

PROCUREMENT NOTICE

Below is the procurement notice for this RFP. When the anticipated cost of a competitive procurement exceeds \$50,000, a legal notice must be published in two or more publications (one of which must be a major daily newspaper published in the state). Agencies must allow a minimum of seven (7) weeks between the RFP release date and the deadline for submitting proposals, unless an emergency situation warrants a shorter length of time. All RFPs, regardless of the anticipated procurement cost, must be posted on the State Contracting Portal on the release date of the RFP.

The State of Connecticut Department of Public Health (DPH) is seeking proposals to contract with a professional organization to conduct compliance investigations for the Special Supplemental Nutrition Program for Women, Infants and Children (WIC). Investigations involve buys performed statewide in local grocery stores and the submission of compliance buy reports. The purpose of conducting compliance investigations is to preserve program integrity and ensure the security of federal funds.

The Request For Proposals is available in electronic format on the State Contracting Portal at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp or from the Department's Official Contact:

Name: Kimberly Boulette, Health Program Supervisor
Address: Connecticut Department of Public Health
WIC Program
410 Capitol Avenue, MS#11WIC
Hartford, CT 06106

Phone: 860-509-7845
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E-Mail: kimberly.boulette@ct.gov

The RFP is also available on the Department's website at <http://www.ct.gov/dph/rfp>. A printed copy of the RFP can be obtained from the Official Contact upon request. Deadline for receipt of proposals is January 5, 2016.

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I. GENERAL INFORMATION

■ A. INTRODUCTION

1. **RFP Name or Number.** WIC Investigations - RFP#2016-0901

2. **Summary.** The State of Connecticut Department of Public Health is seeking an organization to conduct compliance investigations for the Special Supplemental Nutrition Program for Women, Infants and Children (WIC). Investigations involve undercover buys at retailers statewide and the submission of compliance buy reports.

3. **Synopsis (Optional).** The purpose of this service is to ensure security of WIC Program federal funds and preserve program integrity. Undercover compliance buys are intended to identify the extent to which retailers are in compliance with established policies and procedures. Compliance investigations are used to examine the acceptance and processing of WIC benefits as specified in the WIC Vendor Agreement.

4. **Commodity Codes.** The services that the Department wishes to procure through this RFP are as follows:

0800: Investigations

■ B. ABBREVIATIONS / ACRONYMS / DEFINITIONS

BFO	Best and Final Offer
C.G.S.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunity (CT)
CT	Connecticut
DAS	Department of Administrative Services (CT)
DPH	Department of Public Health (CT)
FOIA	Freedom of Information Act (CT)
IRS	Internal Revenue Service (US)
IOU	I owe you
LOI	Letter of Intent
OAG	Office of the Attorney General
OPM	Office of Policy and Management (CT)
OSC	Office of the State Comptroller (CT)
POS	Purchase of Service
P.A.	Public Act (CT)
RFP	Request For Proposal
SEEC	State Elections Enforcement Commission (CT)
U.S.	United States
WIC	Special Supplemental Nutrition Program for Women, Infants and Children

- *contractor:* a private provider organization, CT State agency, or municipality that enters into a POS contract with the Department as a result of this RFP
- *proposer or applicant:* a private provider organization, CT State agency, or municipality that has submitted a proposal to the Department in response to this RFP.
- *prospective proposer:* a private provider organization, CT State agency, or municipality that may submit a proposal to the Department in response to this RFP, but has not yet done so
- *subcontractor:* an individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific health or human service as part of a POS contract with the Department as a result of this RFP

■ C. INSTRUCTIONS

1. **Official Contact.** The Department has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of the Department. Proposers, prospective proposers, and other interested parties are advised that any communication with any other Department employee(s) (including appointed officials) or personnel under contract to the Department about this RFP is strictly prohibited. Proposers or prospective proposers who violate this instruction may risk disqualification from further consideration.

Name: Kimberly Boulette, Health Program Supervisor
 Address: Connecticut Department of Public Health
 WIC Program
 410 Capitol Avenue, MS#11WIC
 Hartford, CT 06106

Phone: 860-509-7845
 Fax: 860-509-8391
 E-Mail: kimberly.boulette@ct.gov

Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact.

2. **RFP Information.** The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:

- Department's RFP Web Page
<http://www.ct.gov/dph/rfp>
- State Contracting Portal
http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp

It is strongly recommended that any proposer or prospective proposer interested in this procurement subscribe to receive e-mail alerts from the State Contracting Portal. Subscribers will receive a daily e-mail announcing procurements and addendums that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

Printed copies of all documents are also available from the Official Contact upon request.

3. **Contract Awards.** The award of any contract pursuant to this RFP is dependent upon the availability of funding to the Department. The Department anticipates the following:

- Total Funding Available: \$150,000
- Number of Awards: 1
- Contract Cost: To be determined
- Contract Term: March 1, 2016 through September 30, 2018

4. **Eligibility.** Private provider organizations (defined as nonstate entities that are either nonprofit or proprietary corporations or partnerships), CT State agencies, and municipalities are eligible to submit proposals in response to this RFP. Individuals who are not a duly formed business entity are ineligible to participate in this procurement.

5. **Minimum Qualifications of Proposers.** To qualify for a contract award, a proposer must have the following minimum qualifications:

Applications will be accepted from public and private organizations, community-based agencies and individuals who are a duly formed business entity. All proposals will be screened for completeness and compliance with the requirements specified in the RFP. Proposers must have demonstrated experience in supplying the type of services requested under the RFP, and shall meet all criteria and requirements identified in the RFP. Applicants who fail to follow instructions or to include all required elements will be deemed incomplete and removed from further review. In addition, applicants with long-standing, significant outstanding unresolved issues on current and prior year contracts with the Department may be removed from consideration for additional funding.

6. **Procurement Schedule.** See below. Dates after the due date for proposals ("Proposals Due") are target dates only (*). The Department may amend the schedule, as needed. Any change will be made by means of an amendment to this RFP and will be posted on the State Contracting Portal and, if available, the Department's RFP Web Page.

- RFP Planning Start Date: March 12, 2015
- RFP Released: December 1, 2015
- Letter of Intent Due: Not applicable
- Deadline for Questions: December 11, 2015
- Answers Released (Round 1): December 18, 2015
- RFP Conference: Not applicable
- Answers Released (Round 2): Not applicable
- Proposals Due: January 5, 2016
- (*) Proposer Selection: January 19, 2016
- (*) Start of Contract Negotiations: January 20, 2016
- (*) Start of Contract: March 1, 2016

7. **Letter of Intent.** A Letter of Intent (LOI) is not required by this RFP.

8. **Inquiry Procedures.** All questions regarding this RFP or the Department's procurement process must be directed, in writing, to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline(s) will be answered. However, the Department will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFP or the procurement process will not be answered. At its discretion, the Department may or may not respond to questions received after the deadline. If this RFP requires a Letter of Intent, the Department reserves the right to answer questions only from those who have submitted such a letter. The Department may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such. The agency will release the answers to questions on the date(s) established in the Procurement Schedule. The Department will publish any and all amendments to this RFP on the State Contracting Portal and, if available, on the Department's RFP Web Page.

9. **RFP Conference.** An RFP conference will not be held to answer questions from prospective proposers.

10. **Proposal Due Date and Time.** The Official Contact is the **only authorized recipient** of proposals submitted in response to this RFP. Proposals must be received by the Official Contact on or before the due date and time:

- Due Date: January 5, 2016
- Time: 4:00 pm

Faxed or e-mailed proposals will not be evaluated. When hand-delivering proposals by courier or in person, allow extra time due to building security procedures. The Department will not accept a postmark date as the basis for meeting the submission due date and time. Proposals received after the due date and time may be accepted by DPH as a clerical function, but late proposals will not be evaluated. At the discretion of the Department, late proposals may be destroyed or retained for pick up by the submitters.

An acceptable submission must include the following:

- one (1) original proposal;
- four (4) conforming copies of the original proposal; and
- one (1) conforming electronic copy of the original proposal.

The original proposal must carry original signatures and be clearly marked on the cover as "Original." Unsigned proposals will not be evaluated. The original proposal and each conforming copy of the proposal must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee. The electronic copy of the proposal must be compatible with Microsoft Word 2007. For the electronic copy, required forms and appendices may be scanned and submitted in Portable Document Format (PDF) or similar file format.

11. Multiple Proposals. The submission of multiple proposals is not an option with this procurement.

12. Declaration of Confidential Information. Proposers are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL. In Section C of the proposal submission, the proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

13. Conflict of Interest - Disclosure Statement. Proposers must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Department will determine whether any disclosed conflict of interest poses a substantial advantage to the proposer over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement. *Example: "[name of proposer] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."*

D. PROPOSAL FORMAT

1. **Required Outline.** All proposals must follow the required outline presented in Section IV – Proposal Outline. Proposals that fail to follow the required outline will be deemed non-responsive and not evaluated.
2. **Cover Sheet.** The Cover Sheet is Page 1 of the proposal. Proposers must complete and use the Cover Sheet/Applicant Information form provided (See Section V, Attachments), which includes the *Legal Name* is defined as the name of private provider organization, CT State agency, or municipality submitting the proposal. *Contact Person* is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal. *Authorized Official* is defined as the individual empowered to submit a binding offer on behalf of the proposer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.
3. **Table of Contents.** All proposals must include a Table of Contents that conforms to the required proposal outline. (See Section IV.)
4. **Main Proposal.** Proposals must include a high-level summary, not exceeding 8 pages, of the main proposal and cost proposal.
5. **Attachments.** Attachments other than the required Appendices or Forms identified in Section IV are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions will result in disqualification.
6. **Style Requirements.** Submitted proposals must conform to the following specifications:
 - Binding Type: None specified
 - Dividers: None specified
 - Paper Size: 8 ½ X 11
 - Page Limit: None specified
 - Print Style: 2-sided
 - Font Size: 12 Font
 - Font Type: Times New Roman
 - Margins: None specified
 - Line Spacing: None specified
7. **Pagination.** The proposer's name must be displayed in the header of each page. All pages, including the required Appendices and Forms, must be numbered in the footer.
8. **Packaging and Labeling Requirements.** All proposals must be submitted in sealed envelopes or packages and be addressed to the Official Contact. The Legal Name and Address of the proposer must appear in the upper left corner of the envelope or package. The RFP Name or Number must be clearly displayed on the envelope or package. Any received proposal that does not conform to these packaging or labeling instructions will be opened as general mail. Such a proposal may be accepted by DPH as a clerical function, but it will not be evaluated. At the discretion of the Department, such a proposal may be destroyed or retained for pick up by the submitters.

■ E. EVALUATION OF PROPOSALS

1. **Evaluation Process.** It is the intent of the Department to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful proposers, and awarding contracts, the Department will conform with its written procedures for POS procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85).
2. **Screening Committee.** The Department will designate a Screening Committee to evaluate proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Screening Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Screening Committee may result in disqualification of the proposer.
3. **Minimum Submission Requirements.** All proposals must comply with the requirements specified in this RFP. To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) follow the required Proposal Outline; and (4) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Department will reject any proposal that deviates significantly from the requirements of this RFP.
4. **Evaluation Criteria (and Weights).** Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Screening Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The criteria are weighted according to their relative importance. The weights are disclosed below.
 - Organizational Structure (20%)
 - The extent to which the applicant demonstrates successful experience providing similar services.
 - The Department's prior experience with the applicant organization including issues of contract compliance. The applicant's history of successful contract fulfillment with State of Connecticut Agencies including the orderly transfer of services following contract termination or conclusion.
 - Scope of Services (35%)
 - The extent to which the scope of services to be provided are described clearly and cover all requirements outlined in the RFP.
 - The extent to which adequate time is allocated to manage the scope of services.
 - Staffing Plan and appendices see note (25%)
 - The extent to which the profile of staff, including subcontractors, who will be assigned compliance buy responsibilities, represents the diversity of the clientele of the WIC Program.
 - The profile of staff who will be working on this project is clear and adequate to manage the scope services.
 - Cost Proposal (20%)
 - Competitiveness of cost per compliance buy.
 - Competitiveness of cost per hour of attending court or administrative reviews.

Note: As part of its evaluation of the Staffing Plan, the Screening Committee will consider the proposer's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies § 46A-68j-30(10).

5. **Proposer Selection.** Upon completing its evaluation of proposals, the Screening Committee will submit the rankings of all proposals to the Department head. The final selection of a successful proposer is at the discretion of the Department head. Any proposer selected will be so notified and awarded an opportunity to negotiate a contract with the Department. Such negotiations may, but will not automatically, result in a contract. Pursuant to Governor M. Jodi Rell's Executive Order No. 3, any resulting contract will be

posted on the State Contracting Portal. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the Department's discretion, about the outcome of the evaluation and proposer selection process.

- 6. Debriefing.** Within ten (10) days of receiving notification from the Department, unsuccessful proposers may contact the Official Contact and request information about the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the ten (10) days. If unsuccessful proposers still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Department to discuss the evaluation process and their proposals. If held, the debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. The Department will schedule and hold the debriefing meeting within fifteen (15) days of the request. The Department will not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.
- 7. Appeal Process.** Proposers may appeal any aspect the Department's competitive procurement, including the evaluation and proposer selection process. Any such appeal must be submitted to the Department head. A proposer may file an appeal at any time after the proposal due date, but not later than thirty (30) days after an agency notifies unsuccessful proposers about the outcome of the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days. The filing of an appeal shall not be deemed sufficient reason for the Department to delay, suspend, cancel, or terminate the procurement process or execution of a contract. More detailed information about filing an appeal may be obtained from the Official Contact.
- 8. Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Department's contracting procedures, which may include approval by the Office of the Attorney General.

II. MANDATORY PROVISIONS

■ A. POS STANDARD CONTRACT, PARTS I AND II

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with the provisions of Parts I and II of the State's "standard contract" for POS:

Part I of the standard contract is maintained by the Department and will include the scope of services, contract performance, quality assurance, reports, terms of payment, budget, and other program-specific provisions of any resulting POS contract. A sample of Part I is available from the Department's Official Contact upon request.

Part II of the standard contract is maintained by OPM and includes the mandatory terms and conditions of the POS contract. Part II is available on OPM's website at: http://www.ct.gov/opm/fin/standard_contract

Note:

Included in Part II of the standard contract is the State Elections Enforcement Commission's notice (pursuant to C.G.S. § 9-612(g)(2)) advising executive branch State contractors and prospective State contractors of the ban on campaign contributions and solicitations. If a proposer is awarded an opportunity to negotiate a contract with the Department and the resulting contract has an anticipated value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts has an anticipated value of \$100,000 or more, the proposer must inform the proposer's principals of the contents of the SEEC notice.

Part I of the standard contract may be amended by means of a written instrument signed by the Department, the selected proposer (contractor), and, if required, the Attorney General's Office. Part II of the standard contract may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General's Office.

■ B. ASSURANCES

By submitting a proposal in response to this RFP, a proposer implicitly gives the following assurances:

1. **Collusion.** The proposer represents and warrants that the proposer did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the proposer's proposal. The proposer also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.
2. **State Officials and Employees.** The proposer certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Department may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the proposer, contractor, or its agents or employees.
3. **Competitors.** The proposer assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

4. **Validity of Proposal.** The proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Department may include the proposal, by reference or otherwise, into any contract with the successful proposer.
5. **Press Releases.** The proposer agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFP or any resultant contract.

■ C. TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, a proposer implicitly agrees to comply with the following terms and conditions:

1. **Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
2. **Preparation Expenses.** Neither the State nor the Department shall assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
3. **Exclusion of Taxes.** The Department is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.
4. **Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
5. **Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Department may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by the Department, and at the proposer's expense.
6. **Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Department. The Department may ask a proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Department. At its sole discretion, the Department may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.

7. **Presentation of Supporting Evidence.** If requested by the Department, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Department may make onsite visits to an operational facility or facilities of a proposer to evaluate further the proposer's capability to perform the duties required by this RFP. At its discretion, the Department may also check or contact any reference provided by the proposer.
8. **RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Department or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the Department and, if required, by the Attorney General's Office.

■ D. RIGHTS RESERVED TO THE STATE

By submitting a proposal in response to this RFP, a proposer implicitly accepts that the following rights are reserved to the State:

1. **Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Department.
2. **Amending or Canceling RFP.** The Department reserves the right to amend or cancel this RFP on any date and at any time, if the Department deems it to be necessary, appropriate, or otherwise in the best interests of the State.
3. **No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, the Department may reopen the procurement process, if it is determined to be in the best interests of the State.
4. **Award and Rejection of Proposals.** The Department reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The Department may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Department reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.
5. **Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
6. **Contract Negotiation.** The Department reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Department further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, the Department may seek Best and Final Offers (BFO) on cost from proposers. The Department may set parameters on any BFOs received.
7. **Clerical Errors in Award.** The Department reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract

with the initial proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the proposer.

8. **Key Personnel.** When the Department is the sole funder of a purchased service, the Department reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Department also reserves the right to approve replacements for key personnel who have terminated employment. The Department further reserves the right to require the removal and replacement of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by the Department.

■ E. STATUTORY AND REGULATORY COMPLIANCE

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:

1. **Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.
2. **Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.
3. **Consulting Agreements, C.G.S. § 4a-81.** Proposals for State contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. § 4a-81. The Consulting Agreement Affidavit (OPM Ethics Form 5) is available on OPM's website at http://www.ct.gov/opm/fin/ethics_forms
IMPORTANT NOTE: A proposer must complete and submit OPM Ethics Form 5 to the Department with the proposal.
4. **Gift and Campaign Contributions, C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8 and No. 7C, Para. 10; C.G.S. § 9-612(g)(2).** If a proposer is awarded an opportunity to negotiate a contract with an anticipated value of \$50,000 or more in a calendar or fiscal year, the proposer must fully disclose any gifts or lawful contributions made to campaigns of

candidates for statewide public office or the General Assembly. Municipalities and CT State agencies are exempt from this requirement. The gift and campaign contributions certification (OPM Ethics Form 1) is available on OPM's website at http://www.ct.gov/opm/fin/ethics_forms

IMPORTANT NOTE: The successful proposer must complete and submit OPM Ethics Form 1 to the Department prior to contract execution.

