



Retailer Manual



Missouri Department of Health and Senior Services
WIC and Nutrition Services

Effective Oct. 1, 2022 – Sept. 30, 2025

Welcome to the Missouri WIC Program

Congress established the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) in 1972. WIC was designed to help prevent the occurrence of health problems and to improve the health status of women, infants and children during critical times of growth and development, with no cost to eligible participants.

WIC is administered federally by the United States Department of Agriculture (USDA). In Missouri, the Missouri Department of Health and Senior Services (hereinafter referred to as the Department or DHSS) receives a grant from the USDA to administer the program. Within the Department, WIC and Nutrition Services (hereinafter referred to as the Missouri WIC program) is responsible for program management and operation. The Department contracts with community-based organizations and authorizes retail grocery stores and pharmacies to implement the WIC program at the local level.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- 1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
- 2) Fax: 202-690-7442; or
- 3) Email: program.intake@usda.gov

(September 2023)



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Introduction to WIC

Role of WIC Retailers



Authorized full service grocery stores and pharmacies are an integral part of the success of the Missouri WIC program in improving the nutritional health status of women, infants and children. The retailer's role in the program is to provide participants with only those food items issued on the eWIC card, in the specified brand, quantity, size and type. This serves to provide participants with the specific nutrients they need and to reinforce the nutrition education received. Following WIC's policies and procedures, as outlined in the WIC Retailer Agreement and eWIC Retailer Manual, WIC participants will receive the nutritious food items prescribed and authorized retailers will receive payment for the items redeemed.

All owners, operators and managers of retail grocery stores and pharmacies must understand how the Missouri WIC program operates. Compliance with all policies, procedures and regulations of the Missouri WIC program is the responsibility of each authorized retailer.

Missouri WIC-Approved Retailer Items
Door Decal



EBT Smart Card (eWIC Card)



Original design 2020



Updated design 2022

Shelf Tag



Retailer Authorization



Retailers who wish to accept Missouri WIC benefits must complete an application process, meet the following application selection criteria, and be approved to accept Missouri WIC benefits.

Applicants to become a new authorized WIC retailer will be reviewed between the months of March and May each year. Retailer applicants must complete and submit all of the required application forms to the Missouri WIC program. All information **MUST** be complete. Any incomplete or unsigned documents will

NOT be accepted. Please ensure required signatures are obtained on all forms, and send the completed application and forms by mail to WIC and Nutrition Services, P.O. Box 570, Jefferson City, MO 65102-0570 or by email to MOWICVendorGroup@health.mo.gov.

Applications for retailers located in areas of the state with limited access for participants may be considered for authorization at any time. Limited access areas are determined by the Missouri WIC program.

Application process:

1. Complete the eWIC Retailer and Authorization Application, W-9, Missouri WIC Retailer Price Survey, Direct Deposit Form, and WIC Retailer Communication Form.
2. Submit a sanitation report completed within one (1) year of the submission date.
3. Submit your work history to identify any previous grocery experience.
4. Pass a pre-agreement stocking and selection criteria visit from state agency (SA) staff.
5. Complete the new retailer training.
6. Pass the Level 3 certification by Missouri WIC program staff.
7. Sign the WIC Retailer Agreement and letter of authorization.

The Missouri WIC program has established criteria for the selection of retailer applicants to whom agreements authorizing the transaction and redemption of eWIC cards will be awarded. Every authorized retailer must comply with all retailer selection criteria throughout the agreement period.

The Missouri WIC program may reassess a retailer at any time during the agreement period. The WIC SA will terminate the agreement if the retailer fails to comply with the current retailer selection criteria. The Missouri WIC program reserves the right to make exceptions to the retailer selection criteria to address inadequate participant access.

Selection Criteria:

1. The store has a Point of Sale (POS) system capable of conducting eWIC transactions. **(Refer to page 19 to see what is considered eWIC capable)**
2. Must be a full service grocery store. **(See Appendix A)**
3. Retailers must not currently be disqualified from participating in SNAP.
4. The store must be authorized to accept SNAP.
5. The store is open a minimum of six (6) days per week from 9:00 a.m. to 6:00 p.m. daily. Store hours must be posted.
6. The store has a minimum of 1,000 square feet of space allocated solely for food products, including both WIC and non-WIC food.
7. The store's inventory meets the minimum stocking requirements of WIC-approved food. **(See Appendix A for stocking requirements)**
8. Retailers must purchase infant formula from the State Agency's Approved Formula Wholesaler/Retailers/Manufacturer list.
9. The retailer does not derive more than 50 percent of their store's sales from the sale of WIC food.
10. Business Integrity. The Missouri WIC program will not enter into an agreement with any retailer or applicant if, during the last six (6) years, they have been disqualified from a USDA Food and Nutrition Services (FNS) program or if any of the retailer applicant's current owners, officers, or managers have had a civil judgment entered against them for, or have been convicted of, any activity indicating a lack of business integrity. The Missouri WIC program shall determine which offenses apply.
11. Conflict of Interest. The retailer applicant must be free of any conflict of interest, as defined by applicable state laws, regulations and policies between the store and the Missouri WIC program or its contracted providers.
12. Business Stability. The retailer must be an established business, which is open to the public for at least one (1) year in the current location or under new ownership, or must own and operate at least one (1) currently authorized WIC retailer store that is in good standing in Missouri.
13. Pricing. The pricing peer group shall be used for purposes of determining whether a retailer applicant meets the pricing requirements of the program and whether current retailers are exceeding the average peer group prices for the assigned pricing peer group. **Prices of all WIC-approved food must be posted on the shelves or on the products.**



Requirements to Maintain Authorization

The retailer must have a monthly minimum of \$300 in WIC sales revenue to remain authorized in the Missouri WIC program. Any retailer who fails to maintain this monthly level may be removed from the program and cannot reapply for authorization for a period of one (1) year from the date of the agreement termination. **Note:** Pharmacies are exempt from this requirement.



Any retailer who has no WIC sales activity for a period of 60 days may be removed from the program. Any retailer removed from the WIC program due to WIC sales inactivity cannot reapply for authorization for a period of one (1) year from the date of the agreement termination. **Note:** Pharmacies are exempt from this requirement.



Authorized retailers must obtain their infant formula from an approved source found on the Missouri WIC program formula list. This list is available at <https://health.mo.gov/living/families/wic/pdf/distributorswholesalers.pdf>.

The retailer must have and maintain a positive sanitation history as evaluated using the Missouri WIC program's current food establishment regulations (Missouri Food Code).

The Missouri WIC program reserves the right to make exceptions to (i.e., waive) the retailer selection criteria to address inadequate participant access. However, pricing and minimum WIC-approved food stocking requirements cannot be waived per federal regulations.

Incentive Items

Per federal WIC regulations, authorized WIC retailers must offer WIC customers the same courtesies that are offered to non-WIC customers and vice versa. Authorized WIC retailers may not treat WIC customers differently from non-WIC customers by excluding them from in-store promotions.

Authorized WIC retailers cannot offer incentive items to WIC customers that are not offered to non-WIC customers. Offering incentive items solely to WIC customers is prohibited by federal WIC regulations.

Coupons, Store Specials and Loyalty Card Discounts



WIC customers must be offered the same courtesies as offered to other customers, including but not limited to, in-store promotions, such as:

- ✓ Buy One, Get One Free (BOGO)
- ✓ Buy One, Get One at a Reduced Price
- ✓ Transaction Discount (\$ or % off an entire transaction)
- ✓ Store Loyalty or Rewards Cards
- ✓ "Cents Off" Discount Coupons

If a retailer's registers are automatically programmed to add tax to a coupon, the Missouri WIC program will reimburse for the amount of tax on the coupon ONLY. The coupon must appear on the receipt.

WIC Acronym and Logo



Retailers are not authorized to use the WIC acronym or WIC logo in advertising and other promotional materials, in close facsimiles, or in the store name.

Retailers who use the WIC acronym and/or WIC logo will receive a sanction and be required to remove the use of the WIC acronym and/or WIC logo.

Other Actions Retailers are NOT Allowed to Take

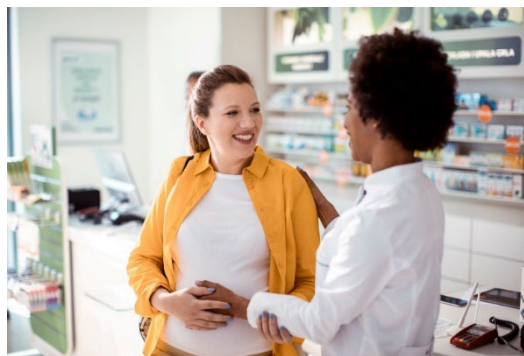
Do not charge sales tax on any WIC transaction.

- Do not have the WIC customer sign a tax exemption letter or form for any eWIC transaction. The Missouri WIC program is not subject to Missouri Sales and Use Tax for any eWIC transaction.

Exchange of cash is not allowed when an eWIC card is the only form of payment being used by the WIC customer.

