

**GEORGIA WIC PROGRAM
NOTICE OF CHANGE IN WIC REQUIREMENTS
Effective: February 26, 2024
Addendum No. 24-01**



The following are amendments to requirements for authorized Georgia WIC vendors. All of these amendments will become effective February 26, 2024. All corresponding documents, including the Georgia WIC Program Vendor Handbook, will be revised to correspond with these amendments. Please complete, sign, date and return the Addendum Verification Checklist included with this notice by February 21, 2024. Please return the checklist, using both a TRACEABLE delivery method, to: Georgia WIC Program, Office of Vendor Management, Attn: WIC Program Addendum 24-01, 200 Piedmont Ave., SE / West Tower, Suite 1502 / Atlanta, GA 30334, and an email correspondence with an attached signed and dated Addendum Verification Checklist to wic-vendor.relations@dph.ga.gov. 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 Corporate Vendor Agreement and the Program Vendor Handbook, effective February 26, 2024. Content changes are highlighted in **yellow & red** within the right column below.

| Current Georgia Corporate Vendor Agreement | Georgia Corporate Vendor Agreement effective February 26, 2024 |
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| This Agreement is by and between the Georgia Special Supplemental Nutrition Program for Women, Infants and Children (“Georgia WIC” or the “Program”) having a mailing address of Two Peachtree Street NW, Suite 10-476, Atlanta, Georgia, 30303-3142, and the above-named business entity (“the Vendor”). This agreement is effective for the period beginning October 1, 2022 and ending September 30, 2025 . | This Agreement is by and between the Georgia Special Supplemental Nutrition Program for Women, Infants and Children (“Georgia WIC” or the “Program”) having a mailing address of 200 Piedmont Ave., SE / West Tower, Suite 1502 / Atlanta, GA 30334 , and the above-named business entity (“the Vendor”). This agreement is effective for the period beginning February 26, 2024 and ending September 30, 2025 . |

B. VENDOR TRAINING

The vendor agrees and covenants:

3. To not participate in the Georgia WIC Program until Authorized Training has been completed; a vendor number has been issued; and the authorized store location has been certified to process eWIC transactions, or where applicable, a vendor stamp has been issued to the authorized store location.

B. VENDOR TRAINING

The vendor agrees and covenants:

3. To not participate in the Georgia WIC Program until Authorized Training has been completed; a vendor number has been issued; and the authorized store location has been **trained and** certified to process eWIC **transactions**.

D. FOOD INSTRUMENT TRANSACTIONS

The vendor agrees and covenants:

1. To accept food instruments and cash-value benefits only from WIC participants, parents or caretakers of infants and child participants, or proxies (the "WIC customer").
2. To ensure that WIC food instrument transactions are processed in accordance with the procedures set forth in the most recent publication of the Georgia WIC Program Vendor Handbook and all addendums.
3. To not demand that a WIC customer purchase every eligible WIC supplemental food items, fruits, and vegetables contained on any printed WIC voucher or eWIC card benefit balance.
4. To allow WIC customers the right to purchase the eligible supplemental foods, fruits, or vegetables of their choice as contained on any printed WIC voucher, eWIC card benefit balance, and the approved foods list.
5. When transacting printed WIC vouchers, including cash-value vouchers, to ensure that the purchase price is entered on the printed voucher in accordance with the procedures governing the processing of WIC transactions in the most recent publication of the Vendor Handbook. The purchase price must include only the authorized supplemental food items, fruits, or vegetables actually provided and must be entered on the food instrument or cash-value voucher in plain sight of the WIC customer during the WIC transaction.
6. When transacting printed WIC vouchers, including cash-value vouchers, to ensure that the WIC customer signs the printed voucher in the presence of the cashier.
7. When transacting printed WIC vouchers, including cash-value vouchers, to only allow the purchase of supplemental foods, fruits, and vegetables contained on the printed voucher and approved foods list.
8. When conducting eWIC transactions at an eWIC-certified store location, to only allow the purchase of approved supplemental foods, fruits, and vegetables contained in the approved food list, provided that the WIC customer has an available food and/or cash-value benefit balance on the eWIC card on the date of the transaction.
9. When conducting eWIC transactions at an eWIC-certified store location, to ensure that (i) a personal identification number (PIN) is used by the WIC participant to complete an eWIC transaction in lieu of a signature; (ii) the WIC participant enters the PIN to initiate the eWIC transaction; and (iii) the individual processing the transaction does not enter the PIN for the WIC participant.
10. To offer the WIC customer the same courtesies offered to all other customers.

D. FOOD INSTRUMENT TRANSACTIONS

The vendor agrees and covenants:

1. To accept food instruments and cash-value benefits only from WIC participants, parents or caretakers of infants and child participants, or proxies (the "WIC customer").
2. To ensure that WIC food instrument transactions are processed in accordance with the procedures set forth in the most recent publication of the Georgia WIC Program Vendor Handbook and all addendums.
3. To not demand that a WIC customer purchase every eligible WIC supplemental food items, fruits, and vegetables contained on any eWIC card benefit balance.
4. To allow WIC customers the right to purchase the eligible supplemental foods, fruits, or vegetables of their choice as contained on any eWIC card benefit balance, and the approved foods list.
5. When conducting eWIC transactions at an eWIC-certified store location, to only allow the purchase of approved supplemental foods, fruits, and vegetables contained in the approved food list, provided that the WIC customer has an available food and/or cash-value benefit balance on the eWIC card on the date of the transaction.
6. When conducting eWIC transactions at an eWIC-certified store location, to ensure that (i) a personal identification number (PIN) is used by the WIC participant to complete an eWIC transaction in lieu of a signature; (ii) the WIC participant enters the PIN to initiate the eWIC transaction; and (iii) the individual processing the transaction does not enter the PIN for the WIC participant.
7. To offer the WIC customer the same courtesies offered to all other customers.
8. To ensure that all information, including the identity of the WIC customer, is kept confidential, in accordance with federal and state law and regulation.
9. To ensure that the Georgia WIC Program is not being charged for foods not received by the participant.
10. To not charge the WIC customer for authorized supplemental foods obtained with food instruments.
11. To not contact or seek restitution from the WIC customer for WIC food instruments or cash-value benefits not paid or partially paid by the Georgia WIC Program.
12. To not request cash or other forms of payment from the WIC customer for any WIC transaction except for transactions where the total amount of the transaction exceeds the amount of the cash-value benefit.

11. To ensure that all information, including the identity of the WIC customer, is kept confidential, in accordance with federal and state law and regulation.
12. To ensure that the Georgia WIC Program is not being charged for foods not received by the participant.
13. To not charge the WIC customer for authorized supplemental foods obtained with food instruments or cash-value vouchers.
14. To not contact or seek restitution from the WIC customer for WIC food instruments or cash-value benefits not paid or partially paid by the Georgia WIC Program.
15. To not request cash or other forms of payment from the WIC customer for any WIC transaction except for transactions where the total amount of the transaction exceeds the amount of the cash value voucher or cash-value benefit.
16. To not provide the WIC customer with unauthorized food or non-credit food items, rain checks/IOUs, credit slips, due bills or other similar receipts for WIC foods not obtained at the time of the purchase.
17. To allow the WIC customer to participate in in-store and/or manufacturer promotions that include WIC approved food items. This includes 'buy one, get one or more free' promotions.
18. To not collect sales tax on authorized purchases utilizing WIC benefits, **except** on any purchase amount that exceeds the amount contained on the cash value voucher or cash-value benefit, if applicable.
19. To not charge the WIC customer or the Georgia WIC Program for bank fees or other fees related to food instrument or cash-value benefit redemption.
20. To allow the WIC customer to use their own funds in excess of the monetary limits of their food instrument or cash-value benefit.
21. To not issue cash change to a WIC customer for purchases less than the monetary limits for their food instrument or cash-value benefit.
22. To only use the cash-value voucher or cash-value benefit for fruit and vegetable purchases.
23. To enroll in the Automatic Clearing House upon authorization to facilitate any required special payments. for the payment of WIC food instruments that exceed the maximum allowable reimbursement level.
24. To provide a single account number to which all WIC food instruments and cash-value benefits will be deposited.

13. To not provide the WIC customer with unauthorized food or non-credit food items, rain checks/IOUs, credit slips, due bills or other similar receipts for WIC foods not obtained at the time of the purchase.
14. To allow the WIC customer to participate in in-store and/or manufacturer promotions that include WIC approved food items. This includes 'buy one, get one or more free' promotions.
15. To not collect sales tax on authorized purchases utilizing WIC benefits, **except** on any purchase amount that exceeds the amount contained on the **cash**-value benefit, if applicable.
16. To not charge the WIC customer or the Georgia WIC Program for bank fees or other fees related to food instrument or cash-value benefit redemption.
17. To allow the WIC customer to use their own funds in excess of the monetary limits of their food instrument or cash-value benefit.
18. To not issue cash change to a WIC customer for purchases less than the monetary limits for their food instrument or cash-value benefit.
19. To only use the **cash**-value benefit for fruit and vegetable purchases.
20. To enroll in the Automatic Clearing House upon authorization **to facilitate any required special payments.**

E. PRICING

The vendor agrees and covenants:

1. To clearly mark the price of WIC foods on the item, container, shelf or sign near the WIC food item.
2. To provide each WIC food item at or below the current shelf price.
3. To not accept WIC food instruments (printed vouchers) before the "First Date to Use" or after the "Last Date to Use" as printed on the food instrument.
4. To submit food instruments and cash-value benefits to the bank for payment within sixty days from the "First Date to Use" as indicated on each food instrument or cash-value benefit.
5. To submit food instruments and cash-value benefits for redemption in accordance with the redemption and payment procedures outlined in the most recent version of the Vendor Handbook.
6. When transacting printed WIC vouchers, including cash-value vouchers, to accept an adjustment in the amount written in the "pay exactly" box of the printed voucher submitted for redemption if the amount exceeds the statewide and/ or peer group Maximum Allowable Prices or Maximum Allowable Reimbursement Level.
7. When conducting eWIC transactions at an eWIC-certified store location, to submit for redemption the current shelf price of all WIC-approved supplemental foods purchased in the correct sizes, quantities, and the total dollar amount of all WIC-approved supplemental foods purchased utilizing an eWIC card.
8. To remain price-competitive throughout the agreement period. If the vendor is identified as non-competitive after its initial assessment for three additional assessments, for a total of four (4) failed assessments within a twelve-month period or less, the vendor agreement will be terminated.

A. PRICING

The vendor agrees and covenants:

1. To clearly mark the price of WIC foods on the item, container, shelf or sign near the WIC food item.
2. To provide each WIC food item at or below the current shelf price.
3. To submit food instruments and cash-value benefits for redemption in accordance with the redemption and payment procedures outlined in the most recent version of the Vendor Handbook.
4. When conducting eWIC transactions at an eWIC-certified store location, to submit for redemption the current shelf price of all WIC-approved supplemental foods purchased in the correct sizes, quantities, and the total dollar amount of all WIC-approved supplemental foods purchased utilizing an eWIC card.
5. To remain price-competitive throughout the agreement period. If the vendor is identified as non-competitive after its initial assessment for three additional assessments, for a total of four (4) failed assessments within a twelve-month period or less, the vendor agreement will be terminated.

L. STATE PROPERTY

The vendor agrees and covenants:

1. To return the vendor stamp(s) to the Georgia WIC Program when damaged, upon termination of this agreement, upon a change of ownership, upon disqualification, or upon a store location becoming eWIC-certified and the Georgia WIC Program has notified the vendor to no longer accept and redeem printed vouchers.
2. To immediately report lost, stolen or damaged vendor stamps to the Georgia WIC Program.
3. To not reproduce the vendor stamp.

RESPONSIBILITIES – GEORGIA WIC PROGRAM

The Georgia WIC Program agrees to adhere to federal and state laws, policies, procedures, rules and regulations, including the most recent publication of the Vendor Handbook and all addendums.

Any subsequent revisions to the policies, procedures, laws, rules and regulations that relate to the Georgia WIC Program issued by the federal government are hereby made a part of this agreement.

Georgia WIC Program further agrees:

- A. To provide the vendor with the most recent publication of the Georgia WIC Program Vendor Handbook and all addendums.
- B. To ensure that Georgia WIC customers are informed of the proper food instrument redemption procedures and the correct use of Georgia WIC food instruments or cash-value benefits.
- C. To notify the vendor of new program requirements set forth by the U.S. Department of Agriculture regulations and the Georgia WIC Program.
- D. To provide training for the vendor on policies and procedures of the Georgia WIC Program, at a time, place and in a manner prescribed by the Georgia WIC Program.
- E. To monitor and audit vendors for possible violations of the Georgia WIC Program rules, regulations, policies or procedures.
- F. To enforce rules, regulations, policies and procedures of the Georgia WIC Program through a system of claims, penalties, and/or sanctions as described in the most recent publication of the Georgia WIC Program Vendor Handbook and all addendums.
- G. To provide appropriate written notice of intent or reason(s) to terminate this agreement.
- H. To notify the vendor of the right to appeal those adverse actions that are appealable.
- I. To provide payment for food instruments validly redeemed and submitted to the Georgia WIC Program as prescribed in the most recent publication of the Georgia WIC Program Vendor Handbook and all addendums.
- J. To deny payment for food instruments that are fraudulent or improperly completed, redeemed or submitted.

RESPONSIBILITIES – GEORGIA WIC PROGRAM

The Georgia WIC Program agrees to adhere to federal and state laws, policies, procedures, rules and regulations, including the most recent publication of the Vendor Handbook and all addendums.

Any subsequent revisions to the policies, procedures, laws, rules and regulations that relate to the Georgia WIC Program issued by the federal government are hereby made a part of this agreement.

Georgia WIC Program further agrees:

- A. To provide the vendor with the most recent publication of the Georgia WIC Program Vendor Handbook and all addendums.
- B. To notify the vendor of new program requirements set forth by the U.S. Department of Agriculture regulations and the Georgia WIC Program.
- C. To provide training for the vendor on policies and procedures of the Georgia WIC Program, at a time, place and in a manner prescribed by the Georgia WIC Program.
- D. To monitor and audit vendors for possible violations of the Georgia WIC Program rules, regulations, policies or procedures.
- E. To enforce rules, regulations, policies and procedures of the Georgia WIC Program through a system of claims, penalties, and/or sanctions as described in the most recent publication of the Georgia WIC Program Vendor Handbook and all addendums.
- F. To provide appropriate written notice of intent or reason(s) to terminate this agreement.
- G. To notify the vendor of the right to appeal those adverse actions that are appealable.
- H. To provide payment for food instruments validly redeemed and submitted to the Georgia WIC Program as prescribed in the most recent publication of the Georgia WIC Program Vendor Handbook and all addendums.
- I. To deny payment for food instruments that are fraudulent or improperly redeemed or submitted.
- J. To delay payment or establish a claim when it determines the vendor has committed a vendor violation that affects payment to the vendor.
- K. To provide a vendor the opportunity to justify or correct a claim assessed against it, and to collect such a claim in accordance with Section VIII of this Agreement.
- L. To notify vendor of stolen food instruments. Stolen food instruments may not be accepted or redeemed.

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| <ul style="list-style-type: none">K. To delay payment or establish a claim when it determines the vendor has committed a vendor violation that affects payment to the vendor.L. To provide a vendor the opportunity to justify or correct a claim assessed against it, and to collect such a claim in accordance with Section VIII of this Agreement.M. To notify vendor of stolen food instruments or cash-value vouchers. Stolen food instruments and cash-value vouchers may not be accepted or redeemed.N. To maintain an up-to-date listing of Approved Infant Formula wholesalers, manufacturers and distributors that authorized vendors must use to purchase infant formula.O. Ensure WIC participants are informed of the proper food benefit redemption procedures and use of eWIC through local agencies. | <ul style="list-style-type: none">M. To maintain an up-to-date listing of Approved Infant Formula wholesalers, manufacturers and distributors that authorized vendors must use to purchase infant formula.N. Ensure Georgia WIC participants are informed of the proper food benefit redemption procedures and use of eWIC through local agencies. |
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TERMINATION OF THE VENDOR AGREEMENT

Summary Termination. The Georgia WIC Program will 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. The Georgia WIC Program may terminate the vendor agreement for cause after providing at least 15 days advance written notice. Reasons for termination **may include, but are not limited to, the following:**

1. Voluntary withdrawal from the WIC program (termination period of 3 months).
2. The decision to sell the store (termination period of 3 months).
3. Expiration of the agreement without a new application being submitted (termination period of 3 months).
4. Civil Money Penalty imposed by SNAP in lieu of disqualification for the initially issued SNAP disqualification period.
5. 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 agreement and the vendor handbook (termination period of 12 months).
6. Accepting food instruments through the mail or mailing any approved formula/medical foods directly to the WIC customer (termination period of 12 months).
7. Failure to complete and submit documentation for annual training by the deadline specified by the Georgia WIC Program (termination period of 6 months).
8. Failure to provide the Georgia WIC Program 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).

