

Ohio WIC Policy and Procedure Manual

July 2015



July 1, 2015

Policy and Procedure Letter 183

TO: All WIC Project Directors
MAF

FROM: Michele A. Frizzell, RD, MBA, Chief, Bureau of Health Services

SUBJECT: Policy and Procedure Manual Updates

This letter explains revisions that have been made to the Ohio WIC Policy and Procedure Manual compact disk since July 2014. Please read the explanations of the changes as follows for each Chapter and Appendix and then review the specific manual sections. Note that effective dates on pages may vary because some of the policies and procedures were put into effect through All Projects Letters issued during the past year.

Chapter 100

Table of Contents

The Table of Contents has been updated to include the Chapter 100 changes.

Section 100 Introduction to Chapter 100 – Administrative Requirements

The Chapter 100 outline is updated to coordinate section content and titles.

Section 101 State WIC Organization, Functions and Responsibilities

This section updates descriptions of State WIC organization, functions, and responsibilities.

Section 102 State Directives

This section updates the location and title of the OGAPP Manual, updates descriptions of State WIC communication tools, adds information about the Cognos User Manual, removes references to paper All Projects Letters (APLs), and adds a requirement for a backup plan for sharing APLs when directors are absent. Section 102.8 is added for the annual WIC calendar.

Section 107 Additional WIC Operational Requirements

This section is updated to reflect the OGAPP definition of equipment to be items costing \$1000.00 or more.

Section 109 Record Retention Requirements

This section changes the reference from the Combined Programs Application (CPA) to the Ohio Department of Medicaid (ODM 07216) *Application for Health Coverage & Help Paying Costs* form received as a referral, and changes the reference about “closet formula” to “returned or donated formula.”

Section 113 Staff Recruitment, Job Responsibilities and Development Standards

This section updates the Health Professional training requirements by adding continuing education tracking responsibility to WIC directors or their designee; adding “Refer to 404.3 for Staffing Requirements and Responsibilities, and Appendix 100 for Sample Local WIC Breastfeeding Coordinator Job Description;” and adding “Refer to section 406.2: Guidelines for Hiring a Breastfeeding Peer Helper.”

Sections 115 Management Evaluations and 116 Local Agency Standards

Updates in these sections reflect the WIC Onsite Review Guide changes with references changed from coupon to food or WIC Nutrition Card (WNC) benefits, and references to the Ohio WIC Program Application.

Section 122.5 Notice of Information Sharing to Applicants and Participants

This section updates the name of the brochure, *Information Sharing in the WIC Program*, with assigned number HEA 4416.

Appendix 100

The 100 Appendix Table of Contents has been updated to include the Appendix 100 changes.

The *Department of Health Table of Organization* is updated to reflect organizational changes.

The *eQAR Instructions* are updated to include the Pump Inventory form changes.

eQAR Required Forms - The *Ohio WIC Program State Supplied Pump and Kit Issuance* form is updated with current information request.

The *Equipment Management System Spreadsheet Instructions* updates the equipment definition amount from \$300 to \$1,000.

Suggested Training Guidelines for WIC Health Professionals is renamed *Training Guidelines for WIC Health Professionals* and is updated to become required as well as to align it with the revised Nutrition Services Standards.

WIC Clinic Order Form Additions include:

- 362.23 FB-1 Feeding Your Baby – Newborns (Spanish)
- 363.23 FB-2 Feeding Your Baby – 0-4 Months (Spanish)
- 364.23 FB-3 Feeding Your Baby – Adding Solids (Spanish)
- 365.23 FB-4 Feeding Your Baby – 6-8 Months (Spanish)
- 376.23 FB-6 Feeding Your Baby – 8-9 Months (Spanish)
- 371.23 FB-7 Feeding Your Baby – 9-12 Months (Spanish)
- 372.23 FB-8 Power-packed Foods for Babies 9-12 Months Old Who Need Extra Calories (Spanish)
- 5165.23 TMF-1 Tips for Mothers and Fathers – Hunger Cues (Spanish)
- HEA 4502 Healthy Eating for Preschoolers (English and Spanish)
- HEA 4416 Information Sharing in the WIC Program

HEA 5527 Information Sharing in the WIC Program (Spanish)
0227.13 The pamphlet Switch to Skim or 1% Milk

WIC Clinic Order Form **Deletions** include:

- C-15 Nutrition Card – *When Your Child Refuses to Eat*
- The pamphlet *Skim and 1% Milk* in English and Spanish

The *WIC Equipment Request/Repair Approval Form* is amended to include information regarding whether the cost of equipment is currently budgeted or must be added to the budget before purchase.

Changes to *WIC Onsite Review Guide* include:

- Administration Requirement 4 (Pg. 5): The PPM section 413.1 (a) – (h) reference is updated to section 113.8 (a) – (h).
- System Administration Requirement 1 (Pg. 12): Reference to Voided and Reissued Coupons is changed to Voided and Reissued Benefits.
- Certification Requirement 1 (Pg. 13): References to the Combined Programs Application are updated to the WIC Program Application.
- Certification Requirement 2 (Pg. 14): Added the requirement: *Information Sharing in the WIC Program* brochure is provided at each certification and recertification appointment.
- Certification Requirement 3 (Pg. 15): Updated the requirement “Participant’s blood is collected and processed correctly” to “Hematological test must be performed correctly.”
- Certification Requirement 7 (Pg. 19): The requirement “A completed WIC ID card is issued and explained to each participant at initial certification appointment” is removed with transition to the WIC Nutrition Card. (entire page is deleted)
- Food Issuance Requirement 1 (Pg. 27): References to coupons are changed to the word benefits or WIC Nutrition Card.
- Food Issuance Requirement 2 (Pg. 28): References to Food Instruments are changed to WIC Nutrition Cards. The following requirements are removed:
 - Clinic staff must verify each time they print coupons that the preprinted coupon sequence number matches the computer generated sequence number.
 - Staff checks ID card for identity before participant/alternate signs for coupons.
 - Proper procedures are followed when mailing coupons.
- Food Issuance Requirement 5 (Pg. 31): The phrase “Sample formula distribution is monitored” is updated to “Returned formula distribution is monitored.” “Completed formula distribution logs are available with correct documentation including: date, amount, type, reason, and participant name concludes with the words “where formula is donated, and date formula is donated.”

Chapter 200

Table of Contents

The Table of Contents has been updated to include the Chapter 200 changes.

Section 200 Introduction to Chapter 200 - Certification and Program Requirements

The Section 200 overview has been updated to describe the current contents of Chapter 200.

Section 201 Ohio WIC Program Application Forms

Section 201 is revised based on replacement of the *Combined Programs Application* form and new procedures that were issued in All Projects Letter (APL) 2014-089.

Section 206 Residence Requirement

Deleted section 206.1 “Exception to Residency” and renumbered section 206.2 to 206.1.

Participants can be served in *any* county they desire as long as services are offered to them in the county of their residence.

References to “screens 101 and 102” were revised to current WIC System language. Removed reference to ID card and designating alternates. Changed words from “food” issuance to “benefit” issuance and “CPA” to “application.”

Sections 210-211 Income Requirement and Ohio WIC Program Income Guidelines

WIC income eligibility guidelines are updated effective July 1, 2015 based on increases in the federal poverty income guidelines.

Section 235 Immunization Coordination Requirement: Subsections 235.5 and 235.6

These subsections were revised to clarify that “grid views” may be mailed.

Section 263 Measurement Techniques for Height and Length

Updated verbiage that standing weight measurements are to be taken for children 24 months and older. Corrected sections about where to document (Health History or Nutrition Care Plan) exceptions to anthropometric measurements techniques as, currently, staff cannot document anything on the weight grids. All references to paper growth grids were deleted since all plotting is performed by the WIC System.

Section 264 Techniques for Determining Weight

Corrected sections about where to document (Health History or Nutrition Care Plan) exceptions to anthropometric measurements techniques as, currently, staff cannot document anything on the weight grids. All references to paper growth grids were deleted since all plotting is performed by the WIC System.

Section 267 Hematological Tests

The entire section has been revised to reflect the use of the Masimo Pronto-7 for hemoglobin testing as introduced in APL 2015-010. The Hemocue machine will be used for infants and children less than two years old and as a back-up method only.

Section 272 Eligible Applicants

As the WIC Nutrition Card (WNC) is rolled out, policy verbiage changes from “coupon” to “benefit.” In section 272.7, the rights and responsibilities have been updated with WNC references and no longer match the current coupon references in the WTW letter. The WTW letter will be updated to match this section after all coupons have been redeemed and processed. Section 272.7 was updated with the information from APL 2015-009, the instructions for completing and providing the *Information Sharing in the WIC Program* pamphlet. Section 272.9 regarding use and completion of the WIC ID Card was removed. Section 272.10, Issuing the Participant Master Record, becomes section 272.9.

Section 274 Changes in Categorical Status

The word “coupon” was changed to “benefits” with the use of the WNC.

Section 275 Terminations

Verbiage was revised to reflect use of WNC benefits.

Section 276 Transfers

This section was updated to reflect WNC and *WIC Information on Transferring Groups and Participants Using Statewide Search* document.

Section 281 Migrant Farmworkers

The entire section has been updated to help with certification of migrant farmworkers.

Section 283 Coordination and Integration of WIC and Other Health Care Services

Names of referral entities were updated and Mental Health Services (referrals for participants with depression) and Help Me Grow were added. The Referral Procedure section includes reference to the *Information Sharing in the WIC Program* pamphlet as implemented in APL 2015-009. With the replacement of the *Combined Programs Application* form, the referral procedures provided in All Projects Letter 2014-089 have been added to this section, including the addition of subsection 283.4 Referral on *Application for Health Coverage & Help Paying Costs Form*.

Appendix 200

The Table of Contents has been updated to include Appendix 200 changes.

Updates and Additions - Spanish:

Carta Bienvenida a WIC (Spanish HEA4472) WTW letter has been updated for use with the *Information Sharing in the WIC Program* (HEA 5527 Spanish) pamphlet.

Combinada De Programas (Combined Programs Application) ODJFS 07216-S revision 5/2011 is replaced with *Solicitud Combinada De Programas* Revision ODM 07216-SPA 7/2014 due to application changes by ODM.

WIC Interagency Referral and Follow-Up Form (Spanish- 4419) has been updated with the equal access statement and added “Email address” in the participant information section.

Updates and Additions - English:

Application for Health Coverage & Help Paying Costs [ODM 07216 (Rev. 7/2014)] is added for reference based on APL 2014-089.

Checklist for WIC Certification Appointments changed in format, revised “food issuance” to “benefit issuance,” and updated the area to correspond to use of the WNC. References to use of the ID folder and signing of coupon stubs were deleted.

Notice: The WIC Program Cannot Serve You letter (HEA 4462) has been updated with the newest version of the equal access statement.

Obtaining Blood Samples information was removed from Section 267 and placed into the Appendix since less blood samples will be used with the use of the Pronto-7 Analyzer.

Ohio WIC Program No Proof Form has been updated with the newest version of the equal access statement.

Private Physician/Hospital/Clinic Medical Services Memorandum of Agreement has minor changes in format to match the 2016 WIC Continuation Solicitation.

Welcome to WIC Letter (HEA 4435) has been updated for use with the *Information Sharing in the WIC Program* (HEA 4416) pamphlet.

WIC Authorized Representative Letter removes WIC ID as an example of identity and added that the authorized representative must bring in the WNC and know the PIN to receive benefits.

WIC Information on Transferring Groups and Participants Using Statewide Search was added.

WIC Interagency Referral and Follow-Up Form (English – HEA 4427) has been updated with the equal access statement and added “Email address” in the participant information section.

Deletions:

Combined Programs Application JFS 7216 (Rev. 5/2003) is removed due to form replacement by ODM.

Chapter 300

Chapter 300 Table of Contents

New section names were updated and Section 332 was changed to reserved.

Section 300 Introduction to Chapter 300 - Food Issuance

Coupon description removed; WNC description added.

Section 301 Authorized Foods

Links to the federal regulations and Final Food Package Rule were updated. Wording changes were made to reflect the change from coupons to EBT.

Section 302 Prescription of Supplemental Foods

Minor grammatical updates were made. Reference to expired section of policy (Health Professional Hiring Guidelines) was updated.

Section 303 Food Package Prescription for Women

Wording changes in the entire section were made to reflect the change from coupons to EBT. Also, the word “prescribe” was changed in several places to “authorize” to clarify policy.

303.5 Guidelines for Prescribing Food Packages to the Pregnant, Breastfeeding and Postpartum Woman

Section was updated to clarify that a woman who is breastfeeding while pregnant (singleton or multiples) may only receive a breastfeeding package if the infants are 12 months old or younger and not receiving formula from WIC.

Section was also updated to clarify the authorization of 2% milk is at the discretion of the health professional and warranted by a medical need. Soy milk and tofu may now be authorized by a health professional. It is at the discretion of the health professional to decide if more than 4 lbs. of tofu are to be substituted for milk.

Section 304 Food Package Prescription for Infants

Wording changes in the entire section were made to reflect the change from coupons to EBT.

304.2 Initial Certification of Breastfed Infants in the First Month of Life (Defined as an Infant Less Than 30 Days Old)

Breastfeeding guidance was updated.

304.4 Infant Formulas

Reference to the correct section of the *Ohio WIC Prescribed Formula and Food Request* form was updated.

304.6 Conversion of an Infant Food Package to a Child Food Package

Section was updated to clarify the authorization of 2% milk for children 24 months of age or older is at the discretion of the health professional and warranted by a medical condition.

Section 305.2 Guidelines for Prescribing Food Packages for Children

Section was updated to clarify the authorization of 2% milk for 1-year-old children (12 months to 2 years of age) for whom overweight or obesity is a concern, at the discretion of the health professional. Soy milk and tofu may now be authorized by the health professional.

Table 310A Authorized WIC Formulas

This table was updated to include information regarding the newly added formula – Carnation Breakfast Essentials. The section about PurAmino was also updated to reflect the new fat profile including 33% MCT oil. Enfamil Enfaport and Boost Kid Essentials (pharmacy) were removed.

Section 311 Iron-Fortified Formulas

Added additional clarification in Section 311.2 regarding RTF formulas being issued at the health professional's discretion if the participant has a medically relevant health condition.

Section 312.2 Prescriptions

Section was updated to reflect the new order of the revised *Ohio WIC Food and Formula Request Form*.

312.6 Food Packages with Special Formulas and 312.7 Food Packages with Soy Milk and Tofu

These sections were updated to clarify the authorization of 2% milk for children 24 months of age or older at the discretion of the health professional and warranted by a medical condition. Soy milk and tofu may now be authorized by a health professional. It is at the discretion of the health professional to decide if more than 4 lbs. of tofu are to be substituted for milk.

Section 318 Prescription of Special Formulas for Inborn Errors of Metabolism

Wording changes in the entire section were made to reflect the change from coupons to EBT. Website information was updated. Sections related to referral and benefit issuance were shortened and updated.

Section 322 Food Package Guide

Wording changes in the entire section were made to reflect the change from coupons to EBT.

Section 323 Food Package Changes

Wording changes in the entire section were made to reflect the change from coupons to EBT. Food/formula package change information moved here from EBT pilot policy section 330.

Section 330 Coupons and Fruit and Vegetable Vouchers (FVV)

Wording and policy changes in the entire section were made to reflect the change from coupons to EBT.

Section 331 Instructions for Coupon/FVV Use

Wording and policy changes in the entire section were made to reflect the change from coupons to EBT.

Section 332 Mailing Coupons/Fruit and Vegetable Vouchers

This section was deleted since WIC Nutrition Cards cannot be mailed.

Appendix 300

Appendix 300 Table of Contents

The Appendix 300 Table of Contents was updated with the Complaint form name change.

Bureau of Health Services Complaint Form

This form was updated for completing electronically and the bureau name was updated.

Container Sizes of Formula Provided by Ohio WIC The new formula, Carnation Breakfast Essentials, was added to the document, and Boost Kid Essentials (pharmacy) and Enfamil EnfaPort were removed.

Formula Guide

The new formula, Carnation Breakfast Essentials, was added to the document, and Boost Kid Essentials (pharmacy) and Enfamil EnfaPort were removed.

Metabolic Services Teams

This document is updated to match current information available online.

Ohio WIC Authorized Foods List (AFL)

Added new foods: Schwebel's 100% Whole Wheat Bread – 16 ounces and Healthy Life 100% Whole Wheat Sandwich Buns – 16 ounces effective January 2015; and fresh white potatoes effective July 1, 2015. The new formula, Carnation Breakfast Essentials, was added to the document, and Boost Kid Essentials (pharmacy) and Enfamil EnfaPort were removed.

The format of the paper AFL has been revised to help with readability and ease of use.

Ohio WIC Prescribed Formula and Food Request Form

- General changes in formatting were made for increased readability and understanding and to encourage more fully completed forms returning to the local clinics.
- The space for a contract formula trial has been added back.
- The new formula, Carnation Breakfast Essentials, was added to the document, and Boost Kid Essentials (pharmacy) and Enfamil EnfaPort were removed.
- The new section D simplifies the wording for supplemental food issuance. WIC health professionals will now issue age appropriate supplemental foods unless the healthcare provider indicates otherwise on the form.
- Instructions and clarifications of each section are now included on the back of the form. Some additional clarifications are on the front as well.

Special Child/Woman Food Package Tool

The unauthorized formula names have been removed.

MAF/NASrs/ PAP/pap

APPENDIX 300

OHIO WIC FOOD ISSUANCE

The Appendix consists of copies of forms used in the WIC program, reference guides, charts, and resource information. The material provided in the Appendix is arranged in alphabetical order.

ADP Shipping List HEA 4471

Authorization to Distribute Metabolic Formula

Bureau of Health Services Complaint Form

Container Sizes of Formula Provided by Ohio WIC

Food Package Guide

Formula Package Guides

Genetic and Metabolic Service Teams

Ohio WIC Authorized Foods List

Ohio WIC Authorized Formulas List

Ohio WIC Prescribed Formula and Food Request Form

Ohio WIC Retail Vendor Administrative Code Rules

Ohio WIC Retail Vendor Manual

Ohio WIC Retail Vendor Regions Map

Special Child/Woman Food Package Tool

Vendor Batch Transmittal HEA 4456

WIC Formula Availability Letter (Medicaid)

ADP Shipping List

| | |
|--------------------------|------------------|
| Local WIC Project Number | Date of shipment |
| Local WIC Project Name | Clinic number |

Material Description

Coupons

| | | |
|-------------|-----------|----------|
| Form number | To number | Quantity |
|-------------|-----------|----------|

VBTS

| | | |
|-------------|-----------|----------|
| From number | To number | Quantity |
|-------------|-----------|----------|

Please verify receipt of these items by signing and dating this form and returning it within three days of receipt to:

WIC Production Unit, 900 Freeway Drive North, Building 8, Columbus, Ohio 43229

| | |
|-------------|------|
| Received by | Date |
|-------------|------|

Ohio Department of Health • Ohio Metabolic Formula Program

Authorization to Distribute Metabolic Formula

☐ Rx updated by phone

| | | | |
|-----------------|--------------------------------|------------------|-------------------|
| Date / / | Date updated by WIC / / | Person spoken to | WIC staff initial |
|-----------------|--------------------------------|------------------|-------------------|

| | | |
|--|--------------------|--------------------------|
| Client name | | Date of birth / / |
| Parent/Guardian's name | | |
| Street address | | Phone () |
| City | ZIP | County |
| Diagnosis | Prescribed formula | |
| Nutrition plan (for patients referred to WIC only) | | |

Authorization to distribute formula—certification of diet compliance

(For Formula Program information only—**NOT for determining WIC Coupon issuance.**

WIC: please issue all coupons permitted under individual's certification period):

- ☐ This patient is consuming metabolic formula and following metabolic diet as prescribed.
Please send _____ months of metabolic formula (maximum of four months will be issued).
- ☐ This patient has not been following metabolic diet as prescribed.
Please send one month of formula and then progress will be reassessed.
- ☐ This patient is returning to diet. Please send one month of formula and then compliance will be assessed.
- ☐ This patient is new to our practice. Please send one month of formula and then compliance will be assessed.

| | | | |
|---|------|---------------------|------|
| Physician or Nurse Practitioner signature | Date | Dietitian signature | Date |
| | | | |

WIC Food Package Prescription (for participants referred to WIC)

Select types and amounts of foods to be provided each month

Infant (0-12 months)

- ☐ Full PKU formula pkg
- ☐ Combo PKU/ Similac Advance pkg
- ☐ Combo PKU/Isomil Advance pkg
- ☐ Full metabolic formula pkg
- ☐ Combo metabolic/Similac Advance pkg
- ☐ Combo metabolic/Isomil Advance pkg
- ☐ Infant cereal
- ☐ Babyfood fruit/vegetable

Child/Woman (1 year and up) Please indicate amount of food per month

- | | |
|---|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> PKU formula _____ <input type="checkbox"/> Metabolic formula _____ <input type="checkbox"/> Milk _____ <input type="checkbox"/> Juice _____ <input type="checkbox"/> Breakfast cereal _____ <input type="checkbox"/> Eggs _____ <input type="checkbox"/> Fruits and Vegetables _____ | <ul style="list-style-type: none"> <input type="checkbox"/> Beans, dried peas _____ and legumes <input type="checkbox"/> Peanut butter _____ <input type="checkbox"/> Whole grains _____ (bread, brown rice, oatmeal, corn/whole wheat tortillas) <input type="checkbox"/> Fish _____ <input type="checkbox"/> Infant cereal _____ (child only) |
|---|--|

☐ Do not provide any of the above foods _____

Mail WIC Coupons for metabolic and PKU formula to:

Kim DeDino, BCMH Dietitian, Ohio Department of Health, 246 North High Street, Columbus, OH 43215, 614-466-0227

**Bureau of Health Services
COMPLAINT FORM**

County: _____ Clinic #: _____ Date: _____

Complaint filed by: Participant Retail Vendor

Name of Participant or Vendor **filing this complaint:** _____

Address, City, State, Zip: _____

Telephone Number: _____

Name of participant or vendor complaint filed **against:** _____

Address, City, State, Zip: _____

| |
|----------------------|
| Nature of Complaint: |
|----------------------|

| |
|-----------------|
| Local Response: |
|-----------------|

Project Staff Signature: _____ Date: _____

Complaints must be forwarded to: **Vendor Operations Section, Ohio Department of Health, Bureau of Health Services, 246 N. High St. – 6th floor, Columbus, OH 43216-0118.**

STATE WIC RESPONSE ONLY:

**Container Sizes of Formula Provided by Ohio WIC
As of 10/1/2014**

| Primary Formulas | Concentrate | Powder | Ready-to-Feed |
|---|--------------------|---------------|----------------------|
| Similac Advance | 13 ounce | 12.4 ounce | 32 ounce |
| Similac Soy Isomil | 13 ounce | 12.4 ounce | 32 ounce |
| Similac Sensitive (prescription required) | | 12 ounce | 32 ounce |
| Similac for Spit-Up (prescription required) | | 12 ounce | 32 ounce |

| Special Formulas | Concentrate | Powder | Ready-to-Feed |
|--|--------------------|---------------|----------------------|
| Boost | | | 8 ounce |
| Boost Breeze | | | 8 ounce |
| Boost Kid Essentials 1.0 Calories (retail) | | | 8.25 ounce |
| Boost Kid Essentials 1.5 Calories | | | 8 ounce |
| Boost Kid Essentials with Fiber 1.5 Calories | | | 8 ounce |
| Bright Beginnings Soy Pediatric Drink | | | 8 ounce |
| Carnation Breakfast Essentials | | | 8 ounce |
| Compleat Pediatric | | | 8.45 ounce |
| Compleat Pediatric Reduced Calorie | | | 8.45 ounce |
| EleCare for Infants | | 14.1 ounce | |
| EleCare Junior | | 14.1 ounce | |
| Enfamil EnfaCare | | 12.8 ounce | 32 ounce |
| Enfamil Nutramigen | 13 ounce | | 32 ounce |
| Enfamil Nutramigen with Enflora LGG | | 12.6 ounce | |
| Ensure | | | 8 ounce |
| Neocate (E028) Splash | | | 8 ounce |
| Neocate Infant with DHA & ARA | | 14.1 ounce | |
| Neocate Junior | | 14.1 ounce | |
| Neocate Junior with Prebiotics | | 14.1 ounce | |
| Nutren Junior | | | 8.45 ounce |
| Nutren Junior with Fiber | | | 8.45 ounce |