- Do not charge the WIC customer cash or credit for the food items covered by the eWIC card.
- Do not allow WIC customers to exchange any WIC food for a cash refund, merchandise, or other food items. When there is a food safety issue or recall for a product other than formula, exchanges should be made whenever possible. When exchange is not possible, contact the Missouri WIC program at MOWICVendorGroup@health.mo.gov or 573-751-6204 for appropriate instructions. If you receive a recall notice on infant formula, contact the Missouri WIC program for appropriate instructions.

Pharmacy Only Retailers



Pharmacy only retailers are authorized to provide special ordered, non-contract infant formulas. They are not authorized to sell any other types of WIC food items, non-primary contract infant formula, or primary contract infant formulas. Primary contract infant formulas are the infant formulas that Missouri has contracted with the formula manufacturer to provide to WIC participants. Primary contract infant formulas are identified in the in the WIC Retailer Food and Formula Reference Guide available at <https://health.mo.gov/living/families/wic/wicretailer/foodlist/>.

Reauthorization

Prior to reauthorization, the retailer application will be reviewed and a determination made whether to the retailer continues to meet selection criteria and requirements of the WIC program. Expiration of the WIC Retailer Agreement is not subject to appeal.

Items Reviewed and Evaluated Prior to Reauthorization

- eWIC transaction information;
- Complaints, violations and/or sanctions;
- Monitoring and compliance reports; and
- Retailer's attendance at training(s).

Reauthorization Requirements

Retailers must continue meeting the requirements of the initial application and also meet the following:

- Attended any required WIC training(s);
- Resolved and responded in writing to all problems brought to their attention by the Missouri WIC program at least sixty (60) days prior to reauthorization;
- Paid any violations and/or sanctions at least sixty (60) days prior to reauthorization; and
- Submitted the reauthorization application by the due date to avoid expiration of their current authorization.

Reauthorization Process

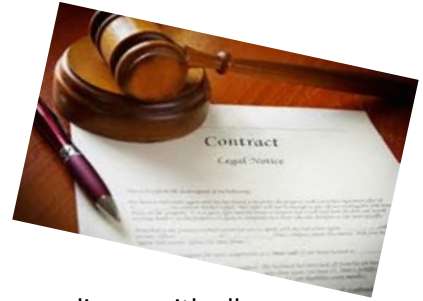
Retailers approved for reauthorization after review will receive a packet to apply for subsequent authorization. Retailers not approved for reauthorization after review will receive a letter explaining the concerns noted by the Missouri WIC program.



Upon receipt of the completed application, the Missouri WIC program staff will review and compare the information to that on file. Any changes will be documented and verified. If all information is deemed acceptable, a Missouri WIC Retailer Agreement is sent to the retailer. The Missouri WIC Retailer Agreement must be signed and returned to the Missouri WIC program.

WIC Retailer Agreement

The WIC Retailer Agreement is between a named retailer and DHSS. The agreement authorizes a retailer’s participation in the Missouri WIC program under state and federal regulations (USDA Regulations 7 CFR § Part 246.12).



It is extremely important that retailers review the entire agreement before signing the WIC Retailer Agreement and understand all expectations set forth by the Missouri WIC program.

The retailer must comply with the provisions of the agreement and must remain in compliance with all federal and state laws, statutes, policies, procedures, manuals and regulations of the Missouri WIC program, including any changes made during the agreement period. Failure to do so will result in termination of the agreement. This agreement is not a license or property interest.

Agreements are normally for a three-year period beginning October 1 and expiring at midnight on September 30. New retailers that join the program between these dates will be given an agreement for the remainder of the current agreement period. Agreements may be issued throughout the current agreement period, with all agreements expiring on the same date. The Missouri WIC program reserves the right to refuse any new applications during the last 120 days of the current agreement period or during any timeframe identified by the Missouri WIC program.

The Missouri WIC program is not required to issue an agreement to an applicant, a previous retailer whose agreement has expired, or an applicant who is purchasing a store currently authorized. **It is at the sole discretion of the Missouri WIC program whether to issue an agreement.** Pharmacies will only be considered for authorization in areas where there are insufficient numbers of full service grocery stores with pharmacies available to serve WIC participants’ needs. This determination is made solely by the Missouri WIC program.

No retailer shall accept eWIC cards for redemption prior to the date specified on the WIC Retailer Agreement or after the expiration date of the WIC Retailer Agreement.

The agreement categories are based on the types of foods for which a retailer is authorized to redeem eWIC cards.

Category	Description
1	WIC-approved food, primary contract infant formulas, and all special infant formulas (full service grocery stores with pharmacies).
2	WIC-approved food, primary contract infant formulas, and the option of providing additional special infant formulas available through the retailer’s grocery wholesaler (full service grocery stores without pharmacies).
3	Special infant formula only. This type of agreement is reserved for pharmacies only . Note: Non-primary contract infant formulas and primary contract infant formulas are not allowed for redemption with this type of contract.



Chain stores do not automatically have all locations approved. Each location must be evaluated against all selection criteria as if it were a single, independent entity and will be individually listed on the agreement attachment for the corporation agreement.

By signing the WIC Retailer Agreement, a retailer with multiple locations accepts responsibility for program operations of all participating locations, which are listed on the agreement Attachment B. **All stores will be assessed, categorized and treated individually and not as one (1) unit.**

Additions or deletions of individual store locations may be requested by retailers, are subject to the same review procedures as single location applicants, and shall be effective upon signature of the Missouri WIC program on the agreement amendment. The Missouri WIC program will determine termination or disqualification of individual stores with a 15-day written notice unless immediate disqualification is required by federal regulations.

Changes

Any changes needed should be given to the Missouri WIC program at least sixty (60) days in advance. The Missouri WIC Retailer Agreement is not transferable. **Any changes make the WIC Retailer Agreement null and void.** Changes require a new application to be sent to the Missouri WIC program and include changes to:

- Store name
- Store location
- Category (store without a pharmacy, store with pharmacy, pharmacy only)
- Ownership name
- Change of ownership
 - WIC Retailer Agreements are not guaranteed to the new owners. New owners **MUST** meet ALL of the selection criteria requirements in order to receive an agreement. The determination to issue a WIC Retailer Agreement to a retailer applicant will be made solely by the Missouri WIC program.

A WIC Retailer Agreement may be terminated by either party, for cause, by giving at least 30 days advance notice to the other party. Retailers are responsible for ensuring that the POS provider deactivates the eWIC capability of each Electronic Cash Register (ECR) within the store to prevent the completion of eWIC transactions upon the date of termination.

Confidential retailer information is any information about a retailer (whether it is obtained from the retailer or another source) that individually identifies the retailer, except for retailer's name, address, telephone number, website, email address, store type, and authorization status.

Inadequate Participant Access

At the Missouri WIC program's discretion, a retailer may be authorized outside the normal authorization process when a situation of inadequate participant access arises. This may include instances in which a previously authorized retailer sells a store under circumstances that do not permit timely notification of the change in ownership to the Missouri WIC program. Participant access determinations shall be made by, and are solely at the discretion of, the Missouri WIC program.

If the Missouri WIC program determines that disqualification of a retailer from the WIC program due to disqualification from the SNAP program would result in inadequate WIC program participant access to WIC food, the Missouri WIC program will assess a CMP in lieu of disqualification. A CMP will not be issued in lieu of disqualification for a third or subsequent sanction. This disqualification is not subject to administrative or judicial review under the WIC program.

Situations causing inadequate participant access may be the result of, but are not limited to:

- Disqualification of an authorized retailer.
- Change of ownership or location of an authorized retailer.
- Disaster or other cause for the loss of, or access to, an authorized retailer.

In urban areas where public transportation is available, WIC participant access may be considered inadequate if any of the following conditions apply:

- Retailer density of less than one (1) per 500 WIC participants.
- Over 25 WIC participants must travel more than one (1) mile to a retailer.
- Other conditions exist which make a retailer within one (1) mile difficult for WIC participants to access.

In rural areas, participant access may be considered inadequate if any of the following conditions apply:

- There are less than two (2) authorized retailers in the county.
- WIC participants must travel more than 15 miles to a retailer.
- Other conditions exist which makes a retailer within 15 miles difficult for WIC participants to access.

The Missouri WIC program may declare a situation of inadequate participant access to:

- Accommodate special populations (e.g., migrant workers and their families).
- Respond to sudden or unexpected population changes to meet the public health mission of the Missouri WIC program.

Retailer Training

Retailer education and training is directed at reducing errors, preventing abuse and improving program services. Retailer training is also designed to be consistent statewide. Retailer training may be conducted for the following reasons:

- Retailer is newly authorized;
- Retailer requests a training;
- Required annual training, which must be an interactive session at least once every three (3) years;
- Any non-compliance with the Missouri WIC Retailer Agreement or Retailer Manual and retailer is identified as probable high-risk.



At least one (1) representative of the retailer staff must participate in training(s). It is recommended that storeowners, managers and store personnel responsible for training store staff participate in training(s).

Retailers agree to be accountable for all actions of employees involved in the handling of eWIC card transactions. **It is the responsibility of the store manager to ensure all employees handling WIC transactions (e.g., stocking, eWIC card transactions and bookkeeping), are properly trained on program requirements.**

New Retailer Training

All new applicants must attend a new retailer training regardless if the owner previously attended for other stores. If the applicant is new to the Missouri WIC program, the owner(s), store manager and cashier will need to attend the training for new retailers. Failure to attend training will result in denial of the application. This training may be held at the Missouri WIC program office in Jefferson City, Missouri or through our online training module located at <https://health.mo.gov/living/families/wic/wicretailer/training/>. Location of training will be determined by the Missouri WIC program.