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Summary Termination. The Georgia WIC Program will 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. The Georgia WIC Program may terminate the vendor agreement for cause after providing at least 15 days advance written notice. Reasons for termination **may include, but are not limited to, the following:**

1. Voluntary withdrawal from the WIC program (termination period of 3 months).
2. The decision to sell the store (termination period of 3 months).
3. Expiration of the agreement without a new application being submitted (termination period of 3 months).
4. Civil Money Penalty imposed by SNAP in lieu of disqualification for the initially issued SNAP disqualification period.
5. 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 agreement and the vendor handbook (termination period of 12 months).
6. **Accepting WIC benefits of any form** through the mail or mailing any approved formula/medical foods directly to the WIC customer (termination period of 12 months).
7. Failure to complete and submit documentation for annual training by the deadline specified by the Georgia WIC Program (termination period of 6 months).
8. Failure to provide the Georgia WIC Program 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).
9. Two failed attempts by the Georgia WIC Program to contact the vendor during business hours at the vendor's reported address and telephone number (termination period of 3 months).
10. Determination that the vendor's SNAP license is invalid or not current (termination period of 6 months).

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| <ul style="list-style-type: none"> 9. Two failed attempts by the Georgia WIC Program to contact the vendor during business hours at the vendor's reported address and telephone number (termination period of 3 months). 10. Determination that the vendor's SNAP license is invalid or not current (termination period of 6 months). 11. 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). 12. Failure to provide information on WIC benefit transactions, inventory records, food sales or tax information upon request (termination period of 9 months). 13. Failure to allow monitoring by WIC representatives, including the eWIC Processor or any third-party processor certified by the eWIC Processor (termination period of 12 months). 14. Harassing or threatening any WIC representative, including the eWIC Processor or any third-party processor certified by the eWIC Processor (termination period of 12 months). 15. Forging a participant's signature on a printed WIC voucher (termination period of 12 months). 16. 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). 17. Using an eWIC Card unlawfully or without authorization or causing an eWIC card to be utilized unlawfully or without authorization (termination period of 12 months). 18. Identification by the Georgia WIC Program of a conflict of interest as defined by applicable state laws, regulations, and policies, between the vendor and the Georgia WIC Program or its local agencies (termination period of 6 months). 19. Failure to enroll in ACH within the time specified (termination period of 3 months). 20. Four failed assessments for non-competitive prices within a 12-month period or less (termination period of 12 months). | <ul style="list-style-type: none"> 11. 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). 12. Failure to provide information on WIC benefit transactions, inventory records, food sales or tax information upon request (termination period of 9 months). 13. Harassing or threatening any WIC representative, including the eWIC Processor or any third-party processor certified by the eWIC Processor (termination period of 12 months). 14. Using an eWIC Card unlawfully or without authorization or causing an eWIC card to be utilized unlawfully or without authorization (termination period of 12 months). 15. Identification by the Georgia WIC Program of a conflict of interest as defined by applicable state laws, regulations, and policies, between the vendor and the Georgia WIC Program or its local agencies (termination period of 6 months). 16. Failure to enroll in ACH within the time specified (termination period of 3 months). 17. Four failed assessments for non-competitive prices within a 12-month period or less (termination period of 12 months). 18. Providing prohibited incentive items as part of a WIC transaction, in a manner that violates the provisions of this agreement and the vendor handbook (termination period of 12 months). 19. 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). 20. 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). |
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| <ol style="list-style-type: none">21. Providing prohibited incentive items as part of a WIC transaction, in a manner that violates the provisions of this agreement and the vendor handbook (termination period of 12 months).22. 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).23. Less than \$2,000.00 in annual WIC redemptions or failure to redeem any WIC food instruments in sixty (60) days (termination period of 6 months) .24. 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). | |
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| Georgia WIC Program Vendor Handbook Effective June 6, 2022 | Georgia WIC Program Vendor Handbook Effective February 26, 2024 |
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| <p>Page 6 – 16: Implementation of an Electronic Benefits Transfer System or (eWIC)</p> | <p>Section Removed - Implementation of an Electronic Benefits Transfer System or (eWIC)</p> |
| <p>Page 17: Number and Distribution of Authorized Vendors</p> <p>The Georgia Women, Infants and Children Program shall not discriminate against an applicant or vendor on the basis of race, color, national origin, age, sex, handicap, disability or other impermissible basis as set forth in applicable state or federal law. Federal regulations require that Georgia WIC establish standards for vendor authorization to secure a sufficient number and distribution of vendors that will ensure reasonable participant access and permit effective management of the program. Georgia WIC may establish criteria to limit the number of stores it authorizes as long as the limiting criteria are applied consistently.</p> <p>The primary method for regulating the number of authorized vendors is through the use of a vendor-to-participant ratio. The vendor-to-participant ratios are determined prior to each application/authorization period. For vendor authorization, exceptions to the vendor-to-participant ratio conclusions may be considered under the following circumstances:</p> <ul style="list-style-type: none"> • The need to ensure that each food instrument issuance clinic site in the state has an authorized vendor within a 10-mile radius. • The need to provide adequate service to participants in a population center of at least ten (10) individuals who have no access to an authorized vendor within a 10 mile radius of the population center. • The need to provide adequate service to participants when circumstances make it necessary. Those circumstances may include, but are not limited to, the following: <ul style="list-style-type: none"> A. New clinic site opening; B. Participant caseload increases; C. New participant population center recognized; D. Store closings, either voluntary or due to catastrophe; E. Problems with WIC Program compliance; | <p>Page 6: Number and Distribution of Authorized Vendors</p> <p>The Georgia Women, Infants and Children Program shall not discriminate against an applicant or vendor on the basis of race, color, national origin, age, sex (including gender identity and sexual orientation), disability or other impermissible basis as set forth in applicable state or federal law. Federal regulations require that Georgia WIC establish standards for vendor authorization to secure a sufficient number and distribution of vendors that will ensure reasonable participant access and permit effective management of the program. Georgia WIC may establish criteria to limit the number of stores it authorizes as long as the limiting criteria are applied consistently.</p> <p>The primary method for regulating the number of authorized vendors is through the use of a vendor-to-participant ratio. The vendor-to-participant ratios are determined prior to each application/authorization period. For vendor authorization, exceptions to the vendor-to-participant ratio conclusions may be considered under the following circumstances:</p> <ul style="list-style-type: none"> • The need to ensure that each food instrument issuance clinic site in the state has an authorized vendor within a 16-mile radius for metro designated counties or 20-mile radius for non-metro designated counties. • The need to provide adequate service to participants in a population center of at least ten (10) individuals who have no access to an authorized vendor within a 20 mile radius of the population center. • The need to provide adequate service to participants when circumstances make it necessary. Those circumstances may include, but are not limited to, the following: <ul style="list-style-type: none"> A. New clinic site opening; B. Participant caseload increases; C. New participant population center recognized; D. Store closings, either voluntary or due to catastrophe; E. Problems with WIC Program compliance; |

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| <p>F. Problems caused by non-compliance with Food Stamp regulations.</p> | <p>F. Problems caused by non-compliance with Supplemental Nutrition Assistance Program (SNAP) regulations.</p> |
| <p>Page 18: Application Acceptance Periods; Re-application Limitations After Application Denial</p> <ol style="list-style-type: none"> 1. Accepting WIC vouchers prior to Authorization. The denial period is three (3) years. 2. Business Integrity and Related Denials. For Business Integrity or Integrity-related reasons, the denial period will be two (2) years. 3. All Other Reasons for Denial. The denial period is one (1) year. | <p>Page 7: Application Acceptance Periods; Re-application Limitations After Application Denial</p> <ol style="list-style-type: none"> 1. Processing eWIC transactions prior to Authorization. The denial period is three (3) years. 2. <u>Business Integrity and Related Denials.</u> For Business Integrity or Integrity-related reasons, the denial period will be two (2) years. 3. <u>All Other Reasons for Denial.</u> The denial period is one (1) year. |
| <p>Page 19 - 25: Exception to WIC Limiting and Selection Criteria</p> <p><u>Inadequate Participant Access</u></p> <p>Federal regulations require that the State Agency ensures that all WIC participants have adequate access to purchase their WIC food items. By ensuring adequate access to authorized vendors, the Program assists WIC participants in meeting their nutritional goals. Participant access is not defined as participant convenience or preference. Inadequate participant access would cause a hardship to participants. Denial based upon the selection criteria may be waived (see “Exception to WIC Limiting and Selection Criteria”). The Georgia WIC Program will review participant access on a case-by-case basis. Inadequate participant access occurs when the distance between authorized WIC vendors is ten (10) miles or more.</p> <p>Note: Should an applicant location be identified as an area where there is inadequate participant access, it does not absolve an applicant from the responsibility to comply with the terms of the application process as outlined, as a condition of authorization.</p> | <p>Page 8 - 22: Exception to WIC Limiting and Selection Criteria</p> <p><u>Inadequate Participant Access</u></p> <p>Federal regulations require that the State Agency ensures that all WIC participants have adequate access to purchase their WIC food items. By ensuring adequate access to authorized vendors, the Program assists WIC participants in meeting their nutritional goals. Participant access is not defined as participant convenience or preference. Inadequate participant access would cause a hardship to participants. Denial based upon the selection criteria may be waived (see “Exception to WIC Limiting and Selection Criteria”). The Georgia WIC Program will review participant access on a case-by-case basis.</p> <p>Inadequate participant access is determined and documented on a case-by-case basis when considering whether the Georgia WIC Program should:</p> <ol style="list-style-type: none"> 1. Retain a retail store in lieu of termination or disqualification; 2. Make an authorization exception decision; 3. Waive the selection criteria for the initial authorization of an applicant. |

The established selection criterion for authorized WIC vendors is as follows:

1. Complete, Accurate and Truthful Information and Documents. All applicants and vendors must provide complete, accurate and truthful information and supporting documents during the application process or whenever requested. If it is later discovered that an applicant or vendor has misrepresented or omitted material information or documents, the application will be denied, or the vendor agreement will be terminated. Failure to submit any documents or information requested by Georgia WIC within the required time frame will also result in a denial of the application or termination of the vendor's agreement.

2. Previous Sanction or Violation History with SNAP or WIC Program. Applicants who have pending or current Terminations or Disqualifications (or were assessed Civil Money Penalties in lieu of Disqualification) that have not expired will not be authorized. Applicants who were assessed a Civil Money Penalty in lieu of Disqualification will not be authorized during the time period corresponding to the original Disqualification. Similarly, vendors who submit new applications after violations have been identified (during the course of an audit, investigation, etc.) or who may be awaiting the outcome of an appeal will not be authorized. If it is later determined that an applicant had unexpired sanctions at the time of authorization, the vendor agreement will be terminated immediately.

3. Previous Applicant History. An applicant's prior application history with the program will be reviewed. Applicants whose information or documents are inconsistent with a previously submitted application or applicants who have engaged in serious fraudulent conduct or misrepresentation in connection with a previous application will be thoroughly investigated and will be denied if it is determined that the previous circumstances still exist. An applicant whose denial period has not expired may not be considered for authorization until after the denial period has expired and a new application has been submitted.

4. Competitive Prices. All applicants and vendors are required to submit and maintain prices that are at, or lower than, other vendors currently participating in the program. **Applicant** – The prices, for the products listed on the application, will be reviewed and compared against the maximum prices allowed in the proposed Peer Group for vendors

4. Provide financial assistance to obtain eWIC capability (i.e. provide a Point of Sale device for WIC transactions) and assist with ongoing maintenance and operational costs.

Inadequate participant access will be determined at the discretion of Georgia WIC when:

1. In a county identified as metro or including a metropolitan area, there is no authorized grocery vendor within 16 driving miles or geo-mapping distance from another authorized grocery vendor.
2. In a county defined as non-metro or rural, there is no authorized grocery vendor within 20 driving miles or geo-mapping distance from another authorized grocery vendor.
3. Geographic barriers exist that would prevent participants access to authorized vendors within the designated driving distance.

Georgia WIC must authorize an appropriate number and distribution of vendors to ensure adequate participant access to supplemental foods. Two of the six mandatory vendor selection criteria, as well as all Georgia WIC criteria, must be waived to authorize vendor applicants needed for participant access. For more information, see the chart below.

| Selection Criteria | Must Be Waived |
|--|----------------|
| Minimum variety and quantity of supplemental foods (MSR) | No |
| Competitive price (CPSC) | No* |
| Current SNAP disqualification/CMP for hardship | Yes |
| Business integrity | Yes |
| Incentive items | No |
| EBT Capability | No** |
| All State agency criteria | Yes |

currently participating in the program. If a prospective vendor's prices **are more than ten (10) percent higher** than the maximum prices of actual vendors in the applicant's proposed Peer Group **on more than three (3) items** – the applicant will be notified that its pricing is not competitive and the applicant may receive technical assistance. Applicants will be given one (1) additional opportunity to re-submit prices after the initial notification. Upon the second submission, those applicants failing to submit prices that are lower than the allowable maximums will be denied authorization. If this is a cost plus 10% store, the final price must be submitted on the price list as well as posted on the shelf or on signage in the aisle. This is the pricing that is used to determine competitiveness.

Authorized vendor – Vendors are required to submit and maintain prices that are at, or lower than other vendors currently participating in the program, within their designated peer group. Vendors must submit shelf pricing each quarter, at a minimum. If a vendor's prices **are more than ten (10) percent higher** than the maximum prices of others in its Peer Group **on more than three (3) items** – the vendor will receive a written notification that its pricing is not competitive. WIC vendors are required to maintain competitiveness during the entire agreement period. Vendors may be assessed at any time and those whose prices remain non-competitive for three (3) additional assessments, the vendor agreement will be terminated for a period of twelve (12) months.

A cost plus 10% store must post the final price on the shelf or on signage in the aisle. Pricing must be submitted for all WIC eligible items sold or anticipated being sold at the store location.

5. Acquisition of permit as a vendor in the Supplemental Nutrition Assistance Program (SNAP) and Compliance with the Supplemental Nutrition Assistance Program (SNAP) Regulations. All vendors and applicants must acquire and maintain authorization as a SNAP retail provider. All applicants and vendors must adhere to the SNAP program rules and must remain in good standing. Information submitted by the SNAP program will become a part of an applicant or vendor file and communication from the SNAP program that indicates a vendor's non-compliance with its rules and regulations will form the basis for a denial or removal from Georgia WIC Program. Applicants and vendors with a history of non-compliance with SNAP's rules and regulations will be denied or removed from the Program. Also, Georgia WIC will not authorize or reauthorize any

* Georgia WIC will work with vendors that do not meet CPSC to negotiate the best possible prices for supplemental foods.

** This selection criteria applies only after EBT implementation. Georgia WIC must follow WIC EBT regulations and guidance related to equipping vendors that are needed for participant access.

Note: Should an applicant location be identified as an area where there is inadequate participant access, it does not absolve an applicant from the responsibility to comply with the terms of the application process as outlined, as a condition of authorization.

How to Become a WIC Vendor

To become an authorized WIC vendor, vendor applicants must comply with the selection criteria established by the USDA and the Georgia WIC Program.

The established selection criterion for authorized WIC vendors is as follows:

1. Complete, Accurate and Truthful Information and Documents. All applicants and vendors must provide complete, accurate and truthful information and supporting documents during the application process or whenever requested. If it is later discovered that an applicant or vendor has misrepresented or omitted material information or documents, the application will be denied, or the vendor agreement will be terminated. Failure to submit any documents or information requested by Georgia WIC within the required time frame will also result in a denial of the application or termination of the vendor's agreement.
2. Previous Sanction or Violation History with SNAP or WIC Program. Applicants who have pending or current Terminations or Disqualifications (or were assessed Civil Money Penalties in lieu of Disqualification) that have not expired will not be authorized. Applicants who were assessed a Civil Money Penalty In lieu of Disqualification will not be authorized during the time period corresponding to the original Disqualification. Similarly, vendors who submit new applications after violations have been identified (during the course of an audit, investigation, etc.) or who may be awaiting the outcome of an appeal will not be authorized. If it is later determined that an applicant had unexpired sanctions at the time of authorization, the vendor agreement will be terminated immediately.

applicant once the program has been notified that a retailer has been assessed a Civil Money Penalty (CMP), disqualified or terminated by SNAP. Failure to maintain a SNAP permit for any reason whatsoever, including terminations due to voluntary withdrawal or for non-redemption will result in a denial or termination from Georgia WIC unless necessary to ensure participant access. Retailers who have been assessed a Civil Money Penalty from SNAP will also be denied or terminated from Georgia WIC. Pharmacies and military commissaries are exempt from this requirement.

6. Authorized SNAP Vendor. Be an authorized Supplemental Nutrition Assistance Program (SNAP) retailer (pharmacy vendors and military commissaries are exempt from this requirement). A vendor applicant shall not become authorized as a WIC vendor if the store is currently disqualified from SNAP or the store has been assessed a SNAP civil money penalty for hardship and the disqualification period that otherwise would have been imposed has not expired.

7. Business Integrity. All new applicants and vendors must demonstrate business integrity. Georgia WIC will consider business integrity and history of the following: owners, corporate officers, partners and affiliates, or the immediate family of owners, corporate officers, or partners. Georgia WIC will also consider the business integrity and history of anyone involved in the operation of the business or the corporate entity, including managers, stockholders or registered agents. Any of the foregoing people that have a history of fraud, embezzlement, trafficking or has engaged in any activity that Georgia WIC deems to be indicative of a lack of business integrity will not be authorized. This includes but is not limited to the following:

a. Criminal conviction or civil judgments during the past six (6) years against the applicant, the applicant's owners, officers or managers for any activity indicating a lack of business integrity such as fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, or obstruction of justice.

b. Official records of removal from other federal, state or local programs will also be considered.

8. Business Integrity/Background Checks. All new applicants will be subject to background checks to determine the applicant's business integrity as part of the screening

3. Previous Applicant History. An applicant's prior application history with the program will be reviewed. Applicants whose information or documents are inconsistent with a previously submitted application or applicants who have engaged in serious fraudulent conduct or misrepresentation in connection with a previous application will be thoroughly investigated and will be denied if it is determined that the previous circumstances still exist. An applicant whose denial period has not expired may not be considered for authorization until after the denial period has expired and a new application has been submitted.

