**GEORGIA WIC PROGRAM**

**NOTICE OF CHANGE IN WIC REQUIREMENTS**

**Effective: December 13, 2019**

**Addendum No. 20-01**

**The following are amendments to requirements for authorized Georgia WIC vendors. All of these amendments will become effective December 13, 2019. All**

**corresponding documents, including the Georgia WIC Program Vendor Handbook, will be revised to correspond with these amendments. Please complete, sign, and**

**date the Addendum Verification Checklist included with this notice by December 11, 2019. Please MAIL the checklist, using a TRACEABLE delivery method,**

**to: Georgia WIC Program, Office of Vendor Management, Attn: WIC Program Addendum 20-01, 2 Peachtree Street, N.W., 10th Floor, Atlanta, Georgia 30303.**

**Faxes and emails will not be accepted. Failure to submit a completed checklist will result in termination from the Georgia WIC Program. The chart below provides**

**a detailed comparative analysis of content modifications made to the Georgia WIC Program Vendor Handbook, effective December 13, 2019. Content changes**

**are highlighted in yellow & red within the right column below.**

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| **Georgia WIC Program Vendor Handbook Effective November 16, 2018** | **Georgia WIC Program Vendor Handbook Effective December 13, 2019** |
| Pages 26 - 30: **Minimum WIC Food Inventory Requirements**  **Minimum WIC Food Inventory Requirements**  Vendors are **required** to maintain in stock a minimum variety and quantity of the WIC foods as  described in the chart below. An on-site inventory audit of the below mentioned WIC-approved food  items is a component of the pre-approval and routine monitoring visits.     | **Georgia WIC Program**  **Minimum Inventory Requirements**  **Effective November 16, 2018** | | | | | | | | --- | --- | --- | --- | --- | --- | --- | | **Food Item** | **Types/Brands** | | | **Size** | **Minimum Inventory** | 🗹 | | MILK  **Least Expensive Brand of type selected/**  **allowed** | Whole Milk | | | Gallon | 4 Gallons | 🞏 | | Fat Free/Skim, Low-Fat (1%) | | | Gallon | 8 Gallons  (Can be Combined) | 🞏 | | CHEESE  **Least Expensive Brand of type selected/allowed** | One Pound Package | | | 16 oz (1 Pound) | 5 - 1 lb Packages  2 Types | 🞏 | | EGGS  **Least Expensive Brand** | Grade A Large | | | 1 Dozen Carton | 4 - 1 Dozen | 🞏 | | PEANUT BUTTER | Any Brand Creamy, Crunchy, or Extra Crunchy (Regular or Low-salt) | | | 16-18 oz | 4 Containers  2 Brands | 🞏 | | BEANS /  PEAS / LENTILS | Dried Beans/Peas/ Lentils | | | 1 Pound Packages | 5 Packages - 2 Types | 🞏 | | Canned Beans/ Peas/ Lentils | | | 15 - 16 oz Cans | 18 Cans - 2 Types | 🞏 | | JUICE | Ready to Serve Container Non-Frozen Concentrate Frozen Concentrate | | | 48 oz  11.5 oz  11.5 -12 oz | 8 Containers – 2 Flavors Any Combination | 🞏 | | Ready to Serve Container | | | 64 oz | 8 Containers - 2 Flavors | 🞏 | | WHOLE GRAIN  BREAD | Whole Grain Bread | | | 16 oz Loaf | 4 Loaves | 🞏 | | CEREAL  **Whole Grain** | WIC Approved Cereal Brands and Types  ***(see WIC Approved Foods List)*** | | | 11- 36 oz | 12 Boxes - 4 Types,  2 Types must be Whole Grain | 🞏 | | FISH  **Least Expensive of type selected** | Tuna  Pink Salmon | | | 5 oz,  6 oz, 7.5 oz  or 14.75 oz | 18 Cans Combined | 🞏 | | INFANT FORMULA | Enfamil AR | | | 12.9 oz can powder | Must be ordered upon request. | 🞏 | | 8 fl oz bottle RTU | Must be ordered upon request. | | Enfamil Infant (milk based) | | | 12.5 oz can powder | 12 cans | | 32 fl oz bottle RTU | Must be ordered upon request. | | 13 fl oz can concentrate | Must be ordered upon request. | | Enfamil ProSobee  (soy based) | | | 12.9 oz can powder | 6 cans | 🞏 | | 8 fl oz bottle RTU | Must be ordered upon request. | | 13 fl oz can concentrate | Must be ordered upon request. | | Enfamil Gentlease (lactose reduced) | | | 12.4 oz can powder | 6 cans | | INFANT CEREAL | Dry Cereal | | | 8 oz Box | 12 Boxes - 2 Types,  **1 must be Rice** | 🞏 | | INFANT FRUIT & VEGETABLES | Fruit and / or Vegetable | | | 4 oz Jars or 8 oz Twin Packs | 72 Jars Combined or 37 – 8 oz Twin Packs | 🞏 | | INFANT MEATS | Meats in Gravy or Broth | | | 2.5 oz Jars | \* Make this item available for purchase, in sufficient quantity upon request within 5 business days. | 🞏 | | FRUITS & VEGETABLES | Fruits | | | Fresh, Frozen, Canned | **Fresh:** 20 Types (Combined Fruits and Vegetables) | 🞏 | | Vegetables | | | Fresh, Frozen, Canned |  |  | | YOGURT  **NO** Mix-in ingredients such as granola, candy pieces, honey, nots, and similar ingredients.  **NO** Drinkable yogurts  **NO** “light” yogurts or artificial sweeteners or stevia  **NO** organic  **NO** fruit fusion | Activa | Low Fat | Any Flavor | 4 oz 4 Pack | 96 oz – low or non- fat; plain or flavored; any combination of packaging  96 oz – whole fat; plain or flavored; any combination of packaging | 🞏 | | Dannon | Whole Fat | Plain  Vanilla  Strawberry | 32 oz | 🞏 | | Low Fat | Any Flavor | | Non-Fat | Any Flavor | | Oikos | Whole Fat (4%) | Plain | 32 oz | 🞏 | | Non-Fat (0%) | Plain  Vanilla | 🞏 | | Yoplait | Non-Fat  Low Fat | Any Flavor | 32 oz  4 oz – 8 pack | 🞏 | | GoGurts | Low Fat | Any Flavor | 2 oz – 16 pack | 🞏 | | GoGurts XL | Low Fat | Any Flavor | 4oz – 8 pack | 🞏 | | Go Big | Low Fat | Any Flavor | 4oz – 8 pack | 🞏 | | Great Value | Non-Fat | Plain | 32 oz | 🞏 | | Low Fat | Plain  Vanilla  Strawberry  Peach | 🞏 | | Greek Whole Fat | Plain | 🞏 | | Greek Non-Fat | Plain  Vanilla  Strawberry | 🞏 | | Kroger | Whole Fat | Plain  Vanilla | 32 oz | 🞏 | | YOGURT |  | Non-Fat | Plain  Vanilla | 32 oz | 🞏 | | Low Fat | Plain | 🞏 | | Chobani | Whole Fat | Plain | 32 oz | 🞏 | | Non-Fat | Plain  Vanilla  Strawberry  Peach | 32 oz | 🞏 | | Non-Fat | Plain | 16 oz | 🞏 | | Low-Fat | Strawberry  Strawberry-Banana  Mixed Berry | 2 oz – 8 pack | 🞏 | | Chobani Kids | Low-Fat | Mixed Berry  Strawberry | 2 oz –16 pack | 🞏 | | Crowley | Non-Fat | Vanilla | 32 oz | 🞏 | | Low-Fat | Plain | 🞏 | | Noosa | Whole Fat | Any Flavor | 8 oz  4 oz- 4 Pack | 🞏 | | LaYogurt | Whole Fat | Plain  Strawberry | 32 oz | 🞏 | | Non-Fat | Plain  Vanilla | 🞏 | | Low-Fat | Plain  Vanilla  Banana  Passion Fruit | 🞏 | | Best Choice | Low-Fat | Plain  Vanilla | 32 oz | 🞏 | | Greek Non-Fat | Plain  Vanilla | 🞏 | | Cabot | Greek Low-Fat | Plain  Vanilla | 32 oz | 🞏 | |  | Essential Everyday | Whole Fat | Plain | 32 oz | 🞏 | |  | Non-Fat | Plain | 🞏 | | YOGURT | Low-Fat | Plain  Vanilla  Strawberry  Peach  Raspberry |  | 🞏 | | Greek Non-Fat | Plain  Vanilla  Strawberry | 🞏 | | Food Club | Non-Fat | Plain | 32 oz | 🞏 | | Low-Fat | Vanilla  Strawberry | 🞏 | | LaLa | Low-Fat | Plain | 32 oz | 🞏 | | Nostimo | Greek Non-Fat | Plain  Vanilla | 32 oz | 🞏 | | Southern Home | Non-Fat | Plain  Vanilla | 32 oz | 🞏 | | Low-Fat | Vanilla | 🞏 | | Greek Non-Fat | Plain | 🞏 | | Winn Dixie | Low-Fat | Plain  Vanilla | 32 oz | 🞏 | | Greek Non-Fat | Plain  Vanilla | 🞏 | | Morning Fresh | Non-Fat | Plain | 32 oz | 🞏 | | Low-Fat | Vanilla | 🞏 | | Food Lion | Non-Fat | Plain | 32 oz | 🞏 | | Low-Fat | Vanilla | 🞏 | | WHOLE WHEAT  MACARONI PRODUCTS  **NO** added sugars, fats, oils, or salt  **NO** Organic  **NO** other sizes or quantities allowed | * Barilla (whole grain) * Essential Everyday (whole wheat) * Food Club (whole wheat) * Gia Russa (whole wheat) * Great Value (whole wheat) * Hodgson Mill (whole wheat) * Kroger (whole wheat) * Publix (whole wheat and whole grain) * Racconto (whole wheat) * Ronzoni Healthy Harvest (whole grain) * Shurfine (whole wheat) | | | 16 oz  Any Shape | 4 - 16 oz Packages | 🞏 |   \*Note: Minimum inventory for contract formulas and Infant meats have been  reduced. Vendors ***must*** be able to order milk and soy contract formulas and  Infant Meats when requested by the participant. | Pages 26 – 33: **Minimum WIC Food Inventory Requirements**  **Minimum WIC Food Inventory Requirements**  Vendors are **required** to maintain in stock a minimum variety and quantity of the WIC foods as  described in the chart below. An on-site inventory audit of the below mentioned WIC-approved food  items is a component of the pre-approval and routine monitoring visits.     | **Georgia WIC Program**  **Minimum Inventory Requirements**  **Effective December 13, 2019** | | | | | | | | | | --- | --- | --- | --- | --- | --- | --- | --- | --- | | **Food Item** | **Types/Brands** | | | | **Size** | | **Minimum Inventory** | 🗹 | | | MILK  **Least Expensive Brand of type selected/**  **allowed** | Whole Milk | | | | Gallon | | 4 Gallons | 🞏 | | | Fat Free/Skim, Low-Fat (1%) | | | | Gallon | | 8 Gallons  (Can be Combined) | 🞏 | | | CHEESE  **Least Expensive Brand of type selected/allowed** | One Pound Package | | | | 16 oz (1 Pound) | | 5 - 1 lb Packages  2 Types | 🞏 | | | EGGS  **Least Expensive Brand** | Grade A Large | | | | 1 Dozen Carton | | 4 - 1 Dozen | 🞏 | | | PEANUT BUTTER   * No reduced fat or peanut butter spreads * No added marshmallow, chocolate, honey, or jelly * No added