

**MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES  
WIC AND NUTRITION SERVICES**

**WIC PROGRAM  
RETAILER  
APPLICATION PACKET**

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# Overview of the Missouri WIC Program

The Missouri Department of Health and Senior Services, WIC and Nutrition Services (WICNS) appreciates your interest in becoming an authorized retail store with the Special Supplemental Nutrition Program for Women, Infants and Children (WIC).

The enrollment application packet provides an overview of the Missouri WIC Program as well as specific instructions for completing the enclosed application.

## General Information

**What is WIC?** WIC is a supplemental nutrition program for pregnant, breastfeeding, postpartum women, infants, and children up to their fifth birthday. Eligibility is based on income guidelines and nutritional risk as determined by qualified health professionals.

In order to prevent the occurrence of health problems, WIC Program participants are provided with foods high in iron, protein, calcium and vitamins A, B6, C, D, zinc and folate.

In addition to receiving prescribed supplemental foods, participants in the WIC Program receive dietary counseling, nutrition education, breastfeeding promotion and support and when appropriate, referrals to meet their needs.

The Missouri Department of Health and Senior Services (DHSS) administers the WIC Program in Missouri through contracts with city or county health departments, primary health care centers or other not-for-profit agencies (local WIC providers).

The WIC Program is funded and administered at the federal level by the United States Department of Agriculture (USDA), Food and Nutrition Service.

## The Retailer's Role

**Redeeming WIC Checks** The WIC Program is a major purchaser in the Missouri retail grocery system. Almost \$100,000,000 of food is purchased annually.

A local WIC provider issues the WIC participant WIC checks. The participant exchanges the WIC check at any WIC authorized grocery store or pharmacy within the state of Missouri for only those food items prescribed on the face of the WIC check.

The WIC checks are processed through the State's contracted WIC banking service.

The Vendor shall comply with the nondiscrimination provisions of Departmental regulations (7 CFR parts 15, 15a, and 15b). No person shall be subject to discrimination on the basis of race, color, national origin, sex, age, or disability. The Vendor shall comply with the nondiscrimination provisions of Governors Executive Order #87-6 and all other State laws. No person shall be subject to discrimination on the basis of religion or political affiliation.

## Application Information

Please read all of the information contained in the application packet. All applications **MUST** be complete and all supporting documentation **MUST** be submitted with the application in order to accurately assess the eligibility of each retail store for a WIC Vendor Agreement.

Incomplete applications will not be considered for Missouri WIC redemption authorization. Applicants who have submitted an incomplete application will be notified by letter regarding what is missing from the application. Only one (1) notice of missing documentation will be sent.

Once notified of an incomplete application, the applicant must submit the missing information to the state WIC office within **thirty (30) days from the postmarked date of the returned application. Applicants who fail to return the missing information within the 30-day deadline will be required to complete a new application and resubmit it to the state WIC office.**

**Enrollment:** The Department may accept applications anytime during the agreement period. A standard agreement period is three (3) years. Agreements may be issued throughout the current agreement period with all agreements expiring on the same date. However, the Department reserves the right not to accept any new applications during the last one hundred and twenty (120) days of the current agreement period.

**Renewals:** The Department will notify all authorized retailers in good standing, prior to the expiration of the current agreement period, and mail each an authorization application. Authorization applications must be returned to the Department in the specified time period. The applicant store is responsible for returning the application in such a manner that the authorized retailer obtains evidence of receipt by the Department.

**Incomplete Applications:** Incomplete applications will be returned one time only to the applicant for completion. Incomplete applications returned to the applicant must be completed and re-submitted to the Department within thirty (30) days from the postmarked date of the returned application. Applicants who fail to return a completed application will not be considered for authorization

**Complete Applications:** All completed applications received by the Department will be reviewed. The Department will notify applicants within sixty (60) days from receipt of the completed application, whether or not the application was approved.

**Denied Applications:** In the event an application is denied or an applicant fails to submit the required information (incomplete application), the WIC program requires a 180-calendar day period before the applicant can reapply.

**Retailer Applicants:** All owners, operators and managers of retail grocery stores and pharmacies that are making application to the program 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.

**Agreements:** After an application has been considered complete by the Department, an onsite visit will be scheduled for review of the retailer's stocking, store cleanliness, and to verify eligible WIC items are indicated appropriately. After a successful visit, the retail applicant will be issued

an agreement for participation in the Missouri WIC program.

**Issuing** The Department is not required to issue an agreement to an applicant, a previous  
**Agreements:** authorized retailer whose agreement has expired or an applicant who is purchasing a store that is currently authorized. It is at the sole discretion of the Department whether an agreement will be issued. Pharmacies will only be considered for authorization in areas where there is an insufficient number of Full Service Grocery Stores with Pharmacies available to service WIC participant's needs. This determination is to be made solely by the Department.

## Authorization Process

Each retail store applying for WIC authorization must complete a six (6) phase process prior to being authorized as a WIC retailer.

- Phase One:** Retailer applicants must complete and submit all the required application forms to the State WIC office. All information **MUST** be complete. Any incomplete and/or unsigned documents will **NOT** be accepted. Please assure required signatures are obtained on all forms and send the completed application to the **Department of Health and Senior Services, Bureau of WIC & Nutrition Services, P. O. Box 570, Jefferson City, MO 65102**
- Phase Two:** The application will be reviewed for completeness. Applicants will be notified by letter of missing, incomplete or unsigned documents.
- The state WIC office has **sixty (60) days from receipt of the completed application** (and supporting documentation) to review and determine if the store qualifies for the program.
- Phase Three:** If all required information meets the selection criteria and the application is approved, the Department then conducts an on-site visit to verify the information provided in the application is accurate. The on-site inspection verifies whether or not the store meets all the WIC program's selection criteria. If the retail grocery store does not meet the minimum stocking requirements, another on-site visit will be performed to ensure the stocking levels are met. **NO agreement will be awarded prior to the visit and no agreement will be issued until the retail grocery store meets the required stocking levels.** The Department does not guarantee an agreement will be offered after the on-site visit.
- Phase Four:** The agreement will be sent for applicant's signature and returned to the Department for further processing. When the agreement with the applicant's signature is received it will be processed for Department signatures. **This period may take up to two (2) to three (3) weeks.**
- Phase Five:** Store owners, store managers, and/or store training staff will be required to attend a new Vendor training session. **New Vendor training will only be held in Jefferson City, Missouri.** Failure to attend this training will delay the start of the agreement. **NOTE: Phases four (4) and five (5) may occur simultaneously.**
- Phase Six:** The agreement will be in effect when all signatures have been obtained, training has been received, the store has received the Vendor identification stamps, and the store is notified of the date it may begin to accept WIC checks. The applicant is not allowed to accept WIC checks until a fully executed agreement is in place. Any applicant found to be accepting WIC checks prior to having a fully executed agreement will not receive an agreement.

## Retail Store Food Price and Stocking List

Each applicant must complete and return the Food Price and Stocking List with the Vendor Authorization Application. Stores must list the current shelf (not sale) prices of all WIC approved foods the store currently has in stock.

Stores must list the quantity in stock of all WIC approved foods in the store. **Do not substitute prices or quantities of any items or sizes if different from those listed.** If you do not stock a food item or size listed on the Food Price and Stocking List, place an “NA” on that line.

It is important that stores report any and all approved products available at the store, as the stores will also be evaluated on the variety and selection of approved foods. The person completing the food price list must sign and date it where indicated.

Caution: Applicants must stock the minimum varieties and quantities for each food category listed on the pages to follow at the time of the pre-agreement on-site visit.

Retailer applicants must be fully stocked and meet the WIC Approved Food and Full Service Grocery Store minimum stocking requirements before a WIC Vendor Agreement can be issued.