Mandatory Training

Retailers are required to attend mandatory training if they receive violation(s) or if they have failed to submit the required corrective action plan for any violation(s). Retailers failing to attend the required training will receive further sanctions up to disqualification from the program or a CMP. This training may be held at the Missouri WIC program office in Jefferson City, Missouri or through our online training module located at <https://health.mo.gov/living/families/wic/wicretailer/training/>. Location of training will be determined by the Missouri WIC program.

Annual Training

Annual training may or may not be conducted in-person and may be provided through the Missouri WIC newsletter.

WIC-Approved Food

Retailers must maintain the minimum stocking requirement of WIC-approved food in the store at all times. The link to the Approved Product List (APL):

<https://health.mo.gov/living/families/wic/wicretailer/foodlist/>

Retailers must maintain adequate inventory records (e.g., invoices and purchase orders) to verify billings made for all WIC food items purchased at any time during the current agreement year, and for the previous three (3) years if a WIC Retailer Agreement was then in effect. This must include, but is not limited to, inventory records required for federal tax reporting purposes.

As a cost containment measure for the WIC program, store brands are authorized where possible. Store brand definition by Private Label Manufacturer's Association: "Store brand products encompass all merchandise sold under a retail store's private label. That label can be the store's own name or a name created exclusively by that store. In some cases, a store may belong to a wholesale buying group that owns labels which are available to the members of the group. These wholesaler-owned labels are referred to as controlled labels."

The tiered stocking group requirement is designed to reduce inventory requirements for retailers that have less WIC customer traffic and to reduce the financial burden of stocking unneeded WIC-approved food items by smaller retail stores. The newly authorized retailer will initially be placed in Tier I or II based upon their estimated annual WIC sales. The retailer will remain in this tiered stocking group for the first six (6) months they are authorized to accept Missouri eWIC cards.

After six (6) months, the tiered stocking group status will be re-evaluated. Using an extrapolation of the monthly average of the retailer's WIC sales, the Missouri WIC program will determine whether the retailer's current tiered stocking group is appropriate.

Tiered Stocking Groups

- **Tier I:** Stores with annual WIC sales of \$65,000 or below.
- **Tier II:** Stores with annual WIC sales above \$65,000.



Formula

The Missouri WIC program participates in an infant formula rebate contract. The Department contracts with a specific infant formula manufacturer who agrees to give a rebate to the WIC program for each unit of their infant formula redeemed with an eWIC card. The money from this rebate enables the WIC program to serve more WIC participants. The infant formulas included in the rebate contract are called “primary contract formulas.”

Authorized WIC retailers are not required to stock concentrates and ready-to-use primary contract formulas, but these formulas must be made available for a WIC customer within 72 hours if available through the store’s wholesaler or formula distributor.

Authorized WIC retailers are not required to stock non-primary contract formulas, but these formulas must be made available for a WIC customer within 72 hours if available through the store’s wholesaler or formula distributor. If a requested formula is not available to order through the store’s wholesaler or formula distributor, advise the WIC customer to contact their WIC local agency for assistance.

All formulas other than the current Missouri primary contract formulas are called “special” formulas, exempt formulas, or non-primary contract formulas. Only pharmacies that are authorized WIC retailers can accept eWIC cards for these formulas. Pharmacies that are not authorized WIC retailers cannot offer special formula to be sold during an eWIC sales transaction. If a requested formula is not available to order through the store’s wholesaler or formula distributor, advise the WIC customer to contact their WIC local agency for assistance.

Special Ordered Formula Buyback

The Missouri WIC program may authorize a “buyback” of special ordered formula only when an authorized retailer has ordered a special formula for a WIC customer and not all of the ordered formula is purchased. This buyback is to ensure that no authorized retailer has to absorb the cost of the unpurchased special formula. **Regular contract formula will not be included in a buyback.** The formula buyback occurs as follows:

- The retailer contacts the Retailer Manager at the Missouri WIC program;
- The retailer informs the Retailer Manager of the type, size, quantity, UPC and expiration date of the special ordered formula. **Note: Formula that is expired or will be expiring within 60 days of the retailer notifying the Missouri WIC program will NOT be purchased;**
- The retailer must provide the wholesale price and the retail price they have charged for the special formula;
- The Retailer Manager will determine if the formula meets the criteria for buyback. If so, an eWIC card will be created for the formula and a Missouri WIC program staff person will purchase and pick up the buyback formula.

Formula Exchanges



WIC customers are not allowed to exchange baby formula purchased with WIC funds unless the item is **damaged, defective, or expired** and the WIC customer is requesting the exact same formula item. If a WIC customer wants a different formula, they should be referred back to their WIC local agency.

Looking at the first example, a WIC customer has purchased Similac Total Comfort with their WIC benefits but found the can is expired. They request an exchange for the exact same item, so this can be processed at the store.

In the second example, a WIC customer has purchased Similac Total Comfort with their WIC benefits but is requesting an exchange for a different formula. This cannot be done at the store. The WIC customer should take the formula back to their WIC local agency for a change to their benefits.

eWIC Guidelines

eWIC Capable

For participation in the Missouri WIC program, a retailer applicant must demonstrate that their Point of Sale (POS) system can accurately and securely obtain WIC food balances, successfully complete eWIC purchases, and obtain the necessary files such as the Approved Product List (APL), Hot Card List (HCL), Acknowledgement File (ACK), and Auto Reconciliation File (ARF). Retailers must also demonstrate that they can submit claim files prior to authorization unless the Missouri WIC program determines that the retailer is necessary for participant access. For this particular situation, retailers with POS systems that are determined not to be eWIC capable will be issued a stand-beside system. Authorized retailers must comply with the WIC Operating Rules, standards and technical requirements established by the USDA and the Missouri WIC program.

The Missouri WIC program shall not pay ongoing maintenance or operational costs for retailer systems and equipment used to support WIC EBT, unless the retailer is needed for participant access.

Minimum lane coverage requirements and POS terminals shall be deployed as follows:

Stores considered a superstore or supermarket

At a minimum, terminals shall be installed for monthly WIC redemption threshold increments as follows: one (1) terminal for \$0 to \$11,000; two (2) terminals for \$11,001 to \$22,000; three (3) terminals for \$22,001 to \$33,000; and four (4) terminals for \$33,001 and above. The monthly redemption levels used for the installation formula shall be the average redemptions based on a period of up to 12 months of prior redemption. Per federal regulation 7 CFR § 246.12(z)(2)(i).

Stores not considered a superstore or supermarket

At a minimum, terminals shall be installed for monthly WIC redemption threshold increments as follows: one (1) terminal for \$0 to \$8,000; two (2) terminals for \$8,001 to \$16,000; three (3) terminals for \$16,001 to \$24,000; and four (4) terminals for \$24,001 and above. The monthly redemption levels used for the installation formula shall be the average redemptions based on a period of up to 12 months of prior redemption. Per federal regulation 7 CFR § 246.12(z)(2)(ii).

Types of Systems to Accept eWIC

An **integrated POS system** is able to conduct mixed basket transactions. A mixed basket transaction includes WIC and non-WIC items and, therefore, requires more than one (1) tender type but does not require WIC customers to separate their WIC food from other food and non-food items.



A **stand-beside POS system** is not able to conduct mixed basket transactions. WIC customers shopping at authorized retailers that have a stand-beside POS system **must** separate their WIC food from other food and non-food items.

EBT Systems

Any hardware or software problems related to eWIC transactions must be resolved by retailer staff or by the retailer's technical support. The Missouri WIC program is not responsible for servicing equipment in the stores. Failure to take corrective action to get eWIC transaction processing operational when it is inoperable may result in a sanction.

Periodically the retailer bundles all unsettled transactions into a claim file. The retailer's system performs a data exchange with the EBT settlement host's Secure File Transfer Protocol (SFTP) server for reimbursement for eWIC transactions. This settlement cut-off time for submission of claim files **should** occur before 6:00 a.m. Central Standard Time (CST).

The retailer agrees to submit claim files for payment at **least once every 48 hours**. It is best to send claims within 24 hours. Payment consideration is based on the time of the first eWIC transaction for each date being submitted. Payment will be considered for transactions that are less than 48 hours from the time of the first transaction included in the claim file. Claims submitted after 48 hours will be processed, however no payment will occur. If unable to submit a claim file within 48 hours, contact the Missouri WIC program **before submitting** the claim file. Claim files that process resulting in no payment to the retailer must be submitted to the state agency for payment dispute. For example:

Store Z sends a claim file for January 1 at 9:00 p.m. The claim file has transactions from January 1 starting at 12:00 a.m. through 6:00 p.m. The transactions in that claim file will be considered for payment as they were submitted within 48 hours of the first transaction. The transactions for January 1 starting at 6:01 p.m. through 11:59 p.m. must be submitted before 6:01 p.m. on January 3. If submitted after that time, they will not be considered for payment, as this is past the 48-hour limit.

