

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

2
3 **10A NCAC 43D .0708 AUTHORIZED VENDORS**

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

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

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

- 1 ~~(20)~~ Imprint the vendor's bank deposit stamp or the vendor's name, address, and bank account number in
2 the "Authorized WIC Vendor Stamp" box in the endorsement on the printed food instrument or
3 cash value voucher;
- 4 ~~(21)~~ Deposit WIC program printed food instruments and cash value vouchers in the vendor's bank. All
5 North Carolina WIC program printed food instruments and cash value vouchers must be deposited
6 in the vendor's bank within 60 days of the "First Date to Spend" on the printed food instrument or
7 cash value voucher;
- 8 ~~(22)~~ Ensure that the authorized WIC vendor stamp is used only for the purpose and in the manner
9 authorized by the Agreement and be responsible for the unauthorized use of the authorized WIC
10 vendor stamp;
- 11 ~~(23)~~ Maintain storage of the authorized WIC vendor stamp so only the staff designated by the vendor
12 owner or manager have access to the stamp and report loss of this stamp within two business days
13 to the local WIC agency;
- 14 ~~(24)~~(16) Notify the local WIC agency of misuse (attempted or actual) of WIC Program food instruments or
15 cash value vouchers; benefits;
- 16 ~~(25)~~(17) Maintain a minimum inventory of supplemental foods in the store for purchase. Supplemental foods
17 that are outside of the manufacturer's expiration date do not count towards meeting the minimum
18 inventory requirement. Free-standing pharmacies are not required to maintain a minimum inventory
19 of supplemental foods. The following items and sizes constitute the minimum inventory of
20 supplemental foods for vendors in Peer Groups I through III of Item (1), vendors in Vendor Peer
21 Groups I through IV of Item (2), and vendors in Vendor Peer Group IV of Item (3) of Rule .0706 of
22 this Section; vendors;

Food Item	Type of Inventory	Quantities Required
Milk	Whole fluid: gallon	2 gallons
	-and- Skim/lowfat fluid: gallon	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	8 cans
	-and- soy-based powder; 11.0 to 14.0 ounce	4 cans
Brands must be the primary contract infant formulas		
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

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

6 ~~(26)~~(18) Ensure that all supplemental foods in the store for purchase are within the manufacturer's expiration
7 date;

8 ~~(27)~~(19) Permit the purchase of supplemental food without requiring other purchases;

9 ~~(28)~~(20) Comply with the following EBT provisions:

- 10 (a) Sign the WIC Vendor Agreement of the EBT Processor selected by the State WIC Program
11 or a third-party processor that has been certified according to criteria established by the
12 EBT Processor selected by the State WIC Program. Failure by a vendor to sign and retain
13 a WIC Vendor Agreement with the State WIC Program's EBT Processor or a third-party
14 processor that has been certified by the State WIC Program's EBT Processor shall result in
15 termination of the WIC Vendor Agreement. Vendors shall notify the WIC Program within
16 24 hours of any periods of time during which they do not maintain an Agreement with the