### Selection Criteria

#### General Criteria

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

The Department may reassess an authorized retailer at any time during the agreement period. The Department will terminate the agreement if the retailer fails to comply with the current selection criteria. The Department reserves the right to make exceptions to the selection criteria to address inadequate participant access.

#### Defining Who is a Retailer Applicant

Retailer applicants must be either a full service grocery store or a pharmacy located within the state of Missouri. Full service grocery stores must stock, at a minimum, all of the following food groups: canned, fresh and frozen fruits and vegetables, fresh and frozen meats and poultry (luncheon meats and deli meats do not qualify), canned fish, dairy products, cereals, breadstuffs, infant foods and infant formula, in order to qualify.

As a WIC authorized full service grocery store the retailer is not allowed to set aside a section or a room within the authorized store for the sole purpose of selling WIC Only foods. The authorized retailer shall not have any registers set up solely to perform WIC transactions nor charge prices for WIC approved foods that exceed the prices paid by other non-WIC shoppers. Any violation of this provision will result in the immediate termination of the retailer's agreement.

Retailer applicants may only be authorized to accept WIC checks in Missouri. A retailer with authorized stores in Missouri may not be co-authorized by other WIC programs outside of Missouri borders. Missouri requires total jurisdictional authority with its authorized retailers. Other states' WIC agreements with Missouri WIC authorized retailers are in conflict with the above requirement.

Full service grocery stores that include an on-site pharmacy, must own the pharmacy in order to accept WIC checks for special formula. If a pharmacy is not owned by the store, the pharmacy must submit a separate retailer application and complete the application process to be authorized to accept WIC checks. Pharmacies shall provide only special non-contract formulas. Any stores that stock and sell only WIC approved foods are not eligible for authorization as an approved Missouri WIC Retailer.

**Minimum  
Quantity  
For Food Groups**

To be considered a full service grocery store in Missouri a retail store must meet the following stocking requirements:

1. **\*\*Fresh Vegetables:** Minimum of at least five (5) varieties of vegetables listed. Choices **may** include bell peppers, broccoli, cabbage, carrots, cauliflower, celery, corn, cucumbers, eggplant, green beans, lettuce, mushrooms, onions, potatoes, radishes, squash, sweet potatoes, tomatoes, turnips, or zucchini.
2. **\*\*Fresh Fruits:** Minimum of at least five (5) varieties of fruits. Choices **may** include apples, apricots, bananas, berries, cantaloupe, lemons, limes, melons, oranges, pears, peaches, plums, pineapple, grapes or grapefruits.
3. **\*\*Frozen Vegetables:** Minimum of at least three (3) varieties of frozen vegetables. Choices **may** include broccoli, brussel sprouts, carrots, cauliflower, corn, green beans, mixed vegetables, onions, peas, peppers or spinach.
4. **\*\*Frozen Fruits:** Minimum of two (2) varieties of frozen fruits. Choices **may** include strawberries (sliced or whole), peaches, blueberries, mixed fruit, blackberries, raspberries, pineapple, fruit medley or mixed berries.
5. **Fresh and Frozen Meats and Poultry:** Minimum of three (3) varieties each of beef, poultry, pork or lamb. Beef, poultry, pork or lamb may be a combination of fresh and frozen. Deli style meats and sausages do not apply.
6. **Canned Fruits:** Minimum of three (3) varieties of canned fruits. Choices **may** include peaches, pears, pineapple, mixed fruit or fruit cocktail.
7. **Canned Vegetables:** Minimum of three (3) varieties of canned vegetables. Choices **may** include asparagus, beets, carrots, corn, peas, green beans, mixed vegetables, spinach or other beans.
8. **\*\*Canned Fish:** Minimum of two (2) varieties of fish. Choices include salmon, sardines or tuna.
9. **\*\*Breadstuffs:** Minimum of at least two (2) varieties and/or brands of bread.
10. **\*\*Dairy products, cheese, cereals, juices, infant formula, and other WIC approved foods must meet minimums required in Section VI of the WIC Vendor Manual.**

**\*\*The minimum stocking requirements for WIC approved foods are located on page 18.**

**Business Hours**

The Vendor applicant must be open a minimum of six (6) days per week between 9:00 a.m. and 6:00 p.m. daily. Store hours must be posted.

**Business Integrity**

The Department will consider business integrity when determining eligibility for selection as a Vendor. Activities indicating a lack of business integrity include, but are not limited to the following:

- Fraud;
- Antitrust violation;
- Embezzlement, theft, or forgery;
- Bribery;
- Falsification or destruction of records;
- Making false statements or claims;
- Receiving stolen property;
- Obstruction of justice;
- Arson;
- Conspiracy; or
- Official records of removal from any federal, state or local programs; or
- Current or former employment in a position of responsibility with a previously or currently authorized vendor determined to be a high-risk vendor by the Department; or
- Other evidence reflecting on the business integrity and reputation of the applicant.

The Department will not have an agreement with any Vendor/applicant that has been disqualified from an USDA Food and Nutrition Services (FNS) program during the last six (6) years or if any of the Vendor applicant's current owners, officers, or managers have a civil judgment entered against them for, or have been convicted of any activity indicating a lack of business integrity. The Department shall determine which offenses apply.

Upon request by the Department, the applicant must submit an original Highway Patrol Background Check to verify criminal record history. The cost for a background check is \$9.00 to \$20.00 and the Vendor applicant is responsible for paying the fee. The applicant may be required to be fingerprinted in order to complete the background check. The original Highway Patrol Background check is to have been processed within the past sixty (60) days to be considered valid.

The Vendor applicant must have and maintain a positive compliance history with any and all FNS programs, if currently or formerly a Vendor for those programs.

**Conflict of Interest**

The Vendor applicant must be free of any conflict of interest, as defined by applicable State laws, regulations and policies, between the store and the Department or its contracted providers. Conflict of interest includes any activities which would tend to influence a decision, create a bias or prejudice which would favor one side or the other in conflict with the Department or contracted local WIC providers employee's duties, or which conflict with the accomplishment of the Department's mission or goals.

Local WIC Providers may not serve as approved retailers for participants. They may not lease out building space to a perspective WIC authorized retailer. This would be considered allowing a retailer preferential treatment and restricting freedom of choice.

Examples are as follows:

- Solicitation or other influence for personal reasons or benefits.
- Personal relationships, either of an intimate or financial nature.
- Ownership or significant financial interest in a private business, including family member(s) within the fourth degree.
- Membership in or serve as a board member of any association or corporation participating in a program regulated or operated by the Department, such as a member of a county board of health.

The Department will terminate the WIC Vendor Agreement if the Department identifies a conflict of interest, as defined by applicable State laws, regulations, and policies, between the retailer and the Department or local WIC providers.

## **Business Stability**

The retailer applicant must be an established business, open to the public for at least one (1) year in the current location under the new ownership or must own and operate at least one (1) currently authorized WIC retailer store that is in good standing in Missouri. The retailer applicant must provide proof of ownership of all currently owned businesses. Such documentation may include stock purchase documents and/or deed of ownership. Please note that consultant positions are not considered ownership. The Department can waive this condition for a current retailer in good standing that is adding an additional location. Please note that the purchase of an existing authorized store does not negate this requirement. All new owner(s) and retailer applicants must meet this criterion.

The store name on the application must be the same name as registered with the Secretary of State or the owner's full name must appear in the store's name, i.e. John Doe's Grocery. Stores using fictitious names or names other than the owner's full name must be registered with the Secretary of State's office. If registered as a foreign corporation (incorporated in a state other than Missouri) the owner must identify the state in which the corporation is registered.

Retailer applicants are required to submit their previous work history to identify any previous grocery experience. All ownership in previous grocery operations must include the address(s) of the stores owned or where employed and whether the store(s) were authorized to accept WIC and/or Supplemental Nutrition Assistance Program (SNAP), formerly the food stamp program.