4. Competitive Prices. All applicants and vendors are required to submit and maintain prices that are at, or lower than, other vendors currently participating in the program.

Applicant – The prices, for the products listed on the application, will be reviewed and compared against the maximum prices allowed in the proposed Peer Group for vendors currently participating in the program. If a prospective vendor's prices **are more than ten (10) percent higher** than the maximum prices of actual vendors in the applicant's proposed Peer Group **on more than three (3) items** – the applicant will be notified that its pricing is not competitive and the applicant may receive technical assistance. Applicants will be given one (1) additional opportunity to re-submit prices after the initial notification. Upon the second submission, those applicants failing to submit prices that are lower than the allowable maximums will be denied authorization.

If this is a cost plus 10% store, the final price must be submitted on the price list as well as posted on the shelf or on signage in the aisle. This is the pricing that is used to determine competitiveness.

Authorized vendor – Vendors are required to submit and maintain prices that are at, or lower than other vendors currently participating in the program, within their designated peer group. Vendors must submit shelf pricing **twice a year or semi-annually**, at a minimum. If a vendor's prices **are more than ten (10) percent higher** than the maximum prices of others in its Peer Group **on more than three (3) items** – the vendor will receive a written notification that its pricing is not competitive. WIC vendors are required to maintain competitiveness during the entire agreement period. Vendors may be assessed at any time and those whose prices remain non-competitive for three (3) additional assessments, the vendor agreement will be terminated for a period of twelve (12) months.

A cost plus 10% store must post the final price on the shelf or on signage in the aisle.

process. Georgia WIC may rely on an investigation using outside sources or upon information already known in a vendor or applicant's file. For each of the following people, entities or locations - owners, corporate officers, partners and affiliates, or the immediate family of owners, corporate officers, or partners and anyone involved in the operation of the businesses or the corporate entity, including managers, stockholders or registered agents, the below information must be disclosed:

- i. Criminal records (current charges and/or past convictions or forfeited collateral for any crime).
- ii. Official records of removal from other Federal, State, or local programs including whether above mentioned people or corporation ever had a license denied, withdrawn, or suspended or been fined for license violations, such as, business, pharmacy or health licenses. This includes instances where there has been a relinquishment of a license or voluntary withdrawal from a program.
- iii. Judicial determinations in civil litigation reflecting adversely on the integrity of the above-mentioned people, corporation, or affiliate(s).
- iv. Evidence of attempt to circumvent disqualification from WIC or SNAP a civil monetary penalty imposed for violations of WIC or SNAP.
- v. Evidence of prior fraudulent behavior of the above-mentioned people, corporation, or their managers.
- vi. Other evidence reflecting the business integrity history of the above-mentioned people, corporation, or affiliate(s).
- vii. Previous involvement with any business who has submitted an application (regardless of subsequent authorization) to the WIC or SNAP program and the outcome of such application.
- viii. Previous violation history or Above-Fifty Percent assignment of the retailer.

9. Minimum Inventory of WIC-Approved Foods. Each vendor is required to stock and maintain daily the minimum inventory of approved WIC foods as well as a substantial amount of non-WIC foods. The inventory must be in the store or the store's stockroom. WIC minimum inventories must be within the manufacturer's expiration dates during the application process, including the pre-authorization visit, for the following WIC approved food items: **Milk, Eggs, Infant formula, and any potentially hazardous foods** (*meaning foods with time and/or temperature controls for the safety of the product*) **that are labeled "Keep Refrigerated"**. Expired foods do not count towards minimum inventory and is a

Pricing must be submitted for all WIC eligible items sold or anticipated being sold at the store location.

5. Acquisition of permit as a vendor in the Supplemental Nutrition Assistance Program (SNAP) and Compliance with the Supplemental Nutrition Assistance Program (SNAP) Regulations. All vendors and applicants must acquire and maintain authorization as a SNAP retail provider. All applicants and vendors must adhere to the SNAP program rules and must remain in good standing. Information submitted by the SNAP program will become a part of an applicant or vendor file and communication from the SNAP program that indicates a vendor's non-compliance with its rules and regulations will form the basis for a denial or removal from Georgia WIC Program. Applicants and vendors with a history of non-compliance with SNAP's rules and regulations will be denied or removed from the Program. Also, Georgia WIC will not authorize or reauthorize any applicant once the program has been notified that a retailer has been assessed a Civil Money Penalty (CMP), disqualified or terminated by SNAP. Failure to maintain a SNAP permit for any reason whatsoever, including terminations due to voluntary withdrawal or for non-redemption will result in a denial or termination from Georgia WIC unless necessary to ensure participant access. Retailers who have been assessed a Civil Money Penalty from SNAP will also be denied or terminated from Georgia WIC. Pharmacies and military commissaries are exempt from this requirement.
6. Authorized SNAP Vendor. Be an authorized Supplemental Nutrition Assistance Program (SNAP) retailer (pharmacy vendors and military commissaries are exempt from this requirement). A vendor applicant shall not become authorized as a WIC vendor if the store is currently disqualified from SNAP or the store has been assessed a SNAP civil money penalty for hardship and the disqualification period that otherwise would have been imposed has not expired.
7. Business Integrity. All new applicants and vendors must demonstrate business integrity. Georgia WIC will consider business integrity and history of the following: owners, corporate officers, partners and affiliates, or the immediate family of owners, corporate officers, or partners. Georgia WIC will also consider the business integrity and history of anyone involved in the operation of the business or the corporate entity, including managers, stockholders or registered agents. Any of the foregoing people that have a history of fraud, embezzlement, trafficking or has engaged in any activity that Georgia WIC deems to be

sufficient ground for denying the application. **Note:** All observed concerns with sanitation and food safety will be immediately reported to the Georgia Department of Agriculture and may result in an application denial.

The minimum inventory requirements can be found at <http://dph.georgia.gov/vendor-information>. **Pharmacies and military commissaries are exempt from minimum inventory requirements.** The vendor must carry other foods outside of the WIC minimum inventory and WIC approved foods. It is expected that all applicants will meet and maintain minimum inventory requirements after the date stated on their application and at all times after the pre-approval visit is conducted. Applicants who have not met their minimum inventory requirements after their pre-approval visit has been conducted may make a written request for a second visit. Applicants must provide detailed reasons and corroborating evidence to support their reasons at the time the request is made. Requests will be granted for those who can show that: (1) sufficient merchandise was ordered but the supplier (due to no fault on the part of the retailer), was unable to deliver the merchandise; or (2) sufficient merchandise was in stock within forty-eight (48) hours of the visit but through unexpected customer purchases were depleted before the pre-approval visit; or (3) merchandise became damaged or destroyed after delivery; or (4) for other reasons beyond the control of the retailer.

10. Authorization Training. A vendor applicant must attend training and pass the post-training evaluation with a score of 80 or above. Georgia WIC will provide an initial training session in an interactive format, in person or virtual, prior to authorization, and at least once every two or three years thereafter during the corresponding vendor re-authorization period. Georgia WIC will provide vendors with at least one alternate date on which to attend interactive training. Attendance at training will be documented, a checklist of items discussed must be signed by the vendor and a Post Vendor Training Evaluation test will be given. A passing score of eighty (80) points or higher is required to become authorized. Vendor applicants cannot attend the initial authorization training session until an application for authorization has been submitted and the vendor has registered to attend.

Upon request, the Georgia WIC Program will provide language assistance or accommodation to ensure meaningful access to training for vendor applicants and vendors with a language barrier or a disability.

indicative of a lack of business integrity will not be authorized. This includes but is not limited to the following:

- a. Criminal conviction or civil judgments during the past six (6) years against the applicant, the applicant's owners, officers or managers for any activity indicating a lack of business integrity such as fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, or obstruction of justice.
- b. Official records of removal from other federal, state or local programs will also be considered.

8. Business Integrity/Background Checks. All new applicants will be subject to background checks to determine the applicant's business integrity as part of the screening process. Georgia WIC may rely on an investigation using outside sources or upon information already known in a vendor or applicant's file. For each of the following people, entities or locations - owners, corporate officers, partners and affiliates, or the immediate family of owners, corporate officers, or partners and anyone involved in the operation of the businesses or the corporate entity, including managers, stockholders or registered agents, the below information must be disclosed:

- i. Criminal records (current charges and/or past convictions or forfeited collateral for any crime).
- ii. Official records of removal from other Federal, State, or local programs including whether above mentioned people or corporation ever had a license denied, withdrawn, or suspended or been fined for license violations, such as, business, pharmacy or health licenses. This includes instances where there has been a relinquishment of a license or voluntary withdrawal from a program.
- iii. Judicial determinations in civil litigation reflecting adversely on the integrity of the above-mentioned people, corporation, or affiliate(s).
- iv. Evidence of attempt to circumvent disqualification from WIC or SNAP a civil monetary penalty imposed for violations of WIC or SNAP.
- v. Evidence of prior fraudulent behavior of the above-mentioned people, corporation, or their managers.
- vi. Other evidence reflecting the business integrity history of the above-mentioned people, corporation, or affiliate(s).
- vii. Previous involvement with any business who has submitted an application (regardless of subsequent authorization) to the WIC or SNAP program and the outcome of such application.

11. Pre-approval visits. Only those vendor applicants that pass initial screening will receive on-site or virtual pre-approval visits from Georgia WIC representatives to verify the information listed on the application and inventory. For non-corporate vendors, pre-approval visits will not be conducted until the vendor has attended training and passed the evaluation with a score of 80 or above. For corporate vendors, only one (1) authorized representative from the store is required to attend training. At least one (1) pre-approval visit is required for each applicant location to verify the items listed on the application. The first pre-approval visit will be conducted at the date and time announced by the Georgia WIC staff. Georgia WIC reserves the right to follow up on any items in the application or observed on site at any time during the application process and may conduct additional visits to the applicant's store as required without notice. Georgia WIC may conduct a virtual pre-approval visit as an alternative to an onsite visit to facilitate the approval process. Failure to cooperate with Georgia WIC during the pre-approval process will result in application denial.

12. Re-Scheduling Announced Pre-approval visits. In the event that an applicant suspects that they may not be prepared for their announced pre-approval visit, they may re-schedule the visit twice during the application process. The applicant must contact the Georgia WIC office **IMMEDIATELY** to prevent denial of the application by calling 1-866-814-5468 or (404) 657-2900. The vendor will only be allowed to change this date twice—but must be completed within a thirty-day period or the application will expire and be denied.

13. Non-Profit Vendor. Non-profit vendors are not authorized in Georgia.

14. Required Minimum Store Hours. To ensure adequate access to food items for participants, the store (with the exception of military commissaries and pharmacies) must be open for business at least eight (8) hours per day, six (6) days per week, and must be open during the hours specified on the Vendor Application. In the event an applicant or vendor's hours are changed, they must notify Georgia WIC within twenty (20) days of the change. Military commissaries and pharmacies must be open for business at least five hours per day, five days per week. There should be no barriers to participant entry to the store during opening hours (e.g. required store membership or controlled access or entry to the store).

viii. Previous violation history or Above-Fifty Percent assignment of the retailer.

9. Minimum Inventory of WIC-Approved Foods. Each vendor is required to stock and maintain daily the minimum inventory of approved WIC foods as well as a substantial amount of non-WIC foods. The inventory must be in the store or the store's stockroom. WIC minimum inventories must be within the manufacturer's expiration dates during the application process, including the pre-authorization visit, for the following WIC approved food items: **Milk, Eggs, Infant formula, and any potentially hazardous foods (meaning foods with time and/or temperature controls for the safety of the product) that are labeled "Keep Refrigerated"**. Expired foods do not count towards minimum inventory and is a sufficient ground for denying the application. **Note:** All observed concerns with sanitation and food safety will be immediately reported to the Georgia Department of Agriculture and may result in an application denial.

The minimum inventory requirements can be found at <http://dph.georgia.gov/vendor-information>. **Pharmacies and military commissaries are exempt from minimum inventory requirements.** The vendor must carry other foods outside of the WIC minimum inventory and WIC approved foods. It is expected that all applicants will meet and maintain minimum inventory requirements after the date stated on their application and at all times after the pre-approval visit is conducted. Applicants who have not met their minimum inventory requirements after their pre-approval visit has been conducted may make a written request for a second visit. Applicants must provide detailed reasons and corroborating evidence to support their reasons at the time the request is made. Requests will be granted for those who can show that: (1) sufficient merchandise was ordered but the supplier (due to no fault on the part of the retailer), was unable to deliver the merchandise; or (2) sufficient merchandise was in stock within forty-eight (48) hours of the visit but through unexpected customer purchases were depleted before the pre-approval visit; or (3) merchandise became damaged or destroyed after delivery; or (4) for other reasons beyond the control of the retailer.

10. Authorization Training. A vendor applicant must attend training and pass the post-training evaluation with a score of 80 or above. Georgia WIC will provide an initial training session in an interactive format, in person or virtual, prior to authorization, and at least once every two or three years thereafter during the corresponding vendor re-authorization period. Georgia WIC will provide vendors with at least one alternate date on which to attend interactive training. Attendance at training will be documented, a checklist of items

15. Suitable Store Location. For new stores applying to Georgia WIC for the first time, the minimum square footage requirement for vendors is 3,000 square feet of continuous retail food sales space open to the public, excluding all administrative and storage space.

Note: Not all areas of an applicant or vendor's store are counted towards the minimum square footage requirement. The square footage areas that are not "continuous retail food sales space open to the public" and are used for other purposes that are irrelevant to the purpose of the Georgia WIC Program **will not be** considered as a part of the minimum square footage requirement.

See Federal Regulations 7 C.F.R. § 246.12, which states: "Retail food delivery systems are systems in which participants, parents or caretakers of infant and child participants, and proxies obtain authorized supplemental foods by submitting a food instrument or cash-value voucher to an authorized vendor." The program utilizes grocers as part of its retail food delivery service.

No portion of the store may be located inside of a separate building, nor may any portion be located inside of a facility that is not food retail in nature (e.g. suite on the upper floors of an office building, inside of a community center, daycare, floral shop, etc.). The applicant must provide proof of a lease for at least a three-year period, or proof of ownership of the store location. There must be a store sign to identify the store with the name of the business clearly marked.

16. Licensed by the Georgia Department of Agriculture. Each store must have a valid Retail Food Sales Establishment License in the current owner's name and be in compliance with all state, municipal, and local sanitation standards. A current Health certificate must be posted in the store. Pharmacies and military commissaries are exempt from this requirement. Stores that are on the border of Georgia and another state must have a comparable food sales establishment license from that other state's Department of Agriculture. **Note:** All observed concerns with sanitation and food safety will be immediately reported to the Georgia Department of Agriculture.

17. Compliance with Georgia WIC Program Policies and Procedures. For existing vendors, any violations found during the re-authorization process may result in denial of the application for re-authorization. Vendors and applicants will be required to comply with all federal and state WIC policies.

discussed must be signed by the vendor and a Post Vendor Training Evaluation test will be given. A passing score of eighty (80) points or higher is required to become authorized. Vendor applicants cannot attend the initial authorization training session until an application for authorization has been submitted and the vendor has registered to attend.

Upon request, the Georgia WIC Program will provide language assistance or accommodation to ensure meaningful access to training for vendor applicants and vendors with a language barrier or a disability.

An owner, manager, or other authorized store representative must complete training approved by Georgia WIC Program on eWIC procedures. The vendor must ensure that all cashiers and staff are fully trained on eWIC requirements, including training in the acceptance and processing of eWIC transactions.

11. Pre-approval visits. Only those vendor applicants that pass initial screening will receive on-site or virtual pre-approval visits from Georgia WIC representatives to verify the information listed on the application and inventory. For non-corporate vendors, pre-approval visits will not be conducted until the vendor has attended training and passed the evaluation with a score of 80 or above. For corporate vendors, only one (1) authorized representative from the store is required to attend training. At least one (1) pre-approval visit is required for each applicant location to verify the items listed on the application. The first pre-approval visit will be conducted at the date and time announced by the Georgia WIC staff. Georgia WIC reserves the right to follow up on any items in the application or observed on site at any time during the application process and may conduct additional visits to the applicant's store as required without notice. Georgia WIC may conduct a portion of the pre-approval visit virtually as an alternative to an onsite visit to facilitate the approval process. Failure to cooperate with Georgia WIC during the pre-approval process will result in application denial.

12. Re-Scheduling Announced Pre-approval visits. In the event that an applicant suspects that they may not be prepared for their announced pre-approval visit, they may re-schedule the visit twice during the application process. The applicant must contact the Georgia WIC office **IMMEDIATELY** to prevent denial of the application by calling 1-866-814-5468 or (404) 657-2900. The vendor will only be allowed to change this date twice—but must be completed within a thirty-day period or the application will expire and be denied.

18. Store Acquisition. Georgia WIC will not approve or continue the authorization of a store location that was sold or assigned to circumvent an unexpired sanction, claim or civil money penalty. Nor will Georgia WIC approve or continue the authorization of a store location that was later transferred to anyone involved in the ownership, operation, management or corporate structure (including registered agent) of location with unexpired sanctions, claims or civil money penalties.

a. The transfer or sale of a retail location with unexpired sanctions, claims or civil money penalties will be closely investigated before the location is authorized. In the event a vendor purchases or acquires a retail outlet that was in the process of being disqualified or which was disqualified from the WIC Program at the time of acquisition, the vendor's application for that outlet location shall not be considered until Georgia WIC makes a determination that the sale was a bona fide, arms-length transaction and that no one involved in the ownership, management, operation or corporate structure (including registered agents) will remain involved in the newly purchased store. If it is later determined that the applicant failed to abide by this provision, the vendor will be immediately terminated and subject to a claim.

b. Ownership transfers of an authorized location to anyone related to the ownership, management or operation² of vendor retail outlet having unexpired sanctions, claims or civil money penalties at the time of the transfer is prohibited. If it is later determined that there was a failure to abide by this provision, the vendor will be immediately terminated and subject to a claim.