Retailers are required to access the Missouri WIC program's settlement system within a continuous **48-hour period of time** for the purpose of downloading the current Hot Card List (HCL), Auto-Reconciliation File (ARF), Acknowledgement File (ACK), and the Approved Product List (APL).

HCL – provides retailers with a file to validate cards prior to completing a purchase.

ARF – provides retailers with the transactions that were processed and settled.

ACK – tells retailers if a file was rejected for transmission errors or claim file errors, or was accepted for processing.

APL – creates and updates a list of WIC-approved products at the retailer.

Failure to do so may result in financial liability of the retailer if a Missouri eWIC card on the HCL is used to conduct a transaction, or if a WIC customer is allowed to purchase a food item that is no longer on the APL.

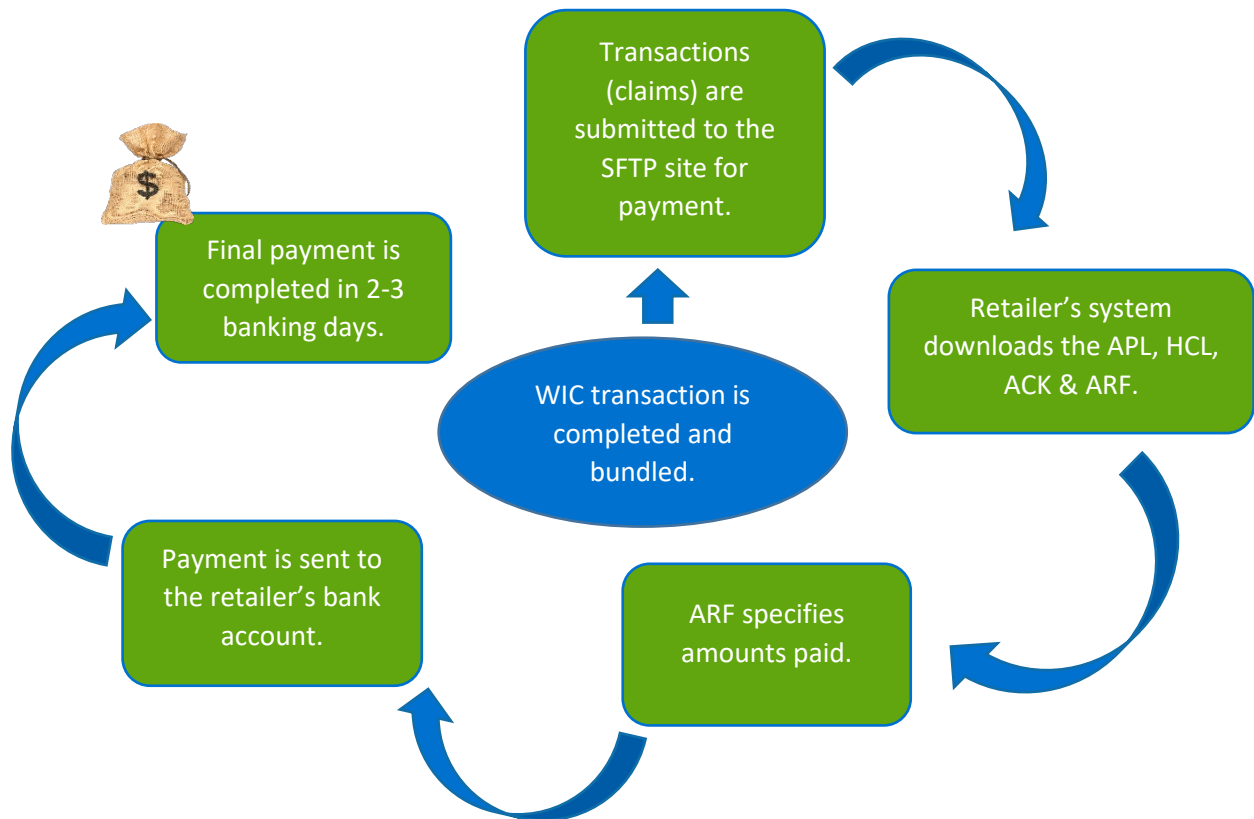
The Missouri WIC program's settlement system issues payment directly to the retailer's bank account. When the retailer's system connects to the Missouri WIC program's EBT settlement host's SFTP server, the server downloads an ARF and ACK that advises the retailer of the specific amount of the claim paid, if any part of the claim was not paid, and the reason for any non-payment. Payment to the retailer typically occurs within 2-3 banking days from the time the claim file is submitted.

It is recommended that retailers review settlement reports and eWIC payments weekly to identify any potential issues with the submission and processing of claim files.

The Missouri WIC program will make payments to the retailer upon receipt of valid claim files for providing WIC-approved food to WIC customers.

The Missouri WIC program shall deny payment, either partially or fully, to a retailer for improperly transacted or redeemed eWIC card purchases.

The Missouri WIC program may require repayment for payments already made on improperly transacted eWIC card purchases for eWIC cards transacted for unapproved food, other items, or items with sales tax charged.



Not-To-Exceed



- Not-To-Exceed (NTE) is a price limitation on WIC-approved foods.
- Each approved food item will have an NTE price that is set by the Missouri WIC program.
- Retailers must charge competitive prices comparable to the average price charged in their peer group and not exceed prices posted on shelf tags or charged to other customers.
- Retailers must maintain prices of WIC-approved food within 15% of their peer group average price on each WIC item.
- The NTE is based on the “normal” price for WIC items and does not include any specials or discounts.
- Retailers will only be reimbursed up to the NTE price level for their assigned Pricing Peer Group.
- NTE prices on most items are re-calculated every two weeks.
- NTE prices can be adjusted more frequently for specific items based on fluctuations in the national market prices.



WIC EBT Smart Card (eWIC Card)

WIC Customer Receipts

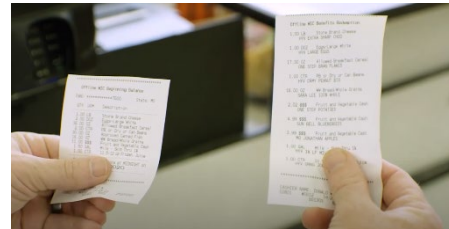
WIC transaction:

- Cashier scans all items.
- Cashier presses the eWIC tender button.
(This could be named differently based on the POS system.)



- WIC customer inserts card and enters PIN.
*Two (2) receipts print: Beginning Balance and Utilization. The purpose of these receipts is to allow the WIC customer to review what is covered and not covered by their benefits.

- WIC customer reviews the receipts.



- WIC customer presses "Accept" or "Decline" on the PIN pad. WIC customer should not remove the card until prompted by the PIN pad.



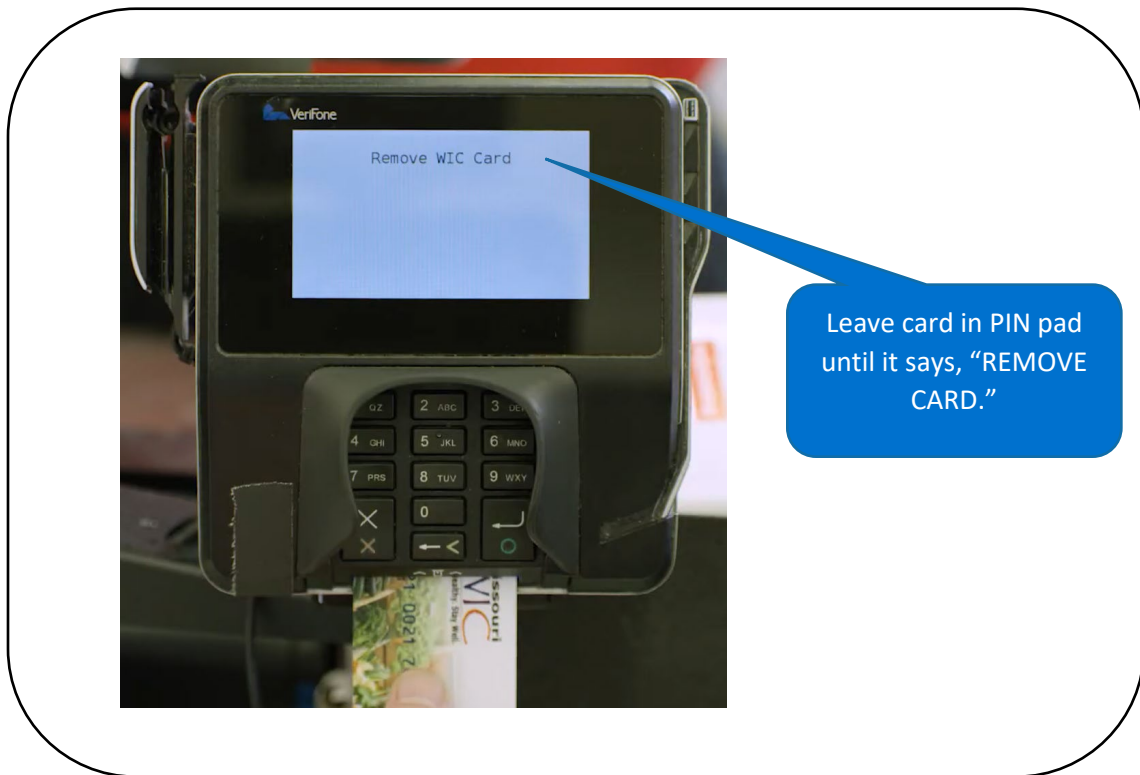
- Once the transaction is finalized, an Ending Balance receipt will print. This lets the WIC customer know what benefits are remaining.



