

1 10A NCAC 43D .0708 is proposed for amendment as follows:

2 **10A NCAC 43D .0708 AUTHORIZED VENDORS**

3 By signing the WIC Vendor Agreement, the vendor agrees to:

- 4 (1) Process WIC Program food instruments and cash-value vouchers in accordance with the terms of  
5 the WIC Vendor Agreement and 42 U.S.C. 1786, 7 C.F.R. 246.1-246.28, and the rules of this  
6 Subchapter;
- 7 (2) Accept WIC Program food instruments and cash-value vouchers in exchange for WIC supplemental  
8 foods. Supplemental foods are those foods that satisfy the requirements of 10A NCAC 43D .0501;
- 9 (3) Provide only the authorized supplemental foods listed on the printed food instrument, or authorized  
10 fruits and vegetables with a printed cash-value voucher. Determine the charges to the WIC Program  
11 and complete the "Pay Exactly" box on the printed food instrument, or printed cash-value voucher,  
12 as set forth in Item (4) of this Rule, prior to obtaining the signature of the WIC customer. When  
13 transacting EBT, the vendor shall provide to the WIC customer only the approved supplemental  
14 foods, fruits, and vegetables contained in the authorized product list (APL) after it has been  
15 determined that the WIC customer has an available balance on the date of the transaction. The WIC  
16 customer is not required to get all of the supplemental foods listed on the printed food instrument or  
17 the full dollar value of the printed cash-value voucher. However, a WIC customer may obtain more  
18 fruits and vegetables than the full dollar value of a cash-value voucher if the WIC customer pays  
19 the difference, as set forth in 7 C.F.R. 246.12(h)(3)(xi);
- 20 (4) Enter in the "Pay Exactly" box on the printed food instrument or printed cash-value voucher only  
21 the total amount of the current shelf prices, or less than the current shelf prices, for the supplemental  
22 food provided and shall not charge or collect sales taxes for the supplemental food provided.  
23 Vendors that utilize EBT shall only transmit the current shelf price of all WIC-approved  
24 supplemental foods purchased in the correct sizes, quantities, and the total dollar amount of all WIC-  
25 approved supplemental foods purchased in the EBT system;
- 26 (5) Charge no more for supplemental food provided to a WIC customer than to a non-WIC customer or  
27 no more than the current shelf price, whichever is less;
- 28 (6) Accept payment from the State WIC Program only up to the maximum price set by the State agency  
29 for each supplemental food within that vendor's peer group. The maximum price for each  
30 supplemental food shall be based on the maximum prices set by the State agency for each  
31 supplemental food, as described in Sub-item (4)(a) of Rule .0707 of this Section, listed on the food  
32 instrument. A request for payment submitted over the maximum price allowed by the State agency  
33 will only be paid up to the maximum price for that supplemental food;
- 34 (7) Accept payment from the State WIC Program only up to the full dollar value of the cash-value  
35 voucher;
- 36 (8) Not charge the State WIC Program more than the maximum price set by the State agency under  
37 Item (4)(a) of Rule .0707 of this Section for each supplemental food within the vendor's peer group;