- 5. Nondiscrimination Certification , C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1).** If a proposer is awarded an opportunity to negotiate a contract, the proposer must provide the Department with *written representation* or *documentation* that certifies the proposer complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The nondiscrimination certification forms are available on OPM's website at http://www.ct.gov/opm/fin/nondiscrim_forms
- IMPORTANT NOTE: The successful proposer must complete and submit the appropriate nondiscrimination certification form to the awarding Department prior to contract execution.

III. PROGRAM INFORMATION

■ A. DEPARTMENT OVERVIEW

The Connecticut Department of Public Health (DPH) is the state's leader in public health policy and advocacy. The agency is the center of a comprehensive network of public health services, and is a partner to local health departments for which it provides advocacy, training and certification, technical assistance and consultation, and specialty services, such as risk assessment, that are not available at the local level. DPH is a source of accurate, up-to-date health information used to monitor the health status of Connecticut's residents, set public health priorities, and evaluate the effectiveness of health initiatives. DPH also is a regulator focused on health outcomes, maintaining a balance between assuring quality and administrative burden on the people, facilities, and programs it regulates. The agency is a leader on the national scene through direct input to federal agencies and the United States Congress.

Mission Statement for the Connecticut Department of Public Health

To protect and improve the health and safety of the people of Connecticut by:

- Assuring the conditions in which people can be healthy; and
- Preventing disease, injury, and disability; and
- Promoting the equal enjoyment of the highest attainable standard of health, which is a human right and a priority of the state.

This RFP is being issued by the WIC Program of the Community Family and Health Equity Section of the Public Health Initiatives Branch.

■ B. PROGRAM OVERVIEW

The Special Supplemental Nutrition Program for Women, Infants and Children (WIC) was established in 1972 and is sponsored by the U. S. Department of Agriculture. The WIC Program is regulated by Federal Regulations 7CFR§246.12 and State Regulations 19a-59c. The Program provides specific nutritious foods to eligible pregnant, postpartum and breastfeeding women and infants and children up to the age of five years old. Approximately two thirds of WIC clientele is Hispanic or African-American and one third is Caucasian or other. Participant eligibility is determined by income level and nutritional risk factors. Services are provided to all of Connecticut's 169 towns and program participants are given special WIC checks/cards to purchase specific food items at local food stores and pharmacies. Participants may redeem their WIC benefits at any of the approximately 690 authorized WIC vendors throughout the state. Roughly one half of these authorized vendors are located in the four largest cities in Connecticut.

The WIC Program is seeking a company that employs both male and female buyers who represent the diversity of WIC clientele. The buyer will pose as a WIC participant under an assumed name to conduct undercover compliance buys at food stores that are located in inner-city neighborhoods, suburban and rural locations. The State WIC Office will select stores to be investigated and will provide the contractor with WIC identification documents, a master compliance buy report form, and WIC checks or eWIC card to be used during the investigation. The state will forward a Request For Compliance Buy Form to be used as an assignment sheet, informing the buyer of the name and address of the vendor and the type of buy to be conducted.

Payment will be made to the successful applicant on a per compliance buy basis and an hourly rate for testimony at administrative reviews, if required. The WIC program expects to investigate approximately thirty five (35) vendors, which may necessitate up to one hundred forty (140) compliance buys per year. Requests are typically made on a monthly basis. Past experience indicates that approximately 30 hours per year would be needed for buyers to attend and testify at administrative reviews held for vendors against whom actions have been taken.

■ C. MAIN PROPOSAL COMPONENTS

1. Applicant Organizational Requirements and Profile:

All requirements of this RFP must be met, including completion of the Cover Sheet and Applicant Information Form (See Sect V.A.). Content requirements not addressed by the DPH Application Forms must be submitted in narrative form with numbered pages.

The proposal must contain the official name, address and phone number of the applicant, the principal contact person for the application, and the name and signature of the person (or persons) authorized to execute the contract.

In order for the Branch to communicate effectively with the contractor, it is necessary to have accurate information about contractor staff that is responsible for certain functions. Accurate information is needed by the Branch concerning the applicant's legal status. Please provide the name, title, address, telephone, FAX number and email address of staff persons responsible for:

1. Completion and submittal of contracts and legal documents/forms
2. Training and Supervising of Investigative Staff
3. Reviewing Compliance Buy Reports
4. Preparation of Invoices

Please indicate whether or not the agency is incorporated, the type of agency applying for funding, the fiscal year for the applicant agency, the agency's federal employer ID number and/or town code number, and if the applicant agency is registered as a Connecticut Minority Business Enterprise and/or Women Business Enterprise.

2. Service Requirements – Scope of Services

The purpose of this subsection is first: to provide more specific information about the services the Department seeks to procure, and second: to provide guidance for the applicant to follow in describing the services and activities they propose to provide and how the services will be provided (including the use of subcontractors if permissible.).

The contractor must provide the following services and the contractor's approach must be addressed in the proposal:

1. The Connecticut WIC Program will provide orientation and training to the contractor, including investigative procedures and types of compliance investigations. Training will also include the use of WIC checks or eWIC card, the types of program abuse, and the preparation of compliance buy reports. The contractor must provide proper supervision and on-going training to all staff involved in WIC investigations.
2. The contracting firm must provide all necessary supplies to the buyer (pens, report forms, camera, photos, etc.).
3. The buyer shall perform an investigation by conducting one initial compliance buy, then possibly two follow up buys between four (4) and seven (7)) days apart as specified by the State WIC Office. The contractor will have a maximum of fifteen (15) days from the day the assignment is received to perform the compliance buys. All compliance buys shall be performed during store reporting hours and can be performed in the evening or on weekends. The average time to perform a compliance buy in the store is approximately four (4) to five (5) minutes.
4. A "Compliance Buy Report" for each buy or attempted buy shall be prepared by the buyer in an accurate and concise manner, suitable for submission as evidence in a court of law. This report must be written within five (5) minutes of leaving the store while the information is easily recalled.
5. Several buys may be performed in a short amount of time in the same geographic area, therefore, the items purchased at each store must be protected against being co-mingled. All items and the related compliance buy report for each store must be placed in a separate bag that can be securely tied.

6. A photograph of the actual items purchased must be attached to each compliance buy report along with cash, credit slips, rainchecks, receipts, and IOUs received when sent to the State WIC Office. Addendums with any additional comments may also be included. Once a photograph has been taken identifying the store name and date of the buy, the attached items and evidence received should be handled as follows:
 - a) Food items and non-food items, including but not limited to, toiletries, cleaning products and paper goods shall be donated to a non-profit organization. The contractor shall obtain and submit to the WIC Program with the completed compliance buy reports, an itemized receipt of the disposition form signed by a representative of the receiving organization.
 - b) Other items received such as cigarettes, cash and alcohol shall be delivered to the State WIC Office.
7. The buyer shall submit the Compliance Buy Report with a "Report Review Checklist" to the person responsible for reviewing reports.
8. The contractor will be responsible for determining if the buyer's report is acceptable by reviewing it for accuracy, completeness and consistency using the same checklist used by the buyer. Compliance Buy Reports must then be sent to the State WIC Office within 7 days of completing the assignment.
9. Buyers must appear and testify when requested by the WIC Program or subpoenaed to an administrative review or court appeal resulting from their compliance buys.

3. Staffing Requirements – Staffing Plan:

The proposal must describe the extent to which staff assigned to this contract, including subcontractors, have the appropriate training and experience to perform assigned duties. Job descriptions, hours per week, and hourly rates must be provided for all staff assigned to this project on the form included in Attachment A. Resumes must be provided for all professional staff assigned to this project. The Connecticut WIC Program is seeking a company who employs buyers from a variety of ethnic backgrounds.

1. A buyer may be:
 - a) an employee of the contracted firm
 - b) acquired through subcontract or personal service agreement. (If the firm will be using subcontracted individuals in order to complete the compliance buys or otherwise fulfill the proposal requirements, the proposal must describe how such individuals will be identified, contracted, and utilized.)
 - c) a current or recent WIC Program participant or the parent, guardian, or caretaker of a current or recent WIC Program participant
2. A buyer may not:
 - a) be under age 18
 - b) have a criminal record
 - c) have a record of abuse or of suspension from any federal, state, or local government program
 - d) be known to an owner or an employee of the WIC vendor being investigated
3. A buyer must receive training in WIC Program procedures prior to conducting a compliance investigation.
4. In order to conduct investigations without probability of detection, a buyer must:
 - a) represent the diversity of the WIC population
 - b) at least one buyer needs to speak Spanish
 - c) ensure that the identity of the buyer is not disclosed while performing a compliance buy or while providing testimony

4. Workplan

A comprehensive and realistic work plan with measurable objectives describing tasks to be performed, deliverables and timelines, including a project start date, must be provided on the Application Forms included in Attachment A. The work plan must be consistent with the RFP and the project's goals and objectives.

■ D. COST PROPOSAL COMPONENT**1. Financial Requirements**

CO-17 invoices will be required for each submission of acceptable compliance buy reports (including attachments), and evidence to the State WIC Office within 7 days of completing the assignment. A separate invoice will be submitted following a buyer's attendance at a WIC administrative review/court appearance when his or her testimony has been requested via a subpoena or a request from the WIC Program.

2. Budget Requirements – Budget and Budget Narrative

The proposal must contain the price for a completed compliance buy and for attending administrative reviews. The contractor will be paid a fee equal to one-half of the contracted price if a vendor is closed at the time of an attempted compliance buy. See Section V.A-Budget Summary 1. All costs (salaries, travel, office supplies, postage, training, etc.) must be included in the contract price and be all-inclusive. **Competitiveness of the budget will be considered as part of the proposal review process.**

The State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal and/or state government. Such taxes must not be included in contract prices.

The maximum amount of the bid may not be increased after the proposal is submitted. All cost estimates will be considered as "not to exceed" quotations against which time and expenses will be charged.

The proposed budget is subject to change during the contract award negotiations.

IV. PROPOSAL OUTLINE

This section presents the **required** outline that must be followed when submitting a proposal in response to this RFP. Proposals must include a Table of Contents that exactly conforms to the required proposal outline (below). Proposals must include all the components listed below, in the order specified, using the prescribed lettering and numbering scheme. Incomplete proposals will not be evaluated. While the proposal outline is standard, the information requested from proposers will vary by RFP, depending of the Department's procurement requirements.

	Page
A. Cover Sheet	1
1. Applicant Information Form (continued)	
B. Table of Contents	2
C. Declaration of Confidential Information (Per instructions: Section I. C.12.)	etc.
D. Conflict of Interest - Disclosure Statement (Per instructions: Section I. C.13.)	
E. Executive Summary (Per instructions: Section I. D. 4.)	
F. Main Proposal	
1. Organizational Profile	
2. Scope of Services	
3. Staffing Plan	
a. Narrative	
b. Staffing Form	
6. Work Plan	
a. Narrative	
b. Work Plan Form	
G. Cost Proposal	
1. Financial Profile	
2. Budget and Budget Narrative	
a. Narrative	
b. Budget Summary 1 Form	
c. Budget Justification Schedule B	
H. Forms	
a. Workforce Analysis	
b. Acknowledgment of Contract Compliance.	
c. Notification to Bidders (CHRO)	
d. Consulting Agreement Affidavit (OPM Ethics Form 5)	

V. ATTACHMENTS

■ **A. APPLICATION FORMS:** *The following forms must be completed and included in the proposal submission as applicable and directed.*

1. Cover Sheet	22
2. Applicant Information Form (continuation)	23
3. Budget Form Instructions	25
4. Budget Summary 1 Form	26
5. Budget Justification Schedule B Form	27
6. Instructions – Subcontractor Schedule A Detail	28
7. Subcontractor Schedule A Detail Form	29
8. Work Plan Form	30
9. Staffing Form	31
10. OPM Consulting Agreement Affidavit	32
11. Workforce Analysis	33
12. Notification to Bidders.	34
13. Contract Compliance Policy Statement	35

■ **B. INFORMATIONAL ATTACHMENTS:** *The following attachments are for your information only. These attachments will be used for applicants awarded funding and will be requested during the contract development process.*

1. Nondiscrimination Certifications	36
2. Code of Ethics	37
3. False Claims Act Notification	38
4. False Claims Act Policy	44
5. False Claims Act Procedure	48
6. SEEC Form 11	51

Appendices	52
A. WIC Check/eWIC card	52
B. WIC Identification Folder	53
C. WIC Approved Food List	54
D. WIC Vendor Agreement	57
E. Request for Compliance Buy	73
F. Compliance Buy Reports	74
G. Disposition Form	79
H. Report Review Checklist	80

VI. APPLICATION FORMS

COVER SHEET

REQUEST FOR PROPOSAL
RFP DPH Log# 2016-0901
WIC Investigations
CONNECTICUT DEPARTMENT OF PUBLIC HEALTH
WIC Program

Applicant Information

Applicant Agency: _____
Legal Name
Address
City/Town State Zip Code
Telephone No. FAX No. Email Address

Contact Person: _____ Title: _____

Telephone No: _____

TOTAL PROGRAM COST: \$ _____

I certify that to the best of my knowledge and belief, the information contained in this application is true and correct. The application has been duly authorized by the governing body of the applicant, the applicant has the legal authority to apply for this funding, the applicant will comply with applicable state and federal laws and regulations, and that I am a duly authorized signatory for the applicant.

Signature of Authorizing Official: _____ Date _____

Typed Name and Title _____

The applicant agency is the agency or organization, which is legally and financially responsible and accountable for the use and disposition of any awarded funds. Please provide the following information:

- Full legal name of the organization or corporation as it appears on the corporate seal and as registered with the Secretary of State
• Mailing address
• Main telephone number
• Fax number, and email address, if any
• Principal contact person for the application (person responsible for developing application)
• Total program cost

The funding application and all required submittals must include the signature of an officer of the applicant agency who has the legal authority to bind the organization. The signature, typed name and position of the authorized official of the applicant agency must be included as well as the date on which the application is signed.

Applicant Information Form (continuation)

PLEASE LIST THE AGENCY CONTACT PERSONS RESPONSIBLE FOR COMPLETION AND SUBMITTAL OF:

Contract and Legal Documents/Forms:

Name	Title	Tel. No.
Street	Town	Zip Code
Email	Fax No.	

Program Progress Reports:

Name	Title	Tel. No.
Street	Town	Zip Code
Email	Fax No.	

Financial Expenditure Reporting Forms:

Name	Title	Tel. No.
Street	Town	Zip Code
Email	Fax No.	

Incorporated: YES NO

Agency Fiscal Year:

Type of Agency: Public Private Other, Explain: _____ Profit Non-Profit

Federal Employer I.D. Number:

Town Code No:

Medicaid Provider Status: YES NO

Medicaid Number:

Minority Business Enterprise (MBE): YES NOWomen Business Enterprise (WBE): YES NO

Main Proposal Guidance

Service Requirements

Organizational Structure (20 points)

Describe your experience providing services similar to those procured in this RFP. Provide at least two examples of recent (within the past 5 calendar years) contracts in which you demonstrated success and compliance with your corresponding contractual responsibilities. Briefly state the hours of operation of your organization and indicate the suitability of these hours to the Scope of Services required in this proposal. Provide at least two references (Name of organization; Name of Contact Person; Telephone Numbers) that may be contacted to support your description of your experience in providing these services.

Describe your history of successful contract fulfillment with State of Connecticut Agencies including the orderly transfer of services following contract termination or conclusion. Include the name of the state agency, the name of the program and a brief description of the program, and the dates in which your services were provided. Describe any contract compliance issues including strategies you implemented to improve your services and the outcome of those measures.

Scope of Services (35 points)

Describe your plan to provide proper supervision and on-going training to all staff involved in WIC investigations. Include frequency and duration of training sessions, format to be used (in person or group training; workshops; webinars; etc.) and a preliminary list of topics to be covered during training, including but not limited to: investigative procedures and types of compliance investigations; use of WIC checks or E WIC card; the types of program abuse; and the preparation of compliance buy reports.

Describe the equipment (pads and pens, report forms, camera, photos, etc.) you plan to provide to your compliance buy staff, including cost and the rationale for its use.

Describe your plan to perform investigations. Describe your plan to conduct the initial compliance buy within the maximum time allotted from the day the assignment is received to perform the compliance buy. Include a description of follow up buys detailing the day intervals between the buys as specified by the State WIC Office, and the estimated duration of each compliance buy.

Describe the strategy to complete a "Compliance Buy Report" for each buy or attempted buy, including the estimated time of completion, the venue (paper report, electronic report, etc.) and format (form, narrative, etc.), suitable for submission as evidence in a court of law.

Describe your strategy to ensure accurate matching of items purchased and the stores in which they were purchased, so items purchased from different stores are not co-mingled.

Describe the type of evidence you plan to submit to the State WIC Office along with each compliance buy report. Describe how you plan to handle the items that were purchased during the compliance buy. Describe the type of items purchased during the compliance buy that will be delivered to the State WIC Office.

Describe your plan to route the Compliance Buy Report (including a "Report Review Checklist") from the compliance buyer to the State WIC Office. Include the role of the person responsible for reviewing reports and the estimated time to submit the Compliance Buy Report to the State WIC Office.