vitamins/minerals * No added Omega 3 * No other size | Any Brand | | | | 16-18 oz Jar | | 4 Containers  2 Brands | 🞏 | | | Creamy, Crunchy, Extra Crunchy, Natural or Low salt | | | | | BEANS /  PEAS / LENTILS   * No flavored beans or peas * No other size or quantity * No added sugar, fat, oil, or meat * No soups * No baked beans * No immature varieties of legumes such as green peas, or snap beans/green beans | Dried Beans/Peas/ Lentils  (any variety of plain, mature dry beans, peas or lentils) | | | | 1 Pound Packages | | 5 Packages - 2 Types | 🞏 | | | Canned Beans/ Peas/ Lentils (any variety of plain, mature beans, peas, or lentils, including refried beans, low sodium is allowed) | | | | 15 - 16 oz Cans | | 18 Cans - 2 Types | 🞏 | | | TOFU  Calcium set   * No non-calcium set * No other size, type, or quantity | Nasoya | Silken  Extra Firm  Firm | | | 14 to 16 oz package | | Must be ordered upon request. | 🞏 | | | BROWN RICE   * **No** white rice * **No** flavored rice * **Not** any other size or quantity | Any Brand | | | | 16 oz | | Must be ordered upon request. | 🞏 | | | JUICE   * No juice drinks * No juice with sugar added * No sports drinks | Ready to Serve Container, Non-Frozen Concentrate, Frozen Concentrate | | | | 48 oz  11.5 oz  11.5 -12 oz | | 8 Containers – 2 Flavors Any Combination | 🞏 | | | Ready to Serve Container | | | | 64 oz | | 8 Containers - 2 Flavors | 🞏 | | | WHOLE GRAIN  BREAD   * **No** hot dog rolls/buns * **No** other size or quantity | Whole Grain Bread | | | | 16 oz Loaf | | 4 Loaves | 🞏 | | | WHOLE GRAIN TORTILLA   * No other types * No other size or quantity | Whole Wheat | Guerrero  Kroger  MiCasa  Mission Ortega | | | 16 oz package | | Must be ordered upon request. | 🞏 | | | Corn | Chi Chi’s  Guerrero  Herdez  La Banderita  Mission | | | | CEREAL  (Hot & Cold) | WIC Approved Cereal Brands and Types  ***(see WIC Approved Foods List)*** | | | | 11- 36 oz | | 12 Boxes - 4 Types,  **2 Types must be Whole Grain** | 🞏 | | | FISH  **Least Expensive of type selected**   * No packed in oil * No albacore * No added flavorings * No pouches * No Individual serving containers * No fresh or frozen * No other sizes or quantities | Tuna – water packed | | | | 5 oz can  6 oz can  7.5 oz can | | 18 Cans Combined | 🞏 | | | Pink Salmon | | | | 5 oz can  6 oz can  7.5 oz can  14.75 oz can | | | INFANT FORMULA  (The WIC voucher lists the brand, size, and form (powder, concentrate, or ready to feed) that is allowable.) | Enfamil A.R. | | | | 12.9 oz can powder | | Must be ordered upon request. | 🞏 | | | 8 fl oz bottle RTF | | Must be ordered upon request. | | Enfamil Infant (milk based) | | | | 12.5 oz can powder | | 12 cans | | 32 fl oz bottle RTF | | Must be ordered upon request. | | 13 fl oz can concentrate | | Must be ordered upon request. | | Enfamil ProSobee  (soy based) | | | | 12.9 oz can powder | | 6 cans | 🞏 | | | 8 fl oz bottle RTF/ 32 fl oz bottle RTF | | Must be ordered upon request. | | 13 fl oz can concentrate | | Must be ordered upon request. | | Enfamil Gentlease (lactose reduced) | | | | 12.4 oz can powder | | 6 cans | |  | Enfamil 24 | | | | 2 fl oz RTF | | Must be ordered upon request. | 🞏 | | |  | EnfaGrow Premium Toddler Transitions/Enfagrow NeuroPro Toddler Transitions | | | | 20 oz can powder | | Must be ordered upon request. | 🞏 | | |  | EnfaGrow Toddler Transitions Gentlease/Enfagrow NeuroPro Gentlease Toddler Transitions | | | | 20 oz can powder | | Must be ordered upon request. | 🞏 | | | INFANT CEREAL   * No organic * No baby cereal in jars * No cereal with fruit added * No cereal with formula added * No DHA ARA * No other size or quantity | Dry Cereal | | | | 8 oz Containers | | 12 Boxes - 2 Types,  **1 must be Rice** | 🞏 | | | Beech Nut | Rice  Oatmeal  Multigrain | | | | Gerber | Rice  Oatmeal  Multigrain  Whole Wheat | | | | Parent’s Choice | Oatmeal | | | | INFANT FRUIT & VEGETABLES   * No organic * No sweet potato casseroles * No diced * No other size or quantity * No desserts * No pouches * No other combinations * No red bananas or plantains with banana option on infant food voucher | Fruit and / or Vegetable | | | | 4 oz Jars or 2 - 4 oz  Twin Packs | | 72 Jars Combined  or  37 – 8 oz Twin Packs | 🞏 | | | INFANT MEATS | Meats in Gravy or Broth | | | | 2.5 oz Jars | | \* Make this item available for purchase, in sufficient quantity upon request within 5 business days. | 🞏 | | | FRUITS & VEGETABLES | Fruits | | | | Fresh, Frozen, Canned | | **Fresh:** 20 Types (Combined Fruits and Vegetables) | 🞏 | | | Vegetables | | | | Fresh, Frozen, Canned | | 🞏 | | | YOGURT  **NO** Mix-in ingredients such as granola, candy pieces, honey, nots, and similar ingredients.  **NO** Drinkable yogurts  **NO** “light” yogurts or artificial sweeteners or stevia  **NO** organic  **NO** fruit fusion | Activia | | Low Fat | Any Flavor | | 4 oz - 4 Pack | 64 ounces – low or non- fat; plain or flavored; any combination of packaging  1 - 32 oz tub, whole milk; plain or flavored | 🞏 | | | Dannon | | Whole Milk | * Plain * Vanilla * Strawberry | | 32 oz tub | 🞏 | | | Low Fat | Any Flavor | | | Non-Fat | Any Flavor | | | Oikos (Greek) | | Whole Milk (4%) | * Plain | | 32 oz tub | 🞏 | | | Non-Fat (0%) | * Plain * Vanilla | | 🞏 | | | Yoplait | | Non-Fat  Low Fat | Any Flavor | | 32 oz tub  4 oz – 8 pack | 🞏 | | | GoGurts | | Low Fat | Any Flavor | | 2 oz – 16 pack | 🞏 | | | GoGurts XL | | Low Fat | Any Flavor | | 4oz – 8 pack | 🞏 | | | Go Big | | Low Fat | Any Flavor | | 4oz – 8 pack | 🞏 | | | Great Value | | Non-Fat | * Plain | | 32 oz tub | 🞏 | | | Low Fat | * Plain * Vanilla * Strawberry * Peach | | 🞏 | | | Greek Whole Milk | Plain | | 🞏 | | | Greek Non-Fat | * Plain * Vanilla * Strawberry | | 32 oz tub | 🞏 | | | Kroger | | Whole Milk | * Plain * Vanilla | | 32 oz tub | 🞏 | | | YOGURT | Non-Fat | * Plain * Vanilla | | 32 oz tub | 🞏 | | | Low Fat | * Plain | | 🞏 | | | Chobani | | Whole Milk | * Plain | | 32 oz tub | 🞏 | | | Non-Fat | * Plain * Vanilla * Strawberry * Peach | | 32 oz tub | 🞏 | | | Non-Fat | * Plain | | 16 oz | 🞏 | | | Low-Fat | * Strawberry * Strawberry-Banana * Mixed Berry | | 2 oz – 8 pack | 🞏 | | | Chobani Kids | | Low-Fat | * Mixed Berry * Strawberry | | 2 oz –16 pack | 🞏 | | | Crowley | | Non-Fat | * Vanilla | | 32 oz tub | 🞏 | | | Low-Fat | * Plain | | 🞏 | | | Noosa | | Whole Milk | * Any Flavor | | 8 oz | 🞏 | | | 4 oz- 4 Pack | | 24 oz tub | | LaYogurt | | Whole Milk | * Plain * Strawberry | | 32 oz tub | 🞏 | | | Non-Fat | * Plain * Vanilla | | 32 oz tub | 🞏 | | | Low-Fat | * Plain * Vanilla * Banana * Passion Fruit | | 32 oz tub | 🞏 | | | Best Choice | | Low-Fat | * Plain * Vanilla | | 32 oz tub | 🞏 | | | Greek Non-Fat | * Plain * Vanilla | | 32 oz tub | 🞏 | | | Cabot | | Greek Low-Fat | * Plain * Vanilla | | 32 oz tub | 🞏 | | |  | Essential Everyday | | Whole Fat | * Plain | | 32 oz tub | 🞏 | | |  | Non-Fat | * Plain | | 32 oz tub | 🞏 | | | YOGURT | Low-Fat | * Plain * Vanilla * Strawberry * Peach * Raspberry | | 32 oz tub |  | 🞏 | | | Greek Non-Fat | * Plain * Vanilla * Strawberry | | 32 oz tub | 🞏 | | | Food Club | | Non-Fat | * Plain | | 32 oz tub | 🞏 | | | Low-Fat | * Vanilla * Strawberry | | 🞏 | | | LaLa | | Low-Fat | * Plain | | 32 oz tub | 🞏 | | | Nostimo | | Greek Non-Fat | * Plain * Vanilla | | 32 oz tub | 🞏 | | | SEGrocers | | Non-Fat | * Plain * Vanilla | | 32 oz tub | 🞏 | | | Low-Fat | * Vanilla | | 🞏 | | | Greek Non-Fat | * Plain | | 🞏 | | | Coburn Farms | | Low-Fat | * Plain * Vanilla | | 32 oz tub | 🞏 | | | Greek Non-Fat | * Plain * Vanilla | | 🞏 | | | Morning Fresh | | Non-Fat | * Plain | | 32 oz tub | 🞏 | | | Low-Fat | * Vanilla | | 🞏 | | | Food Lion | | Non-Fat | * Plain | | 32 oz tub | 🞏 | | | Low-Fat | * Vanilla | | 🞏 | | | WHOLE WHEAT  MACARONI PRODUCTS  **NO** added sugars, fats, oils, or salt  **NO** Organic  **NO** other sizes or quantities allowed | * Barilla (whole grain) * Essential Everyday (whole wheat) * Food Club (whole wheat) * Gia Russa (whole wheat) * Great Value (whole wheat) * Hodgson Mill (whole wheat) * Kroger (whole wheat) * Publix (whole wheat and whole grain) * Racconto (whole wheat) * Ronzoni Healthy Harvest (whole grain) * Shurfine (whole wheat) | | | | 16 oz  Any Shape | | Must be ordered upon request. | 🞏 | |   **\*Note: Vendors *must* be able to order milk and soy contract formulas, whole wheat pasta, Brown Rice and Infant Meats or any approved food item when requested by the participant.** |
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| Pages 55 – 56: **TERMINATION OF THE VENDOR AGREEMENT** | Pages 58 – 59: **TERMINATION OF THE VENDOR AGREEMENT** |