² A person associated with the ownership, management or operation of the applicant/vendor entity, includes owners, officers, partners and, stockholders, registered agents, the immediate family of owners, officers, or partners. Any facts leading the agency to suspect that an applicant or vendor has a business or close personal connection with a WIC vendor that has a history of violations will be thoroughly investigated.

19. Above 50% Criterion. All applicants, except pharmacies and military commissaries, will be assessed to determine whether they derive, or have the potential to derive, more than fifty (50) percent of their eligible food sales revenues from WIC food instruments. Vendors that meet the above 50% criterion will not be authorized unless denial of authorization for that applicant would result in inadequate participant access.

13. Non-Profit Vendor. Non-profit vendors are not authorized in Georgia.

14. Required Minimum Store Hours. To ensure adequate access to food items for participants, the store (with the exception of military commissaries and pharmacies) must be open for business at least eight (8) hours per day, six (6) days per week, and must be open during the hours specified on the Vendor Application. In the event an applicant or vendor's hours are changed, they must notify Georgia WIC within twenty (20) days of the change. Military commissaries and pharmacies must be open for business at least five hours per day, five days per week. There should be no barriers to participant entry to the store during opening hours (e.g. required store membership or controlled access or entry to the store).

15. Suitable Store Location. For new stores applying to Georgia WIC for the first time, the minimum square footage requirement for vendors is 3,000 square feet of continuous retail food sales space open to the public, excluding all administrative and storage space.

Note: Not all areas of an applicant or vendor's store are counted towards the minimum square footage requirement. The square footage areas that are not "continuous retail food sales space open to the public" and are used for other purposes that are irrelevant to the purpose of the Georgia WIC Program ***will not be*** considered as a part of the minimum square footage requirement.

See Federal Regulations 7 C.F.R. § 246.12, which states: "Retail food delivery systems are systems in which participants, parents or caretakers of infant and child participants, and proxies obtain authorized supplemental foods by submitting a food instrument or cash-value voucher to an authorized vendor." The program utilizes grocers as part of its retail food delivery service.

No portion of the store may be located inside of a separate building, nor may any portion be located inside of a facility that is not food retail in nature (e.g. suite on the upper floors of an office building, inside of a community center, daycare, floral shop, etc.). The applicant must provide proof of a lease for at least a three-year period, or proof of ownership of the store location. There must be a store sign to identify the store with the name of the business clearly marked.

16. Licensed by the Georgia Department of Agriculture. Each store must have a valid Retail Food Sales Establishment License in the current owner's name and be in compliance with

20. **Infant Formula Suppliers.** All vendor applicants are required to purchase infant formula solely from the suppliers selected and approved by Georgia WIC. The Program does not allow vendors to purchase infant formula from other program vendors. Only purchases from the approved list of manufacturers, distributors and wholesalers will be permitted. Records of infant formula purchases must be maintained for a minimum of three (3) previous years plus the current year (or until any pending investigations are closed). In the event of an investigation, only purchase invoices from those permitted suppliers will be considered as legitimate. The list of authorized manufacturers, distributors and wholesalers are posted on the Georgia WIC vendor website. The program may also require vendors to supply the program with written permission to confirm their infant formula purchase history with suppliers.

21. **WIC Acronym and Logo.** A WIC vendor or applicant may not use the WIC acronym, the WIC logo, or close facsimiles thereof, in total or in part, either in the official name in which the vendor is registered or in the name in which it does business. The WIC vendor or applicant may not use the WIC acronym, the WIC logo, or close facsimiles thereof, in total or in part, in an unauthorized manner on packages, product labels, proprietary materials including pamphlets and brochures, or in any form of marketing, promotional material or advertisement of the store.

22. **Purchase Invoice Receipts.** Vendor Applicants must submit, upon request, purchase invoice receipts, bills of lading or recent invoices that show the purchase of items intended for sale in their stores. Failure to submit the requested documentation within the time frame stated in the request will result in denial of the vendor application.

23. **Automatic Clearing House (ACH) Application.** Vendors who are authorized for participation in Georgia WIC will receive an ACH enrollment form. Vendors will have five business days from the date of receipt of the form to enroll. Failure to enroll in ACH within the allotted timeframe will result in termination of the vendor agreement.

24. **Provision of Incentive Items.** Georgia WIC will not authorize or continue the authorization of a vendor that advertises, promises, provides, or indicates an intention to provide prohibited incentive items to customers. Incentives include, but are not limited to,

all state, municipal, and local sanitation standards. A current Health certificate must be posted in the store. Pharmacies and military commissaries are exempt from this requirement. Stores that are on the border of Georgia and another state must have a comparable food sales establishment license from that other state's Department of Agriculture. **Note:** All observed concerns with sanitation and food safety will be immediately reported to the Georgia Department of Agriculture.

17. **Compliance with Georgia WIC Program Policies and Procedures.** For existing vendors, any violations found during the re-authorization process may result in denial of the application for re-authorization. Vendors and applicants will be required to comply with all federal and state WIC policies.

18. **Store Acquisition.** Georgia WIC will not approve or continue the authorization of a store location that was sold or assigned to circumvent an unexpired sanction, claim or civil money penalty. Nor will Georgia WIC approve or continue the authorization of a store location that was later transferred to anyone involved in the ownership, operation, management or corporate structure (including registered agent) of location with unexpired sanctions, claims or civil money penalties.

a. The transfer or sale of a retail location with unexpired sanctions, claims or civil money penalties will be closely investigated before the location is authorized. In the event a vendor purchases or acquires a retail outlet that was in the process of being disqualified or which was disqualified from the WIC Program at the time of acquisition, the vendor's application for that outlet location shall not be considered until Georgia WIC makes a determination that the sale was a bona fide, arms-length transaction and that no one involved in the ownership, management, operation or corporate structure (including registered agents) will remain involved in the newly purchased store. If it is later determined that the applicant failed to abide by this provision, the vendor will be immediately terminated and subject to a claim.

b. Ownership transfers of an authorized location to anyone related to the ownership, management or operation¹ of vendor retail outlet having unexpired sanctions, claims or civil money penalties at the time of the transfer is prohibited. If it is later determined that there was a failure to abide by this provision, the vendor will be immediately terminated and subject to a claim.

free or complimentary gifts, home delivery of foods, store memberships, and other free or discounted services.

25. **Pharmacies.** A vendor who is placed in the Pharmacy Peer Group is only permitted to redeem special infant formulas and medical foods as specified on the Georgia WIC vendor website. All Pharmacy peer group vendors must be licensed and remain in good standing with the Georgia State Board of Pharmacies to provide prescription drugs and special medical foods in Georgia. Pharmacies are not required to maintain a SNAP permit, nor are they required to undergo an Above Fifty-Percent assessment.

26. Sign a WIC Vendor eWIC Agreement with the eWIC processor or a third-party processor (TPP) certified by the eWIC processor.

19. **Above 50% Criterion.** All applicants, except pharmacies and military commissaries, will be assessed to determine whether they derive, or have the potential to derive, more than fifty (50) percent of their eligible food sales revenues from WIC food instruments. Vendors that meet the above 50% criterion will not be authorized unless denial of authorization for that applicant would result in inadequate participant access.

20. **Infant Formula Suppliers.** All vendor applicants are required to purchase infant formula solely from the suppliers selected and approved by Georgia WIC. The Program does not allow vendors to purchase infant formula from other program vendors. Only purchases from the approved list of manufacturers, distributors and wholesalers will be permitted. Records of infant formula purchases must be maintained for a minimum of three (3) previous years plus the current year (or until any pending investigations are closed). In the event of an investigation, only purchase invoices from those permitted suppliers will be considered as legitimate. The list of authorized manufacturers, distributors and wholesalers are posted on the Georgia WIC vendor website. The program may also require vendors to supply the program with written permission to confirm their infant formula purchase history with suppliers.

21. **WIC Acronym and Logo.** A WIC vendor or applicant may not use the WIC acronym, the WIC logo, or close facsimiles thereof, in total or in part, either in the official name in which the vendor is registered or in the name in which it does business. The WIC vendor or applicant may not use the WIC acronym, the WIC logo, or close facsimiles thereof, in total or in part, in an unauthorized manner on packages, product labels, proprietary materials including pamphlets and brochures, or in any form of marketing, promotional material or advertisement of the store.

22. **Purchase Invoice Receipts.** Vendor Applicants must submit, upon request, purchase invoice receipts, bills of lading or recent invoices that show the purchase of items intended for sale in their stores. Failure to submit the requested documentation within the time frame stated in the request will result in denial of the vendor application.

23. **Automatic Clearing House (ACH) Application.** Vendors who are authorized for participation in Georgia WIC will receive an ACH enrollment form. Vendors will have five (5) business days from the date of receipt of the form to enroll. Failure to enroll in ACH within the allotted timeframe **may** result in termination of the vendor agreement.

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| | <p>24. <u>Provision of Incentive Items.</u> Georgia WIC will not authorize or continue the authorization of a vendor that advertises, promises, provides, or indicates an intention to provide prohibited incentive items to customers. Incentives include, but are not limited to, free or complimentary gifts, home delivery of foods, store memberships, and other free or discounted services.</p> <p>25. <u>Pharmacies.</u> A vendor who is placed in the Pharmacy Peer Group is only permitted to redeem special infant formulas and medical foods as specified on the Georgia WIC vendor website. All Pharmacy peer group vendors must be licensed and remain in good standing with the Georgia State Board of Pharmacies to provide prescription drugs and special medical foods in Georgia. Pharmacies are not required to maintain a SNAP permit, nor are they required to undergo an Above Fifty-Percent assessment.</p> <p>26. Sign a WIC Vendor eWIC Agreement with the eWIC processor or a third-party processor (TPP) certified by the eWIC processor.</p> <p>27. Be eWIC capable and pass certification testing performed by the Georgia WIC Program, when requested.</p> |
| | <p>Vendor eWIC Enablement and Certification</p> <p>In order to process eWIC transactions, vendors must obtain and be certified to use the appropriate Point-of-sale (POS) terminal(s) and/or software. Georgia has selected Conduent as the eWIC processor to facilitate all vendor enablement and certification processes. Conduent will contact vendors to discuss any follow up needed from the results of the vendor survey completed, obtain additional information and documents required for certification of the vendor's integrated POS system, and arrange for the setup of the single function equipment and any associated software required to process eWIC transactions in Georgia, as applicable.</p> <p>To become authorized as a Georgia WIC vendor, a retail location must have their integrated POS system certified to accept eWIC by Conduent or a third-party processor certified by Conduent. or acquire a single function device provided by Conduent during the time specified by the Georgia WIC Program (statewide eWIC implementation) will result in termination of the vendor's WIC Vendor Agreement unless the vendor is needed</p> |

for participant access. If the vendor location is needed for participant access, the location will be provided single function stand-beside equipment, following the guidelines for minimum lane coverage.

Vendors in need of assistance with the certification process, including completion of contract documentation and set up of single function devices, may contact Conduent using the information listed below.

Retailer Helpdesk (available 24 hours a day, 7 days a week): 1-844-309-5652

Email Address: austinebt@conduent.com

Vendors should also contact Conduent for:

- Assistance with updating contract documentation (only applicable to vendors with stand beside devices provided by Conduent),
- Transaction history, settlement information, disputes, and reconciliation procedures,
- Support on system adjustments and resolution of out-of-balance conditions,
- POS terminal and scanner training, troubleshooting and replacement (only applicable to vendors with stand beside devices provided by Conduent).

Vendors with integrated systems should contact their third party-processor (TPP), if they need assistance with the areas listed above.

Please send eWIC program-related questions to the Georgia WIC Vendor Relations Unit at 404-657-2900 or via email at wic-vendor.relations@dph.ga.gov. Program vendor staff will answer your questions promptly.

The Authorized Product List (APL)

To appropriately configure an eWIC system to approve WIC supplemental foods for purchase, vendors must be provided the authorized product list also known as the APL. The APL file is a list of authorized food items established by Georgia WIC.

The first production level APL will be provided to vendors with integrated systems in early May 2022. Updates will be made to the APL, as necessary, prior to the go-live date for eWIC in the pilot region and provided to vendors accordingly.

The APL file must be downloaded daily to the vendor's cash register system to ensure accurate WIC eligible food items are available for purchase.

- Integrated vendors will obtain the file from Conduent's FTP site.
- Stand beside devices are configured to automatically receive the APL file if they are left on and have connectivity (via analog phone line or wired internet connection).

Regardless of the type of eWIC system used, vendors must ensure that the APL is downloaded to each eWIC device/outlet in their store at least once every 24 hours.

Produce Mapping

1. Georgia WIC is requiring integrated vendors to map produce to a Georgia WIC approved Price Look-Up (PLU) code.
2. Any WIC approved fresh fruit or vegetable without an International Federation of Produce Standards (IFPS) approved PLU must be mapped to an IFPS-approved PLU. This includes produce items with a UPC bar code.
3. It is the store's responsibility to map all required fresh fruits and vegetables. If produce mapping is not completed, the WIC transaction will decline.
4. Stores should reach out to their Electronic Cash Register (ECR) provider for instructions on how to map produce items.

Guidelines for Processing eWIC Transactions

Vendors must process eWIC transactions, accurately, in a timely manner and in accordance with the terms of the Georgia WIC Vendor Agreement, the eWIC Processor Vendor Agreement, the FNS EBT operating rules, standards and technical requirements, WIC Program Rules, and state and federal regulations, and statutes.

Transaction processing with the eWIC card is a more streamlined process because there are no printed FIs/CVV's to complete. It is important that a vendor owner, manager or other authorized store representative complete training on eWIC procedures prior to using the system. Furthermore, the vendor must ensure that all cashiers and staff are fully trained on eWIC requirements, including training in the acceptance and processing of eWIC transactions. The procedures used for eWIC processing are determined by the type of POS system used by the vendor.

Integrated Retailers

Retailers use eWIC software to submit transactions through a certified Third-Party Processor (TPP) such as, Fiserv Solutions, Inc. (First Data Corporation) or Worldpay US, Inc. A TPP is a full-service provider for transaction processing, reconciliation and settlement for all payment types supported by the retailer (including eWIC). TPPs charge retailer fees based on the type of service selected (i.e., per transaction fee). Questions regarding settlement or transaction processing should be directed to your TPP or corporate office.

Integrated eWIC Purchase Flow

1. An APL is downloaded nightly to the retailer's ECR system.
2. Items are scanned (no need to separate WIC items).
3. The universal product codes (UPCs) and price look-up codes (PLUs) are verified against the APL file.
4. Items are checked against the WIC family's benefit balance.
5. Items scanned are transmitted to Conduent's WIC Connect system for approval.
6. WIC Connect responds with approval and remaining benefit balance.
7. Once completed, if there are any non-WIC items remaining, the WIC family will be given the opportunity to pay the remaining balance with another form of tender.

Note: Depending on the retailer's ECR system, the card swipe and PIN entry could occur at the beginning, middle or end of initiating the WIC purchase transaction.

The transaction guidelines for integrated systems may vary slightly based on the POS system used. Vendors with integrated systems should refer to the guidance provided for their POS system for more comprehensive instructions on how to transact eWIC using their system.

Single Function Stand Beside POS Retailers (GA WIC provided equipment)

Single Function Stand Beside devices are often utilized by small chains or single store merchants.

The full cost of WIC single-function equipment will be borne by Georgia WIC prior to statewide implementation. There is no equipment cost to the retailer for an initial single function point-of-sale (POS) terminal lane or lane(s) if minimum lane coverage analysis reveals additional lanes must be equipped, for a maximum of 4 lanes. Each stand beside in the lane requires dedicated power and an analog phone line or wired internet connection. Equipment maintenance and retailer support is provided at no cost. There is no fee to the merchant for transaction processing.

There is a need to scan items twice at the POS and in the retailer's ECR system. The eWIC stand beside device can only process Georgia WIC transactions. All items purchased with WIC benefits will be a separate transaction from non-WIC items purchased by the WIC customer.

All retailers authorized after statewide implementation must demonstrate they are eWIC capable.

Stand Beside POS Terminal - eWIC Purchase Flow

1. Cardholder swipes their eWIC card.
2. Cardholder will then enter his/her PIN.
3. Cashier scans the UPCs or enters the PLUs into the stand beside POS terminal and scans each item on the register as well.
4. Cashier enters or confirms the food item price on the stand beside.
5. Cashier completes the transaction on the stand beside POS terminal.
6. The stand beside POS terminal prints a receipt that has the remaining benefit balance details for the cardholder.