Ownership and/or management of grocery operations within Missouri or other states may be given consideration in meeting this criterion. For the purpose of this criterion ownership is defined as a person who holds at least ten (10) percent interest, which may be stock or other forms of security, in the grocery operation that includes, but is not limited to, the inventory, equipment property, building and/or responsibility for leasing equipment, property and building in order to maintain the full service grocery operation.

For situations where the corporation is selling the stock of a store to the employees, the Department will consider the work history, relating to the grocery industry, of the new ownership in determining whether the business stability criterion has been met. The WIC Vendor Agreement authorization is at the sole discretion of the Department. On a case by case basis WICNS will review the following circumstance: An existing store is sold to a new ownership and those owners do not have any current or previous grocery experience. Consideration may be given if the previous owners or management have agreed to continue to work with/or for the new ownership and have a signed agreement to continue to assist in operating the store for a period of not less than six (6) months. The previous experience of the owners and/or management will be considered. However, if the store and the previous ownership or management has a history of non-compliance then no consideration will be given.

In the event the Department determines an agreement will be issued it will be for a one (1) year probationary period. This is at the sole discretion of the Department. This probationary agreement may be renewed at the discretion of the Department for an additional one-year period. The Department is not under any requirement to renew this probationary agreement when it expires.

During this probationary agreement period the store will be subject to at least quarterly unannounced on-site monitoring, covert buys and receipt audits to ensure the store is in compliance. The Department at its discretion may perform additional monitoring visits. During this period if the new ownership and store are found to be out of compliance during two (2) of the monitoring reviews the agreement will be terminated in writing.

## **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 retail vendors are exceeding the state price for the peer group they are in. The retail prices for WIC approved foods must not be greater than the Department's allowable variance from the statewide average prices. Prices of all WIC approved foods must be posted on the shelves or on the products.

**Current Retailers:** Current retailers will be placed in the pricing peer groups indicated below. On a quarterly basis, each retailer will have their prices reviewed using the average WIC food prices established for each peer group. The average WIC food prices will be calculated based on the prices submitted by the retailer on the Quarterly Food Price Survey.

Any retailer with WIC food prices that are more than ten (10) percent over the average price for the peer group food will be placed on the high-risk vendor list. Immediate action will be taken in the form of an on-site monitoring to confirm food prices and to check for any additional areas of non-compliance. Retailers will be required to reduce prices to conform with peer group pricing within thirty (30) days of notification or may be removed from the program.

**New Retailer Applicants:** For retailer applicants, each applicant's food prices will be used in the pricing peer group process. The retailer applicant will initially be placed within Peer Group II, unless the new applicant is a member of a grocery store chain or a discount grocer, in which case they will be placed into Peer Group III or

IV. The new retailer will remain in this peer group for the first six (6) months. After six (6) months the retailer will have its peer grouping status re-evaluated. Using an extrapolation of the monthly average of the retailer's WIC sales, WICNS will determine whether the retailer's current peer grouping needed to be changed.

If the retailer applicant's store prices for WIC foods are more than ten (10) percent over the average price for the peer group or the State's maximum food price limit for the identified food packages, the application will not be approved. The applicant will be informed that they have failed to meet the program's selection criteria. The retailer applicant may then adjust their pricing and reapply after one hundred and eighty (180) days.

#### **Pricing Peer Groups**

- **Peer I:** Stores with annual WIC sales of \$85,000 or below.
- **Peer II:** Stores with annual WIC sales of \$85,001 and above.
- **Peer III:** Stores owned by major chains, e.g., Dierbergs, Dillon's/Gerbes, Hy-Vee, Kroger, Price Chopper, Price Cutter, Ramey, Shop-N-Save and Schnucks.
- **Peer IV:** Stores that are discount groceries and hyper-marts, e.g., Wal-Mart.

#### **Minimum Stock of WIC Approved Foods**

The store's inventory must meet the minimum stock of WIC approved foods as defined in Section VI of the WIC Vendor Manual. The store must have adequate inventory to supply WIC customers with enough approved foods to fully transact all WIC checks presented. This includes before, during, and after a heavy volume of WIC redemption activity.

Pharmacies and grocery stores with pharmacies authorized to supply medically prescribed formula do not have stocking requirements for such formulas, but must provide all such formulas within seventy-two (72) hours of presentation of a WIC check by a participant or advance notification of need by a local WIC provider or by the state agency.

#### **Percentage of Food Sales**

**Retailer applicants must submit to the Department written sales or financial statements, reports, tax forms or other records sufficient for establishing gross sales, total food sales, and total SNAP (formerly the Food Stamp Program) sales information upon request.** Failure to submit requested documents or providing false information will result in the application being denied. Additionally, all sales of alcohol, tobacco and SNAP sales must be reported.

The retailer applicant must be operating a full service grocery store at the location identified in the application, which has gross food sales of at least seventy (70) percent of total gross grocery receipts, excluding alcohol and tobacco. If either alcohol or tobacco product sales individually or in aggregate comprise thirty (30) percent or more of total gross grocery receipts, an agreement will not be offered. Pharmacies are exempted from this requirement due to their WIC approved item limitations.

Upon request from the Department the retailer applicant must supply the following:

1. The percentage of anticipated food sales by type of payment, i.e., cash, SNAP, WIC and credit/debit.
2. If the retailer applicant store is already open for business, the total food sales during the last year. To the extent possible, validate the information on the percentage of anticipated food sales by the type of payment and/or the total food sales against other data sources.

If the retailer applicant (i.e. ownership entity) was previously authorized by the State agency, and the State agency has the necessary historical data (e.g. annual WIC and SNAP redemptions, a total food sales amount, documentation that the store was a WIC-only store) a review of that information will be performed to determine whether the previously authorized store location(s) was an above fifty (50) percent vendor.

**Minimum Store Square Footage**

The retailer applicant's store must have a minimum of 1,000 square feet of space allocated solely for food products, including both WIC and non-WIC foods. This square footage does not include non-food areas such as storage areas, meat cutting areas, beer and soda coolers, walk-in coolers or freezers. Non-food includes but is not limited to the following types of items: hair care products, skin care products, detergents, soaps, other cleaning products, bleaches, paper products, plastic products, hardware, kitchenware, light bulbs, pet foods, soft drinks, alcohol and tobacco.

**Percentage of Store Sales**

The Department will not authorize any new retailer that is expected to derive more than fifty (50) percent of its annual revenue from the sale of food items for WIC checks. This includes any ownership entity that currently has a WIC authorized store, as well as an entirely new vendor applicant.

**Above 50 Percent Vendors**

Missouri will not authorize any retailer who derived more than fifty (50) percent of their store's sales on the sale of WIC foods after December 30, 2005. Any retailer who is found to meet this criteria will be notified that their WIC Vendor Agreement will be terminated unless it is determined that this retailer is needed due to inadequate participant access.

Any retailer or applicant that is denied authorization because the State agency determines that they are expected to derive more than fifty (50) percent of their store's sales from WIC food items is eligible for an abbreviated administrative review. The validity and appropriateness of the State agency's criteria for determining whether a retailer applicant is expected to be an above fifty (50) percent vendor are not subject to administrative review, as stated in Code of Federal Regulations (CFR) 246.18(a)(iii)(A). In addition, the State agency's participant access determination is not subject to administrative review as stated in section CFR 246.18(a)(1)(iii)(B) of the WIC regulations. The administrative review is solely to determine if the State agency properly applied the criteria based on the documentation provided by the retailer applicant.

**Restrictions on  
Retailer Incentive  
Items**

The State agency is prohibited from authorizing or making payments to retailer that provide incentive items or other free merchandise, except food or merchandise of nominal value to program participants unless the retailer provides to the State Agency proof that the vendor obtained the incentive items or merchandise at no cost. This incentive item and free merchandise restriction applies to for-profit retailer:

- For which more than fifty (50) percent of the annual revenue of the retailer from the sale of food items consists of revenue from the sale of supplemental foods that are obtained with WIC checks; or
- Who are new applicants likely to meet the criteria listed above.