- Once benefits have been removed from the card they CANNOT be put back. Any items removed from the card must be given to the WIC customer.

Removing the eWIC Card

It is important to remind every WIC customer to leave the eWIC card inserted in the PIN pad until it says "Remove Card." The register may say to remove the card before the PIN pad. If the card is removed before the PIN pad says "Remove Card," an error may occur. Removing the card too soon could remove all benefits from the card or lock up the register system.



Mapping

Mapping is taking a UPC or “store assigned” code and linking it to a Price Look-Up (PLU) code. All stores with an integrated system must use the IFPS-specific PLU code. **All stores with a stand-beside device can use the generic PLU code “4469,” or “94469” for organic.**

Items not mapped in your system could prevent WIC customers from using their eWIC cards to purchase fresh produce, as the Missouri APL does not have all the UPCs for fresh produce.



UPC “000651111025” - Map to 4-digit code “4060”



UPC “014668130016” - Map to 4-digit code “4385”

Any fresh, pre-package produce must be mapped. Mixed, fresh produce must be mapped by picking one of the fruits or vegetables in the package.

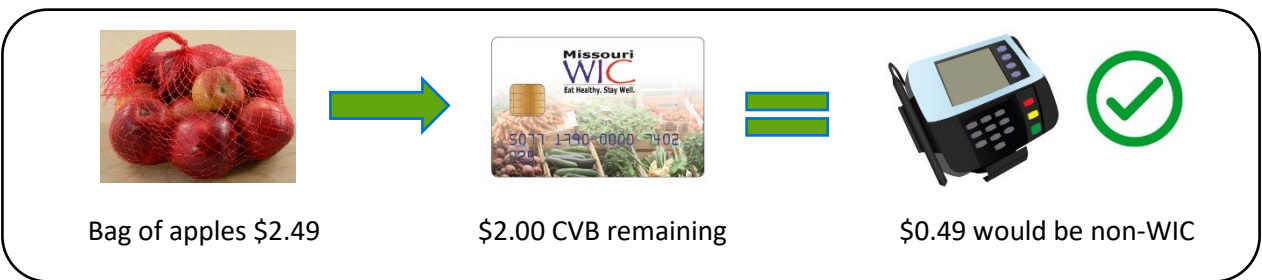
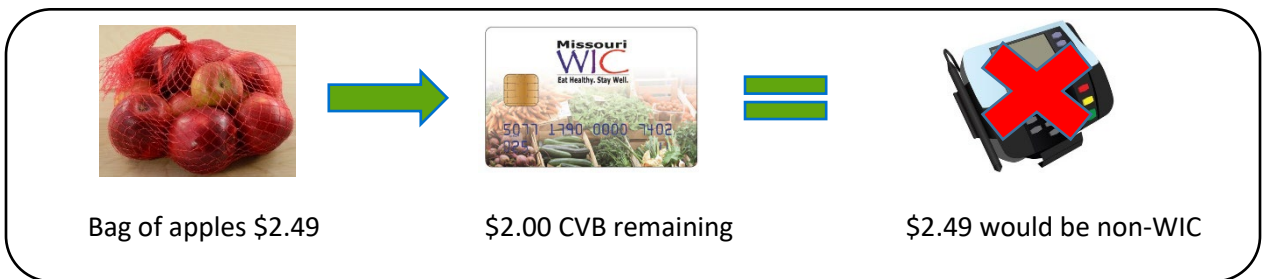


This mixture of fruit can be mapped to either “blackberries –PLU 4239,” “raspberries – PLU 4244,” or “blueberries – PLU 4240.”

WIC Split Tender

Split tender allows WIC customers to use their full benefits when purchasing Cash Value Benefits (CVB) items, such as fresh and frozen produce.

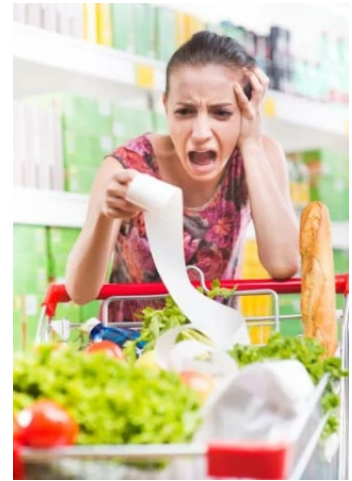
An example: A WIC customer purchases a bag of apples priced at \$2.49 but only has \$2.00 remaining in CVB on their eWIC card. With split tender, the WIC customer will be able to use the remaining \$2.00 towards the bag of apples and the remaining amount of \$0.49 will move to the non-WIC total. This allows the WIC customer to “split” the cost of the bag of apples between WIC benefits and an alternate tender type.



WIC Items Not Scanning



Has a WIC customer come to the register and some of their food items do not scan as WIC-approved?



There are several reasons this could occur:

1. Item is NOT WIC-approved;



2. WIC customer does not have enough benefits;

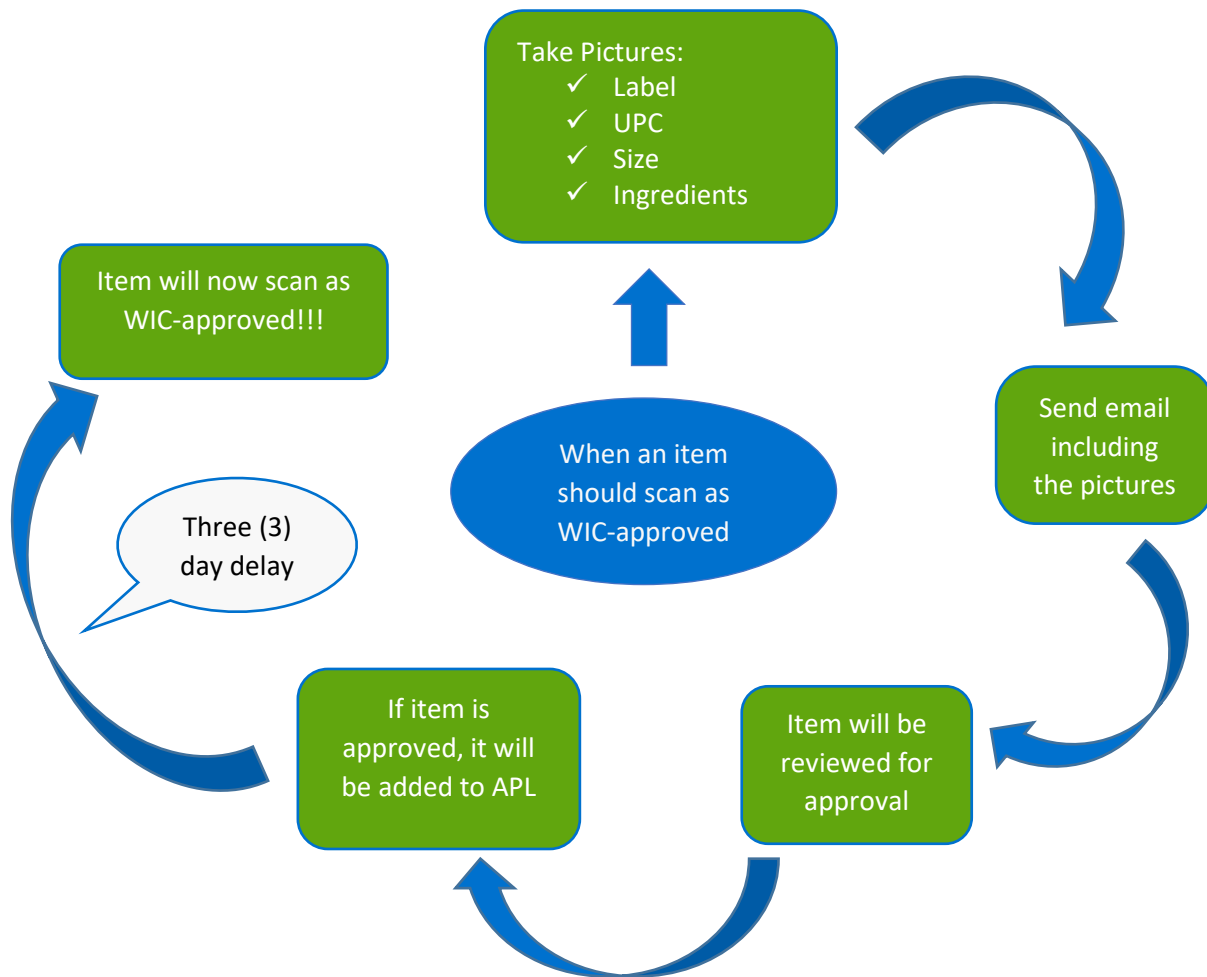
3. WIC customer does not have that benefit on their card;



4. Item is WIC-approved but has not been mapped, or the POS system has not pulled down a current APL file.

If you believe an item should be WIC-approved and is not included on the APL, email the Missouri WIC office to request the item be added to the APL. The email must include clear pictures of the label, the UPC, the size and the ingredients found on the item.