Effective 10/1/2014
PPL 183

| | | | |
|--|--|------------|------------|
| PediaSure | | | 8 ounce |
| PediaSure Enteral | | | 8 ounce |
| PediaSure with Fiber | | | 8 ounce |
| PediaSure with Fiber Enteral | | | 8 ounce |
| PediaSure 1.5 Calories | | | 8 ounce |
| PediaSure 1.5 Calories with Fiber | | | 8 ounce |
| PediaSure Peptide | | | 8 ounce |
| PediaSure Peptide 1.5 Calories | | | 8 ounce |
| Peptamen Junior | | | 8.45 ounce |
| Peptamen Junior with Fiber | | | 8.45 ounce |
| Peptamen Junior with Prebio ¹ | | | 8.45 ounce |
| Peptamen Junior 1.5 Calories | | | 8.45 ounce |
| Pregestimil | | 16 ounce | |
| PurAmino DHA/ARA | | 14.1 ounce | |
| Similac Expert Care Alimentum | | 16 ounce | 32 ounce |
| Similac Expert Care NeoSure | | 13.1 ounce | 32 ounce |
| Similac PM 60/40 | | 14.1 ounce | |

| Modulars | Concentrate | Powder | Ready-to-Feed |
|----------------------|--------------------|---------------|----------------------|
| Neocate Nutra | | 14.1 ounce | |
| Super Soluble Duocal | | 14 ounce | |

| Children | | | | | | | | |
|------------------------------|-------------|--------|---------|------|--|---|---|-------------|
| Beans/Peanut Butter | Cereal | Cheese | Eggs | Fish | Fruit/Vegetable | Juice | Milk, Low lactose/Lactose free, or Dry Milk | Whole Grain |
| 1 16-18 oz jar peanut butter | up to 36 oz | | 1 dozen | | \$6 cash value | 2 64 oz bottles | 2, 3, OR 4 gal milk | up to 32 oz |
| 16 oz dried beans | | | | | 2 cans (11.5/12 oz) frozen concentrate juice | 2, 3, OR 4 gal Low lactose/Lactose free | up to 16 oz | |
| up to 64 oz canned beans | | | | | 1 64 oz bottle | 1 or 2 boxes (25.6oz) dry milk | | |
| up to 32 oz canned beans | | | | | 1 cans (11.5/12 oz) frozen concentrate juice | | | |

Exclusively Breastfeeding Multiples

First Month (of 2 month average)

* The total amount of foods for these categories is averaged over a 2 month period. For the peanut butter and/or beans and juice options, tailored options are automatically paired with the Month 2 tailoring amounts.

| *Beans/Peanut Butter | Cereal | *Cheese | Eggs | Fish | Fruit/Vegetable | *Juice | Milk, Low lactose/Lactose free, Soy or Dry Milk | *Whole Grain |
|--|-------------|---------|---------|-------------|-----------------|--|---|--------------|
| A) 2 16-18 oz jar peanut butter & 32 oz dried beans | up to 54 oz | 32 oz | 3 dozen | up to 45 oz | \$15 cash value | A) 3 64 oz bottles & 1 can (11.5/12 oz) frozen concentrate juice | 5 OR 9 gal milk | up to 32 oz |
| B) 2 16-18 oz jar peanut butter & up to 96 oz canned beans | | | | | | B) 5 cans (11.5/12 oz) frozen concentrate juice | 5 OR 9 gal Low lactose/Lactose free | |
| C) 32 oz dried beans & up to 96 oz canned beans | | | | | | | 5 OR 9 gal soy milk | |
| D) 2 16-18 oz jar peanut butter | | | | | | | 4 box (25.6oz) dry milk & 1 gal milk | |
| | | | | | | | 2 box (25.6oz) dry milk | |
| 48 oz dried beans | | | | | | | 8 gal milk + 1/2 gal milk + 2 lbs tofu | |
| up to 192 oz canned beans | | | | | | | 8 gal milk + 4 lbs tofu | |
| | | | | | | | 4 gal milk + 1/2 gal milk + 2 lbs tofu | |
| | | | | | | | 4 gal milk + 4 lbs tofu | |

Second Month (of 2 month average)

| *Beans/Peanut Butter | Cereal | *Cheese | Eggs | Fish | Fruit/Vegetable | *Juice | Milk, Low lactose/Lactose free, Soy or Dry Milk | *Whole Grain |
|--|-------------|---------|---------|-------------|-----------------|---|---|--------------|
| A) 1 16-18 oz jar peanut butter & 16 oz dried beans | up to 54 oz | 16 oz | 3 dozen | up to 45 oz | \$15 cash value | A) 3 64 oz bottles | 5 OR 9 gal milk | up to 16 oz |
| B) 1 16-18 oz jar peanut butter & up to 96 oz canned beans | | | | | | B) 4 cans (11.5/12 oz) frozen concentrate juice | 5 OR 9 gal Low lactose/Lactose free | |
| C) 16 oz dried beans & up to 96 oz canned beans | | | | | | | 5 OR 9 gal soy milk | |
| D) 1 16-18 oz jar peanut butter | | | | | | | 4 box (25.6oz) dry milk & 1 gal milk | |
| | | | | | | | 8 gal milk + 1/2 gal milk + 2 lbs tofu | |
| 48 oz dried beans | | | | | | | 8 gal milk + 4 lbs tofu | |
| up to 192 oz canned beans | | | | | | | 4 gal milk + 1/2 gal milk + 2 lbs tofu | |
| | | | | | | | 4 gal milk + 4 lbs tofu | |

Exclusively Breastfeeding, singleton / Substantially or Partially Breastfeeding Multiples / Pregnant, expecting multiples

| Beans/Peanut Butter | Cereal | Cheese | Eggs | Fish | Fruit/Vegetable | Juice | Milk, Low lactose/Lactose free, Soy or Dry Milk | Whole Grain |
|--|-------------|--------|---------|-------------|-----------------|---|---|-------------|
| 1 16-18 oz jar peanut butter | up to 36 oz | 16 oz | 2 dozen | up to 30 oz | \$10 cash value | 2 OR 3 cans (11.5/12 oz) frozen concentrate juice | 2, 4 OR 6 gal milk | up to 16 oz |
| 16 oz dried beans & up to 64 oz canned beans | | | 1 dozen | | | 1 OR 2 bottles (64 oz) juice | 2, 4 OR 6 gal Low lactose/Lactose free | |
| up to 64 oz canned beans | | | | | | | 2, 4 OR 6 gal soy milk | |
| 16 oz dried beans | | | | | | | 1, 2 OR 3 box (25.6oz) dry milk | |
| 32 oz dried beans | | | | | | | 5 gal milk + 1/2 gal milk + 2 lbs tofu | |
| up to 64 oz canned beans | | | | | | | 5 gal milk + 4 lbs tofu | |
| up to 128 oz canned beans | | | | | | | 3 gal milk + 1/2 gal milk + 2 lbs tofu | |
| 2 16-18 oz jar peanut butter | | | | | | | 3 gal milk + 4 lbs tofu | |
| | | | | | | | 1 gal milk + 1/2 gal milk + 2 lbs tofu | |
| | | | | | | | 1 gal milk + 4 lbs tofu | |

Substantially or Partially Breastfeeding, singleton / Pregnant, singleton

| Beans/Peanut Butter | Cereal | Cheese | Eggs | Fish | Fruit/Vegetable | Juice | Milk, Low lactose/Lactose free, Soy or Dry Milk | Whole Grain |
|--|-------------|--------|---------|------|-----------------|---|---|-------------|
| 1 16-18 oz jar peanut butter | up to 36 oz | | 1 dozen | | \$10 cash value | 2 OR 3 cans (11.5/12 oz) frozen concentrate juice | 5 gal milk & ½ gal milk | up to 16 oz |
| 1 16-18 oz peanut butter & 16 oz dried beans | | | | | | 1 OR 2 bottles (64 oz) juice | 2 OR 4 gal milk | |
| 16 oz dried beans | | | | | | | 2 OR 4 gal Low lactose/Lactose free | |
| 32 oz dried beans | | | | | | | | |
| up to 64 oz canned beans | | | | | | | 5 gal soy milk & ½ gal soy milk | |
| up to 128 oz canned beans | | | | | | | 2 OR 4 gal soy milk | |
| 2 16-18oz jar peanut butter | | | | | | | 2 box (25.6oz) dry milk & 1 gal milk & ½ gal milk | |
| | | | | | | | 1 box (25.6oz) dry milk | |
| | | | | | | | 5 gal milk + 2 lbs tofu | |
| | | | | | | | 4 gal milk + 1/2 gal milk + 4 lbs tofu | |
| | | | | | | | 3 gal milk + 1/2 gal milk + 2 lbs tofu | |
| | | | | | | | 3 gal milk + 4 lbs tofu | |
| | | | | | | | 1 gal milk + 1/2 gal milk + 2 lbs tofu | |
| | | | | | | | 1 gal milk + 4 lbs tofu | |

Minimally breastfeeding/Postpartum

| Beans/Peanut Butter | Cereal | Cheese | Eggs | Fish | Fruit/Vegetable | Juice | Milk, Low lactose/Lactose free, Soy or Dry Milk | Whole Grain |
|------------------------------|-------------|--------|---------|------|-----------------|---|---|-------------|
| 1 16-18 oz jar Peanut butter | up to 36 oz | | 1 dozen | | \$10 cash value | 1 OR 2 cans (11.5/12 oz) frozen concentrate juice | 2, 3 OR 4 gal milk | |
| 16 oz dried beans | | | | | | 1 bottle (64 oz) juice | 2, 3 OR 4 gal Low lactose/Lactose free | |
| up to 64 oz canned beans | | | | | | | 2, 3 OR 4 gal soy milk | |
| up to 32 oz canned beans | | | | | | | 1 or 2 boxes (25.6oz) dry milk | |
| | | | | | | | 3 gal milk + 1/2 gal milk + 2 lbs tofu | |
| | | | | | | | 3 gal milk + 4 lbs tofu | |
| | | | | | | | 2 gal milk + 1/2 gal milk + 2 lbs tofu | |
| | | | | | | | 2 gal milk + 4 lbs tofu | |
| | | | | | | | 1 gal milk + 1/2 gal milk + 2 lbs tofu | |
| | | | | | | | 1 gal milk + 4 lbs tofu | |

Infant Formula Guide

| FORMULA | SIZE | TYPE | BF STATUS | PACKAGE | AGE | | | | | | | | | | | |
|--|---------|------|------------------|------------------|-----|----|----|----|----|----|----|----|----|----|----|----|
| | | | | | B | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| Similac Advance, Similac Soy Isomil, & Nutramigen | 13 OZ | C | M, NON | Full | 31 | 31 | 31 | 31 | 34 | 34 | 24 | 24 | 24 | 24 | 24 | 24 |
| | | C | M, NON | Tailored | | 24 | 24 | 24 | 26 | 26 | 18 | 18 | 18 | 18 | 18 | 18 |
| | | C | S,P,M | Full S/P | | 14 | 14 | 14 | 17 | 17 | 12 | 12 | 12 | 12 | 12 | 12 |
| | | C | S,P,M | Tailored 1 S/P | | 11 | 11 | 11 | 13 | 13 | 9 | 9 | 9 | 9 | 9 | 9 |
| | | C | M, NON - AT RISK | At Risk Full | | | | | | | 34 | 34 | 34 | 34 | 34 | 34 |
| | | C | S,P,M - AT RISK | At Risk Full S/P | | | | | | | 17 | 17 | 17 | 17 | 17 | 17 |
| Similac Advance & Similac Soy Isomil | 12.4 OZ | P | M, NON | Full | 9 | 9 | 9 | 9 | 10 | 10 | 7 | 7 | 7 | 7 | 7 | 7 |
| | | P | M, NON | Tailored | | 7 | 7 | 7 | 8 | 8 | 6 | 6 | 6 | 6 | 6 | 6 |
| | | P | S,P,M | Full S/P | 1 | 4 | 4 | 5 | 5 | 5 | 4 | 4 | 4 | 3 | 3 | 3 |
| | | P | S,P,M | Tailored 1 S/P | | 3 | 3 | 4 | 4 | 4 | 3 | 3 | 3 | 3 | 3 | 3 |
| | | P | S,P,M | Tailored 2 S/P | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | | P | M, NON - AT RISK | At Risk Full | | | | | | | 10 | 10 | 10 | 10 | 10 | 9 |
| | | P | S,P,M - AT RISK | At Risk Full S/P | | | | | | | 5 | 5 | 5 | 5 | 5 | 5 |
| Similac Advance, Similac Soy Isomil, Similac Sensitive, Similac Expert Care Alimentum, Similac Expert Care NeoSure, Similac for Spit-Up, Nutramigen, & Enfamil EnfaCare | 32 OZ | RTF | M, NON | Full | 25 | 25 | 25 | 26 | 28 | 28 | 20 | 20 | 20 | 19 | 19 | 19 |
| | | RTF | M, NON | Tailored | 19 | 19 | 19 | 20 | 21 | 21 | 15 | 15 | 15 | 15 | 15 | 15 |
| | | RTF | S,P,M | Full S/P | | 11 | 12 | 12 | 14 | 14 | 10 | 10 | 10 | 10 | 10 | 9 |
| | | RTF | S,P,M | Tailored S/P | | 9 | 9 | 9 | 11 | 11 | 8 | 8 | 8 | 8 | 8 | 7 |
| | | RTF | M, NON - AT RISK | At Risk Full | | | | | | | 28 | 28 | 28 | 28 | 27 | 27 |
| | | RTF | S,P,M - AT RISK | At Risk Full S/P | | | | | | | 14 | 14 | 14 | 14 | 14 | 13 |
| | | | | | | | | | | | | | | | | |
| Similac Sensitive, Similac for Spit-Up | 12 OZ | P | M, NON | Full | 9 | 9 | 9 | 9 | 10 | 10 | 7 | 7 | 7 | 7 | 7 | 7 |
| | | P | M, NON | Tailored | | 7 | 7 | 7 | 8 | 8 | 6 | 6 | 6 | 6 | 6 | 6 |
| | | P | S,P,M | Full S/P | 1 | 4 | 4 | 5 | 5 | 5 | 4 | 4 | 4 | 3 | 3 | 3 |
| | | P | S,P,M | Tailored 1 S/P | | 3 | 3 | 4 | 4 | 4 | 3 | 3 | 3 | 3 | 3 | 3 |
| | | P | S,P,M | Tailored 2 S/P | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | | P | M, NON - AT RISK | At Risk Full | | | | | | | 10 | 10 | 10 | 10 | 10 | 9 |
| | | P | S,P,M - AT RISK | At Risk Full S/P | | | | | | | 5 | 5 | 5 | 5 | 5 | 5 |
| Nutramigen with Enflora LGG | 12.6 OZ | P | M, NON | Full | 9 | 9 | 10 | 10 | 10 | 11 | 8 | 8 | 7 | 7 | 7 | 7 |
| | | P | M, NON | Tailored | | 7 | 8 | 8 | 8 | 9 | 6 | 6 | 6 | 6 | 6 | 6 |
| | | P | S,P,M | Full S/P | 1 | 4 | 4 | 5 | 5 | 6 | 4 | 4 | 4 | 4 | 3 | 3 |
| | | P | S,P,M | Tailored 1 S/P | | 3 | 3 | 4 | 4 | 5 | 3 | 3 | 3 | 3 | 3 | 3 |
| | | P | S,P,M | Tailored 2 S/P | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | | P | M, NON - AT RISK | At Risk Full | | | | | | | 11 | 10 | 10 | 10 | 10 | 10 |
| | | P | S,P,M - AT RISK | At Risk Full S/P | | | | | | | 6 | 5 | 5 | 5 | 5 | 5 |
| Similac Expert Care NeoSure | 13.1 OZ | P | M, NON | Full | 9 | 9 | 10 | 10 | 10 | 11 | 8 | 8 | 7 | 7 | 7 | 7 |
| | | P | M, NON | Tailored | | 7 | 8 | 8 | 8 | 9 | 6 | 6 | 6 | 6 | 6 | 6 |
| | | P | S,P,M | Full S/P | 1 | 4 | 4 | 5 | 5 | 6 | 4 | 4 | 4 | 4 | 3 | 3 |
| | | P | S,P,M | Tailored 1 S/P | | 3 | 3 | 4 | 4 | 5 | 3 | 3 | 3 | 3 | 3 | 3 |
| | | P | S,P,M | Tailored 2 S/P | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | | P | M, NON - AT RISK | At Risk Full | | | | | | | 11 | 10 | 10 | 10 | 10 | 10 |
| | | P | S,P,M - AT RISK | At Risk Full S/P | | | | | | | 6 | 5 | 5 | 5 | 5 | 5 |
| Neocate Infant with DHA & ARA | 14.1 OZ | P | M, NON | Full | 8 | 8 | 9 | 9 | 9 | 10 | 7 | 7 | 7 | 6 | 6 | 6 |
| | | P | M, NON | Tailored | | 6 | 7 | 7 | 7 | 8 | 6 | 6 | 6 | 5 | 5 | 5 |
| | | P | S,P,M | Full S/P | 1 | 4 | 4 | 4 | 5 | 5 | 4 | 4 | 3 | 3 | 3 | 3 |
| | | P | S,P,M | Tailored 1 S/P | | 3 | 3 | 3 | 4 | 4 | 3 | 3 | 3 | 3 | 3 | 3 |
| | | P | S,P,M | Tailored 2 S/P | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | | P | M, NON - AT RISK | At Risk Full | | | | | | | 10 | 9 | 9 | 9 | 9 | 9 |
| | | P | S,P,M - AT RISK | At Risk Full S/P | | | | | | | 5 | 5 | 5 | 5 | 4 | 4 |

Infant Formula Guide

| FORMULA | SIZE | TYPE | BF STATUS | PACKAGE | AGE | | | | | | | | | | | |
|--|---------|---|------------------|------------------|-----|----|----|----|----|----|----|----|----|----|----|----|
| | | | | | B | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| Similac PM 60/40 | 14.1 OZ | P | M, NON | Full | 8 | 8 | 8 | 8 | 9 | 9 | 7 | 6 | 6 | 6 | 6 | 6 |
| | | P | M, NON | Tailored | | 6 | 6 | 6 | 7 | 7 | 6 | 5 | 5 | 5 | 5 | 5 |
| | | P | S,P,M | Full S/P | 1 | 3 | 4 | 4 | 4 | 5 | 4 | 3 | 3 | 3 | 3 | 3 |
| | | P | S,P,M | Tailored 1 S/P | | 3 | 3 | 3 | 3 | 4 | 3 | 3 | 3 | 3 | 3 | 3 |
| | | P | S,P,M | Tailored 2 S/P | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | | P | M, NON - AT RISK | At Risk Full | | | | | | | 9 | 9 | 9 | 9 | 8 | 8 |
| | | P | S,P,M - AT RISK | At Risk Full S/P | | | | | | | 5 | 5 | 4 | 4 | 4 | 4 |
| EleCare for Infants | 14.1 OZ | P | M, NON | Full | 8 | 8 | 9 | 9 | 9 | 10 | 7 | 7 | 7 | 7 | 6 | 6 |
| | | P | M, NON | Tailored | | 6 | 7 | 7 | 7 | 8 | 6 | 6 | 6 | 6 | 5 | 5 |
| | | P | S,P,M | Full S/P | 1 | 4 | 4 | 4 | 5 | 5 | 4 | 4 | 3 | 3 | 3 | 3 |
| | | P | S,P,M | Tailored 1 S/P | | 3 | 3 | 3 | 4 | 4 | 3 | 3 | 3 | 3 | 3 | 3 |
| | | P | S,P,M | Tailored 2 S/P | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | | P | M, NON - AT RISK | At Risk Full | | | | | | | 10 | 10 | 9 | 9 | 9 | 9 |
| | | P | S,P,M - AT RISK | At Risk Full S/P | | | | | | | 5 | 5 | 5 | 5 | 4 | 4 |
| PurAmino DHA/ARA | 14.1 OZ | P | M, NON | Full | 8 | 8 | 8 | 9 | 9 | 10 | 7 | 7 | 7 | 6 | 6 | 6 |
| | | P | M, NON | Tailored | | 6 | 6 | 7 | 7 | 8 | 6 | 6 | 6 | 5 | 5 | 5 |
| | | P | S,P,M | Full S/P | 1 | 4 | 4 | 4 | 5 | 5 | 4 | 4 | 3 | 3 | 3 | 3 |
| | | P | S,P,M | Tailored 1 S/P | | 3 | 3 | 3 | 4 | 4 | 3 | 3 | 3 | 3 | 3 | 3 |
| | | P | S,P,M | Tailored 2 S/P | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | | P | M, NON - AT RISK | At Risk Full | | | | | | | 10 | 9 | 9 | 9 | 9 | 9 |
| | | P | S,P,M - AT RISK | At Risk Full S/P | | | | | | | 5 | 5 | 5 | 5 | 4 | 4 |
| Enfamil EnfaCare | 12.8 OZ | P | M, NON | Full | 10 | 10 | 10 | 10 | 11 | 11 | 8 | 8 | 8 | 8 | 7 | 7 |
| | | P | M, NON | Tailored | | 8 | 8 | 8 | 9 | 9 | 6 | 6 | 6 | 6 | 6 | 6 |
| | | P | S,P,M | Full S/P | 1 | 4 | 5 | 5 | 5 | 6 | 4 | 4 | 4 | 4 | 4 | 3 |
| | | P | S,P,M | Tailored 1 S/P | | 3 | 4 | 4 | 4 | 5 | 3 | 3 | 3 | 3 | 3 | 3 |
| | | P | S,P,M | Tailored 2 S/P | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | | P | M, NON - AT RISK | At Risk Full | | | | | | | 11 | 11 | 11 | 11 | 11 | 10 |
| | | P | S,P,M - AT RISK | At Risk Full S/P | | | | | | | 6 | 6 | 6 | 5 | 5 | 5 |
| Similac Expert Care Alimentum | 16 OZ | P | M, NON | Full | 7 | 7 | 7 | 8 | 8 | 8 | 6 | 6 | 6 | 5 | 5 | 5 |
| | | P | M, NON | Tailored | | 6 | 6 | 6 | 6 | 6 | 5 | 5 | 5 | 4 | 4 | 4 |
| | | P | S,P,M | Full S/P | 1 | 3 | 3 | 4 | 4 | 4 | 3 | 3 | 3 | 3 | 3 | 2 |
| | | P | S,P,M | Tailored 1 S/P | | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 2 |
| | | P | S,P,M | Tailored 2 S/P | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | | P | M, NON - AT RISK | At Risk Full | | | | | | | 8 | 8 | 8 | 8 | 8 | 7 |
| | | P | S,P,M - AT RISK | At Risk Full S/P | | | | | | | 4 | 4 | 4 | 4 | 4 | 4 |
| Pregestimil | 16 OZ | P | M, NON | Full | 7 | 7 | 7 | 8 | 8 | 8 | 6 | 6 | 6 | 6 | 5 | 5 |
| | | P | M, NON | Tailored | | 6 | 6 | 6 | 6 | 6 | 5 | 5 | 5 | 5 | 4 | 4 |
| | | P | S,P,M | Full S/P | 1 | 3 | 3 | 4 | 4 | 4 | 3 | 3 | 3 | 3 | 3 | 2 |
| | | P | S,P,M | Tailored 1 S/P | | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 2 |
| | | P | S,P,M | Tailored 2 S/P | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | | P | M, NON - AT RISK | At Risk Full | | | | | | | 8 | 8 | 8 | 8 | 8 | 8 |
| | | P | S,P,M - AT RISK | At Risk Full S/P | | | | | | | 4 | 4 | 4 | 4 | 4 | 4 |
| Metabolic & PKU | | For information on issuing Metabolic/PKU coupons, see Chapter 300 section 318 | | | | | | | | | | | | | | |
| Metabolic & Similac w/ES or Sim Soy Isomil PKU & Similac w/ES or Sim Soy Isomil | 12.4 OZ | P | M, NON | Full | 4 | 4 | 5 | 5 | 5 | 5 | 4 | 4 | 4 | 3 | 3 | 3 |
| | | P | M, NON - AT RISK | At Risk Full | | | | | | | 5 | 5 | 5 | 5 | 5 | 5 |
| MEDICAL FOOD | SIZE | TYPE | BF STATUS | PACKAGE | AGE | | | | | | | | | | | |
| | | | | | B | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| Neocate Nutra | 14 OZ | P | M, NON | Full | | | | | | | 4 | 4 | 4 | 4 | 4 | 4 |
| | | P | S,P,M | Full S/P | | | | | | | 4 | 4 | 4 | 4 | 4 | 4 |