Retailers (regular or above-50-percent) are prohibited from offering incentive items solely to WIC participants in an effort to encourage participants to redeem their WIC food instruments at those stores. Section 246.12(h)(3)(iii) of the Federal WIC regulations requires retailers to offer Program participants the same courtesies that are offered to non-WIC customers. Therefore, a WIC-authorized retailer may not treat WIC customers differently by offering incentive items that are not offered to non-WIC customers. This is a violation of Federal WIC regulations, thereby constituting a retailer violation.

State agencies shall inform all WIC-authorized retailers that offering incentive items solely to WIC participants is prohibited by Federal WIC regulations. Further, State agencies should review their current vendor agreement to ensure it includes the provision of equitable treatment of WIC participants, and revise current as well as future vendor agreements specifically, to ensure that incentive items are not offered solely to WIC participants by any WIC-authorized retailer.

**WIC Sales  
Revenue**

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

**WIC Sales  
Inactivity**

Any retailer who fails to have any WIC sales activity for a period of sixty (60) days may be removed from the program. Any retailer removed from the WIC program due to WIC sales inactivity cannot reapply for an authorization agreement for a period of one (1) year from the date of the agreement termination. Note: Pharmacies are exempt from this requirement.

**Special Ordered  
Formula Pricing  
Limitations**

WIC retailers and pharmacies are only allowed to mark up the special ordered formula no more than ten (10) percent over the vendor's wholesale price. In the event that the formula has special shipping costs an additional five (5) percent of the case price may be added to the case price of the special formula. The shipping price is then distributed evenly among the number of units ordered.

**Pharmacy Only Retailers**

Pharmacy only retailers are authorized to provide special ordered formulas. They are not authorized to sell any other types of WIC food items or Primary Contract Formulas. The Primary Contract Formulas are the infant formulas, which Missouri has contracted with the formula manufacturer to provide to WIC participants. These Primary Contract Formulas are identified in Section VI of the WIC Retailer Manual and page 18 of the WIC Retailer Application Packet.

**Purchasing Formula**

Authorized retailers must obtain their formula from an approved source found on the WIC State Agency formula listing. This list is found on the WIC vendor website. This list includes authorized retailers, formula wholesalers, distributors and manufacturers. No other sources may be used to obtain formula.

**Sanitation**

The retailer must have and maintain a positive sanitation history as evaluated using the Department's current food establishment regulations (Missouri Food Code). A negative sanitation history includes, but is not limited to:

- Temporary closings due to unsanitary conditions.
- Documented non-compliance in correcting unsanitary conditions.
- Current or unmet work orders for corrective action.
- On the most current sanitation inspection, non-compliance with the current food establishment regulations in five (5) or more critical control points.
- During the WIC pre-agreement on-site store inspection the following specific items are checked:
  - a. Floors are clean, in good repair, swept free of dirt, grime, filth, and/or excess rubbish.
  - b. Garbage or refuse within the store premises is stored (covered) so that it is inaccessible to insects and/or rodents.
  - c. No evidence of outdated milk, eggs, cheese, or infant formula.
  - d. No areas that may create an unsafe environment for customers.

**Exceptions**

The Department reserves the right to make exceptions to (waive) the selection criteria to address inadequate participant access. However, selection criteria for pricing and minimum WIC approved food stocking requirements are not waivable.

## Types of WIC Authorization

**Overview** The WIC Vendor Agreement is between a named retailer and the State of Missouri, Department of Health and Senior Services (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).

**Agreement Period** Agreements begin October 1<sup>st</sup> (the start of the Federal Fiscal Year). Unless otherwise notified by the Department, all agreements expire at midnight on September 30th (the end of the Federal Fiscal Year). New retailers that join the program between these dates will be given an agreement for the remainder of the current agreement period.

**Before signing the WIC Vendor Agreement the owner should carefully read the entire agreement.** No retailer shall accept WIC checks for redemption prior to the date specified on the WIC Vendor Agreement, or after the expiration date of the WIC Vendor Agreement.

The Department will determine the category of Agreement offered to the retailer.

Category	Description
1	All WIC approved foods, Primary Contract Infant Formula and all special infant formulas. (Full service grocery stores with pharmacies. Pharmacies are to be owned by the store.)
2	All WIC approved foods, Primary Contract Infant Formula and the option of providing only those 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. <b>Note: Primary Contract Infant Formulas are not allowed for redemption with this type of agreement.</b>
4	This category identifies the headquarters for a group of stores of varying size, which are owned by a single entity (i.e., sole proprietorship, partnership, “S” corporations, limited liability company, regular corporation). Each store is evaluated separately with the selection criteria and assigned one of the agreement categories above.

## Changes in Store Agreement Category, Location, Name and Ownership

**Agreement Category Change** The WIC Vendor Agreement specifies the agreement category of the store and it is **NOT** transferable. **Any change to the current agreement category makes the Agreement null and void.**

**A new WIC Vendor Application must be submitted to the state WIC office at least sixty (60) days in advance of the change.** This will allow adequate time to process the application due to the new agreement category.

**Store Location** The WIC Vendor Agreement specifies the location of the store. All authorized Missouri stores must be stationary buildings, fixed in one location at all times. **Any change of the location of a store makes the agreement null and void.**

**Store Name Change** The WIC Vendor Agreement specifies the name of the store and is not transferable. **Any change of the store name makes the agreement null and void.**

**Store Ownership** The WIC Vendor Agreement specifies the ownership of the store and is not transferable. The Vendor must give sixty (60) days advance notice to the Department of any ownership changes. This will allow adequate time to process a new agreement application for the new owner. **Any change of store ownership makes the agreement null and void. This includes the addition of or removal of an owner, a change in the ownership/corporation name and a change of address for the ownership/corporation.**

**Chain Store** **Chain stores are not automatically entitled to 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.

Additions or deletions of individual store locations may be requested by vendors, shall be subject to the same review procedures as single location applicants, and shall be effective upon a signed Agreement amendment by the Department. The Department will determine termination or disqualification of individual stores, with a fifteen (15) day written notice, unless required to be immediate by the Federal Regulations.

# Minimum WIC Food Stocking Requirements

WIC authorized retail stores must maintain a minimum stock (quantity and variety) of the current WIC approved food on store shelves at all times. This includes before, during and after a heavy volume of WIC redemption activity.

## **Tiered Stocking Peer Groups**

The tiered stocking requirement peer grouping is designed to reduce formula inventory for retail stores who have less participant traffic and to reduce the financial burden of stocking unneeded formula by smaller retail stores. New retail authorized stores will initially be placed within Peer Group II unless the new authorized retail store is a member of a grocery store chain or a discount grocer, in which case they will be placed into Peer Group III or IV.

After six (6) months, the retailer will have its peer grouping status re-evaluated. Using an extrapolation of the monthly average of the retailer's WIC sales WICNS will determine whether the retailer's current peer grouping needs to be changed.

### **Tiered Stocking Peer Groups**

- **Peer I:** Stores that have annual WIC sales of \$85,000 or below.
- **Peer II:** Stores with annual WIC sales of \$85,001 and above.
- **Peer III:** Stores owned by major chains, e.g., Dierbergs, Dillons/Gerbes, Hy-Vee, Kroger, Price Chopper, Price Cutter, Ramey, Shop-N-Save and Schnucks.
- **Peer IV:** Stores are discount groceries and hypermarts, e.g., Wal-Mart.

