



South Dakota WIC Program

**Vendor Management Handbook
Application
And
Cashier Training Booklet**

October 1, 2012- September 30, 2015

South Dakota Department of Health
WIC Program
600 East Capitol
Pierre South Dakota, 57501
605-773-3361

MISSION:

To promote and maintain the health and well-being of women infants and children with inadequate income who are determined to have a nutritional risk.

“Healthy Choices for Healthy Families”

Overview of WIC Program

WIC is the Special Supplemental Nutrition Program for Women, Infants and Children.

WIC is federally funded by the United States Department of Agriculture (USDA) and operates in all 50 states and 22 territories. In South Dakota the WIC Program is administered by the Department of Health.

WIC is a cost effective program and has demonstrated success in improving the health and nutritional status of women, infants and children.

Participants of the WIC Program may be pregnant women, breastfeeding women, postpartum women, infants and children up to age five who have been determined to have a nutritional risk and have limited income.

WIC offers the following services throughout the state

WIC provides nutrition education and counseling: Teaches participants how to maintain a healthy diet, change established eating habits for healthier habits and answer food and nutrition questions to improve overall health.

WIC provides support for Breastfeeding: Referrals are made to lactation specialists and peer counselors. Health Professionals inform participants of the benefits of breastfeeding; provide breast pumps and information and education on the use of the pumps.

WIC provides referral services: To doctors, nurses, community services, health agencies, social service agencies such as Medicaid, SNAP or TANF. All sources encourage pregnant women to receive prenatal care, and infants and children to receive routine health checkups and immunizations.

WIC provides supplemental foods to participants: Foods are prescribed to supplement the nutritional needs of the each participant based on individual needs.

Purpose and Definitions

Throughout this document “WIC Program” refers to the South Dakota Department of Health, WIC Program. Topics are listed with corresponding pages

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Vendors Role in WIC

WIC Vendors are critical partners in the delivery of WIC benefits. Each month, WIC participants receive WIC Checks listing the authorized supplemental foods designed to supplement specific nutritional needs. The Vendor fills the authorized supplemental foods list by making certain the WIC customer receives the exact amounts of foods on each WIC Check.

In providing this service, WIC authorized Vendors play an important role in helping to improve the health of all WIC participants. The Vendor is the final service in the WIC process.

Since the nutritious WIC foods are designed to promote the healthiest possible birth outcomes for pregnant women and promote the growth and development of children, the Vendor’s role in the WIC Program is vital. The integrity of the transaction between a WIC Vendor and a WIC customer is essential. It is only when WIC Checks are redeemed for the specific foods that the desired dietary supplementation can be achieved. The positive way in which the WIC customer is treated by the Vendor enhances the benefits received from being on the WIC Program.

SD WIC Program State Office Vendor Management

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600 East Capitol
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1-866-579-8246 (Fax)

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Pierre, South Dakota, 57501
605-773-4782 (Phone)
1-866-579-8246 (Fax)

Non-Discrimination Statement

In accordance with Federal law and USDA Food and Nutrition Services (FNS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA Director, Office of Adjudication and Compliance, 1400 Independence Ave SW, Washington D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider.

A copy of any complaint alleging discrimination will be forwarded to the Mountain Plains Regional Office of the Food and Nutrition Service, USDA.

Application Process

The Application process is listed below. All Vendors must meet the selection criteria and must complete an Application in full and fill in the applicable prices on the Price List and return to the WIC Program for review. (Application form is on pages 10-13).

For consideration to be authorized as a WIC Vendor, a properly completed Application Form and Price List Form must be returned to the State WIC Office within 15 working days from date sent to the store. Failure to meet the time frame will constitute the need for the interested Vendor store to request a new Application Packet and restart the entire process.

An Application Review Criteria Checklist will be completed to determine acceptance/denial of the Application. The decision will be relayed to the store within fifteen (15) working days from receipt of specified Application materials.

A store that has been approved for authorization will be contracted within 20 working days from the date the State WIC Office notifies the store their Application has been approved, or notified in writing that they can begin to accept WIC checks and the date for final signing of the contract will be established.

A store that has been denied authorization will be informed via letter. The letter will specify the reason the store was denied authorization, the store's right to request an administrative appeal of the decision within fifteen (15) days from date of notification and a copy of the Administrative Fact Sheet.

The store will be required to complete the information requested on the South Dakota WIC Vendor Application in its entirety and sign as to the authenticity of the document.

Vendor Selection Criteria	An authorized Vendor in the State of South Dakota must meet the requirements below.
Full Service Grocery	A full service grocery Vendor is defined as a single store operated by a business entity which routinely stocks milk, cheese, hot and cold cereals, fresh and frozen meats, poultry and fish, fresh, frozen and canned fruits and vegetables, canned and frozen fruit juice, canned vegetable juices, eggs and breadstuffs. The store must be primarily a Vendor of groceries rather than of other merchandise such as gasoline, beverages or snack foods.
Location	Must be a stationary location with a physical business address in South Dakota.
SNAP	Must be authorized by SD SNAP (formerly Food Stamps). If Vendor is authorized by SD SNAP and later denied authorization, SD WIC Agreement will be terminated for cause.
Minimum Stocking	Minimum stocking requirements of supplemental foods are located on pages 18-23.
50% Criteria	<p>Each Vendor making an initial Application will be assessed to determine whether it is expected to derive more than 50% of its annual income from the sale of WIC foods paid for with WIC Checks.</p> <ul style="list-style-type: none"> • Any Vendor applicant who expects to derive more than 50% of its annual revenue from the sale of WIC authorized foods paid for with WIC Checks will <u>not</u> be authorized, unless it is necessary for participant access to WIC Program benefits; and Food and Nutrition Services (FNS) must pre-approve the Vendor. • Any authorized Vendor will be terminated if after initially being authorized, is found to be deriving more than 50% of its annual income from food sales purchased with WIC Checks, unless it is necessary to assure participant access to WIC Program benefits, and FNS approves thus allowing the Vendor to remain authorized.
EBT Equipment Cost	The cost for Electronic Benefits Transfer (EBT) equipment, systems, or processing will not be imposed on Vendors as a condition for WIC authorization.

Competitive Pricing

All Vendors will be held to competitive pricing within their assigned peer group. Shelf prices will be collected quarterly and will be averaged by food item within the assigned peer group. If it is determined that the applicant has shelf prices exceeding the statewide peer group average, they will be notified and must reduce the price or the Vendor will not be authorized by the SD WIC Program.

