

**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.

Georgia WIC Program Vendor Handbook Effective November 16, 2018	Georgia WIC Program Vendor Handbook Effective December 13, 2019																														
Pages 26 - 30: <b>Minimum WIC Food Inventory Requirements</b>	Pages 26 – 33: <b>Minimum WIC Food Inventory Requirements</b>																														
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Vendors are <b>REQUIRED</b> 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.	Vendors are <b>REQUIRED</b> 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.																														
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Least Expensive Brand of type selected/ allowed	Fat Free/Skim, Low-Fat (1%)	Gallon	8 Gallons (Can be Combined)	<input type="checkbox"/>	Least Expensive Brand of type selected/ allowed	Fat Free/Skim, Low-Fat (1%)	Gallon	8 Gallons (Can be Combined)	<input type="checkbox"/>
CHEESE Least Expensive Brand of type selected/allowed	One Pound Package	16 oz (1 Pound)	5 - 1 lb Packages 2 Types	<input type="checkbox"/>	CHEESE Least Expensive Brand of type selected/allowed	One Pound Package	16 oz (1 Pound)	5 - 1 lb Packages 2 Types	<input type="checkbox"/>
EGGS Least Expensive Brand	Grade A Large	1 Dozen Carton	4 - 1 Dozen	<input type="checkbox"/>	EGGS Least Expensive Brand	Grade A Large	1 Dozen Carton	4 - 1 Dozen	<input type="checkbox"/>
PEANUT BUTTER	Any Brand Creamy, Crunchy, or Extra Crunchy (Regular or Low-salt)	16-18 oz	4 Containers 2 Brands	<input type="checkbox"/>	PEANUT BUTTER	Any Brand	16-18 oz Jar	4 Containers 2 Brands	<input type="checkbox"/>
BEANS / PEAS / LENTILS	Dried Beans/Peas/ Lentils	1 Pound Packages	5 Packages - 2 Types	<input type="checkbox"/>	<ul style="list-style-type: none"> <li>No reduced fat or peanut butter spreads</li> <li>No added marshmallow, chocolate, honey, or jelly</li> <li>No added vitamins/minerals</li> <li>No added Omega 3</li> <li>No other size</li> </ul>				
	Canned Beans/ Peas/ Lentils	15 - 16 oz Cans	18 Cans - 2 Types	<input type="checkbox"/>		Creamy, Crunchy, Extra Crunchy, Natural or Low salt			
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	<input type="checkbox"/>					
	Ready to Serve Container	64 oz	8 Containers - 2 Flavors	<input type="checkbox"/>					
WHOLE GRAIN BREAD	Whole Grain Bread	16 oz Loaf	4 Loaves	<input type="checkbox"/>					
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	<input type="checkbox"/>					
FISH Least Expensive of type selected	Tuna Pink Salmon	5 oz, 6 oz, 7.5 oz or 14.75 oz	18 Cans Combined	<input type="checkbox"/>					
INFANT FORMULA	Enfamil AR	12.9 oz can powder	Must be ordered upon request.	<input type="checkbox"/>					
		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.						
		12.9 oz can powder	6 cans						

	Enfamil ProSobee (soy based)			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	<input type="checkbox"/>
INFANT FRUIT & VEGETABLES	Fruit and / or Vegetable			4 oz Jars or 8 oz Twin Packs	72 Jars Combined or 37 – 8 oz Twin Packs	<input type="checkbox"/>
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.	<input type="checkbox"/>
FRUITS & VEGETABLES	Fruits			Fresh, Frozen, Canned	Fresh: 20 Types (Combined Fruits and Vegetables)	<input type="checkbox"/>
	Vegetables			Fresh, Frozen, Canned		
YOGURT  NO Mix-in ingredients such as granola, candy pieces, honey, nuts, 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	<input type="checkbox"/>
	Dannon	Whole Fat	Plain Vanilla Strawberry	32 oz		<input type="checkbox"/>
		Low Fat	Any Flavor			<input type="checkbox"/>
		Non-Fat	Any Flavor			<input type="checkbox"/>
	Oikos	Whole Fat (4%)	Plain	32 oz		<input type="checkbox"/>
		Non-Fat (0%)	Plain Vanilla			<input type="checkbox"/>
	Yoplait	Non-Fat	Any Flavor	32 oz		<input type="checkbox"/>
		Low Fat		4 oz – 8 pack		<input type="checkbox"/>
	GoGurts	Low Fat	Any Flavor	2 oz – 16 pack		<input type="checkbox"/>
	GoGurts XL	Low Fat	Any Flavor	4oz – 8 pack		<input type="checkbox"/>
	Go Big	Low Fat	Any Flavor	4oz – 8 pack		<input type="checkbox"/>
	Great Value	Non-Fat	Plain	32 oz		<input type="checkbox"/>
Low Fat		Plain Vanilla	<input type="checkbox"/>			