**Primary Contract Formulas in concentrates, powders and ready-to-feed, if not required to be stocked must be made available for a WIC participant within seventy-two (72) hours.**

## **Non-Primary Contract Formulas**

Enfagrow Toddler Transitions, Enfagrow Toddler Transitions Gentlease, Enfagrow Toddler Transitions Soy, Enficare, Enfamil A. R., Pregestimil, Enfamil Premature, Nutramigen with Enflora LGG and other brands of infant formulas are not required to be stocked by WIC Retail Vendors, but must be made available for a WIC customer within seventy-two (72) hours.

## **Special Formulas**

All formulas other than the current Missouri Primary Contract Formulas, which may be prescribed on a WIC check, are called "Special" formulas or non-primary contract formulas. When a special formula is prescribed on a WIC check, the special formula is computer printed on the WIC check. Any other type of food items written or typed in this space are not to be allowed by the WIC authorized retailer.

**Authorized retailers must purchase formulas from authorized wholesalers, retailers or distributors.**

**PEER GROUP 1 AND PEER GROUP 2**

**FORMULA**

**Enfamil Infant – Powder – 12 cans**

**AND**

**12 cans total (one variety or in any combination of one or more of the below varieties)**

**Enfamil Gentlease - Powder,**

**Enfamil Prosoabee - Powder,**

**Enfamil AR - Powder,**

**Enfamil Reguline – Powder**

**INFANT FOODS**

<p align="center"><b>Infant Fruits</b></p>	<p>Approved brands only. Any single fruit, mixed fruit and mixed fruit and vegetable varieties. Only four (4) ounce jars or twin packs of 4 oz. containers. No added sugars, rice, flour, grains, cereal, seasoning, cinnamon, starches or salt, or DHA/ARA. No organic. No mixed fruit and meat or dinners or added meats. No mixed fruit, pasta and/or meat combination.</p>	<p>3 varieties, 72 total containers. (Jars and/or twin-packs)</p> <p>Twin-packs equal 2 containers.</p>
<p align="center"><b>Infant Vegetables</b></p>	<p>Approved brands only. Any single vegetable, mixed vegetable and mixed fruit and vegetable varieties. Only four (4) ounce jars or twin packs of 4 oz. containers. No added sugars, rice, flour, grains, cereal, seasoning, cinnamon, starches or salt, or DHA/ARA. No organic. No mixed vegetable and meat or dinners or added meats. No mixed vegetable, pasta and/or meat combination.</p>	<p>3 varieties, 72 total containers. (Jars and/or twin-packs)</p> <p>Twin-packs equal 2 containers.</p>
<p align="center"><b>Infant Meats</b></p>	<p>Any approved brand and approved flavor, single ingredient with added broth or gravy only in 2.5 ounce jars. No mixed meats or vegetables or dinners. No mixed fruit and meat or dinners. No pasta and/or meat combination. No added sugars, starches, salt or DHA/ARA. No organic.</p>	<p>3 varieties, 24 jars total</p>
<p align="center"><b>Infant Cereal</b></p>	<p>Any approved brand, of plain, dry (no fruit added) in 8-ounce and 16-ounce container sizes. No organic, jars or cans or ARA/DHA enhanced allowed.</p>	<p>2 varieties, 6 boxes/containers total</p>

<b>CEREAL</b>		
<b>Cold Cereal</b>	Any approved brand in box or bag, 12-ounce to 36-ounce sizes. No individual size servings.	3 varieties, 24 boxes/bags total  At least one (1) variety must be a whole grain.
<b>Hot Cereal</b>	Any approved store of hot cereal in box or bag, 11.8-ounce to 36-ounce sizes.	6 boxes/bags total
<b>JUICE</b>		
<b>Ready to Serve Juice</b>	Approved varieties of fruit or vegetable juice, approved store brands only of 64-ounce containers of full strength.	3 varieties, 18 containers total
<b>Frozen Juice Concentrate</b>	Approved brands and varieties of 12-ounce cans of frozen juice concentrates.	3 varieties, 12 cans total
<b>FISH</b>		
<b>Salmon</b>	Any brand of pink salmon, water packed only, 5 ounce cans. No added flavorings, sauces or ingredients. No soy or olive oil. No red, Sockeye or Wild Alaskan Pink Salmon. No smoked salmon. No foil pouches or individual servings.	2 types, 12 cans total
<b>Sardines</b>	Any brand of plain sardines, water packed, mustard sauce or tomato sauce only. No other added flavorings, sauces or ingredients. No soy or olive oil. No smoked sardines or fish steaks. No foil pouches or individual servings.	
<b>Tuna</b>	Any brand of plain tuna, water packed only, 5 ounce cans. No Albacore or white tuna.	
<b>BEANS AND PEANUT BUTTER</b>		
<b>Canned Beans</b>	Bush's Best Beans brand only. Approved varieties only of 16-ounce cans. No organic, peppers, onions or other added ingredients, flavorings, seasonings, fats or oils. No fruits, meats, vegetables or bean soups.	2 varieties, 24 cans total
<b>Dried Beans &amp; Peas</b>	Plain (no flavor additives), in one-pound packages, store brand only	3 varieties, 6 bags total
<b>Peanut Butter</b>	16 to 18 ounce jars only. Creamy, plain, store brand only. No organic or crunchy brands. No added honey, jams, or jellies.	6 jars total

<b>CHEESE, EGGS, YOGURT, AND TOFU</b>		
<b>Cheese (Non-Nat'l. Brand)</b>	8 or 16-ounce block sizes only.  Plain, natural, domestic cheeses, American (sliced but not individually wrapped), Cheddar, Colby, Colby-Jack, Monterey Jack and Mozzarella. Must be prepackaged, store brand-only. No individually weighted blocks. No special brands. Low-fat & fat free cheese allowed.	3 varieties, 9 pounds total
<b>Eggs</b>	Large, White Only, Grade A or AA  No low cholesterol or specialty eggs, such as free range or organic.	12 dozen of large
<b>Yogurt</b>	Approved brands only, 32 oz. containers, low fat or nonfat only of approved varieties.	Where available
<b>Tofu</b>	Azumaya & NaSoya brands only. Tofu in soft and firm blocks of 16-ounce packages. No added flavors, sauces or ingredients. No cubed tofu allowed.	Where available
<b>MILK</b>		
<b>Soy Milk</b>	8 <sup>th</sup> Continent Original & Vanilla Soy Milk and Great Value Original Soy Milk brands only.	Where available or upon request
<b>Whole Milk and 2%</b>	Must be unflavored, vitamin D fortified. No organic or special brand milk products allowed. No glass bottles.	6 gallons total
<b>Skim and 1%</b>	Must be unflavored, vitamin D fortified. No organic or special brand milk products allowed. No glass bottles.	12 gallons total
<b>Dry Milk (Low-Fat variety.)</b>	Store brand only in a 8 quart box	Where available
<b>Lactose Free Milk (Whole, 2%, 1% and Skim)</b>	Any brand and plain variety only. Half-gallon containers only.	Where available
<b>Buttermilk</b>	Whole or Low-Fat variety. No organic or special brand milk products allowed. No glass bottles.	Where available
<b>Evaporated Milk</b>	Store Brands Only, 12 or 13 ounce can Low-Fat & Skim (skim through 1%) variety. <b>Filled evaporated milk is not WIC approved.</b>	Where available

<b>Goat Milk</b>		
Evaporated Whole Fat	Meyenberg brand 12 ounce can	Where available
Non-fat Powder		

\*Reduced Fat and Low-Fat Milk stocking requirement may be a combination of either type of milk.

**Extra Skim Milk is NOT an approved WIC food item.**

\*The selection of Store Brand or less expensive brands of milk by the participants is highly recommended but NOT required. Other milks prescribed on the WIC check must also be made available for a WIC customer within seventy-two (72) hours.