Complimentary foods (begin between six and twelve months of age)

| <u>Complimentary foods</u> (begin between six and twelve months of age) | | | | AGE | | | | | | | | | | | | |
|---|---------------------------------------|--------|----------|-----|---|---|---|---|---|---|----|----|----|----|----|----|
| | | | | B | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | |
| Excl Breastfed | Jarred Baby Foods-meats | 2.5 OZ | Full | | | | | | | | 31 | 31 | 31 | 31 | 31 | 31 |
| | | | Tailor 1 | | | | | | | | 24 | 24 | 24 | 24 | 24 | 24 |
| | | | Tailor 2 | | | | | | | | 16 | 16 | 16 | 16 | 16 | 16 |
| Excl Breastfed | Jarred Baby Foods-fruits & vegetables | 4 OZ | Full | | | | | | | | 64 | 64 | 64 | 64 | 64 | 64 |
| Excl Breastfed | | | Tailor 1 | | | | | | | | 48 | 48 | 48 | 48 | 48 | 48 |
| NON, M, S, P | | | Tailor 2 | | | | | | | | 32 | 32 | 32 | 32 | 32 | 32 |
| NON, M, S, P | | | Tailor 3 | | | | | | | | 16 | 16 | 16 | 16 | 16 | 16 |
| Excl Breastfed, NON, M, S, & P | Cereal | 8 OZ | Full | | | | | | | | 3 | 3 | 3 | 3 | 3 | 3 |
| | | | Tailor 1 | | | | | | | | 2 | 2 | 2 | 2 | 2 | 2 |
| | | | Tailor 2 | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 |

Breastfeeding Definitions

| Frequency | The First 30 Days of Life (Birth Month) | Month One and Beyond (Month 1 through Month 11) |
|-----------------|---|---|
| Exclusive (E) | Infant receives no formula from WIC | Infant receives no formula from WIC |
| Substantial (S) | Average of <3.5 oz./day | Average of ≤ 8 oz. formula/day |
| Partial (P) | Average of 3.5 oz./day | Average of 9-16 oz. formula/day |
| Minimally (M) | Average of >3.5 oz./day | Average of > 16 oz formula/day |

Child Prescribed Formula Guide

| Formula Name(s): | Size | Type | Full* | Case Size Adjusted Full | Tailored 1 | Tailored 2 | Tailored 3 |
|---|--|------|-------|-------------------------|------------|------------|------------|
| Boost Breeze | 8 OZ | RTF | 113 | 108 | 81 | 54 | 27 |
| Boost Kid Essentials 1.0 Cal (retail) | 8.25 OZ | RTF | 110 | 96 | 72 | 48 | 24 |
| Boost Kid Essentials 1.5 cal | 8 OZ | RTF | 113 | 108 | 81 | 54 | 27 |
| Boost Kid Essentials 1.5 cal with Fiber | 8 OZ | RTF | 113 | 108 | 81 | 54 | 27 |
| Bright Beginnings Soy Pediatric Drink | 8 OZ | RTF | 113 | 96 | 72 | 48 | 24 |
| Carnation Breakfast Essentials | 8 OZ | RTF | 113 | 108 | 84 | 54 | 24 |
| Compleat Pediatric | 8.45 OZ | RTF | 107 | 96 | 72 | 48 | 24 |
| Compleat Pediatric Reduced Calorie | 8.45 OZ | RTF | 107 | 96 | 72 | 48 | 24 |
| EleCare Junior | 14.1 OZ | P | 14 | | 11 | 7 | |
| Neocate Junior | 14.1 OZ | P | 14 | 12 | 8 | 4 | |
| Neocate Junior with Prebiotics | 14.1 OZ | P | 14 | 12 | 8 | 4 | |
| Neocate Nutra | 14.1 OZ | P | 5 | | 4 | 3 | 2 |
| Neocate (EO28) Splash | 8 OZ | RTF | 113 | 108 | 81 | 54 | 27 |
| Nutramigen | 13 OZ | C | 35 | | 27 | 18 | |
| | 32 OZ | RTF | 28 | | 21 | 14 | |
| Nutramigen with Enflora LGG | 12.6 OZ | P | 10 | | 8 | 5 | |
| Nutren Junior | 8.45 OZ | RTF | 107 | 96 | 72 | 48 | 24 |
| Nutren Junior w/Fiber | 8.45 OZ | RTF | 107 | 96 | 72 | 48 | 24 |
| PediaSure | 8 OZ | RTF | 113 | 96 | 72 | 48 | 24 |
| PediaSure 1.5 Cal | 8 OZ | RTF | 113 | 96 | 72 | 48 | 24 |
| PediaSure 1.5 Cal with Fiber | 8 OZ | RTF | 113 | 96 | 72 | 48 | 24 |
| PediaSure Enteral | 8 OZ | RTF | 113 | 96 | 72 | 48 | 24 |
| PediaSure Enteral w/Fiber | 8 OZ | RTF | 113 | 96 | 72 | 48 | 24 |
| PediaSure with Fiber | 8 OZ | RTF | 113 | 96 | 72 | 48 | 24 |
| PediaSure Peptide | 8 OZ | RTF | 113 | 96 | 72 | 48 | 24 |
| PediaSure Peptide 1.5 Cal | 8 OZ | RTF | 113 | 96 | 72 | 48 | 24 |
| Peptamen Junior | 8.45 OZ | RTF | 107 | 96 | 72 | 48 | 24 |
| Peptamen Junior 1.5 Cal | 8.45 OZ | RTF | 107 | 96 | 72 | 48 | 24 |
| Peptamen Junior with Fiber | 8.45 OZ | RTF | 107 | 96 | 72 | 48 | 24 |
| Peptamen Junior with Prebio | 8.45 OZ | RTF | 107 | 96 | 72 | 48 | 24 |
| PurAmino DHA/ARA | 14.1 OZ | P | 9 | | 4 | | |
| Pregestimil | 16 OZ | P | 8 | | 6 | 4 | |
| Similac Expert Care Alimentum | 16 OZ | P | 7 | | 6 | 4 | |
| | 32 OZ | RTF | 28 | | 21 | 14 | |
| Similac PM 60/40 | 14.1 OZ | P | 8 | | 6 | 4 | |
| Similac Soy Isomil | 13 OZ | C | 35 | | 27 | 18 | |
| | 12.4 OZ | P | 10 | | 8 | 5 | |
| | 32 OZ | RTF | 28 | | 21 | 14 | |
| Super Soluble Duocal | 14 OZ | P | 5 | | 4 | 3 | 2 |
| PKU Formula | For information on issuing Metabolic/PKU coupons see Chapter 300 section 318 | | | | | | |
| Metabolic Formula | | | | | | | |

Women Prescribed Formula Guide

| Formula Name(s): | Size | Type | Full* | Case Size Adjusted Full | Tailored 1 | Tailored 2 | Tailored 3 |
|--------------------------------|--|------|-------|-------------------------|------------|------------|------------|
| Boost | 8 OZ | RTF | 113 | 96 | 72 | 48 | 24 |
| Boost Breeze | 8 OZ | RTF | 113 | 108 | 81 | 54 | 27 |
| Carnation Breakfast Essentials | 8 OZ | RTF | 113 | 108 | 84 | 54 | 24 |
| Ensure | 8 OZ | RTF | 113 | 96 | 72 | 48 | 24 |
| Super Soluble Duocal | 14 OZ | P | 5 | | 4 | 3 | 2 |
| PKU Formula | For information on issuing Metabolic/PKU coupons see Chapter 300 section 318 | | | | | | |
| Metabolic Formula | | | | | | | |

* Note: Some maximum formulas may not evenly distribute based upon manufacturer cases sizes. Because of this, participants may be asked to forfeit formula when redeeming coupons. To avoid this issue health professionals have the option to assign the Case Size Adjusted Full Package.

***State Approval Only Packages for Children (NON AGA and >18 mo AGA) ***

| Formula Name(s): | Size | Type | Full* | Adjusted Full | Tailored 1 | Tailored 2 |
|--------------------------------|---------|------|-------|---------------|------------|------------|
| Enfamil EnfaCare | 12.8 OZ | P | 11 | | 6 | |
| | 32 OZ | RTF | 28 | 24 | 18 | 14 |
| Metabolic & Similac Advance | 12.4 OZ | P | 3 | | | |
| Metabolic & Similac Soy Isomil | 12.4 OZ | P | 3 | | | |
| PKU & Similac Advance | 12.4 OZ | P | 3 | | | |
| PKU & Similac Soy Isomil | 12.4 OZ | P | 3 | | | |
| Similac Advance | 13 OZ | C | 35 | | 27 | 18 |
| | 12.4 OZ | P | 10 | | 8 | 5 |
| | 32 OZ | RTF | 28 | | 21 | 14 |
| Similac Expert Care NeoSure | 13.1 OZ | P | 10 | | 6 | |
| | 32 OZ | RTF | 28 | 24 | 18 | 14 |
| Similac Sensitive | 13 OZ | C | 35 | | 27 | 18 |
| | 12.6 OZ | P | 10 | | 8 | 5 |
| | 32 OZ | RTF | 28 | | 21 | 14 |
| Similac for Spit-Up | 12.3 OZ | P | 10 | | 8 | |

State Approval Packages

These packages require approval by a NAS consultant before they can be provided to a participant. To obtain approval staff must request package approval via the WIC Certification System. Staff MUST call their NAS consultant to alert them to the request in the system. If a participant is waiting in the clinic and staff cannot reach their assigned NAS consultant, call (614) 644-8571 and ask to be connected to another NAS consultant. NOTE: Do not contact Help Desk as they are NOT authorized to approve or assist with these packages.

State Approval Only Packages for Infants

| FORMULA | SIZE | TYPE | PACKAGE | AGE | | | | | | | | | | | |
|--|---------|------|----------|-----|-----|-----|-----|-----|-----|----|----|----|----|----|----|
| | | | | B | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| Bright Beginnings Soy Pediatric Drink PediaSure PediaSure with Fiber PediaSure Enteral PediaSure Enteral with Fiber PediaSure Peptide | 8 OZ | RTF | Full | 100 | 101 | 101 | 101 | 110 | 111 | 78 | 78 | 78 | 78 | 78 | 78 |
| | | | Tailored | 72 | 72 | 72 | 72 | 78 | 78 | 54 | 54 | 54 | 54 | 54 | 54 |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| Boost Kid Essentials (retail) | 8.25 OZ | RTF | Full | 97 | 98 | 98 | 98 | 107 | 108 | 76 | 76 | 76 | 76 | 75 | 75 |
| | | | Tailored | 54 | 54 | 54 | 54 | 54 | 81 | 54 | 54 | 54 | 54 | 54 | 54 |
| Nutren Junior Nutren Junior with Fiber Peptamen Junior Peptamen Junior with Fiber | 8 OZ | RTF | Full | 95 | 95 | 96 | 96 | 105 | 105 | 74 | 74 | 74 | 74 | 74 | 74 |
| | | | Tailored | 48 | 48 | 72 | 72 | 72 | 72 | 48 | 48 | 48 | 48 | 48 | 48 |
| | | | | | | | | | | | | | | | |

Child - Prescribed Formula Milk Options

| Milk Only | Milk + Cheese | Low lactose or Lactose free | Low lactose or Lactose free + Cheese | Soy Milk Only | Soy Milk + Cheese | Dry Milk Only* | Dry Milk* + Cheese + Fluid Milk |
|-----------|-----------------|-----------------------------|---------------------------------------|---------------|------------------------|-----------------|---------------------------------|
| Amt (gal) | Milk Amt (gal) | Amt (gal) | Low lactose or Lactose free Amt (gal) | Amt (1/2 gal) | Soy Milk Amt (1/2 gal) | Amt (box) | Amt (box) |
| 4 | 2.5 | 4 | 2.5 | 8 | 5 | 2-25.6 oz boxes | 1-25.6 oz box |
| 3 | Cheese Amt (lb) | 3 | Cheese Amt (lb) | 6 | Cheese Amt (lb) | 1-25.6 oz box | Cheese Amt (lb) |
| 2 | 2 | 2 | 2 | 4 | 2 | | 2 |
| 0 | | 0 | | 0 | | | Fluid Milk Amt (gal) |
| | | | | | | | 0.5 |

Multiple pregnancies, Exclusively Breast Feeding, Substantially/Partially Breast Feeding multiples - Prescribed Formula Package Milk Options

| Milk Only | Milk + Cheese | Low lactose or Lactose free | Low lactose or Lactose free + Cheese | Soy Milk Only | Soy Milk + Cheese | Dry Milk Only | Dry Milk + Cheese + Fluid Milk |
|-----------|-----------------|-----------------------------|---------------------------------------|---------------|------------------------|-----------------|--------------------------------|
| Amt (gal) | Milk Amt (gal) | Amt (gal) | Low lactose or Lactose free Amt (gal) | Amt (1/2 gal) | Soy Milk Amt (1/2 gal) | Amt (box) | Amt (box) |
| 6 | 4.5 | 6 | 4.5 | 12 | 9 | 3-25.6 oz boxes | 2-25.6 oz boxes |
| 4 | Cheese Amt (lb) | 4 | Cheese Amt (lb) | 8 | Cheese Amt (lb) | 2-25.6 oz boxes | Cheese Amt (lb) |
| 2 | 2 | 2 | 2 | 4 | 2 | 1-25.6 oz box | 2 |
| 0 | | 0 | | 0 | | | Fluid Milk Amt (gal) |
| | | | | | | | 0.5 |

Pregnant and Substantially/Partially Breast Feeding - Prescribed Formula Package Milk Options

| Milk Only | Milk + Cheese | Low lactose or Lactose free | Low lactose or Lactose free + Cheese | Soy Milk Only | Soy Milk + Cheese | Dry Milk Only | Dry Milk + Fluid Milk | Dry Milk + Cheese |
|-----------|-----------------|-----------------------------|---------------------------------------|---------------|------------------------|-----------------|-----------------------|-------------------|
| Amt (gal) | Milk Amt (gal) | Amt (gal) | Low lactose or Lactose free Amt (gal) | Amt (1/2 gal) | Soy Milk Amt (1/2 gal) | Amt (box) | Amt (box) | Amt (box) |
| 5.5 | 4 | 5.5 | 4 | 11 | 8 | 2-25.6 oz boxes | 2-25.6 oz boxes | 2-25.6 oz boxes |
| 4 | Cheese Amt (lb) | 4 | Cheese Amt (lb) | 8 | Cheese Amt (lb) | 1-25.6 oz box | 1-25.6 oz box | Cheese Amt (lb) |
| 2 | 2 | 2 | 2 | 4 | 2 | | Fluid Milk Amt (gal) | 2 |
| 0 | | 0 | | 0 | | | 1.5 | |
| | | | | | | | 1 | |

Postpartum & Minimally Breast Feeding- Prescribed Formula Package Milk Options

| Milk Only | Milk + Cheese | Low lactose or Lactose free | Low lactose or Lactose free + Cheese | Soy Milk Only | Soy Milk + Cheese | Dry Milk Only | Dry Milk + Cheese + Fluid Milk |
|-----------|-----------------|-----------------------------|---------------------------------------|---------------|------------------------|-----------------|--------------------------------|
| Amt (gal) | Milk Amt (gal) | Amt (1/2 gal) | Low lactose or Lactose free Amt (gal) | Amt (1/2 gal) | Soy Milk Amt (1/2 gal) | Amt (box) | Amt (box) |
| 4 | 2.5 | 8 | 5 | 8 | 5 | 2-25.6 oz boxes | 1-25.6 oz boxes |
| 3 | Cheese Amt (lb) | 6 | Cheese Amt (lb) | 6 | Cheese Amt (lb) | 1-25.6 oz box | Cheese Amt (lb) |
| 2 | 2 | 4 | 2 | 4 | 2 | | 2 |
| 0 | | 0 | | 0 | | | Fluid Milk Amt (gal) |
| | | | | | | | 0.5 |

Exclusively Breast Feeding Multiples - Prescribed Formula Package Milk Options

| Milk Only | Milk + Cheese | Low lactose or Lactose free | Low lactose or Lactose free + Cheese | Soy Milk Only | Soy Milk + Cheese | Dry Milk Only | Dry Milk + Cheese + Fluid Milk | Dry Milk + Fluid Milk |
|-----------|-----------------|-----------------------------|---------------------------------------|---------------|------------------------|-----------------|--------------------------------|-----------------------|
| Amt (gal) | Milk Amt (gal) | Amt (gal) | Low lactose or Lactose free Amt (gal) | Amt (1/2 gal) | Soy Milk Amt (1/2 gal) | Amt (box) | Amt (box) | Amt (box) |
| 9 | 7.5 | 9 | 7.5 | 18 | 15 | 4-25.6 oz boxes | 3-25.6 oz boxes | 4-25.6 oz boxes |
| 5 | Cheese Amt (lb) | 5 | Cheese Amt (lb) | 10 | Cheese Amt (lb) | 2-25.6 oz box | Cheese Amt (lb) | 2-25.6 oz boxes |
| 0 | 2 | 0 | 2 | 0 | 2 | | 2 | Fluid Milk Amt (gal) |
| | | | | | | | Fluid Milk Amt (gal) | 1 |
| | | | | | | | 1.5 | |

*Dry milk options for children are only available for children 24 months and older
Participants must be on a prescribed formula to receive either cheese or whole milk

Child **Prescribed** Soy Milk and Tofu Options

| Food Package | Tofu (per month) | Milk* (per month) | or | Soy Milk (per month) |
|--|------------------|-------------------|----|----------------------|
| Maximum (4 gallons) (8 half gallons) | 32 oz | 3 ½ gallons | | 7 half gallons |
| | 64 oz | 3 gallons | | 6 half gallons |
| | 96 oz | 2 ½ gallons | | 5 half gallons |
| | 128 oz | 2 gallons | | 4 half gallons |
| | 160 oz | 1 ½ gallons | | 3 half gallons |
| | 192 oz | 1 gallon | | 2 half gallons |
| | 224 oz | ½ gallon | | 1 half gallon |
| | 256 oz | none | | none |
| Tailored (3 gallons) (6 half gallons) | 32 oz | 2 ½ gallons | | 5 half gallons |
| | 64 oz | 2 gallons | | 4 half gallons |
| | 96 oz | 1 ½ gallons | | 3 half gallons |
| | 128 oz | 1 gallon | | 2 half gallons |
| | 160 oz | ½ gallon | | 1 half gallon |
| | 192 oz | none | | none |
| Tailored (2 gallons) (4 half gallons) | 32 oz | 1 ½ gallons | | 3 half gallons |
| | 64 oz | 1 gallon | | 2 half gallons |
| | 96 oz | ½ gallon | | 1 half gallon |
| | 128 oz | none | | none |

*Low lactose or Lactose free may be substituted in place of milk.

Women Soy Milk and Tofu Options

| Category | Tofu (per month) | Milk* Packages (gallons per month) | | | or | Soy Milk Packages (1/2 gallons per month) | | |
|--|---------------------|---------------------------------------|------|------|----|--|------|------|
| | | 5 ½ | 4 | 2 | | 11 | 8 | 4 |
| Pregnant & Substantially/Partially breastfeeding | 32 oz** | 5 | 3 ½ | 1 ½ | | 10 | 7 | 3 |
| | 64 oz** | 4 ½ | 3 | 1 | | 9 | 6 | 2 |
| | 96 oz | 4 | 2 ½ | ½ | | 8 | 5 | 1 |
| | 128 oz | 3 ½ | 2 | none | | 7 | 4 | none |
| | 160 oz | 3 | 1 ½ | | | 6 | 3 | |
| | 192 oz | 2 ½ | 1 | | | 5 | 2 | |
| | 224 oz | 2 | ½ | | | 4 | 1 | |
| | 256 oz | 1 ½ | none | | | 3 | none | |
| | 288 oz | 1 | | | | 2 | | |
| | 320 oz | ½ | | | | 1 | | |
| | 352 oz | none | | | | none | | |
| | | 4 | 3 | 2 | or | 8 | 6 | 4 |
| Postpartum/minimally breastfeeding | 32 oz** | 3 ½ | 2 ½ | 1 ½ | | 7 | 5 | 3 |
| | 64 oz** | 3 | 2 | 1 | | 6 | 4 | 2 |
| | 96 oz | 2 ½ | 1 ½ | ½ | | 5 | 3 | 1 |
| | 128 oz | 2 | 1 | none | | 4 | 2 | none |
| | 160 oz | 1 ½ | ½ | | | 3 | 1 | |
| | 192 oz | 1 | none | | | 2 | none | |
| | 224 oz | ½ | | | | 1 | | |
| | 256 oz | none | | | | none | | |
| | | 6 | 4 | 2 | or | 12 | 8 | 4 |
| Exclusively breastfeeding, Substantially/Partially breastfeeding multiples, & Pregnant with multiples | 32 oz** | 5 ½ | 3 ½ | 1 ½ | | 11 | 7 | 3 |
| | 64 oz** | 5 | 3 | 1 | | 10 | 6 | 2 |
| | 96 oz | 4 ½ | 2 ½ | ½ | | 9 | 5 | 1 |
| | 128 oz | 4 | 2 | none | | 8 | 4 | none |
| | 160 oz | 3 ½ | 1 ½ | | | 7 | 3 | |
| | 192 oz | 3 | 1 | | | 6 | 2 | |
| | 224 oz | 2 ½ | ½ | | | 5 | 1 | |
| | 256 oz | 2 | none | | | 4 | none | |
| | 288 oz | 1 ½ | | | | 3 | | |
| | 320 oz | 1 | | | | 2 | | |
| | 352 oz | ½ | | | | 1 | | |
| | 384 oz | none | | | | none | | |
| | | 9 | 5 | | or | 18 | 10 | |
| Exclusively breastfeeding multiples | 32 oz** | 8 ½ | 4 ½ | | | 17 | 9 | |
| | 64 oz** | 8 | 4 | | | 16 | 8 | |
| | 96 oz | 7 ½ | 3 ½ | | | 15 | 7 | |
| | 128 oz | 7 | 3 | | | 14 | 6 | |
| | 160 oz | 6 ½ | 2 ½ | | | 13 | 5 | |
| | 192 oz | 6 | 2 | | | 12 | 4 | |
| | 224 oz | 5 ½ | 1 ½ | | | 11 | 3 | |
| | 256 oz | 5 | 1 | | | 10 | 2 | |
| | 288 oz | 4 ½ | ½ | | | 9 | 1 | |
| | 320 oz | 4 | none | | | 8 | none | |
| | 352 oz | 3 ½ | | | | 7 | | |
| | 384 oz | 3 | | | | 6 | | |
| | 416 oz | 2 ½ | | | | 5 | | |
| | 448 oz | 2 | | | | 4 | | |
| | 480 oz | 1 ½ | | | | 3 | | |
| | 512 oz | 1 | | | | 2 | | |
| | 544 oz | ½ | | | | 1 | | |
| | 576 oz | none | | | | none | | |

*Low lactose or Lactose free may be substituted in place of milk.

**Tofu at these amounts does not require a prescription. 32 oz tofu = 2 lbs tofu.

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• Marvin Miller, MD

Re: 9/8/2014

Ohio WIC Program Authorized Foods List

Least Expensive Brand Preferred

Milk

Cow's Milk

- Plain, white, pasteurized, Vitamin D fortified milk only
- Gallon containers only (unless ½ gallons are specified)
- Low Fat (1% or ½ %) or Skim unless Whole milk or Reduced Fat (2%) is specified

NOT ALLOWED

Flavored
Organic
Super Skim
Fat Free Plus

Non-Fat Dry Milk

- Only when specified
- 25.6 oz. size only

Low Lactose or Lactose Free Milk

- Only when specified
- Gallon and Half Gallon containers

Soy Milk

- Only when specified

ALLOWED:

8th Continent – Original and Vanilla flavors only
Silk- Original flavor only

Tofu

16 oz. package size only: Can be combined up to the total number of ounces issued

ALLOWED:

| | |
|--------------------|---|
| Azumaya | Silken |
| House Foods | Premium Firm, Premium Extra Firm, Regular |
| Nasoya | Organic Silken |
| Vitasoy | Firm Natural, Wet Pack Extra Firm |

Eggs

- Large Grade A or AA
- White Chicken Eggs
- 1 dozen carton size

NOT ALLOWED:

Organic
Pasteurized
Pickled
Hard Boiled
Low Cholesterol
Egg Substitutes
Cage Free or Free Range
Fortified or Enhanced with Omega 3
With added Vitamins or Minerals

Cheese

Regular or Low Fat
16 oz. size only

ALLOWED:

Domestic Blocks or Slices of only the following types:

| | |
|---------------|------------|
| American | Cheddar |
| Colby | Colby Jack |
| Monterey Jack | Mozzarella |
| Muenster | Provolone |
| Swiss | |

NOT ALLOWED:

| | |
|-----------------|---------------|
| Organic | Shredded |
| Cracker Cut | Cubed |
| Deli | Crumble |
| Low Sodium | Cheese Spread |
| Cream Cheese | String Cheese |
| Farmer's Cheese | Butter |

Cheese foods or products like Velveeta
Individually wrapped slices
Goat, sheep or yogurt cheese

Fruits and Vegetables

Participants can choose from any combination of fresh, frozen or canned fruits and vegetables up to the maximum dollar amount authorized. Participants cannot exceed the maximum dollar amount when using the WIC Nutrition Card (WNC). Participants cannot receive cash or credit refunds for any amount not used.