- Peer groups are defined by the total annual food sales, population density of area, and the type of store (chain, independent, convenience, etc.)
- The Vendor's average price for any food item authorized by the WIC Program, as reported on the Application may not exceed a WIC Program determined average percentage for the same food by all other WIC Vendors in the same peer group.

All Vendors will charge the same or a lesser price to WIC participants as they charge to all other customers.

Vendor may not have a SNAP disqualification period or civil money penalty imposed within the 12 months preceding the date of Application.

- Permanent disqualification from the SNAP Program makes the applicant Vendor ineligible for WIC Program authorization.

Vendor must not have had a WIC Program suspension imposed or a WIC Application denied within the month preceding the date of Application.

The current owner(s), officers or managers must not have had a criminal conviction or civil judgment against them in the last six (6) years.

Vendor establishment must maintain business hours of at least 8 hours a day, 6 days a week to allow adequate participant access.

Vendor must maintain sanitary conditions to assure food product quality and refrigeration of a maximum of 40 degrees.

Vendor will agree to serve all WIC participants equally regardless of race, color, national origin, age, sex, or disability.

Vendor will accept training pertaining to all WIC Program regulations prior to signing an Agreement and will agree to provide training to all employees who will handle any WIC transactions prior to accepting any WIC Checks.

Vendor agrees to adhere to all provisions of the WIC Vendor Agreement and the Vendor Management and Cashier Training Handbook.

Vendor agrees to obtain infant formula only from sources included on the State of South Dakota WIC Program list of approved wholesalers, distributors, and Vendors.

**Application
Instructions**

The Application is on the next 3 pages. If you wish to apply for authorization in the SD WIC Program you must complete the Application in its entirety.

To complete the Application process:

Read the South Dakota WIC Program Vendor Management Handbook and the Cashier Training Booklet to determine your store's ability to comply with the WIC Program regulations (this entire booklet).

Review the Approved Food Guide, in the front of the booklet, to identify the authorized WIC foods and determine your store's ability to stock them. Minimum stocking requirements are found on pages 18-23.

Review the Vendor Selection Criteria, pages 5-6 to identify if all requirements can be met by your store.

Complete the Application Form and the WIC Foods Price List. All areas must be completed to process the Application. Complete the Price List by entering the current regular price for the item in the appropriate sections. If you DO NOT carry the item, DO NOT enter a price.

Mail your completed Application Form and Price List to:

Renee Osterkamp-Vendor Coordinator
SD WIC Program-Hayes Building
600 East Capitol Avenue
Pierre, SD 57501

Application may be faxed to the same at
1-866-579-8246

**Frequently
Used WIC
Terms**

The WIC Program uses the following terms throughout the handbook. You will find it helpful to be familiar with them as you learn about the WIC Program.

Cash Value Voucher – a fixed dollar document used by a participant to purchase authorized fruits and vegetables. Cash Value Vouchers will be referred to as WIC Checks throughout this document.

WIC Check – the document used by a participant to obtain supplemental foods.

Participant – pregnant women, breastfeeding women, postpartum women, infants and children, who are receiving supplemental foods through the WIC Program.

Vendor – any SD WIC authorized Vendor that may redeem WIC Checks issued by the WIC Program.

Authorized Supplemental Foods – USDA-FNS allowed foods containing nutrients determined by nutritional research to be lacking in the diets of pregnant, breastfeeding, and postpartum women, infants and children and foods that promote the health of the population served by the WIC Program. Foods are allowed based on relevant nutrition science, public health concerns and cultural eating patterns.

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SOUTH DAKOTA WIC RETAILER APPLICATION FORM

INSTRUCTIONS: The owner(s) of a store must complete all of the following information and sign as to the authenticity of this document. Failure to provide information as requested will be grounds for refusal to accept the application for authorization.

APPLICATION DATE: _____/_____/_____ WIC ID # _____

SECTION A - STORE IDENTIFICATION/OWNERSHIP

1. Store Name _____
2. Store Type (circle one) Grocer Grocer with Pharmacy
3. Street Address _____
4. County _____ City & Zip _____
5. Mailing Address (if different from Street Address) _____

6. Telephone _____
7. Manager's Name _____
8. Applicant Store or Manager's E-mail Address _____
9. List Current Owner (s):

10. Is the applicant store owned partially or fully by an employee of a local WIC agency or the State WIC Office () Yes () No
11. Does the owner own, co-own or manage other stores? () Yes () No
 A. If yes, are they authorized WIC Retailers? () Yes () No
 B. If yes, list WIC ID Number (s): _____
12. Has the current owner(s), officer(s) or manager(s) ever been convicted of or had a civil judgment for 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? () Yes () No
 - If YES, attach an explanation identifying the person, date and nature of violation.

13. Including this store, has the current owner(s), officer(s) or manager(s) ever owned or managed a business that violated the SNAP Program, received a warning letter or was withdrawn, disqualified or assessed a Civil Money Penalty? () Yes () No

- If YES, attach an explanation identifying the person, date and nature of violation

14. What date did (or will) the store open for business under the applying owners?

Mo Day Year ____/____/____

15. What date will the store have the required minimum inventory of approved WIC food items in stock? Mo Day Year ____/____/____

16. Is the store expected to receive more than 50% of its annual food revenue from the sale of WIC Approved foods? () Yes () No

17. Required sales, register and scanner information:

- a. Actual or expected annual **gross** sale \$ _____
- b. Actual or expected annual **food** revenue \$ _____
- c. % from SNAP Program % _____
- d. % from WIC % _____
- e. Number of cash registers # _____
- f. Number of scanners # _____
- g. Will the scanner detect WIC eligible foods? () Yes () No
- h. Type of cash register system _____

18. What percent of the total annual food revenue does this store anticipate receiving from the following food groups?

The total percentage must equal 100%

- a. Meat, Poultry and/or Seafood _____
- b. Bread Products _____
- c. Fruits and/or Vegetables _____
- d. Dairy (milk, cheese) Eggs and/or Cereal _____
- e. Other food(s) not counted in A-D Specify _____

SECTION B - STORE CLASSIFICATION

1. The following items are required by WIC. Check those currently in stock:

- | | |
|--------------------------------|---------------------------------------|
| _____ Infant Formula | _____ Frozen Juice |
| _____ Infant Cereal | _____ Canned/Plastic 100% Juice |
| _____ Infant Baby Foods | _____ Eggs |
| _____ Dried Beans/Peas | _____ Milk and Cheese |
| _____ Cold Cereal | _____ Canned Tuna |
| _____ Hot Cereal | _____ Canned Salmon |
| _____ Fresh Fruits/Vegetables | _____ Canned Sardines |
| _____ Frozen Fruits/Vegetables | _____ Soy Beverage |
| _____ Canned Fruits/Vegetables | _____ Whole Wheat Bread/Buns |
| _____ Brown Rice | _____ Tortillas (Corn or Whole Wheat) |