**BREAD, PASTA, RICE AND TORTILLAS**

<b>Whole Grain Breads</b> Approved brands only. No organic breads. No added seasonings, powdered sugar, nuts or fruits. No wraps, flatbreads, buns or rolls. No breads with artificial sweeteners.	16-ounce packages only	2 of the 4 of whole grain types; 18 units total
<b>Whole Wheat Pasta</b> Approved brands only. All shapes are approved. No organic pastas. No added sugars, fats, oils or salt.		
<b>Brown Rice</b> Store brands only of whole grain brown rice. No instant, organic grains or added seasoning or flavors. No individual servings or pouches.		
<b>Tortillas</b> Approved brands only of soft corn or whole wheat tortillas. No added sugar, fat, oils, salt, nuts or fruits. No added seasonings or flavorings. No organics.		

**FRESH AND FROZEN FRUITS AND VEGETABLES**

<p align="center"><b>Frozen Fruits</b></p>	<p>Any approved brand, frozen fruits and vegetables in any size or type of packages.</p>	<p align="center">2 varieties, 18 bags/containers total</p>
<p align="center"><b>Frozen Vegetables</b></p>	<p>Frozen fruits may contain fruit juice, water or artificial sweeteners (e.g. Splenda).          No frozen fruit with added sugar. No frozen vegetables with added sugar, fat, oils, salt or flavorings. No single serving packs or packages with added sauces, flavors or other ingredients. No breaded, seasoned, or flavored vegetables. No French fries, tator tots, potato rounds, diced potatoes with added oils, seasonings or sugars. No shredded/diced hash browns or hash brown patties with added oils, seasonings or sugars. No packages of vegetables containing pasta, rice, or other ingredients. No packages of vegetables containing cheese, sauces or gravies. No packages containing meat, poultry or fish.</p>	<p align="center">3 varieties, 24 bags/containers/boxes total</p>
<p align="center"><b>Fresh Fruits</b></p>	<p>Any variety of approved whole, halved or quartered cuts of fresh fruits &amp; any variety of approved vegetables. Fresh garlic and ginger are allowed. Fresh fruits with added sugar or caramel.</p>	<p align="center">5 varieties of fruits, 5 pounds per variety</p>
<p align="center"><b>Fresh Vegetables</b></p>	<p>No buffet containers or party trays of fruits or vegetables. No bagged lettuce or salad greens with salad dressings, cheese, croutons or other ingredients. No fruit or vegetable baskets. No breaded, creamed or sauced vegetables. No vegetable–grain (pasta or rice) mixtures. No fruit or vegetables available on a salad bar. No salads or individual deli servings. No dried fruits or fruit roll-ups. No nuts, fruit–nut, or vegetable–nut mixtures. No ornamental or decorative fruits or vegetables (pumpkins, gourds, Indian corn, etc.) No baked goods with fruits (e.g. blueberry muffins, fruit pies or pumpkin pies). No pickled, powdered or dried herbs or spices used for seasoning.</p>	<p align="center">5 varieties of vegetables, 5 pounds per variety</p>

**Herbs and Spices NOT Allowed:** Anise, Basil, Bay leaves, Caraway, Chervil, Chives, Cilantro, Dill, Fenugreek, Horseradish, Lemon Grass, Marjoram, Mint, Oregano, Parsley, Rosemary, Sage, Savory, Tarragon, Thyme and Vanilla bean.

**PEER GROUP 3 AND PEER GROUP 4**

**FORMULA**

Enfamil Infant – Powder – 24 cans

AND

18 cans total (one variety or in any combination of one or more of the below varieties)

Enfamil Gentlease - Powder,

Enfamil Prosobee - Powder,

Enfamil AR - Powder,

Enfamil Reguline – Powder

**INFANT FOODS**

<p align="center"><b>Infant Fruits</b></p>	<p>Approved brands only. Any single fruit, mixed fruit and mixed fruit and vegetable varieties. Only four (4) ounce jars or twin packs of 4 oz. containers. No added sugars, rice, flour, grains, cereal, seasoning, cinnamon, starches or salt, or DHA/ARA. No organic. No mixed fruit and meat or dinners or added meats. No mixed fruit, pasta and/or meat combination.</p>	<p>3 varieties, 96 total containers. (Jars and/or twin-packs)</p> <p>Twin-packs equal 2 containers.</p>
<p align="center"><b>Infant Vegetables</b></p>	<p>Approved brands only. Any single vegetable, mixed vegetable and mixed fruit and vegetable varieties. Only four (4) ounce jars or twin packs of 4 oz. containers. No added sugars, rice, flour, grains, cereal, seasoning, cinnamon, starches or salt, or DHA/ARA. No organic. No mixed vegetable and meat or dinners or added meats. No mixed vegetable, pasta and/or meat combination.</p>	<p>3 varieties, 96 total containers. (Jars and/or twin-packs)</p> <p>Twin-packs equal 2 containers.</p>
<p align="center"><b>Infant Meats</b></p>	<p>Any approved brand and approved flavor, single ingredient with added broth or gravy only in 2.5 ounce jars. No mixed meats or vegetables or dinners. No mixed fruit and meat or dinners. No pasta and/or meat combination. No added sugars, starches, salt or DHA/ARA. No organic.</p>	<p>3 varieties, 48 jars total</p>
<p align="center"><b>Infant Cereal</b></p>	<p>Any approved brand, of plain, dry (no fruit added) in 8-ounce and 16-ounce container sizes. No organic, jars or cans or ARA/DHA enhanced allowed.</p>	<p>2 varieties, 6 boxes/containers total</p>

<b>CEREAL</b>		
<b>Cold Cereal</b>	Any approved brand in box or bag, 12-ounce to 36-ounce sizes. No individual size servings.	3 varieties, 24 boxes/bags total  At least one (1) variety must be a whole grain.
<b>Hot Cereal</b>	Any approved store of hot cereal in box or bag, 11.8-ounce to 36-ounce sizes.	6 boxes/bags total
<b>JUICE</b>		
<b>Ready to Serve Juice</b>	Approved varieties of fruit or vegetable juice, approved store brands only of 64-ounce containers of full strength.	3 varieties, 18 containers total
<b>Frozen Juice Concentrate</b>	Approved brands and varieties of 12-ounce cans of frozen juice concentrates.	3 varieties, 18 cans total
<b>FISH</b>		
<b>Salmon</b>	Any brand of pink salmon, water packed only, 5 ounce cans. No added flavorings, sauces or ingredients. No soy or olive oil. No red, Sockeye or Wild Alaskan Pink Salmon. No smoked salmon. No foil pouches or individual servings.	2 types, 12 cans total
<b>Sardines</b>	Any brand of plain sardines, water packed, mustard sauce or tomato sauce only. No other added flavorings, sauces or ingredients. No soy or olive oil. No smoked sardines or fish steaks. No foil pouches or individual servings.	
<b>Tuna</b>	Any brand of plain tuna, water packed only, 5 ounce cans. No Albacore or white tuna.	
<b>BEANS AND PEANUT BUTTER</b>		
<b>Canned Beans</b>	Bush's Best Beans brand only. Approved varieties only of 16-ounce cans. No organic, peppers, onions or other added ingredients, flavorings, seasonings, fats or oils. No fruits, meats, vegetables or bean soups.	3 varieties, 24 cans total
<b>Dried Beans &amp; Peas</b>	Plain (no flavor additives), in one-pound packages, store brand only	3 varieties, 12 bags total
<b>Peanut Butter</b>	16 to 18 ounce jars only. Creamy, plain, store brand only. No organic or crunchy brands. No added honey, jams, or jellies.	12 jars total