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	<input type="checkbox"/>
	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	<input type="checkbox"/>
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.	<input type="checkbox"/>
BROWN RICE • No white rice • No flavored rice • Not any other size or quantity	Any Brand		16 oz	Must be ordered upon request.	<input type="checkbox"/>
JUICE • No juice 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	<input type="checkbox"/>

YOGURT			Strawberry Peach			<ul style="list-style-type: none"><li>No juice with sugar added</li><li>No sports drinks</li></ul>	Ready to Serve Container	64 oz	8 Containers - 2 Flavors	<input type="checkbox"/>	
		Greek Whole Fat	Plain		<input type="checkbox"/>						
		Greek Non-Fat	Plain Vanilla Strawberry		<input type="checkbox"/>						
	Kroger	Whole Fat	Plain Vanilla	32 oz	<input type="checkbox"/>	<ul style="list-style-type: none"><li>No hot dog rolls/buns</li><li>No other size or quantity</li></ul>	Whole Grain Bread	16 oz Loaf	4 Loaves	<input type="checkbox"/>	
		Non-Fat	Plain Vanilla	32 oz	<input type="checkbox"/>						
	Chobani	Low Fat	Plain	32 oz	<input type="checkbox"/>	<ul style="list-style-type: none"><li>WHOLE GRAIN TORTILLA</li><li>No other types</li><li>No other size or quantity</li></ul>	Whole Wheat	Guerrero Kroger MiCasa Mission Ortega	16 oz package	Must be ordered upon request.	<input type="checkbox"/>
		Whole Fat	Plain	32 oz	<input type="checkbox"/>		Corn	Chi Chi's Guerrero Herdez La Banderita Mission			
		Non-Fat	Plain Vanilla Strawberry Peach	32 oz	<input type="checkbox"/>						
		Non-Fat	Plain	16 oz	<input type="checkbox"/>						
		Low-Fat	Strawberry Strawberry-Banana Mixed Berry	2 oz – 8 pack	<input type="checkbox"/>						
	Chobani Kids	Low-Fat	Mixed Berry Strawberry	2 oz –16 pack	<input type="checkbox"/>	CEREAL (Hot & Cold)	WIC Approved Cereal Brands and Types (see <b>WIC Approved Foods List</b> )	11- 36 oz	12 Boxes - 4 Types, <b>2 Types must be Whole Grain</b>	<input type="checkbox"/>	
	Crowley	Non-Fat	Vanilla	32 oz	<input type="checkbox"/>						
		Low-Fat	Plain		<input type="checkbox"/>						
	Noosa	Whole Fat	Any Flavor	8 oz 4 oz- 4 Pack	<input type="checkbox"/>	<ul style="list-style-type: none"><li>FISH</li><li>Least Expensive of type selected</li><li>No packed in oil</li><li>No albacore</li><li>No added flavorings</li><li>No pouches</li><li>No Individual serving containers</li><li>No fresh or frozen</li><li>No other sizes or quantities</li></ul>	Tuna – water packed	5 oz can 6 oz can 7.5 oz can	18 Cans Combined	<input type="checkbox"/>	
	LaYogurt	Whole Fat	Plain Strawberry	32 oz	<input type="checkbox"/>		Pink Salmon	5 oz can 6 oz can 7.5 oz can 14.75 oz can			
		Non-Fat	Plain Vanilla		<input type="checkbox"/>						
		Low-Fat	Plain Vanilla Banana Passion Fruit		<input type="checkbox"/>						
	Best Choice	Low-Fat	Plain Vanilla	32 oz	<input type="checkbox"/>		INFANT FORMULA (The WIC voucher lists the brand, size, and form (powder,	Enfamil A.R.			12.9 oz can powder
		Greek Non-Fat	Plain Vanilla		<input type="checkbox"/>						