- 1 State WIC Program's EBT Processor or a third-party processor that has been certified by
2 the State WIC Program's EBT Processor;
- 3 (b) Process EBT transactions in accordance with the terms of the North Carolina WIC Vendor
4 Agreement, WIC Program State Rules, federal regulations, and statutes;
- 5 (c) Maintain Point of Sale (POS) terminals used to support the WIC Program in accordance
6 with the minimum lane provisions of 7 C.F.R. 246.12(z)(2);
- 7 (d) Maintain a North Carolina EBT Processor certified in-store EBT system that is available
8 for WIC redemption processing during all hours the store is open;
- 9 (e) Request the North Carolina EBT Processor re-certify its in-store system if the vendor alters
10 or revises the system in any manner that impacts the EBT redemption or claims processing
11 system after initial certification is completed;
- 12 (f) For vendors with integrated systems, obtain EBT card readers to support EBT transactions
13 within their store(s). The vendor shall ensure that the EBT card readers they obtain meets
14 all EBT and North Carolina EBT Processor requirements;
- 15 (g) Require an owner, manager or other authorized store representative to complete training
16 on WIC EBT procedures. The vendor shall ensure that all cashiers and staff are fully trained
17 on WIC EBT requirements, including training in the acceptance and processing of WIC
18 EBT transactions;
- 19 (h) Require the WIC customer to approve the WIC transaction. Vendors shall ensure that the
20 vendor's staff does not approve the WIC transactions for WIC customers under any
21 circumstances;
- 22 (i) Release supplemental food to WIC customers when the transaction has been completed to
23 include receipt of transaction approval by the EBT processing system, printing of the
24 receipt, and updated balance of the WIC customer's account;
- 25 (j) Scan or manually enter Universal Product Codes (UPC) only from approved supplemental
26 foods being purchased by the WIC customer in the types, sizes and quantities available on
27 the WIC customer's EBT account. The vendor shall not scan codes from UPC codebooks
28 or reference sheets;
- 29 (k) Return any EBT card found on the vendor's property and unclaimed for 24 hours to the
30 WIC Program. The vendor shall not hold or use a WIC customer's EBT card and PIN for
31 any purpose whatsoever;
- 32 (l) Connect the vendor's in-store system for each outlet covered by the WIC Vendor agreement
33 to the State's WIC EBT system at least once each 24-hour period to download
34 reconciliation files and the WIC Authorized Product UPC/Product Look-Up (PLU) list.
- 35 ~~(29)~~(21) Attend, or cause a manager or other authorized store representative to attend, annual vendor training
36 upon notification by the local WIC agency. Failure to attend annual vendor training by September
37 30 of each year shall result in termination of the WIC Vendor Agreement;

- 1 ~~(30)~~(22) Inform and train vendor's cashiers and other staff on WIC Program requirements;
- 2 ~~(31)~~(23) Be accountable for the actions of its owners, officers, managers, agents, and employees who commit
- 3 vendor violations;
- 4 ~~(32)~~(24) Allow monitoring and inspection by State and local WIC Program staff of the store premises and
- 5 procedures to ensure compliance with the agreement and State, and federal WIC Program rules,
- 6 regulations, and applicable law. This includes providing access to all program-related records,
- 7 including access to all WIC food instruments and cash-value vouchers at the store; vendor records
- 8 pertinent to the purchase and sale of WIC supplemental foods, including invoices, receipts, copies
- 9 of purchase orders, and any other proofs of purchase; federal and state corporate and individual
- 10 income tax and sales and use tax returns and all records pertinent to these returns; and books and
- 11 records of all financial and business transactions. These records must be retained by the vendor for
- 12 a period of three years or until any audit pertaining to these records is resolved, whichever is later.
- 13 Notwithstanding any other provision of this Rule and Rules .0707 and .0710 of this Section, failure
- 14 or inability to provide these records for an inventory audit or providing false records for an inventory
- 15 audit shall be deemed a violation of 7 C.F.R. 246.12(l)(1)(iii)(B) and Subparagraph (a)(1) of Rule
- 16 .0710 of this Section. Invoices, receipts, purchase orders, and any other proofs of purchase for WIC
- 17 supplemental foods shall include:
- 18 (a) the name of the seller and be prepared entirely by the seller without alteration by the vendor
- 19 or on the seller's business letterhead;
- 20 (b) the date of purchase and the date the authorized vendor received the WIC supplemental
- 21 food at the store if different from the date of purchase; and
- 22 (c) a description of each WIC supplemental food item purchased, including brand name, unit
- 23 size, type or form, and quantity;
- 24 ~~(33)~~(25) Maintain a record of all SNAP-eligible food sales and provide to the State agency upon request a
- 25 statement of the total amount of revenue derived from SNAP-eligible food sales and written
- 26 documentation to support the amount of sales claimed by the vendor, such as sales records, financial
- 27 statements, reports, tax documents or other verifiable documentation;
- 28 ~~(34)~~(26) Submit a current completed WIC Price List when signing this agreement, and ~~by April 1 and October~~
- 29 ~~1 of each year. The vendor also agrees to submit a WIC Price List~~ within two weeks of any written
- 30 request by the State or local WIC agency;
- 31 ~~(35)~~(27) Reimburse the State agency in full or agree to a repayment schedule with the State agency within
- 32 30 days of written notification of a claim assessed due to a vendor violation that affects payment to
- 33 the ~~vendor or a claim assessed due to the unauthorized use of the WIC vendor stamp~~ vendor. Failure
- 34 to reimburse the State agency in full or agree to a repayment schedule within 30 days of written
- 35 notification of a claim shall result in termination of the WIC Vendor Agreement. ~~The State agency~~
- 36 ~~shall deny payment or assess a claim in the amount of the full purchase price of each food instrument~~
- 37 ~~or cash value voucher invalid under Subparagraphs (a)(2), (a)(5), (a)(6) or (a)(7) of Rule .0704 of~~