State your intent to appear and testify when requested by the WIC Program or subpoenaed to an administrative review or court appeal resulting from buyers compliance buys.

Staffing Plan (25 points)

Describe how the staff that will be assigned to this contract, including subcontractors, have the appropriate training and experience to perform assigned duties. Include job descriptions, hours per week, and hourly rates (use Attachment A). Resumes must be provided for all professional staff assigned to this project. Describe how the staff who will be working on this project is adequate to manage the scope of services.

Describe your strategy to employ buyers from a variety of ethnic backgrounds (age, race and/or ethnicity, language, etc.). Include your plan to identify, contract and utilize the compliance buyers.

Cost Proposal (20 points)

Justify your cost per compliance buy. Justify your cost per hour of attending court or administrative reviews.

Instructions Budget Summary 1**I. Personnel** (lines #1 - #5) each person funded:

- a) Name of person & Title
- b) Hourly rate, # hours working per week, and # of weeks. (calculate)
- c) Fringe benefit rate. (calculate)

Example:

1. Name & Position: John Smith, Coordinator	
Calculation: \$25.00 hr X 35hrs X 45wks	\$39,375
Fringe Benefit: 26%	\$10,238

II. Line #11 **Contractual (Subcontracts)** provide the total of all subcontracts and complete Subcontractor Schedule.**III.** Lines #6 - #13 complete categories as appropriate,**IV.** Line # 14: Other Expenses are any other types of expense that do not fit into the categories listed.

For example: Equipment (purchasing a computer at a cost of \$1,500). Please note that the state's definition of equipment is tangible personal property with a normal useful life of at least one year and a value of at least \$2,500 or more.

V. * Audit Costs,** the cost of audits made in accordance with OMB Circular A133 (Federal Single Audit) are allowable charges to Federal awards. The cost of State Single Audits (CGS 4-23 to 4-236) are allowable charges to State awards. Audit costs are allowable to the extent that they represent a pro-rata share of the cost of such audit. Audit costs charged to Department of Public Health contracts **must be budgeted, reported and justified as an audit cost line item within the Administrative and General Cost category.**

VI. Line Item #15 **Administrative and General Costs**, these are defined as those costs that have been incurred for the overall executive and administrative offices of the organization or other expenses of a general nature that do not relate solely to any major cost objective of the overall organization. Examples of A&G costs include salaries of executive directors, administrative & financial personnel, accounting, auditing, management information systems, proportional office costs such as building occupancy, telephone, equipment, and office supplies. Please review the OPM website on Cost Standards for more information at: <http://www.ct.gov/opm/cwp/view.asp?a=2981&q=382994>.

VII. Administrative and General Costs must be itemized on the Budget Justification Schedule. Costs that have a separate line item in the Budget Summary may not be duplicated as an Administrative and General Cost. For example, if the Budget Summary includes an amount for telephone costs, this cannot also be included as an Administrative and General Cost.

VIII. Other Income list any other program income such as in-kind contributions, fees collected, or other funding sources and include brief explanation on Budget Justification.

IX. 2 Year Contracts: 2 sets of budget forms have been provided. Please do a full budget for each year of the contract, clearly indicating the year on each form. Assume level funding for the second year.

Note: If space allowed is not sufficient for large or complex subcontract budgets, the Budget Summary format may be copied and used instead.

B. Budget Justification Schedule B

I. Please provide a brief explanation for each line item listed on the Budget Summary. This must include a detailed breakdown of the components that make up the line item and any calculation used to compute the amount.

***** Please note: If Laboratory Services is a line item or subcontractor, please supply a justification as to why a private laboratory is being used as opposed to the Connecticut State Laboratory.**

II. For contractors who have subcontracts, a brief description of the purpose of each subcontract must be provided. Use additional sheets as necessary.

Example:

Line Item (Description)	Amount	Justification - Breakdown of Costs
Travel	\$730	1,659 miles @ .44 = \$730.00 outreach workers going to meetings and site visits.

Budget Summary 1

	<u>FEDERAL FISCAL YEAR</u>			
	2016	2017	2018	3 Year Total
Price per compliance buy				
Price per attempted buy (store closed)				
Price per hour for court/ administrative review appearance (portal to portal)				

*** Complete Subcontractor Schedule A

C. Instructions: Subcontractor Schedule A--Detail

- I. All subcontractors used by each program must be included, if it is not known who the subcontractor will be, an estimated amount and whatever budget detail is anticipated should be provided. (Submit the actual detail when it is available). A separate subcontractor schedule must be completed for each program included in the contract. For example: The contract is providing both a Needle Exchange program and an AIDS Prevention Education Program and Subcontractor "A" is providing services to both program there must be a separate budget for Subcontractor "A" for each.

II. Detail of Each Subcontractor:

Choose a category below for each subcontract using the basis by which it is paid:

- A. Budget Basis B. Fee for Service C. Hourly Rate.

Provide the detail for each subcontract referencing the corresponding program of the contract. Detail must be provided for each subcontractor listed in the Summary.

Example A. Budget Basis

Buyers \$20/hr x 20hrs/quarter x 4 quarters	\$1,600
Travel 590 miles @ .44 cents/mile	260
Supplies	500
Total	\$2,360

Example B. Fee for Service:

Perform compliance buys	
120 Buys @ \$50 each	\$6,000
Total	\$6,000

Example C. Hourly Rate:

120 compliance buys per year	
by buyer 300 hours @ \$25/hour	\$7,500
Total	\$7,500

*****Please note: If Laboratory Services is a line item or subcontractor, please supply a justification as to why a private laboratory is being used as opposed to the Connecticut State Laboratory.**

Work Plan (make as many blank pages as needed)

Scope of Services	Activities	Staff Position(s) Responsible	Timeframe for Completion

Staffing

Profile of staff providing services. Please provide the information requested below.

Professional Staff*	Name	Title	Hourly Rate	Assigned to Project: # hrs/wk
Position 1				
Position 2				
Position 3				
Position 4				
Clerical/ Support Staff:				
Position 1				
Position 2				

***Attach resumes and job descriptions for all Professional Staff in proposal appendix**



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

Consultant's Name and Title Name of Firm (if applicable)

Start Date End Date Cost

Description of Services Provided:

Is the consultant a former State employee or former public official? [] YES [] NO

If YES: Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Name of Bidder or Vendor Signature of Chief Official or Individual Date
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 20__.

Commissioner of the Superior Court or Notary Public

WORKFORCE ANALYSIS

Contractor Name:
Address:

Total Number of CT employees:
Full Time: Part Time:

Complete the following Workforce Analysis for employees on Connecticut worksites who are:

Job Categories	Overall Totals (sum of all cols. male & female)	White (not of Hispanic Origin)		Black (not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		American Indian or Alaskan Native		People with Disabilities	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials & Managers													
Professionals													
Technicians													
Office & Clerical													
Craft Workers (skilled)													
Operatives (semi-skilled)													
Laborers (unskilled)													
Service Workers													
Totals Above													
Totals 1 year Ago													
FORMAL ON-THE-JOB TRAINEES (Enter figures for the same categories as are shown above)													
Apprentices													
Trainees													
EMPLOYMENT FIGURES WERE OBTAINED FROM:						Visual Check:		Employment Records		Other:			

1. Have you successfully implemented an Affirmative Action Plan? YES NO
Date of implementation: _____ If the answer is "No", explain.

1. a) Do you promise to develop and implement a successful Affirmative Action?
 YES NO Not Applicable Explanation:

2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-18 of the Connecticut Department of Labor Regulations, inclusive: YES NO Not Applicable Explanation:

3. According to EEO-1 data, is the composition of your work force at or near parity when compared with the racial and sexual composition of the work force in the relevant labor market area? YES NO Explanation:

4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?
 YES NO Explanation:

Contractor's Authorized Signature

Date

NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71 (d) and 46a-81i (d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 46a-68j-43 of the Regulations of Connecticut State agencies, which establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 46a-71 (d) of the Connecticut General Statutes.

According to Section 46a-68j-30 (9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority Business Enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in the daily affairs of the enterprise; (2) Who have the power to direct the management and policies of the enterprise; and, (3) Who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans ... (2) Hispanic Americans ... (3) Women ... (4) Asian Pacific Americans and Pacific Islanders; or (5) American Indians." The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21 (11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements.

- a) the bidder's success in implementing an affirmative action plan;
- b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-18 of the Connecticut General Statutes, inclusive;
- c) the bidder's promise to develop and implement a successful affirmative action plan;
- d) the bidder's submission of EEO-1 data indicating the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and,
- e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30 (10) (E) of the Contract Compliance Regulations.

INSTRUCTION: Bidder must sign acknowledgment below line and return acknowledgment to Awarding Agency along with the bid proposal.

The undersigned acknowledges receiving and reading a copy of the "Notification to Bidders" form.

Signature

Date

On behalf of:

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

J. Robert Galvin, M.D., M.P.H.
 Commissioner



M. Jodi Rell
 Governor

AFFIRMATIVE ACTION
CONTRACT COMPLIANCE POLICY STATEMENT

The Department of Public Health is an affirmative action employer, in compliance with all state and federal laws which prohibit discrimination and mandate affirmative action to overcome the present effects of past discrimination. Accordingly, we require that the individuals and organizations with which we do business do not engage in discriminatory practices.

This Department and our contractors shall fully comply with the CONTRACT COMPLIANCE REGULATIONS OF CONNECTICUT STATE AGENCIES, Sections 46a-68j-21 through 46a-68j-43, which establish procedures for evaluating compliance with Connecticut General Statutes, Section 4a-60, the state's nondiscrimination contract provisions. We require our contractors to cooperate with the Connecticut Commission on Human Rights and Opportunities in all activities pertinent to these regulations.

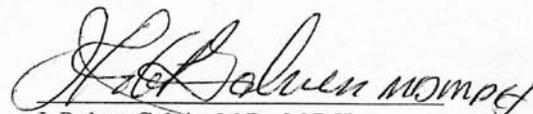
This Department will not knowingly do business with any contractor, subcontractor or supplier of materials who unlawfully discriminates against members of any class protected under state or federal law. Contractors whose overall employment statistics are not reflective of the general employment area may be required to submit evidence of good faith efforts to ensure that their personnel policies and practices do not have a discriminatory impact.

As part of our contract compliance program, bidders, contractors, subcontractors, and suppliers are encouraged to develop and follow a plan of affirmative action to achieve or exceed parity of employment with the applicable labor market. The existence and active administration of voluntary plans will be a factor in deciding contract approvals and the continuation of existing contracts, in accordance with Section 46a-68j-30.

This Department also solicits and encourages the participation of minority business enterprises as bidders, awardees, contractors, suppliers, and subcontractors.

All bidders and contractors shall be notified of this policy, must sign a Notification to Bidders Form, and complete a workforce analysis questionnaire necessary for the contract award process.

17 Sep 04
 Date


 J. Robert Galvin, M.D., M.P.H.
 Commissioner of Public Health



PHONE: (860) 509-7101 FAX: (860) 509-7111
 410 CAPITOL AVENUE - MS#13COM, P.O. BOX 340308, HARTFORD, CONNECTICUT 06134-0308
 Affirmative Action/Equal Employment Opportunity Employer



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Affidavit By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath.

I am _____ of _____, an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of _____
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signature

Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20____.

Commissioner of the Superior Court/
Notary Public

Commission Expiration Date

CODE OF ETHICS
BUSINESS COMPLIANCE NOTIFICATION

All state contracts issued must comply with CGS 1-84(i) which requires that the business entity receiving a non-competitive contract is not associated with a public official or state employee, nor is it associated with a member of the immediate family of a state employee or public official. The following definitions are offered to facilitate compliance with CGS 1-84(i).

1. An associated business is one in which the individual or immediate family member is a director, officer, owner, partner, or holder of 5% or more of the total outstanding stock of any class. (Officer refers only to the positions of president, executive or senior vice-president, or treasurer). Associated business also includes trusts, if a family member has an interest that exceeds 10% of the value of the trust, or \$50,000, whichever is less.
2. The term business includes both profit and non-profit undertakings.
3. Immediate family includes any spouse, children, or dependent relatives residing in the individual's household.

FALSE CLAIMS ACT
COMPLIANCE NOTIFICATION

This Contract requires compliance with The Deficit Reduction Act (“Act”) of 2005, which requires that the contractor or “qualified provider” receiving the contract comply with the Department’s False Claims Act Policy and Procedure as follows:

1. Review, print, and maintain on file the following Department’s False Claims Act Policy and False Claims Act Procedure.
2. Provide appropriate notice of the requirements of the Policy and Procedure by providing copies of the Department’s False Claims Policy and False Claims Procedure to all employees of your organization, including officers and officials as well as subcontractors providing services funded by this Contract, in accordance with the requirements of Section 4.3.3 of the Department’s False Claims Act Procedure.

Do not return the False Claims Policy or False Claims Procedure to the Department. Your signature on the executed Contract confirms your receipt and compliance with the Department’s False Claims Act compliance requirement.

APPROVAL SIGNATURES		DATE
Jewel Mullen, MD, MPH, MPA. (original signature on file)	Commissioner of Public Health	05/21/2010

REVISION HISTORY			
Revision	Description of Change	Author	Effective Date
Basic	Initial Release	Bruce Wallen	05/21/2010

REFERENCE DOCUMENTS	
Document	Title
The Deficit Reduction Act ("Act") of 2005	Section 6032
United States Code (U.S.C.)	Sections 3729-3733
Connecticut General Statutes (C.G.S.)	Section 53a-290 Vendor Fraud
Connecticut General Statutes (C.G.S.)	Section 4-61dd Whistleblower
Connecticut General Statutes (C.G.S.)	Section 31-51m Blacklisting
Connecticut General Statutes (C.G.S.)	Section 17b-127 General Assistance

1.0 Purpose

The Deficit Reduction Act (“Act”) of 2005 is the federal government's legislative effort to control spending for entitlement programs, such as Medicaid. The Act seeks to control spending by reducing federal overpayments for prescription drugs and medical services, thereby improving the integrity of federally funded entitlement programs.

2.0 Scope

Section 6032 of the Act states that any entity, such as the Department of Public Health (Department), which receives or makes payments under a state plan approved under Title XIX or under a waiver of such plan, totaling at least \$5,000,000 annually, is required to establish written policies providing detailed information about the False Claims Act (“FCA”) and any state false claims laws to all Department employees, contractors and agents. The Department is also required to establish and inform all employees, contractors, qualified providers and agents about the Department's policies and procedures for the detection and prevention of fraud, waste and abuse, the protection afforded to any person who reports an incident of a false claim to a regulatory body (e.g., Whistleblower Protection) and any civil or criminal penalties for false claims.

3.0 Definitions and Acronyms

Specialized acronyms and definitions identified in this contract procedure are defined below.

3.1 Acronyms

<u>“CGMS”</u>	The Connecticut Department of Public Health, Contracts & Grants Management Section
<u>“Department”</u>	The State of Connecticut Department of Public Health
<u>“FCA”</u>	False Claims Act
<u>“PFCRA”</u>	Program Fraud Civil Remedies Act

3.2 Definitions

Claim - means any request or demand, whether under a contract or otherwise, for money or property which is made by a contractor, grantee, or other recipient if the United States government provides any portion of the money or property which is requested or demanded or if the government will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded.

Contractor or Agent - means any contractor, subcontractor, agent, qualified vendor, consumer or family member who act as an employer or other person which or who, on behalf of the entity, furnishes, or otherwise authorizes the furnishing of, Medicaid health care items or services, performs billing or coding functions, or is involved in the monitoring of health care provided by the entity.

Employee - means any officer or employee of the entity, contractor, or agent.

Entity - means a governmental agency, organization, unit, corporation, partnership or other business arrangement, including Medicaid managed care organizations, whether for profit or not-for-profit, which receives or makes payments, under a state plan approved under Title XIX or under any waiver of such plan, totaling at least \$5,000,000 annually.

Knowing and Knowingly - means that a person with respect to information 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falseness of the information.

4.0 Compliance

4.1 False Claim Act

The FCA prohibits any person, firm, corporation or entity from knowingly presenting, or causing to be presented, a false claim or statement to a federally funded program, including Medicaid, or conspiring to defraud the federal government. Any person, company or entity that acts in deliberate ignorance of or with reckless disregard of the truth of such information is considered to have acted knowingly.

The civil penalty for violating the FCA is a fine of not less than \$5,000 and not more than \$10,000 per violation. The person, company or entity may also be fined an additional three times the amount of damages sustained by the federal government. The PFCRA also provides that any person or company that commits fraud by making a false statement or claim can be assessed a penalty of \$5,000 per false claim or statement in addition to the penalties available under the FCA.

A person may bring a civil action for violating the FCA on behalf of said person and the United States government. If the federal government proceeds with an action brought by such person then that person shall receive at least 15 percent but not more than 25 percent of the proceeds of the action or settlement. If the federal government does not proceed with the action and the person initiating the action proceeds, then the person bringing the action shall receive a reasonable amount, to be determined by the court, but not less than 25% and not more than 30% of the proceeds of the action or settlement.

The FCA prohibits retaliation by an employer against an employee for bringing a false claim action or participating in such action (Whistleblower Protection). Any employee subject to retaliation by an entity, contractor or agent shall be entitled to all relief necessary to make the employee whole, including but not limited to reinstatement, two times the amount of back pay, interest on back pay and special damages.

4.2 State False Claim Related Acts

Under Connecticut's Vendor Fraud statute it is illegal for a person on his own behalf or on the behalf of an entity, with intent, to fraudulently provide goods or services to a beneficiary or recipient under Title XIX or to fraudulently receive goods or services. Connecticut law also prohibits any vendor from fraudulently providing services or goods for any recipient of General Assistance. The State Whistleblower law provides any employee who reports a suspected violation of state or federal law with protection against retaliation by the employer. State law also prohibits any person, corporation, state or political subdivision from blacklisting any employee.