<div>WHOLE WHEAT</div> <div>MACARONI PRODUCTS</div> <div><div>NO added sugars, fats, oils, or salt</div><div>NO Organic</div><div>NO other sizes or quantities allowed</div></div>	<div><div><div>• Barilla (whole grain)</div><div>• Essential Everyday (whole wheat)</div><div>• Food Club (whole wheat)</div><div>• Gia Russa (whole wheat)</div><div>• Great Value (whole wheat)</div><div>• Hodgson Mill (whole wheat)</div><div>• Kroger (whole wheat)</div><div>• Publix (whole wheat and whole grain)</div><div>• Racconto (whole wheat)</div><div>• Ronzoni Healthy Harvest (whole grain)</div><div>• Shurfine (whole wheat)</div></div></div>	16 oz Any Shape	4 - 16 oz Packages	<div>☐</div>										
					<div><div><div>• No DHA ARA</div><div>• No other size or quantity</div></div></div>	Parent's Choice	Oatmeal							
					INFANT FRUIT & VEGETABLES	Fruit and / or Vegetable				4 oz Jars or 2 - 4 oz Twin Packs		72 Jars Combined or 37 – 8 oz Twin Packs	<div>☐</div>	
					<div><div><div>• No organic</div><div>• No sweet potato casseroles</div><div>• No diced</div><div>• No other size or quantity</div><div>• No desserts</div><div>• No pouches</div><div>• No other combinations</div><div>• No red bananas or plantains with banana option on infant food voucher</div></div></div>									
					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.	<div>☐</div>	
					FRUITS & VEGETABLES	Fruits				Fresh, Frozen, Canned		Fresh: 20 Types (Combined Fruits and Vegetables)	<div>☐</div>	
						Vegetables				Fresh, Frozen, Canned			<div>☐</div>	
YOGURT	Activia	Low Fat	Any Flavor		4 oz - 4 Pack		64 ounces –	<div>☐</div>						
NO mix-in ingredients such as granola, candy pieces, honey, nots, and similar ingredients.	Dannon	Whole Milk	<div><div>• Plain</div><div>• Vanilla</div><div>• Strawberry</div></div>		32 oz tub	low or non-fat; plain or flavored; any combination of packaging	<div>☐</div>							
		Low Fat	Any Flavor											
		Non-Fat	Any Flavor											

\*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.