SECTION G - CERTIFICATION AND SIGNATURE OF OWNER

1. I understand that I apply for authorization for this store to participate in the WIC Program, and that I have authority to enter into contracts for _____ (store name).
2. I have reviewed and understand the WIC program policies/procedures and the penalties for violating the regulations as outlined in the Retailer Management Handbook.
3. I understand that I may not accept WIC checks until I receive written notification from the WIC Program that I am approved for authorization as a WIC Retailer.
4. I accept responsibility on behalf of the store for WIC regulation violations committed by the store's employees, including new and part time, paid or unpaid.
5. I know the store's authorization can be revoked or terminated by the WIC Program for any violations of the WIC Program regulations by me or by any of the people working in the store.
6. I pledge, if the store is authorized as a South Dakota WIC retailer, that the store will comply with WIC regulations.
7. I hereby certify that the information presented in this application is true and factual to the best of my knowledge, and belief. I understand that misrepresentation of the information contained herein will result in rejection of this application and/or immediate revocation of the store's WIC vendor authorizations.
8. I hereby acknowledge I understand that if it is determined after an agreement has been signed that information contained herein was misrepresented, that my agreement will be terminated for cause.

The South Dakota WIC Program is not obligated to contract with any vendor. Each applicant has the right to appeal the decision if the application is denied. Expiration of an agreement is not subject to appeal.

The Program reserves the right to limit the number of retailers per WIC clinic service area based on the needs of the participants and the State Agency's resources to train and monitor the retailers.

Signed

Date

Print Name

Title

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Approval Process

Application Approval

A Vendor who has been approved for authorization will enter into an Agreement with the South Dakota Department of Health to participate as an authorized WIC Vendor in the Special Supplemental Nutrition Program for Women, Infants and Children.

After the Vendor Agreement has been reviewed by the store owner or manager and said person agrees to the terms, the Agreement will be signed by the owner or designee of the store and the WIC Program. Any change in ownership or sale of the business during the effective period of the Agreement will render the Agreement null and void. The WIC Program's State Office must be informed immediately of a change in store management, ownership, relocation, or the closing of operations.

WIC Authorization and ID

The WIC Program assigns each Vendor a unique four digit identification number and a set of 2 rubber stamps with that ID number. WIC ID stamps are provided to the Vendor at no cost. No Vendor should use a WIC ID stamp not issued by the WIC Program unless prior approval is given. Each WIC Check must have the WIC ID stamp marked in the appropriate box before presenting to the bank.

Length of Agreement

The Vendor Agreement will expire at least every three years. Vendors wishing to continue authorization as a WIC Vendor must complete the Application process prior to the expiration of the Agreement. Expiration of the Vendor Agreement is not subject to appeal.

Vendor Training

Training

Vendors play a vital role in the correct operation of the food delivery system. Vendors shall complete training that includes WIC Program policies and procedures at the on-site review prior to becoming an authorized Vendor and shall be responsible for training all store associates who will be handling WIC Checks. The manager and person responsible for training store associates must allow time at this visit for training; the Agreement will not be signed until training is completed. Vendors are responsible for all actions of their store owners, officers, managers, agents, and employees in conducting WIC transactions.

A representative of the WIC Program must train store associates who will be handling WIC Checks or train those who have been designated as store trainers.

Training Materials

Vendor training materials are in the back of this handbook and are available from the WIC Program. Vendor employees must read this booklet and understand the contents prior to handling WIC Checks. Vendor Training DVD's are available from the WIC Program. Employees should view this as part of their orientation. At least one representative of the Vendor must participate in training provided by the WIC Program annually. Store managers or the person determined to train store associates must attend a face-to-face WIC training session provided by the WIC Program once every three years.

Program Compliance

Authorizing Permission for Compliance By signing the Vendor Agreement, you are authorizing the WIC Program or a contract agency to test your employees' level of understanding of WIC Program regulations by conducting Educational or Compliance Buys. These procedures are discussed in the section, "State Agency Responsibilities."

SD Vendor Price List A South Dakota Vendor Price List must be completed with the initial Application and when requested by the WIC Program. Requests for the Price List may be quarterly. Information obtained from the Price List is used by the WIC Program to estimate food cost obligations and to screen redeemed WIC Checks. The Price List is mailed to you and must be returned within the time frame stated with the accompanying Vendor Note. Failure to return the required Price List could result in suspension or sanctioning from the WIC Program.

A current list of the approved foods (Approved Food Guide) and the Price List are located in the front of this booklet.

Minimum Stocking Requirements of the SD WIC Program The Vendor agrees to stock varieties and minimum quantities of WIC approved foods as specified in the Minimum Stocking Requirements located on pages 18-23. Failure to meet these stocking requirements during this Agreement period may cause this Agreement to be terminated or sanctions to be applied to Vendor by WIC Program. The State Office will determine store size placement during the Application process.

MINIMUM STOCKING REQUIREMENTS – SMALL STORES

Infant Formula and Foods

Infant Formula

- 9 (12.5) ounce cans of the standard contract powdered infant formulas, either soy or milk based; or
- 24 (13) ounce cans of the standard contract liquid formulas, either soy or milk based
 - The Vendor agrees to stock other brands of formula on an as-needed basis. Infant formula must be purchased only from a wholesaler, distributor, or Vendor on the WIC Program's approved list

Infant Food

- 3 (8 and/or 16) ounce boxes of at least 2 varieties of approved infant cereal
- 72 (4) ounce jars of infant fruits and vegetables, at least two varieties of each
- 72 (3.5) ounce plastic containers of infant fruits and vegetables, at least two varieties of each
- 36 (2.5) ounce jars of infant meats, at least two varieties
 - An exception can be granted for Vendors who do not have any infants on the WIC Program that utilize their store; Vendors must contact the State WIC Office to be granted an exception
 - The Vendor must be able to supply the infant formula, cereal, and infant foods within 24-48 hours; If the Vendor is unable to supply these items within 24-48 hours, the Vendor must contact the State WIC Office to determine if an exception can be made to extend the 24-48 hour time frame to within five (5) days

Dairy

Milk

- 12 gallons of fluid milk may include quart, half-gallon, and gallon sizes; Must include whole, 1%, 2%, and skim
 - Vendor must be able to supply the following: evaporated, dry, lactose-reduced, and acidophilus and goat's milk as requested by WIC Program or WIC participant
 - Vendor must be able to supply approved soy beverage as requested by WIC Program or WIC participant
 - Requested specialty milks must be available within 72 hours

