualification of the vendor would result in inadequate participant access, the department shall impose a civil money penalty in lieu of disqualification. The length of each disqualification is listed below.
 - 1. Permanent disqualification:
 - a. A vendor convicted of trafficking in food benefits or selling firearms, ammunition, explosives, or controlled substances (as defined in section 102 of Controlled Substances Act (21 U.S.C. 802)) in exchange for food benefits.
 - 2. Six-year disqualification:
 - a. One incidence of buying or selling food benefits for cash (trafficking); or
 - b. One incidence of selling firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for food benefits.
 - 3. Three-year disqualification:
 - a. One incidence of sale of alcohol or alcoholic beverages or tobacco products in exchange for food benefits; or
 - b. A pattern of claiming reimbursement for sale of an amount of a specific WIC food item which exceeds the store's documented inventory of that WIC food item for a specific period of time; or
 - c. A pattern of charging participants more for WIC food than non-WIC customers or charging participants more than the current shelf or agreement price; or
 - d. A pattern of receiving, transacting and/or redeeming food benefits outside of authorized channels, including the use of an unauthorized vendor and/or an unauthorized person; or
 - e. A pattern of charging for WIC food not received by the participant, proxy, or department representatives; or
 - f. A pattern of providing credit or non-food items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for food benefits.
 - 4. One-year disqualification:
 - a. A pattern of providing unauthorized food items in exchange for food benefits, including charging for supplemental foods provided in excess of those listed on the food benefit.
 - 5. Disqualification period equal to SNAP disqualification:
 - a. Permanent disqualification, disqualification or suspension from participation in the USDA SNAP, or imposition of a civil money penalty by the SNAP;
 - b. Such sanction shall not be subject to administrative or judicial review under the WIC program.
 - 6. Voluntary withdrawal or non-renewal of agreement:
 - a. The department shall not accept voluntary withdrawal of the vendor from the Program as an alternative to disqualification for violations listed in this section,

- but shall enter the disqualification on the record; or
- b. The department shall not use non-renewal of the vendor agreement as an alternative to disqualification.
- 7. Civil Money Penalty (For each violation subject to a mandatory sanction):
 - a. The department shall impose a Civil Money Penalty in lieu of WIC Program disqualification if such disqualification of the vendor would result in inadequate WIC participant access. The Civil Money Penalty is set forth in 7 CFR 246.12(l)(x)(C) and 7 CFR 3.91(b)(3)(v).

State Vendor Sanctions

- B. Any Class B violation shall constitute grounds for the following sanctions:
 - 1. For the first Class B violation, the WIC retail vendor shall be given written notice of the violation and shall be given an administrative warning.
 - 2. For the second Class B violation committed within one (1) year of the first Class B violation, the vendor shall be subject to a fine assessment of five hundred dollars (\$500). The vendor shall also be required to attend a compliance training workshop.
 - 3. The third Class B violation committed within two (2) years of the first Class B violation shall subject the vendor to a fine assessment of one thousand dollars (\$1,000).
 - 4. The fourth Class B violation committed within two (2) years of the first Class B violation shall be grounds for termination of the vendor authorization, and a fine assessment of two thousand, five hundred dollars (\$2,500).
- C. Any Class C violation shall constitute issuance of an administrative warning. Five (5) Class C violations within a one (1) year period shall be grounds for termination of the vendor authorization for a period of one (1) year.
- D. Second mandatory sanction, a vendor, who previously has been assessed a sanction for any of the violations listed in this part, receives another sanction for any of these violations, the department shall double the sanction.
- E. Third or subsequent mandatory sanction, a vendor, who previously has been assessed two or more sanctions for any of the violations in this part, receives another sanction for any of these violations, the department shall double the third sanction and all subsequent sanctions. The department shall not impose civil money penalties in lieu of disqualification for third or subsequent sanctions for violation listed in this part.
- F. The time period shall commence from the time the notice of violation, termination, or fine assessment is issued by the department.
- G. All fine assessments shall be paid by cashier certified check or money order in United States currency.

Oklahoma WIC Vendor Complaint Process

The Oklahoma WIC Program values our relationship with the Oklahoma WIC Vendor community and strives to ensure that the shopping experience is pleasant for both the cashier and the WIC participant. We welcome any input you have that may help to improve the experience.

If you experience an issue or concern with a WIC participant, please do not hesitate to let us know about it. The concerns you report will assist the Oklahoma WIC Program in identifying WIC participants, vendors, or clinic staff who need additional training. Remember, the issues and concerns reported will help to detect and reduce fraud and abuse in the WIC Program.

There are several convenient ways to report a complaint, fraud, or abuse. Oklahoma WIC Vendors, participants, and clinic staff can report any issues by phone @ 1-888-655-2942, Option #5 or by submitting a completed complaint form ([Oklahoma WIC Vendor Complaint Form](#)) by email at WICVendorsHelpdesk@Health.OK.gov.

Additional Training Opportunities

The Oklahoma WIC Program offers Vendor Training for applicants and current Vendors. The types of training offered include:

- **Initial Vendor Training** – for new applicants or current Owners who are adding additional locations to their current Vendor Agreement.
- **Interactive Vendor Training** – for current vendors and will be completed during the annual routine monitoring visit. Additional training dates provided upon request.
- **Requested Cashier Training** – for current Vendors who would like additional training for their staff.

If your store would like to request additional training for your staff, you may contact WIC Vendor Management at WICVendorsHelpdesk@Health.OK.gov or by phone at 1-88-655-2942, Option 5.

Oklahoma WIC Policy & Procedure Changes since the last training

This section will be used to update the Oklahoma WIC Vendors on any changes to the WIC Program over the last year or since the previous training.

If you have any questions about this year's Annual Training or you need technical assistance, please contact any member of the Oklahoma WIC Vendor Management Team at WICVendorsHelpdesk@Health.OK.gov or by phone at 1-888-6555-2942, Option 5.

In an effort to document your acceptance of the Federal Fiscal Year Annual Training, please complete and return the Acknowledgment of Receipt (located on the last page of this document) to the Oklahoma WIC Program by October 31st at WICVendorsHelpdesk@Health.OK.gov.

**Oklahoma WIC Program
Annual Vendor Training
Acknowledgement of Receipt**

I, _____, representative of _____
Print Name Name of Store

Acknowledge that I have received the Annual Vendor Training.

By signing this acknowledgement, I agree that I have reviewed the training and associated documents, and will make the Oklahoma WIC Program Annual Training available to all staff who handle WIC transactions in this store.

Signature of Representative Date

Please return this acknowledgment to Oklahoma WIC Vendor Management by October 31st. It can be returned via email at WICVendorsHelpdesk@Health.OK.gov.