4.3 Compliance Reporting

All DPH employees, contractors and agents, are required to report fraud, waste and abuse to: The Department of Public Health, Contracts & Grants Management Section, 410 Capitol Avenue, MS#13GCT, P.O. Box 340308, Hartford, CT 06134-0308.

APPROVAL SIGNATURES		DATE
Jewel Mullen, MD, MPH, MPA. (original signature on file)	Commissioner of Public Health	05/21/2010

REVISION HISTORY			
Revision	Description of Change	Author	Effective Date
Basic	Initial Release	Bruce Wallen	05/21/2010

REFERENCE DOCUMENTS	
Document	Title
The Deficit Reduction Act ("Act") of 2005	Section 6032
United States Code (U.S.C.)	Sections 3729-3733
Connecticut General Statutes (C.G.S.)	Section 53a-290 Vendor Fraud
Connecticut General Statutes (C.G.S.)	Section 4-61dd Whistleblower
Connecticut General Statutes (C.G.S.)	Section 31-51m Blacklisting
Connecticut General Statutes (C.G.S.)	Section 17b-127 General Assistance

5.0 Purpose

This procedure provides guidance to the Department of Public Health on informing all employees, contractors and agents about the Department of Public Health False Claims Policy, PL-CGMS C-001.

6.0 Scope

This procedure applies to all Department of Public Health staff, and officers and employees of contractors, agents, qualified providers and subcontractors funded by the department.

7.0 Definitions and Acronyms

Specialized acronyms and definitions identified in this contract procedure are defined below.

7.1 Acronyms

<u>“CGMS”</u>	The Connecticut Department of Public Health, Contracts & Grants Management Section
<u>“Department”</u>	The State of Connecticut Department of Public Health
<u>“FCA”</u>	False Claims Act
<u>“PFCRA”</u>	Program Fraud Civil Remedies Act
<u>“POS”</u>	Purchase of Service Contract

7.2 Definitions

Claim - means any request or demand, whether under a contract or otherwise, for money or property which is made by a contractor, grantee, or other recipient if the United States government provides any portion of the money or property which is requested or demanded, or if the government will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded.

Contractor or Agent - means any contractor, subcontractor, agent, qualified vendor, consumer or family member who act as an employer or other person which or who, on behalf of the entity, furnishes, or otherwise authorizes the furnishing of, Medicaid health care items or services, performs billing or coding functions, or is involved in the monitoring of health care provided by the entity.

Employee - means any officer or employee of the entity, contractor or agent.

Entity - means a governmental agency, organization, unit, corporation, partnership or other business arrangement, including Medicaid managed care organizations, whether for profit or not-for-profit, which receives or makes payments, under a state plan approved under Title XIX or under any waiver of such plan, totaling at least \$5,000,000 annually.

Knowing and Knowingly - means that a person with respect to information 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falseness of the information.

Purchase of Service Contract - Previously Human Service Contract, a contract document used to procure direct client services to populations served by the Department over a defined period and for an agreed upon maximum price.

Subcontractor – See “Contractor or Agent” above.

8.0 Process**8.1 Dissemination to the Department's New Employees**

- 8.1.1** The Department's Human Resources staff shall present and provide all newly hired Department employees with a copy of the False Claims Act Policy and Procedure during the new employee orientation.
- 8.1.2** Each new Department employee must acknowledge receipt of the False Claims Act Policy and Procedure by signing an acknowledgement that they received it. The acknowledgement shall be maintained in their personnel file.

8.2 Dissemination to the Department's Existing Employees

Each existing Department employee shall receive a copy of the Department's False Claims Act Policy and Procedure and must sign an acknowledgement that they have received it. The acknowledgement shall be maintained in their personnel file.

8.3 Dissemination to Contractors and Qualified Providers

- 8.3.1** CGMS shall include the Department's False Claims Act Policy and Procedure in all POS contracts between the Department and its contractors and agents.
- 8.3.2** Contractors and agents shall inform all employees providing services funded by the contract of the policy and procedure and obtain acknowledgement of receipt.
- 8.3.3** Execution of the contract by a contractor or agent, via authorized signature, shall indicate acceptance of and compliance with the Department's False Claims Policy and Procedure in accordance with Part II, Section C.4, (Terms and Conditions, Contractor Obligations, Federal Funds) of the POS Contract.
- 8.3.4** Contractors and agents under contract with the Department shall inform all subcontractors, providing services funded by the contract, of the policy and procedure and obtain acknowledgement of receipt either via inclusion of a contract term/condition in the sub-contractual agreement as in 4.3.3 above, and execution of such subcontract, or via separate acknowledgement.

9.0 Records

- 9.1** The following records shall be maintained, generated, or updated, and filed by the Department in accordance with this procedure and CGMS record retention requirements and schedules. Contractors shall maintain records according to their established record retention schedules.

Record Name	Responsible	Retention Req.	Location
Employee acknowledgement of receipt of False Claims Policy and Procedure	Human Resources Office	Until employee termination	Employee File
Fully Executed Contract Document	CGMS	3 Yrs. From end date of contract(s)	CGMS Contract File

APPROVAL SIGNATURES		DATE
Jewel Mullen, MD, MPH, MPA. (original signature on file)	Commissioner of Public Health	05/21/2010



False Claims Act (Policy)

PL-CGMS C-001
Revision: 1.0
Effective Date:
05/21/2010

REVISION HISTORY

Revision	Description of Change	Author	Effective Date
Basic	Initial Release	Bruce Wallen	05/21/2010

REFERENCE DOCUMENTS

Document	Title
The Deficit Reduction Act ("Act") of 2005	Section 6032
United States Code (U.S.C.)	Sections 3729-3733
Connecticut General Statutes (C.G.S.)	Section 53a-290 Vendor Fraud
Connecticut General Statutes (C.G.S.)	Section 4-61dd Whistleblower
Connecticut General Statutes (C.G.S.)	Section 31-51m Blacklisting
Connecticut General Statutes (C.G.S.)	Section 17b-127 General Assistance

10.0 Purpose

The Deficit Reduction Act ("Act") of 2005 is the federal government's legislative effort to control spending for entitlement programs, such as Medicaid. The Act seeks to control spending by reducing federal overpayments for prescription drugs and medical services, thereby improving the integrity of federally funded entitlement programs.

11.0 Scope

Section 6032 of the Act states that any entity, such as the Department of Public Health (Department), which receives or makes payments under a state plan approved under Title XIX or under a waiver of such plan, totaling at least \$5,000,000 annually, is required to establish written policies providing detailed information about the False Claims Act ("FCA") and any state false claims laws to all Department employees, contractors and agents. The Department is also required to establish and inform all employees, contractors, qualified providers and agents about the Department's policies and procedures for the detection and prevention of fraud, waste and abuse, the protection afforded to any person who reports an incident of a false claim to a regulatory body (e.g., Whistleblower Protection) and any civil or criminal penalties for false claims.

12.0 Definitions and Acronyms

Specialized acronyms and definitions identified in this contract procedure are defined below.

12.1 Acronyms

<u>"CGMS"</u>	The Connecticut Department of Public Health, Contracts & Grants Management Section
<u>"Department"</u>	The State of Connecticut Department of Public Health
<u>"FCA"</u>	False Claims Act
<u>"PFCRA"</u>	Program Fraud Civil Remedies Act

12.2 Definitions

Claim - means any request or demand, whether under a contract or otherwise, for money or property which is made by a contractor, grantee, or other recipient if the United States government provides any portion of the money or property which is requested or demanded or if the government will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded.

Contractor or Agent - means any contractor, subcontractor, agent, qualified vendor, consumer or family member who act as an employer or other person which or who, on behalf of the entity, furnishes, or otherwise authorizes the furnishing of, Medicaid health care items or services, performs billing or coding functions, or is involved in the monitoring of health care provided by the entity.

Employee - means any officer or employee of the entity, contractor, or agent.

Entity - means a governmental agency, organization, unit, corporation, partnership or other business arrangement, including Medicaid managed care organizations, whether for profit or not-for-profit, which receives or makes payments, under a state plan approved under Title XIX or under any waiver of such plan, totaling at least \$5,000,000 annually.

Knowing and Knowingly - means that a person with respect to information 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falseness of the information.

13.0 Compliance

13.1 False Claim Act

The FCA prohibits any person, firm, corporation or entity from knowingly presenting, or causing to be presented, a false claim or statement to a federally funded program, including Medicaid, or conspiring to defraud the federal government. Any person, company or entity that acts in deliberate ignorance of or with reckless disregard of the truth of such information is considered to have acted knowingly.

The civil penalty for violating the FCA is a fine of not less than \$5,000 and not more than \$10,000 per violation. The person, company or entity may also be fined an additional three times the amount of damages sustained by the federal government. The PFCRA also provides that any person or company that commits fraud by making a false statement or claim can be assessed a penalty of \$5,000 per false claim or statement in addition to the penalties available under the FCA.

A person may bring a civil action for violating the FCA on behalf of said person and the United States government. If the federal government proceeds with an action brought by such person then that person shall receive at least 15 percent but not more than 25 percent of the proceeds of the action or settlement. If the federal government does not proceed with the action and the person initiating the action proceeds, then the person bringing the action shall receive a reasonable amount, to be determined by the court, but not less than 25% and not more than 30% of the proceeds of the action or settlement.

The FCA prohibits retaliation by an employer against an employee for bringing a false claim action or participating in such action (Whistleblower Protection). Any employee subject to retaliation by an entity, contractor or agent shall be entitled to all relief necessary to make the employee whole, including but not limited to reinstatement, two times the amount of back pay, interest on back pay and special damages.

13.2 State False Claim Related Acts

Under Connecticut's Vendor Fraud statute it is illegal for a person on his own behalf or on the behalf of an entity, with intent, to fraudulently provide goods or services to a beneficiary or recipient under Title XIX or to fraudulently receive goods or services. Connecticut law also prohibits any vendor from fraudulently providing services or goods for any recipient of General Assistance. The State Whistleblower law provides any employee who reports a suspected violation of state or federal law with protection against retaliation by the employer. State law also prohibits any person, corporation, state or political subdivision from blacklisting any employee.

13.3 Compliance Reporting

All DPH employees, contractors and agents, are required to report fraud, waste and abuse to: The Department of Public Health, Contracts & Grants Management Section, 410 Capitol Avenue, MS#13GCT, P.O. Box 340308, Hartford, CT 06134-0308.

	False Claims Act (Procedure)	PR-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010
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APPROVAL SIGNATURES		DATE
Jewel Mullen, MD, MPH, MPA. (original signature on file)	Commissioner of Public Health	05/21/2010

REVISION HISTORY			
Revision	Description of Change	Author	Effective Date
Basic	Initial Release	Bruce Wallen	05/21/2010

REFERENCE DOCUMENTS	
Document	Title
The Deficit Reduction Act ("Act") of 2005	Section 6032
United States Code (U.S.C.)	Sections 3729-3733
Connecticut General Statutes (C.G.S.)	Section 53a-290 Vendor Fraud
Connecticut General Statutes (C.G.S.)	Section 4-61dd Whistleblower
Connecticut General Statutes (C.G.S.)	Section 31-51m Blacklisting
Connecticut General Statutes (C.G.S.)	Section 17b-127 General Assistance

14.0 Purpose

This procedure provides guidance to the Department of Public Health on informing all employees, contractors and agents about the Department of Public Health False Claims Policy, PL-CGMS C-001.

15.0 Scope

This procedure applies to all Department of Public Health staff, and officers and employees of contractors, agents, qualified providers and subcontractors funded by the department.

16.0 Definitions and Acronyms

Specialized acronyms and definitions identified in this contract procedure are defined below.

16.1 Acronyms

<u>“CGMS”</u>	The Connecticut Department of Public Health, Contracts & Grants Management Section
<u>“Department”</u>	The State of Connecticut Department of Public Health
<u>“FCA”</u>	False Claims Act
<u>“PFCRA”</u>	Program Fraud Civil Remedies Act
<u>“POS”</u>	Purchase of Service Contract

16.2 Definitions

Claim - means any request or demand, whether under a contract or otherwise, for money or property which is made by a contractor, grantee, or other recipient if the United States government provides any portion of the money or property which is requested or demanded, or if the government will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded.

Contractor or Agent - means any contractor, subcontractor, agent, qualified vendor, consumer or family member who act as an employer or other person which or who, on behalf of the entity, furnishes, or otherwise authorizes the furnishing of, Medicaid health care items or services, performs billing or coding functions, or is involved in the monitoring of health care provided by the entity.

Employee - means any officer or employee of the entity, contractor or agent.

Entity - means a governmental agency, organization, unit, corporation, partnership or other business arrangement, including Medicaid managed care organizations, whether for profit or not-for-profit, which receives or makes payments, under a state plan approved under Title XIX or under any waiver of such plan, totaling at least \$5,000,000 annually.

Knowing and Knowingly - means that a person with respect to information 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falseness of the information.

Purchase of Service Contract - Previously Human Service Contract, a contract document used to procure direct client services to populations served by the Department over a defined period and for an agreed upon maximum price.

Subcontractor – See “Contractor or Agent” above.

17.0 Process**17.1 Dissemination to the Department's New Employees**

17.1.1 The Department's Human Resources staff shall present and provide all newly hired Department employees with a copy of the False Claims Act Policy and Procedure during the new employee orientation.

17.1.2 Each new Department employee must acknowledge receipt of the False Claims Act Policy and Procedure by signing an acknowledgement that they received it. The acknowledgement shall be maintained in their personnel file.

17.2 Dissemination to the Department's Existing Employees

Each existing Department employee shall receive a copy of the Department's False Claims Act Policy and Procedure and must sign an acknowledgement that they have received it. The acknowledgement shall be maintained in their personnel file.

17.3 Dissemination to Contractors and Qualified Providers

17.3.1 CGMS shall include the Department's False Claims Act Policy and Procedure in all POS contracts between the Department and its contractors and agents.

17.3.2 Contractors and agents shall inform all employees providing services funded by the contract of the policy and procedure and obtain acknowledgement of receipt.

17.3.3 Execution of the contract by a contractor or agent, via authorized signature, shall indicate acceptance of and compliance with the Department's False Claims Policy and Procedure in accordance with Part II, Section C.4, (Terms and Conditions, Contractor Obligations, Federal Funds) of the POS Contract.

17.3.4 Contractors and agents under contract with the Department shall inform all subcontractors, providing services funded by the contract, of the policy and procedure and obtain acknowledgement of receipt either via inclusion of a contract term/condition in the sub-contractual agreement as in 4.3.3 above, and execution of such subcontract, or via separate acknowledgement.

18.0 Records

18.1 The following records shall be maintained, generated, or updated, and filed by the Department in accordance with this procedure and CGMS record retention requirements and schedules. Contractors shall maintain records according to their established record retention schedules.

Record Name	Responsible	Retention Req.	Location
Employee acknowledgement of receipt of False Claims Policy and Procedure	Human Resources Office	Until employee termination	Employee File
Fully Executed Contract Document	CGMS	3 Yrs. From end date of contract(s)	CGMS Contract File

SEEC Form 11 Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

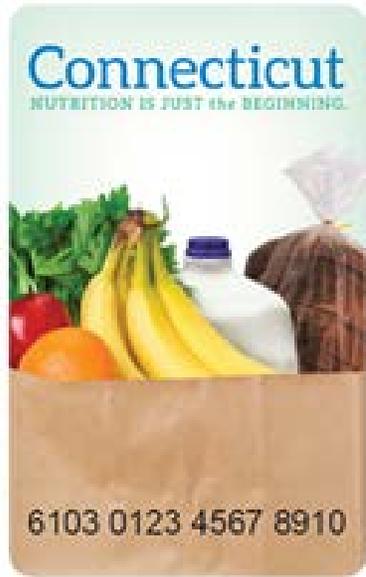
"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

Appendix A WIC CHECK/eWIC card

CONNECTICUT DEPARTMENT OF PUBLIC HEALTH: SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN (WIC PROGRAM) 410 Capitol Avenue, Hartford CT 06106 1-800-741-2142				64-1968 /611	XXXXXXXXXX
SEQUENCE NO.	FAMILY	WIC ID	PAYEE NAME	SITE	FIRST DAY TO USE
1234567	123456	050-123456	Smith, Jane	050	1/1/16
PAY TO THE ORDER OF: AUTHORIZED WIC VENDOR STAMPED HERE:		PACKAGE: 128 ounces WIC-approved fluid juice OR 2 cans (11.5-12 oz) juice concentrate 1 Half gallon milk: 2% OR 1% OR Skim 1 pkg up to 16oz/1lb each approved cheese			LAST DAY TO USE
					2/1/16
					ACTUAL \$ AMOUNT OF SALE
VENDOR MUST DEPOSIT WITHIN 60 DAYS OF "FIRST DAY TO USE" DATE UNITED COMMUNITY BANK Marietta, GA			IMPROPER USE OF THIS CHECK IS SUBJECT TO STATE AND FEDERAL PROSECUTION SIGNATURE OF PARTICIPANT OR AUTHORIZED PROXY NOT NEGOTIABLE UNLESS SIGNED DATE		
XXXXXXXXXXXX 0501119684 2500254					



Appendix B WIC IDENTIFICATION FOLDER

State of Connecticut
Department of Public Health
WIC Program

Approved Food List/ Participant ID Booklet

December 1, 2014



This booklet includes a detailed list of WIC approved foods, your WIC ID, and food buying guide. If you have questions or need to change your appointment call:

Your local WIC office is:

Connecticut WIC Program Participant Identification

Bring this participant booklet for ALL visits to the WIC office and the grocery store.