Cheese

- 4 pounds, in combination of 8 ounce or 1 pound packages of 2 varieties of the following approved cheeses: American, Cheddar, Colby, Colby Jack, Monterey Jack, part skim Mozzarella
 - Must be random weight, pre-packaged, pre-labeled and pre-priced
 - Must be in block or round
 - WIC Program also allows Kraft Deluxe American Cheese in the box

Eggs

- 4 dozen medium or large graded fresh eggs

Breakfast Cereal

Hot and Cold Cereal

- 2 boxes or bags of at least 4 different varieties of authorized cold cereals
 - At least one must meet the whole grain criteria
- 2 boxes at least 1 authorized hot cereal
 - At least one must meet the whole grain criteria

Fruit and Vegetable Juice

Fruit Juice

- 6 (64) ounce 100% authorized fruit juice, minimum 2 flavors
- 12 (12) ounce cans of frozen 100% fruit juice, minimum 2 flavors
 - Vendor also agrees to stock 8 to 16 ounce single serving approved juices as requested by the WIC Program or WIC participant

Vegetable Juice

- 4 (64) ounce containers of tomato or 100% vegetable juice

Mature Legumes

Dried Peas/Beans

- 4 (1) pound bags of dried peas and/or beans, at least two varieties

Canned Peas/Beans

- 8 (16) ounce canned peas/beans, at least two varieties

Peanut Butter

- 4 (18) ounce or less containers 100% peanut butter

Fish**Canned Fish**

- At least two varieties of the following:
- 4 (5-6.5) ounce cans of light tuna in water or oil pack
- 4 (3.75) ounce cans of sardines
- 6 (5) ounce cans pink salmon or 4 (14.75) ounce cans pink salmon

**Whole
Grains****Whole Grains – Breads, Rice, Tortillas**

- 4 (16) ounce or smaller loaves of authorized whole wheat or whole grain breads
- 4 (8) ounce or 2 (16) ounce packages of brown rice
 - May be instant, regular or quick cooking
- As requested by WIC Program or WIC participant, Vendor agrees to stock corn or whole wheat tortillas in 8 or 16 ounce packages

**Fruits and
Vegetables****Fresh and Frozen Fruits**

- 2 pounds each of fresh or frozen of 4 varieties, such as but not limited to apples, bananas, grapes, grapefruit, melons, oranges, peaches, pears, pineapple, strawberries, raspberries
- 4 cans of at least 2 varieties of canned fruits with no added sugar

Fresh and Frozen Vegetables

- 2 pounds each of fresh or frozen of 4 varieties, such as but not limited to bell peppers, broccoli, cabbage, carrots, cauliflower, celery, corn, cucumbers, green beans, lettuce, onions, squash, tomatoes, spinach, sweet potatoes, yams
- 4 cans of at least 2 varieties of canned vegetables with no added sugar

MINIMUM STOCKING REQUIREMENTS – LARGE STORES

Infant Formula and Foods

Infant Formula

- 18 (12.5) ounce cans of the standard contract powdered infant formulas, either soy or milk based; or
- 48 (13) ounce cans of the standard contract liquid formulas, either soy or milk based
 - The Vendor agrees to stock other brands of formula on an as-needed basis. Infant formula must be purchased only from a wholesaler, distributor, or Vendor on the WIC Program's approved list

Infant Food

- 6 (8 and/or 16) ounce boxes of at least 2 varieties of approved infant cereal
- 144 (4) ounce jars of infant fruits and vegetables, at least two varieties of each
- 144 (3.5) ounce plastic containers of infant fruits and vegetables, at least two varieties of each
- 72 (2.5) ounce jars of infant meats, at least two varieties
 - An exception can be granted for Vendors who do not have any infants on the WIC Program that utilize their store; Vendors must contact the State WIC Office to be granted an exception
 - The Vendor must be able to supply the infant formula, cereal, and infant foods within 24-48 hours; If the Vendor is unable to supply these items within 24-48 hours, the Vendor must contact the State WIC Office to determine if an exception can be made to extend the 24-48 hour time frame to within five (5) days

Dairy

Milk

- 24 gallons of fluid milk may include quart, half-gallon, and gallon sizes; Must include whole, 1%, 2%, and skim
 - Vendor must be able to supply the following: evaporated, dry, lactose-reduced, and acidophilus and goat's milk as requested by WIC Program or WIC participant
 - Vendor must be able to supply approved soy beverage as requested by WIC Program or WIC participant
 - Requested specialty milks must be available within 72 hours

Cheese

- 8 pounds, in combination of 8 ounce or 1 pound packages of 2 varieties of the following approved cheeses: American, Cheddar, Colby, Colby Jack, Monterey Jack, part skim Mozzarella
 - Must be random weight, pre-packaged, pre-labeled and pre-priced
 - Must be in block or round
 - WIC Program also allows Kraft Deluxe American Cheese in the box

Eggs

- 8 dozen medium or large graded fresh eggs

Breakfast Cereal

Breakfast Cereal – Cold and Hot

- 4 boxes or bags of at least 4 different varieties of authorized cold cereals
 - At least one must meet the whole grain criteria
- 4 boxes of at least 1 authorized hot cereals
 - At least one must meet the whole grain criteria

Fruit and Vegetable Juice

Fruit Juice

- 12 (64) ounce 100% authorized fruit juice, minimum 2 flavors
- 24 (12) ounce cans of frozen 100% fruit juice, minimum 2 flavors
 - Vendor also agrees to stock 8 to 16 ounce single serving approved juices as requested by the WIC Program or WIC participant

Vegetable Juice

- 8 (64) ounce containers of tomato or 100% vegetable juice

**Mature
Legumes**

Dried Peas/Beans

- 8 (1) pound bags of dried peas and/or beans, at least two varieties

Canned Peas/Beans

- 16 (16) ounce canned peas/beans, at least two varieties

Peanut Butter

- 8 (18) ounce or less containers 100% peanut butter

Fish

Canned Fish

- At least two varieties of the following:
- 8 (5-6.5) ounce cans of light tuna in water or oil pack
- 8 (3.75) ounce cans of sardines
- 12 (5) ounce cans pink salmon **or** 4 (14.75) ounce cans pink salmon

**Whole
Grains**

Whole Grains – Breads, Rice, Tortillas

- 8 (16) ounce or smaller loaves of authorized whole wheat or whole grain breads
- 8 (8) ounce or 2 (16) ounce packages of brown rice
 - May be instant, regular or quick cooking
- As requested by WIC Program or WIC participant, Vendor agrees to stock corn or whole wheat tortillas in 8 or 16 ounce packages