Receipt of Purchase Requirements

The printed receipt provided to the WIC customer is a record of what was purchased at the vendor's store. Vendors must provide WIC customers with printed receipts in accordance with receipt requirements listed in the *USDA, FNS, WIC EBT Operating Rules* which can be accessed using the link below:

<https://www.fns.usda.gov/sites/default/files/wic/WIC-EBT-Operating-Rules-September-2014.pdf>

Additional eWIC Transaction Requirements

When performing eWIC transactions the vendor must:

1. Provide to the WIC customer only the approved Georgia supplemental foods, fruits, and vegetables contained in the APL, after it has been determined that the WIC customer has an available balance on the date of the transaction.
2. Refrain from scanning codes from UPC codebooks or reference sheets.
3. Transmit the current shelf price of all WIC-approved supplemental foods purchased in the correct sizes, quantities and the total dollar amount of all WIC-approved supplemental foods purchased.
4. Ensure that the checkout process for eWIC allows a reasonable degree of security for protecting the PIN used by the WIC customer.
5. Perform eWIC transactions using cashiers in standard checkout lanes. **GA WIC has opted to not utilize/implement self-checkout at this time. eWIC transactions will not be operable in self-checkout lanes.**

Payments to Vendors for eWIC Transactions

Vendors will receive payment for all eWIC transactions processed in their store through an Automated Clearinghouse (ACH) system in which payments are directly deposited into their bank account.

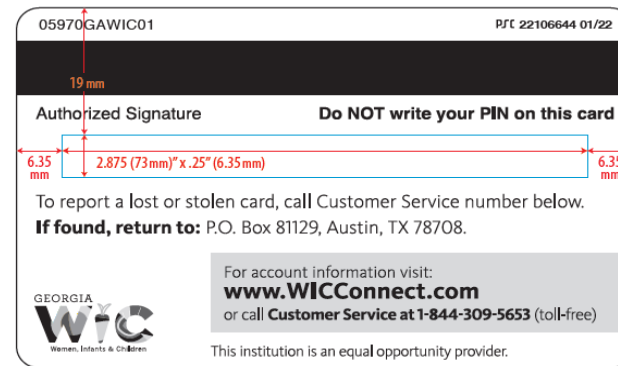
With eWIC, each food item will have a maximum allowable reimbursement level. The maximum allowable reimbursement level is also known as the Not to Exceed (NTE) amount. If a vendor submits an item price that is above the NTE, their payment will be decreased to the NTE amount for the item. Vendors are required to provide their bank account information to the eWIC processor to ensure payment for eWIC transactions.

A sample of the Georgia eWIC card is shown below.

FRONT



BACK



Lost eWIC Cards

To report a lost or stolen card, call Customer Service number 1-844-309-5653. If found, return to:
P.O. Box 81129, Austin, TX 78708.

eWIC System Installation, Upgrades and Maintenance

Vendors must also comply with the following policies regarding eWIC system installation, upgrades and maintenance:

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| | <ol style="list-style-type: none"> 1. Connect the vendor's POS system for each eWIC device/outlet covered by the WIC vendor agreement to the state's eWIC system at least once each 24-hour period to download reconciliation files and the Georgia WIC Authorized Product List (APL). 2. Maintain a Georgia eWIC processor certified POS eWIC system that is available for WIC redemption processing during all hours the store is open. 3. Request the Georgia eWIC processor to re-certify the vendor's POS system if the vendor alters/revises the system in any manner that impacts the eWIC redemption/claims process after initial certification is completed. The following applies: <ul style="list-style-type: none"> • If the POS eWIC system is reconfigured or modified by the vendor and/or other parties in such a way that the eWIC POS system no longer exhibits the required system accuracy, integrity, or performance required and under which requirements the eWIC POS system was certified, the state will not accept a redemption. • The vendor is liable for all costs of all recertification events. Failure to seek recertification when the vendor's POS system is altered/revise shall subject the vendor to the financial liabilities for all transactions processed. For vendors with integrated systems, obtain eWIC card readers to support eWIC transactions within their store(s). The vendor must ensure that the eWIC card readers they obtain meet all eWIC and Georgia eWIC processor requirements. The vendor must: Purchase eWIC card terminals that are capable of properly reading eWIC card transactions. Ensure that the eWIC terminal(s) will be supported by integrated software that is fully capable of supporting WIC in-lane transactions. • The vendor's POS system must meet state certification requirements, including interoperability and Georgia eWIC processor requirements, prior to being placed in operation to accept eWIC transactions. • Acknowledge that the performance of maintenance, cost of maintenance, and cost of future replacement of terminals is the vendor's sole responsibility. 4. Not charge to the Georgia WIC Program: <ul style="list-style-type: none"> • Third-party commercial processing costs and fees incurred by the vendor from eWIC multi-function systems and equipment. • Commercial transaction processing cost and fees imposed by a TPP, that the vendor elects to use to connect to the eWIC system of the state. • Interchange fees related to eWIC transactions. • Ongoing maintenance, processing fees or operational costs for vendor systems and equipment used to support eWIC after the WIC Program has implemented eWIC statewide, with the exception of vendors needed for participant access who require |
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WIC-specific point-of-sale (POS) machines, accessories, and replacements or repairs associated with such devices.

Sign the WIC Vendor eWIC Agreement of the state WIC Program's eWIC Processor or TPP that has been certified by the state WIC Program's eWIC Processor. Failure by a vendor to sign and retain a WIC Vendor eWIC Agreement with the eWIC Processor or TPP will result in termination of the WIC Vendor Agreement. For any period of time during which a vendor becomes aware that or anticipates that it will not maintain the required WIC Vendor eWIC Agreement with the eWIC Processor or TPP, vendors must provide written notice to the Georgia WIC Program immediately, and no later than 24 hours from the time the vendor becomes aware of or anticipates such period of time during which they will not maintain a WIC Vendor eWIC Agreement. Vendors in need of assistance with the vendor enablement or certification process may contact the state's eWIC processor.

Vendors will also contact the state's eWIC Processor for:

- Assistance with setting up a stand-beside POS system.
- Assistance with updating stand-beside contract documentation.
- Stand-beside POS maintenance, training, troubleshooting, and replacement.
- Transaction history, settlement information, disputes, and reconciliation procedures.
- Support on system adjustments and resolution of out-of-balance conditions.

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| <p>Page 27: Not To Exceed The Not to Exceed (NTE) or Maximum allowable Reimbursement Level amounts will be calculated using shelf price list/market basket data throughout eWIC implementation, at the food item and voucher code level for each peer group. The NTE amount will be calculated using actual WIC redemptions for each supplemental food item post eWIC, statewide implementation.</p> <p>Information regarding this transition will be provided to vendors via an addendum prior to its execution.</p> | <p>Page 24: Not To Exceed The initial Not to Exceed (NTE) amounts will be calculated on a Category/Subcategory level, using submitted shelf price list/market basket data obtained for all WIC food items, for each peer group. The payment for a supplemental food item cannot exceed the established NTE amount. Ongoing NTEs are established using actual WIC redemptions for supplemental food items within a vendor peer group.</p> |
| <p>Page 30-31: Advertisements, Shelf Talkers, Channel Strips, and Posters The proposed shelf label and request can be submitted via email or regular mail to: Email Address: WIC-VM@dph.ga.us</p> <p>U.S. Mail: Georgia Department of Public Health WIC Office of Vendor Management 2 Peachtree Street, N.W. Floor 10 Atlanta, GA 30303.</p> | <p>Page 26-27: Advertisements, Shelf Talkers, Channel Strips, and Posters The proposed shelf label and request can be submitted via email or regular mail to: Email Address: WIC-VM@dph.ga.us</p> <p>U.S. Mail: Georgia Department of Public Health WIC Office of Vendor Management 200 Piedmont Avenue, SE/West Tower, Suite 1502/ Atlanta, GA 30334</p> |
| <p>Page 33: Vendors Redeeming Vouchers for Special Infant Formula and Medical Foods All authorized WIC Stores are permitted to redeem vouchers for Special Infant Formula and Medical Foods (Nutritionals). All vendors are required to purchase infant formula directly from a WIC approved supplier or manufacturer included on a list provided by the Georgia WIC Program.</p> | <p>Page 29: Vendors Redeeming Special Infant Formula and Medical Foods All authorized WIC Stores are permitted to redeem food instruments for Special Infant Formula and Medical Foods (Nutritionals). All vendors are required to purchase infant formula directly from a WIC approved supplier or manufacturer included on a list provided by the Georgia WIC Program.</p> |
| <p>Page 34: Vendor Training Only a fully executed vendor agreement that is signed by both parties and the receipt of a vendor stamp constitutes authorization.</p> | <p>Page 30-31: Vendor Training Only a fully executed Georgia WIC Program vendor agreement that is signed by both parties constitutes program authorization. Additionally, to fully complete the authorization process, a vendor applicant must also sign a Vendor Agreement with the Georgia eWIC processor, or a third-party processor (TPP) that has been certified according to criteria established by the Georgia eWIC processor, prior to program authorization. The vendor applicant must also pass certification testing, if necessary, and ensure that their staff are trained regarding eWIC policies and procedures for their store.</p> |

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| | <p>Georgia WIC requires an owner, manager, or other authorized store representative to complete training on eWIC procedures. The vendor must ensure that all cashiers and staff are fully trained on eWIC requirements, including training in the acceptance and processing of eWIC transactions. Vendor applicants cannot be authorized without completing all of these requirements.</p> <p>A vendor applicant <u>cannot</u> transact (accept) WIC food benefits prior to full program authorization. Upon authorization, the Georgia WIC Program will ensure that the fully executed Georgia WIC Program Vendor Agreement (signed by the vendor and the Georgia WIC Program) is provided to the vendor.</p> |
| <p>Page 35: Customized Training Georgia WIC representatives may conduct training for employees of WIC vendors at their request. Training requests should be made in writing to Georgia WIC, Office of Vendor Management, 2 Peachtree Street, 10th Floor, Atlanta, Georgia, 30303. Please specify the desired training topics and the type and number of employees who will attend. Georgia WIC and the WIC vendor will mutually agree upon location (virtual or face-to-face) and dates for the training.</p> | <p>Page 31: Customized Training Georgia WIC representatives may conduct training for employees of WIC vendors at their request. Training requests should be made in writing to Georgia WIC, Office of Vendor Management, 200 Piedmont Ave, SE / West Tower, Suite 1502/ Atlanta, GA 30334. Please specify the desired training topics and the type and number of employees who will attend. Georgia WIC and the WIC vendor will mutually agree upon location (virtual or face-to-face) and dates for the training.</p> |
| <p>Page 46-53: The WIC Printed Voucher</p> | <p>Section Removed: The WIC Printed Voucher</p> |
| <p>Page 54-55: Important Notes About the WIC Customer for Cashiers and Store Managers The WIC customer:</p> <ol style="list-style-type: none"> 1. Must present a WIC ID card to redeem printed vouchers. 2. Must sign the printed vouchers, at the time of purchase, in black ink, provided by the vendor. 3. May not use a WIC food instrument to purchase items not listed (on the voucher or eWIC card benefit balance). | <p>Page 42-43: Important Notes About the WIC Customer for Cashiers and Store Managers The WIC customer:</p> <ol style="list-style-type: none"> 1. May not use an eWIC card to purchase items not listed on the eWIC card benefit balance. 2. Must never be required to pay cash for items purchased, except for items purchased with the cash value benefits (CVB), in excess of the amount of the CVB balance. 3. Must be allowed to purchase all foods listed on the eWIC card benefit balance, regardless of price. 4. Must be afforded the same courtesies given to other store customers. |

4. Must never be required to pay cash for items purchased except for items purchased with the cash value/ fruit and vegetable food instrument, in excess of the amount on the food instrument.
5. Must be allowed to purchase all foods listed on the food instrument or CVV, regardless of price.
6. Must be afforded the same courtesies given to other store customers.
7. Must be permitted to purchase eligible food items without making other purchases.
8. Must be charged the same shelf prices as other non-WIC customers.
9. Must not be charged sales tax, except on the purchase amount that is in excess of the amount on the cash value/ fruit and vegetable voucher or cash value/ fruit and vegetable benefit, if applicable.
10. Must be reported to Georgia WIC immediately if they attempt to purchase foods that are not approved or create other problems in the store.
11. Must not be required to purchase every item on the printed voucher.
12. Must not be contacted regarding restitution, payment or to obtain a missing signature.

More Important Notes.

1. WIC approved foods purchased with a WIC food instrument cannot be returned for a cash refund.
2. WIC food instruments from other states must not be accepted.
3. If a manager is called to approve a WIC food instrument transaction, it is imperative that the customer is not identified as a WIC participant, parent, caretaker and/or proxy. Every effort must be made to protect confidentiality and discussion of the transaction should be kept at a conversational level.

5. Must be permitted to purchase eligible food items without making other purchases.
6. Must be charged the same shelf prices as other non-WIC customers.
7. Must not be charged sales tax, except on the purchase amount that is in excess of the amount of the cash value benefit, if applicable.
8. Must be reported to Georgia WIC immediately if the WIC participants attempts to purchase foods that are not approved or create other problems in the store.
9. Must not be required to purchase every item on the eWIC card benefit balance.
10. Must not be contacted regarding restitution or payment.

More Important Notes.

1. WIC approved foods purchased with a WIC food instrument / eWIC card cannot be returned for a cash refund.
2. WIC food instruments/ eWIC cards from other states must not be accepted.
3. If a manager is called to approve an eWIC transaction, it is imperative that the customer is not identified as a WIC participant, parent, caretaker and/or proxy. Every effort must be made to protect confidentiality and discussion of the transaction should be kept at a conversational level.
4. Separate checkout lines for the WIC customer are prohibited. Signs such as “WIC food instruments not allowed in this line” or “No Checks-No WIC” cannot be displayed. However, vendors who wish to ensure that the WIC customer does not enter certain lines, such as express lines, may post “Cash Only” signs in those lines.
5. The vendor must not provide refunds or permit exchanges for authorized supplemental foods obtained with WIC food instruments except for exchanges of the same brand and size of authorized supplemental food items when the original authorized supplemental food item is defective, recalled, spoiled, or has exceeded its “sell by” or “best if used by,” or other date limiting the sale or use of the food item.

4. Separate checkout lines for the WIC customer are prohibited. Signs such as “WIC food instruments not allowed in this line” or “No Checks-No WIC” cannot be displayed. However, vendors who wish to ensure that the WIC customer does not enter certain lines, such as express lines, may post “Cash Only” signs in those lines.

5. Every store must check the customer’s WIC identification card for the proper WIC ID number and authorized signature(s) when transacting printed vouchers. WIC customers have been instructed about the importance of carrying the WIC ID card to the grocery store when using WIC printed vouchers. Printed vouchers cannot be redeemed without the WIC ID card which shows the name of the person redeeming the vouchers.

6. Whenever vouchers are lost or stolen from a WIC health facility, Georgia WIC will notify area vendors that a stop payment has been placed on the voucher. Vendors will be provided the voucher numbers and informed not to accept the vouchers for redemption. These vouchers will not be paid. Lost or stolen eWIC cards will be disabled.

7. The vendor must not provide refunds or permit exchanges for authorized supplemental foods obtained with food instruments except for exchanges of the same brand and size of authorized supplemental food items when the original authorized supplemental food item is defective, recalled, spoiled, or has exceeded its “sell by” or “best if used by,” or other date limiting the sale or use of the food item.

8. The WIC customer must be allowed to participate in in-store or manufacturer promotions that are available to all other customers, and that includes WIC approved food items. This includes ‘buy one get one or more free’ promotions.

9. The WIC authorized vendor, its paid or unpaid owners, officers, managers, agents and employees shall not engage in any activity with the WIC participant, proxy, or caretaker that would create a conflict of interest, as determined by Georgia WIC. Authorized WIC vendors are not permitted to act as a proxy for a WIC participant.

10. The vendor is not permitted to provide transportation for the WIC customer to or from the vendor’s premises.

11. The vendor is not permitted to deliver WIC approved foods to the WIC customer’s residence.

6. The WIC customer must be allowed to participate in in-store or manufacturer promotions that are available to all other customers, and that includes WIC approved food items. This includes ‘buy one get one or more free’ promotions.

7. The WIC authorized vendor, its paid or unpaid owners, officers, managers, agents and employees shall not engage in any activity with the WIC participant, proxy, or caretaker that would create a conflict of interest, as determined by Georgia WIC. Authorized WIC vendors are not permitted to act as a proxy for a WIC participant.

8. The vendor is not permitted to provide transportation for the WIC customer to or from the vendor’s premises.

9. The vendor is not permitted to deliver WIC approved foods to the WIC customer’s residence.

10. The vendor shall not take back items purchased by the participant, nor shall a vendor ask about obtaining food items that the participant chooses not to buy with the eWIC card.

11. The vendor must not provide unauthorized food or non-food items, cash, credit (including “rain checks”) in exchange **for the eWIC card**.