Fruits

Fresh

ALLOWED

- Whole
- Pre-cut or sliced fruit
- Individual serving sizes without sauces or dips

NOT ALLOWED

- Fruit trays or party trays
- Fruit baskets
- Decorative or ornamental: e.g., painted pumpkins
- Salad bar items
- Fruit with added nuts
- Baked goods with added fruit
- Dried fruit include leathers and roll ups
- Prunes, raisins, dried cranberries or any other dried fruit
- Edible blossoms or flowers
- Fruits with sauces or dips

Frozen

ALLOWED

- Any variety without added sugar

NOT ALLOWED

- Fruit with added sugar
- Sorbets or fruit bars
- Baked goods with fruit (e.g., pies)

Cans, Jars, Plastic Containers

ALLOWED

- Fruit in juice, juice concentrate or nectar
- Fruit in water with artificial sweetener
- Individual serving sizes without sauces or dips

NOT ALLOWED

- Fruit in gelatin
- Sorbets, fruit chillers, fruit crisps or parfaits
- Fruit with added sugar or nuts
- Fruit in heavy, light or extra light syrup
- Fruit leathers or roll ups
- Dried fruits – prunes, raisins, cranberries or any other dried fruit
- Fruit with sauces or dips
- Pie filling

Vegetables

Fresh

ALLOWED

- Whole, pre-cut, or sliced vegetables
- Fresh, white potatoes, sweet potatoes and yams
- Individual serving sizes without sauces or dips

NOT ALLOWED

- Vegetable trays or party trays
- Decorative or ornamental (e.g. garlic on a string)
- Salad bar items
- Herbs or spices
- Edible blossoms or flowers
- Vegetables with sauces or dips

Frozen

ALLOWED

- Plain, single ingredient vegetable or mixed vegetables

NOT ALLOWED

- Sweet potato fries
- Vegetables with added sauces, seasonings, fats and oils, nuts, potatoes, rice, pasta or other grains
- Breaded Vegetables

Cans, Jars, Plastic Containers

ALLOWED

- Regular, low Sodium or no added salt
- Tomato Sauce or Tomato Paste
- Individual serving sizes without sauces or dips

NOT ALLOWED

- Any variety of canned white potatoes
- Mixed vegetables with potatoes
- Dried potatoes or dried onions
- Creamed vegetables or vegetables with sauces or dips
- Herbs or spices
- Vegetables with added fats or oils
- Spaghetti Sauce or Pizza Sauce
- Soups
- Sauerkraut, pickled beets or other pickled vegetables
- Olives
- Catsup or other condiments
- Canned beans (e.g., navy, kidney, etc.)
- Salsa

Peanut Butter, Dried Beans, Canned Beans, Fish

Least Expensive Brand Preferred

Peanut Butter

16 oz. to 18 oz. containers only
Regular or Natural
Smooth, Creamy, Crunchy or Chunky
Reduced Fat
Low Sodium
Low Sugar

NOT ALLOWED:

- Spreads
- Whipped
- Added Jelly
- Marshmallow
- Honey or other foods
- Fortified or enhanced varieties

Dried Beans or Peas

16 oz. packages only

NOT ALLOWED:

- Beans or Peas with added seasonings

Canned Beans

Canned beans may be combined up to the number of ounces issued

NOT ALLOWED:

- Baked Beans
- Beans with added seasonings, sauce, fats or meats
- Jarred beans

Fish

Canned Tuna:

Chunk Light packed in water only
5 oz. or 6 oz. can size only

Canned Salmon:

Pink Salmon only
14.75 oz. can size only

NOT ALLOWED:

- Red Salmon
- Tuna in Pouches

Juice – Shelf Stable or Refrigerated Cartons
Least Expensive Brand Preferred

All juices listed below must meet the following criteria:

- 100% unsweetened juice
- 64 ounce plastic bottles only
- Orange Juice can be any brand

NOT ALLOWED:

Fruit Drinks
 Sweetened Juices
 Cocktails or Powders

| | |
|---------------------------|--|
| Apple and Eve | Apple, Cranberry Grape, Cranberry Peach Mango, Cranberry Pomegranate, Cranberry Raspberry, Cranberry Wild Berry, Naturally Cranberry |
| Best Choice | Apple, Berry Blend, Cherry Blend, Grape, Grape Blend, Grapefruit, Pineapple, Punch Blend, White Grape |
| Best Yet | Apple, Cranberry, Cranberry Grape, Cranberry Raspberry, Grape, Grapefruit, White Grape |
| Campbell's | Tomato (Regular and Low Sodium), V-8 (Regular) |
| Diane's Garden | Vegetable |
| Essential Everyday | Apple, Berry Blend, Cherry Blend, Cranberry, Grape, Grape Blend, Pineapple, Punch Blend, White Grape, White Grapefruit |
| Everfresh | Apple |
| Food Club | Apple, Cranberry, Cranberry Grape, Grapefruit, Cranberry Raspberry, Grape, White Grape |
| Giant Eagle | Apple, Cranberry, Grape, Grapefruit, White Grape |
| Great Value | Apple, Cranberry, Cranberry Concord Grape, Grape, White Grape, White Grape Peach |
| IGA | Apple, Grape, White Grape |
| Juicy Juice | Apple, Apple Raspberry, Berry, Cherry, Grape, Kiwi Strawberry, Mango, Orange Tangerine, Punch, Strawberry Banana, Tropical, White Grape |
| Kroger | Apple, Berry, Cranberry, Grape, Grapefruit, Pineapple, White Grape, White Grape Peach |
| Langers | Apple, Apple Cranberry, Apple Grape, Apple Orange Pineapple, Grape, Pineapple, Ruby Red Grapefruit, Red Grape, Tomato, Vegetable (Regular and Low Sodium), White Grape, White Grapefruit |
| Meijer | Apple, Berry-Genuine, Cherry-Genuine, Fruit Punch-Genuine, Grape-Genuine, Grape, Ruby Red Grapefruit, White Grape, White Grape Peach |
| Motts | Apple |
| Musselman's | Apple |
| Northland | Cranberry, Cranberry Blackberry, Cranberry Blueberry, Cranberry Cherry, Cranberry Grape, Cranberry Pomegranate, Cranberry Raspberry |
| Old Orchard | Apple, Apple Cranberry, Berry Blend, Blueberry Pomegranate, Cherry Pomegranate, Cranberry Pomegranate, Grape, Kiwi Strawberry, Peach Mango, Pineapple, Red Raspberry, White Grape, Wild Cherry |
| Our Family | Apple, Grape, Grapefruit, Pink Grapefruit, White Grape, 100% Juice Blend |
| Seneca | Apple |
| Shop n' Save | Apple, Berry Blend, Cherry Blend, Cranberry Blend, Cranberry Grape Blend, Cranberry Raspberry Blend, Punch Blend, Pineapple, White Grape, White Grapefruit |
| Shurfine | Apple, Grape, Pineapple, White Grape |
| Spartan | Apple, Cranberry, Cranberry Grape, Cranberry Raspberry, Grape, Grapefruit, Sooo Juicy Berry, Sooo Juicy Cherry, Sooo Juicy Grape, Sooo Juicy Punch, Vegetable, White Grape |
| Tipton Grove | Apple, Grape |
| Valu Time | Grape |
| Welch's | Grape, Red Grape, White Grape |

Juice – Frozen

Least Expensive Brand Preferred

All Juices Listed Below must meet the following criteria;

- 100% unsweetened juice
- 11.5 or 12 oz. only-Must reconstitute to 48 oz.
- Orange Juice can be any brand

| | |
|---------------------------|--|
| Best Yet | Apple, Grape, Grapefruit |
| Dole | Pineapple, Pineapple Orange |
| Essential Everyday | Apple |
| Food Club | Apple, Grapefruit |
| Great Value | Apple, Grape |
| IGA | Apple |
| Kroger | Apple, Grape, Grapefruit, Pineapple |
| Langers | Apple, Apple Cranberry, Apple Orange Pineapple, Grape, Pineapple, White Grape |
| Meijer | Apple |
| Old Orchard | Apple, Apple Cherry, Apple Cranberry, Apple Kiwi Strawberry, Apple Passion Mango, Apple Raspberry, Apple Strawberry Banana, Berry Blend, Blueberry Pomegranate, Cranberry Pomegranate, Cranberry Raspberry, Grape, Pineapple, Pineapple Orange, Pineapple Orange Banana, White Grape |
| Our Family | Apple |
| Seneca | Apple |
| Shop n' Save | Apple |
| Shurfine | Apple |
| Tipton Grove | Apple |
| Welch's | Grape, White Grape, White Grape Cranberry, White Grape Peach, White Grape Raspberry |

Cereal – Cold

Least Expensive Brand Preferred

May be combined up to the number of oz. issued

| | |
|-------------------------------|--|
| Best Choice | Bite Sized Frosted Shredded Wheat, Enriched Bran Flakes, Corn Crisps, Crisp Rice, Rice Crisps, Happy O's, Honey Oat Clusters, Honey Oat Clusters with Almonds, Right Choice, Wheat Crisps |
| Essential Everyday | Bran Flakes, Corn Flakes, Crunchy Rice Squares, Honey Oats and Flakes with Almonds, Honey Oats and Flakes, Frosted Bite Size Shredded Wheat, Crunchy Corn Squares, Crispy Rice, Oats and More with Almonds, Oats and More with Honey |
| Food Club/Best Yet | Bite Size Frosted Shredded Wheat, Corn Squares, Rice Squares, Crisp Rice, Toasted Oats, Essential Choice Oat, Corn Flakes, Honey & Oat Flakes, Enriched Bran Flakes |
| General Mills | Cheerios, Corn Chex, Kix, Multi-Grain Cheerios, Rice Chex, Total Whole Grain, Wheat Chex, Wheaties |
| Giant Eagle | Bran Flakes, Corn Flakes, Frosted Bite Size Shredded Wheat, Honey Oat Medley, Toasted Oats |
| Great Value | Bran Flakes, Corn Flakes, Crisp Rice, Crunchy Honey Oats, Crunchy Oat Squares, Frosted Shredded Wheat, Toasted Corn, Toasted Whole Grain Oat, Toasted Rice, Toasted Wheat |
| IGA | Bite Size Frosted Shredded Wheat, Corn Flakes, Crispy Rice, Enriched Bran Flakes, Square Shaped Corn, Square Shaped Rice, Tasteeos, Toasted Oats |
| Kellogg's | All Bran Complete Wheat Flakes, Corn Flakes, Frosted Mini-Wheats (Bite Size), Rice Krispies, Rice Krispies Gluten Free, Special K |
| Kroger | Bite Size Frosted Shredded Wheat, Corn Bitz, Honey Crisp Medley, Honey Crisp Medley with Almonds, Living Well, Rice Bitz, Toasted Oats |
| Malt-O-Meal | Crispy Rice, Frosted Mini Spooners, Honey & Oat Blenders, Honey & Oat Blenders with Almonds |
| Meijer | Bite Size Frosted Shredded Wheat, Corn Flakes, Corn Squares, Crisp Rice, Enriched Bran Flakes, Rice Squares, Toasted Oats, Wheat Squares |
| Mornin Gem/Kiggins | Crispy Rice |
| Natures Crunch/Kiggins | Bran Flakes, Bite Size Frosted Shredded Wheat |
| Our Family | Wheat Biscuits, Corn Biscuits, Rice Biscuits, High Fiber Bran Flakes, Corn Flakes, Frosted Bite Size Shredded Wheat, Toasted Rice Flakes, Crispy Rice, Oats and More with Almonds, Oats and More with Honey, Toasted Oats |
| Post | Banana Nut Crunch, Bran Flakes, Honey Bunches of Oats with Almonds, Honey Bunches of Oats Honey Roasted |
| Quaker | Life, Oatmeal Squares, Oatmeal Squares Brown Sugar, Oatmeal Squares Cinnamon |
| Ralston | Corn Biscuits, Corn Flakes, Crispy Rice, Enriched Wheat Bran Flakes, Oat Wise, Rice Biscuits, Tasteeos |
| Shopn' Save | Crispy Rice, Corn Flakes, Crunchy Corn Squares, Crunchy Rice Squares, Bran Flakes, Frosted Bite Size Shredded Wheat, Oats and More with Almonds, Oats and More with Honey |
| Shurfine | Crisp Rice, Toasted Oats, Honey Oats & Flakes, Enriched Bran Flakes, Corn Flakes, Crunchy Rice, Crunchy Corn, Frosted Shredded Wheat Bite Size, Wheat Squares |

CEREAL – HOT

| | |
|---------------|---|
| B & G Foods | Cream of Wheat – 18 oz. or 28 oz. size only |
| Farina Mills | Creamy Hot Wheat Original – 18 oz. or 28 oz. size only |
| Malt –O- Meal | Original Hot Wheat – 18 oz., 28 oz. or 36 oz. size only |
| Quaker | Instant Grits – 18 oz. size only |

Whole Grains - Can be combined up to the number of oz. issued

Least Expensive Brand Preferred

| Bread 16 oz. Size Only | |
|---|---|
| Aunt Millie's | Healthy Goodness Whole Grain White Healthy Goodness 100% Whole Wheat |
| Best Yet | 100% Whole Wheat |
| Bimbo | 100% Whole Wheat |
| Bunny | 100% Whole Wheat |
| Essential Everyday | 100% Whole Wheat |
| Food Lion | 100% Whole Wheat |
| Hannaford | 100% Whole Wheat |
| Healthy Life | Sugar Free 100% Whole Grain Wheat, 100% Whole Grain Whole Wheat |
| Holsum | 100% Whole Wheat |
| Kroger | 100% Whole Wheat Round Top |
| Meijer | 100% Whole Wheat; Whole Grain White |
| My Essentials | 100% Whole Wheat |
| Nature's Own | 100% Whole Grain Sugar Free |
| Nickels | Country Style 100% Whole Wheat |
| Our Family | 100% Whole Wheat |
| Ozark Hearth | 100% Whole Wheat |
| Pepperidge Farm | Jewish Rye Whole Grain Rye Seeded Stone Ground 100% Whole Wheat Very Thin Sliced 100% Whole Wheat |
| Roman Meal | Sungrain 100% Whole Wheat |
| Sara Lee | Classic 100% Whole Wheat |
| Schwebel's | Roman Meal Sungrain 100% Whole Wheat 100% Whole Wheat |
| Shurfresh | 100% Whole Wheat |
| Spartan | 100% Whole Wheat |
| Sunbeam | 100% Whole Wheat |
| Weight Watchers | 100% Whole Wheat |
| Wonder | 100% Whole Wheat |

BUNS

16 oz. Size Only

| | |
|--------------|--------------------------------|
| Arnold | Whole Wheat Hamburger Buns |
| Healthy Life | 100% Whole Wheat Sandwich Buns |

NOT ALLOWED:

- Items with added fruits, nuts, spices or icings
- Hot Dog Buns

Brown Rice

16 oz. Size Only

Plain

Any Brand

NOT ALLOWED:

- White Rice
- Wild Rice

Tortillas

16 oz. Size Only

| | |
|---------------|---|
| Carlita | Corn Taco, 100% Whole Wheat Flour |
| Celia's | White Corn, Yellow Corn, Whole Wheat Flour |
| Chi Chi's | White Corn Soft Taco Style, Whole Wheat Fajita Style |
| Don Pancho | White Corn, Whole Wheat |
| Food Club | Soft Taco Size Whole Wheat |
| Giant Eagle | Whole Wheat |
| Hannaford | Whole Wheat |
| Kroger | Whole Wheat |
| La Banderita | Corn, Fajita Whole Wheat |
| La Burrita | Corn |
| Meijer | Corn, White Corn, Whole Wheat |
| Mi Casa | 100% Whole Wheat |
| Mission | White Corn, Whole Wheat, Yellow Corn Extra Thin |
| My Essentials | Whole Wheat |
| Ortega | Whole Wheat |
| Pepito | Corn, Soft Taco Size Whole Wheat Flour |
| Shurfine | Corn, Hand Made Whole Wheat Fajita Style |
| Shurfresh | Whole Wheat Authentic Fajita Style |
| Tam-X-ico's | Yellow Corn |

Oatmeal

16 oz. Size Only

Plain

Any Brand

NOT ALLOWED:

- Packets
- Individual Serving Sizes
- Items with added fruits, nuts, spices
- Steel Cut

Infant Cereal, Infant Fruits, Infant Vegetables, Infant Meats

Infant Cereal

Gerber Brand Only

8 oz. Containers Only

ALLOWED: All Flavors of Iron Fortified Cereal

- Rice
- Oatmeal
- Whole Wheat
- Multi-Grain
- Barley

NOT ALLOWED

- With Added Fruit
- With Added DHA/ARA
- Cereal in Jars
- Variety Packs

Infant Fruits

Beech Nut Brand Only

4 oz. Glass Jars Only

ALLOWED: Only the Specific Types as Listed Below

Apples

Apple and Banana

Apple and Blueberry

Apple and Cherry

Apple, Mango and Kiwi

Apple, Pear and Banana

Apricot with Pear and Apple

Banana and Mixed Berry

Chiquita® Bananas

Chiquita® Bananas and Strawberry

Mango

Peaches

Pears

Pear and Pineapple

Pear and Raspberry

Infant Vegetables

Beech Nut Brand Only

4 oz. Glass Jars Only

ALLOWED: Only the Specific Types as Listed Below

Corn and Sweet Potato

Garden Vegetables

Sweet Potatoes

Sweet Peas

Squash

Mixed Vegetables

Sweet Carrots

Green Beans

Infant Meats

Beech Nut Brand Only

2.5 oz. Glass Jars Only

ALLOWED: Only the Specific Types as Listed Below

Beef and Beef Broth

Chicken and Chicken Broth

Turkey and Turkey Broth

Ohio WIC Authorized Formulas

Contract Formulas:

Similac Advance
Similac for Spit-Up (prescription required)
Similac Sensitive (prescription required)
Similac Soy Isomil

Prescribed Formulas:

| | |
|---|--|
| Boost | Neocate Junior with Prebiotics (all flavors) |
| Boost Breeze (all flavors) | Neocate Nutra |
| Boost Kid Essentials 1.0 cal (retail) (all flavors) | Nutren Junior (all flavors) |
| Boost Kid Essentials 1.5 cal (all flavors) | Nutren Junior with Fiber (all flavors) |
| Boost Kid Essentials with fiber 1.5 cal (all flavors) | PediaSure (all flavors) |
| Bright Beginnings Soy Pediatric Drink | PediaSure Enteral |
| Carnation Breakfast Essentials (all flavors) | PediaSure with Fiber (all flavors) |
| Compleat Pediatric | PediaSure Enteral with Fiber |
| Compleat Pediatric Reduced Calorie | PediaSure 1.5 Cal |
| EleCare for Infants | PediaSure 1.5 Cal with Fiber |
| EleCare Junior (all flavors) | PediaSure Peptide (all flavors) |
| Enfamil EnfaCare | PediaSure Peptide 1.5 Cal |
| Enfamil Nutramigen | Peptamen Junior (all flavors) |
| Enfamil Nutramigen with Enflora LGG | Peptamen Junior 1.5 Cal |
| Enfamil Pregestimil | Peptamen Junior with Fiber (all flavors) |
| Ensure (all flavors) | Peptamen Junior with Prebio (all flavors) |
| Neocate (EO28) Splash (all flavors) | PurAmino DHA/ARA |
| Neocate Infant with DHA & ARA | Similac Expert Care Alimentum |
| Neocate Junior (all flavors) | Similac Expert Care NeoSure |
| | Similac PM 60/40 |
| | Super Soluble Duocal |

Authorized products are subject to change.

Ohio WIC Prescribed Formula and Food Request Form

All requests are subject to WIC approval and provision based on program policy and procedure. Medical documentation is federally required to issue special formulas. Please complete sections A-D of this form in full.

A. Required Patient Information

Patient's Name: _____ Date of Birth: _____

Parent/Caregiver's Name: _____ Weeks Born Early (if applicable): _____

Medical Diagnosis/Condition : _____

(Medical diagnosis must be specific and correlate to the requested formula.)

B. Required Special Formula Information

Amount of formula to be provided per **DAY** (must be measurable): _____

Special Instructions/Comments: _____

Intended length of use: ☐ 1 month ☐ 2 months ☐ 3 months ☐ 4 months ☐ 5 months ☐ 6 months (maximum)

Has a trial with either Similac Advance with Early Shield or Similac Soy Isomil been completed?: ☐ Yes ☐ No

If "No," please indicate why: _____

Infants

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> EleCare for Infants | <input type="checkbox"/> Neocate Infant w/ DHA & ARA | <input type="checkbox"/> PurAmino DHA/ARA | <input type="checkbox"/> Similac Sensitive |
| <input type="checkbox"/> Enfamil EnfaCare | <input type="checkbox"/> Neocate Nutra (≥ 6 mo. age) | <input type="checkbox"/> Similac Expert Care Alimentum | <input type="checkbox"/> Similac for Spit-Up |
| <input type="checkbox"/> Enfamil Nutramigen | <input type="checkbox"/> Pregestimil | <input type="checkbox"/> Similac Expert Care NeoSure | <input type="checkbox"/> Similac PM 60/40 |
| <input type="checkbox"/> Enfamil Nutramigen w/ Enflora LGG | | | |

Children

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Boost Breeze | <input type="checkbox"/> Elecare Junior | <input type="checkbox"/> PediaSure with Fiber | <input type="checkbox"/> Peptamen Junior with Prebio ¹ |
| <input type="checkbox"/> Boost Kid Essentials 1.0 Cal (retail) | <input type="checkbox"/> Neocate Junior | <input type="checkbox"/> PediaSure with Fiber Enteral | <input type="checkbox"/> Peptamen Junior 1.5 Cal |
| <input type="checkbox"/> Boost Kid Essentials 1.5 Cal | <input type="checkbox"/> Neocate Jr. w/ Prebiotics | <input type="checkbox"/> PediaSure 1.5 Cal | <input type="checkbox"/> Similac Advance |
| <input type="checkbox"/> Boost Kid Essentials with Fiber 1.5 Cal | <input type="checkbox"/> Neocate (EO28) Splash | <input type="checkbox"/> PediaSure 1.5 Cal with Fiber | <input type="checkbox"/> (≤ 12 mo corrected age) |
| <input type="checkbox"/> Bright Beginnings Soy Pediatric Drink | <input type="checkbox"/> Nutren Junior | <input type="checkbox"/> PediaSure Peptide | <input type="checkbox"/> Similac Soy Isomil |
| <input type="checkbox"/> Carnation Breakfast Essentials | <input type="checkbox"/> Nutren Junior with Fiber | <input type="checkbox"/> PediaSure Peptide 1.5 Cal | <input type="checkbox"/> Super Soluble Duocal |
| <input type="checkbox"/> Compleat Pediatric | <input type="checkbox"/> PediaSure | <input type="checkbox"/> Peptamen Junior | |
| <input type="checkbox"/> Compleat Pediatric Reduced Calorie | <input type="checkbox"/> PediaSure Enteral | <input type="checkbox"/> Peptamen Junior with Fiber | |

Women

- | | | | | |
|--------------------------------|---------------------------------------|---|---------------------------------|---|
| <input type="checkbox"/> Boost | <input type="checkbox"/> Boost Breeze | <input type="checkbox"/> Carnation Breakfast Essentials | <input type="checkbox"/> Ensure | <input type="checkbox"/> Super Soluble Duocal |
|--------------------------------|---------------------------------------|---|---------------------------------|---|

For PKU and Metabolic Needs: WIC collaborates with the Ohio Metabolic Formula Program which supplies certain metabolic formulas prescribed by an Ohio Department of Health (ODH) approved metabolic service provider. A separate form must be completed. Please contact your WIC office for more information.

C. Required Supplemental Food Information

WIC Health Professional will issue age appropriate supplemental food unless indicated below.

☐ No WIC supplemental foods: provide formula only.