| TERMINATION OF THE VENDOR AGREEMENT Su**mmary Termination**  Georgia WIC will immediately terminate this agreement if it determines that the vendor provided false information or made a material omission in connection with its application for authorization or re-authorization.  **Termination upon Notice**  Georgia WIC may terminate the vendor agreement for cause after providing at least fifteen (15) days advance written notice. Use of the vendor stamp shall be discontinued fifteen (15) days after the date of the termination notice. Any food instruments submitted for payment after fifteen (15) days of the date of the termination notice will not be paid. All terminations shall remain in effect during the administrative review process. Reasons for termination **may include, but are not limited to, the following**:   1. Voluntary withdrawal from the WIC program. 2. The decision to sell the store. 3. Use of the WIC acronym, WIC logo, or close facsimiles thereof, in total or in part, in a manner that violates the provisions of this vendor handbook. 4. Accepting food instruments through the mail or mailing any approved formula/medical food directly to the WIC customer. 5. Failure to complete and submit documentation for annual training by the deadline specified by Georgia WIC. 6. Failure to provide Georgia WIC with written notice of a change in the vendor’s business within at least twenty-one (21) days in advance of the change (including but is not limited to a change in ownership, name, location, corporate structure, sale or transfer of the business, or cessation of operation. 7. Two (2) failed attempts by Georgia WIC to contact the vendor during business hours at the vendor’s reported address and telephone number. 8. Determination that the vendor’s SNAP license is invalid or not current. 9. Intentionally providing false information or vendor records, other than information or records provided in connection with a vendor application for authorization or re-authorization. 10. Failure to provide food instruments, inventory records, food sales, gross sales or tax information upon request. 11. Failure to allow monitoring by WIC representatives, or harassing or threatening any WIC representative. 12. Forging a participant’s signature on a WIC food instrument. 13. Reproducing the WIC vendor stamp or the use of a stamping device to redeem vouchers that was not issued by the Georgia WIC Program. 14. Identification by Georgia WIC of a conflict of interest as defined by applicable state laws, regulations, and policies, between the vendor and Georgia WIC or its local agencies. 15. Failure to enroll in ACH within the time specified. 16. Four (4) failed assessments for non-competitive prices within a 12-month period or less. 17. Providing prohibited incentive items as part of a WIC transaction, in a manner that violates the provisions of this handbook. 18. Failure to meet the selection criteria in effect at the time of assessment at any time throughout the agreement period. 19. Less than $2,000.00 in annual (12 consecutive months) WIC redemptions or not redeeming any WIC food instruments within a sixty (60) day period, except pharmacies and military commissaries. 20. Vendors that are determined to be an A-50 vendor will be terminated from the program, unless it is determined that termination would result in inadequate participant access. 21. Violation of any federal or state law or regulation, or terms of the WIC Vendor Agreement or Vendor Handbook not otherwise covered by the sanction system.   After being terminated from the Georgia WIC Program, the vendor will not be automatically reinstated as an authorized WIC vendor. The vendor may re-apply, as a new applicant, no sooner than one (1) year after being terminated from Georgia WIC. To re-apply, the vendor must complete the application process in its entirety. | TERMINATION OF THE VENDOR AGREEMENT Su**mmary Termination**  Georgia WIC will immediately terminate this agreement if it determines that the vendor provided false information or made a material omission in connection with its application for authorization or re-authorization.  **Termination upon Notice**  Georgia WIC may terminate the vendor agreement for cause after providing at least fifteen (15) days advance written notice. Use of the vendor stamp shall be discontinued fifteen (15) days after the date of the termination notice. Any food instruments submitted for payment after fifteen (15) days of the date of the termination notice will not be paid. All terminations shall remain in effect during the administrative review process. Reasons for termination **may include, but are not limited to, the following**:   1. Voluntary withdrawal from the WIC program (termination period of 6 months). 2. The decision to sell the store (termination period of 6 months). 