123456
Family ID Number

050
Local Agency Code



Babies were born to be breastfed.

The signature(s) below must agree with the signature on the WIC check(s).

Jane Smith
Payee's Name (Please print)

Jane Smith
Payee's Signature

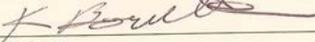
John Smith
Caretaker's Name (Please print)

John Smith
Caretaker's Signature

XXXXXXXX
Alternate's Name (Please print)

XXXXXXXX
Alternate's Signature

For general information, contact the State WIC Office at:
1-800-741-2142
www.ct.gov/dph/wic
ctwic@ct.gov


Staff Signature

This institution is an equal opportunity provider.

Appendix C WIC Approved Food List-Page 1

Dairy

Must buy the least expensive brand at the time of the purchase.

Eggs - Large, white or brown, 1 dozen, carton

Milk
Only Skim (Fat Free/Nonfat) or 1% (Lowfat/Light) should be sold, unless specified on check 1/2 Gallon or 1 Gallon



UHT Milk
Unflavored (Whole* 2%** or 1%),

Nonfat Dry Milk
16 oz. box

Soy Milk
64 oz./half gallon paper carton

8th Continent Original

Silk Original

Evaporated Milk - 12 oz. Fat Free Skim, or 2%** Homogenized- Vitamin D added (whole*)

Goat Milk- Meyenberg
Canned or packets

* For 1 year old children only
** Only when specified on the check

No flavored or raw milk.
No organic milk or eggs.

Dairy

Must buy the least expensive brand at the time of the purchase.

Cheese
One package only, 16 oz. /1lb. (8 oz. only when specified on check)



Fat Free Mozzarella - One pound (lb.) 16 ounces, prepackaged (Calabro and Polly-O only)



No deli or sliced cheese, except American. No individually wrapped slices, shredded or string cheese, cheese food, cheese product or spreads, cream cheese or cottage cheese, imported, flavored or organic cheese.

Tofu
Tofu - Plain, 14-16 oz. package
Nasoya -Cubed, Super Firm, Firm, Lite Firm, Lite Silken, Silken, Soft
Azumaya - Firm, Extra Firm
Nature's Promise - Firm, Extra Firm

Cereal

Cold Cereal Buy 1 or 2 bag(s)/box(es) totaling up to 36 oz. Only buy sizes 14 oz. or larger.



Choose type of cereal, then choose the least expensive brand at the time of the purchase.

Bran Flakes
America's Choice, Best Yet, Big Y, Food Club, Essential Choice, HY-TOP, IGA, Kiggins, Parade, Post, Price Chopper High Fiber, ShopRite, Stop & Shop

Corn Flakes
America's Choice, Best Yet, Big Y, Food Club, Great Value, HY-TOP, IGA, Kellogg's, Kiggins, Krasdale, Parade, Price Chopper, ShopRite, Shurline, Stop & Shop, Valu Time
Fat Free Corn Flakes, White Rose

Corn Squares
America's Choice Toasted/Crunchy Corn, Big Y Crispy Corn Squares, IGA Square Shaped Corn Biscuits, General Mills Corn Chex, Price Chopper Toasted Corn Crisps, ShopRite Crispy Corn Squares, Shurline, Stop & Shop

Crispy Rice
Best Yet, Clear Value Crisp Rice, Great Value, Malt-O-Meal Crispy Rice, ShopRite, Stop & Shop

Cereal

Unfrosted Shredded Wheat
Best Yet, HY-TOP Shredded Wheat, Kellogg's, Kiggins, IGA, Parade, ShopRite

Wheat Flakes
Hy-Top Multi Grain Flakes, Kellogg's All Bran Complete, Wheat Flakes, Post Grape Nut Flakes, Shurline Wheat Bran, General Mills Total (not recommended for children under 4 years of age due to the high iron content.)

Wheat Squares
Best Yet Crunchy Wheat, General Mills Wheat Chex

Whole Grain Granola
Sunbelt Bakery Simple Granola
Sunbelt Bakery Low Fat

Gluten Free Cereal
Cream of Rice (hot cereal) General Mills Corn Chex, General Mills Rice Chex

Hot Cereal - 14 oz. boxes or larger

America's Choice Original Hot Wheat
Best Yet Creamy Wheat
Cream of Rice
Cream of Wheat
1 minute, 2 1/2 minute, 10 Minute
Farina Mills Original Farina
Maltex
Malt-O-Meal Original Hot Wheat Cereal
Maypo Vermont Style Maple Oatmeal
Price Chopper Enriched Quick Cream Farina
Ralston Creamy Wheat
Whole Grain Cream of Wheat

Cereal

Frosted Shredded Wheat
America's Choice, Best Yet, Big Y, Clear Value, Food Club, HY-TOP, IGA, Kellogg's, Kiggins, Malt-O-Meal Frosted Mini Spooners, Market Pantry, Parade, Price Chopper, ShopRite, Stop & Shop, Valu Time

Grape Nuts/Nutty Nuggets
Best Yet, Post Grape Nuts, Price Chopper, ShopRite Natural Wheat & Barley

Kix, plain - General Mills

Oat Bran, Quaker

Oat Squares
Best Yet Oat Wise, Price Chopper Good Choice Cereal, Quaker Oat Life, Stop & Shop

Oats & Flakes
Best Yet Honey, Oats & Flakes, HY-TOP Honey, IGA Honey, Malt-O-Meal Honey & Oat Blenders, Market Pantry Honey & Oat Mixers, Price Chopper Crispy Honey Oats & Flakes, ShopRite Honey Oat Clusters, ShopRite Oats and More with Honey, Shurline Oats & More, Stop & Shop Honey Crunch' Oats with Honey

Rice Flakes, Kellogg's Special K

Rice Squares, IGA Square Shaped Crispy Rice Biscuits, Rice Chex

Toasted Oats Plain
America's Choice, Best Yet, Big Y, Food Club, General Mills Cheerios, HY-TOP, IGA, Kiggins Rollin Oats, Krasdale, Market Pantry, Parade, Price Chopper, ShopRite, Shurline, Stop & Shop Oats & O's, ValuTime, White Rose

Toasted Oats Multigrain
Multigrain Cheerios

Fruit Juice

Must buy the least expensive brand at the time of the purchase.

100% juice and at least 120% Vitamin C
Juice Concentrate
Frozen 11.5 - 12 oz.

100% Apple Juice
America's Choice, Best Yet, Clear Value, Food Club, Great Value, HY-TOP, IGA, Langers, Market Pantry, Old Orchard, Parade, Price Chopper, Seneca, ShopRite, Shurline, Stop & Shop, Tipton Grove, Tree Top, Valu Time

100% Grape Juice
America's Choice, Best Yet, Great Value, Langers (Purple and White), Market Pantry, Old Orchard, Seneca, ShopRite, Stop & Shop, Welch's (White and Purple)

100% Grapefruit Juice

100% Orange Juice

100% Orange Juice with Calcium*
*For women only

100% Juice Mixtures - all flavors
Dole 100% Juice, Great Value, Langers, Market Pantry, Old Orchard, Welch's 100% - all yellow cap

100% Pineapple Juice
Dole, Langers, Old Orchard, Market Pantry



Juice Concentrate
Non-Frozen/Pourable
11.5 - 12 oz. metal cans
100% Juice Mixtures



No juice cocktail, beverages or drinks

Fruit Juice

Must buy the least expensive brand at the time of the purchase.
100% juice and at least 120% Vitamin C
Fluid Juice - Not Refrigerated
 64 oz. plastic bottle

100% Apple Juice
 America's Choice, Best Yet, Big Y, Food Club, Great Value No Sugar Added, Harvest Classic, HY-TOP, IGA, Juicy Juice, Krasdale, Market Pantry, Mott's, Old Orchard, Parade, Price Chopper, Ruby Kist, Shurline, ShopRite, Stop & Shop, Tipton Grove, White House, White Rose



100% White Grape Juice
 America's Choice, Best Yet, Big Y, Food Club, Great Value No Sugar Added, HY-TOP, IGA, Juicy Juice, Krasdale, Market Pantry, Old Orchard, Parade, Price Chopper, Shurline, ShopRite, Stop & Shop, Tipton Grove, Welch's - All Varieties, White Rose, Valu Time

100% Purple Grape Juice
 America's Choice, Best Yet, Big Y, Food Club, Great Value No Sugar Added, HY-TOP, IGA, Juicy Juice, Krasdale, Market Pantry, Old Orchard, Parade, Price Chopper, ShopRite, Shurline, Stop & Shop, Tipton Grove, ValuTime, Welch's Red Grape, White Rose

100% Juice Mixtures
 America's Choice (all flavors), Big Y Juice-A-Lot, IGA - Grape, Fruit Punch, Berry, Cherry, Great Value No Sugar Added, Great Value (all flavors), Nestle - Juicy Juice (all flavors), Market Pantry (all flavors), Old Orchard (all flavors) Price Chopper (all flavors), Stop & Shop (all flavors)

100% Grapefruit Juice/Blends - White or Pink
 America's Choice Best Yet, Food Club, Great Value, HY-TOP, IGA, Parade, Price Chopper, Shurline, ShopRite, Stop & Shop, White Rose

100% Pineapple Juice
 Best Yet, Food Club, Langers, Libby's, Old Orchard, Price Chopper, Ruby Kist, Stop & Shop

No juice cocktail, beverages or drinks

Fruit/Vegetable Juice

Must buy the least expensive brand at the time of the purchase.
100% juice and at least 120% Vitamin C
Fluid Juice - Refrigerated
 Refrigerated gallons and half gallons

Half Gallon = 64 oz of fluid juice
 Gallon = 128 oz of fluid juice



100% Orange Juice Only

Vegetable Juice
 64 oz plastic

Vegetable Juices
 V8 Low Sodium
 Price Chopper Low Sodium

Tomato Juice
 Campbell's Low Sodium

No juice cocktail, beverages or drinks

Infant Products

Baby Foods in Jars - Stage 2
 4 oz. jars only, Beech-Nut® only
 Fruits - Only the 5 pictured below



Stage 2 Apples, Stage 2 Chiquita® Bananas, Stage 2 Pears



Stage 2 Mango, Stage 2 Peaches

Vegetables - Only the 5 pictured below



Stage 2 Squash, Stage 2 Sweet Potatoes



Stage 2 Sweet Carrots, Stage 2 Sweet Peas, Stage 2 Green Beans

Infant Products

Infant Formula - With Iron
 The brand name, container size and type of formula is printed on the WIC checks.

Infant Cereal - Beech-Nut®, 8 oz. dry, boxes, Rice, Oatmeal, Multigrain



No added fruits, crisps, formula or DHA

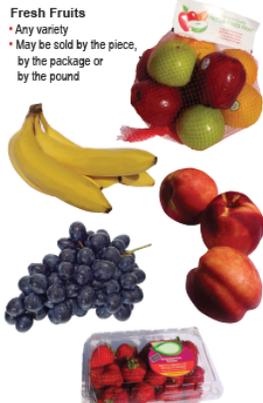
Allowed only for exclusively breastfed babies.

Meats - Beech-Nut only
 2.5 oz. - Only the 3 pictured below



Stage 1 Beef & Beef Broth
 Stage 1 Chicken & Chicken Broth
 Stage 1 Turkey & Turkey Broth

Fruits



Fresh Fruits
 • Any variety
 • May be sold by the piece, by the package or by the pound

Frozen Fruits
 • Any variety
 • Without added sweeteners, sugars or syrup
 • May be sold as "mixed" fruit



Canned Fruits
 • Any variety-without added sweeteners, sugars, syrup, fats, oils, or salt
 • May be packed in juice or water



No fruit rollups, fruit snacks, cranberry sauce or pie filling. No raisins or dried fruits. No items from the salad bar, party trays, or fruit baskets.

Vegetables



Fresh Vegetables
 • Any variety EXCEPT POTATOES (Orange yams and sweet potatoes are allowed)
 • May be sold by the piece, by the package or by the pound

Frozen Vegetables
 • Any variety EXCEPT POTATOES or items with potatoes
 • Without added sweeteners, sugars, fats, oils
 • May be sold as "mixed" vegetables, but must not contain potatoes
 • Must not be packed with sauce



Canned Vegetables
 • Any variety EXCEPT POTATOES or items with white potatoes
 • Without added sweeteners, sugars, syrup, fats, oils
 • May be regular or lower in sodium
 • Also includes plain canned tomato sauce/plain spaghetti sauce without added sweeteners, sugars, syrup, fats and oils
 • Canned tomato sauce/spaghetti sauce may only be purchased with fruit and vegetable checks



No herbs, spices, or olives. No party trays, pickled vegetables or items from the salad bar.

Appendix C WIC Approved Food List-Page 3

Bread/Grain

100% Whole Wheat Bread
1 pound (lb.) or 16 oz. loaf



- Alvarado Street Bakery Essential Flaxseed Bread
- America's Choice
- Arnold Stoneground
- Best Yet
- Big Y
- Binbo
- Central Market Classics
- Country Kitchen
- Gold Medal Bakery
- Gold Medal Bakery Wheat with Flaxseed
- Great Value
- Holsum
- Nature's Harvest
- Pas Yisroel
- Penn Street
- Pepperidge Farm Light Style
- Pepperidge Farm Stoneground
- Pepperidge Farm Very Thin Sliced Soft
- Sara Lee
- ShopRite
- Stop & Shop
- Stop & Shop Whole Wheat with Flaxseed
- Stop & Shop No-Salt Added Whole Wheat
- Stern's
- Sunbeam
- Weight Watchers
- Windmill Farms Stone Ground-Menzanos
- Windmill Farms Stone Ground-Hamotze
- Wonder

Bread/Grain

Whole Grain Bread
1 pound (lb.) or 16 oz. loaf



- Country Kitchen Wheat Italian
- Pepperidge Farm Whole Grain Seeded Rye
- ShopRite 12 Grain
- Weight Watchers Multi Grain

Tortillas 1 pound (lb.) or 16 oz. bag

Whole Wheat Tortillas



- Big Y
- Chi-Chi's
- Don Pancho
- Food Club
- IGA
- LaFe
- La Banderita

- Mayan Farms
- Mission
- Nature's Promise Whole Grain
- Ortega
- Pepito
- ShopRite
- Stop & Shop
- Tropical

Tortillas 1 pound (lb.) or 16 oz. bag

Corn Tortillas

- Chi-Chi's White Corn
- Don Pancho White Corn
- Stop & Shop White Corn
- La Banderita Corn
- La Poblanita Corn
- Mission Yellow Corn
- Pepito Corn Tortilla
- Nature's Promise Whole Grain Corn

Bread/Grain

Brown Rice
Dry 1 pound (lb.) or 14-16 oz. bag/box, least expensive brand.



- America's Choice Long Grain
- Best Yet Instant
- Best Yet Long Grain
- Big Y Instant
- Carolina, Goya, Minute, Mahatma, Success
- C & F Boil-in-Bag
- C & F Instant
- C & F Long/short grain
- Food Club Boil-In-Bag
- Food Club Instant
- IGA Instant Long Grain
- Price Chopper Boil-In-Bag
- Price Chopper Instant
- Riceland Natural
- Shurfine
- Stop & Shop Boil-in-Bag
- Stop & Shop Instant
- Uncle Ben's Fast & Natural Whole Grain Instant
- Uncle Ben's Natural Whole Grain
- Uncle Ben's Whole Grain Boil-in-Bag
- White Rose

Bread/Grain

100% Whole Wheat Pasta/Macaroni Products
16 oz. box/bag

- Gia Russa
- Hodgson Mill Whole Wheat Whole Grain
- Nature's Promise

Other

Must buy the least expensive brand at the time of the purchase.

Peanut Butter
16-18 oz. jar, Unflavored, smooth, creamy, or chunky



Beans



Legumes
Any variety-beans, peas, or lentils. Dry, 1 pound (lb.) 16 oz. bags OR 15-16 oz. cans. Canned Beans may be plain or vegetarian. Cans may not contain added sugars, fats, oil, vegetables, fruits, or meats. No baked beans.

Peas



Lentils



Canned Fish
Must buy the least expensive brand at the time of the purchase. Allowed only for certain categories of pregnant and breastfeeding women.

Sardines - 3.75 oz. can
Tuna - light only, 5 oz. can
Salmon - 6-15 oz. cans
Canned fish may be packed in water or oil, with added sauces and flavorings







Effective May 1, 2015

WHITE POTATOES ARE WIC APPROVED FOODS

- Any variety of white potatoes (i.e., Yukon Gold; Russets; Idaho; red potatoes; purple potatoes, etc.) may be purchased with WIC benefits.
- White potatoes may be sold: as a fresh vegetable; in cans without added sugars, fats or oil; or frozen without added sugars, fats, or oil.
- Only Fruit & Vegetable checks may be used to purchase white potatoes.

YOGURT

- Non-fat or Low fat yogurt is WIC-approved foods.
- Only plain or vanilla flavored yogurts are allowed.
- Only 32 ounce yogurt containers are allowed.
- Yogurt must be listed on a WIC check for purchase.
- Whole fat/whole milk yogurt can be issued to children under two and may be purchased ONLY if listed on the WIC check.
- **Greek Yogurt is NOT a WIC-Approved Food.**
- **No organic yogurt.**




Appendix D WIC Vendor Agreement



STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
Special Supplemental Nutrition Program for Women, Infants and Children (WIC)



2015/2016 WIC VENDOR AGREEMENT

FORM: WVA-1		OWNERSHIP INFORMATION (Please Print)	
Ownership Type: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Franchise <input type="checkbox"/> Corporation			
Ownership Name:			
Address:			
City/State/ZIP:			
Store Name & Address: <i>(If more than one store, fill out form MS-1)</i>		WIC Vendor Stamp Number <i>(if currently authorized):</i>	

The U.S. Department of Agriculture sponsors the Special Supplemental Nutrition Program for Women, Infants and Children (WIC). WIC is federally funded, and is administered by the State of Connecticut, Department of Public Health. The Connecticut WIC Program provides specific nutritious foods through a retail food delivery system.