		NO drinkable yogurts  NO “light” yogurts or artificial sweeteners or stevia  NO organic  NO fruit fusion   
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		Crowley	Non-Fat	<ul style="list-style-type: none"><li>• Vanilla</li></ul>	32 oz <b>tub</b>		<input type="checkbox"/>
			Low-Fat	<ul style="list-style-type: none"><li>• Plain</li></ul>			<input type="checkbox"/>
		Noosa	Whole <b>Milk</b>	<ul style="list-style-type: none"><li>• Any Flavor</li></ul>	8 oz		<input type="checkbox"/>
					4 oz- 4 Pack		
					<b>24 oz tub</b>		
		LaYogurt	Whole <b>Milk</b>	<ul style="list-style-type: none"><li>• Plain</li><li>• Strawberry</li></ul>	32 oz <b>tub</b>		<input type="checkbox"/>
			Non-Fat	<ul style="list-style-type: none"><li>• Plain</li><li>• Vanilla</li></ul>	32 oz <b>tub</b>		<input type="checkbox"/>
			Low-Fat	<ul style="list-style-type: none"><li>• Plain</li><li>• Vanilla</li><li>• Banana</li><li>• Passion Fruit</li></ul>	32 oz <b>tub</b>		<input type="checkbox"/>
		Best Choice	Low-Fat	<ul style="list-style-type: none"><li>• Plain</li><li>• Vanilla</li></ul>	32 oz <b>tub</b>		<input type="checkbox"/>
			Greek Non-Fat	<ul style="list-style-type: none"><li>• Plain</li><li>• Vanilla</li></ul>	32 oz <b>tub</b>		<input type="checkbox"/>
		Cabot	Greek Low-Fat	<ul style="list-style-type: none"><li>• Plain</li><li>• Vanilla</li></ul>	32 oz <b>tub</b>		<input type="checkbox"/>
			Whole Fat	<ul style="list-style-type: none"><li>• Plain</li></ul>	32 oz <b>tub</b>		<input type="checkbox"/>
			Non-Fat	<ul style="list-style-type: none"><li>• Plain</li></ul>	32 oz <b>tub</b>		<input type="checkbox"/>
	YOGURT	Essential Everyday	Low-Fat	<ul style="list-style-type: none"><li>• Plain</li><li>• Vanilla</li><li>• Strawberry</li><li>• Peach</li><li>• Raspberry</li></ul>	32 oz <b>tub</b>		<input type="checkbox"/>
			Greek Non-Fat	<ul style="list-style-type: none"><li>• Plain</li><li>• Vanilla</li><li>• Strawberry</li></ul>	32 oz <b>tub</b>		<input type="checkbox"/>
		Food Club	Non-Fat	<ul style="list-style-type: none"><li>• Plain</li></ul>	32 oz <b>tub</b>		<input type="checkbox"/>
			Low-Fat	<ul style="list-style-type: none"><li>• Vanilla</li><li>• Strawberry</li></ul>			<input type="checkbox"/>
		LaLa	Low-Fat	<ul style="list-style-type: none"><li>• Plain</li></ul>	32 oz <b>tub</b>		<input type="checkbox"/>
		Nostimo	Greek Non-Fat	<ul style="list-style-type: none"><li>• Plain</li><li>• Vanilla</li></ul>	32 oz <b>tub</b>		<input type="checkbox"/>
		<b>SEGrocers</b>	Non-Fat	<ul style="list-style-type: none"><li>• Plain</li><li>• Vanilla</li></ul>	32 oz <b>tub</b>		<input type="checkbox"/>
			Low-Fat	<ul style="list-style-type: none"><li>• Vanilla</li></ul>			<input type="checkbox"/>





Pages 55 – 56: TERMINATION OF THE VENDOR AGREEMENT	Pages 58 – 59: TERMINATION OF THE VENDOR AGREEMENT
TERMINATION OF THE VENDOR AGREEMENT	TERMINATION OF THE VENDOR AGREEMENT
Summary Termination	Summary 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.	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	Termination upon Notice
<p>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 <u>will not</u> be paid. All terminations shall remain in effect during the administrative review process. Reasons for termination <b>may include, but are not limited to, the following:</b></p> <ol style="list-style-type: none"> <li>Voluntary withdrawal from the WIC program.</li> <li>The decision to sell the store.</li> <li>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.</li> <li>Accepting food instruments through the mail or mailing any approved formula/medical food directly to the WIC customer.</li> <li>Failure to complete and submit documentation for annual training by the deadline specified by Georgia WIC.</li> <li>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.</li> <li>Two (2) failed attempts by Georgia WIC to contact the vendor during business hours at the vendor's reported address and telephone number.</li> <li>Determination that the vendor's SNAP license is invalid or not current.</li> <li>Intentionally providing false information or vendor records, other than information or records provided in connection with a vendor application for authorization or re-authorization.</li> <li>Failure to provide food instruments, inventory records, food sales, gross sales or tax information upon request.</li> <li>Failure to allow monitoring by WIC representatives, or harassing or threatening any WIC representative.</li> <li>Forging a participant's signature on a WIC food instrument.</li> </ol>	<p>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 <u>will not</u> be paid. All terminations shall remain in effect during the administrative review process. Reasons for termination <b>may include, but are not limited to, the following:</b></p> <ol style="list-style-type: none"> <li>Voluntary withdrawal from the WIC program (termination period of 6 months).</li> <li>The decision to sell the store (termination period of 6 months).</li> <li>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).</li> <li>Accepting food instruments through the mail or mailing any approved formula/medical food directly to the WIC customer (termination period of 12 months).</li> <li>Failure to complete and submit documentation for annual training by the deadline specified by Georgia WIC (termination period of 12 months).</li> <li>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).</li> <li>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).</li> <li>Determination that the vendor's SNAP license is invalid or not current (termination period of 6 months).</li> <li>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).</li> <li>Failure to provide food instruments, inventory records, food sales, gross sales or tax information upon request (termination period of 12 months).</li> <li>Failure to allow monitoring by WIC representatives, or harassing or threatening any WIC representative (termination period of 12 months).</li> </ol>