3. Use of the WIC acronym, WIC logo, or close facsimiles thereof, in total or in part, in a manner that violates the provisions of this vendor handbook (termination period of 12 months). 4. Accepting food instruments through the mail or mailing any approved formula/medical food directly to the WIC customer (termination period of 12 months). 5. Failure to complete and submit documentation for annual training by the deadline specified by Georgia WIC (termination period of 12 months). 6. Failure to provide Georgia WIC with written notice of a change in the vendor’s business within at least twenty-one (21) days in advance of the change (including but is not limited to a change in ownership, name, location, corporate structure, sale or transfer of the business, or cessation of operation (termination period of 6 months). 7. Two (2) failed attempts by Georgia WIC to contact the vendor during business hours at the vendor’s reported address and telephone number (termination period of 6 months). 8. Determination that the vendor’s SNAP license is invalid or not current (termination period of 6 months). 9. Intentionally providing false information or vendor records, other than information or records provided in connection with a vendor application for authorization or re-authorization (termination period of 12 months). 10. Failure to provide food instruments, inventory records, food sales, gross sales or tax information upon request (termination period of 12 months). 11. Failure to allow monitoring by WIC representatives, or harassing or threatening any WIC representative (termination period of 12 months). 12. Forging a participant’s signature on a WIC food instrument (termination period of 12 months). 13. Reproducing the WIC vendor stamp or the use of a stamping device to redeem vouchers that was not issued by the Georgia WIC Program (termination period of 12 months). 14. Identification by Georgia WIC of a conflict of interest as defined by applicable state laws, regulations, and policies, between the vendor and Georgia WIC or its local agencies (termination period of 6 months). 15. Failure to enroll in ACH within the time specified (termination period of 6 months). 16. Four (4) failed assessments for non-competitive prices within a 12-month period or less (termination period of 12 months). 17. Providing prohibited incentive items as part of a WIC transaction, in a manner that violates the provisions of this handbook (termination period of 12 months). 18. Failure to meet the selection criteria in effect at the time of assessment at any time throughout the agreement period (termination period of 6 months). 19. Less than $2,000.00 in annual (12 consecutive months) WIC redemptions or not redeeming any WIC food instruments within a sixty (60) day period, except pharmacies and military commissaries (termination period of 6 months). 20. Vendors that are determined to be an A-50 vendor will be terminated from the program, unless it is determined that termination would result in inadequate participant access (termination period of 6 months). 21. Violation of any federal or state law or regulation, or terms of the WIC Vendor Agreement or Vendor Handbook not otherwise covered by the sanction system (termination period of 12 months).   After being terminated from the Georgia WIC Program, the vendor will not be automatically reinstated as an authorized WIC vendor. The vendor may re-apply, as a new applicant, no sooner than the completion of the specified termination period outlined by Georgia WIC. To re-apply, the vendor must complete the application process in its entirety. |
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| Pages 66 – 67: **ADMINISTRATIVE REVIEW AND APPEAL PROCEDURES** | Pages 69 – 71: **ADMINISTRATIVE REVIEW AND APPEAL PROCEDURES** |
| ADMINISTRATIVE REVIEW AND APPEAL PROCEDURES **Procedures for Vendor Administrative Review, Hearings and Appeals**   1. **Effective Date of Adverse Actions** Unless a later date is specified in the notice of adverse action against a vendor by the State agency, all adverse actions (except denials of vendor authorization and permanent disqualifications which are effective on the date of receipt of the notice) shall be effective fifteen days after the date of the notice of the adverse action. All adverse actions shall remain in effect during the administrative appeal process.   **(2) Full Administrative Review**  (a) The following adverse actions shall be subject to full administrative review upon timely request by the vendor:  (i) denial of authorization based on the application of the vendor selection criteria for minimum variety and quantity of authorized supplemental foods, or on a determination that the vendor is operating a store sold by its previous owner in an attempt to circumvent a sanction, as stated in 7 C.F.R. § 246.12(g)(7);  (ii) termination of an agreement for cause;  (iii) disqualification; and  (iv) imposition of a fine or a civil money penalty in lieu of disqualification.  (b) These procedures shall be followed in cases meriting full administrative review:  (i) The State agency shall give written notice to the vendor of the adverse action, the procedures to follow to obtain full administrative review, the causes for and the effective date of the action. When a vendor is disqualified due in whole or in part for any of the violations listed in 7 C.F.R § 246.12(l)(1), the notice shall include the following statement: "This disqualification from WIC may result in disqualification as a retailer in SNAP. Such disqualification is not subject to administrative or judicial review under SNAP."  (ii) A vendor seeking review must send a written request for review to the Commissioner of the State agency within fifteen days from the date of the notice of adverse action, with a copy of the decision to be reviewed and any documents, argument, or information that the vendor contends would justify reversal;  (iii) Upon receiving a timely request for review, the Commissioner shall refer the case to the Office of State Administrative Hearings (OSAH) for initial decision.  (iv) The hearing before OSAH shall be conducted in accordance with the Georgia Administrative Procedures Act and the rules of OSAH. In addition, the Administrative Law Judge (ALJ) shall ensure that the vendor is given:   1. Adequate advance notice of the time and place of the administrative review to provide all parties involved sufficient time to prepare for the review; 2. The opportunity to present its case and at least one opportunity to reschedule the administrative review date upon specific request; 3. The opportunity to cross-examine adverse witnesses. When necessary to protect the identity of WIC Program investigators, such examination may be conducted behind a protective screen or other device to conceal the investigator’s face and body; 4. The opportunity to be represented by counsel; and 5. The opportunity to examine prior to the hearing the evidence upon which the State agency's action is based.   (v) The ALJ’s determination shall be based solely on whether the State agency has correctly applied Federal and State statutes, regulations, policies, and procedures governing the WIC Program, according to the evidence presented at the review.  (vi) The Commissioner shall appoint an attorney from the Office of General Counsel as a reviewing official to review the ALJ’s initial decision at the request of either party within ten days of the date of the ALJ’s initial decision, to ensure that it conforms to approved policies and procedures, and to render the final agency decision in accordance with O.C.G.A. § 50-13-41. If neither party requests that the ALJ’s decision be reviewed, then the ALJ’s decision shall become the final agency decision thirty days after it was entered.  (vii) When the ALJ’s decision is reviewed at the request of either party, the reviewing official shall provide written notification of the final agency decision, including the basis for the decision, and the vendor’s right to seek judicial review pursuant to O.C.G.A. § 50-13-19, within the time period prescribed by O.C.G.A. § 50-13-41. If the adverse action under review has not already taken effect, the review official’s decision shall be effective on the date of receipt by the vendor. | ADMINISTRATIVE REVIEW AND APPEAL PROCEDURES **Procedures for Vendor Administrative Review, Hearings and Appeals**  **(1) Effective Date of Adverse Actions** Unless a later date is specified in the notice of adverse action against a vendor by the State agency, all adverse actions (except denials of vendor authorization and permanent disqualifications which are effective on the date of receipt of the notice) shall be effective fifteen days after the date of the notice of the adverse action. All adverse actions shall remain in effect during the administrative appeal process.  **(2) Full Administrative Review**  (a) The following adverse actions shall be subject to full administrative review upon timely request by the vendor:  (i) denial of authorization based on the application of the vendor selection criteria for minimum variety and quantity of authorized supplemental foods, or on a determination that the vendor is operating a store sold by its previous owner in an attempt to circumvent a sanction, as stated in 7 C.F.R. § 246.12(g)(7);  (ii) termination of an agreement for cause;  (iii) disqualification; and  (iv) imposition of a fine or a civil money penalty in lieu of disqualification.  (b) These procedures shall be followed in cases meriting full administrative review:  (i) The State agency shall give written notice to the vendor of the adverse action, the procedures to follow to obtain full administrative review, the causes for and the effective date of the action. When a vendor is disqualified due in whole or in part for any of the violations listed in 7 C.F.R § 246.12(l)(1), the notice shall include the following statement: "This disqualification from WIC may result in disqualification as a retailer in SNAP. Such disqualification is not subject to administrative or judicial review under SNAP."  (ii) A vendor seeking review must send a written request for review to the Commissioner of the State agency within fifteen days from the date of the notice of adverse action, with a copy of the decision to be reviewed and any documents, argument, or information that the vendor contends would justify reversal;  (iii) Upon receiving a timely request for review, the Commissioner shall refer the case to the Office of State Administrative Hearings (OSAH) for initial decision. The referral shall be sent to OSAH within a reasonable period of time not to exceed 30 days after receipt of a timely request for review. If the State agency fails to refer the case to OSAH within a reasonable period of time, the vendor requesting the hearing may petition OSAH directly for an order permitting the vendor to file a request for hearing directly with OSAH.  (iv) The hearing before OSAH shall be conducted in accordance with the Georgia Administrative Procedures Act and the rules of OSAH. In addition, the Administrative Law Judge (ALJ) shall ensure that the vendor is given:   1. Adequate advance notice of the time and place of the administrative review to provide all parties involved sufficient time to prepare for the review; 2. The opportunity to present its case and at least one opportunity to reschedule the administrative review date upon specific request; 3. The opportunity to cross-examine adverse witnesses. When necessary to protect the identity of WIC Program investigators, such examination may be conducted behind a protective screen or other device to conceal the investigator’s face and body; 4. The opportunity to be represented by counsel; and 5. The opportunity to examine prior to the hearing the evidence upon which the State agency's action is based.   (v) Within 30 days after the close of the record, the ALJ shall issue a decision to all parties in the case, except when it is determined that the complexity of the issues and the length of the record require an extension of this period and an order is issued by the ALJ so providing.  (vi) Every decision of the ALJ shall contain findings of fact, conclusions of law, and a disposition of the case. The ALJ’s determination shall be based solely on whether the State Agency has correctly applied Federal and State statutes, regulations, policies, and procedures governing the WIC Program, according to the evidence presented at the review.  (vii) Every decision of the ALJ shall be a final decision as set forth in O.C.G.A. § 50-13-17b). Any aggrieved party, including the State agency, may seek judicial review of the ALJ’s final decision pursuant to O.C.G.A. § 50-13-19, within the time period prescribed by O.C.G.A. § 50-13-41. If the adverse action under review has not already taken effect, the ALJ’s final decision shall be effective on the date of receipt by the vendor. |

Please ensure that all of the information you receive pertaining to Georgia WIC is official documentation. We consider official documentation to be any document you receive from Georgia WIC with the program logo, and/or the signature of the Director of the Georgia WIC program or Deputy Director of Vendor Management. If you have any questions pertaining to Georgia WIC or its processes, please contact Georgia WIC at 1-866-814-5468, or visit our website at <http://dph.georgia.gov/vendor-information>.