**Fruits and
Vegetables**

Fresh and Frozen Fruits

- 4 pounds each of fresh or frozen of 4 varieties, such as but not limited to apples, bananas, grapes, grapefruit, melons, oranges, peaches, pears, pineapple, strawberries, raspberries
- 8 cans of at least 2 varieties of canned fruits with no added sugar

Fresh and Frozen Vegetables

- 4 pounds each of fresh or frozen of 4 varieties, such as but not limited to bell peppers, broccoli, cabbage, carrots, cauliflower, celery, corn, cucumbers, green beans, lettuce, onions, squash, tomatoes, spinach, sweet potatoes, yams
- 8 cans of at least 2 varieties of canned vegetables with no added sugar

WIC Transactions

Overview When handling WIC Checks, Vendors must follow federal and state regulations. These regulations are outlined in the following sections. Each time a Vendor accepts a WIC Check, the Vendor certifies that the WIC Program regulations were followed in that transaction. Any Vendor that accepts WIC Checks in accordance with the WIC Program regulations is guaranteed payment. Failure to adhere to these regulations could result in non-payment of WIC Checks or in a Vendor's suspension from participation in the WIC Program.

The Vendor's cooperation is essential to the WIC Program. It is the Vendor's responsibility to ensure that this information is clearly understood by all store employees involved in WIC transactions. Training materials are located in the back portion of this document.

Redemption in South Dakota Only Any current issued South Dakota WIC Check may be redeemed at any South Dakota authorized WIC Vendor.

WIC Participant Education at the Local Clinic Before receiving his/her WIC Checks, each WIC participant receives detailed instructions on how to redeem them in the Vendor setting. In addition, WIC participants are advised to inform cashiers at the checkout counter that they are using WIC Checks and to separate the foods by each WIC Check. It may be necessary for store associates to assist some participants in redeeming their WIC Checks correctly.

Identification When purchasing foods or formula with WIC Checks a participant must present his/her WIC Identification (commonly known as the "WIC ID Pouch"). This pouch is required for identification purposes before WIC Checks can be accepted. The pouch contains the participant, payee, and alternate signatures and should be used to compare the signature on the WIC Checks at the time of redemption.

Note: No other identification may be required of a WIC participant.

Regulations for WIC Transactions

What Can Be Purchased	<p>Only the food items and quantities printed on WIC Checks may be purchased. Where brand names are specified, only those brands can be purchased. A participant cannot buy more than the total quantity of food that appears on each WIC Check, but they may purchase less. (WIC participants are permitted to use Vendor and manufacturer coupons and buy-one-get-one promotions to purchase WIC foods). Vendors are allowed to use incentive items that are:</p> <ul style="list-style-type: none">• Merchandise obtained at no cost to the Vendor and provided to participants without charge,• Food of nominal value and merchandise of nominal value,• Food sales or specials which involve no cost or only a nominal value for the Vendor regarding the food items involved, and• Do not result in a charge to the WIC Program for foods in excess of those listed on the WIC Check.• Not solely offered to WIC customers <p>The credit due from any promotion is to be deducted from the WIC purchase.</p>
Nominal Value	<p>Nominal value is defined as value less than \$2.00 of the Vendor price of the product being purchased with a WIC Check(s).</p>
Not Allowed Substitutions	<p>Vendors shall not allow substitutions, cash, credit, refunds, or exchanges. Rain checks cannot be written for WIC foods not available at the time the WIC check is redeemed.</p>
First and Last Date to Spend	<p>WIC Checks must be transacted by participants after 12:01 am on the “First Date to Spend” (issue date) and no later than 12:00 pm (midnight) of the “Last Date to Spend.” (expiration date) These dates are printed on each WIC Check. Allowing purchases outside the indicated dates may result in non-payment.</p>

Completing WIC Transactions

Steps to a Successful WIC Transaction

To ensure payment of WIC Checks follow the steps in the table below when completing a WIC transaction.

Step	Action
1	Check that the WIC participant has the WIC Identification Pouch.
2	The first and last date to spend appears printed on the WIC Check. Transaction must take place within the dates on the WIC Check.
3	Allow the purchase of only those foods and specified amounts of foods as stated on the WIC Check.
4	Total the foods for each WIC Check separately. Each WIC Check must be a separate transaction.
5	The participant must enter the date of use and amount of the transaction, unless participant requests the cashier do so.
6 Note:	Have the participant sign the WIC Check. The participant signs only <u>after</u> the date and amount are entered to verify that they are correct.
7 Note:	Verify that the signature on the WIC Check matches one of the signatures on the WIC Identification Pouch. Never accept “pre-signed” WIC Checks. The Vendor is not to accept the WIC Check if none of the signatures on the pouch match the one on the WIC Check.
8	Make sure register receipt indicates that a WIC transaction took place.

Vendor Identification of Redeemed WIC Checks

The Vendor is responsible for stamping its WIC Vendor ID Number in the “SD WIC Vendor” box on the face of each WIC Check (The WIC Program supplies Vendor ID stamps. The Vendor may not create a WIC ID stamp without authorization). This stamp must be applied either at the time of the transaction or in the cash office prior to depositing the WIC Checks at the bank. The Vendor ID Number must be legible for WIC Checks to be honored by the bank. The Vendor is responsible for properly maintaining the stamp issued by the WIC Program. Please call State WIC Office to request replacement stamps at 605-773-4782 or 605-773-6206.

No Cash, Credit, Refund, or Exchanges for WIC Checks	A Vendor shall not allow cash to be used in conjunction with a WIC Check transaction. A WIC Check is good only for the actual cost of the authorized foods; change or credit may not be given to the participant following redemption of a WIC Check.
Cash payment for Cash Value Vouchers	<p>If a participant selects more fresh fruits and/or vegetables than the dollar amount on a Cash Value Voucher, they are allowed to pay the difference; this is to allow for the Vendor not to have spoilage.</p> <p>Foods purchased with WIC Checks cannot to be returned for cash or credit. Print WIC on all WIC receipts to avoid any confusion. WIC Checks can ever be exchanged for cash.</p>
Payment of WIC Checks	<p>Vendors must submit WIC Checks for payment <u>within 45 days of the First Date to Spend</u>. A Vendor will receive payment only if the WIC Check is properly completed in accordance with WIC Program regulations. A WIC Check will not be honored by the state's bank if it:</p> <ul style="list-style-type: none"> • Exceeds the maximum amount allowed, by peer group • Is not stamped with an authorized Vendor stamp, or the stamp is illegible • Is missing the participant signature • Is invalid (redemption date is prior to the first date to spend) • Is expired (redemption date is past the last date to spend) • Has been altered in any way, without correct authorization • Is issued by any WIC agency other than the State of South Dakota
Price Adjustment	<p>The South Dakota WIC Program's contract bank reviews all redeemed WIC Checks to ensure that prices charged to WIC participants do not exceed the maximum allowed. If a WIC Check exceeds its statewide peer group value by a certain percentage, the WIC Check is returned to the Vendor. The Vendor is expected to change the amount of the WIC Check to an allowable amount, and receive authorization for redeposit from the WIC Program (contact the State WIC Office).</p> <p>If a WIC Check has been rejected by the state's bank, call the State WIC Office so they may issue an authorization for redeposit at 605-773-3361.</p>
Non-Discrimination	Authorized Vendors may not refuse to accept a properly presented WIC Check from any SD WIC participant. The Vendor must comply with the nondiscrimination provisions of Departmental regulations 7 CFR parts 15, 15a and 15b.
WIC Program Violations	The WIC Program will notify Vendors in writing of violations of Program regulations. A description of violations and corresponding Application of sanctions that may be issued are found in the Vendor Agreement, Section II F 1-5.