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| <p>12. The vendor shall not take back items purchased by the participant, nor shall a vendor ask about obtaining food items that the participant chooses not to buy with the WIC printed voucher.</p> <p>13. The vendor must not provide unauthorized food or non-food items, cash, credit (including “rain checks”) in exchange for food instruments.</p> <p>14. Georgia WIC will review printed vouchers submitted for redemption to ensure compliance with price limitations and to detect suspected vendor overcharges and other errors.</p> <p>15. Georgia WIC may require reimbursement for the full price of the printed voucher that contains a vendor overcharge or other error detected because of compliance investigations, printed voucher reviews, or other reviews or investigations of a vendor’s operations.</p> | |
| <p>Page 56: Voucher Payment Procedures</p> | <p>Section Removed - Voucher Payment Procedures</p> |
| <p>Page 57: Vendor Redemption and Pricing Assessments</p> <p>Food Instrument redemption data on all vendors will be reviewed on a quarterly basis, at a minimum.</p> <p>Any vendor with less than \$2,000.00 in annual WIC redemptions (annual equals a 12-month period) or not redeeming any WIC food instruments within a sixty (60) day timeframe will be terminated from the program for a period of one (1) year.</p> | <p>Page 44: Vendor Redemption and Pricing Assessments</p> <p>Redemption data for all vendors will be reviewed on a quarterly basis, at a minimum.</p> <p>WIC vendors are required to maintain competitiveness throughout the entire agreement period.</p> <p>Non-competitive pricing for redemptions occurs when the amount paid per food instrument by Georgia WIC to a vendor, per quarter, for all food instruments except cash value benefits, exempt infant formulas, and medical foods exceeds the statewide average amount paid per food</p> |

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| <p>WIC vendors are required to maintain competitiveness throughout the entire agreement period.</p> <p>Non-competitive pricing for redemptions occurs when the amount paid per food instrument by Georgia WIC to a vendor, per quarter, for all food instruments except cash value benefits, exempt infant formulas, and medical foods exceeds the statewide average amount paid per food instrument redeemed within the peer group by more than 50% on 10 or more items. If a vendor is found to be non-competitive during an assessment, the vendor will receive written notice. If the vendor is identified as non-competitive for three (3) additional assessments, the vendor agreement will be terminated for a period of twelve (12) months.</p> <p>Vendors are required to submit and maintain prices that are at, or lower than, other vendors currently participating in the program, within their designated peer group. Vendors must submit shelf pricing each quarter, at a minimum. If a vendor's prices are more than ten (10) percent higher than the maximum prices of others in its Peer Group on more than three (3) items – the vendor will receive a written notification that its pricing is not competitive. Vendors may be assessed at any time and those whose prices remain non-competitive for three (3) additional assessments, the vendor agreement will be terminated for a period of twelve (12) months.</p> <p>Pharmacies and military commissaries are exempt from these redemption assessments.</p> | <p>instrument redeemed within the peer group by more than 50% on 10 or more items. If a vendor is found to be non-competitive during an assessment, the vendor will receive written notice. If the vendor is identified as non-competitive for three (3) additional assessments, the vendor agreement will be terminated for a period of twelve (12) months.</p> <p>Vendors are required to submit and maintain prices that are at, or lower than, other vendors currently participating in the program, within their designated peer group. Vendors must submit shelf pricing every six months (two quarters each year), at a minimum. If a vendor's prices are more than ten (10) percent higher than the maximum prices of others in its Peer Group on more than three (3) items – the vendor will receive a written notification that its pricing is not competitive. Vendors may be assessed at any time and those whose prices remain non-competitive for three (3) additional assessments, the vendor agreement will be terminated for a period of twelve (12) months.</p> <p>Pharmacies and military commissaries are exempt from these redemption assessments.</p> |
| <p>Page 57- 58:Vendor Cost Containment</p> <p>Printed vouchers that are deposited in the vendor's bank, and that contain a dollar amount in the "pay exactly box" that exceeds the statewide and/or peer group Maximum Allowable Reimbursement Level (MARL) will be returned by the bank.</p> <p>Georgia WIC will conduct an annual assessment of each current vendor, except pharmacies and military commissaries, to determine if they derive more than fifty (50) percent of their food revenue from WIC food instruments. Vendors will also be assessed at re-authorization. New vendors will be assessed within six (6) months of authorization to determine if they derive more than fifty (50) percent of their food revenue from WIC food instruments.</p> | <p>Page 44:Vendor Cost Containment</p> <p>Georgia WIC will conduct an annual assessment of each current vendor, except pharmacies and military commissaries, to determine if they derive more than fifty (50) percent of their food revenue from WIC food instruments. Vendors will also be assessed at re-authorization. New vendors will be assessed within six (6) months of authorization to determine if they derive more than fifty (50) percent of their food revenue from WIC food instruments.</p> <p>Georgia WIC uses vendor reported shelf prices and redemption history to determine the Not to Exceed (NTE) amount for food items. Vendors will not be paid an amount that exceeds the NTE amount for a food item.</p> |

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| <p>Georgia WIC uses vendor reported shelf prices to determine the Maximum Allowable Shelf Prices for food items and the Maximum Allowable Reimbursable Limit for food instruments redeemed monthly. Food instruments submitted by vendors in peer groups J through E are paid according to the MARL for their peer group. The WIC vendor agrees to accept an adjustment in the dollar amount written in the 'pay exactly' box of the WIC food instrument if the dollar amount exceeds the statewide average and/or peer group MARL. Vendors who exceed the MARL will be paid based upon the average shelf price, which will be based on the average shelf prices for all comparable stores in the same peer group and/or the statewide average for a given time period.</p> | |
| <p>Page 58: <u>Important Notes about the Vendor Stamp</u></p> <ul style="list-style-type: none"> • Lost, stolen, or damaged stamps must be reported to Georgia WIC immediately. • Damaged stamps must be returned to Georgia WIC immediately. • The vendor stamp must be kept in a secure location at all times. • Vendors are NOT permitted to reproduce the vendor stamp. Vendors who redeem printed vouchers stamped with a reproduced stamp or stamping device that was not issued by the Georgia WIC Program may be subject to investigation for fraud and a claim for restitution. • Vendors will be held responsible for the unauthorized use of the vendor stamp by their paid or unpaid owners, officers, managers, agents, and employees. • If the inkpad dries out, it is the vendor's responsibility to replenish the removable pad, using only water based, black liquid ink. • The vendor stamp is not transferable to another location or individual. • Vouchers stamped with an unauthorized vendor stamp or stamping device will not be paid. | <p>Section Removed - Important Notes about the Vendor Stamp</p> |
| <p>Page 59-60: Cessation of Operation The vendor must provide Georgia WIC with at least twenty-one (21) days advance written notice of any changes to the operation or cessation of its business or cessation of business and the effective date. Georgia WIC will acknowledge the receipt of this information.</p> | <p>Page 46: Cessation of Operation The vendor must provide Georgia WIC with at least twenty-one (21) days advance written notice of any changes to the operation or cessation of its business or cessation of business and the effective date. Georgia WIC will acknowledge the receipt of this information.</p> |

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| <p>WIC-authorized vendors must provide Georgia WIC with at least twenty-one (21) days advanced written notice of any plan to cease operations, whether temporarily (e.g., remodeling) or permanently (e.g., store closure). An agreed upon cessation date for accepting and processing WIC food instruments will be established and adhered to. All WIC operations will be suspended during the time that a store is closed. The store location is unable to redeem WIC Food Instruments. In order to determine store readiness, an updated application review and satisfactory site visit are required before WIC operations resume. If Georgia WIC discovers that an authorized location has temporarily closed without receipt of prior notice, the vendor authorization number will be immediately terminated. All food instruments submitted for payment will be returned unpaid and Georgia WIC will establish a claim for reimbursement of redemptions.</p> | <p>WIC-authorized vendors must provide Georgia WIC with at least twenty-one (21) days advanced written notice of any plan to cease operations, whether temporarily (e.g., remodeling) or permanently (e.g., store closure). An agreed upon cessation date for accepting and processing WIC food instruments will be established and adhered to. All WIC operations will be suspended during the time that a store is closed. The store location is unable to redeem WIC Food Instruments. In order to determine store readiness, an updated application review and satisfactory site visit are required before WIC operations resume. If Georgia WIC discovers that an authorized location has temporarily closed without receipt of prior notice, the vendor authorization number will be immediately terminated. Processing and payment of all eWIC transactions will cease and Georgia WIC will establish a claim for reimbursement of any redemptions paid during the temporary closure.</p> |
| <p>Page 60: Changes in Ownership (including addition of owner)</p> <p>The vendor must provide Georgia WIC with at least twenty-one (21) days advance written notice of any changes to the ownership, corporate structure, and management of its business or cessation of business and the effective date. Georgia WIC will acknowledge the receipt of this information.</p> <p>If business changes involve the addition of new owners, corporate officers, partners, and/or affiliates, a vendor must include the full name, social security number, and date of birth for each individual in its notice to the Department. New people added to an existing business, or who acquire the business must pass the Department's Business Integrity checks. A vendor will be immediately terminated from the program if it fails to provide the Department with advance written notice of such changes and fails to provide the requisite information the Department needs to conduct its Business Integrity checks.</p> <p>For locations where none of the initial owners retain any ownership interest or for locations ceasing operation, the vendor authorization number will be terminated on the effective date of the change. Any food instruments submitted for payment after the effective date will be returned unpaid.</p> <p>If the vendor wishes to change the effective date, a written notification is required. Otherwise, the vendor authorization number will be terminated, as originally confirmed. Once termination occurs, a vendor must submit a new application and meet all current</p> | <p>Pages 46-47: Changes in Ownership (including addition of owner)</p> <p>The vendor must provide Georgia WIC with at least twenty-one (21) days advance written notice of any changes to the ownership, corporate structure, and management of its business or cessation of business and the effective date. Georgia WIC will acknowledge the receipt of this information.</p> <p>If business changes involve the addition of new owners, corporate officers, partners, and/or affiliates, a vendor must include the full name, social security number, and date of birth for each individual in its notice to the Department. New people added to an existing business, or who acquire the business must pass the Department's Business Integrity checks. A vendor will be immediately terminated from the program if it fails to provide the Department with advance written notice of such changes and fails to provide the requisite information the Department needs to conduct its Business Integrity checks.</p> <p>For locations where none of the initial owners retain any ownership interest or for locations ceasing operation, the vendor authorization number will be terminated on the effective date of the change. Any eWIC transactions submitted for payment after the effective date will not be paid. Processing and payment of all eWIC transactions will cease and Georgia WIC will establish a claim for reimbursement of any redemptions paid after the effective date of the change.</p> <p>If the vendor wishes to change the effective date, a written notification is required. Otherwise, the vendor authorization number will be terminated, as originally confirmed. Once termination</p> |

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| <p>selection criteria. New owners must submit an application, since WIC vendor agreements are not transferable.</p> <p>If Georgia WIC discovers that a change in ownership has occurred before notice is received, then the vendor authorization number will be immediately terminated. All food instruments submitted for payment will be returned unpaid and Georgia WIC will establish a claim for reimbursement of redemptions.</p> | <p>occurs, a vendor must submit a new application and meet all current selection criteria. New owners must submit an application, since WIC vendor agreements are not transferable.</p> <p>If Georgia WIC discovers that a change in ownership has occurred before notice is received, then the vendor authorization number will be immediately terminated. Processing and payment of all eWIC transactions will cease and Georgia WIC will establish a claim for reimbursement of any redemptions paid after the established change in ownership.</p> |
| <p>Page 61: Reporting and Changing Shelf Prices Shelf price surveys are used to identify stores that are in compliance with competitive pricing criteria.</p> <p>USDA regulations require the Georgia WIC Program to "ensure that a vendor selected for participation in the program does not, subsequent to selection, increase prices to levels that would make the vendor ineligible for authorization." USDA regulations require a shelf price survey to be completed at least every six months following authorization.</p> <p>Each vendor is required to submit the shelf prices for WIC food items carried in each store location. Georgia WIC collects mandatory shelf prices quarterly but reserves the right to collect shelf prices outside of that time frame at its discretion. All "cost plus 10%" store locations must submit the final price charged for a food item.</p> <p>Georgia WIC may request shelf prices for as many or as few items as it desires. Should an authorized Georgia WIC vendor change prices subsequent to authorization, the vendor is requested to inform Georgia WIC of such changes within forty-eight (48) hours of implementing the new prices. The vendor should make the changes at https://sendss.state.ga.us/sendss/Wicpricing.wiclogin. To access the database, please use the password provided in the notice for shelf price collection. In the event the vendor fails to update Georgia WIC of such changes, WIC may rely on the latest submission of shelf prices by the vendor in determining its current shelf prices.</p> <p>Pricing must be submitted for all food items sold or anticipated being sold at each store location. Failure to submit shelf pricing for an item subsequently redeemed is a sanctionable violation (see "Sanction System"). Collection of shelf prices does not constitute either approval or denial by Georgia WIC of the actual shelf prices that the vendor charges WIC participants.</p> | <p>Page 48: Reporting and Changing Shelf Prices Shelf price surveys are used to identify stores that are in compliance with competitive pricing criteria.</p> <p>USDA regulations require the Georgia WIC Program to "ensure that a vendor selected for participation in the program does not, subsequent to selection, increase prices to levels that would make the vendor ineligible for authorization." USDA regulations require a shelf price survey to be completed at least every six months following authorization.</p> <p>Each vendor is required to submit the shelf prices for WIC food items carried in each store location. Georgia WIC collects mandatory shelf prices semi-annually but reserves the right to collect shelf prices outside of that time frame at its discretion. All "cost plus 10%" store locations must submit the final price charged for a food item.</p> <p>Georgia WIC may request shelf prices for as many or as few items as it desires. Should an authorized Georgia WIC vendor change prices subsequent to authorization, the vendor is requested to inform Georgia WIC of such changes within forty-eight (48) hours of implementing the new prices. The vendor should make the changes at https://sendss.state.ga.us/sendss/Wicpricing.wiclogin. To access the database, please use the password provided in the notice for shelf price collection. In the event the vendor fails to update Georgia WIC of such changes, WIC may rely on the latest submission of shelf prices by the vendor in determining its current shelf prices.</p> <p>Pricing must be submitted for all WIC eligible food items sold or anticipated being sold at each store location. Failure to submit shelf pricing for an item subsequently redeemed is a sanctionable violation (see "Sanction System"). Collection of shelf prices does not constitute either approval or denial by Georgia WIC of the actual shelf prices that the vendor charges WIC participants.</p> |

Page 66-67: **Complaints**

Participant Complaints

Authorized WIC vendors are encouraged to report all participant complaints to the Georgia WIC State Office. Examples of participant complaints include, but are not limited to:

- adverse treatment of a vendor's owner, manager or employees;
- use of altered WIC printed vouchers (i.e., changing dates, names, or food amounts);
- purchase or attempted purchase of unauthorized foods with WIC printed vouchers;
- persistent attempts to purchase larger quantities of an authorized supplemental food item than listed on a WIC printed voucher;
- transaction of WIC food instruments outside of the valid period;
- transaction of WIC food instruments at an unauthorized vendor;
- sale of WIC food instruments or other Food and Nutrition Service (FNS) authorized benefits;
- transaction of WIC printed vouchers by a person not listed on the Georgia WIC Program ID Card (WIC ID).

Vendor Complaints

Vendor complaints are those complaints filed by WIC participants or others concerning an authorized WIC vendor. Examples of vendor complaints include, but are not limited to:

- adverse treatment of a WIC participant by a vendor's owner, manager or employee;
- charging more to WIC participants than other customers;
- providing outdated or spoiled food items;
- refusal to accept manufacturers' coupons, or other store discounts; and
- Inadequate variety and/or quantity of WIC-authorized supplemental food items.

The Georgia WIC Program will take the appropriate follow up action on all complaints received.

Page 53-54: **Complaints**

Participant Complaints

Authorized WIC vendors are encouraged to report all participant complaints to the Georgia WIC State Office. Examples of participant complaints include, but are not limited to:

- adverse treatment of a vendor's owner, manager or employees;
- Selling, or offering to sell, WIC Cards and benefits or supplemental foods through any means, including online sales.

Vendor Complaints

Vendor complaints are those complaints filed by WIC participants or others concerning an authorized WIC vendor. Examples of vendor complaints include, but are not limited to:

- adverse treatment of a WIC participant by a vendor's owner, manager or employee;
- charging more to WIC participants than other customers;
- providing outdated or spoiled food items;
- refusal to accept manufacturers' coupons, or other store discounts;
- Charging for foods not received;
- Providing cash or a combination of cash and food for an eWIC transaction;
- Allowing the purchase of multiple non-approved foods;
- Allowing the purchase of non-food items;
- Providing cash instead of food.

The Georgia WIC Program will take the appropriate follow up action on all complaints received.

Responding to/Resolving Participant Complaints:

Vendors may file a complaint against a WIC participant/proxy by calling the Customer Service Hotline or by contacting the Office of Vendor Management by mail or email. The Office of Vendor Management will refer the participant complaint to WIC Program Operations for follow up and resolution.