WICFoods@health.mo.gov



Payment Disputes

Retailers will be paid for all valid eWIC transactions submitted to the Missouri WIC program. An authorized retailer may dispute a claim or transaction payment that has been reduced, however there is no guarantee that dispute requests will be approved by the Missouri WIC program. Refer to the ARF to verify the amount that will be paid. If the amount submitted is different from what is being paid, the ARF identifies any errors and indicates why a claim, a transaction, or an item was reduced.

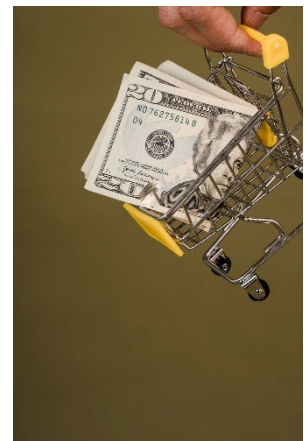
A dispute **must** be received by the Missouri WIC program within **sixty (60) days of the transaction date**.

The **WIC Retailer Claim Form**, found on our website at <https://health.mo.gov/living/families/wic/wicretailer>, must be submitted to the MOWICVendorGroup@health.mo.gov for payment consideration. The types of disputes are:

- Late claim file submission
 - **If a claim has not been submitted within 48 hours of the first transaction in the claim file, contact the Missouri WIC program for instructions to submit the claim and receive payment.**
- Invalid electronic signature
- Other transaction errors

Per federal regulation 7 CFR § 246.12(k)(5), if the total value of transactions or claims disputed at one time exceeds \$500, the Missouri WIC program must obtain approval from the Food and Nutrition Services (FNS) Regional Office before executing payment.

If the retailer's dispute is denied, the retailer will receive written notification explaining the reason for the denial.



Lost/Stolen Cards

If a WIC customer leaves their eWIC card in your store:

1. Call the number on the back of the card and report the card was left at the store.
2. Destroy the card. (DO NOT keep the card.)



Retailer Compliance

Retailer Monitoring



The WIC Retailer Agreement requires the retailer to allow the Missouri WIC program or its designee to monitor the retailer for compliance.

During the course of a monitoring visit, the retailer shall provide access to purchase orders or invoices for WIC-approved food, shelf price records and all retail and storage areas.

Routine Monitoring (Overt)

Upon arrival, Missouri WIC monitoring staff will introduce themselves to a store representative, and perform the following:

- Verify store name, WIC vendor ID number, address manager of the retailer;
- Verify Door Decals are on all store entrances;
- Verify WIC Shelf Tags are placed on all WIC-approved foods, except in the produce section;
- Verify store is meeting the stocking requirements;
- Verify proper lane signs, “eWIC Accepted Here,” are posted at each lane able to conduct eWIC transactions;
- Conduct price survey to verify WIC prices;
- Review or confirm current version of the POS system to detect updates;
- Review or confirm store’s training procedures of store personnel handling eWIC;
- Review eWIC sales transactions to detect any issues prior to monitoring;
- Inspect the sanitary conditions of the store;
- Verify packaging of all WIC-approved food is in good condition and within the expiration date;
- Conduct or observe an eWIC transaction; and
- Conduct an exit interview.

Compliance Buy Investigations (Covert)

The Missouri WIC program may perform compliance buy investigations on any retailer, at any time during the agreement period. Investigators will perform covert buys to determine whether the retailer is in compliance with the Missouri WIC program’s federal and state rules and regulations as outlined in the WIC Retailer Agreement and in this manual.

The Missouri WIC program has the right to demand repayment for payments already made on improperly transacted or redeemed eWIC cards, and for charges of more than the price displayed on the retailer shelf. The Missouri WIC program may also issue sanctions that may include fines, termination of the WIC Retailer Agreement, or disqualification from the WIC program.

eWIC Sales and Inventory Audit

The Missouri WIC program may perform eWIC sales transaction and inventory audits on any retailer, at any time during the agreement period.



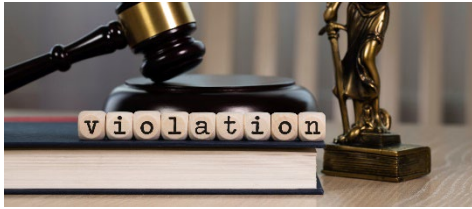
The eWIC sales transaction audits may be for up to a three (3)-year period, but are generally for a 30- to 90-day period. The retailer is required to provide the Missouri WIC program copies of all WIC-approved stock invoices for the specific period requested within 15 days of the date on the written request.

An inventory audit will include an inventory count before and after the sales transaction audit information. Targeted food items will be counted.

Failure to provide the requested documentation may result in a claim for repayment of WIC funds paid to the retailer as outlined in the WIC Retailer Agreement and in this manual.

At the completion of the eWIC sales transaction and inventory audit, the Missouri WIC program has the right to demand refunds for payments already made on improperly transacted or redeemed eWIC cards and for charges of more than the retailer's actual selling price.

Retailer Violations



Retailer violations may be intentional or unintentional. The Missouri WIC program may refer retailers who commit fraud and/or abuse of the WIC program to federal, state or local authorities for prosecution under applicable statutes. The WIC program has two (2) levels of violations: those that result in Missouri State sanctions and those that result in federally

mandated sanctions.

Imposed sanctions may include warning letters, corrective action plans, mandatory training sessions, administrative fines, monetary claims, Civil Money Penalties (CMP), suspensions, terminations or disqualification or any combination of sanctions.

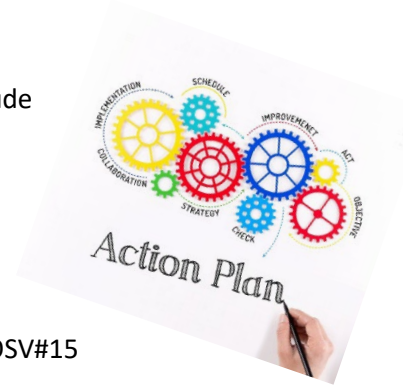
A retailer committing fraud or abuse of the WIC program is liable for prosecution under applicable federal, state, and local laws. A retailer that has willfully misapplied, stolen, or fraudulently obtained WIC program funds shall be subject to a fine of not more than \$25,000 or imprisonment for not more than five (5) years, or both, if the value of the funds is \$100 or more. If the value is less than \$100, the penalties are a fine of not more than \$1,000 or imprisonment for not more than one (1) year, or both [7 CFR § 246.12(h)(3)(xxi)].

The Missouri WIC program must provide written notice of any sanctions imposed against a retailer. The notice must specify:

- The sanction being imposed,
- The effective date of the sanction,
- The reason for the sanction.

Corrective Action Plan

When a violation requires a corrective action plan (CAP), the retailer shall prepare a CAP. The plan needs to address the area of violation and it may include training aimed at educating retail staff on WIC program policy and procedures, customer service, or a plan to address stocking issues. The plan will include a timeline in which the issue will be addressed as well as follow-up to assure requirements are completed. The CAP must be submitted within the time frame stated in the letter. Failure to submit the required CAP will result in an immediate \$50 fine without any further notice or warning. A \$100 fine will be issued for any subsequent failure to submit a CAP. This fine is considered a MOSV#15 violation.



Civil Money Penalty (CMP)

The Missouri WIC program will assess a retailer a CMP in lieu of disqualification only if the disqualification would result in inadequate participant access as defined by the Missouri WIC program. Ten (10) percent of a retailer's average monthly WIC redemptions multiplied by the number of months the retailer would have been disqualified will determine the amount of the CMP. A retailer's monthly WIC redemption for the previous six (6) months will be used to determine the average monthly WIC redemption.

For each violation that warrants permanent disqualification (Federal Class “A” #1), the amount of the CMP will be determined by 7 CFR 3.91(b)(3)(vi). If during the course of a single investigation the retailer commits multiple violations, the Missouri WIC program may impose a CMP for each violation.

Termination from the WIC Program

This policy addresses situations for which retailers could have their WIC Retailer Agreement terminated for noncompliance of the WIC program selection criteria and/or WIC Retailer Agreement. Examples of noncompliance may be, but are not limited to:

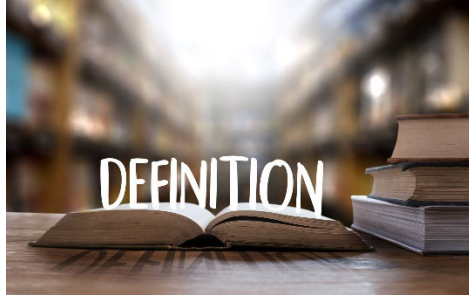
- Exceeding the allowable reimbursement levels for their pricing peer group.
- Failing to meet the minimum square footage requirements.
- Failing to meet the minimum stocking requirements to be considered a full service grocery store.
- Failing to meet any other WIC program selection criteria and/or WIC Retailer Agreement requirements.
- Having a pattern of providing false or misleading sales transaction information to the Missouri WIC program for reimbursement. A pattern is defined as four (4) or more previously rejected eWIC card transactions for payment that have been altered or as the result of findings from an eWIC sales transaction audit during the period the retailer is under agreement.
- Failing to pay claims for improperly transacted eWIC card purchases or eWIC sales transaction audits.