<b>CHEESE, EGGS, YOGURT, AND TOFU</b>		
<b>Cheese (Non-Nat'l. Brand)</b>	8 or 16-ounce block sizes only.  Plain, natural, domestic cheeses, American (sliced but not individually wrapped), Cheddar, Colby, Colby-Jack, Monterey Jack and Mozzarella. Must be prepackaged, store brand-only. No individually weighted blocks. No special brands. Low-fat & fat free cheese allowed.	3 varieties, 12 pounds total
<b>Eggs</b>	Large, White Only, Grade A or AA  No low cholesterol or specialty eggs, such as free range or organic.	12 dozen of large
<b>Yogurt</b>	Approved brands only, 32 oz. containers, low fat or nonfat only of approved varieties.	6 containers
<b>Tofu</b>	Azumaya & NaSoya brands only. Tofu in soft and firm blocks of 16-ounce packages. No added flavors, sauces or ingredients. No cubed tofu allowed.	Where available
<b>MILK</b>		
<b>Soy Milk</b>	8 <sup>th</sup> Continent Original & Vanilla Soy Milk and Great Value Original Soy Milk brands only.	Recommended 6 half-gallon containers
<b>Whole Milk and 2%</b>	Must be unflavored, vitamin D fortified. No organic or special brand milk products allowed. No glass bottles.	12 gallons total
<b>Skim and 1%</b>	Must be unflavored, vitamin D fortified. No organic or special brand milk products allowed. No glass bottles.	24 gallons total
<b>Dry Milk (Low-Fat variety.)</b>	Store brand only in a 8 quart box	Where available
<b>Lactose Free Milk Whole, 2%, 1% and Skim</b>	Any brand and plain variety only. Half-gallon containers only.	Where available
<b>Buttermilk</b>	Whole or Low-Fat variety. No organic or special brand milk products allowed. No glass bottles.	Where available
<b>Evaporated Milk</b>	Store Brands Only, 12 or 13 ounce can  Low-Fat & Skim (skim through 1%) variety.  <b>Filled evaporated milk is not WIC approved.</b>	Where available
<b>Goat Milk</b>  Evaporated Whole Fat Non-fat Powder	Meyenberg brand 12 ounce can	Where available

\*Reduced Fat and Low-Fat Milk stocking requirement may be a combination of either type of milk.

**Extra Skim Milk is NOT an approved WIC food item.**

\*The selection of Store Brand or less expensive brands of milk by the participants is highly recommended but NOT required. Other milks prescribed on the WIC check must also be made available for a WIC customer within seventy-two (72) hours.

For persons requiring a lactose free milk option, all brands of lactose free milks are allowed.

**BREAD, PASTA, RICE AND TORTILLAS**

<p><b>Whole Grain Breads</b> Approved brands only. No organic breads. No added seasonings, powdered sugar, nuts or fruits. No wraps, flatbreads, buns or rolls. No breads with artificial sweeteners.</p>	<p align="center">16-ounce packages only</p>	<p align="center">3 of the 4 of whole grain types; 36 units total</p>
<p><b>Tortillas</b> Approved brands only of soft corn or whole wheat tortillas. No added sugar, fat, oils, salt, nuts or fruits. No added seasonings or flavorings. No organics.</p>		
<p><b>Brown Rice</b> Store brands only of whole grain brown rice. No instant, organic grains or added seasoning or flavors. No individual servings or pouches.</p>		
<p><b>Whole Wheat Pasta</b> Approved brands only. All shapes are approved. No organic pastas. No added sugars, fats, oils or salt.</p>		

**FRESH AND FROZEN FRUITS AND VEGETABLES**

<p align="center">Frozen Fruits</p>	<p>Any approved brand, frozen fruits and vegetables in any size or type of packages. Frozen fruits may contain fruit juice, water or artificial sweeteners (e.g. Splenda).</p>	<p align="center">3 varieties, 36 bags/containers total</p>
<p align="center">Frozen Vegetables</p>	<p>No frozen fruit with added sugar. No frozen vegetables with added sugar, fat, oils, salt or flavorings. No single serving packs or packages with added sauces, flavors or other ingredients. No breaded, seasoned, or flavored vegetables. No French fries, tator tots, potato rounds, diced potatoes with added oils, seasonings or sugars. No shredded/diced hash browns or hash brown patties with added oils, seasonings or sugars. No packages of vegetables containing pasta, rice, or other ingredients. No packages of vegetables containing cheese, sauces or gravies. No packages containing meat, poultry or fish.</p>	<p align="center">5 varieties, 60 bags/containers/boxes total</p>

Fresh Fruits	Any variety of approved whole, halved or quartered cuts of fresh fruits & any variety of approved vegetables. Fresh garlic and ginger are allowed. Fresh fruits with added sugar or caramel. No buffet containers or party trays of fruits or vegetables. No bagged lettuce or salad greens with salad dressings, cheese, croutons or other ingredients. No fruit or vegetable baskets. No breaded, creamed or sauced vegetables.	5 varieties of fruits, 10 pounds per variety
Fresh Vegetables	No vegetable–grain (pasta or rice) mixtures. No fruit or vegetables available on a salad bar. No salads or individual deli servings. No dried fruits or fruit roll-ups. No nuts, fruit–nut, or vegetable–nut mixtures. No ornamental or decorative fruits or vegetables (pumpkins, gourds, Indian corn, etc.) No baked goods with fruits (e.g. blueberry muffins, fruit pies or pumpkin pies). No pickled, powdered or dried herbs or spices used for seasoning.	5 varieties of vegetables, 10 pounds per variety
<p><b><u>Herbs and Spices NOT Allowed:</u></b> Anise, Basil, Bay leaves, Caraway, Chervil, Chives, Cilantro, Dill, Fenugreek, Horseradish, Lemon Grass, Marjoram, Mint, Oregano, Parsley, Rosemary, Sage, Savory, Tarragon, Thyme and Vanilla bean.</p>		

## **Inadequate Participant Access**

### **Overview**

At the Department's discretion, a retailer applicant may have certain selection criteria waived when a situation of inadequate participant access exists. This may include instances in which a previously authorized retailer sells a store under circumstances that do not permit timely notification to the State agency of the change in ownership. Participant access determinations shall be made by, and are solely at the discretion of the Department.

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

- The 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, participant access may be considered inadequate if any of the following conditions apply:

- A retailer density of less than one (1) per 500 participants.
- Participants traveling more than an average of one (1) mile to a retailer.
- Other conditions existing, which make a retailer within one (1) mile difficult for participants to access.

In rural areas (non-class one (1) counties), participant access may be considered inadequate if either of the following conditions apply:

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

The Department may declare a situation of inadequate participant access to:

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

## **Appeals Process**

### **Appeals Process**

The state agency will use a uniform appeal process to evaluate and respond to all appeal requests from authorized retailers or applicants. The retailers or applicant has the right to appeal the following adverse actions:

1. Denial of authorization.
2. Termination for cause.
3. Disqualification.
4. Fines.
5. Imposition of a Civil Money Penalty (CMP) in lieu of disqualification.

6. The application of the State agency's retailer peer group criteria and the criteria used to identify retailers that are above-50-percent retailers or comparable to above-50-percent retailers.

**Retailer Request  
Hearing**

The retailer or applicant must provide the state agency with a written request for a hearing within fifteen (15) days of the receipt of the notice of denial or adverse action. The written request shall describe the action being appealed.

In order to appeal a decision the following information must be contained within the appeal letter:

- Have the name and address of your business.
- Clearly identify the actions that are being appealed, the basis of the appeal, and the remedy sought.
- Have written information to support the appeal.
- Contain the date of the letter from MDHSS, which notified the institution of the action.
- State the name and title of the MDHSS official who signed the letter.
- Appeal letter must be signed by the authorized representative of the business and have the name and title of the person who signed the request, if other than the authorized representative.

The state agency will provide full administrative reviews for all denials of retailer applications and for imposed adverse actions. A retailer or applicant must fully comply with all appeal processes or forfeit appeal rights.

The retailer may submit a written request for an abbreviated administrative review when the state agency has terminated the WIC Vendor Agreement because of a change in the retailer ownership. The request must be received by the state agency within fifteen (15) days of the receipt of notice by the retailer.