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| <p><u>Responding to/Resolving Participant Complaints:</u></p> <p>Vendors may file a complaint against a WIC participant/proxy by calling the Customer Service Hotline or by contacting the Office of Vendor Management by mail. The Office of Vendor Management will refer the participant complaint to the Office of Program Integrity and Strategy for follow up and resolution.</p> | |
| <p>Page 72-73: TERMINATION OF THE VENDOR AGREEMENT</p> <p>Summary Termination</p> <p>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.</p> <p>Termination upon Notice</p> <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 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:</p> <ol style="list-style-type: none"> 1. Voluntary withdrawal from the WIC program (termination period of 3 months). 2. The decision to sell the store (termination period of 3 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 WIC benefits of any form 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 6 months). | <p>Page 58-60: TERMINATION OF THE VENDOR AGREEMENT</p> <p>Summary Termination</p> <p>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.</p> <p>Termination upon Notice</p> <p>Georgia WIC may terminate the vendor agreement for cause after providing at least fifteen (15) days advance written notice. Processing of eWIC transactions shall be discontinued fifteen (15) days after the date of the termination notice. Any eWIC transactions 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 may include, but are not limited to, the following:</p> <ol style="list-style-type: none"> 1. Voluntary withdrawal from the WIC program (vendor ineligible to re-apply for authorization for 3 months). 2. The decision to sell the store (vendor ineligible to re-apply for authorization for 3 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 (vendor ineligible to re-apply for authorization for 12 months). 4. Accepting WIC benefits of any form through the mail or mailing any approved formula/medical food directly to the WIC customer (vendor ineligible to re-apply for authorization for 12 months). |

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| <p>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).</p> <p>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 3 months).</p> <p>8. Determination that the vendor's SNAP license is invalid or not current (termination period of 6 months).</p> <p>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).</p> <p>10. Failure to provide information on WIC benefit transactions, inventory records, food sales or tax information upon request (termination period of 9 months).</p> <p>11. Harassing or threatening any WIC representative, including the eWIC Processor or any third-party processor certified by the eWIC Processor (termination period of 12 months).</p> <p>12. Using an eWIC Card unlawfully or without authorization or causing an eWIC card to be utilized unlawfully or without authorization (termination period of 12 months).</p> <p>13. Forging a participant's signature on any printed WIC voucher (termination period of 12 months).</p> <p>14. Reproducing the WIC vendor stamp or the use of a stamping device to redeem printed WIC vouchers that was not issued by the Georgia WIC Program (termination period of 9 months).</p> <p>15. 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>5. Failure to complete and submit documentation for annual training by the deadline specified by Georgia WIC (vendor ineligible to re-apply for authorization for 6 months).</p> <p>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 (vendor ineligible to re-apply for authorization for 6 months).</p> <p>7. Two (2) failed attempts by Georgia WIC to contact the vendor during business hours at the vendor's reported address and telephone number (vendor ineligible to re-apply for authorization for 3 months).</p> <p>8. Determination that the vendor's SNAP license is invalid or not current (vendor ineligible to re-apply for authorization for 6 months).</p> <p>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 (vendor ineligible to re-apply for authorization for 12 months).</p> <p>10. Failure to provide information on WIC benefit transactions, inventory records, food sales or tax information upon request (vendor ineligible to re-apply for authorization for 9 months).</p> <p>11. Harassing or threatening any WIC representative, including the eWIC Processor or any third-party processor certified by the eWIC Processor (vendor ineligible to re-apply for authorization for 12 months).</p> <p>12. Using an eWIC Card unlawfully or without authorization or causing an eWIC card to be utilized unlawfully or without authorization (vendor ineligible to re-apply for authorization for 12 months).</p> <p>13. 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 (vendor ineligible to re-apply for authorization for 6 months).</p> <p>14. Four (4) failed assessments for non-competitive prices within a 12-month period or less (vendor ineligible to re-apply for authorization for 12 months).</p> |
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16. Failure to enroll in ACH within the time specified (termination period of 3 months).
17. Four (4) failed assessments for non-competitive prices within a 12-month period or less (termination period of 12 months).
18. 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).
19. 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).
20. 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).
21. 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).
22. 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).
23. Expiration of the agreement without a new application being submitted (termination period of 3 months).
24. Civil Money Penalty imposed by SNAP in lieu of disqualification for the initially issued SNAP disqualification period.

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.

15. Providing prohibited incentive items as part of a WIC transaction, in a manner that violates the provisions of this handbook (vendor ineligible to re-apply for authorization for 12 months).
16. Failure to meet the selection criteria in effect at the time of assessment at any time throughout the agreement period (vendor ineligible to re-apply for authorization for 6 months).
17. 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 (vendor ineligible to re-apply for authorization for 6 months).
18. 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 (vendor ineligible to re-apply for authorization for 12 months).
19. Expiration of the agreement without a new application being submitted (vendor ineligible to re-apply for authorization for 3 months).
20. Civil Money Penalty imposed by SNAP in lieu of disqualification for the initially issued SNAP disqualification period.

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.

For information on requirements for maintaining vendor authorization due to eWIC, see the section entitled *Implementation of an Electronic Benefits Transfer System or (eWIC)*.

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| <p>For information on requirements for maintaining vendor authorization due to eWIC, see the section entitled <i>Implementation of an Electronic Benefits Transfer System or (eWIC)</i>.</p> | |
| <p>Page 75: Effective Date of Adverse Actions</p> <p>Denials of vendor authorization and permanent disqualifications are effective on the date of receipt of the notice of the adverse action, at which time the vendor stamp will be discontinued. All other adverse actions against a vendor are effective fifteen days after the date of the notice of the adverse action. For those adverse actions resulting in disqualification (other than denials of vendor authorization and permanent disqualifications), use of the vendor stamp shall be discontinued fifteen days after the date of the notice of the adverse action. Any food instruments submitted for payment after fifteen days of the date of the notice of the adverse action will not be paid. All adverse actions shall remain in effect during the administrative review process.</p> | <p>Page 62: Effective Date of Adverse Actions</p> <p>Denials of vendor authorization and permanent disqualifications are effective on the date of receipt of the notice of the adverse action, at which time the vendor stamp will be discontinued. All other adverse actions against a vendor are effective fifteen days after the date of the notice of the adverse action. For those adverse actions resulting in disqualification (other than denials of vendor authorization and permanent disqualifications), processing of eWIC transactions shall be discontinued fifteen days after the date of the notice of the adverse action. Any eWIC transactions submitted for payment after fifteen days of the date of the notice of the adverse action will not be paid. All adverse actions shall remain in effect during the administrative review process.</p> |
| <p>Page 76-79: State Agency Sanctions</p> <p>State Agency Sanctions</p> <p>If a violation occurs in Category I, the vendor will receive written warning for the first offense. If the same violation occurs a second time within twelve (12) months from the date of this first offense warning notification, the vendor will receive another warning for the second offense. If the same violation occurs a third time within twelve (12) months from the date of this first offense warning notification, the vendor will be disqualified for the time period specified for that category (six months).</p> <p>If a violation occurs in Category II, the vendor will receive written warning for the first offense. If the same violation occurs a second time within twelve (12) months from the date of this first offense warning notification, the vendor will receive another warning for the second offense. If the same violation occurs a third time within twelve (12) months from the date of this first offense warning notification, the vendor will be disqualified for the time period specified for that category (eight months).</p> <p>If a violation occurs in Category III, the vendor will receive written warning for the first offense. If the same violation occurs again within twelve (12) months from the date of this first offense warning notification, the vendor will be disqualified for the time period specified for that category (ten months).</p> | <p>Page 63-65 : State Agency Sanctions</p> <p>State Agency Sanctions</p> <p>If a violation occurs in Category I, the vendor will receive written warning for the first offense. If the same violation occurs a second time within twelve (12) months from the date of this first offense warning notification, the vendor will receive another warning for the second offense. If the same violation occurs a third time within twelve (12) months from the date of this first offense warning notification, the vendor will be disqualified for the time period specified for that category (six months).</p> <p>If a violation occurs in Category II, the vendor will receive written warning for the first offense. If the same violation occurs a second time within twelve (12) months from the date of this first offense warning notification, the vendor will receive another warning for the second offense. If the same violation occurs a third time within twelve (12) months from the date of this first offense warning notification, the vendor will be disqualified for the time period specified for that category (eight months).</p> <p>If a violation occurs in Category III, the vendor will receive written warning for the first offense. If the same violation occurs again within twelve (12) months from the date of this first offense warning notification, the vendor will be disqualified for the time period specified for that category (ten months).</p> |

If a vendor receives a warning letter and desires further explanation, the vendor may call Georgia WIC and speak with the Vendor Relations Unit Manager or submit a written request for further explanation to Georgia WIC.

State Agency Sanctions Category I - Disqualification for six months on third violation

1. Stocking or selling WIC approved milk, eggs, infant formula, and any potentially hazardous foods (*meaning foods with time and/or temperature controls for the safety of the product*) that are labeled "Keep Refrigerated" to WIC participants that are *beyond* the expiration, use by or last sale date imprinted on the product packaging by the product's manufacturer or packager. Note: All observed concerns with sanitation and food safety will be immediately reported to the Georgia Department of Agriculture.

2. Failure to allow in-store or manufacturers' promotional or free item with a WIC purchase.

3. Failure to submit or return requested documentation, other than food instruments or inventory records, food sales, tax information, or documentation for annual training, by the stated deadline.

4. Failure to stock the required inventory of contract formula.

5. Failure to stock the required inventory of any WIC food items other than contract formula.

6. Claiming reimbursement for a food item for which there has been no submitted shelf price.

State Agency Sanctions Category II - Disqualification for eight months on third violation

1. Allowing the purchase of WIC foods in unauthorized container sizes.

2. Requiring WIC participants to show any identification other than the WIC identification card when transacting with vouchers.

3. Use of a non-approved label by a bread manufacturer in the vendor's store.

If a vendor receives a warning letter and desires further explanation, the vendor may call Georgia WIC and speak with the Vendor Relations Unit Manager or submit a written request for further explanation to Georgia WIC.

State Agency Sanctions Category I - Disqualification for six months on third violation

1. Stocking or selling WIC approved milk, eggs, infant formula, and any potentially hazardous foods (*meaning foods with time and/or temperature controls for the safety of the product*) that are labeled "Keep Refrigerated" to WIC participants that are *beyond* the expiration, use by or last sale date imprinted on the product packaging by the product's manufacturer or packager. Note: All observed concerns with sanitation and food safety will be immediately reported to the Georgia Department of Agriculture.

2. Failure to allow in-store or manufacturers' promotional or free item with a WIC purchase.

3. Failure to submit or return requested documentation, other than food instruments or inventory records, food sales, tax information, or documentation for annual training, by the stated deadline.

4. Failure to stock the required inventory of contract formula.

5. Failure to stock the required inventory of any WIC food items other than contract formula.

6. Claiming reimbursement for a food item for which there has been no submitted shelf price.

State Agency Sanctions Category II - Disqualification for eight months on third violation

1. Allowing the purchase of WIC foods in unauthorized container sizes.

2. Requiring WIC participants to show any identification other than the WIC identification card when **transacting eWIC**.

3. Use of a non-approved label by a bread manufacturer in the vendor's store.

4. Prices not marked on or near WIC foods with the exception of Infant Formula or Fruits or Vegetables.

4. Prices not marked on or near WIC foods with the exception of Infant Formula or Fruits or Vegetables.

State Agency Sanctions Category III - Disqualification for ten months on second violation

1. Failure to transact the sale of WIC or eWIC purchases.
2. Failure to write the price on a WIC voucher before the participant signs in plain sight of the participant during the WIC transaction.
3. Refusing to accept and transact valid WIC benefits from a participant.
4. Allowing the substitution of one WIC approved food item for another WIC approved food item not listed on the food instrument or cash-value benefit.
5. Failure to repay charges within thirty (30) days.
6. Breach of confidentiality (i.e. contacting a WIC participant for any reason regarding a WIC transaction, requiring signature on a separate document, disclosing a WIC participant in a public setting).
7. Requiring participant to pay cash to redeem WIC food instruments, except that a participant may utilize personal payments for amounts over the maximum amount of a cash-value voucher or benefit
8. Allowing the purchase of any formula other than the one specified on the food instrument.
9. Failing to provide a WIC participant with the same courtesies as other customers.
10. For any WIC infant formula required to be stocked, failing to list, mark, or label the price on or near the location where the formula would be stocked (regardless of whether the formula is actually in stock).
11. Allowing WIC food items, fruits, or vegetables to exceed the quantity specified on the food instrument or cash-value voucher (except for manufacturers' or in-store promotional or free items that are offered to all customers).

State Agency Sanctions Category III - Disqualification for ten months on second violation

1. Failure to transact the sale of WIC or eWIC purchases.
2. Refusing to accept and transact valid WIC benefits from a participant.
3. Allowing the substitution of one WIC approved food item for another WIC approved food item that is not identified as a prescribed food benefit for the WIC participant.
4. Failure to repay charges within thirty (30) days.
5. Breach of confidentiality (i.e. contacting a WIC participant for any reason regarding a WIC transaction, requiring signature on a separate document, disclosing a WIC participant in a public setting).
6. Requiring participant to pay cash to redeem WIC food instruments, except that a participant may utilize personal payments for amounts over the maximum amount of a cash-value benefit.
7. Allowing the purchase of any formula other than what is specified as an approved formula for the WIC participant.
8. Failing to provide a WIC participant with the same courtesies as other customers.
9. For any WIC infant formula required to be stocked, failing to list, mark, or label the price on or near the location where the formula would be stocked (regardless of whether the formula is actually in stock).
10. Allowing WIC food items, fruits, or vegetables to exceed the quantity specified for the WIC participant (except for manufacturers' or in-store promotional or free items that are offered to all customers).
11. Failure to allow the purchase of any WIC food items, fruits, or vegetables.
12. Issuing a "rain check"/IOU for WIC approved foods.

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| <p>12. Failure to allow the purchase of any WIC food items, fruits, or vegetables.</p> <p>13. Issuing a “rain check”/IOU for WIC approved foods.</p> | <p>13. Charging sales taxes on a WIC transaction, except that a vendor may collect sales taxes on amounts that exceed the value of a cash-value benefit.</p> |
| <p>Page 78-79: Federal Mandatory Sanctions</p> <p>If a vendor previously has been assessed a Mandatory Sanction for any of the violations carrying one, three or six-year disqualifications, and receives another sanction for any of these violations, then the second sanction will be doubled. If a civil money penalty is imposed in lieu of disqualification, then the amount of that penalty will be doubled up to the maximum limits per violation.</p> <p>If a vendor previously has been assessed two or more sanctions for any of the violations carrying one, three- or six-year disqualifications, and receives another sanction for any of these violations, then the third sanction and all subsequent sanctions will be doubled. Civil money penalties shall not be imposed in lieu of disqualification for third or subsequent sanctions.</p> <p>Federal Mandatory Sanctions Category IV - Disqualification for one year</p> <p>1. A pattern of providing unauthorized food items in exchange for food instruments or cash value benefits, including charging for supplemental foods provided in excess of those listed on the food instrument or contained in the participants eWIC balance.</p> | <p>Page 65-66: Federal Mandatory Sanctions</p> <p>If a vendor previously has been assessed a Mandatory Sanction for any of the violations carrying one, three or six-year disqualifications, and receives another sanction for any of these violations, then the second sanction will be doubled. If a civil money penalty is imposed in lieu of disqualification, then the amount of that penalty will be doubled up to the maximum limits per violation.</p> <p>If a vendor previously has been assessed two or more sanctions for any of the violations carrying one, three- or six-year disqualifications, and receives another sanction for any of these violations, then the third sanction and all subsequent sanctions will be doubled. Civil money penalties shall not be imposed in lieu of disqualification for third or subsequent sanctions.</p> <p>Federal Mandatory Sanctions Category IV - Disqualification for one year</p> <p>1. A pattern of providing unauthorized food items in exchange for food instruments or cash value benefits, including charging for supplemental foods provided in excess of those contained in the participants eWIC balance.</p> |
| <p>Page 80 : Additional Notes on Violations</p> <p>Vendors who commit fraud or abuse in the program are subject to criminal prosecution. Those who have willfully misapplied, stolen or fraudulently obtained program funds will be subject to a fine of not more than \$25,000.00 or imprisonment for not more than five years, or both, if the value of the funds is \$100.00 or more. If the value is less than \$100.00, the penalties are fines of not more than \$1,000.00 or imprisonment for not more than one year, or both. Georgia WIC will refer all criminal activity including theft and fraud to law enforcement.</p> | <p>Page 67: Additional Notes on Violations</p> <p>Vendors who commit fraud or abuse in the program are subject to criminal prosecution. Those who have willfully misapplied, stolen or fraudulently obtained program funds will be subject to a fine of not more than \$25,000.00 or imprisonment for not more than five years, or both, if the value of the funds is \$100.00 or more. If the value is less than \$100.00, the penalties are fines of not more than \$1,000.00 or imprisonment for not more than one year, or both. Georgia WIC will refer all criminal activity including theft and fraud to law enforcement.</p> <p>When Georgia WIC determines that a vendor has committed a vendor violation that affects payment to the vendor, Georgia WIC will delay payment and establish a claim. In addition to</p> |