☐ Issue a modified food package **OMITTING** the supplemental foods checked below:

Infants (6-11 months): ☐ Infant cereal ☐ Infant fruits and vegetables

Children and Women: ☐ Milk ☐ Juice ☐ Breakfast cereal ☐ Whole grains ☐ Fruits and vegetables

☐ Beans ☐ Peanut butter ☐ Eggs ☐ Cheese ☐ Fish (fully breastfeeding women only)

☐ It is medically warranted for this patient to receive the following foods in addition to special formula:

☐ Whole milk ☐ Whole low lactose/lactose free milk ☐ Cheese

D. Required Health Care Provider Information

Health Care Provider's Name (please print): _____ Phone: _____

Health Care Provider's Signature: _____ Date: _____

Instructions for use of this form:

All special formula requests are subject to WIC approval and provision based on program policy and procedure.

Medical documentation is federally required to issue special formulas.

Section A

Section A must be completed in full for all patients. Medical diagnoses or conditions must be specific, and correlate with the indications for use of the requested formula. Special formulas cannot be provided by WIC solely for the purpose of enhancing nutrient intake or managing body weight. Pediatric beverages cannot be issued solely for the following: a child refuses to take a multivitamin; a child is a picky eater; a child is underweight, but is not diagnosed as having failure to thrive, and the diet can be managed using regular foods; a child is assessed to be at risk for or is overweight; or, a child is assessed to be at an average Body Mass Index.

Section B

Section B must be completed for all patients.

- The amount of formula provided per day must be measurable. Quantities such as “maximum,” “prn,” or “as needed” will not be accepted.
- The space for special instructions or comments can be used as needed. An open line of communication to the local WIC office is encouraged by including more information in this area, which may lead to more timely approval of the special formula requested. Please note that if RTF is requested, this form of formula will require additional justification and will need to meet WIC standards.
- An intended length of use must be indicated. Six (6) months is the maximum length of time WIC can provide a special formula without a new Ohio WIC Prescribed Formula and Food Request Form.
- It must be noted if a trial of Similac Advance with Early Shield and/or Similac Soy Isomil has occurred for infants requesting special formulas. If a trial has not been completed, it must be indicated as to why.
- Only one formula can be selected on this form. WIC cannot provide more than one formula in a month.

Section C

If Section C is not completed, the WIC Health Professional will issue a food package as appropriate based on objective interview and patient preference. However, if whole milk, whole low lactose/lactose free milk, or cheese are to be provided, the health care provider must indicate that in the bottom part of Section C.

Section D

Section D must be completed in full for all patients. Only a physician, nurse practitioner, or physician’s assistant may sign off on this form. No other health care providers are authorized to sign. Health care providers must clearly print their name *in addition to* their signature or stamp. The date the form was signed must be provided.

As used in this chapter:

- (A) "Alternate shopper" means any person who is designated by a participant, or by a parent or caretaker of an infant or child participant, to obtain and transact food instruments and who is listed on the "Ohio WIC program ID" card. Parents or caretakers applying on behalf of infants or children participants are not alternate shoppers.
- (B) "Authorized supplemental foods" means those items, as listed on the WIC authorized foods list prepared under paragraph (A) of rule 3701-42-05 of the Administrative Code, that are authorized by the director for distribution to participants in exchange for food instruments.
- (C) "Contract" means a written agreement between the department and a vendor in which the vendor agrees to transact and redeem food instruments or a written agreement between the department and a farmer in which the farmer agrees to transact and redeem fruit and vegetable vouchers in accordance with the provisions of this chapter.
- (D) "Coupon" or "WIC coupon" means a document issued by the department that may be exchanged by a participant or alternate shopper for specified authorized supplemental foods.
- (E) "Department" means the Ohio department of health.
- (F) "Director" means the director of health or his or her designee.
- (G) "EFT" means electronic funds transfer whereby payment, for properly redeemed and submitted food instruments, is deposited electronically into a specified account of a financial institution.
- (H) "Farmer" or "WIC farmer" means an individual authorized by the director under a contract executed pursuant to rule 3701-42-10 of the Administrative Code to sell authorized fruits and vegetables to participants or alternate shoppers at a farmstand or farmers' market.
- (I) "Farmer violation" means any intentional or unintentional action of a farmer, farmer's officers, managers, agents, or employees (with or without the knowledge of management) that violates the farmer contract, federal or state statutes, regulations, rules, policies or procedures governing the WIC program.
- (J) "Farmers' market" means an association of local farmers who assemble at a defined site for the purpose of selling their produce directly to consumers on set days and hours.
- (K) "Farmstand" means a site where the farmer sells produce directly to consumers on set days and hours.

- (L) "Food and nutrition service" or "FNS" means the office within the United States department of agriculture responsible for the overall administration of the food assistance program and WIC.
- (M) "Food assistance" is the program administered by the Ohio department of job and family services to raise nutritional levels, expand buying power and to safeguard the health and well-being of individuals in low-income households in Ohio. It was formerly known as "Food Stamps" and is also currently referred to as the "Supplemental Nutrition Assistance Program" or "SNAP."
- (N) "Food instrument" means a coupon, voucher or other document that is used to obtain authorized supplemental foods. When used in this chapter of the Administrative Code, food instrument includes both WIC coupon and fruit and vegetable voucher.
- (O) "Food sales" means sale of all foods that are eligible items under the food assistance program.
- (P) "Fruit and vegetable voucher," "cash value voucher," "cash value benefit" or "voucher" means the document issued by the department that may be used by a participant or alternate shopper to obtain authorized fruits and vegetables.
- (Q) "Infant formula supplier" means a supplier authorized by the director and included on the list of authorized infant formula suppliers pursuant to paragraph (A) of rule 3701-42-05 of the Administrative Code.
- (R) "Local WIC agency" means a public or private non-profit health or human services agency that has a contract with the director to assess nutritional needs and to certify participants for participation in the WIC program within a specified local area.
- (S) "Location" means a fixed and permanent site operating as a grocery store or pharmacy.
- (T) "Participant" means a pregnant, postpartum, or breastfeeding woman, or an infant or child who is receiving authorized supplemental foods.
 - (1) "Breastfeeding woman" means a woman up to one year postpartum who is breastfeeding her infant.
 - (2) "Child" means a person who has had his or her first birthday but who has not yet attained his or her fifth birthday.
 - (3) "Infant" means a person less than one year of age.
 - (4) "Postpartum woman" means a woman up to six months after termination of pregnancy.
 - (5) "Pregnant woman" means a woman determined to have one or more embryos or fetuses in utero.
- (U) "Participant access" means the ability of participants to procure authorized supplemental foods without undue hardship.

- (V) "Pattern" means three or more occurrences.
- (W) "Redeem" means the process by which a food instrument is transacted by a vendor or farmer and submitted to a designated processing firm for payment.
- (X) "Special infant formula" means an exempt infant formula as defined in 7 C.F.R. section 246.2 (in effect on July 1, 2010). Special infant formula requires a physician's prescription.
- (Y) "Time of application" means the date the applicant submits an application for a contract.
- (Z) "Vendor price survey" means a document used to collect a vendor's price for - selected authorized supplemental foods.
- (AA) "Vendor violation" means any intentional or unintentional action of a vendor's owners, officers, managers, agents, or employees (with or without the knowledge of management) that violates the vendor contract, federal or state statutes, regulations, rules, policies, or procedures governing the WIC program.
- (BB) "WIC program" means the special supplemental nutrition program for women, infants, and children authorized by section 17 of the "Child Nutrition Act of 1966," 42 U.S.C.A. 1786, (in effect on July 1, 2010) and administered in Ohio by the department under section 3701.132 of the Revised Code.
- (CC) "WIC vendor" or "vendor" means a sole proprietorship, partnership, cooperative association, corporation, limited liability company, or other business entity that operates one or more grocery stores or pharmacies authorized by the director to provide authorized supplemental foods to participants or alternate shoppers under a contract executed under paragraph (A) of rule 3701-42-03 of the Administrative Code. Each store must have a single, fixed location.
- (DD) "WIC transaction" means the receipt by a participant or alternate shopper of authorized supplemental foods in exchange for a food instrument.

Effective: 04/01/2011

R.C. 119.032 review dates: 10/18/2010 and 04/01/2016

CERTIFIED ELECTRONICALLY

Certification

01/20/2011

Date

Promulgated Under: 119.03
Statutory Authority: 3701.132
Rule Amplifies: 3701.132
Prior Effective Dates: 1/10/1992 (Emer.), 4/1/94, 1/26/96, 6/7/99,
7/1/01, 6/21/04, 3/20/06, 10/1/09

3701-42-02 **Food delivery system.**

- (A) For purposes of providing authorized supplemental foods to participants, the director may operate any FNS approved food delivery system he or she considers appropriate. The director periodically shall determine and may implement the food delivery system that he or she considers best serves participants in a particular county. The director currently implements a retail food delivery system as follows.
- (1) Contracts with grocer vendors to provide supplemental foods in exchange for a food instrument;
 - (2) Contracts with pharmacy vendors to provide special infant formula in exchange for a food instrument: and
 - (3) Contracts with farmers to provide authorized fruit and vegetables in exchange for a fruit and vegetable voucher.
- (B) Notwithstanding rules 3701-42-03 and 3701-42-10 of the Administrative Code, the director may enter into contracts for the purpose of implementing a pilot food delivery program. The director may also contract with a pharmacy or distribution center to provide special infant formula.
- (C) The director shall provide advance written notice of any pilot program.

Replaces: 3701-42-02

Effective: 04/01/2011

R.C. 119.032 review dates: 04/01/2016

CERTIFIED ELECTRONICALLY

Certification

01/20/2011

Date

Promulgated Under: 119.03
Statutory Authority: 3701.132
Rule Amplifies: 3701.132
Prior Effective Dates: 1/10/1992 (Emer.), 4/12/92, 1/26/96, 6/7/99,
6/21/04, 3/20/06

- (A) Any sole proprietorship, partnership, cooperative association, corporation, limited liability company, or other business entity that owns and operates a grocery store or a pharmacy in a county served by a retail food delivery system may apply to the director for authorization in accordance with this rule. The director shall authorize a vendor by entering into a contract with an applicant that meets the criteria established under this rule. The contract shall be for a term of no more than three years. Unless otherwise provided in this rule, the contract beginning date shall be consistent with paragraph (C) of this rule.
- (B) To apply for a contract, an applicant or authorized representative of the applicant shall complete an application packet on forms prescribed by the director. It is the applicant's responsibility to obtain documentation of the director's timely receipt of the application.
 - (1) A complete application must be postmarked or received by the director no fewer than ninety days before the contract beginning date, as set forth in paragraph (C) of this rule. Except as provided in paragraph (B)(2) of this rule, if any part of the application is postmarked or received by the director fewer than ninety days before the contract beginning date, as set forth in paragraph (C) of this rule, the application will be deemed incomplete and denied.
 - (2) If an application, which is complete except for verification of food assistance program authorization, is received by the director within the time periods listed in paragraph (B)(1) of this rule, and the applicant has a food assistance program application pending, the director may consider the application for approval if a copy of the food assistance program authorization certificate is received prior to the contract beginning date.
 - (3) If the applicant does not own or operate the business at the location that the applicant is proposing to contract as a vendor at the time of application, the applicant may submit the application and include the address of the location and the estimated opening date. The director shall process the application to the extent possible and complete the processing of the application upon the opening of the location. Once the application has been fully processed, the director may contract with the applicant for the location provided that the applicant complies with all other requirements of the rule. The applicant may not transact and redeem food instruments until the director notifies the vendor that the location may begin accepting food instruments.
 - (4) Notwithstanding the application submission requirements set forth in paragraphs (B)(1) and (C) of this rule, the director may approve a contract under either of the two conditions set forth below. The contract beginning date shall be the date specified in paragraph (C) of this rule or the date the contract is signed by the director, whichever is later, and shall expire at midnight the day prior to the next contract beginning date specified in paragraph (C) of this rule.
 - (a) A vendor in good standing with the WIC and food assistance programs may apply at any time to add a location to an existing contract within

the same region if the proposed location is under the same tax identification number and the vendor has not been denied a WIC contract at that location within the previous twelve months.

- (b) An applicant, who purchases or otherwise acquires a grocery store or pharmacy that is a current vendor location in good standing, may apply for a new WIC contract for that location provided that the application meets all other requirements of this rule and the director determines the purpose of the sale was not to circumvent a WIC sanction.
- (5) The director may accept applications for a contract to begin in one year increments from the contract beginning date specified in paragraph (C) of this rule for that region. Approved applications shall be referred to as pick-up contracts and shall expire at midnight the day prior to the next contract beginning date specified for that region. The completed application for a pick-up contract must be postmarked or received by the director no fewer than ninety days before the pick-up contract beginning date. Except as provided in paragraph (B)(2) of this rule, if any part of the application is postmarked or received by the director fewer than ninety days before the contract beginning date, the application will be deemed incomplete and denied.
- (C) The regions and contract beginning dates shall be as follows:
 - (1) Region one shall consist of Allen, Ashland, Auglaize, Crawford, Defiance, Delaware, Erie, Fulton, Hancock, Hardin, Henry, Huron, Knox, Lorain, Lucas, Marion, Morrow, Ottawa, Paulding, Putnam, Richland, Sandusky, Seneca, Union, Van Wert, Williams, Wood, and Wyandot counties. The three-year contract beginning date for vendors in region one shall be July first 2008 and every third July first thereafter.
 - (2) Region two shall consist of Ashtabula, Columbiana, Cuyahoga, Geauga, Lake, Mahoning, Medina, Portage, Stark, Summit, Trumbull, and Wayne counties. The three-year contract beginning date for vendors in region two shall be July first 2010 and every third July first thereafter.
 - (3) Region three shall consist of Adams, Brown, Butler, Champaign, Clark, Clermont, Clinton, Darke, Fayette, Greene, Hamilton, Highland, Logan, Madison, Mercer, Miami, Montgomery, Preble, Shelby, and Warren counties. The three-year contract beginning date for region three shall be January first 2011 and every third January first thereafter.
 - (4) Region four shall consist of Athens, Belmont, Carroll, Coshocton, Fairfield, Franklin, Gallia, Guernsey, Harrison, Hocking, Holmes, Jackson, Jefferson, Lawrence, Licking, Meigs, Monroe, Morgan, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Scioto, Tuscarawas, Vinton, and Washington counties. The three-year contract beginning date for region four shall be January first 2009 and every third January first thereafter.
- (D) The director shall enter into a contract with an applicant if the application was received timely, meets all of the following criteria and the addition of the location will not exceed the maximum locations for the county, as determined in accordance with paragraph (E) of this rule.

- (1) The application contains truthful and accurate information and is signed by an authorized representative. The application shall include:
 - (a) Sufficient IRS documentation of his or her current federal employer identification number. Sufficient documentation shall include a current United States internal revenue service (IRS) deposit coupon, letter or mailing label that contains both the IRS insignia and the applicant's federal employer identification number;
 - (b) Properly completed EFT form with a copy of a void check for each location receiving reimbursement;
 - (c) Verification of the applicant's current food assistance program authorization;
 - (d) Declaration of material assistance certification;
 - (e) Verification that infant formula is purchased from an authorized supplier;
 - (f) Completed applicable price survey; and
 - (g) Any other documentation or information requested by the director.
- (2) The applicant or one or more representatives of the applicant from each proposed location attends a training session at the time and place set by the department.-
- (3) The proposed location is in compliance with the minimum authorized food stocking requirement set forth in rule 3701-42-05 of the Administrative Code.
- (4) The applicant, if a current WIC vendor, responded to the applicable price survey in compliance with the requirements set forth in rule 3701-42-06 of the Administrative Code.
- (5) The applicant, if a current grocery store vendor, during the one year period prior to the contract beginning date as set forth in paragraph (C) of this rule:
 - (a) Submitted for payment a monthly average of at least one hundred twenty coupons or equivalent WIC transactions for each contracted grocer location; and
 - (b) Had WIC sales of less than fifty per cent of gross food sales.
- (6) Neither the applicant nor any of the applicant's current owners, officers, or managers, is currently under disqualification from the WIC program or under disqualification, suspension, or withdrawal from the food assistance program.

- (7) If the applicant was assessed a food assistance program civil money penalty in lieu of disqualification, the disqualification period that would have been imposed has expired.
 - (8) The applicant has paid in full or is current in payment of any money owed to the department.
 - (9) During the three years prior to the contract beginning date set forth in paragraph (C) of this rule:
 - (a) The applicant has not been disqualified as a licensed lottery sales agent, had a lottery sales agent license suspended or revoked pursuant to Chapter 3770. of the Revised Code; and
 - (b) Neither the applicant nor a current or former employee of the applicant while an unauthorized vendor, transacted and redeemed food instruments at any time including the pendency of any administrative review, abbreviated review or other administrative or court proceeding, Notwithstanding this paragraph, the director may process an application if the applicant refunds to the department the sum of money paid to the applicant for food instruments transacted and redeemed while applicant was not authorized or pays a civil money penalty not to exceed two thousand five hundred dollars.
 - (10) During the six years prior to the contract beginning date set forth in paragraph (C) of this rule, neither the applicant nor any of the applicant's current owners, officers, or managers, have been convicted of or had a civil judgment entered against them for any activity indicating a lack of business integrity. Activities indicating a lack of business integrity include fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, and obstruction of justice.
 - (11) Upon request by the director, the applicant provides proof of any necessary local license, other regulatory approval to operate at each location specified in the application, or other documents to substantiate compliance with this rule. The director, at his or her discretion, may at any time require from any applicant or vendor, additional documentation.
 - (12) Entering into a contract will not create a conflict of interest as defined by applicable state laws, regulations, and policies between the vendor and the state agency or its local agencies.
 - (13) Each location at which the applicant proposes to provide authorized supplemental foods is a fixed and permanent business location, is not at an address or within a building where food instruments are distributed and is open to the general public or operated by a government entity for military personnel.
- (E) The director shall not approve contracts that would exceed the maximum number of locations for the applicable county. Prior to each regional contract beginning date, the director shall determine the maximum number of grocer and pharmacy

locations using the most recent verifiable participant data available ensuring participant access to authorized supplemental foods.

- (1) The maximum number of grocery store locations in a given county shall be determined by applying the following participant-to-store ratios:
 - (a) In counties with four thousand or fewer participants, sixty participants per location;
 - (b) In counties with more than four thousand participants but less than eight thousand participants, one hundred twenty participants per location; and
 - (c) In counties with more than eight thousand participants, one hundred eighty participants per location.
- (2) The maximum number of pharmacy locations in a given county shall be no more than four percent of the maximum number of grocer locations for that county.
- (3) If the director receives a number of applications for locations that meet all of the criteria set forth in paragraph (D) of this rule but, if all were approved, would exceed the maximum number of locations as determined by paragraph (E)(1) or (E)(2) of this rule, whichever is applicable, the director shall enter into a number of contracts not exceeding the maximum number of locations in accordance with the following requirements:
 - (a) The director shall contract with those applicants for grocer locations, that will be operating within the applicable county by the contract begin date, that have the lowest total price for authorized supplemental food items specifically selected for comparison by the director. For purposes of this determination, the director shall develop a price survey and identify on the survey selected WIC authorized food items in a specified size, type, and brand that will be used for comparison of prices. If the applicant does not complete the price survey or does not stock a specific item, the director shall assign a price for the item not completed on the survey by deeming the price to be the highest price reported by other applicants in that county.
 - (i) If two or more grocer applicants have the same total price, but all cannot receive a contract because the maximum number of locations would be exceeded, the director shall give priority to those locations that accept manufacturer coupons and discount cards.
 - (ii) If two or more grocer applicants have the same total price and accept manufacturer coupons and discount cards, but all cannot receive a contract because the maximum number of locations would be exceeded, the director shall approve store locations in the order the properly completed applications were received or post marked.
 - (b) The director shall contract with those applicants for pharmacy locations within the applicable county that have the lowest total price for authorized special infant formula specifically selected for comparison by

the director. For purposes of this determination, the director shall develop a price survey and identify on the survey selected WIC special infant formulas that will be used for comparison of prices.

- (i) If two or more pharmacy applicants have the same total price, but all cannot receive a contract because the maximum number of pharmacy locations would be exceeded, the director shall give priority to those locations that meet geographic need and are recommended by the local WIC director.
 - (ii) If two or more pharmacy locations are of equal benefit based on the geographic location and local WIC director recommendation, the director shall approve the pharmacy locations in the order the properly completed applications were received or post marked.
- (F) Notwithstanding paragraphs (B) to (E) of this rule, the director may contract with an applicant that has a current food assistance program certificate if the director determines that the locations proposed by the applicant are needed to provide participants or alternate shoppers with appropriate access to authorized supplemental foods.
- (G) Before the director enters into a contract with an applicant, the department shall conduct a preauthorization site visit of each proposed location to determine compliance with rule 3701-42-05 of the Administrative Code.
- (H) Except as otherwise provided in this rule, the director shall deny an application for authorization as a vendor if any of the criteria specified in paragraph (D) of this rule are not met. The director may impose a civil money penalty in lieu of denying an application if the director determines that it is in the best interest of the WIC program. The amount of the civil money penalty shall not exceed two thousand five hundred dollars.
- (I) The director may deny a vendor application if the applicant has a history of non-compliance with the requirements of this chapter of the Administrative Code or if the director determines that the applicant provided false information in connection with its application.
- (J) At the director's discretion, the director may require an applicant or vendor to establish an electronic transaction system which may include a point of sale device, scanner, or other equipment at each location contracted to serve WIC participants. A vendor shall be notified at least sixty days prior to the effective date of this requirement. The director shall terminate a vendor's contract if the vendor fails to comply with this requirement.
- (K) The contract does not become effective until signed by the applicant or applicant's authorized representative and the director.

Replaces: 3701-42-03

Effective: 04/01/2011

R.C. 119.032 review dates: 04/01/2016

CERTIFIED ELECTRONICALLY

Certification

01/20/2011

Date

Promulgated Under: 119.03

Statutory Authority: 3701.132

Rule Amplifies: 3701.132

Prior Effective Dates: 1/10/1992 (Emer.), 4/12/92, 4/1/94, 1/26/96,
6/21/97, 6/21/04, 3/20/06

- (A) An applicant is not authorized to act as a WIC vendor without a valid contract executed pursuant to rule 3701-42-03 of the Administrative Code. Vendors whose contracts have expired and applicants who have not yet received authorization from the director to be vendors, shall not accept food instruments from participants or alternate shoppers. The department shall not reimburse a vendor for WIC transactions that occurred after the contract expires and before a contract becomes effective.
- (B) A contract executed by the director and a vendor pursuant to rule 3701-42-03 of the Administrative Code shall conform with the provisions of 7 C.F.R. 246.12 (in effect July 1, 2010) and the applicable provisions of this chapter of the Administrative Code. The contract shall list all locations in the applicable region in which the vendor is authorized to accept food instruments.
- (C) The director may amend the contract at any time to include or incorporate additional provisions that are required because of changes in federal or state statute, regulation, or rule or to improve the administration, operation, or evaluation of the WIC program. The director shall notify vendors of any such amendment at least thirty days in advance of the effective date. A vendor may accept the amendment or may terminate the contract voluntarily as provided in paragraph (F) of this rule. A vendor that does not voluntarily terminate the amended contract after receiving notification under this paragraph is deemed to have accepted the amendment. A vendor may not appeal an amendment to the contract.
- (D) A contract is not assignable or transferable. A vendor shall not sell, assign, or transfer in any manner its rights under the contract. A sale, assignment, or transfer of a contract shall render the contract void.
- (E) A vendor or its authorized representative, which may include the purchaser or operator of the location, shall notify the department in writing, prior to any scheduled change of ownership or operation, including, but not limited to: a sale, lease, transfer, bankruptcy, dissolution, or cessation of business, or within thirty days after such event, if not scheduled. A "change of ownership or operation" also includes the death of a sole proprietor, the transfer of a controlling interest in, or voluntary or involuntary dissolution of, a vendor that is a corporation, limited liability company, partnership, cooperative association, or other business entity.
 - (1) The vendor shall cease accepting food instruments immediately upon the effective date of a change of ownership or operation unless otherwise authorized by the director in writing. Upon notice or other information that vendor's location is the subject of a change of ownership or operation, the director shall terminate the vendor contract and shall not reimburse vendor for WIC transactions that occurred on or after the effective date of termination.
 - (2) If the vendor does not provide the department with notice of a change of ownership within thirty days from the effective date of the change of ownership, but continues to transact WIC food instruments, the director

shall not accept a WIC application for processing from the applicant for that location for three years in accordance with paragraph (D) of rule 3701-42-03 of the Administrative Code. In lieu of not processing an application for three years, the director may require the vendor to reimburse the department any monies paid to the vendor while not authorized or impose a civil money penalty not to exceed two thousand five hundred dollars.