GENERAL CONDITIONS

All stores must be authorized by the WIC Program in order to accept WIC checks/eWIC cards. A vendor is not authorized to accept WIC checks/eWIC cards until the vendor has been trained by a WIC representative, receives an executed copy of the WIC Vendor Agreement, and receives a State-issued WIC Vendor Stamp with a unique 4-digit vendor number. The WIC Program will have sole discretion to designate the date, time, and location of all interactive training, except that the WIC Program will provide the vendor with one alternative date on which to attend the training.

A WIC Vendor Agreement may cover more than one vendor if all stores are under the exact same ownership and a list of each store location is attached. When more than one vendor is specified in the agreement, the WIC Program may add or terminate an individual vendor without affecting the remaining vendors. Stores owned by an entity currently authorized by the WIC Program must submit an application package and meet all selection criteria in order to be authorized under the multiple store under the same ownership and agreement policy.

The vendor agreement does not constitute a license or a property interest. The WIC Vendor Agreement is in effect for the stated time period only. If the vendor wishes to continue to be authorized beyond the period of its current agreement, the vendor must reapply for authorization. If a vendor's agreement expires or is terminated and the vendor wishes to reapply, the vendor will be subject to the WIC Program's vendor selection criteria in effect at the time of the reapplication.

All vendors are subject to announced and unannounced on-site visits.

All vendors must have the ability to communicate via electronic mail (email). Prior to EBT implementation, all vendors must have internet access in the store.

Either the WIC Program or the vendor may terminate the agreement for cause after providing advance written notice of at least 15 days.

The agreement will be terminated upon a change in vendor ownership, store location (more than one mile), or cessation of operations. The WIC Program has the discretion to determine whether a change in business structure constitutes a change in ownership.

A vendor applicant that does not meet the minimum inventory requirements (Appendix B) will not be authorized, even if such denial of authorization would result in inadequate participant access.

The vendor may be monitored for compliance with program requirements. In addition to claims collection (Appendix E), the vendor may be sanctioned for vendor violations in accordance with the WIC Program's sanction schedule (Appendix F). Sanctions may include warnings, administrative fines, disqualification, and civil money penalties in lieu of disqualification.

Disqualification from the WIC Program may result in disqualification as a retailer in SNAP. Such disqualification may not be subject to administrative or judicial review under SNAP.

Adverse actions against a vendor associated with Federal mandatory sanction number one (1) (Appendix F) and denials of authorizations shall be effective on the date of receipt of the WIC Program's written notice. All other adverse actions taken by the WIC Program against a vendor shall be effective 15 days from the date of the written notice.

A vendor who commits fraud or abuse in the Program is liable to prosecution under applicable Federal, State or local laws. Those who have willfully misapplied, stolen or fraudulently obtained program funds will be subject to a fine of not more than \$25,000 or imprisonment for not more than five years or both, if the value of the funds is \$100 or more. If the value is less than \$100, the penalties are a fine of not more than \$1,000 or imprisonment for not more than one year or both.

The agreement will be terminated if the WIC Program determines that the vendor has provided significant false information in connection with its application for authorization.

The agreement will be terminated if the WIC Program identifies a conflict of interest, as defined by applicable State laws, regulations, and policies, between the vendor and the WIC Program or its local agencies.

The agreement will be terminated if the vendor accepts and/or transacts WIC checks/eWIC cards anywhere other than the fixed location of the store as covered by this agreement.

There can be no unauthorized use of the WIC logo or acronym in promoting the store's business. The logo and acronym may only be displayed on official WIC Program materials.

THE WIC VENDOR AGREES TO:

Only make WIC transactions for the type that the vendor is allowed to make. Pharmacy vendors are only allowed to make WIC transactions for formula and medical foods, farmers are only allowed to make WIC transactions for fruits and vegetables and food stores are allowed to make all WIC transactions accept all types of WIC benefits.

Comply with the WIC Vendor Agreement and Federal and State statutes, regulations, policies, and procedures governing the Program, including any changes or amendments made during the agreement period.

Accept written correspondence via email, postal service or the Program's Management Information System.

Comply with, and be subject to, all the vendor selection criteria listed in Appendix A, including the minimum inventory requirements in Appendix B at the time of authorization and throughout the Agreement period, including any changes made during the Agreement period.

Stock those items that are in good condition, undamaged, unspoiled and are not beyond the expiration date or has exceeded its "sell by," "best if used by," manufacturer suggested, or other date limiting the sale or use of the food item.

Comply with all the procedures for accepting and transacting WIC checks/eWIC cards included in Appendix C.

Comply with all the procedures for pricing and redeeming WIC checks/eWIC cards included in Appendix D.

Allow reasonable monitoring & inspection of the store premises, procedures, records and WIC checks/eWIC cards on hand.

Make available to representatives of the WIC Program, the United States Department of Agriculture (USDA), and the Comptroller General of the United States, at any reasonable time and place for inspection and audit, all WIC checks in the vendor's possession and all program-related records, upon request.

Comply with the nondiscrimination provisions of USDA regulations (7 CFR Parts 15, 15a and 15b of this title).

Submit price stock surveys as requested by the WIC Program on or before the specified due date.

Have at least one representative participate in training annually. Annual training may be provided by the WIC Program through newsletters, videos, or interactive training.

Inform and train cashiers and other staff on program requirements before they handle WIC checks/eWIC cards, and provide regular review of WIC policies and procedures with all persons involved in WIC transactions.

Be accountable for its owners, officers, managers, agents, and employees, whether they are paid or unpaid, who commit vendor violations.

Retain all original inventory records used for Federal tax reporting purposes including purchase invoices, purchase slips and receipts of delivery for WIC food items for the most recent three-year period. All such documents must indicate the quantity, unit price, description and container size of WIC food items purchased and must be available for inspection by federal and/or state agents. Cash register receipts without specific identification of the quantity, unit price, description, and container size of WIC food items purchased shall not be accepted as evidence of WIC food item purchases.

Provide the WIC Program with advanced written notification (as soon as possible) of any change in vendor ownership, store location, or cessation of operations.

Pay all monetary claims established by the WIC Program in accordance with Appendix E.

Be subject to the WIC Program's sanction schedule found in Appendix F.

Be subject to the administrative review procedures in Appendix G.

Never assign, subcontract or sublease any vendor duties or responsibilities under this agreement.

Never provide refunds or permit exchanges for authorized WIC foods obtained with WIC checks/eWIC cards, except for exchanges of an identical authorized WIC food item when the original authorized WIC 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. An identical authorized WIC food item means the exact brand and size as the original authorized WIC food item obtained and returned by the participant.

Never seek restitution from a WIC customer for an unpaid WIC check or for a bank charge assessed on a rejected WIC check.

Never seek restitution from the WIC Program for bank fees associated with an unpaid eWIC transaction or WIC check unless the check was rejected due to an error by one of the Program's local agencies.

Never breach WIC customer confidentiality, or treat a person using a WIC check/eWIC card discourteously.

Never discriminate against a person using a WIC check/eWIC card.

Never forge the signature of a WIC customer on any WIC document.

Provide any WIC-approved food item that is not listed as a minimum inventory requirement, but printed on a WIC check/eWIC receipt within 48 hours of the request.

THE WIC PROGRAM AGREES TO:

Provide training on the Vendor Agreement, Federal and State Statutes, regulations, and policies and procedures governing the WIC Program.

Post information on the website when offering enrollment periods for stores to apply for WIC authorization. Limited enrollment periods will be offered when the Program determines there will be inadequate participant access unless additional stores are authorized.

Provide a WIC vendor stamp to deposit WIC checks and an executed copy of the WIC Vendor Agreement to authorized vendors.

Provide payment to authorized vendors for valid, properly completed and submitted WIC transactions.

Notify the vendor of WIC Program violation(s) and applicable warnings and sanction(s) imposed in accordance with the terms of the WIC Vendor Agreement.

Notify vendors within 21 days of the expiration of their WIC Vendor Agreement of the need to re-apply for authorization to remain a WIC vendor.

Notify vendors of any Program changes before the changes are implemented.

Assist with problems brought to the attention of the State WIC Office by the vendor.

Only disclose the store name, address, authorization status, phone number, web site/e-mail address and store type.

REQUEST FOR REVIEW

A vendor may be entitled to an administrative review when notified of certain adverse actions taken by the WIC Program. See Appendix G for administrative review procedures.

Actions subject to an Administrative Review:

1. Denial of authorization based on vendor selection criteria or on a determination that the vendor is attempting to circumvent a sanction.
2. Termination of the WIC Vendor Agreement.
3. Disqualification of the vendor except when it is based on a SNAP disqualification.
4. Imposition of a fine or civil money penalty in lieu of disqualification.

Actions not subject to Administrative Review:

1. Disqualification of a vendor as a result of a disqualification from SNAP
2. The expiration of a WIC Vendor Agreement.
3. Validity or appropriateness of the WIC Program's vendor selection criteria.
4. Validity or appropriateness of the WIC Program's participant access criteria and the Program's participant access determinations.
5. Validity or appropriateness of the WIC Program's criteria for determining whether a vendor applicant is expected to meet the more than 50% criterion. (Appendix A)
6. Disputes regarding WIC check payments, vendor claims, and associated administrative fees.

THIS SECTION TO BE COMPLETED BY VENDOR OWNER, PARTNER, MEMBER, FRANCHISEE OR CORPORATE REPRESENTATIVE:

The undersigned represents that he or she is the owner, partner, member, franchisee or authorized representative or has the authority to contract for and on behalf of the retail vendor. By signing below, the vendor agrees to the general conditions and the terms of this agreement including all appendices.

Signature of owner, partner, member, franchisee or representative*	Date
Print name of owner, partner, member, franchisee or representative	Title

* If this signature is not that of the owner, partner, member, franchisee, attach a copy of a document that authorizes the representative to sign and contract for on behalf of this business.

THIS SECTION TO BE COMPLETED BY THE WIC PROGRAM

By signing below, the WIC Program agrees to the general conditions and the terms of this agreement including all appendices.

Signature of WIC Program Director	Date
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THIS AGREEMENT BETWEEN THE STATE OF CONNECTICUT, DEPARTMENT OF PUBLIC HEALTH, SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC PROGRAM) AND THE VENDOR NAMED IN THIS AGREEMENT SHALL BE IN EFFECT FROM:

2015/2016 WIC VENDOR AGREEMENT –APPENDIX A - VENDOR SELECTION CRITERIA

The Vendor Selection Criteria below must be met by all vendors at the time of authorization and must be maintained throughout the agreement period. The WIC Program may reassess any authorized vendor at any time during the vendor's agreement period using the vendor selection criteria in effect at the time of the reassessment and shall terminate the agreements upon failure to meet them. Vendors who do not meet the following criteria will be non-selected for authorization:

- A vendor must submit a complete application package before the last acceptable deadline date. If incomplete at the time of the initial submission, a vendor will receive 15 days from the date of notification of the deficiency to cure such deficiency, and to file a completed application package.
- A vendor must be open at least ten (10) consecutive hours a day, six days a week.
- Falsification of any significant information required during the enrollment process shall be a basis for denial of participation.
- A vendor must attend all assigned mandatory training sessions.
- A vendor must not be expected to derive more than 50% of its annual food sales revenue from the acceptance of WIC checks/eWIC cards. Food sales means sales of all foods, based on all payment methods that are eligible items under SNAP. These include breads and cereals, dairy products, fruits and vegetables, meat, fish, and poultry, as well as non- alcoholic beverages, snack foods, soft drinks, candy, ice, and seeds and plants intended to grow food.
- A vendor must provide, upon request, total food sales revenue, based on the definition of SNAP eligible food items, for a stated period of time and must be verifiable or documented.
- A vendor must post product prices, either on the store shelf in front of the item, on the product itself or, in the case of chilled or frozen items, on a sign attached to the door of a cooler or freezer in front of the food item.
- A vendor must have and maintain the established WIC Program Minimum Inventory Requirements. (See Appendix B).
- A vendor must meet established competitive pricing criteria, which involve the ranking, by peer group, of the price index of all vendors. The price index is calculated by using each vendor's reported prices for WIC food items. Each vendor's price index is then compared to the average price index for the peer group with which it is associated. Vendors whose prices exceed the state's maximum allowable prices for that peer group will be asked to lower their prices. Vendors are assigned to peer groups based on population density in the ZIP code area of the store and the number of checkout lanes or the number of cash registers in the store. There are three population density groups (population density of 1-1500 people per square mile, 1501-3000 people per square mile, and over 3000 people per square mile). There are three cash register groups (1-3 cash registers, 4-9 cash registers, and 10 or more cash registers). Vendors that are in the same population density and cash register group are placed in a peer group. There are a total of 9 basic peer groups, as described above. Pharmacies are divided into two peer groups: one for large chain pharmacies and the other for small chain and independent pharmacies. In addition, a vendor's price for any WIC check type must not be higher than the maximum not-to-exceed price for its peer group. The maximum not to exceed prices are based on average vendor prices for WIC food items and are used by the WIC Program bank to determine if a particular WIC check exceeds the maximum reimbursement level for that check type and peer group.
- A food store vendor, excluding pharmacies, must be currently authorized by the Supplemental Nutrition Assistance Program (SNAP) and must provide the FNS number prior to receiving WIC authorization.
- A vendor must not be currently disqualified from SNAP or must not have been assessed a SNAP civil money penalty for hardship, and the disqualification period that would otherwise have been imposed has not expired.
- A vendor applicant or current owners, officers or managers must not have been convicted of or had a civil judgment entered against them within the last six (6) years for any activity indicating a lack of business integrity, including, but not limited to, fraud, antitrust violation, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, receiving stolen property, making false claims, or obstruction of justice.
- A vendor must purchase infant formula only from wholesalers, distributors, retailers and manufacturers who appear on the WIC Program's list of authorized formula distributors, which is provided by the WIC Program to vendors.

- A vendor must not have paid more than \$2,500 in fines related to State Agency-established sanctions in the last three (3) years.
- Vendors must maintain sufficient WIC redemptions, defined as averaging more than twenty-five WIC checks/eWIC cards per month within the most recent three-month period.
- The WIC Program shall not authorize a vendor applicant if it determines that its previous owner sold the store in an attempt to circumvent a WIC sanction.
- A vendor must not offer, or intend to offer, incentive items solely to WIC customers, and must offer WIC customers the same courtesies that are offered to non-WIC customers.

Note: Except for the Minimum Inventory Requirements, an exception may be made to the selection criteria where adequate participant access does not exist as determined by the WIC Program.

2015/2016 WIC VENDOR AGREEMENT –APPENDIX B - MINIMUM INVENTORY REQUIREMENTS

For food stores, all food items below are required of vendor applicants awaiting pre-authorization visits and all currently authorized food stores. For pharmacies, only infant formula is required of vendor applicants awaiting pre-authorization visits and all currently authorized pharmacies.

The vendor must maintain each of the following WIC approved foods in the quantities stated on the shelves and store premises at all times. To ensure constant availability of WIC foods to WIC customers, a vendor may have to stock these food items in larger quantities than is required. See the WIC Approved Food List/Participant ID Booklet for product specifications and brand names that are allowed.

FOOD ITEM	CONTAINER SIZE	MINIMUM QUANTITIES AND REQUIRED NUMBER OF KINDS/TYPES/VARIETIES
Fluid Milk	Gallons Half Gallons	8 gallons: 6 gallons of 1% (Lowfat/Light), or Skim (Fat Free/Nonfat) combined PLUS 2 gallons of Whole (least expensive brand) <u>AND</u> 8 half gallons of milk: 6 half gallons of 1% (Lowfat/Light), or Skim (Fat Free/Nonfat) combined PLUS 2 half gallons of Whole (least expensive brand)
Evaporated Milk	12 oz. cans	12 cans of evaporated milk (least expensive brand)
Cheese	Prepackaged (16 ounces) Deli American (1 Pound)	2 varieties of cheese and 2 pounds/32 oz. of each variety (least expensive brand)
Eggs	1 dozen carton	4 dozen large white <u>or</u> brown eggs (least expensive brand).
Juice	11.5 or 12 oz. cans of concentrate <u>AND</u> 64 oz. plastic bottles of fluid	3 varieties with combined total of: 12 cans of frozen or liquid concentrate juice <u>AND</u> 12 plastic bottles of fluid juice
Fruits	Pounds, pieces, cans bags, boxes	\$25 worth (at retail prices) and at least 2 varieties total. 2 varieties (different) must be fresh fruits Other varieties may be canned or frozen.
Vegetables (No potatoes, except sweet potatoes/yams)	Pounds, pieces, cans bags, boxes	\$25 worth (at retail prices) and at least 2 varieties total. 2 varieties (different) must be fresh vegetables Other varieties may be canned or frozen.
Whole Wheat/Whole Grain Bread Whole Wheat/Soft Corn Tortillas	1 pound (lb.) loaves 16 oz (1 lb.) packages	6 units total: 2 packages of Whole Wheat or Whole Grain Bread <u>AND</u> 4 packages of WIC approved Breads or Tortillas
Legumes – Dry and Canned Beans, Peas, Lentils	1 pound (lb.) bag 15-16 oz. cans	2 varieties with combined total of: 4 bags of dry <u>AND</u> 8 cans of beans, peas or lentils (least expensive brand)
Canned Tuna Fish	5 oz. can	6 cans of light tuna(least expensive brand)
Hot Cereal	14 oz. box or larger	1 variety and 2 boxes of that variety.
Cold Cereal	14 oz. or larger bags, boxes	3 varieties of cold cereal and 3 boxes of each variety. At least one variety must be whole grain.
Peanut Butter	16-18 oz. container	1 variety and 3 jars of that variety (least expensive brand).
Baby Food – Fruits & Vegetables	4 oz. jars only -Beech-Nut Classics brand- Stage 2	36 jars of Beech-Nut baby food fruits and 2 varieties 36 jars of Beech-Nut baby food vegetables and 2 varieties
Infant Cereal (plain)	8 oz. box-Beech-Nut brand only	2 varieties of Beech-Nut infant cereal and 3 boxes of each variety
Infant Formula	Full boxes of six bottles, 8 oz. concentrate (1.5 QT) = one unit <u>AND/OR</u> 12.5 oz. cans of powder= one unit	24 units of Enfamil Premium Infant, in any combination of six bottle boxes of 8 oz. concentrate or 12.5 oz. cans of powder

Any WIC-approved food or infant formula item that is not listed as a minimum inventory requirement, but is printed on a WIC check, must be made available to any WIC customer upon request within 48 hours of the request.