False or Misleading Sales Information

The Missouri WIC program will immediately terminate the WIC Retailer Agreement, disqualifying the retailer, for a pattern of providing false or misleading sales transaction information to the WIC program. A pattern for this violation is defined as three (3) or more compliance buys where false information has been supplied. This includes fraudulent eWIC sales transactions that were submitted for payment.

A pattern may also be established as a result of the retailer resubmitting four (4) or more previously rejected eWIC card transactions for payment that have been altered or as the result of the findings from an eWIC sales transaction audit. For any instance of a retailer resubmitting a previously rejected eWIC card transaction for payment that has had its date of sale or the amount of sale altered, the retailer will receive a warning and a fine of \$50. The state sanction for these patterns of violations is a one (1)-year disqualification.





- **Retailer violation** – Any intentional or unintentional action of a retailer’s current owners, officers, managers, agents, or employees (with or without the knowledge of management) that violates the WIC Retailer Agreement or federal or state statutes, regulations, policies, or procedures governing the program
- **Investigation** – A method used by the Missouri WIC program to determine if violations are occurring
- **Sanction** – An administrative action taken as a result of a violation
- **Pattern** – Based on the number and severity of the incidences of the violation

Federal Violations – Class A and B

Class “A” and “B” violations are subject to mandatory federal sanctions as defined in 7 CFR § 246.12 and shall constitute grounds for disqualification from the WIC program.

Federal Class “A” Violations:

Include conviction or an incidence of: trafficking (buying or selling WIC food instruments or CVB); selling firearms, ammunition, explosives, controlled substances, alcohol, alcoholic beverages, or tobacco products in exchange for WIC food instruments.

Federal Class “A” Violations

Violation #1	Conviction of trafficking (buying or selling WIC food instruments or CVB) conviction of selling firearms, ammunition, explosives, or controlled substances in exchange for eWIC cards. Permanent disqualification.
Violation #2	One incidence of trafficking (buying or selling WIC food instruments or CVB), selling firearms, ammunition, explosives, or controlled substances in exchange for eWIC cards. Length of disqualification - six (6) years.
Violation #3	One incidence of the sale of alcohol, alcoholic beverages, or tobacco products in exchange for eWIC cards. Length of disqualification - three (3) years.

Federal Class “B” Violations:

Class “B” violations occur when there is a **pattern of violations**. A pattern for these violations is defined as three (3) or more instances of the same Class “B” violation that occur during any federal fiscal year (i.e., October 1 - September 30).

Federal Class “B” Violations

Violation #4	Charging WIC customers more for WIC-approved food than non-WIC customers or charging more than the posted shelf price (overcharges). Length of disqualification - three (3) years.
Violation #5	Claiming reimbursement for the sale of any WIC food item that exceeds the store’s documented inventory of that food item for a specific period. Length of disqualification - three (3) years.
Violation #6	Receiving, transacting, and/or redeeming eWIC cards outside of authorized channels, including the use of an unauthorized retailer and/or an unauthorized person. Length of disqualification - three (3) years.
Violation #7	Charging the program for WIC food not received by the WIC customer. Length of disqualification – three (3) years.
Violation #8	Providing credit or non-food items (other than alcohol, tobacco, cash, firearms, ammunition, explosives, or controlled substances) in exchange for eWIC cards, or in exchange for items purchased with an eWIC card. Length of disqualification – three (3) years.

Violation #9	Providing unauthorized food items in exchange for eWIC cards, including charging for supplemental food provided in excess of those listed on the eWIC card. Length of disqualification – one (1) year.
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Warning of 1st Occurrence: Letter & CAP	2nd Occurrence: CAP & Mandatory Training	3rd Occurrence: Disqualification from the WIC program will be based on the Federal Violation or CMP
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State Violations

The Missouri WIC program will impose state sanctions. Each instance of a violation of Missouri WIC program is based on the number of occurrences for the same violation. The violation must be established by a pattern of the same violation within a federal fiscal year.

Missouri State Violations

MOSV#1	Seeking restitution from WIC participants for eWIC purchases not paid in part or full.
MOSV#2	Discriminating against WIC customers due to their race, color, national origin, sex (including gender identity and sexual orientation), age, disability, and reprisal or retaliation for prior civil right activity (federal). Discriminating against WIC participants due to their political affiliation or religion (state).
MOSV#3	Charging the participant for any WIC-approved food item on card, with the exception of the amount over the CVB issuance on the eWIC card.
MOSV#4	Failing to provide the following documents upon request, but not limited to: eWIC transaction receipts, purchase orders, invoices, or shelf-price records, or failing to allow full inspection of all store areas.
MOSV#5	Failing to comply with current Missouri Food Code Sanitation requirements.
MOSV#6	Failing to ensure all WIC-approved food packaging is in good condition and protects the integrity of the contents.
MOSV#7	Providing WIC-approved food for purchase that is beyond the expiration, the use by, or last sale date imprinted on the product packaging by the product’s manufacturer or packager.
MOSV#8	Failing to allow monitoring, or attend or accept training on program procedures as provided or required by the state agency or its designees.
MOSV#9	Failing to maintain adequate inventory records and sales receipts to verify billings made for all WIC food items purchased any time during the current agreement period.
MOSV#10	Allowing the WIC participant to refund, substitute, or exchange WIC food for food items other than those specifically indicated as a benefit on the WIC customer’s card.
MOSV#11	Purchasing infant formula from sources other than approved and licensed infant formula distributors.
MOSV#12	Failing to train all employees who handle eWIC transactions and ensuring their knowledge regarding WIC program procedures and WIC-approved food and formula set forth in training materials and manuals provided by the Missouri WIC program.

MOSV#13	Charging sales tax on WIC food items or requiring WIC participants to sign a tax-exempt form.
MOSV#14	Issuing any type of IOUs to participants for WIC items not available at the time of the WIC transaction.
MOSV#15	Failing to submit information requested by the WIC state agency within the time specified, including, but not limited to, food price lists, WIC sales receipts, food stocking information, non-WIC food recoupments, fines, and corrective action plans.
MOSV#16	Treating a WIC participant in a discourteous manner by store personnel.
MOSV#17	Prohibiting WIC participants the use of store savings cards, discount coupons, or promotion specials (e.g., price matching) in order to increase the WIC sale amount.
MOSV#18	Limiting WIC participants in their choices of WIC-approved food (e.g., only allowing WIC participants to purchase certain types or brands of milk or other WIC products).
MOSV#19	Failing to notify the WIC program and the eWIC processing contractor within 72 hours of any equipment failure or malfunction of the eWIC stand-beside POS device or integrated system.
MOSV#20	Conducting eWIC transactions in a separate liquor portion of the store.
MOSV#21	Failing to provide eWIC cardholders the ability to complete a balance inquiry while in the store. The store must not require a purchase be made in order for a balance inquiry to be completed.
MOSV#22	Failing to provide necessary receipts for the WIC participant to accept, approve, or reject the eWIC transaction or Failing to provide the eWIC cardholder with a receipt for each WIC purchase which shows the minimum required information.
MOSV#23	Accepting, approving, rejecting, or cancelling an eWIC transaction for the WIC participant by store personnel.
MOSV#24	Failing to process all transaction types that are required by the WIC program. At a minimum, this includes balance inquiry, purchase, and void (reversal).
MOSV#25	Failing to ensure that UPCs for approved fresh fruit and vegetables are mapped (linked) to the correct PLU and identified as WIC eligible in the store's POS system or Failing to ensure that PLUs created by the store for approved fresh fruit and vegetables are mapped (link) and identified as WIC eligible in the store's POS system.
MOSV#26	Failing to comply with the Missouri WIC program's policies for creating and updating the in-store UPC/PLU category/subcategory table of WIC authorized foods.
MOSV#27	Failing to adhere to the International Federation for Produce Standards (IFPS) PLU codes for the purpose of eWIC claim submission. Failing to train store personnel on the mapping (linking) of IFPS PLU codes or the incorrect use of 4469 and 94469 for systems that are capable of mapping to the correct IFPS PLU code.
MOSV#28	Charging the eWIC cardholder any fee, either directly or indirectly with operating, maintaining, or processing eWIC transactions.
MOSV#29	Failing to complete eWIC transactions with no minimum purchase amounts or quantities.
MOSV#30	Failing to scan WIC-eligible items individually.
MOSV#31	Charging eWIC cardholders for authorized food benefits available on an eWIC card food balance and included in the current APL.
MOSV#32	Asking for any form of identification in addition to the eWIC card.
MOSV#33	Failing to keep all eWIC cardholder information confidential.