- (F) A vendor may voluntarily terminate the contract for any reason. The vendor shall notify the department in writing at least fifteen days before the effective date of termination.
- (1) If the vendor owes the department any outstanding payment, it shall pay the amount due in full before the effective date of termination. The department may obtain the amount due by withholding current or future payments that otherwise would be due to the vendor.
- (2) Voluntary termination by a vendor shall not affect any action by the director to disqualify or otherwise sanction the vendor pursuant to rule 3701-42-08 of the Administrative Code, or to deny authorization pursuant to rule 3701-42-03 of the Administrative Code.
- (G) The director may terminate the contract if state or federal funds are not appropriated or otherwise become unavailable. The director shall notify the vendor in writing, by certified mail, return receipt requested or other delivery method that verifies receipt, at least fifteen days before the effective date of the termination.
- (H) The director may terminate a contract if he or she determines that the vendor provided false information in connection with its contract or application for authorization.

Effective: 04/01/2011

R.C. 119.032 review dates: 10/18/2010 and 04/01/2016

CERTIFIED ELECTRONICALLY

Certification

01/20/2011

Date

Promulgated Under: 119.03
Statutory Authority: 3701.132
Rule Amplifies: 3701.132
Prior Effective Dates: 1/10/1992 (Emer.), 4/12/92, 4/1/94, 6/7/99, 7/1/01, 6/21/04, 3/20/06

Authorized supplemental foods; required minimum foods.

- (A) The director shall develop a list of authorized supplemental foods; a list of minimum food stocking requirements; and a list of authorized infant formula suppliers. The director shall post these lists to the Ohio department of health's website at least sixty days prior to the effective date of any change.
- (1) At least every two years, the director shall review and amend the list of WIC authorized supplemental foods, including any applicable sizes, types, and brands.
 - (2) At least annually, the director shall review and may amend the list of authorized infant formula suppliers and the list of minimum food stocking requirements.
- (B) Each grocery store and grocery store applicant for a vendor contract shall at each location openly and visibly display for sale, at all times, the following minimum authorized supplemental foods in quantities, sizes, types, and brands specified in the list of minimum food stocking requirements:
- (1) Liquid milk;
 - (2) Grade A white chicken eggs;
 - (3) Two flavors of authorized juice;
 - (4) Authorized peanut butter;
 - (5) Three types of authorized cereal, one of which must be whole grain;
 - (6) Authorized whole grain bread, brown rice, oatmeal in a canister; or corn or whole wheat tortillas;
 - (7) Authorized beans or peas;
 - (8) Two types of authorized fruits;
 - (9) Two types of authorized vegetables;
 - (10) Authorized infant cereal;
 - (11) Two types of authorized infant fruits;
 - (12) Two types of authorized infant vegetables; and
 - (13) Authorized infant formula.
- (C) Each vendor, farmer and vendor and farmer applicant shall:
- (1) Clearly mark or post current prices, including sale prices, either on the authorized food item or on a sign immediately next to or in front of the item. For purposes of determining prices charged for a WIC transaction, if a price

is not marked or posted for an item, the price listed on the vendor's most recent price survey submitted to the department is deemed to be the price of the item.

- (2) Ensure that prices for authorized foods are substantially similar to the prices for those foods, as recorded on the most recent survey, as applicable, submitted to the department.
- (3) Ensure that authorized supplemental foods are not spoiled or defective or offered for sale after the expiration date or last date of sale as printed on the food item, or that have been recalled.
- (4) Ensure that authorized supplemental foods are stored and displayed in a sanitary manner.

Replaces: 3701-42-05

Effective: 04/01/2011

R.C. 119.032 review dates: 04/01/2016

CERTIFIED ELECTRONICALLY

Certification

01/20/2011

Date

Promulgated Under: 119.03
 Statutory Authority: 3701.132
 Rule Amplifies: 3701.132
 Prior Effective Dates: 1/10/1992 (Emer.), 4/12/92, 4/1/94, 1/26/96, 6/7/99, 6/1/04, 3/20/06, 10/1/09

WIC vendor responsibilities.

- (A) A vendor shall comply with the requirements of this chapter of the Administrative Code.
- (B) A vendor shall provide to participants and alternate shoppers only authorized supplemental foods in exchange for valid food instruments.
 - (1) Grocery locations may provide authorized supplemental foods including special infant formula in exchange for valid food instruments.
 - (2) Pharmacy locations may only provide special infant formula in exchange for valid food instruments.
- (C) A vendor shall furnish all the quantities, sizes, and types of authorized supplemental food specified on the food instrument unless the participant or alternate shopper chooses less.
- (D) A vendor shall offer participants and alternate shoppers the same courtesies extended to other customers, including but not limited to: providing a sales receipt and accepting store and manufacturer coupons, discount cards, or other discounts offered.
- (E) A vendor shall allow participants and alternate shoppers freedom to select among the types of each authorized supplemental food recorded on the food instrument.
- (F) A vendor shall accept valid food instruments presented by a participant or alternate shopper and shall:
 - (1) Accept a food instrument only after requiring the bearer of the food instrument to present a valid state of Ohio WIC program ID card;
 - (2) Total and record the prices of the authorized supplemental foods that were provided in the appropriate block on the front of the food instrument at the time of the WIC transaction;
 - (3) Total and record the true and accurate prices of the authorized supplemental foods that were provided in the appropriate block on the front of the food instrument.
 - (4) Record the date in the appropriate block on the front of the food instrument at the time of the -WIC transaction;
 - (5) Record the true and accurate date in the appropriate block on the front of the food instrument;
 - (6) Complete the food instrument in ink at the time of the WIC transaction;
 - (7) Obtain the signature of the participant or alternate shopper in the presence of the cashier after the actual amount of sale is recorded;

- (8) Deduct the value of any manufacturer or store coupons, discount cards, or other discounts offered from the total before recording the actual amount of sale on the food instrument.
 - (9) Accept a food instrument only within the "valid period to redeem" indicated on the food instrument;
 - (10) Be responsible for all food instruments accepted or processed for payment by current and former employees or agents of the vendor. The vendor shall be responsible for the accuracy of any information submitted to the department by those employees or agents including any person or persons operating the store or pharmacy under a management agreement;
 - (11) Review all food instruments that were accepted to verify that the recorded amount of sale is not more than the marked or posted prices or is not more than the prices charged to other customers; and
 - (12) Return to the department or local WIC agency within forty-eight hours any food instrument obtained not in the ordinary course of business, or if a vendor determines that the WIC transaction was not in accordance with this chapter and does not intend to submit the food instrument for payment.
- (G) A vendor shall comply with all of the following:
- (1) All federal and state laws, rules, and regulations governing the WIC program, including section 17 of the "Child Nutrition Act of 1966," 80 Stat. 885, 42 U.S.C.A. 1786, (in effect July 1, 2010), pertinent federal regulations for the WIC program including 7 C.F.R. part 246, (in effect July 1, 2010) and this chapter;
 - (2) All federal and state laws pertaining to nondiscrimination, including but not limited to Title VI of the "Civil Rights Act of 1964," 78 Stat. 241, 42 U.S.C.A. 2000(d) (in effect July 1 2010), pertinent regulations adopted thereunder, and 7 C.F.R. parts 15, 15A, and 15B (in effect July 1, 2010); and
 - (3) All federal, state and local criminal laws either felony or misdemeanor, pertaining to the WIC program or any other FNS program.
- (H) The department or local WIC agency or its designee may conduct announced and unannounced inspections of a vendor's or applicant's location at any time during business hours to determine compliance with WIC program requirements. The vendor or applicant and its employees and agents shall cooperate with the department or local WIC agency or its designee conducting an inspection and shall provide access to records pertinent to the WIC program, including WIC transactions, shelf price records, and inventory records. The department or local WIC agency or its designee may confiscate food instruments that were improperly transacted.
- (I) A vendor shall be subject to audit by the department and FNS for the time period covering any present or previous WIC authorization.
- (1) A vendor shall maintain all records of purchases, gross sales receipts, and invoices for all authorized supplemental foods for a period of not less than

three years after the end of the federal fiscal year, and upon request, shall make available the records to the department and FNS.

- (2) Upon request, a vendor also shall make available to the department and FNS all food instruments that are stored at any of its locations or that are otherwise under the vendor's control.
- (3) A vendor shall keep and make available to the department access to all WIC program documents, including price surveys, disbursement, and redemption documents for three years after the end of the federal fiscal year (October first to September thirtieth) to which they pertain. If any litigation, claim, negotiation, audit, or other action involving the records has begun during the three-year period, the vendor shall keep the records until all issues are resolved.
- (J) A vendor shall complete the department's price survey for each location and submit it to the department within fifteen calendar days from receipt of the request from the department. Prices recorded on the survey shall reflect the - non-sale price on the day that the survey was completed.
- (K) A vendor shall respond in writing within fifteen calendar days after receiving a request from the department for verification of ownership of the business entity or locations, -verification of authorized supplemental food purchases and sales, or other documentation.
- (L) A vendor shall maintain current status as an authorized vendor under the food assistance program. This paragraph shall not apply to a pharmacy vendor.
- (M) A vendor shall send one or more representatives from each location to all required training sessions scheduled by the local WIC agency or the department. A vendor shall inform and train cashiers, other store personnel, and agents on WIC program requirements.
- (N) A vendor shall maintain the appropriate notice of WIC authorization issued under paragraph (B) of rule 3701-42-04 of the Administrative Code in a prominent place at each location.
- (O) A vendor shall not do any of the following:
 - (1) Exchange food instruments for cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802 (in effect July 1, 2010);
 - (2) Exchange food instruments for alcohol or alcoholic beverages or tobacco products;
 - (3) Exchange food instruments for credit, including rainchecks or non-food items.
 - (4) Provide refunds or permit exchanges for authorized supplemental food except for an exchange of an identical authorized supplemental food item when the original item is defective, spoiled, or has exceeded its "sell by," "best if used by," or other date limiting the sale or use of the food item. An identical authorized supplemental food item means the exact brand and size

as the original item obtained and returned by the participant or alternate shopper;

- (5) Provide the participant or alternate shopper with any monetary change from a WIC transaction;
- (6) Require a participant or alternate shopper to exchange his or her selection of authorized supplemental foods;
- (7) Redeem food instruments for authorized supplemental foods not received by the participants or alternate shoppers;
- (8) Redeem food instruments in which the recorded amount of sale is more than the marked or posted prices or more than the prices charged other customers;
- (9) Charge a participant or alternate shopper for authorized supplemental foods obtained with a coupon or seek restitution from a participant or alternate shopper for a food instrument not paid or partially paid by the department;
- (10) Charge sales tax for the purchase of authorized supplemental foods;
- (11) Receive, transact, redeem, or seek reimbursement from the department for a food instrument accepted by another person or location, whether or not authorized as a vendor under rule 3701-42-03 of the Administrative Code;
- (12) Redeem a food instrument for a specific authorized supplemental food item which exceeds the store's documented inventory of that authorized supplemental food item for a specific period of time;
- (13) Redeem a food instrument for unauthorized food items;
- (14) Redeem a food instrument for foods in excess of the authorized supplemental food items listed on the food instruments;
- (15) Provide home delivery of authorized supplemental foods except as otherwise provided in this chapter of the Administrative Code; or
- (16) Accept a food instrument on which the preprinted information has been changed or is missing.
- (17) Redeem a food instrument that contains a signature other than that of the participant or alternate shopper.

Effective: 04/01/2011

R.C. 119.032 review dates: 10/18/2010 and 04/01/2016

CERTIFIED ELECTRONICALLY

Certification

01/20/2011

Date

| | |
|------------------------|--|
| Promulgated Under: | 119.03 |
| Statutory Authority: | 3701.132 |
| Rule Amplifies: | 3701.132 |
| Prior Effective Dates: | 1/10/1992 (Emer.), 4/12/92, 4/1/94, 1/26/96, 6/7/99, 6/21/04, 3/20/06 |

Payment for food instruments.

- (A) The department shall pay for a food instrument submitted by a vendor if all of the following conditions are met:
- (1) The WIC — transaction occurred during the valid period to redeem as recorded on the food instrument;
 - (2) The vendor submitted the food instrument to the processing firm designated by the director and the processing firm received it within thirty days after the last day of the valid period to redeem;
 - (3) The amount of sale is recorded at the time of the transaction on the food instrument in the appropriate box;
 - (4) The participant or authorized alternate shopper signed the food instrument in the appropriate box;
 - (5) The date of the WIC transaction is recorded on the food instrument in the appropriate box;
 - (6) The authorized four-digit WIC stamp number of the location that transacted the food instrument is stamped in the appropriate box;
 - (7) The food instrument is completed in ink and does not contain any unauthorized alterations or corrections;
 - (8) The vendor properly and legibly executed, processed, and submitted all other required documents;
 - (9) The warrant is for an amount of more than two dollars; and
 - (10) The WIC transaction occurred during the valid contract period.
- (B) If the conditions specified in paragraph (A) of this rule are met, the department shall pay the vendor the actual amount of sale or the maximum value as established by the department for each food instrument, whichever is lower, within sixty days after the receipt of all legible, properly executed and processed documents.
- (C) Notwithstanding paragraph (B) of this rule, the department may pay for a food instrument if:
- (1) The vendor submitted the food instrument to the processing firm more than thirty days after the valid period to redeem has expired and the vendor justifies in writing and documents to the director's satisfaction that the failure to meet the required deadline resulted from circumstances beyond the control of the vendor and its current and former employees. If the total value of such food instruments submitted at one time exceeds five hundred dollars, the department must obtain approval from the FNS regional office to pay for the food instruments.

- (2) The vendor submitted the food instrument in which the actual amount of sale exceeds the maximum value of the food instrument and the vendor justifies in writing and documents to the director's satisfaction that the actual amount paid for the authorized supplemental food was greater than the maximum value because of legitimate increases in the cost paid by the vendor for the authorized supplemental food. Documentation may include a copy of the wholesaler's invoice or similar evidence.
- (D) The department shall notify a vendor if it determines that it will not pay for a food instrument based on the failure to meet the conditions specified in paragraph (A) of this rule. The vendor may request reconsideration of the department's determination not to pay for a food instrument. Any request for reconsideration must be in writing and must be post-marked within thirty days of the denied payment notification.
- (E) The department may deny payment or initiate claims collection action within ninety days of either the date of detection of the vendor violation or the completion of the review or investigation giving rise to the claim, whichever is later. Claims collection action may include offset against current and subsequent amounts owed to the vendor.
- (F) The department may delay payment to the vendor or establish a claim in the amount of the full purchase price of each food instrument that contained a vendor overcharge or other error. Such vendor violations may be detected through compliance investigations, food instrument reviews, or other reviews or investigations of vendor operations.
- (G) Upon request by the department, a vendor shall refund to the department, within ninety days, any payments made to the vendor that later are found to be an overcharge, paid in error, or otherwise invalid because of noncompliance with paragraph (A) of this rule. At its option, the department may recover the invalid payments by withholding all or a portion of current or future payments due to the vendor. The department shall provide the vendor with notice of and an opportunity to respond to the department's determination that a payment is invalid in the same manner as prescribed by paragraph (D) of this rule for a determination not to pay for a food instrument.
- (H) Any payment for a food instrument made by the department pursuant to paragraph (A) to (C) of this rule does not waive the department's right to refuse payment for another food instrument pursuant to paragraphs (A) to (C) of this rule at any other time or to take action pursuant to rule 3701-42-08 of the Administrative Code.

Effective: 04/01/2011

R.C. 119.032 review dates: 10/18/2010 and 04/01/2016

CERTIFIED ELECTRONICALLY

Certification

01/20/2011

Date

| | |
|------------------------|---|
| Promulgated Under: | 119.03 |
| Statutory Authority: | 3701.132 |
| Rule Amplifies: | 3701.132 |
| Prior Effective Dates: | 1/10/1992 (Emer.), 4/12/92, 4/1/94, 1/26/96, 6/7/99, 6/21/04 |

Abuse of the WIC program; sanctions.

- (A) The director shall sanction vendors that abuse the WIC program. The vendor violations referenced in paragraphs (B) to (E) of this rule constitute abuse of the WIC program. The director may sanction a vendor for any violation of this chapter of the Administrative Code that does not constitute abuse. The director does not have to provide the vendor with prior notice that violations were occurring before imposing any of the sanctions set forth in this rule, except that the director will provide the vendor with a notice that violations are occurring that may lead to mandatory sanctions under paragraph (C)(2) or (D) of this rule prior to taking action, unless providing such notice compromises an investigation.
- (B) The director shall terminate a contract and disqualify a vendor for a period of six years if the director finds that the vendor has exchanged food instruments for cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802 (in effect on July 1, 2010).
- (C) The director shall terminate a contract and disqualify a vendor for a period of three years if the director finds that the vendor has:
 - (1) Exchanged food instruments for alcohol or alcoholic beverages or tobacco products; or
 - (2) Engaged in a pattern of any of the following:
 - (a) Exchanging food instruments for credit, including rainchecks, or non-food items;
 - (b) Redeeming food instruments for authorized supplemental foods not received by the participants or alternate shoppers;
 - (c) Redeeming food instruments in which the recorded amount of sale is more than the marked or posted prices charged to other customers;
 - (d) Receiving, transacting, or redeeming food instruments outside of authorized channels, including seeking reimbursement from the department for a food instrument accepted by another person or location, whether or not authorized as a vendor; or
 - (e) Redeeming a food instrument for a specific authorized supplemental food, which exceeds the vendor's documented inventory of that authorized supplemental food for a specific period of time.
- (D) The director shall terminate a contract and disqualify a vendor for a period of one year if the director finds that the vendor has engaged in a pattern of providing unauthorized food items in exchange for food instruments, including charging for authorized supplemental foods provided in excess of those listed on the food instrument.
- (E) The director shall terminate a contract and disqualify from the WIC program a vendor who has been disqualified from the food assistance program. The

disqualification from the WIC program shall be for the same length of time as the disqualification from the food assistance program. The disqualification from the WIC program may begin at a later date than the food assistance program disqualification. The disqualification from the WIC program shall take effect on the date the vendor receives notice of disqualification.

- (F) The director shall terminate a contract of a vendor who has been suspended or voluntarily withdrawn from the food assistance program.
- (G) Prior to terminating a contract and imposing disqualification of a vendor pursuant to paragraphs (B) to (D) of this rule, the director shall consider whether the disqualification of the vendor would result in inadequate participant access. If the director determines that the disqualification would result in inadequate participant access, the director shall assess a civil money penalty in lieu of the disqualification. The amount of the civil money penalty shall be determined in accordance with paragraph (N) of this rule.
- (H) The director shall double the second sanction when a vendor, that has been previously disqualified or assessed a civil money penalty pursuant to paragraphs (B) to (D) of this rule, receives another sanction pursuant to paragraphs (B) to (D) of this rule. A civil money penalty may only be doubled up to the limits allowed under paragraph (N) of this rule.
- (I) The director shall double the third and subsequent sanctions when a vendor that has been previously assessed two or more sanctions pursuant to paragraphs (B) to (D) of this rule and receives another sanction pursuant to paragraphs (B) to (D) of this rule. The director shall not assess a civil money penalty in lieu of disqualification for third and subsequent sanctions pursuant to paragraphs (B) to (D) of this rule.
- (J) Notwithstanding paragraph (B) of this rule, the director shall terminate a vendor contract and permanently disqualify from the WIC program a vendor that has been convicted in a court of law for trafficking in food instruments or selling firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802 (in effect on July 1, 2010), in exchange for food instruments.
- (K) The director may terminate a contract and disqualify from the WIC program a vendor whose WIC sales exceed fifty per cent of its gross food sales.
- (L) The director may sanction a vendor that has committed one or more vendor violations of this chapter that do not constitute abuse by doing either of the following:
 - (1) Terminating a vendor contract and disqualifying the vendor from the WIC program for a period of not more than one year for one or more violations resulting from a single investigation; or
 - (2) Assessing a civil money penalty of not more than ten thousand dollars against the vendor for each violation, not to exceed forty thousand dollars for multiple violations during an investigation.
- (M) The director may terminate a contract and disqualify from the WIC program a vendor that has been assessed a civil money penalty in the food assistance

program, as provided under 7 C.F.R. 278.6 (in effect on July 1, 2010). The length of such disqualification shall correspond to the period for which the vendor would otherwise have been disqualified from the food assistance program. If the director determines that disqualification of the vendor would result in inadequate participant access, the director shall not disqualify the vendor nor impose a civil money penalty in lieu of disqualification.

(N) The director shall use the following formula to calculate a civil money penalty imposed in lieu of disqualification pursuant to paragraph (G) of this rule:

(1) Determine the vendor's average monthly redemptions for at least the six month period ending with the month immediately preceding the month during which the notice of administrative action is dated;

(2) Multiply the average monthly redemptions figure by ten percent; and

(3) Multiply the product from paragraph (N)(2) of this rule by the number of months for which the location would have been disqualified. This is the amount of the civil money penalty, provided that the civil money penalty shall not exceed ten thousand dollars for each violation-. For a violation that warrants permanent disqualification, the amount of the civil money penalty shall be ten thousand dollars, except for those violations listed in paragraph (J) of this rule, where the civil money penalty shall be eleven thousand dollars for selling fire arms, ammunition, explosives, or controlled substances in exchange for food instruments. When during the course of a single investigation the director determines a vendor has committed multiple violations, the director shall impose a civil money penalty for each violation. The total amount of civil money penalties imposed for violations investigated as part of a single investigation shall not exceed forty thousand dollars, except for those violations listed in paragraph (J) of this rule, where the total amount of civil money penalties may not exceed forty-four thousand dollars for violations occurring during a single investigation for trafficking violations or for selling firearms, ammunition, explosives, or controlled substances in exchange for food instruments.

(O) In determining the period of disqualification to impose or amount of civil money penalty to assess a vendor pursuant to paragraph (N) of this rule, the director shall consider at least the following factors:

(1) The vendor's compliance history;

(2) The severity or nature of the violation;

(3) The potential monetary loss to the WIC program; and

(4) The vendor's volume of WIC business.

(P) If a vendor does not pay, only partially pays, or fails to timely pay a civil money penalty assessed in lieu of disqualification, the director shall terminate the contract and disqualify the vendor for the length of the disqualification corresponding to the violation for which the civil money penalty was assessed. The director may withhold any current or future payments due to the vendor to offset any payment owed by the vendor to the department.

- (Q) The director may terminate a contract and disqualify a grocery store for a period of not more than one year if the vendor submits for payment less than the average of one hundred and twenty coupons per month per vendor location for any designated one year period during the contract.
- (R) The director shall refer a vendor that is disqualified from participating in the WIC program or assessed a civil money penalty in lieu of disqualification from the WIC program to FNS for possible disqualification from participation in the food assistance program. The director shall refer a vendor that abuses the WIC program to federal, state, or local authorities for criminal prosecution under applicable statutes, where appropriate.
- (S) The director shall not accept a vendor's voluntary withdrawal or non-renewal of the contract as an alternative to disqualification when the director is required or has started the process to disqualify the vendor pursuant to this rule. Even if the vendor attempts to voluntarily withdraw or does not renew the contract in lieu of disqualification the director shall enter the disqualification on the record.
- (T) Except for permanent disqualification pursuant to paragraph (J) of this rule, a vendor that has been disqualified from the WIC program may apply for a new - vendor contract in accordance with rule 3701-42-03 of the Administrative Code after the period of disqualification has expired.
- (U) A vendor who commits fraud or engages in other illegal activity is subject to prosecution under applicable federal, state, or local laws.

Effective: 04/01/2011

R.C. 119.032 review dates: 10/18/2010 and 04/01/2016

CERTIFIED ELECTRONICALLY

Certification

01/20/2011

Date

Promulgated Under: 119.03
 Statutory Authority: 3701.132
 Rule Amplifies: 3701.132
 Prior Effective Dates: 1/10/1992 (Emer.), 4/12/92, 4/1/94, 1/26/96, 6/7/99, 6/21/04

3701-42-09 **Administrative review of adverse action affecting WIC -
farmer and vendor participation.**

(A) This rule prescribes the rights to administrative review of a WIC applicant, WIC farmer or WIC retail vendor that is subject to adverse action under this chapter of the Administrative Code.