WIC Program and Local WIC Clinic Responsibilities

Local WIC Agency Responsibilities	<p>The local WIC agency is responsible for each of the following:</p> <ul style="list-style-type: none">• Issuing correct WIC Checks to each participant• Instructing WIC Program participants on the proper use of WIC Checks• Contacting participants if needed to resolve issues between Vendors and participants
WIC Program Responsibilities	<p>The WIC Program is responsible for each of the following:</p> <ul style="list-style-type: none">• Training all staff at the local clinics in use of WIC Checks• Training all authorized Vendors• Follow-up on all questions and complaints from Vendors• Follow-up on all questions and complaints from participants• Communicating changes in WIC Program policies and procedures to Vendors• Monitoring Vendors
Vendor Monitoring	<p>The WIC Program determines when Vendors will be monitored. The WIC Program or a designated contract agency staff will conduct on-site monitoring visits at each authorized Vendor. Monitoring visits may include any or all of the following:</p> <ul style="list-style-type: none">• Educational buys• Compliance buys• Compliance investigations• Review inventory levels prior to renewing Vendor Agreements• Receipt audits
Educational Buys (Monitor visit)	<p>If during an educational buy; non-compliance with WIC Program regulations are discovered, the store owner/manager must comply with the appropriate corrective action plan to prevent future non-compliance. WIC Program staff will make return visits to any Vendor that fails a monitoring visit. If applicable, the WIC Program shall apply sanctions after a second violation, in accordance with the schedule of WIC Program violations found in the Vendor Agreement, Section II F 1-5.</p>

**Compliance
Investigation**

Compliance investigations will be conducted annually on a percentage of Vendors as mandated in federal regulations. A compliance investigation includes a sufficient number of compliance buys to provide evidence of WIC Program noncompliance, two compliance buys in which no WIC Program violations are found, or when an inventory audit has been completed. A compliance buy means a covert, on-site investigation in which a representative of the WIC Program poses as a participant, parent, caretaker, or proxy, transacts one or more WIC Checks and does not reveal during the visit that he or she is a WIC representative. The WIC Program or private entity under contract with the Department may perform compliance buys. If applicable, the WIC Program shall apply sanctions after a second violation, in accordance with the schedule of WIC Program violations found in the Vendor Agreement, Section II F 1-5. The State WIC Program must notify a Vendor in writing when an investigation reveals an initial incidence of a violation for which a pattern of incidences must be established to impose a sanction unless the State determines that notifying a Vendor would compromise an investigation.

Sanctions for WIC Program Violations

Overview	<p>Six types of penalties may be applied to Vendors for violations of WIC Program regulations. These penalties are:</p> <ul style="list-style-type: none">• Nonpayment of WIC Checks• Issuance of sanction points• Probation• Temporary disqualifications (6 months, 1 year, 3 years, 6 years)• Permanent disqualification• Civil money penalties <p>Vendors who are disqualified from participation in, or have a civil monetary penalty imposed by the SNAP Program shall be automatically suspended from the WIC Program.</p>
Nonpayment of WIC Checks	<p>As a result of prepayment edits conducted by the contract bank, improperly completed WIC Checks are refused payment and returned to the Vendor. WIC Checks are pre-edited for:</p> <ul style="list-style-type: none">• Missing authorized Vendor stamp, illegible Vendor stamp, and invalid Vendor stamp• Missing signature, invalid redemption date, missing or illegible redemption date• Price exceeding the maximum value allowed for a specific WIC Check• Altered check• Checks redeemed 45 days after the First Date to Spend
Issuance of Violation Points	<p>Administrative and procedural violations of the WIC Vendor Agreement are an indication of a Vendor's inattention to or disregard of the requirements of the WIC Vendor Agreement. It is in the WIC Program's interest to record these violations and take them into account when considering whether to continue its contractual relationship with the Vendor. Any Vendor who has been assessed more than 50 violation points during a contract period may not be offered a new contract. A list of violations and the resulting sanction points are found in the Vendor Agreement , Section II F 1-5.</p>
Notice of Violation	<p>Vendors will be notified of WIC Program violations in writing to allow the Vendor to come into WIC Program compliance. No sanction points will be applied for a single violation but sanctions may be applied if the Vendor has not come into compliance with the WIC Program regulations after further investigations have taken place. If the WIC Program determines that notifying the Vendor would compromise an investigation written notification does not have to take place.</p>

Fines

The State WIC Office has the right to modify payment or to assess a claim for WIC Checks transacted for unauthorized foods, other items, or with sales tax charged.

The Vendor shall receive a written warning for the first month where they have twenty (20) or more WIC Checks returned. The State WIC Office will assess the Vendor a fine of fifty (50) dollars for the first month in which returned WIC Checks exceed twenty (20) after a warning has been given.

For the second month after the warning in which returned WIC Checks exceed twenty (20), the State WIC Office will assess a fine of seventy-five (75) dollars and the Vendor will be required to attend mandatory training.

For the third and any subsequent occurrences during the Agreement period, the State WIC Office will assess a one hundred (100) dollar fine and make a claim for recoupment of the total amount of all checks returned for that month.

The reasons that checks are returned could include one or more of the following:

- 01 Missing Signature
- 02 Illegible Vendor Stamp
- 03 Invalid Vendor
- 04 Missing Vendor Stamp
- 05 Altered Check
- 06 Invalid Redemption Date
- 07 Missing Redemption Date
- 08 Unreadable Redemption Date
- 09 Check Exceeds Maximum Amount
- 10 Inactive Vendor
- 11 Checks redeemed 45 days after the First Date to Spend

WIC Program Disqualification

Probation A three (3) month period of time allotted to vendors in lieu of disqualification.