- 1 (9) Provide to WIC customers infant formula, exempt infant formula, and WIC eligible nutritionals  
2 purchased only from the sources specified in Item (3) of Rule .0707 of this Section. Providing infant  
3 formula, exempt infant formula, or WIC eligible nutritionals that has not been purchased from the  
4 sources specified in Item (3) of Rule .0707 of this Section shall result in termination of the WIC  
5 Vendor Agreement;
- 6 (10) For free-standing pharmacies, provide only exempt infant formula and WIC-eligible nutritionals;
- 7 (11) Excluding free-standing pharmacies, redeem at least two thousand dollars (\$2,000) annually in WIC  
8 supplemental food sales. Failure to redeem at least two thousand dollars (\$2,000) annually in WIC  
9 supplemental food sales shall result in termination of the WIC Vendor Agreement. The store must  
10 wait 180 days to reapply for authorization;
- 11 (12) Accept WIC Program food instruments and cash-value vouchers only on or between the "First Date  
12 to Spend" and the "Last Date to Spend" dates;
- 13 (13) Prior to obtaining the WIC customer's signature on the printed food instrument and cash-value  
14 voucher, enter in the "Date Transacted" box the month, day, and year the WIC food instrument or  
15 cash-value voucher is exchanged for supplemental food;
- 16 (14) Ensure that the WIC customer signs the food instrument or cash-value voucher in the presence of  
17 the cashier. Vendors that utilize EBT shall ensure that a personal identification number (PIN) is used  
18 by the WIC customer to complete the EBT transaction in lieu of a signature;
- 19 (15) Ensure that the WIC customer enters the PIN to initiate the EBT transaction. The vendor shall not  
20 enter the PIN for the WIC customer;
- 21 (16) Refuse to transact any food instrument or cash-value voucher that has been altered;
- 22 (17) Not transact food instruments or cash-value vouchers in whole or in part for cash, credit,  
23 unauthorized foods, or non-food items;
- 24 (18) Not provide refunds or permit exchanges for authorized supplemental foods obtained with food  
25 instruments or cash-value vouchers, except for exchanges of an identical authorized supplemental  
26 food when the original authorized supplemental food is defective, spoiled, or has exceeded its "sell  
27 by," "best if used by," or other date limiting the sale or use of the food. An "identical authorized  
28 supplemental food" means the exact brand, type and size as the original authorized supplemental  
29 food obtained and returned by the WIC customer;
- 30 (19) Imprint the authorized WIC vendor stamp in the "Pay the Authorized WIC Vendor Stamped Here"  
31 box on the face of the printed food instrument or cash-value voucher to enable the vendor number  
32 to be read during the WIC Program's editing process;
- 33 (20) Imprint the vendor's bank deposit stamp or the vendor's name, address, and bank account number in  
34 the "Authorized WIC Vendor Stamp" box in the endorsement on the printed food instrument or  
35 cash-value voucher;
- 36 (21) Deposit WIC program printed food instruments and cash-value vouchers in the vendor's bank. All  
37 North Carolina WIC program printed food instruments and cash-value vouchers must be deposited

in the vendor's bank within 60 days of the "First Date to Spend" on the printed food instrument or cash-value voucher;

(22) Ensure that the authorized WIC vendor stamp is used only for the purpose and in the manner authorized by the Agreement and be responsible for the unauthorized use of the authorized WIC vendor stamp;

(23) Maintain storage of the authorized WIC vendor stamp so only the staff designated by the vendor owner or manager have access to the stamp and report loss of this stamp within two business days to the local WIC agency;

(24) Notify the local WIC agency of misuse (attempted or actual) of WIC Program food instruments or cash-value vouchers;

(25) Maintain a minimum inventory of supplemental foods in the store for purchase. Supplemental foods that are outside of the manufacturer's expiration date do not count towards meeting the minimum inventory requirement. The following items and sizes constitute the minimum inventory of supplemental foods for vendors in Peer Groups I through III of Item (1), vendors in Vendor Peer Groups I through IV of Item (2), and vendors in Vendor Peer Group IV of Item (3) of Rule .0706 of this Section:

Food Item	Type of Inventory	Quantities Required
Milk	Whole fluid: gallon	2 gallons
	-and- Skim/lowfat fluid: gallon	4-6 gallons
Cheese	1 pound package	2 packages
Cereals	2 types: whole grain (minimum package size 12 ounce)	6 packages total
Eggs	Grade A, large, white: 1 dozen size carton	2 dozen
Juices	Single strength: 48 ounce container	4 containers
	64 ounce container	4 containers
Dried Peas and Beans	1 pound package	2 packages
Peanut Butter	16 to 18 ounce container	2 containers
Tuna	5 to 6 ounce can	6 cans
Bread/Tortillas	16 ounce loaf of bread or package of tortillas	2 loaves or 2 packages OR 1 loaf and 1 package
Rice	14 to 16 ounce package	2 packages

Infant Cereal	8 ounce box	6 boxes
Infant Fruits and Vegetables	3.5 to 4 ounce container 1 type of fruit and 1 type of vegetable	64 ounces
Infant Formula	milk-based powder; 11.0 to 14.0 ounce -and- soy-based powder; 11.0 to 14.0 ounce Brands must be the primary contract infant formulas	8 cans  4 cans
Fruits	14 to 16 ounce can: 2 varieties	10 cans total
Vegetables (Excludes foods in Dried Peas and Beans category)	14 to 16 ounce can: 2 varieties	10 cans total

All vendors in Vendor Peer Groups I through III of Item (1), Peer Groups I through IV of Item (2), and Vendor Peer Groups IV and V of Item (3) of Rule .0706 of this Section shall supply milk, soy-based or lactose-free infant formula in 32 ounce ready-to-feed or lactose-free powder within 48 hours of request by the State or local WIC agency;

(26) Ensure that all supplemental foods in the store for purchase are within the manufacturer's expiration date;

(27) Permit the purchase of supplemental food without requiring other purchases;

(28) Comply with the following EBT provisions:

(a) Sign the WIC Vendor Agreement of the EBT Processor selected by the State WIC Program or a third-party processor that has been certified according to criteria established by the EBT Processor selected by the State WIC Program. Failure by a vendor to sign and retain a WIC Vendor Agreement with the State WIC Program's EBT Processor or a third-party processor that has been certified by the State WIC Program's EBT Processor shall result in termination of the WIC Vendor Agreement. Vendors shall notify the WIC Program within 24 hours of any periods of time during which they do not maintain an Agreement with the state WIC Program's EBT Processor or a third-party processor that has been certified by the State WIC Program's EBT Processor;

(b) Process EBT transactions in accordance with the terms of the North Carolina WIC Vendor Agreement, WIC Program State Rules, federal regulations, and statutes;

(c) Maintain Point of Sale (POS) terminals used to support the WIC Program in accordance with the minimum lane provisions of 7 C.F.R. 246.12(z)(2);

(d) Maintain a North Carolina EBT Processor certified in-store EBT system that is available for WIC redemption processing during all hours the store is open;

- 1 (e) Request the North Carolina EBT Processor re-certify its in-store system if the vendor alters  
2 or revises the system in any manner that impacts the EBT redemption or claims processing  
3 system after initial certification is completed;
- 4 (f) For vendors with integrated systems, obtain EBT card readers to support EBT transactions  
5 within their store(s). The vendor shall ensure that the EBT card readers they obtain meets  
6 all EBT and North Carolina EBT Processor requirements;
- 7 (g) Require an owner, manager or other authorized store representative to complete training  
8 on WIC EBT procedures. The vendor shall ensure that all cashiers and staff are fully trained  
9 on WIC EBT requirements, including training in the acceptance and processing of WIC  
10 EBT transactions;
- 11 (h) Require the WIC customer to approve the WIC transaction. Vendors shall ensure that the  
12 vendor's staff does not approve the WIC transactions for WIC customers under any  
13 circumstances;
- 14 (i) Release supplemental food to WIC customers when the transaction has been completed to  
15 include receipt of transaction approval by the EBT processing system, printing of the  
16 receipt, and updated balance of the WIC customer's account;
- 17 (j) Scan or manually enter Universal Product Codes (UPC) only from approved supplemental  
18 foods being purchased by the WIC customer in the types, sizes and quantities available on  
19 the WIC customer's EBT account. The vendor shall not scan codes from UPC codebooks  
20 or reference sheets;
- 21 (k) Return any EBT card found on the vendor's property and unclaimed for 24 hours to the  
22 WIC Program. The vendor shall not hold or use a WIC customer's EBT card and PIN for  
23 any purpose whatsoever;
- 24 (l) Connect the vendor's in-store system for each outlet covered by the WIC Vendor agreement  
25 to the State's WIC EBT system at least once each 24-hour period to download  
26 reconciliation files and the WIC Authorized Product UPC/Product Look-Up (PLU) list.
- 27 (29) Attend, or cause a manager or other authorized store representative to attend, annual vendor training  
28 upon notification by the local WIC agency. Failure to attend annual vendor training by September  
29 30 of each year shall result in termination of the WIC Vendor Agreement;
- 30 (30) Inform and train vendor's cashiers and other staff on WIC Program requirements;
- 31 (31) Be accountable for the actions of its owners, officers, managers, agents, and employees who commit  
32 vendor violations;
- 33 (32) Allow monitoring and inspection by State and local WIC Program staff of the store premises and  
34 procedures to ensure compliance with the agreement and State, and federal WIC Program rules,  
35 regulations, and applicable law. This includes providing access to all program-related records,  
36 including access to all WIC food instruments and cash-value vouchers at the store; vendor records  
37 pertinent to the purchase and sale of WIC supplemental foods, including invoices, receipts, copies

1 of purchase orders, and any other proofs of purchase; federal and state corporate and individual  
2 income tax and sales and use tax returns and all records pertinent to these returns; and books and  
3 records of all financial and business transactions. These records must be retained by the vendor for  
4 a period of three years or until any audit pertaining to these records is resolved, whichever is later.  
5 Notwithstanding any other provision of this Rule and Rules .0707 and .0710 of this Section, failure  
6 or inability to provide these records for an inventory audit or providing false records for an inventory  
7 audit shall be deemed a violation of 7 C.F.R. 246.12(l)(1)(iii)(B) and Subparagraph (a)(1) of Rule  
8 .0710 of this Section. Invoices, receipts, purchase orders, and any other proofs of purchase for WIC  
9 supplemental foods shall include:

- 10 (a) the name of the seller and be prepared entirely by the seller without alteration by the vendor  
11 or on the seller's business letterhead;
  - 12 (b) the date of purchase and the date the authorized vendor received the WIC supplemental  
13 food at the store if different from the date of purchase; and
  - 14 (c) a description of each WIC supplemental food item purchased, including brand name, unit  
15 size, type or form, and quantity;
- 16 (33) Maintain a record of all SNAP-eligible food sales and provide to the State agency upon request a  
17 statement of the total amount of revenue derived from SNAP-eligible food sales and written  
18 documentation to support the amount of sales claimed by the vendor, such as sales records, financial  
19 statements, reports, tax documents or other verifiable documentation;
- 20 (34) Submit a current completed WIC Price List when signing this agreement, and by April 1 and October  
21 1 of each year. The vendor also agrees to submit a WIC Price List within two weeks of any written  
22 request by the State or local WIC agency;
- 23 (35) Reimburse the state agency in full or agree to a repayment schedule with the state agency within 30  
24 days of written notification of a claim assessed due to a vendor violation that affects payment to the  
25 vendor or a claim assessed due to the unauthorized use of the WIC vendor stamp. Failure to  
26 reimburse the State agency in full or agree to a repayment schedule within 30 days of written  
27 notification of a claim shall result in termination of the WIC Vendor Agreement. The state agency  
28 shall deny payment or assess a claim in the amount of the full purchase price of each food instrument  
29 or cash-value voucher invalid under Subparagraphs (a)(2), (a)(5), (a)(6) or (a)(7) of Rule .0704 of  
30 this Section. Denial of payment by the State agency or payment of a claim by the vendor for a vendor  
31 violation(s) shall not absolve the vendor of the violation(s). The vendor shall also be subject to any  
32 vendor sanctions authorized under Rule .0710 of this Section for the vendor violation(s);
- 33 (36) Not seek restitution from the WIC customer for reimbursement paid by the vendor to the State  
34 agency or for WIC food instruments or cash-value vouchers not paid or partially paid by the state  
35 agency. Additionally, the vendor shall not charge the WIC customer for authorized supplemental  
36 foods obtained with food instruments or cash-value vouchers;

- 1 (37) Not contact a WIC customer outside the store regarding the transaction or redemption of WIC food  
2 instruments or cash-value vouchers;
- 3 (38) Notify the local WIC agency in writing at least 30 days prior to a change of ownership, change in  
4 store location, cessation of operations, or withdrawal from the WIC Program. Change of ownership,  
5 change in store location of more than three miles from the store's previous location, cessation of  
6 operations, withdrawal from the WIC Program, or disqualification from the WIC Program shall  
7 result in termination of the WIC Vendor Agreement by the State agency. Change of ownership,  
8 change in store location, ceasing operations, withdrawal from the WIC Program, or nonrenewal of  
9 the WIC Vendor Agreement shall not stop a disqualification period applicable to the store;
- 10 (39) Return the authorized WIC vendor stamp to the local WIC agency upon termination of the WIC  
11 Vendor Agreement or disqualification from the WIC Program;
- 12 (40) Not discriminate on the basis of WIC participation, such as failing to offer WIC customers the same  
13 courtesies, as set forth in 7 C.F.R. 246.12(g)(3)(iii), offered to other customers or requiring separate  
14 WIC lines;
- 15 (41) Reapply to continue to be authorized beyond the period of its current WIC Vendor Agreement.  
16 Additionally, a store shall reapply to become authorized following the expiration of a  
17 disqualification period or termination of the Agreement. In all cases, the vendor applicant is subject  
18 to the vendor peer group criteria of Rule .0706 of this Section and the vendor selection criteria of  
19 Rule .0707 of this Section; and
- 20 (42) Comply with all the requirements for vendor applicants of Items (3), (4), and (7) through (17), and  
21 (19) of Rule .0707 of this Section throughout the term of authorization. The State agency may  
22 reassess a vendor at any time during the vendor's period of authorization to determine compliance  
23 with these requirements. The State agency shall terminate the WIC Vendor Agreement of any  
24 vendor that fails to comply with Items (3), (4), (8), (9), (10), (11), (12), (13), (14), (16), (17), or (19)  
25 of Rule .0707 of this Section during the vendor's period of authorization, and terminate the  
26 agreement of or sanction or both any vendor that fails to comply with Items (7), (15), (17), or (19)  
27 of Rule .0707 of this Section during the vendor's period of authorization.

28  
29 *History Note: Authority G.S. 130A-361; 7 C.F.R. 246; 42 U.S.C. 1786;*  
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