(1) Except as provided under paragraphs (A)(2) and (A)(3) of this rule, a WIC retail vendor or applicant may request an administrative review of the following:

- (a) Denial of a vendor application pursuant to rule 3701-42-03 of the Administrative Code;
- (b) Assessment of a civil money penalty pursuant to rule 3701-42-08 of the Administrative Code; and
- (c) Termination of a vendor contract pursuant to rule 3701-42-08 of the Administrative Code;

(2) A WIC retail vendor or applicant may request an abbreviated review of the following:

- (a) Denial of a vendor application based on a finding that applicant or vendor lacks business integrity as required by paragraph (D)(10) of rule 3701-42-03 of the Administrative Code;
- (b) Denial of a vendor application based on a finding that applicant or vendor is not authorized to participate in the food assistance program;
- (c) Denial of a vendor application because the approval would exceed the maximum number of locations for the county, as determined in accordance with paragraph (E) of rule 3701-42-03 of the Administrative Code;
- (d) Denial of a vendor application that was submitted outside of the timeframes during which applications are to be submitted as set forth in paragraph (B) of rule 3701-42-03 of the Administrative Code;
- (e) Denial of a vendor application based only on a finding that the applicant or vendor had gross food sales of which, fifty per cent or greater were derived from WIC sales.
- (f) Termination of a contract based on a finding that there was a sale, assignment, or transfer of the contract or a change of ownership or operation under paragraphs (D) and (E) of rule 3701-42-04 of the Administrative Code;
- (g) Disqualification based on a finding that the applicant or vendor was disqualified from the food assistance program for a trafficking conviction under paragraph (J) of rule 3701-42-08 of the Administrative Code;

- (h) Disqualification based on a finding that the applicant or vendor was assessed a civil money penalty for hardship by the food assistance program; and
 - (i) Disqualification based on a finding that the applicant or vendor was assessed a civil money penalty for a mandatory sanction imposed by another state's WIC agency.
- (3) A farmer may request an administrative review for the following:
 - (a) Denial of a farmer application for failure to comply with rule 3701-42-05 of the Administrative Code;
 - (b) Denial of a farmer application for providing false information in connection with the application; and
 - (c) Termination of a farmer contract pursuant to rule 3701-42-14 of the Administrative Code.
- (4) A farmer applicant may request an abbreviated review for the following:
 - (a) Denial of a farmer application for failure to provide truthful, accurate or complete application as required by paragraph (C)(1) of rule 3701-42-10 of the Administrative Code;
 - (b) Denial of a farmer application for failure to attend mandatory farmer training as required by paragraph (C)(2) of rule 3701-42-10 of the Administrative Code;
 - (c) Denial of a farmer application for failure to pay in full any money owed to the department as required by paragraph (C)(4) of rule 3701-42-10 of the Administrative Code;
 - (d) Denial of a farmer application for the reason that farmer is currently under disqualification from the WIC program, farmers' market nutrition program, or food assistance program;
 - (e) Denial of a farmer application for failure to provide documentation as requested by the director pursuant to paragraph (C)(6) of rule 3701-42-10 of the Administrative Code; and
 - (f) Denial of a farmer application for the reason that entering into a contract will create a conflict of interest.
- (5) A WIC retail vendor, farmer or applicant does not have the right to administrative, abbreviated or judicial review for the following:
 - (a) Expiration of a contract;
 - (b) Amendments to the contract made pursuant to paragraph (C) of rule 3701-42-04 of the Administrative Code or pursuant to paragraph (C) of rule 3701-42-11 of the Administrative Code;

- (c) The director's determination regarding participant access;
 - (d) Termination of a contract pursuant to paragraph (G) of rule 3701-42-04 of the Administrative Code or paragraph (G) of rule 3701-42-11 of the Administrative Code.
- (B) As used in this rule, "affected party" means anyone entitled to an administrative or abbreviated review under this rule. For any adverse action taken against a vendor, farmer or applicant, the director shall provide the affected party with written notification of the adverse action, the causes for the action, and the effective date of the action. Except as otherwise provided in this chapter of the Administrative Code, notification shall be provided at least fifteen days prior to the effective date of the action. For any action in which the applicant or WIC retail vendor may request an administrative or abbreviated review under paragraphs (A)(1) to (A)(4) of this rule, the written notification shall be mailed in accordance with the following requirements:
- (1) The notification required by paragraph (B) of this rule shall be provided by certified mail, return receipt requested, by hand-delivery or other delivery method that verifies receipt. If the notification is sent by certified mail return receipt requested, and is returned because of failure of delivery, the director shall send the notification by regular mail to the primary location listed on the application for WIC program authorization. In such a case, the notification shall be deemed to have been received on the third day after it is mailed.
 - (2) The notification shall state that the affected party may obtain administrative review or abbreviated review, whichever is applicable, under this rule if the request is received by the department and received within fifteen days after the affected party receives or is deemed to have received the notification. The notification also shall list the address to which a request for administrative or abbreviated review shall be sent or delivered.
- (C) The affected party may request an administrative or abbreviated review on an adverse action by sending a written request for review to the address specified in the notification required under paragraph (B)(2) of this rule. The request for administrative or abbreviated review must be received by the department within fifteen days after the affected party receives or is deemed to have received the notification of the adverse action. Upon receiving a timely request for administrative review, the director shall schedule the administrative review to be held before an impartial decision maker selected by the director.
- (1) The impartial decision maker shall be licensed to practice law in Ohio and shall not have participated in any manner in the decision to take the adverse action against the affected party.
 - (2) The director shall mail or deliver notice of the date, time, and place of the administrative review to the affected party not less than ten days before the scheduled date.
 - (3) The affected party and the director each shall have one opportunity to reschedule the hearing date upon specific request to the impartial decision

maker. Any other postponements shall be by agreement of the director, the affected party, and the impartial decision maker. If the postponement will prevent the decision from being issued within the ninety-day period required by paragraph (H) of this rule, the impartial decision maker shall deny the postponement unless the affected party waives its right to a decision within that period.

- (D) A disqualification from the WIC program shall take effect on the effective date specified by the director in the notification issued under paragraph (B) of this rule regardless of the pendency of an administrative or abbreviated review under this rule. If a contract expires before the completion of the administrative or abbreviated review or the issuance of the decision under this rule, the decision shall apply to any contract that has been executed since the date of the notification issued under paragraph (B) of this rule.
- (E) The director may issue subpoenas to compel the attendance of witnesses or the production of documents at the administrative review. Any such subpoenas shall be served in the manner prescribed by the "Ohio Rules of Civil Procedure." The director shall issue subpoenas upon request by the affected party if the request is received by the director no fewer than fourteen days before the date set for the hearing.
- (F) At an administrative review, the affected party shall have the opportunity to present its case orally or in writing and to confront and cross-examine adverse witnesses. The affected party shall have the opportunity to be represented by counsel, if desired, and shall have the opportunity to review the case record before the administrative review. The affected party must be represented by an attorney licensed to practice law in Ohio if the affected party is a corporation or a limited liability company.
- (G) For an abbreviated review, the affected party shall have the opportunity to submit a written response to the director's notification of adverse action. The written response must be received by the department within fifteen days after the affected party receives or is deemed to have received the notification. The written response shall be reviewed by an individual designated by the director, who shall not have rendered the initial decision on the action, and whose determination is based solely on whether the director correctly applied federal or state statutes, regulations, rules, policies and procedures governing the WIC program, according to information provided to the vendor concerning the causes for the adverse action and the affected party's response.
- (H) The impartial decision maker of an administrative review or the director's designee of an abbreviated review shall prepare a written decision as to the validity of the director's action. The decision shall:
 - (1) Rest solely on the evidence presented for the review and the statutory and regulatory provisions governing the WIC program;
 - (2) Describe the basis for the decision, but need not contain a full opinion or formal findings of fact and conclusions of law;
 - (3) Be sent to the director and affected party by certified mail, return receipt requested, or hand delivery no more than ninety days after the date on

which the department received the request for the review, unless the affected party has waived the right to receive a decision within ninety days as provided in paragraph (C)(3) of this rule; and

(4) Shall be final and not subject to further administrative proceedings.

(I) The ninety day time frame provided in paragraph (H) of this rule is only for administrative purposes and does not provide a basis for overturning the decision if a decision is not made within the specified time frame.

Replaces: part 3701-42-10

Effective: 04/01/2011

R.C. 119.032 review dates: 10/18/2010 and 04/01/2016

CERTIFIED ELECTRONICALLY

Certification

01/20/2011

Date

Promulgated Under: 119.03
Statutory Authority: 3701.132
Rule Amplifies: 3701.132
Prior Effective Dates: 1/10/1992 (Emer.), 4/12/92, 4/1/94, 1/26/96, 6/7/99, 6/21/04, 10/1/09, 6/20/10

Farmer's authorization.

- (A) Any individual who owns or operates a farm stand or participates at a farmers' market may apply to the director for authorization to be a WIC farmer in accordance with this rule. Individuals who exclusively sell produce grown by someone else, such as a wholesale distributor, cannot be authorized for a WIC contract. The director shall authorize an applicant by entering into a contract in accordance with the criteria established under this rule. The contract shall be for a term of no more than three years. Unless otherwise provided in this rule, the contract beginning date shall be the first of June.
- (B) To apply for a farmer contract, an applicant shall complete an application packet on forms prescribed by the director. The applicant shall deliver the completed application to the director by hand-delivery, U.S. mail, or overnight mail at the address indicated on the application form. It is the applicant's responsibility to obtain documentation of the director's timely receipt of the application.
 - (1) The completed application must be postmarked or received by the director no later than the first of February of the year for which the applicant is applying. If an application is received on or before the first of February, but the application is not complete, the director may request additional information to make the application complete or accurate. The additional information must be postmarked or received by the director no later than the first of April. If a complete application is not received by the first of April, the application shall be denied.
 - (2) Notwithstanding the application submission requirements set forth in paragraph (B)(1) of this rule, the director may approve a contract to add a farm stand or farmers' market site to an existing farmer contract if the farmer is in good standing with the WIC program and has not been denied a contract for the proposed site within the previous twelve months.
- (C) The director shall enter into a contract with an applicant if the applicant meets all of the following criteria:
 - (1) The applicant has truthfully, accurately, and fully completed, signed, and timely submitted to the department an application for a contract, including the following additional documentation:
 - (a) Sufficient IRS documentation of his or her current federal employer identification number, if applicable. Sufficient documentation shall include a current United States internal revenue service (IRS) deposit coupon, completed IRS form W-9, letter or mailing label that contains both the IRS insignia and the applicant's federal employer identification number;
 - (b) Properly completed EFT form with a copy of a void check; and
 - (c) Any other documentation requested by the department.
 - (2) The applicant or representatives of the applicant shall attend a farmer training session at the time and place set by the department.

- (3) The applicant is in compliance with rule 3701-42-05 of the Administrative Code.
- (4) The applicant has paid in full or is current in payment of any money owed to the department.
- (5) The applicant is not currently under disqualification from the WIC program, farmers' market nutrition program, or food assistance program.
- (6) Upon request by the director, the applicant provides proof of any necessary local license, other regulatory approval to operate at each site specified in the application, or other documents to substantiate compliance with this rule. The director, at his or her discretion, may at any time require from any applicant or farmer additional documentation.
- (7) Entering into a contract will not create a conflict of interest as defined by applicable state laws, regulations, and policies between the farmer and the WIC program or its local agencies.
- (D) The director may deny an application if the applicant has provided false information in connection with its application for authorization.
- (E) Except as otherwise provided in this rule, the director shall deny an application for authorization if any of the criteria specified in paragraph (C) of this rule are not met.
- (F) At the director's discretion, he or she may require a farmer to accommodate an electronic transaction system which may include point of sale devices and scanners at each site capable of serving WIC participants. A farmer shall be notified at least sixty days prior to the effective date of this requirement. The director shall terminate a farmer's contract if the farmer fails to comply with this requirement.
- (G) The contract does not become effective until signed by the applicant or other authorized representative and the director.

Effective: 04/01/2011

R.C. 119.032 review dates: 10/18/2010 and 04/01/2016

CERTIFIED ELECTRONICALLY

Certification

01/20/2011

Date

| | |
|------------------------|--------------------|
| Promulgated Under: | 119.03 |
| Statutory Authority: | 3701.132 |
| Rule Amplifies: | 3701.132 |
| Prior Effective Dates: | 10/1/2009, 6/20/10 |

- (A) An applicant is not authorized to act as a WIC farmer without a valid contract executed pursuant to paragraph (A) of rule 3701-42-10 of the Administrative Code. Farmers whose contract has expired and applicants who have not yet received authorization from the director shall not accept fruit and vegetable vouchers from participants or alternate shoppers. The department shall not reimburse a farmer for transactions that occurred after the contract expires or before a contract becomes effective.
- (B) A farmer contract shall conform with the provisions of 7 C.F.R. 246.12(v) (in effect on July 1, 2010) and the applicable provisions of this chapter of the Administrative Code. The contract shall list all sites in which the farmer is authorized to accept vouchers.
- (C) The director may amend the contract at any time to include or incorporate additional provisions that are required because of changes in federal or state statute, regulation, or rule or to improve the administration, operation, or evaluation of the program. The director shall notify farmers of any amendment at least thirty days prior to the effective date. A farmer may accept the amendment or may terminate the contract voluntarily as provided in paragraph (F) of this rule. A farmer that does not voluntarily terminate the amended contract after receiving notification under this paragraph is deemed to have accepted the amendment. A farmer may not appeal an amendment to the contract.
- (D) A contract is not assignable or transferable. A farmer shall not sell, assign, or transfer in any manner his or her rights under the contract. A sale, assignment, or transfer of a contract shall render the contract void.
- (E) A farmer or farmer's authorized representative, which may include the purchaser or operator of the farmer, shall notify the department in writing, prior to any scheduled change of ownership or operation, including, but not limited to a sale, lease, transfer, bankruptcy, dissolution, or cessation of business, or within thirty days after such event, if not scheduled. A "change of ownership or operation" also includes the death of a sole proprietor or the transfer of a controlling interest in, or voluntary or involuntary dissolution of, a farmer that is a corporation. The farmer shall cease accepting vouchers immediately upon the effective date of a change of ownership or operation unless otherwise authorized by the director in writing. Upon notice or other information that an authorized site is the subject of a change of ownership or operation, the director shall terminate the farmer contract and shall not reimburse farmer for transactions that occurred on or after the date of change of ownership or operation.
- (F) A farmer may voluntarily terminate the contract for any reason. The farmer shall notify the department in writing, at least fifteen days prior to the effective date of termination.
 - (1) If the farmer owes the department any outstanding payment, he or she shall pay the amount due in full before the effective date of termination. The department may obtain the amount due by withholding current or future payments that otherwise would be due to the farmer.

- (2) Voluntary termination by a farmer shall not affect any action by the director to disqualify or otherwise sanction the farmer pursuant to rule 3701-42-14 of the Administrative Code, or to deny authorization pursuant to rule 3701-42-10 of the Administrative Code.
- (G) The director may terminate the contract if state or federal funds are not appropriated or otherwise become unavailable. The director shall notify the farmer in writing, by certified mail, return receipt requested, prior to the effective date of the termination.
- (H) The director may terminate a contract if he or she determines that the farmer provided false information in connection with an application for authorization.

Effective: 04/01/2011

R.C. 119.032 review dates: 10/18/2010 and 04/01/2016

CERTIFIED ELECTRONICALLY

Certification

01/20/2011

Date

Promulgated Under: 119.03
Statutory Authority: 3701.132
Rule Amplifies: 3701.132
Prior Effective Dates: 10/1/09

Farmer responsibilities.

- (A) A farmer shall comply with the requirements set forth in this chapter of the Administrative Code.
- (B) A farmer shall provide to participants and alternate shoppers only authorized fruits and vegetables in exchange for valid vouchers.
- (C) A farmer shall offer participants and alternate shoppers the same courtesies as extended to other customers including allowing the freedom to select among authorized fruits and vegetables.
- (D) In transacting the fruit and vegetable voucher a farmer shall:
 - (1) Accept a voucher on which the preprinted information has not been changed or is missing;
 - (2) Accept a voucher only within the valid period to redeem indicated on the voucher presented by a participant or alternate shopper;
 - (3) Accept a voucher only after requiring the bearer of the voucher to present a valid Ohio WIC program ID card;
 - (4) Deduct any discounts offered from the total before recording the actual amount of sale or the value of the voucher, whichever is less, on the voucher;
 - (5) Complete the voucher in ink at the time of the transaction;
 - (6) Total and record the price of the selected fruits and vegetables or the value of the voucher, whichever is less, in the appropriate block on the front of the voucher;
 - (7) Total and record the prices of the selected fruits and vegetables in the appropriate block on the front of the voucher at the time of the transaction;
 - (8) Record the transaction date in the appropriate block on the front of the voucher at the time of the transaction;
 - (9) Obtain the signature of the participant or alternate shopper on the voucher - in the presence of the cashier after the amount of sale is recorded;
 - (10) Be responsible for all vouchers accepted or processed for payment by current and former employees or agents of the farmer including any person or persons operating or employed at the farm stand or farmers' market. The farmer shall be responsible for the accuracy of any information submitted to the department by those employees or agents;
 - (11) Stamp the four-digit number on each voucher in the appropriate block before submitting for payment;

- (12) Review all vouchers that were accepted to verify that the recorded actual amount of sale is not more than the marked or posted prices, more than the prices charged to other customers or more than the value of the voucher;
 - (13) Return to the department or local agency within forty-eight hours any vouchers obtained not in the ordinary course of business, or if a farmer determines that the transaction was not in accordance with this chapter; and
 - (14) Submit vouchers to the designated processing firm within thirty days of the last day of the valid period to redeem.
- (E) A farmer shall comply with all of the following:
- (1) All federal and state laws, rules, and regulations governing the WIC program, including section 17 of the "Child Nutrition Act of 1966," 42 U.S.C.A. 1786 (in effect on July 1, 2010), and pertinent federal regulations for the WIC program, including 7 C.F.R. part 246 (in effect February 4, 2008);
 - (2) All federal and state laws pertaining to nondiscrimination, including but not limited to Title VI of the "Civil Rights Act of 1964," 42 U.S.C.A. 2000d (in effect January 2, 2006), and pertinent regulations adopted thereunder and 7 C.F.R. parts 15, 15a, and 15b (in effect on July 1, 2010); and
 - (3) All federal, state, and local criminal laws, either felony or misdemeanor, pertaining to the WIC program or any other FNS program.
- (F) The department or local agency or its designee may conduct announced and unannounced inspections of a farmer's or applicant's site at any time. The farmer or applicant and its employees and agents shall cooperate with the department or local agency or its designee conducting an inspection and shall provide access to records pertinent to the program, including transactions, pricing information, and inventory records. The department or local agency or its designee may confiscate improperly accepted vouchers.
- (G) A farmer shall be subject to audit by the department and FNS for the time period covering any present or previous authorization.
- (1) A farmer shall maintain records of purchases, gross sales receipts, and invoices, as applicable, for authorized fruits and vegetables for a period of not less than three years after the end of the federal fiscal year, and upon request, shall make available the records to the department and FNS. If any litigation, claim, negotiation, audit, or other action involving the records has begun during the three-year period, the farmer shall keep the records until all issues are resolved.
 - (2) Upon request, a farmer also shall make available to the department and FNS all vouchers that are stored at any of its sites or that are otherwise under the farmer's control.
- (H) A farmer shall respond in writing within fifteen calendar days after receiving the department's request for verification of ownership of the business entity or site.

- (I) A farmer shall send one or more representatives from each site to all required training sessions. A farmer shall inform and train cashiers, other employees, and agents on program requirements.
- (J) A farmer shall maintain the appropriate notice of authorization issued by the department.
- (K) A farmer shall not:
 - (1) Exchange vouchers for cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802 (in effect on July 1, 2010), alcohol or alcoholic beverages or tobacco products, or credit, including rainchecks, or other item that is not an authorized fruit or vegetable;
 - (2) Provide the participant or alternate shopper with any monetary change when the purchase is less than the value of the voucher;
 - (3) Require a participant or alternate shopper to exchange his or her selection of authorized supplemental fruits and vegetables. The farmer may request that the participant or alternate shopper pay the difference when the purchase price exceeds preprinted amount on the voucher;
 - (4) Redeem vouchers for authorized supplemental fruits and vegetables not received by the participants or alternate shoppers;
 - (5) Redeem vouchers in which the farmer charged participants or alternate shoppers more than the posted price or more than the farmer charged other customers; and
 - (6) Seek restitution from a participant or alternate shopper for the cash amount of a voucher not paid or partially paid by the department;
 - (7) Charge sales tax;
 - (8) Receive, transact, redeem, or seek reimbursement from the department for a voucher accepted by another person or site, whether or not authorized as a farmer;
 - (9) Redeem a voucher for unauthorized items; and
 - (10) Accept a voucher on which the preprinted information has been changed or is missing.

Effective: 04/01/2011

R.C. 119.032 review dates: 10/18/2010 and 04/01/2016

CERTIFIED ELECTRONICALLY

Certification

01/20/2011

Date

Promulgated Under: 119.03
Statutory Authority: 3701.132
Rule Amplifies: 3701.132
Prior Effective Dates: 10/1/09

Payment for fruit and vegetable vouchers.

- (A) The department shall pay for a fruit and vegetable voucher submitted by a farmer if all of the following conditions are met:
- (1) The WIC transaction occurred during the valid period to redeem, as recorded on the voucher;
 - (2) The farmer submitted the voucher to the processing firm designated by the director and the processing firm received it within thirty days after the last day of the valid period to redeem;
 - (3) The amount of sale or value of the voucher is recorded in the appropriate box on the voucher at the time of the WIC transaction;
 - (4) The participant or authorized alternate shopper signed the voucher in the appropriate box;
 - (5) The date of the WIC transaction is recorded in the appropriate box on the voucher;
 - (6) The authorized four-digit stamp number of the farmer site that transacted the voucher is stamped in the appropriate box;
 - (7) The voucher is completed in ink and does not contain any unauthorized alterations or corrections;
 - (8) The farmer properly and legibly executed, processed, and submitted all other required documents;
 - (9) The warrant is for an amount of more than two dollars; and
 - (10) The WIC transaction occurred during the valid contract period.
- (B) If the conditions specified in paragraph (A) of this rule are met, the department shall pay the farmer the amount of the voucher or the amount recorded on the voucher, whichever is lower, within sixty days after the receipt of all legible, properly executed, and processed documents.
- (C) Notwithstanding paragraph (B) of this rule, the department may pay for a voucher if the farmer submitted a voucher to the designated processing firm more than thirty days after the valid period to redeem has expired, and the farmer justifies in writing and documents to the director's satisfaction that the failure to meet the required deadline resulted from circumstances beyond the control of the farmer. If the total value of the vouchers submitted at one time exceeds five hundred dollars, the department must obtain approval from the FNS regional office to pay for the vouchers.
- (D) The department shall notify a farmer if it determines that it will not pay for a voucher based on the failure to meet the conditions specified in paragraph (A) of this rule. The farmer may request reconsideration of the department's determination not to pay for a voucher. Any request for reconsideration must be

in writing and must be post-marked within thirty days of the denied payment notification.

- (E) The department may deny payment or initiate claims collection action within ninety days of either the date of detection of the violation or the completion of the review or investigation giving rise to the claim, whichever is later. Claims collection action may include offset against current and subsequent amounts owed to the farmer.
- (F) The department may delay payment to the farmer or establish a claim in the amount of the full purchase price of each voucher that contained an overcharge or other error. Such violations may be detected through compliance investigations, voucher reviews, or other reviews or investigations of farmer operations.
- (G) Upon the department's request, a farmer shall refund to the department, within ninety days, any payments made to the farmer that later are found to be an overcharge, paid in error, or otherwise invalid because of noncompliance with paragraph (A) of this rule. At its option, the department may recover the invalid payments by withholding all or a portion of current or future payments due to the farmer. The department shall provide the farmer with notice of and an opportunity to respond to the department's determination that a payment is invalid in the same manner as prescribed by paragraph (D) of this rule for a determination not to pay for a voucher.
- (H) Any payment for a voucher made by the department pursuant to paragraphs (A) to (C) of this rule does not waive the department's right to refuse payment for other vouchers at any other time or to take action pursuant to rule 3701-42-14 of the Administrative Code.

Effective: 04/01/2011

R.C. 119.032 review dates: 10/18/2010 and 04/01/2016

CERTIFIED ELECTRONICALLY

Certification

01/20/2011

Date

Promulgated Under: 119.03
Statutory Authority: 3701.132
Rule Amplifies: 3701.132
Prior Effective Dates: 10/1/2009

Farmer sanctions.