1 ~~this Section. Denial of payment by the State agency or payment~~ Payment of a claim by the vendor
2 for a vendor violation(s) shall not absolve the vendor of the violation(s). The vendor shall also be
3 subject to any vendor sanctions authorized under Rule .0710 of this Section for the vendor
4 violation(s);

5 ~~(36)(28)~~ Not seek restitution from the WIC customer for reimbursement paid by the vendor to the State
6 agency or for WIC food ~~instruments or cash value vouchers~~ benefits not paid or partially paid by
7 the State agency. Additionally, the vendor shall not charge the WIC customer for authorized
8 supplemental foods obtained with food ~~instruments or cash value vouchers~~; benefits;

9 ~~(37)(29)~~ Not contact a WIC customer outside the store regarding the transaction or redemption of WIC food
10 ~~instruments or cash value vouchers~~; benefits;

11 ~~(38)(30)~~ Notify the local WIC agency in writing at least 30 days prior to a change of ownership, change in
12 store location, cessation of operations, or withdrawal from the WIC Program. Change of ownership,
13 change in store location of more than three miles from the store's previous location, cessation of
14 operations, withdrawal from the WIC Program, or disqualification from the WIC Program shall
15 result in termination of the WIC Vendor Agreement by the State agency. Change of ownership,
16 change in store location, ceasing operations, withdrawal from the WIC Program, or nonrenewal of
17 the WIC Vendor Agreement shall not stop a disqualification period applicable to the store;

18 ~~(39)~~ ~~Return the authorized WIC vendor stamp to the local WIC agency upon termination of the WIC~~
19 ~~Vendor Agreement or disqualification from the WIC Program;~~

20 ~~(40)(31)~~ Not discriminate on the basis of WIC participation, such as failing to offer WIC customers the same
21 courtesies, as set forth in 7 C.F.R. 246.12(g)(3)(iii), offered to other customers or requiring separate
22 WIC lines;

23 ~~(41)(32)~~ Reapply to continue to be authorized beyond the period of its current WIC Vendor Agreement.
24 Additionally, a store shall reapply to become authorized following the expiration of a
25 disqualification period or termination of the Agreement. In all cases, the vendor applicant is subject
26 to the vendor peer group criteria ~~of Rule .0706 of this Section~~ set forth in 7 CFR 246.12(g)(4), 7
27 CFR 246.12(h)(3), and the vendor selection criteria of Rule .0707 of this Section; and

28 ~~(42)(33)~~ Comply with all the requirements for vendor applicants of Items (3), (4), and (7) through (17), and
29 (19) of Rule .0707 of this Section throughout the term of authorization. The State agency may
30 reassess a vendor at any time during the vendor's period of authorization to determine compliance
31 with these requirements. The State agency shall terminate the WIC Vendor Agreement of any
32 vendor that fails to comply with Items (3), (4), (8), (9), (10), (11), (12), (13), (14), (16), (17), or (19)
33 of Rule .0707 of this Section during the vendor's period of authorization, and terminate the
34 agreement of or sanction or both any vendor that fails to comply with Items (7), (15), (17), or (19)
35 of Rule .0707 of this Section during the vendor's period of authorization.

36
37 *History Note: Authority G.S. 130A-361; 7 C.F.R. 246; 42 U.S.C. 1786;*

1 *Eff. March 1, 2013;*
2 *Amended Eff. October 1, 2017;*
3 *Pursuant to G.S. 150B-21.3A, rule is necessary without substantive public interest Eff. December*
4 *23, 2017;*
5 *Amended Eff. January 1, 2020; July 1, 2018.*