**Retailer May  
Not Appeal**

The retailer or applicant does not have the right to appeal the following actions:

1. Expiration of the WIC Vendor Agreement.
2. Disqualification of a retailer as a result of disqualification from the Supplemental Nutrition Assistance Program (SNAP).
3. Validity or appropriateness of the State agency's participant access criteria and determinations.
4. The state agency's determination of whether or not a retailer had an effective policy and program in effect to prevent trafficking and the state agency's determination whether or not the ownership was not aware of, did not approve of, and was not involved in the conduct of the violation.
5. Denial of authorization if the State agency's vendor authorization is subject to the procurement procedures applicable to the State agency.
6. Disputes regarding WIC check payments and retailer claims (other than the opportunity to justify or correct a retailer overcharge or other error as permitted by 7 CFR 246.12(k)(3)).

7. Disputes regarding WIC check payments and/or retailer claims as a result of a disqualification from SNAP.
8. The validity or appropriateness of the State agency's retailer limiting criteria or retailer selection criteria for minimum variety and quantity of supplemental foods, business integrity and current SNAP disqualification or CMP for hardship.
9. The State agency's determination whether to notify a retailer in writing when an investigation reveals an initial violation for which a pattern of violations must be established in order to impose a sanction.
10. The State agency's determination to include or exclude an infant formula manufacturer, wholesaler, distributor or retailer from their list of approved infant formula sources.
11. The validity or appropriateness of the State agency's prohibition of incentive items and the State agency's denial of an above-50-percent retailer's request to provide an incentive item to customers.
12. The validity or appropriateness of the State agency's selection criteria for competitive price, including, but not limited to, retailer peer group criteria and the criteria used to identify retailers that are above-50-percent retailers or comparable to above- 50-percent retailers.

**Written Notice**

The state agency shall provide a retailer with written notification of an adverse action at least fifteen (15) days prior to the effective date of the action. The written notice will include:

1. The cause or causes for the action.
2. The effective date of the action.
3. The right to appeal the adverse action.

When the state agency sends a notice of an adverse action as a result of a conviction for trafficking in food instruments, including selling firearms, ammunition, explosives, or controlled substances in exchange for food instruments, the effective date of the adverse action is the date the notice is received by the retailer.

The state agency may postpone, at its discretion, the effective date of an adverse action until the decision of a hearing is rendered. Appealing an adverse action does not relieve a retailer permitted to continue participating in the program while an appeal is pending from the obligation of continued compliance with the terms of all written agreements or contracts with the state agency.

**Appeal Information**

The state agency will provide the retailer the following information pertinent to the appeal:

1. No less than ten (10) days advance notice of the time and place for the hearing.
2. The opportunity to reschedule the hearing one (1) time.
3. The opportunity to review all written case records prior to the hearing which relate to the denial of authorization or adverse action, within the limits of 7 CFR 246.26(e).
4. The opportunity to be represented by counsel if desired.

5. The opportunity to call witnesses.
6. The opportunity to confront and cross-examine adverse witnesses. When it is necessary to protect the identity of State agency staff or contractors, such examination shall be conducted behind a protective screen or other device.

The state agency will provide an impartial decision-maker who will preside over an administrative hearing and submit a written decision to the state agency. The decision will be based solely on whether the State agency has correctly applied federal and state statutes, regulations, rules, policies, and procedures governing the WIC program according to the evidence presented at the hearing.

**Abbreviated  
Review**

For an abbreviated administrative review, a decision-maker will render a written decision based solely on whether the state agency has correctly applied federal and state statutes, regulations, rules, policies, and procedures governing the program according to the evidence presented at the hearing. The decision-maker will be someone other than the person who rendered the initial decision on the action.

1. Denial of authorization based on the retailer selection criteria for business integrity or for a current SNAP disqualification or civil money penalty for hardship (Sec. 246.12(g)(3)(ii) and (g)(3)(iii));
2. Denial of authorization based on the application of the retailer selection criteria for competitive price (Sec. 246.12(g)(4));
3. Denial of authorization based on a state agency-established retailer selection criterion if the basis of the denial is a WIC vendor sanction or a SNAP withdrawal of authorization or disqualification;
4. Denial of authorization based on the State agency's retailer limiting criteria (Sec. 246.12(g)(2));
5. Denial of authorization because a retailer submitted its application outside the timeframes during which applications are being accepted and processed as established by the State agency under Sec. 246.12(g)(8);
6. Termination of an agreement because of a change in ownership or location or cessation of operations (Sec. 246.12(h)(3)(xvii));
7. Disqualification based on a trafficking conviction (Sec. 246.12(l)(1)(i));
8. Disqualification based on the imposition of a SNAP civil money penalty for hardship (Sec. 246.12(l)(2)(ii));
9. Disqualification or a civil money penalty imposed in lieu of disqualification based on a mandatory sanction imposed by another WIC State agency (Sec. 246.12(l)(2)(iii));
10. A civil money penalty imposed in lieu of disqualification based on a SNAP disqualification under Sec. 246.12(12)(1)(1)(vii);
11. Denial of an application based on a determination of whether a retailer applicant is currently authorized by the SNAP and,
12. The application of the State agency's retailer peer group criteria and the criteria used to identify retailers that are above-50-percent retailers or comparable to above-50-percent retailers.

**Final Decision** The state agency will provide the retailer or applicant with a written notification of the final decision within ninety (90) days from the date of receipt of the retailer's or applicant's request for a hearing. The timeframe is only an administrative requirement for the state agency and does not provide a basis for overturning the state agency's adverse action if a decision is not made within the specified timeframe.

The state agency is not responsible for losses incurred by the retailer as a result of disqualification and/or denial of an application to participate. If the administrative hearing results in a final decision adverse to the retailer, the appellant may seek judicial review of the decision to the extent authorized by law.

**Failure to Appeal** The retailer who fails to appeal or does not appeal within the fifteen (15) day period may not contest the subsequent sanctions taken by the Department.

This completes the instructions for the Missouri WIC Program Retailer Application Packet. Thank you.

## Forms and Documents Needed To Process The Application

### Required Forms

The following must be submitted to the State WIC office before a store can be assessed by the selection criteria for WIC redemption authorization.

Failure to submit all required documentation will result in the applicant not being considered for a WIC Vendor Agreement.

You can use this page to check off each category as you complete the enrollment process.

VENDOR AUTHORIZATION APPLICATION – WIC 11SFA and WIC 11SFB (3 pages)

Application must be fully completed, signed and dated.

COPY OF SANITATION REPORT

A signed copy of the retail grocery store's latest sanitation inspection received from the local health department must be attached to the Vendor Authorization Application. For a new retail grocery store, a statement of the scheduled date of inspection, signed by the health department may be submitted. The initial sanitation inspection must be completed before the agreement will be issued.

FOOD PRICE AND STOCKING LIST

The Food Price and Stocking List must be fully completed, signed and dated. This information will be verified when the State WIC representative completes the pre-agreement on-site inspection in Phase Three (3) of the application process. For a new store, not yet opened, the planned prices and stocking quantities must be provided. The State WIC representative will compare the purchase invoices to the stocking quantities on the survey during the pre-agreement on-site inspection.

OTHER DOCUMENTATION

Check the Vendor Authorization Application for sections that require additional documentation.

- Any additional Sanitation Reports performed
- Financial statements documenting the total food sales for previous year
- Complete list of all owners not listed on application
- Complete list of any additional stores owned but not listed on the application
- Proof of ownership

**SEND THE COMPLETED APPLICATION AND SUPPORTING DOCUMENTATION TO:**

**MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES  
WIC AND NUTRITION SERVICES  
VENDOR AGREEMENTS AND TRAINING  
P.O. BOX 570  
JEFFERSON CITY, MO 65102-0570**