**Section 672.425 WIC Retail Vendor Responsibilities**

a) The Vendor shall comply with all WIC Program requirements specified in this Part, 7 CFR 246, Operating Rules: Women, Infants, and Children (WIC) Electronic Benefits Transfer (EBT), applicable federal, State and local health protection laws or ordinances, and the current WIC Vendor Agreement.

b) Vendors with a grocery or grocery/pharmacy Vendor contract shall maintain minimum required quantities of foods and infant formulas at all times (see Section 672.215(d)). Vendors with pharmacy Vendor contracts shall be exempt from the minimum required quantities of all food items, except for the infant formula requirement. Grocery/pharmacy and pharmacy Contract Vendors must have the ability to supply and process sales of all specialty formula in the quantity available based on the current Participant's Food Benefits balance, upon request, within 2 business days.

c) The Vendor shall display the price of WIC Foods, charged to the general public, in clear view of customers, identifying the price of the specific WIC Food item.

d) The Vendor shall provide WIC Foods to WIC Cardholders at the same price or less than the price charged to non-WIC customers.

e) The Vendor shall accept Food Benefits only from WIC Cardholders who are able to provide a valid PIN.

f) The Vendor shall not issue a WIC Cardholder any document (e.g., rain check) purporting to give the WIC Cardholder the right to buy a WIC Food item or non-WIC Food item after the Food Benefit is processed.

g) The Vendor may not provide refunds or permit exchanges for authorized supplemental foods obtained with food instruments or cash-value vouchers, except for exchanges of an identical authorized supplemental food item when the original authorized supplemental food 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.

h) The Vendor shall charge the Department sale prices. The value of coupons and discounts shall be deducted from the price charged to the Department. The WIC Cardholder shall not be given cash for the difference.

i) The Vendor shall participate in an annual WIC training program (see Section 672.310).

j) The Vendor and the Vendor's business entity shall be subject to review by the Department or USDA for the time period covering any present or previous authorization. Documents to be maintained by the Vendor shall include but not be limited to:

1) Original purchase order, including purchase order date; and

2) Original vendor invoices, showing date, showing date received, revealing description of items received, showing vendor model or item number, listing stock keeping unit identification number of item received (if different than the vendor unit ID number), listing quantity received by item, identifying item unit costs, furnishing item cost extension (item cost multiplied by item quantity received), and showing initials of employee receiving and counting inventory on behalf of store. The Vendor shall maintain all records of purchases, gross sales receipts, and invoices of all WIC and non-WIC Foods for a period not less than 3 years. The original of those records shall be made available to the Department or USDA upon reasonable request. The Vendor shall also provide the Department and USDA the opportunity to inspect all Food Benefits located at the Vendor Site or under the control of the Vendor.

k) The Vendor shall respond truthfully and accurately to Department initiated requests for Retail Vendor price surveys, verification of ownership of the business entity or Vendor Site, proof of WIC and non-WIC purchases and sales, and proof of the volume of alcoholic beverage sales. The responses shall be in writing and be provided within 15 calendar days after receipt of the Department's request. Failure to submit requested information may result in the suspension of WIC Vendor authorization.

l) The Vendor shall maintain all refrigerated areas at temperature of 40 degrees Fahrenheit or below.

m) The Vendor shall not exchange Food Benefits for any form of currency, or other items of value, nor provide the WIC Cardholder with any amount of currency or coin as change from a partial WIC Food transaction.

n) The Vendor shall not seek restitution from WIC Cardholders for Food Benefits not paid by the Department or fines levied by the Department, a financial institution or the Department's contract bank. The Vendor shall not seek or receive restitution from the Department for monetary penalties for rejected Food Benefits.

o) The Vendor shall not charge sales taxes for WIC Foods, as the Department is exempt from those taxes under tax number E9984-0987-03.

p) The Vendor shall reimburse the Department for any Food Benefits redeemed in violation of the USDA WIC Regulations, Operating Rules: Women, Infants, and Children (WIC) Electronic Benefits Transfer (EBT), the Act, this Part or the WIC Vendor Contract.

q) Neither authorization as a WIC Vendor nor the WIC Vendor Contract constitutes employment between the Vendor and the Department as a State employee or provides eligibility for any employee benefits provided by the State of Illinois.

r) The Vendor shall offer the same courtesies to WIC Cardholders as offered to other customers.

s) At least 15 calendar days before a change of location, name, address, management, corporate officers, or majority stockholders, the vendor shall report the change in writing to the Department or its designee. A new location within a 2-mile radius of the Vendor's previous authorized location, with the previous location being closed, will not require a new application for authorization. If a Vendor begins to operate in a new location and the previous location is not closed, a new application for authorization will be required.

t) The grocery Vendor or grocery/pharmacy Vendor shall not deny a WIC Cardholder any WIC Foods indicated on the Food Benefit that the Vendor has in stock. When the WIC Cardholder presents an Illinois eWIC card for WIC benefits, a pharmacy or drug store designated as a Pharmacy Vendor shall be exempt from providing foods that are not infant formula or medical food.

u) Neither the Vendor, nor the Vendor's employee, shall require that a WIC Cardholder exchange the WIC cardholder's selection of WIC Foods because the WIC Foods selected exceed the Not-to-Exceed (NTE) price of the Food Benefit. Nor shall the Vendor request or accept any remuneration for the difference between the WIC Cardholder selected WIC Foods and the NTE price of the Food Benefit.

v) The Vendor shall allow WIC Cardholders freedom to select any WIC Foods in stock at the Vendor Site, except that, if the WIC Cardholder presents an Illinois eWIC card for WIC benefits at a pharmacy or drug store designated as a Pharmacy Vendor, then that pharmacy or drug store shall be exempt from providing foods that are not infant formula or medical food.

w) The Vendor shall not maintain in shelf stock any WIC Foods that meet the definition of "Expired Food". (See Section 672.100.)

x) The Vendor shall not accept for payment or credit any Food Benefit without a valid PIN.

y) A Vendor may not provide, in exchange for WIC Food Benefits to a WIC Cardholder, alcohol, an alcoholic beverage, a tobacco product or any other food other than the authorized food specified on the Food Benefit or provide any coupon or certificate for these items contingent upon spending the WIC Food Benefit or provided to a WIC Cardholder for a purchase made with WIC Benefits.

(Source: Amended at 46 Ill. Reg. 2073, effective January 21, 2022)