<p>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.</p> <p>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.</p> <p>15. Failure to enroll in ACH within the time specified.</p> <p>16. Four (4) failed assessments for non-competitive prices within a 12-month period or less.</p> <p>17. Providing prohibited incentive items as part of a WIC transaction, in a manner that violates the provisions of this handbook.</p> <p>18. Failure to meet the selection criteria in effect at the time of assessment at any time throughout the agreement period.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>After being terminated from the Georgia WIC Program, the vendor <u>will not</u> 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.</p>	<p>12. Forging a participant's signature on a WIC food instrument (termination period of 12 months).</p> <p>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).</p> <p>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).</p> <p>15. Failure to enroll in ACH within the time specified (termination period of 6 months).</p> <p>16. Four (4) failed assessments for non-competitive prices within a 12-month period or less (termination period of 12 months).</p> <p>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).</p> <p>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).</p> <p>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).</p> <p>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).</p> <p>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).</p> <p>After being terminated from the Georgia WIC Program, the vendor <u>will not</u> 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.</p>
<p>Pages 66 – 67: <b>ADMINISTRATIVE REVIEW AND APPEAL PROCEDURES</b></p>	<p>Pages 69 – 71: <b>ADMINISTRATIVE REVIEW AND APPEAL PROCEDURES</b></p>
<p><b>ADMINISTRATIVE REVIEW AND APPEAL PROCEDURES</b></p>	<p><b>ADMINISTRATIVE REVIEW AND APPEAL PROCEDURES</b></p>
<p><b>Procedures for Vendor Administrative Review, Hearings and Appeals</b></p>	<p><b>Procedures for Vendor Administrative Review, Hearings and Appeals</b></p>
<p>(1) <b>Effective Date of Adverse Actions</b> 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</p>	<p>(1) <b>Effective Date of Adverse Actions</b> 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</p>

<p>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.</p> <p><b>(2) Full Administrative Review</b></p> <p>(a) The following adverse actions shall be subject to full administrative review upon timely request by the vendor:</p> <ul style="list-style-type: none"><li>(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);</li><li>(ii) termination of an agreement for cause;</li><li>(iii) disqualification; and</li><li>(iv) imposition of a fine or a civil money penalty in lieu of disqualification.</li></ul> <p>(b) These procedures shall be followed in cases meriting full administrative review:</p> <ul style="list-style-type: none"><li>(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."</li><li>(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;</li><li>(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.</li><li>(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:<ul style="list-style-type: none"><li>(A) Adequate advance notice of the time and place of the administrative review to provide all parties involved sufficient time to prepare for the review;</li><li>(B) The opportunity to present its case and at least one opportunity to reschedule the administrative review date upon specific request;</li><li>(C) 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;</li><li>(D) The opportunity to be represented by counsel; and</li><li>(E) The opportunity to examine prior to the hearing the evidence upon which the State agency's action is based.</li></ul></li></ul>	<p>effective on the date of receipt of the notice) shall be effective fifteen days after the date of the notice of the adverse action. 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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.</b></li><li>(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:<ul style="list-style-type: none"><li>(A) Adequate advance notice of the time and place of the administrative review to provide all parties involved sufficient time to prepare for the review;</li><li>(B) The opportunity to present its case and at least one opportunity to reschedule the administrative review date upon specific request;</li><li>(C) The opportunity to cross-examine adverse witnesses. 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<p>(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.</p> <p>(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.</p> <p>(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.</p>	<p>(E) The opportunity to examine prior to the hearing the evidence upon which the State agency's action is based.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>
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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>.