The WIC Program has the option to initiate a probationary period in lieu of disqualification when program noncompliance has been determined. The vendor will work with the WIC Program to come into compliance during the probationary period or disqualification will occur. If the Vendor is unable to resolve the noncompliance issues within the 3 month period, the Vendor will be disqualified according to regulations established.

Six Month Disqualification With an administrative finding of the following violations, the Vendor will be disqualified for six months:

State Agency Mandated

1. Accumulation of 50 or more administrative and procedural violation points during any Agreement period. See Vendor Agreement Section II F 1-5 for violations and corresponding sanction points.

One-year Disqualification With an administrative finding of the following violations, the Vendor will be disqualified for one year:

State Agency Mandated

1. Accumulation of 51 or more sanction points during any Agreement period.
2. Failure to provide access to store premises or in any manner to hinder, impede or misinform authorized WIC Program personnel in the act of conducting an on-site education, monitoring or investigation visit.
3. Submitting WIC Checks redeemed by another authorized Vendor for payment.
4. Threatening or verbally abusing WIC participants or authorized WIC Program personnel in the conduct of legitimate WIC Program transactions.
5. Submission for payment of WIC Checks known by the Vendor to have been lost or stolen.
6. Participating with other individuals including but not limited to WIC employees, Vendors, and participants, in systematic efforts to submit false claims for reimbursement of improper WIC Checks.

Federally Mandated

7. Vendor found exhibiting a pattern of allowing purchases of non-approved items for purchase in exchange for WIC Checks, including charging for supplemental foods in excess of those listed on the WIC Checks.

Three-year Disqualification

With an administrative finding of the following violations, the Vendor will be disqualified for three years:

Federally Mandated

1. A pattern of charging WIC participants more than non-WIC customers or charging WIC participants more than the current shelf price.
2. A pattern of charging for items not received by the WIC participant.
3. A pattern of providing credit or nonfood items, except for alcohol, alcoholic beverages, or tobacco products, in exchange for WIC Checks.
4. One incidence of allowing the purchase of alcohol, alcoholic beverages, or tobacco products with WIC Checks.
5. A pattern of receiving, transacting, or redeeming WIC Checks outside authorized channels, including through unauthorized Vendors or persons.
6. A pattern of claiming reimbursement for the sale of a quantity of a specific food item which exceeds the store's documented inventory of that food item for a specified period of time.

Six-year Disqualification

With an administrative finding of the following violations, the Vendor will be disqualified for six years:

Federally Mandated

1. One incidence of buying or selling WIC Checks for cash (trafficking).
2. One incidence of selling firearms, ammunition, explosives, or controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)), in exchange for WIC Check.

Items Resulting in Extended Disqualification Period

The following items do not have a point value, but shall result in or extend a disqualification period:

1. A 30-day extension of a disqualification period will result from failure to return WIC Vendor stamp(s) to the WIC Program within 10 days of effective date of disqualification, or expiration of Agreement following denial of subsequent Application.
2. For each month in which a Vendor accepts WIC Checks during a disqualification period, the disqualification period shall be extended by 30 days.

Permanent Disqualification

Federally Mandated

The WIC Program shall permanently disqualify a Vendor convicted in a criminal court of law for trafficking of WIC Checks; for selling firearms, ammunition, explosives, or controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)) in exchange for WIC Checks. A Vendor shall not be entitled to receive any compensation for revenues lost as a result of such violation. A Vendor who is disqualified from participation in, or have a civil monetary penalty imposed by the SNAP Program shall be automatically suspended from the WIC Program.

Automatic Disqualification

State and Federal regulations provide for mandatory sanctions up to and including disqualification. Disqualification from the WIC Program may result in a Vendor disqualification from the SNAP Program. Such disqualification is not subject to administrative or judicial review under the SNAP Program.

A Vendor may be disqualified if during the WIC Agreement period, the Vendor is disqualified from the SNAP Program. However if the WIC Program determines that the Vendor is needed to ensure participant access, the WIC Program must impose a Civil Money Penalty in lieu of disqualification as stated in 7 CFR 246.12(l)(1)(ix).

Conflict of Interest

Vendor Agreements will be terminated if the WIC Program identifies a conflict of interest between the Vendor and the WIC Program or with the local WIC clinics. Vendors must inform all store associates that they are prohibited from using their position to influence a WIC participant’s selection of a WIC Vendor. Vendors must establish safeguards to prevent employees from using their positions for the purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with who they have a close personal relationship, business or other ties.

Notice of Disqualification

A minimum of 30 days’ notice is provided prior to all disqualifications. When the WIC Program determines that an offense has occurred, a disqualification letter with supporting documentation is sent to the Vendor. The disqualification letter identifies the specific offense that the Vendor is charged with and the procedures for filing an appeal. Voluntary withdrawal from the WIC Program to avoid a sanction is not allowed.

The WIC Program is responsible for issuing all violation and disqualification letters. Local WIC clinics are informed of all Vendor correspondence regarding violations. In situations where participant violations are also involved, the local WIC clinic along with the State WIC Program is responsible for follow-up.

Civil and Criminal Prosecution

A Vendor who commits fraud or abuse of the WIC Program is liable to prosecution under applicable Federal, State or local laws. Those who have willfully misapplied, stolen or fraudulently obtained WIC Program funds will be subject to a fine of not more than \$25,000 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 a fine of not more than \$1,000.00 or imprisonment for not more than one year or both.

The above sanctions notwithstanding, the State of South Dakota reserves the right to seek civil and criminal prosecution of WIC Vendors for any and all instances of fraud or cases in which there exists evidence of a clear business practice to improperly obtain WIC funds, or other practices meeting the definition of fraud as defined in 7 CFR 246 of the Federal Code.

Civil Money Penalty (CMP)

CMP in lieu of Disqualification The WIC Program shall impose a civil money penalty (CMP) in lieu of disqualification when it determines, in its sole discretion, and documents in accordance with federal regulations, that:

1. Disqualification of the Vendor would result in inadequate participant access; or
2. The Vendor had, at the time of the violation, an effective policy and program in effect to prevent trafficking, and the ownership of the Vendor was not aware of, did not approve of, and was not involved in the conduct of the violation.

Calculating CMP The amount of the CMP shall not exceed \$11,000 for each violation, nor will it exceed \$44,000 for all violations found in a single investigation. A plan for installment payment of CMP can be negotiated between the Vendor and the WIC Program. Failure to pay a CMP will result in disqualification as a WIC Vendor for the length of the disqualification corresponding to the violation for which the CMP was assessed.