MOSV#34	Confiscating the eWIC card(s), asking for, or entering the cardholder's PIN.
MOSV#35	Failing to accept only one (1) eWIC card per sales transaction.
MOSV#36	Demanding that WIC participants purchase the full balance of WIC food items authorized on the eWIC card.
MOSV#37	Scanning any UPC or PLU code that is not affixed to the actual item being purchased by the WIC participant, or scanning any UPC code as a substitute or replacement, or otherwise not actually affixed to the actual item being purchased by the participant. This includes UPC codes from clipboards, codebooks, computers, counters, internet sources, mobile devices, reference sheets, walls, or other food and non-food item sources. This also includes removing a UPC or PLU code from a WIC-approved item and affixing and scanning that code affixed on a non-WIC-approved item.
MOSV#38	Failing to ensure that the price affixed to the scanned UPC code in the POS device is not greater than the price displayed on the package, container, shelf, or other signage in the store for the purchased item. This may be verified by a DHSS representative scanning the actual UPC code affixed to a WIC-approved item and comparing that price to the price marked on the package, container, shelf, or other signage of that same item.
MOSV#39	Failing to update price changes in the POS device including, but not limited to, changes due to sales or other promotions, to ensure compliance with the WIC Retailer Agreement.
MOSV#40	Failing to ensure that the most current APL is downloaded in the store system and is being used for eWIC redemption processing.
MOSV#41	Failing to ensure the store uploads the retailer's eWIC transaction claim files at least once every 48 hours.
MOSV#42	Retaining WIC participant eWIC cards found at the retailer's location and/or failing to complete proper program notification and destruction procedures.
MOSV#43	Failing to meet the minimum stocking requirements for WIC-approved foods.
MOSV#44	Failing to attend cashier training and/or Technical Assistance training designated as required by the Missouri WIC program.
MOSV#45	Failing to put up Missouri WIC-approved shelf tags.
MOSV #46	Conducting eWIC transaction in self-checkout lanes that have not been certified to accept eWIC transactions by the Missouri WIC program.



The table below details the corrective action required for state violations and the increasing severity when those violations are not corrected.

<p>Initial Visit <u>Warning-1st Occurrence</u> Letter & CAP</p> <p>A revisit will occur 30 days from date of letter.</p> <p>*Failure to submit CAP within 30 days will result in an immediate \$25 fine.</p>	<p>Revisit 1 <u>2nd Occurrence</u> 1-3 violations = \$25 fine & CAP 4+ violations = double the fine to \$50 & CAP</p> <p>A revisit will occur 15 days from date of letter.</p> <p>*Failure to submit CAP within 30 days will result in an immediate \$50 fine.</p>	<p>Revisit 2 <u>3rd Occurrence</u> 1-3 violations = \$50 fine, CAP, & mandatory training. 4+ violations = double the fine to \$100, CAP & mandatory training.</p> <p>A revisit will occur 15 days after training is completed.</p> <p>*Failure to submit CAP within 30 days and failure to attend mandatory training will result in disqualification from the program for one (1) year.</p>	<p>Revisit 3 <u>4th Occurrence</u> Disqualification for one (1) year or a CMP.</p>
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Administrative Reviews

The Missouri WIC program must impose sanctions on retailers for non-compliance with program regulations, policies and procedures. A uniform administrative review process is used to evaluate and respond to protests from authorized retailers or applicants for certain sanctions and other adverse actions.

Notification to Retailers

The Missouri WIC program will notify retailers in writing when the SA imposes an adverse action. . At a minimum, the notification will include:



1. The adverse action.
2. Cause(s) for the adverse action.
3. The effective date of the adverse action.
4. Retailers' right to request and procedures to follow to obtain an administrative review, including relevant time periods and deadlines.

Retailer Administrative Review Request

The retailer or applicant must provide the Missouri WIC program with a written request for an administrative review within 15 days of receipt of the notice of denial or other adverse action. The written request must describe the adverse action being appealed. A retailer or applicant must fully comply with all appeal processes or forfeit appeal rights.

The Missouri WIC program may postpone the effective date of an adverse action until the decision of an administrative review is rendered. Requesting an administrative review does not relieve a retailer permitted to continue participating in the program from the obligation of compliance with the terms of all written agreements or contracts with the Missouri WIC program while the review is pending.

Failure to Request an Administrative Review

The retailer who fails to request an administrative review or does not make the request within the 15-day period may not contest the subsequent sanctions taken by the Missouri WIC program.

Adverse actions not subject to review:

- A. The validity or appropriateness of any of the following:
 1. Retailer selection criteria for:
 - a. Minimum variety and quantity of supplemental foods
 - b. Business integrity
 - c. Current SNAP disqualification or CMP for hardship
 - d. Competitive price
 2. Peer group criteria
 3. A50 retailer identification methods
 4. Participant access criteria or determinations
 5. Prohibition of incentive items

6. Denial of an A50 retailer's request to provide incentive items
- B. The Missouri WIC program's determination of any of the following:
 1. Include or exclude an infant formula manufacturer, wholesaler, distributor, or retailer from its list of suppliers
 2. Whether or not to notify a retailer in writing when an investigation reveals an initial violation when a pattern is needed in order to impose a sanction
 3. Whether a retailer had an effective policy and program in place to prevent trafficking, and whether the owner was involved in any way
- C. Denial of authorization if the Missouri WIC program's retailer authorization is subject to the procurement procedures applicable to the State of Missouri
- D. Expiration of a retailer's agreement
- E. Disputes regarding food instrument or cash value benefit payments and claim files
- F. Disqualification of a retailer as a result of disqualification from SNAP

The retailer or applicant has the right to a **Full Administrative Review** for the following adverse actions:

1. Denial of authorization based upon:
 - a. Application of the retailer selection criteria for minimum variety and quantity of approved supplemental foods
 - b. A determination that the retailer is attempting to circumvent a sanction
2. Termination of an agreement for cause
3. Disqualification, except those disqualifications subject to abbreviated administrative review
4. Imposition of a fine or Civil Money Penalty (CMP) instead of disqualification

The retailer or applicant has the right to an **Abbreviated Administrative Review** for any of the following adverse actions:

1. Denial of authorization based upon:
 - a. Denial of authorization based on Retailer selection criteria for business integrity or for a current SNAP disqualification or CMP for hardship.
 - b. Denial of authorization based on the application of the vendor selection criteria for competitive price.
 - c. The application of the State agency's vendor peer group criteria and the criteria used to identify vendors that are above-50-percent vendors or comparable to above-50-percent vendors.
 - d. Denial of authorization based on a State agency-established vendor selection criterion if the basis of the denial is a WIC vendor sanction or a SNAP withdrawal of authorization or disqualification.
 - e. Denial of authorization based on the State agency's vendor limiting criteria (§ 246.12(g)(2)).
 - f. Denial of authorization because a vendor submitted its application outside the timeframes during which applications are being accepted and processed as established by the State agency under (§ 246.12(g)(8)).
 - g. Termination of an agreement because of a change in ownership or location or cessation of operations (§ 246.12(h)(3)(xvii)).
 - h. Disqualification based on a trafficking conviction (§ 246.12(l)(1)(i)).

- i. Disqualification based on the imposition of a SNAP civil money penalty for hardship § 246.12(l)(2)(ii).
- j. Disqualification or a civil money penalty imposed in lieu of disqualification based on a mandatory sanction imposed by another WIC State agency (§ 246.12(l)(1)(iii)).
- k. A civil money penalty imposed in lieu of disqualification based on a SNAP disqualification under § 246.12(l)(1)(vii).
- l. Denial of an application based on a determination of whether an applicant vendor is currently authorized by SNAP.

Full Administrative Review Procedures

The Missouri WIC program will provide the retailer with the following information:

- No less than ten (10) days' advance notice of the time and place of the administrative review so all parties can prepare for the review.
 - The opportunity to present its case and one (1) opportunity to reschedule the review date upon request.
- The opportunity to cross-examine witnesses. A protective screen or other device may be used to protect the identity of WIC program investigators when necessary.
- The opportunity to be represented by counsel.
- The opportunity to call witnesses.
- The opportunity to examine the evidence causing the adverse action prior to the review.
- An impartial decision-maker to review whether the Missouri WIC program has correctly applied federal and state statutes, regulations, policies and procedures governing the WIC program, according to evidence presented at the review.

Abbreviated Administrative Review Procedures

The Missouri WIC program will provide the retailer with the following information:

- No less than fifteen (15) days to provide a written response to the adverse action.
- A decision-maker to use the available information to determine whether the Missouri WIC program has correctly applied federal and state statutes, regulations, policies and procedures governing the program. The decision-maker will be someone other than the person who made the initial decision on the action.

Final Decision

The Missouri WIC program will provide the retailer or applicant with a written notification of the final decision within 90 days from the date of receipt of the retailer's or applicant's request for an administrative review. The timeframe is only an administrative requirement for the Missouri WIC program and does not provide a basis for overturning the Missouri WIC program's adverse action if a decision is not made within the specified timeframe.

The Missouri WIC program is not responsible for losses incurred by the retailer as a result of disqualification or denial of an application to participate. Administrative review decisions are final. The retailer may pursue judicial review of the decision to the extent authorized by law if the administrative review decision upholds the adverse action.



Retailer Complaints

A retailer may submit a Retailer Concern Form with any problems, concerns, or suggestions to the Missouri WIC program or WIC local agency. The form may be submitted by email to MOWICVendorGroup@health.mo.gov.

The form can be found on our website:

<https://health.mo.gov/living/families/wic/wicretailer/retailer-concern-form.php>.



Contact Information

MOWICVendorGroup@health.mo.gov

WICFoods@health.mo.gov

Follow us on Facebook: [@MissouriWIC](https://www.facebook.com/MissouriWIC)



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