- (A) The director shall terminate a contract and disqualify a farmer in accordance with the following reasons set forth in this paragraph. The director will provide the farmer with a notice letter that violations are occurring that may lead to mandatory sanctions under paragraphs (A)(2)(b) to (A)(3) of this rule. The notice letter will be provided to the farmer after an initial finding and prior to taking further action, unless providing such notice compromises an investigation.
- (1) The director shall terminate a contract and disqualify a farmer for a period of six years if the director finds that the farmer has exchanged food instruments or vouchers for cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802 (in effect on July 1, 2010-).
- (2) The director shall terminate a contract and disqualify a farmer for a period of three years if he or she finds that the farmer has:
- (a) Exchanged food instruments or vouchers for alcohol or alcoholic beverages or tobacco products;
- (b) Engaged in a pattern of any of the following:
- (i) Exchanging food instruments or vouchers for credit, including rainchecks, or non-food items;
- (ii) Redeeming food instruments or vouchers from WIC transactions for authorized supplemental foods not received by the participants or alternate shoppers;
- (iii) Redeeming food instruments or vouchers in which the farmer charged participants or alternate shoppers more for the authorized supplemental foods than the farmer charged other customers or farmer charged more than the posted prices; or
- (iv) Receiving, transacting, or redeeming food instruments or vouchers outside of authorized channels, including seeking reimbursement from the department for a voucher accepted by another person or site.
- (3) The director shall terminate a contract and disqualify a farmer for a period of one year if he or she finds that the farmer has engaged in a pattern of providing unauthorized food items in exchange for food instruments or vouchers.
- (B) The director shall terminate a contract and disqualify a farmer who has been disqualified from an FNS program. The disqualification shall be for the same length of time as the disqualification from the FNS program. The disqualification from the WIC program may begin at a later date than the FNS program disqualification. The disqualification from the WIC program shall take effect on the date the farmer receives notice of disqualification from WIC.

- (C) Notwithstanding paragraph (A) of this rule, the director shall terminate a farmer contract and permanently disqualify from the WIC program a farmer that has been convicted in a court of law for trafficking in food instruments or selling firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, (in effect on July 1, 2010) in exchange for food instruments.
- (D) The director may terminate a contract and disqualify a farmer from the WIC program for a period of not more than one year for one or more farmer violations resulting from an investigation.
- (E) The director shall notify FNS of a farmer that is disqualified from the WIC program.
- (F) The director shall not accept a farmer's voluntary withdrawal or non-renewal of the contract as an alternative to disqualification when the director is required to or has started the process to disqualify the farmer pursuant to this rule. Even if the farmer attempts to voluntarily withdraw or does not renew the contract in lieu of disqualification, the director shall enter the disqualification on the record.
- (G) A farmer, whose contract has been terminated and who has been disqualified from the WIC program, may request an administrative review in accordance with rule 3701-42-09 of the Administrative Code. Upon timely request for an administrative review, the department shall provide the farmer with a review in accordance with the requirements set forth in rule 3701-42-09 of the Administrative Code.
- (H) A farmer that has been disqualified from the WIC program may apply for a new contract in accordance with rule 3701-42-10 of the Administrative Code after the period of disqualification has expired.
- (I) A farmer who commits fraud or engages in other illegal activity is subject to prosecution under applicable federal, state, or local laws.

Effective: 04/01/2011

R.C. 119.032 review dates: 10/18/2010 and 04/01/2016

CERTIFIED ELECTRONICALLY

Certification

01/20/2011

Date

Promulgated Under: 119.03
 Statutory Authority: 3701.132
 Rule Amplifies: 3701.132
 Prior Effective Dates: 10/1/09

Ohio WIC Retail Vendor Manual



Ohio WIC
Women, Infants, and
Children Program



Ohio Department of Health
Bureau of Nutrition Services
Women, Infants, and Children
(WIC) Program

In conjunction with the
United States Department of Agriculture

Introduction

The Ohio WIC Retail Vendor Manual is a:

- Part of the Ohio Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) Retail Vendor Contract
- Document of instructions to assist authorized WIC vendors in meeting the requirements of the Ohio WIC program
- Valuable tool to be used by authorized WIC vendors during their participation in the Ohio WIC program

The State WIC program will notify each authorized vendor if there are changes in the procedures or requirements listed in this Manual.



What is WIC?

WIC is a nutrition program that helps income eligible pregnant and breastfeeding women, women who recently had a baby, infants, and children who are at health risk due to inadequate nutrition.

Who is WIC for?

Women who are...

- Pregnant
- Breastfeeding
- Recently had baby

Infants from...

- Birth to one year of age

Children from...

- One year of age to their 5th birthday

What Services does WIC provide?


- Screening for nutritional problems
- Nutrition education
- Breastfeeding support
- Authorized supplemental foods
- Referrals to other health and social services

How do you qualify to receive WIC services?

Women, Infants, and Children must:

- Have a nutritional and/or medical need
- Meet the WIC income guidelines
- Reside in Ohio

WIC food items include:

- Whole Grains
(breads, brown rice, tortillas, oatmeal)
 - Cereals
 - Peanut butter
 - Milk
 - Eggs
 - Juice
 - Fruits and vegetables
 - Beans or peas
 - Cheese
 - Tofu
 - Infant Cereal
 - Baby Food
 - Infant Formula
- 

What role do vendors play in the Ohio WIC program?

Vendors are required to contract with the Ohio Department of Health to accept WIC food instruments during the regional contracting period. Vendors must meet all contracting criteria outlined in Ohio Administrative Code (OAC) rules 3701-42-01 through 3701-42-14. The Ohio WIC participant, parent or caretaker of an infant or child participant, or alternate (hereinafter referred to as participant) is issued coupons for authorized foods to transact with authorized vendors. Vendors are responsible for:

- Knowing their contract end dates
- Notifying the State WIC office of any change in ownership
- Remaining in compliance with the Ohio Administrative Code (OAC)
- Verifying foods are authorized to be purchased
- Maintaining minimum stocking requirements

Are there special requirements for stocking WIC Authorized Supplemental Foods?

We encourage WIC vendors to stock as many WIC authorized supplemental foods as possible. However, at all times, including the time of the Preauthorization Site Visit and routine monitoring visits, the vendors must openly and visibly display in public view for sale the minimum quantities, sizes and types of the WIC authorized supplemental food items listed at:

<http://www.odh.ohio.gov/odhprograms/ns/wicn/AuthorizedFoods.aspx>

Failure to openly and visibly display the WIC authorized supplemental food items and posting prices will result in denial of the application or sanction including disqualification from the WIC program.

All vendor responsibilities are located in the Ohio Administrative Code (OAC) 3701-42-06.

<http://codes.ohio.gov/oac/3701-42-06>

Transacting WIC coupon (For Vendors):

- WIC participant will present the WIC coupons and ID card before you ring up the purchases.
- Verify that the coupon is being transacted during the valid period.
- WIC participants should separate their WIC purchases.
- Verify the foods are on the current Ohio WIC Authorized Foods List (AFL).
- Record the amounts of all supplemental food items purchased.
- Deduct any manufacturer coupons, store discount cards, or other discounts offered from the total.
- Enter the actual amount of sale.
- Record the date, using six or eight digits.
- Request the WIC participant sign the coupon in the signature box and compare it to the WIC ID card.
- Encode ("frank") WIC coupon into the register with amount of sale and transaction date on the back of the coupon (if possible).
- Always give the shopper a copy of the sales receipt.
- Each WIC coupon should be treated as a separate transaction.

[illegible]

| OHIO DEPARTMENT OF HEALTH | | | |
|-------------------------------------|-------------|---|--------------|
| SEQUENCE # | WIC ID # | PARTICIPANT NAME | ADJUNCT SITE |
| 64164426 | 021-3502700 | MICHELLE DALE NO SUBSTITUTIONS | 9187 |
| 1 DOZEN EGGS-LARGE ONLY | | NOT TO EXCEED | |
| 1 PEANUT BUTTER, SEE WIC FOODS LIST | | FIRST DATE OF USE | |
| 1 BOX OR MORE AUTH CEREAL UPTO 36OZ | | ACT/01/09 | |
| 1 JUICE,SEE WIC FOODS LIST | | TRANSACTION DATE | |
| 1 GAL MILK, 2%, 1%, OR SKIM | | LAST DATE OF USE | |
| | | OCT/31/09 | |
| | | SIGNATURE OF PARTICIPANT OR ALTERNATE SHOPPER | |
| | | WIC VENDOR STAMP HERE | |
| | | WIC VENDOR SIGNATURE | |
| | | WIC VENDOR ADDRESS | |
| | | WIC VENDOR PHONE | |
| | | WIC VENDOR FAX | |
| | | WIC VENDOR EMAIL | |
| | | WIC VENDOR WEBSITE | |
| | | WIC VENDOR COMMENTS | |
| | | WIC VENDOR NOTES | |
| | | WIC VENDOR SIGNATURE | |
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| | | WIC VENDOR ADDRESS | |
| | | WIC VENDOR PHONE | |
| | | | |

How to transact a Fruit and Vegetable Voucher (FVV) (for Vendors)

- Verify the voucher is during valid period.
- Verify the fruits and vegetables being purchased are authorized.
- Deduct any manufacturer coupons, store discount cards, or other discounts offered from the total.
- Write in quantities in appropriate box.
- Write the actual amount of sale or the value of the voucher, whichever is less, using the standard dollars and cents.
- Request the participant to pay the difference when the fruits and vegetables selected exceed the value of the voucher.
- Record the date, using six or eight digits.
- Have the WIC participant sign the voucher on the signature box and compare it to the WIC ID card.
- Always give the shopper a copy of the sales receipt.
- A WIC participant may choose to combine vouchers for a fruit and vegetable purchase.

| OHIO DEPARTMENT OF HEALTH | | SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN (WIC) | |
|--|-------------|---|---------------|
| SEQUENCE # | WIC ID # | PARTICIPANT NAME | AGENCY/STATE |
| 55536486 | 499-0000485 | SUZANN ZZICK | ZZZZZ 1 ***** |
| NO SUBSTITUTIONS | | | |
| Fruit and Vegetable Voucher | | | |
| Purchase amount over \$6.00 Is to be paid by the participant | | | |
| NOT NEGOTIABLE EXCEPT BY CONTRACTED VENDORS. THE RETAIL TOTAL COST FOR THE AUTHORIZED FOOD ITEMS ACTUALLY PROVIDED TO THE PARTICIPANT MUST BE ENTERED IN THE ACTUAL AMOUNT OF SALE BLOCK. | | HEA 402 (Rev. 7/06) | |
| Transaction Date NOT TO EXCEED ***** ACTUAL AMOUNT OF SALE WIC VENDOR STAMP HERE | | First date of use FIRST DATE OF USE MAY/07/09 Last date of use LAST DATE OF USE MAY/31/09 | |
| WIC participant signature SIGNATURE OF PARTICIPANT OR ALTERNATE SHOPPER | | Buy fresh frozen or canned fruits and vegetables up to the amount listed BUY FRESH FROZEN OR CANNED FRUITS AND VEGETABLES UP TO THE AMOUNT LISTED | |

How to correct a WIC Coupon and Fruit and Vegetable Voucher:

Correct errors by following these easy steps:

- Draw a single line through the incorrect information.
- Enter the correct information to the right or within the box.
- Circle the correct information.
- Initial corrections. If another cashier made the error, bring it to the attention of your supervisor so it can be given to the appropriate cashier to initial.
- Vendors are encouraged to encode ("frank") purchase information on the back of each food instrument

| | | | | | |
|---|--------------------------|----------------------------------|--|---|--------------------------|
| 27855890 | | OHIO DEPARTMENT OF HEALTH | | SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR INFANTS, INFANTS, AND CHILDREN INDC | |
| SEQUENCE # | INC VS # | PARTICIPANT NAME | PACKAGE | AGENCY/STATE | |
| 27855890 | 499-0000001 | FIRSTPART TESTGP1 | J00S0 3 | ***** | |
| NB SUBSTITUTIONS | | | # of items | NOT TO EXCEED | FIRST DATE OF USE |
| I | 80Z INFANT CEREAL | 1 | ***** | | |
| H | 130Z CONC SIMILAC W/IRON | 8 | ACTUAL AMOUNT PAID \$2.53 AH | TRANSACTION DATE VOID yop | |
| | | | VOID | | |
| | | | VOID | | |
| | | | INC VENDOR STAMP HERE | LAST DATE OF USE | |
| | | | | | |
| <small>NOT NECESSARY IF COUPON EXPIRES ON LAST DAY OF SALE</small> | | | <small>REMARKS MUST BE PRINTED OR INITIALED BY THE SHOPPER</small> | | |
| SIGNATURE OF PARTICIPANT OR ALTERNATE SHOPPER | | | VOID VOID | | |
| <small>NOT NECESSARY EXCEPT FOR GUARANTEED REFUNDS; THE RETAIL TOTAL DUES FOR THE AUTHORIZED FOOD ITEMS ACTUALLY PROVIDED TO THE PARTICIPANT MUST BE ENTERED IN THE ACTUAL AMOUNT OF SALE COLUMN.</small> | | | | | |

Submission of WIC Coupons and Fruit and Vegetable Vouchers

WIC coupons and fruit and vegetable vouchers must be submitted within 30 days of the last day of the valid period to redeem.

- Separate the WIC coupons from the fruit and vegetable vouchers and place them on separate Vendor Batch Transmittal (VBT) forms.
- Place the WIC four-digit store stamp number in the appropriate box on the front of each food instrument.
- Place the store outlet name, address, and Federal Tax Identification Number on the back of the food instruments.
- Prepare the VBT.
- Batch the coupons in groups of 200 or fewer on lines 1 through 17.
- Do not alter the preprinted VBT number; photo copies of this form will not be accepted.

Vendors are responsible for the delivery of, or services used in the delivery of all redeemed food instruments. The State WIC program cannot pay for food instruments unless they are documented as received by the processing firm. For Processing Company contact information, please see:

<http://www.odh.ohio.gov/odhPrograms/ns/wicn/wic1.aspx>

NOTE: If you need additional VBT's, call 1-800-282-3435

| | | | | |
|--|---------------------|-----------------------|--|------|
| State of Ohio Department of Health • WIC Program Vendor Batch Transmittal | | Vendor name | | No. |
| | | Vendor address | | |
| Batch Item Count | Batch Dollar Amount | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | | | | |
| 16 | | | | |
| 17 | | | | |
| Total | Total | | | |
| Date received at processor | | Vendor Federal Tax ID | | Code |

HEA 405, 406

05/87/9

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For more Information

Please visit the Ohio Department of Health's website at:
<http://www.odh.ohio.gov/odhPrograms/ns/wicn/wic1.aspx> or call 1-800-282-3435.

Ohio WIC Program

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

Ohio WIC Regions



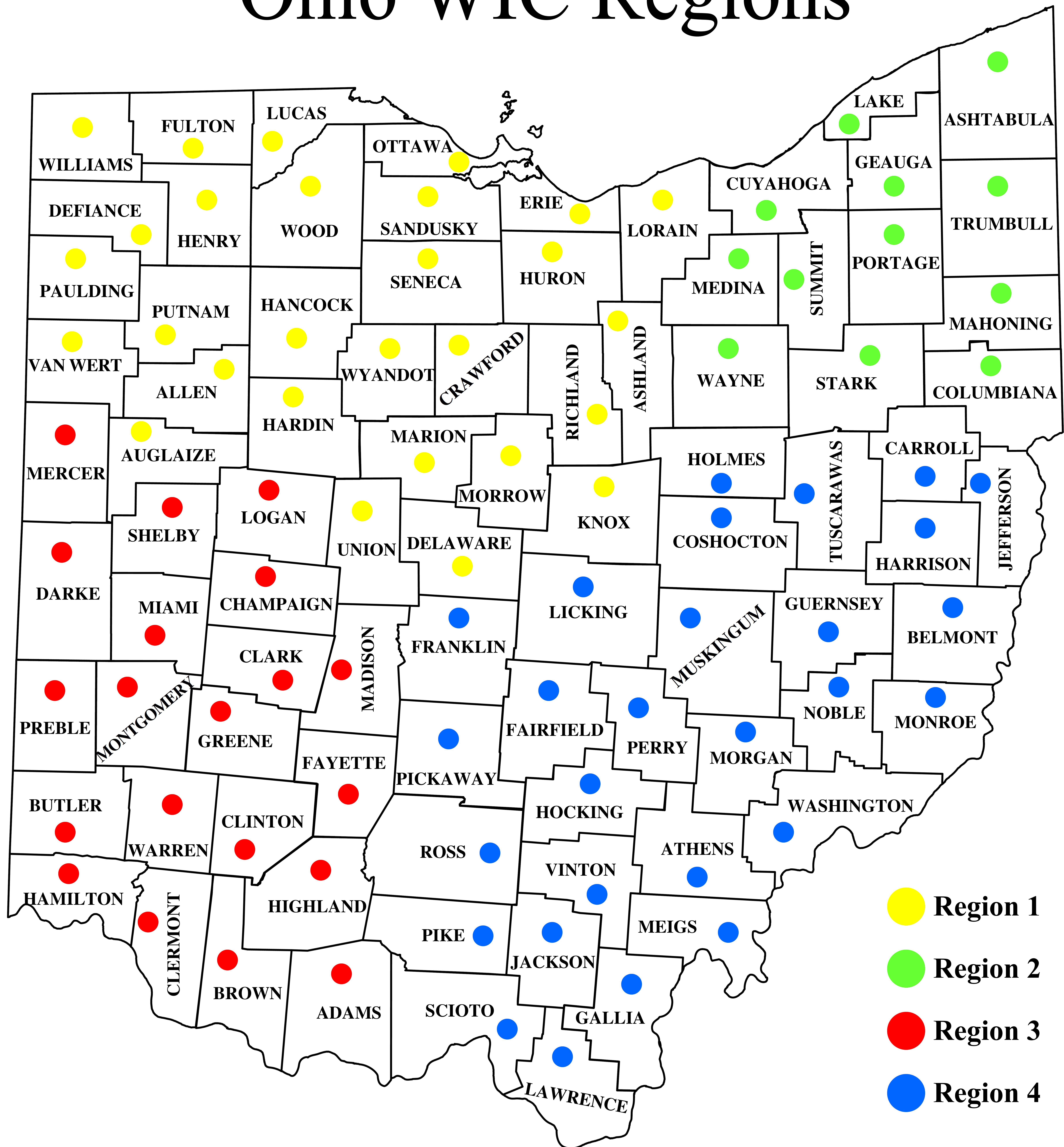


Ohio WIC
Women, Infants, and
Children Program



The Ohio Department Of Health
www.odh.ohio.gov
1-800-755 GROW (4769)

Ohio WIC Regions



Special Child/Woman Food Package Tool

This tool can be used by the WIC Nutrition Health Professional as a reference when assigning the Special Child/Woman Food Packages:

Woman: Boost and Ensure

Child: Boost Kid Essentials 1.0 Cal (retail)**, Bright Beginnings Soy Pediatric Drink, PediaSure, PediaSure with Fiber, PediaSure Enteral, PediaSure Enteral with Fiber, and PediaSure Peptide.

| | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 | Total |
|--------------------------------------|----------------------------|----------------------------|----------------------------|-------------------------|----------------------------|----------------------------|-----------------------------|
| 1 can/day (30 cans/mo) | Tailored 2 (48 cans) | Tailored 3 (24 cans) | Tailored 3 (24 cans) | Tailored 2 (48 cans) | Tailored 3 (24 cans) | Tailored 3 (24 cans) | = 192 cans (32 cans/mo) |
| 2 cans/day (60 cans/mo) | Tailored 1 (72 cans) | Tailored 2 (48 cans) | Tailored 1 (72 cans) | Tailored 2 (48 cans) | Tailored 1 (72 cans) | Tailored 2 (48 cans) | = 360 cans (60 cans/mo) |
| 3 cans/day (90 cans/mo) | Adjusted Full (96 cans) | Adjusted Full (96 cans) | Adjusted Full (96 cans) | Tailored 1 (72 cans) | Adjusted Full (96 cans) | Adjusted Full (96 cans) | = 552 cans (92 cans/mo) |
| 4 cans/day (120 cans/mo)* | Full (113 cans) | Full (113 cans) | Full (113 cans) | Full (113 cans) | Full (113 cans) | Full (113 cans) | = 678 cans (113 cans/mo) |

**Full (110 cans) = 660 cans (110 cans/month)

Woman: Boost Breeze

Child: Boost Kid Essentials 1.5 Cal, Boost Kid Essentials 1.5 Cal with Fiber, Neocate (EO28) Splash, and Boost Breeze

| | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 | Total |
|--------------------------------------|-----------------------------|-----------------------------|-------------------------|-----------------------------|-----------------------------|-------------------------|-----------------------------|
| 1 can/day (30 cans/mo) | Tailored 2 (54 cans) | Tailored 3 (27 cans) | Tailored 3 (27 cans) | Tailored 3 (27 cans) | Tailored 3 (27 cans) | Tailored 3 (27 cans) | = 189 cans (31 cans/mo) |
| 2 cans/day (60 cans/mo) | Tailored 1 (81 cans) | Tailored 2 (54 cans) | Tailored 2 (54 cans) | Tailored 2 (54 cans) | Tailored 1 (81 cans) | Tailored 2 (54 cans) | = 378 cans (63 cans/mo) |
| 3 cans/day (90 cans/mo) | Adjusted Full (108 cans) | Adjusted Full (108 cans) | Tailored 2 (54 cans) | Adjusted Full (108 cans) | Adjusted Full (108 cans) | Tailored 2 (54 cans) | = 540 cans (90 cans/mo) |
| 4 Cans/day (120 cans/mo)* | Full (113 cans) | Full (113 cans) | Full (113 cans) | Full (113 cans) | Full (113 cans) | Full (113 cans) | = 678 cans (113 cans/mo) |

Child: Compleat Pediatric, Nutren Jr., Nutren Jr. with Fiber, Peptamen Jr., Peptamen Jr. with Fiber, Peptamen Jr. with Prebio¹, and Peptamen Jr. 1.5 cal

| | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 | Total |
|--------------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|-------------------------|-----------------------------|
| 1 can/day (30 cans/mo) | Tailored 2 (48 cans) | Tailored 3 (24 cans) | Tailored 3 (24 cans) | Tailored 2 (48 cans) | Tailored 3 (24 cans) | Tailored 3 (24 cans) | = 192 cans (32 cans/mo) |
| 2 cans/day (60 cans/mo) | Tailored 1 (72 cans) | Tailored 2 (48 cans) | Tailored 1 (72 cans) | Tailored 2 (48 cans) | Tailored 1 (72 cans) | Tailored 2 (48 cans) | = 360 cans (60 cans/mo) |
| 3 cans/day (90 cans/mo) | Adjusted Full (96 cans) | Adjusted Full (96 cans) | Adjusted Full (96 cans) | Adjusted Full (96 cans) | Adjusted Full (96 cans) | Tailored 1 (72 cans) | = 552 cans (92 cans/mo) |
| 4 Cans/day (107 cans/mo)* | Full (107 cans) | Full (107 cans) | Full (107 cans) | Full (107 cans) | Full (107 cans) | Full (107 cans) | = 642 cans (107 cans/mo) |

* Parent or guardian should be instructed to go to a pharmacy that will break cases. If pharmacies are not willing to break cases, the health professional should assign the adjusted full package and provide the parent or guardian with the *WIC Formula Availability Letter*. See Chapter 300 section 310.1 and Appendix 300 *Medicaid and Managed Care Plan Process and Paperwork Flow*.

VENDOR BATCH TRANSMITTAL FORM

**State of Ohio
Department of Health • WIC Program
Vendor Batch Transmittal**

| | | | |
|----------------------------|------------------|-------|---------------------|
| Vendor name | | No. | |
| Vendor address | | | |
| Date received at processor | Batch Item Count | | Batch Dollar Amount |
| | 1. | | |
| | 2. | | |
| | 3. | | |
| | 4. | | |
| Vendor Federal Tax ID | 5. | | |
| | 6. | | |
| | 7. | | |
| | 8. | | |
| | 9. | | |
| | 10. | | |
| | 11. | | |
| | 12. | | |
| Date | 13. | | |
| | 14. | | |
| | 15. | | |
| | 16. | | |
| | 17. | | |
| | Total | Total | |

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OHIO DEPARTMENT OF HEALTH

246 North High Street
Columbus, Ohio 43215

614/466-3543
www.odh.ohio.gov

John R. Kasich / Governor

Theodore E. Wymyslo, M.D. / Director of Health

Date:

To: Medicaid

From: Michele A. Frizzell, RD, Chief, Bureau of Nutrition Services

Through: _____
WIC Clinic

Subject: WIC Formula Availability

Please be advised that _____ has

been prescribed _____ and

☐ receives _____ cans of _____ monthly from WIC.
(women, children over 1 year of age)

☐ does not receive this formula: _____ from WIC.

☐ was not eligible for the WIC program.

For infants only, formula amounts change monthly until 13 months of age.
(Amounts below are listed by age of the infant in months and total cans provided per month)

1 month _____ 2 month _____ 3 months _____ 4 months _____ 5 months _____

6 months _____ 7 months _____ 8 months _____ 9 months _____ 10 months _____

11 months _____ 12 months _____

Please direct any questions to _____ at
_____.

Cc: WIC Chart