** Only those items that are in good condition (undamaged) and are not beyond the expiration date or have not exceeded its “sell by”, “best if used by”, “manufacturer suggested”, or other date limiting the sale or use of the food item shall be considered. Refer to the WIC Program Food List for the approved WIC foods.

2015/2016 WIC VENDOR AGREEMENT—APPENDIX C - REQUIREMENTS FOR RECEIVING AND TRANSACTING WIC CHECKS/eWIC CARDS

Do not have a checkout lane designated only for WIC transactions. The entire WIC transaction must occur at the vendor's location that is listed on the WIC Vendor Agreement. Home deliveries are not permitted under the retail food delivery system that is used in Connecticut.

- Accept a WIC check only from a WIC customer.
- Ask the WIC customer for their Approved Food List/Participant ID Booklet. No other form of identification may be requested.
- Compare the Family ID Number and the Payee's Name on the ID with the same information on the WIC check. This information must agree.
- Review the "First Day to Use" and the "Last Day to Use" on the check. If the current date is not on or between these dates, do not accept the check.
- Examine the check for alterations. If there are any changes to the dates, types or quantities of food, names, etc., do not accept the check.
- Allow the purchase of the WIC foods printed on a WIC check or authorized on the WIC Approved Food List. A WIC customer must purchase the least expensive brand at the time of the purchase when required on the WIC Approved Food List. A WIC Approved Food List must be kept at the checkout lane or cash register.
- Make sure that the quantities of the WIC food items purchased do not exceed the quantities listed on the check, except for WIC checks/eWIC cards for fruits and vegetables. A WIC customer is allowed to buy less than the amount printed on a check, including omitting an entire WIC food item.
- Do not allow store credit, IOU's or rain checks in exchange for items not taken at the time of the purchase.
- Determine the total purchase price of the WIC food items purchased. The cashier or the WIC customer is permitted to enter the purchase price on WIC checks/eWIC cards in the "Actual \$ Amount of Sale" box. The price entered on a WIC check for fruits and vegetables is the actual price of the items purchased if the value is equal to or less than the maximum value of the check (\$5.00, \$6.00, or \$8.00). If the total purchase price goes over the maximum value of a WIC check for fruits and vegetables the price to be entered is the maximum value of the check (\$5.00, \$6.00 or \$8.00)
- Allow participants to pay the difference between the purchase price and the maximum amount of the fruits and vegetables check. The difference may be paid with other WIC checks/eWIC cards for fruits and vegetables, cash, credit/debit card, EBT, or other forms of payment that your store allows.
- No change is returned to the participant for the difference between the purchase price and the maximum amount of a fruits and vegetables check when the value of the purchase is less than the maximum amount.
- The purchase price must be entered in black ink before the WIC check is signed. Do not use the dollar (\$) symbol when recording the price on a WIC check.
- Ensure the WIC customer signs and dates the WIC check in black ink in the presence of the cashier after the purchase price has been entered. The date must be the current date. The cashier may help the WIC customer with the date, but the date must be entered at the time the check is signed. The date should be in the mm/dd/yy format.
- Once the check is signed, the cashier must compare the signature on the WIC check with the signature of the payee, alternate, or caretaker on the back of the Approved Food List/Participant ID Booklet. If the signatures do not match, the WIC check cannot be accepted and the transaction cannot be allowed.
- All food that was purchased must be taken at the time of the transaction.

2015/2016 WIC VENDOR AGREEMENT –APPENDIX D - REQUIREMENTS FOR PRICING AND REDEEMING WIC CHECKS/eWIC CARDS

- Do not redeem a WIC check taken by an unauthorized store or any other WIC vendor. Do not assign or transfer a WIC check to another party. Do not use a WIC check for purchasing merchandise or commodities or for payment of any debt.
- Only charge prices for WIC food items that have been reported to the WIC Program in writing. Report all price changes on WIC food items, in writing, with as much advance notice as possible. All vendor prices must meet the WIC Program's price limitations. Vendors must maintain a history of shelf prices for all WIC food items for the most recent three-year period. Prices are not collected for fruits and vegetables.
- Never charge a WIC customer money for approved WIC foods obtained with a WIC check, except for WIC checks/eWIC cards for fruits and vegetables where the purchase price exceeds the maximum amount.
- Never charge a WIC customer more for WIC food items than other customers.
- Never collect sales tax on approved WIC foods obtained with a WIC check.
- Offer a WIC customer the same courtesies offered to other customers. Vendor's must accept manufacturer's coupons from a WIC customer and allow other store promotions such as store savings cards, "buy one, get one free" offers, and any other types of sales to a WIC customer if these are being offered to other customers. If a manufacturer's coupon or other store promotion results in lowering the price of a WIC approved food item below the equivalent least expensive brand, a WIC customer must be allowed to purchase it.
- Affix the State-issued WIC vendor stamp in the space provided on a WIC check prior to deposit using black ink. Never use a WIC stamp that was not issued by the WIC Program or one that was issued to another store. Never use a stamp that was reported lost or stolen. Maintain secure storage for the WIC vendor stamp and ensure that only authorized personnel have access to the stamp.
- If the stamp impression is not dark, bold, and clear, the vendor number may be written in bold, black ink next to the stamp impression.
- Deposit a valid WIC check in the store's business bank account that is reported on the WIC Vendor Agreement. The deposit must be made within 60 days from the "first day to use" which is printed on the check.
- Report any change of bank or bank account to the WIC Program in writing.

2015/2016 WIC VENDOR AGREEMENT –APPENDIX E - MONETARY CLAIMS

When a vendor commits violations while accepting, transacting, or redeeming a WIC check, the WIC Program's bank may reject the check. A rejected WIC check may serve as the vendor's notice that violations associated with a check have been determined and payment has been denied. The following numbered 1-5 are fatal errors and WIC checks/eWIC cards that contain these errors will not be paid.

1. Post dated - redeemed before the "first day to use."
2. Stale dated – deposited more than 60 days after the first day to use.
3. Altered in any way.
4. Missing the WIC customer's signature.
5. Missing the purchase price.

The bank shall reject a WIC check that is: Missing the WIC vendor stamp imprint or the imprint is illegible. These checks may be re-deposited after properly imprinting the stamp or boldly writing in the vendor number with black ink next to the original vendor stamp impression, if done before the last day to deposit (60 days from the first day to use).

The bank shall reject a WIC check that is: In excess of the maximum dollar value of the check.

A vendor will have an opportunity to submit corrections or justifications for rejected checks. Checks that are rejected for the dollar amount exceeding the maximum limit or checks rejected as a result of a banking system error may be reimbursed. All rejected checks that are submitted by vendors for payment approval must be mailed within 45 days of the date the checks were rejected along with a written justification for or correction of any errors. Vendors cannot justify check errors if they routinely occur. Vendors should provide continual cashier training to avoid repeated violations. If the WIC Program accepts the vendor's correction or justification, the check will be paid for the appropriate amount and the vendor will be charged a \$5.00 administrative fee for each check paid. All rejected checks that have been approved for payment by the State WIC Office must be deposited within 3 days of receipt of the revaluated check.

A post-payment claim may be established after a WIC check has been paid. In cases of post-payment claims, written notification will be provided to the vendor describing the errors and stating the claim amounts for the following reasons:

- The WIC Program performs post-payment check audits. If the WIC Program determines that a vendor has charged prices on a WIC check higher than those reported to the Program in writing or in excess of the maximum for any WIC food item, a claim will be established for the difference.
- The WIC Program conducts inventory audits to determine if a vendor's purchases of WIC food items can support the amount of WIC food items provided to WIC customers that is represented by the vendor's redeemed WIC checks/eWIC cards. If a shortfall is determined, a claim will be established for the unsupported number of WIC food items times the vendor's average price of the items during the audit period.
- Any overcharges or errors made on WIC checks/eWIC cards discovered during undercover compliance buys are also subject to vendor claims.

Payment of vendor claims does not preclude the WIC Program from assessing sanctions associated with the violations.

All monetary claims and administrative fees must be paid within 30 days of the date of the notice. All remittances must be made with a certified bank check or money order and payable to Treasurer – State of Connecticut, Department of Public Health.

2015/2016 WIC VENDOR AGREEMENT –APPENDIX F –
WIC PROGRAM DISQUALIFICATIONS, CIVIL MONEY PENALTIES AND FINES

WIC Program violations shall be determined by investigation, which includes on-site monitoring, check audits, inventory audits and undercover compliance buys by the WIC Program, USDA staff, or their designees. The intent to commit a violation versus inadvertent human error is not a distinction that the WIC Program must establish in order to impose sanctions. Sanctions are imposed in order to protect the integrity and the nutritional goals of the WIC Program.

FEDERAL MANDATORY SANCTIONS

Description of Violation	Number of Incidences or Pattern	Length of Disqualification
1. Judicial conviction of trafficking in WIC checks/eWIC cards or selling firearms, ammunition, explosives or controlled substances in exchange for WIC checks/eWIC cards.	One	Permanent
2. Administrative finding of buying or selling WIC checks/eWIC cards for cash (trafficking) or selling firearms, ammunition, explosives or controlled substances in exchange for WIC checks/eWIC cards.	One	6 Years
3. Sale of alcohol or alcoholic beverages or tobacco products in exchange for WIC checks/eWIC cards.	One	3 Years
4. Claiming reimbursement for the sale of an amount of a specific WIC food that exceeds the store's documented inventory of that WIC food for a specific period of time.	Shortfall of one WIC food in three consecutive months or shortfall of three or more WIC foods in one month.	3 Years
5. Overcharging on WIC checks/eWIC cards.	Three or more	3 Years
6. Receiving, transacting and/or redeeming WIC checks/eWIC cards outside of authorized channels, including the use of an unauthorized vendor and/or unauthorized person.	Three or more	3 Years
7. Charging for WIC food not received by the WIC customer.	Three or more	3 Years
8. Providing credit or non-food items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives or controlled substances in exchange for WIC checks/eWIC cards.	Three or more	3 Years
9. Providing unauthorized food items in exchange for WIC checks/eWIC cards, including charging for WIC food provided in excess of those listed on the WIC check.	Three or more	1 Year
11. Disqualification from the Supplemental Nutrition Assistance Program (SNAP) or a civil money penalty in lieu of a SNAP disqualification when adequate WIC participant access exists.	One	Same as the SNAP disqualification, but does not need to be concurrent.

On a case by case basis, the WIC Program will determine if a warning for the initial occurrence of violations numbered; 5 through 10 will be issued prior to documenting another violation. The WIC Program has the discretion to determine which factors to consider and how much weight to give to each factor. A warning will not be issued if the WIC Program determines that, if by doing so, an investigation would be compromised.

When a completed investigation determines that a pattern of violations that requires a Federal Mandatory Sanction was not established, a warning letter will be issued to the vendor.

The WIC Program shall not accept voluntary withdrawal or use non-renewal of the vendor agreement as an alternative to disqualification for Federal Mandatory Sanctions.

Prior to imposing a disqualification for Federal Mandatory Sanctions numbered 2 through 11, the WIC Program shall determine, and document in the vendor file, whether the disqualification would result in inadequate participant access.

If the WIC Program determines that a disqualification would result in inadequate participant access, then a civil money penalty shall be assessed in lieu of disqualification for Federal Mandatory Sanctions numbered 2 through 11. The amount of the civil money penalty shall equal the average monthly WIC redemptions for the six-month period ending with the month immediately preceding the month during which the notice of sanction is dated, multiplied times ten percent (.10), and then multiplied times the number of months for which the vendor would have been disqualified. The civil money penalty shall not exceed eleven thousand dollars (\$11,000) for each violation. If multiple violations are revealed by a single investigation, the total civil money penalty shall not exceed forty-nine thousand dollars (\$49,000).

When during the course of a single investigation, the WIC Program determines that the vendor has committed multiple violations (which may include violations subject to state agency-established sanctions), the WIC Program shall disqualify the vendor for the period corresponding to the most serious mandatory violation. However, the WIC Program shall include all violations in the notice of sanction. If a mandatory sanction is not upheld on appeal, then the WIC Program may impose state agency-established sanctions.

When a vendor who had previously been assessed a Federal Mandatory Sanction numbered 2 through 11 receives the same or another mandatory sanction, the WIC Program shall double the sanction for the second violation. Civil money penalties may also be doubled, but only to the extent of eleven thousand dollars (\$11,000) per violation up to the maximum of forty-nine thousand dollars (\$49,000) for multiple violations. When a vendor who had previously been assessed two Federal Mandatory Sanctions numbered 2 through 11 receives a third or subsequent mandatory sanction for the same or other Federal Mandatory Sanction, the WIC Program shall double the sanction for the violation. The WIC Program shall not impose a civil money penalty in lieu of disqualification for the third and subsequent mandatory violations.

If a vendor does not pay, only partially pays, or fails to timely pay a civil money penalty either within fifteen (15) days of the notice of the sanction or within the terms of an installment plan, including interest, the WIC Program shall disqualify the vendor. The length of the disqualification shall correspond to the violation for which the civil money penalty was assessed or, in cases where a mandatory sanction included the imposition of multiple civil money penalties, for a period corresponding to the most serious violation.

STATE AGENCY-ESTABLISHED SANCTIONS

Class A Violations: A one-year disqualification shall be assessed for any of the following violations in this class:

- Not providing refunds or not paying fines by the due date as requested by the WIC Program.
- Using a counterfeit WIC vendor stamp.
- Forging the signature of a WIC participant/alternate or a designee of the WIC Program on any WIC document.

Class B violations: After issuance of one (1) warning letter for any violation, a six-month disqualification or a five hundred dollar (\$500.00) fine in lieu of disqualification shall be assessed for each occurrence of any of the following violations in this class. The WIC Program will not issue a warning for each separate violation. After issuance of the warning letter, upon accumulation of five (5) Class B violations within a twelve-month period, a one-year disqualification shall be imposed. The option to pay a fine shall not be available at that time:

- Not providing information as requested by the WIC Program within the time frame that is stated.
- Not entering the purchase price in ink on a WIC check at the time of the purchase.

Class C violations: After issuance of one (1) warning letter for any violation in this class, a three-month disqualification or a two hundred fifty dollar (\$250.00) fine in lieu of disqualification shall be assessed for each occurrence of any of the following violations in this class. The WIC Program will not issue a warning for each separate violation. After issuance of the warning letter, upon accumulation of five (5) Class C violations within a twelve-month period, a one-year disqualification shall be imposed. The option to pay a fine shall not be available at that time:

- Redeeming an altered WIC check.

- Not attending assigned training sessions.
- Allowing the return of any WIC purchases other than for identical WIC food items that are damaged, spoiled, or has exceeded its “sell by”, “best if used by”, “manufacturer suggested”, or other date limiting the sale or use of the food item.
- Providing false information other than in connection with an application for authorization.

Class D violations: After issuance of one (1) warning letter for any violation in this class, a one hundred twenty-five dollar (\$125.00) fine shall be assessed for each occurrence of any of the following violations in this class. The WIC Program will not issue a warning for each separate violation. After issuance of the warning letter, upon accumulation of five (5) Class D violations within a twelve-month period, a six-month disqualification shall be imposed. The option to pay a fine shall not be available at that time.

- Not posting all WIC food prices on the item itself or on the shelf or door in front of the item.
- Not having the minimum inventory of WIC-approved foods on shelves at all times.
- Not providing savings to WIC customers through coupons or store offered promotions.
- Not checking the WIC Participant ID Booklet at the time of purchase.
- Not verifying the WIC customer signature at the time of purchase.
- Not having the WIC customer date a WIC check, after signing it, on the day of the transaction.
- Accepting a WIC check before the “first day to use” or after the “last day to use” as specified on the check.
- Providing incentive items solely to WIC customers and/or not offering WIC customers the same courtesies that are offered to non-WIC customers

If the option to pay a fine in lieu of disqualification for Class B or Class C violations is elected, the total amount of the fine is payable on or before the date the disqualification would have been effective. The notification of intent to pay the fine shall be received at the department of Public Health within seven (7) days of receipt of the WIC Program sanction letter. Any fines levied for Class D violations are payable fifteen (15) days after receipt of the WIC Program sanction letter.