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| <p>When Georgia WIC determines that a vendor has committed a vendor violation that affects payment to the vendor, Georgia WIC will delay payment and establish a claim. In addition to delaying payment and asserting a claim, Georgia WIC may sanction the vendor for vendor overcharges or other errors in accordance with the sanction schedule. Payment of food instruments submitted through the banking system by the vendor will be suspended as of the date of the notice of adverse action pending review by Georgia WIC. The vendor will be instructed to submit all outstanding food instruments to Georgia WIC for review and payment consideration.</p> | <p>delaying payment and asserting a claim, Georgia WIC may sanction the vendor for vendor overcharges or other errors in accordance with the sanction schedule. Payment of food instruments submitted through the banking system by the vendor will be suspended as of the date of the notice of adverse action pending review by Georgia WIC. The vendor will be instructed to submit all outstanding food instruments or eWIC transactions to Georgia WIC for review and payment consideration.</p> |
| <p>Page 80: Civil Monetary Penalties (CMP) Prior to disqualifying a vendor for any mandatory (federal) or state agency violation, Georgia WIC must determine if disqualification of the vendor will result in inadequate participant access. Inadequate participant access occurs when there is not another authorized WIC vendor within ten (10) miles of the vendor who has committed the violation. Only when Georgia WIC determines and documents that disqualification of the vendor would result in inadequate participant access, a civil money penalty (CMP) must be imposed in lieu of disqualification. CMPs will only be assessed for both state and mandatory sanctions in the event of inadequate participant access, as determined by Georgia WIC. The CMP shall not exceed \$15,306.00 per violation, or \$62,767.00 for multiple violations occurring during a single investigation for State Agency sanctions (see below CMP Methodology for State Agency Sanctions). The mandatory or Federal CMP shall not exceed the amount stated per each category violation, or the maximum category amount for multiple violations occurring during a single investigation (see chart below, "Civil Money Penalties for Federal Sanctions (Categories IV – VII)").</p> <p>CMPs must be paid within thirty (30) days of the notice of approval. Installments may be considered up to a maximum of six (6) months. If a vendor does not pay, partially pays, or fails to pay a CMP assessed in lieu of disqualification on time, the Georgia WIC Program will disqualify the vendor for the length of the disqualification corresponding to the violation for which the CMP was assessed. A CMP does not relieve a vendor of the financial liability for timely payment of claims assessed for vendor violations or errors. Assessed claims must be paid in addition to the CMP.</p> | <p>Page 67: Civil Monetary Penalties (CMP) Prior to disqualifying a vendor for any mandatory (federal) or state agency violation, Georgia WIC must determine if disqualification of the vendor will result in inadequate participant access (see "Exception to WIC Limiting and Selection Criteria"). Only when Georgia WIC determines and documents that disqualification of the vendor, who has committed the violation, would result in inadequate participant access, a civil money penalty (CMP) must be imposed in lieu of disqualification. CMPs will only be assessed for both state and mandatory sanctions in the event of inadequate participant access, as determined by Georgia WIC. The CMP shall not exceed \$15,306.00 per violation, or \$62,767.00 for multiple violations occurring during a single investigation for State Agency sanctions (see below CMP Methodology for State Agency Sanctions). The mandatory or Federal CMP shall not exceed the amount stated per each category violation, or the maximum category amount for multiple violations occurring during a single investigation (see chart below, "Civil Money Penalties for Federal Sanctions (Categories IV – VII)").</p> <p>CMPs must be paid within thirty (30) days of the notice of approval. Installments may be considered up to a maximum of six (6) months. If a vendor does not pay, partially pays, or fails to pay a CMP assessed in lieu of disqualification on time, the Georgia WIC Program will disqualify the vendor for the length of the disqualification corresponding to the violation for which the CMP was assessed. A CMP does not relieve a vendor of the financial liability for timely payment of claims assessed for vendor violations or errors. Assessed claims must be paid in addition to the CMP.</p> |
| <p>Page 82 : Civil Money Penalties for Federal Sanctions (Categories IV – VII)</p> <p>Civil Money Penalties for Federal Sanctions (Categories IV – VII)</p> | <p>Page 69: Civil Money Penalties for Federal Sanctions (Categories IV – VII)</p> |

| Category | Amount For Each Violation | Maximum Amount for Violations Occurring During a Single Investigation | Civil Money Penalties for Federal Sanctions (Categories IV – VII) | | |
|--|-----------------------------|--|--|-----------------------------|--|
| Category IV | \$15,041 for each violation | Maximum penalty for violations occurring during a single investigation is \$60,161 | Category IV | \$15,041 for each violation | Maximum penalty for violations occurring during a single investigation is \$60,161 |
| Category V | \$15,041 for each violation | Maximum penalty for violations occurring during a single investigation is \$60,161 | Category V | \$15,041 for each violation | Maximum penalty for violations occurring during a single investigation is \$60,161 |
| Category VI | \$15,041 for each violation | Maximum penalty for violations occurring during a single investigation is \$60,161 | Category VI | \$15,041 for each violation | Maximum penalty for violations occurring during a single investigation is \$60,161 |
| Category VII Civil penalty for a vendor convicted of trafficking in food instruments | \$16,865 for each violation | Maximum penalty for violations occurring during a single investigation is \$67,461 | Category VII Civil penalty for a vendor convicted of trafficking in food instruments | \$18,171 for each violation | Maximum penalty for violations occurring during a single investigation is \$72,686 |
| Category VII Civil penalty for a vendor convicted of selling firearms, ammunition, explosive, or controlled substances in exchange for food instruments | \$16,451 for each violation | Maximum penalty for violations occurring during a single investigation is \$67,461 | Category VII Civil penalty for a vendor convicted of selling firearms, ammunition, explosive, or controlled substances in exchange for food instruments | \$17,725 for each violation | Maximum penalty for violations occurring during a single investigation is \$72,686 |
| Page 88: WHERE TO GET MORE INFORMATION | | | Page 77: WHERE TO GET MORE INFORMATION | | |

Georgia WIC has a vendor customer service hotline (toll free in Georgia) available to assist Georgia WIC vendors with any aspect of the WIC Program. The hotline is available Monday through Friday, except State holidays, from 8:00 AM – 5:00 PM Eastern Standard Time (EST). After 5:00 PM and during periods of high volume calling, please leave a voice message.

Georgia WIC
Office of Vendor Management
2 Peachtree Street, NW
10th Floor
Atlanta, Georgia 30303-3142

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Georgia WIC
Office of Vendor Management
200 Piedmont Avenue, SE/West Tower, Suite 1502
Atlanta, GA 30334

Page 92-97: Glossary

Above-50 percent vendors – A vendor that derives more than fifty percent of its SNAP eligible food sales revenue from WIC food instruments, and new vendor applicants expected to meet this criterion under guidelines approved by FNS. New vendors will be assessed within six (6) months of authorization, and all vendors will be assessed annually to determine if they are an Above 50% vendor. Applicants identified as potential or actual above 50% vendors will not be authorized. Authorized vendors assessed as Above 50 % vendors will be terminated from the program unless denial of authorization for that vendor would result in inadequate participant access. Pharmacies and military commissaries are exempt from this assessment.

Applicant – Anyone deemed associated with the ownership, management or operation of the applying entity including owners, officers, partners, directors, employees, members or stockholders, registered agents, relatives by blood or marriage, heirs, assigns, as well as the immediate family of owners, officers, partners, members or stockholders or registered agents.

Administrative Review – A review process offered to vendors attempting to challenge decisions made by the program. Such decisions include, but are not limited to, denial of authorization, disqualification, and termination of the vendor agreement.

Affiliates – A business that is related to another business, usually by being in the position of a member or a subordinate role. Two businesses may be affiliated if one has control over the other or if both are controlled by a third company.

Page 79-82: Glossary

Above-50 percent vendors – A vendor that derives more than fifty percent of its SNAP eligible food sales revenue from WIC food instruments, and new vendor applicants expected to meet this criterion under guidelines approved by FNS. New vendors will be assessed within six (6) months of authorization, and all vendors will be assessed annually to determine if they are an Above 50% vendor. Applicants identified as potential or actual above 50% vendors will not be authorized. Authorized vendors assessed as Above 50 % vendors will be terminated from the program unless denial of authorization for that vendor would result in inadequate participant access. Pharmacies and military commissaries are exempt from this assessment.

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Annual Training – A yearly mandatory training conducted for all WIC authorized stores to receive instruction regarding program changes and updates to policies and procedures.

Annual Training – A yearly mandatory training conducted for all WIC authorized stores to receive instruction regarding program changes and updates to policies and procedures.

Authorized Supplemental Foods – Those supplemental foods authorized by Georgia WIC for issuance to a particular participant.

Automatic Clearing House (ACH) – An electronic funds transfer network which enables participating financial institutions to distribute electronic credit and debit entries to bank accounts and to settle such entries.

“Best if used by / Use by” - The date recommended by the manufacturer for best flavor or quality. It is not a purchase or safety date (except for in the case of infant formula). However, from a Georgia regulatory standpoint, the term “Expiration Date” is synonymous with the following terms: Pull Date, Best-By Date, Best Before Date, Use-By Date and Sell-By Date; and pertains to the last date specific food products (ie. Milk, Eggs, Infant formula, and any potentially hazardous foods (*meaning foods with time and/or temperature controls for the safety of the product*) that are labeled “Keep Refrigerated”) can be sold through retail or wholesale distribution.

Cash-Value/Fruit and Vegetable Voucher or Benefit (CVV/CVB) – A fixed-dollar amount check, voucher, eWIC card or other document which is used by a participant to obtain authorized fruits and vegetables. 93

Civil Money Penalty – A monetary penalty that can be assessed in lieu of a sanction.

Claim - A bill or request for reimbursement of funds.

Confidential Vendor Information – Based upon § 246.26(e), confidential vendor information is any information about a vendor that identifies the vendor except for the vendor’s name, address, authorization status, telephone number, website/e-mail address and store type.

Conflict of Interest - A conflict of interest exists when there is a pecuniary relationship between the Retailer and the Program or the Local Agency; when relatives serve WIC Participants; and/or when a

Authorized Product List (APL) – The list of universal product codes (UPCs) and product look-up (PLU) codes for WIC supplemental foods, fruits and vegetables that are authorized for purchase by WIC customers. The APL must be uploaded into the vendor’s point of sale (POS) system on a daily basis (this should be an automated process).

Authorized Supplemental Foods – Those supplemental foods authorized by Georgia WIC for issuance to a particular participant.

Automatic Clearing House (ACH) – An [electronic funds transfer network](#) which enables participating [financial institutions](#) to distribute [electronic credit](#) and [debit entries](#) to [bank accounts](#) and to [settle](#) such entries.

Benefit Balance – The unspent food benefits which are available for purchase by a WIC cardholder.

“Best if used by / Use by” - The date recommended by the manufacturer for best flavor or quality. It is not a purchase or safety date (except for in the case of infant formula). However, from a Georgia regulatory standpoint, the term “Expiration Date” is synonymous with the following terms: Pull Date, Best-By Date, Best Before Date, Use-By Date and Sell-By Date; and pertains to the last date specific food products (ie. Milk, Eggs, Infant formula, and any potentially hazardous foods (*meaning foods with time and/or temperature controls for the safety of the product*) that are labeled “Keep Refrigerated”) can be sold through retail or wholesale distribution.

Cash-Value Benefit (CVB) – A fixed-dollar benefit on an electronic benefit transfer (EBT) or eWIC card which is used by a client to obtain authorized fresh or frozen fruits and vegetables.

Civil Money Penalty – A monetary penalty that can be assessed in lieu of a sanction.

Claim - A bill or request for reimbursement of funds.

Confidential Vendor Information – Based upon § 246.26(e), confidential vendor information is any information about a vendor that identifies the vendor except for the vendor’s name, address, authorization status, telephone number, website/e-mail address and store type.

technical assistance, training or monitoring visit is conducted by a program staff person who may be related to the store owner or other store management staff.

Contracted Brand Infant Formula – All infant formulas (except EXEMPT INFANT FORMULAS) produced by the manufacturer awarded the infant formula cost containment contract.

Corporate Vendor – A WIC authorized vendor that is owned by a corporate entity. A corporate vendor can be a publicly or privately owned corporation or a limited liability company (LLC).

Cost-plus pricing or Cost-plus 10% pricing - The practice, by a company, of determining the cost of their product to them and then adding a percentage on top of that price to determine the selling price to the customer.

Covert Compliance Investigation or Compliance Buy – An undercover, onsite investigation in which a representative of the WIC Program poses as a participant, parent, or caretaker of an infant or child participant, or proxy, transacts one or more food instruments, and does not reveal during the visit that he or she is a program representative.

Customized Training – Training that a vendor can request to suit their specific training needs.

Days – Calendar days, unless otherwise noted.

Delivery – The act of transferring a product from a seller to its buyer outside the confines of the retail food establishment.

Disqualification – The act of ending the Program participation of a participant, authorized food vendor, or authorized State or local agency, whether as a punitive sanction or for administrative reasons (e.g. termination of vendors from Georgia WIC for program violations.)

Documentation – The presentation of written documents which substantiate statements made by a WIC applicant or participant or a person applying on behalf of an applicant.

Conflict of Interest - A conflict of interest exists when there is a pecuniary relationship between the Retailer and the Program or the Local Agency; when relatives serve WIC Participants; and/or when a technical assistance, training or monitoring visit is conducted by a program staff person who may be related to the store owner or other store management staff.

Contracted Brand Infant Formula – All infant formulas (except EXEMPT INFANT FORMULAS) produced by the manufacturer awarded the infant formula cost containment contract.

Corporate Vendor – A WIC authorized vendor that is owned by a corporate entity. A corporate vendor can be a publicly or privately owned corporation or a limited liability company (LLC).

Cost-plus pricing or Cost-plus 10% pricing - The practice, by a company, of determining the cost of their product to them and then adding a percentage on top of that price to determine the selling price to the customer.

Covert Compliance Investigation or Compliance Buy – An undercover, onsite investigation in which a representative of the WIC Program poses as a participant, parent, or caretaker of an infant or child participant, or proxy, transacts one or more food instruments, and does not reveal during the visit that he or she is a program representative.

Customized Training – Training that a vendor can request to suit their specific training needs.

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Delivery – The act of transferring a product from a seller to its buyer outside the confines of the retail food establishment.

Disqualification – The act of ending the Program participation of a participant, authorized food vendor, or authorized State or local agency, whether as a punitive sanction or for administrative reasons (e.g. termination of vendors from Georgia WIC for program violations.)

Documentation – The presentation of written documents which substantiate statements made by a WIC applicant or participant or a person applying on behalf of an applicant.

Electronic Benefit Transfer (EBT) – a method that permits electronic access to WIC food benefits using a plastic card. **EBT for the Georgia WIC Program is referred to as eWIC.**

eWIC - WIC electronic benefit transfer. Refers to the issuance of WIC benefits on a plastic card.

Exempt Infant Formula – An infant formula that meets the requirements for an exempt infant formula under section 412(h) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 350a(h)) and the regulations at 21 C.F.R. parts 106 and 107. 94

Federal Mandatory Vendor Sanction – A sanction required by federal law for a vendor’s violation of the WIC Vendor Agreement or the laws, regulations, rules, and policies governing the WIC program, imposed pursuant to 7 C.F.R. 246.12(l) (1).

First date of use – The first date on which the food instrument may be used to obtain supplemental foods.

Food Instrument – A voucher, check, eWIC card, coupon or other document which is used by a participant to obtain supplemental foods.

Food Sales – Sales of all Supplemental Nutrition Assistance Program (SNAP) - eligible foods intended for home preparation and consumption, including meat, fish, and poultry; bread and cereal products; dairy products; fruits and vegetables. Food items such as condiments and spices, coffee, tea, cocoa, and carbonated and noncarbonated drinks may be included in food sales when offered for sale along with foods in the categories identified above. Food sales do not include sales of any items that cannot be purchased with SNAP benefits, such as hot foods or food that will be eaten in the store.

Food Sales Establishment License – A license granted by the Georgia Department of Agriculture which permits the retail food vendor to sell food items.

High-Risk Vendor – A vendor identified as having a high probability of committing a vendor violation through application of the criteria established in § 246.12(j)(3) and any additional criteria established by Georgia WIC.

Inadequate Participant Access – Condition that exists when the distance between an authorized WIC vendor is ten (10) miles or more.

Electronic Signature – an electronic sound, symbol, or process, attached to or associated with an application or other record and executed and or adopted by a person with the intent to sign the record.

eWIC - WIC electronic benefit transfer. Refers to the issuance of WIC benefits on a plastic card.

eWIC Capable – when the WIC vendor demonstrates their cash register system or payment device can accurately and securely obtain WIC food balances associated with an eWIC card, maintain the necessary files such as the authorized product list and successfully complete eWIC purchases.

eWIC Cardholder: the WIC Participant or the person authorized to use the eWIC Card on their behalf.

eWIC Processor – the entity contracted with the Georgia WIC Program for the implementation, maintenance, and operation of the Program’s eWIC system that acts as the agent of the Program to process and settle eWIC transactions.

Exempt Infant Formula – An infant formula that meets the requirements for an exempt infant formula under section 412(h) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 350a(h)) and the regulations at 21 C.F.R. parts 106 and 107.

Federal Mandatory Vendor Sanction – A sanction required by federal law for a vendor’s violation of the WIC Vendor Agreement or the laws, regulations, rules, and policies governing the WIC program, imposed pursuant to 7 C.F.R. 246.12(l) (1).

First date of use – The first date on which the food instrument may be used to obtain supplemental foods.

Food Benefit – The individual WIC approved foods a participant receives for a selected month.

Food Category – a numbering sequence of 2 digits used to identify broad WIC food groups.

Food Instrument (FI) – the mechanism by which Georgia WIC clients make purchases. An eWIC card is used to obtain supplemental foods.

Food Sales – Sales of all Supplemental Nutrition Assistance Program (SNAP) - eligible foods intended for home preparation and consumption, including meat, fish, and poultry; bread and cereal products; dairy products; fruits and vegetables. Food items such as condiments and spices, coffee, tea, cocoa, and carbonated and noncarbonated drinks may be included in food sales when offered for sale along with foods in the categories identified above. Food sales do not include sales of any items that cannot be purchased with SNAP benefits, such as hot foods or food that will be eaten in the store.

Food Sales Establishment License – A license granted by the Georgia Department of Agriculture which permits the retail food vendor to sell food items.

Food Sub-Category – a numbering sequence of three digits following the Food Category that identifies the foods, brands, and size of food item identified within each food group

High-Risk Vendor – A vendor identified as having a high probability of committing a vendor violation through application of the criteria established in § 246.12(j)(3) and any additional criteria established by Georgia WIC.

Inadequate Participant Access – Conditions exist when: (1) In a county identified as metro or including a metropolitan area, there is no authorized grocery vendor within 16 driving miles or geo-mapping distance from another authorized grocery vendor. (2) In a county defined as non-metro or rural, there is no authorized grocery vendor within 20 driving miles or geo-mapping distance from another authorized grocery vendor. (3) Geographic barriers exist that would prevent participants access to authorized vendors within the designated driving distance.

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>.