Note: The CMP is not an option when a Vendor has had two or more previous sanctions that could have resulted in disqualification.

Maximum CMP When a Vendor has been sanctioned previously for any of the violations that would incur a disqualification or civil money penalty, and receives a second sanction for any of these violations, the sanction for the second offense will be doubled, except that civil money penalties may not exceed \$44,000 for a single investigation. For third and subsequent violations, the sanction will again be doubled, and there is no option for civil money penalty in lieu of disqualification.

Federal Register The Department shall use the civil money penalty formula in accordance with the Federal Register, Volume 64, Number 52, Thursday March 18, 1999, paragraph 246.12(l) (1) (x) to determine the CMP.

Administrative Appeals Procedure

Overview A Vendor shall have a right to appeal when a WIC Application is denied, and for other adverse decisions made by the WIC Program that affect Vendor participation in the WIC Program. However, expiration of a contract, suspension from the WIC Program based on SNAP disqualification, and the Department's determination regarding participant access are not subject to appeal. Vendor sanctions are applied in accordance with a schedule of violations, as provided in the Vendor Agreement, Section II F 1-5.

**Actions
Subject to
Appeal**

The following actions are subject to administrative review according to federal guidelines:

- Denial of authorization based on the Vendor selection criteria for competitive price or for minimum variety and quantity of authorized supplemental foods and/or on a determination that the Vendor is attempting to circumvent a sanction.
- Termination of an Agreement for just cause.
- Disqualification from the WIC Program and imposition of a fine or a CMP in lieu of a disqualification.
- Denial of authorization based on the Vendor selection criteria for business integrity or for a current SNAP disqualification or CMP for hardship.
- Denial of authorization based on WIC Program established Vendor selection criterion if the basis of the denial is a WIC Vendor sanction or a SNAP withdrawal of authorization or disqualification.
- Denial of authorization based on the WIC Program's Vendor limiting criteria.
- Denial of authorization because a Vendor submitted an Application outside the timeframes during which Applications was being accepted and processed as established by the WIC Program.
- Termination of an Agreement because of a change in ownership or location or cessation of operations.
- Disqualification based on a trafficking conviction.
- A CMP imposed in lieu of disqualification based on a SNAP disqualification for hardship.
- Disqualification or a CMP imposed in lieu of disqualification based on a mandatory sanction imposed by another WIC Program.
- Denial of an Application based on a determination of whether an applicant Vendor is currently authorized by the SNAP Program.
- Disqualification based on imposition of SNAP CMP for hardship.
- Application of peer group criteria and above 50% status determination are subject to administrative review, when the Application for this criteria is the basis of the adverse action (denial of authorization or termination of Agreement for cause).

**Actions Not
Subject to
Appeal**

The state WIC Program will not provide an administrative review for the following actions:

- The validity or appropriateness of the WIC Program's Vendor limiting or selection criteria for minimum variety and quantity, business integrity, and current SNAP disqualification or CMP.
- The validity or appropriateness of the WIC Program's Vendor peer group criteria and the criteria used to identify Vendors that are above 50% Vendors or comparable to above 50% Vendors.
- The validity or appropriateness of the WIC Program's participant access criteria and the WIC Program's participant access determination.
- The WIC Program's determination whether a Vendor had an effective policy and program in effect to prevent trafficking and that the ownership of the Vendor was not aware of, did not approve of, and was not involved in the conduct of the violation.
- Denial of authorization if the WIC Program's Vendor authorization is subject to the procurement procedures applicable to the State WIC Office.
- The expiration of a Vendor Agreement.
- Disputes regarding WIC Check payments and Vendor claims other than the opportunity to justify or to make corrections on WIC Checks.
- Disqualification of a Vendor as a result of a disqualification from the SNAP Program.
- The WIC Program's determination whether to notify a Vendor when an investigation reveals an initial violation for which a pattern of violations must be established to impose a sanction.
- The WIC Program's determination to include or exclude an infant formula manufacturer, wholesaler, distributor or Vendor from the approved formula list.

Process for fair Hearing and Appeals

The following table describes the steps in the administrative appeals process. Appealing an action does not relieve a Vendor from the responsibility of continued compliance with the terms of written Agreement with the State WIC Program.

Step	Action
1	Within 15 days from the date of notification of adverse action, the Vendor must make a written request for administrative appeal to the South Dakota Department of Health, Administrator of The Office of Family Health. 600 E Capital Ave; Pierre SD 57501. The request must identify the individual representing the Vendor and the action to be appealed.
2	Within three (3) weeks from the date of receipt of request a hearing will be held. At least ten (10) days advance written notice will be given the Vendor, specifying the time and place of the hearing. Hearings may be conducted by telephone or in person in a location convenient for both parties.
3	The party requesting the hearing is given the opportunity to: <ul style="list-style-type: none"> • Examine the documents and case records that are relevant to support of the decision under appeal • Present its case during the hearing • Confront and cross-examine adverse witnesses, and • Be represented by counsel at the party's own expense
4	A written decision of the administrative hearing shall be issued within 60 days from the date of the request for a hearing, unless the parties agree to a longer period of time.
5	If either party to the appeal is dissatisfied with the hearing decision, they may appeal for a review by the SD Department of Health Secretary. This appeal must be made within 10 days after receipt of the contested decision.

Public Records

All records of the appeals, hearing and the decision are available for public inspection.

Signing the WIC Vendor Agreement

Introduction	A potential Vendor must apply to the WIC Program as either a grocery Vendor or a special purpose Vendor. To receive authorization to accept WIC Checks, a Vendor must have a signed Agreement with the South Dakota WIC Program. A Vendor may begin to accept WIC Checks only after the Vendor and the WIC Program have executed a signed Agreement.
Agreement	The Vendor Agreement will be executed once all signatures are received. A copy will be provided to the Vendor.
Signature Instructions	The Vendor must sign both of the signature pages, and return them to the WIC Program. Once the WIC Program verifies that the Vendor meets all WIC requirements, a copy of the Agreement will be returned to the Vendor and the other will remain on file with the WIC Program records.
Vendor Authorization	Once the Vendor receives a copy of the Agreement and the WIC Program issued Vendor ID stamp, the Vendor is authorized to accept and redeem WIC Checks for the contract period.
Agreement Renewal	Agreements must be renewed every three years. The South Dakota WIC Program does not limit the number of acceptable Vendors who may participate. Vendors must conform to and continue to comply throughout the Agreement period with the provisions from the South Dakota WIC Program.