The WIC Program shall determine and document in the vendor file whether a disqualification based on state agency established sanctions would result in inadequate participant access. If the WIC Program determines that there shall be undue hardship for WIC participants if a vendor is disqualified based on a State Agency Established Sanction, the store shall be allowed to remain on the program until such time that undue hardship no longer exists. A fine of two thousand five hundred dollars (\$2,500.00) shall be paid by the vendor to continue to accept WIC checks/eWIC cards. A review may be requested to determine if the disqualification is warranted. At such time that the WIC Program determines that undue hardship no longer exists, the vendor shall be notified that the original disqualification shall be effective fifteen (15) days after receipt of the letter. The vendor may request a review for the sole purpose of arguing the issue of undue hardship.

A fine is payable fifteen (15) days from the receipt of the notice. If payment of the fine is not paid, only partially paid, or not timely paid, the WIC Program shall disqualify the vendor for the length of the disqualification corresponding to the violation(s) documented in the notice up to a maximum of one (1) year.

If a vendor is assessed a settlement fine, or any other monetary penalty or fee relating to a disqualification from SNAP, a WIC civil money penalty shall be assessed the vendor equal to the FNS penalty.

State agency-established sanctions do not apply to vendors that do not meet selection criteria during an authorization, re-authorization or reassessment process.

The WIC Program shall not accept voluntary withdrawal or use non-renewal of the vendor agreement as an alternative to disqualification for state-agency established sanctions.

Warnings that are related to state agency-established sanctions shall remain active during the entire term of the store’s current ownership.

NOTE: All payments of fines or civil money penalties must be made by certified check or money order payable to the Treasurer – State of Connecticut, Department of Public Health.

2015/2016 WIC VENDOR AGREEMENT - APPENDIX G - ADMINISTRATIVE REVIEW PROCEDURES

- Vendors will be provided with written notification whenever an adverse action is taken. The notification will include the procedure to follow to obtain an administrative review, the time period in which to appeal, and the cause for and the effective date of the action. When a vendor is disqualified due in whole or in part to a Federal Mandatory Sanction violation numbered 1 through 11 in Appendix F, such notification shall include the following statement: "This disqualification from WIC may result in disqualification as a retailer in the Special Supplemental Nutrition Assistance Program." Such disqualification is not subject to administrative or judicial review under SNAP."
- Requests for review must be received by the department within 7 days of receipt of the adverse action letter.
- A vendor that appeals an adverse action for non-selection or disqualification will not be permitted to continue Program operations (will not be allowed to accept WIC checks/eWIC cards) while its appeal is in process.
- The vendor will be provided with adequate advance notice of the time and place of the administrative review to provide all parties involved sufficient time to prepare for the review.
- The vendor will have up to two opportunities to reschedule the administrative review date upon specific written request.
- The vendor will have the opportunity to present its case and to cross-examine adverse witnesses. When necessary to protect the identity of WIC Program investigators, such examination may be conducted behind a protective screen or other device.
- The vendor will have the opportunity to be represented by counsel at any review proceeding.
- Prior to the review, the vendor will have an opportunity to examine the evidence upon which the WIC Program's action is based. The review record will be sent to the vendor at least 10 days prior to the review date.
- An impartial decision-maker will be assigned to the appeal. The decision-maker's determination is based solely on whether the WIC Program has correctly applied Federal and State statutes, regulations, policies, and procedures governing the Program, according to the evidence presented at the review. The State agency may appoint a reviewing official, such as a chief hearing officer or judicial officer, to review appeal decisions to ensure that they conform to approved policies and procedures.
- Written notification of the review decision, including the basis for the decision, will be issued within 90 days from the date of receipt of a vendor's request for an administrative review. This timeframe is only an administrative requirement for the State agency and does not provide a basis for overturning the WIC Program's adverse action if a decision is not made within the specified timeframe.
- If the adverse action under review has not already taken effect, the State agency shall make the action effective on the date of receipt of the final decision by the vendor.
- If the final decision upholds the adverse action against the vendor, the State agency shall inform the vendor that it may be able to pursue judicial review of the decision.

2015/2016 WIC VENDOR AGREEMENT - APPENDIX H - GLOSSARY

Change of ownership means a transfer of more than 50 % of the interest in a vendor's business entity within a one-year period or a change in business entities except for a change from sole proprietorship to a single-member limited liability company or single-shareholder corporation where the sole proprietor is the member or shareholder and when there is a change from one entity to another, e.g., a corporation to a limited liability company when the business retains the same federal tax identification number.

Change of location means an authorized WIC vendor, under the same ownership and same tax ID number, relocates the business. If the distance moved is greater than one mile, the agreement will be terminated.

Check audit means a review of a vendor's redeemed WIC checks/eWIC cards to determine if the vendor has overcharged the WIC Program.

Compliance buy means a covert, on-site investigation in which a representative of the Program poses as a WIC customer and transacts one or more WIC checks/eWIC cards, and does not reveal during the visit that he or she is a Program representative.

Days mean calendar days. If a "due date" falls on a State holiday or weekend, the due date is the next business day.

Disqualification means the act of ending the authorization of a vendor, whether as a punitive sanction or for administrative reasons.

Inventory audit means the examination of food invoices or other proofs of purchase to determine whether a vendor has purchased sufficient quantities of WIC food items to provide participants the quantities specified on WIC checks/eWIC cards that have been redeemed by the vendor during a given period of time.

Investigation means the use of on-site monitoring, check audits, inventory audits, and undercover compliance buys to determine if a vendor is committing Program violations. An undercover compliance investigation is considered complete when the WIC Program determines that a sufficient number of compliance buys have been conducted to provide evidence of Program noncompliance or when two consecutive compliance buys have been conducted in which no Federal Mandatory Sanction violations are found.

Lack of business integrity means fraud, antitrust violation, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, receiving stolen property, making false claims, or obstruction of justice. Examples include but are not limited to liquor, cigarette or tax violations, falsifying invoices, etc.

Last day to deposit a WIC check means 60 days from the "first day to use" which is printed on the WIC check.

Number of incidences or pattern means the number of individual WIC check transactions that result in a violation(s) during an investigation except for violation number 4 in Appendix F.

On-site monitoring means overt monitoring to determine compliance with program rules and procedures.

Prepackaged means packaged at the manufacturer.

Retail food delivery system means a system in which WIC customers exchange WIC checks/eWIC cards for approved WIC foods at the vendor's fixed location that is covered by the WIC Vendor Agreement.

SNAP means The Supplemental Nutrition Assistance Program, formerly the Food Stamp Program.

Unauthorized food means any food items or package sizes not included in the Approved Food List/Participant ID Booklet or not printed on a WIC check. Unauthorized food may be a WIC approved food that is substituted for a different food item that is printed on a WIC check.

Vendor means a sole proprietorship, partnership, cooperative association, corporation, or other business entity operating one or more stores authorized by the WIC Program to provide authorized WIC foods to participants under a retail food delivery system.

Each store operated by a business entity constitutes a separate vendor and must be authorized separately from other stores operated by the business entity. Each store must have a single, fixed location. A vendor may be a food store, pharmacy or farmer.

Vendor authorization means the process by which the WIC Program assesses, selects, and enters into agreements with stores that apply or subsequently reapply to be authorized as vendors.

Vendor overcharge means intentionally or unintentionally charging the WIC Program more for authorized WIC foods than is permitted under the vendor agreement.

Vendor selection criteria means the criteria established by the WIC Program to select individual vendors for authorization consistent with the requirements in §246.12(g)(3) and (g)(4).

Vendor violation means any intentional or unintentional action of a vendor's current owners, officers, managers, agent, or employees (with or without the knowledge of management) that violates the vendor agreement or Federal or State statutes, regulations, policies, or procedures governing the Program.

WIC means the Special Supplemental Nutrition Program for Women, Infants and Children authorized by the Child Nutrition Act of 1966.

WIC check for fruits and vegetables means a WIC check that has a stated value of \$5.00, \$6.00, \$8.00 or \$8.50 and is the equivalent to the cash value check (CVV) in the Federal Regulations that allows the purchase of all fruits and vegetables, except potatoes.

WIC Approved Foods means all foods, which are approved by the WIC Program and provided to a participant by the WIC Program. Each participant's approved foods in the specific sizes allowed are listed in the Approved Food List/Participant ID Booklet or printed on a WIC check.

WIC customer means a participant, parent or caretaker of an infant or child participant, or proxy (alternate).

Contact Us:

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www.ct.gov/dph/wic**

Appendix F COMPLIANCE BUY REPORTS**STATE OF CONNECTICUT - DEPARTMENT OF PUBLIC HEALTH**
WIC PROGRAM - AUTHORIZED VENDOR COMPLIANCE BUY REPORTVendor name: Quick Shop MartAddress: 410 Capitol Ave
Hartford, CT

1. I, Terese Rodriguez, make the following statements freely and voluntarily, knowing this report may be used as evidence.
2. On 05/10/15 (date) at about 3:00 a.m. p.m., I entered the above named store.
3. Prices were were not indicated for all items purchased.
The following item(s) did not have prices either on the item itself or on the shelf or door in front of the item:

4. Choose one:
 The price was written on the check (s) by the clerk buyer at the time of the purchase.
 The total cost of the items purchased was not written on the check (s) by the clerk or myself at the time of the purchase.
5. The clerk did did not ask for my WIC identification card/folder.(N/A for eWIC card)
The clerk did did not verify my signature with the WIC identification card/folder. . (N/A for eWIC card)
6. I left the store at 3:07 a.m. p.m.. I wrote this report beginning at
3:10 p.m. 2 minute (s) after leaving the store.

Check number (s) used:2895553428955535eWIC Card #**Note: Copies of credit slips, original receipts, and cash received must be returned with this report.**Buyer's initials **TR**

Vendor Name: Quick Shop Mart Date of visit: 05/10/15

NARRATIVE REPORT OF ACTUAL PURCHASE

Please give a factual description of your experience in the store. Describe what you did, and describe what any store employees did. Discuss what items you were able to purchase or not able to purchase including brand types and quantities. Report all relevant conversations.

I went to the above name store and picked up a gallon of Orange Juice and 1 box of Cream of Wheat (hot cereal) . I brought them to the counter, handed the cashier my WIC checks and ask the woman if I could get cigarette or something else.

The woman told me that she was not able to do that this time because she didn't want to get in trouble with the WIC Program. The woman said I've never seen you before; I told her that I recently moved to the area. I ask the woman if I could get a different cereal because my children don't like the WIC approved cereal. She told me that she will only do it this time. She handed me a pen and told me to sign the check. She put the checks under the register, bagged my items and said thank you. I asked the woman if I could bring in the rest of my checks and get credit for them since I have a lot of checks and I don't have a car. She said she'd have to ask her boss.

Buyer's initials **TR**

Vendor Name: Quick Shop Mart Date of visit: 05/10/15**SUMMARY OF ITEMS PURCHASED**

Quantity	Size	Brand	Item	Price of Each Item
1	18oz	Cream of Wheat	Hot cereal	\$4.99
1	128oz	Guida	Orange Juice	\$5.99

BUILDING DESCRIPTION

<u>Type and color of structure:</u>	Brick, 3 story building with white trim
<u>Color of store sign:</u>	White back ground with red and black letters

PHYSICAL DESCRIPTION OF CASHIER

Name Maria Approx. Weight/Build _____

Sex M F Hair Color Brown Approx. Age 35 Approx. Height 150

Other Identifying Information Cashier has a skeleton Tattoo on her right hand

COMMENTS**CERTIFICATION**

I have read this report, consisting of three (3) pages, and hereby certify that it is true and correct. I have signed or initialed each page and have been given the opportunity to make any necessary corrections or additions.

Buyer's Signature: Terese RodriguezTitle: BuyerDate: 5-10-2015

STATE OF CONNECTICUT - DEPARTMENT OF PUBLIC HEALTH
WIC PROGRAM -UNAUTHORIZED VENDOR COMPLIANCE BUY REPORT

Vendor name: Quick Shop Mart

Address: 410 Capitol Ave
Hartford, CT

2. I, Terese Rodriguez, make the following statements freely and voluntarily, knowing this report may be used as evidence.

1. On 05/15/15 (date) at about 10:00 a.m. p.m., I entered the above named store.

2. The clerk did accept did not accept the WIC check (s) offered as payment for the items purchased.

3. I left the store at _____ a.m. p.m.. I wrote this report beginning at _____ a.m. p.m., _____ minute (s) after leaving the store.

Check number (s) used:

Note: Copies of credit slips and original receipts must be returned with this report.

BUILDING DESCRIPTION

Type and color of structure: _____

Color of store sign: _____

PHYSICAL DESCRIPTION OF CASHIER

Name _____ Approx. Weight/Build _____

Sex M F Hair Color _____ Approx. Age _____ Approx. Height _____

Other Identifying Information _____

Buyer's initials _____

Vendor Name: Quick Shop Mart Date of visit: 05/15/15

NARRATIVE REPORT OF ACTUAL PURCHASE

Please give a factual description of your experience in the store. Describe what you did, and describe what any store employees did and discuss what items you were able to purchase. Report all relevant conversations.

Store closed

CERTIFICATION

I have read this report, consisting of two (2) pages, and hereby certify that it is true and correct. I have signed or initialed each page and have been given the opportunity to make any necessary corrections or additions.

Buyer's Signature: Terese Rodriguez

Title: buyer

Date: 5-15-2015

Appendix H REPORT REVIEW CHECKLIST

REPORT REVIEW CHECKLIST

Store name: Quick Shop Mart Date of Buy: 05-10-2015

PLEASE CHECK

INITIALS

- Are the dates and store names on the report the same on all pages and in the photograph?
For authorized store buys, is the answer to question #3 on page 1 consistent with the price information in the summary of items purchased on page 3?
For authorized store buys, are the answers to questions #4 and #5 on page 1 consistent with the statements in the narrative?
Is the correct check number(s) recorded on the 1st page?
For authorized store buys, are the purchased food or non-food items discussed in the narrative listed correctly in the summary of items purchased on the 3rd page?
Are all of the items listed in the summary of items purchase on page 3, shown in the photograph and is the picture clear?
Is the report initialed on the 1st and 2nd page (authorized store buys) & signed and dated on the last page?
Have you checked the entire report to assure that all questions are addressed, either with an answer, "N/A" for not applicable, or unknown, and is all documentation attached?

I have read this report and reviewed it for accuracy, completeness and consistency.

Buyer signature Date

I have reviewed this report and have given the buyer an opportunity to make any necessary corrections or additions and initial any changes.

Reviewer signature Date

Appendix I PRELIMINARY REVIEW TEAM TECHNICAL CRITERIA WORKSHEET

Applicant _____

Criteria:	Bidder's Points	Maximum Points
<p>Organizational Structure: The extent to which the applicant:</p> <ul style="list-style-type: none"> demonstrates successful experience providing similar services. provides at least two examples of recent contracts (within the past 5 calendar years) that demonstrates success and compliance with the corresponding contractual responsibilities. states the hours of operation of the organization and indicates the suitability of these hours to the Scope of Services required. provides at least two references with the name of organization, name of contact person, and telephone numbers that may be contacted to support your description of your experience in providing these services. <p>The extent to which the applicant:</p> <ul style="list-style-type: none"> describes the history of successful contract fulfillment with State of Connecticut agencies including the orderly transfer of services following contract termination or conclusion. Inclusion of the name of the state agency, name of the program, brief description of the program, and the dates in which services were provided. Describes any contract compliance issues including strategies implemented to improve services and the outcome of those measures. 		20
<p>Scope of Services The extent to which the scope of services are clear and cover all requirements by:</p> <ul style="list-style-type: none"> providing a plan for proper supervision and on-going training to all staff involved in WIC investigations, including the frequency and duration of training sessions and the format to be used (in person, group training, workshops, webinars, etc.). A preliminary list must be provided of topics to be covered during training, including but not limited to: investigative procedures and types of compliance investigations; use of WIC checks or eWIC card; the types of program abuse; and the preparation of compliance buy reports. describing the equipment to be provided to compliance buy staff, including the cost and rationale for its use. describing the strategy to ensure accurate matching of items purchased and the stores in which they were purchased, so items from different stores are not co-mingled. describing the type of evidence to be submitted to the State WIC Office along with each compliance buy report and the handling of the items purchased that must be donated. stating the intent to appear and testify when requested by the WIC Program or subpoenaed to an administrative review or court appeal resulting from buyers compliance buys. <p>The extent to which adequate time is allocated to manage the scope of services by:</p> <ul style="list-style-type: none"> describing the plan to perform investigations, including conducting the initial compliance buy within the maximum time allotted from the day the assignment is received to perform the compliance buy. Inclusion of a description of follow up buys detailing the day intervals between the buys as specified by the State WIC Office, and the estimated duration of each compliance buy. describing the strategy to complete a "Compliance Buy Report" for each 		35

<p>buy or attempted buy, including the estimated time of completion, the venue and format suitable for submission as evidence in a court of law.</p> <ul style="list-style-type: none"> describing the plan and the estimated time to route the Compliance Buy Report with the "Report Review Checklist" from the compliance buyer to the State WIC Office, including the role of the person responsible for reviewing reports. 		
<p>Staffing Plan The extent to which the applicant:</p> <ul style="list-style-type: none"> describes how staff, including subcontractors, that will be assigned to this contract, have the appropriate training and experience to perform assigned duties. includes job descriptions, hours per week, hourly rates, and resumes for all professional staff assigned to this project. describes how the staff who will be working on this project is adequate to manage the scope of services. <p>The extent to which the applicant:</p> <ul style="list-style-type: none"> describes the strategy to employ buyers from a variety of ethnic backgrounds (age, race and/or ethnicity, language, etc.), including a plan to identify, contract and utilize the compliance buyers. 		25
<p>Cost Proposal The extent to which a competitive budget is presented:</p> <ul style="list-style-type: none"> Justification of the cost per compliance buy. Justification of the cost per hour of attending court or administrative reviews. 		20
TOTAL		100