



**Government of the District of Columbia
Department of Health
Nutrition & Physical Fitness Bureau
WIC Program Vendor Agreement**

This agreement authorizes _____, hereinafter referred to as the "vendor", to accept food checks issued by the District of Columbia Department of Health, Special Supplemental Nutrition Program for Administration Women, Infants, and Children (WIC), hereinafter referred to as the "State Agency." This agreement covers _____ outlet(s).

PART A — DEFINITIONS

1. The vendor and the State Agency hereby agree to the following definitions to be used in this agreement:
 - a. *WIC* – means the Special Supplemental Nutrition Program for Women, Infants and Children authorized by Section 17 of the Child Nutrition Acts of 1966, 42 U.S.C. 1786.
 - b. *SNAP* – means the Supplemental Nutrition Assistance Program previously known as the Federal Food Stamp Program.
 - c. *Vendor* — shall mean any grocer or pharmacy approved to participate in the District of Columbia WIC Program.
 - d. *Vendor Authorization* – shall mean the process by which the State Agency assesses, selects and enters into agreements with stores that apply or subsequently reapply to be authorized as vendors.
 - e. *Participant* — shall mean pregnant women, breastfeeding women, postpartum women, infants and children who are receiving supplemental foods or food instruments under the WIC Program, and breastfed infants of participant breastfeeding women.
 - f. *WIC Check and Cash Value Check (CVC)* — shall mean the document used by WIC participants to obtain supplemental foods.
 - g. *eWIC* — shall mean Electronic Benefits Transfer.
 - h. *WIC EBT* — shall mean an electronic system that replaces paper food checks with a card for food benefit issuance and redemption at authorized WIC grocery stores.
 - i. *eWIC Cardholder* - shall mean an authorized person (i.e., participant, legal guardian, Authorized Representative, Alternate Authorized Representative or proxy) in possession of a eWIC benefit card. This benefit card allows the eWIC card holder to purchase food/formula item prescribed to one or

more participants assigned to a family's account.

- j. eWIC Food Benefit – shall mean the specific set of foods or formulas prescribed to a family account that can be purchased by a eWIC cardholder during a specified time period. The food benefits may identify the specific food items or a benefit amounts for fruits and vegetables that can be purchased.
- k. eWIC Transaction shall mean an on-line, real time payment method that electronically pays authorized stores for food items purchased by a eWIC cardholder. A eWIC benefit card is issued by the District of Columbia WIC Program to each eligible family account. The eWIC benefit card is used by the eWIC cardholder to purchase food and Cash Value benefits at authorized store.

PART B — PROVISIONS OF AGREEMENT

The vendor hereby agrees to participate in the WIC Program, which is administered by the Department of Health. This agreement shall take effect for three (3) years starting on the _____ day of _____, 20__ and shall continue until the _____ day of _____ 20__ subject to the availability of Federal funds for the purpose stipulated herein, unless terminated as provided in Part C.

- 2. The vendor hereby certifies that it is currently participating in the SNAP and agrees to maintain satisfactory participation in SNAP throughout the term of this agreement.
- 3. The vendor hereby agrees to accept eWIC benefits at the store locations covered by this signed agreement only after receiving official written notification from the State agency granting authorization.
- 4. The vendor agrees to comply with the following general terms and conditions inherent in the selection criteria:

I. Store Premises/Stocking/Pricing:

- a. Be open for business at least 48 hours per week (six (6) days a week minimum).
- b. Be SNAP authorized at the time of application and/or reauthorization and remain in good standing in your state and the District of Columbia.
- c. Be located in a fixed, permanent location;
- d. Meet all local state and federal requirements including sanitation, and building code regulations. Maintain the premises in general sanitary conditions and ensure that mechanical refrigerated areas are maintained at

a temperature of 45 ° degrees Fahrenheit or below. (Mechanical refrigeration is required);

- e. Maintain a minimum of 10,000 square feet of store space (not application to pharmacies);
- f. Have a minimum of three (3) cash registers (not applicable to pharmacies);
- g. Stock all categories of WIC supplemental foods, except special infant formulas;
- h. To deter stolen infant formula from being purchased with WIC food instruments, the State Agency will maintain a list of infant formula wholesalers, distributors and retailers licensed in the state and infant formula manufacturers registered with the Food and Drug Administration. Vendors are required to only purchase infant formula from these sources surnamed.
- i. Provide special formulas within 48 hours for all stores and pharmacies;
- j. Meet the competitive price criteria within the same peer group based on WIC redemptions to remain on the Program;
- k. The District of Columbia will not authorize above 50 percent vendors,;
- l. Comply with minimum stocking requirements for WIC approved foods and infant formulas;
- m. No conflict of interest between the State and local agencies and the vendor;
- n. Comply with all required corrective and financial actions identified from prior WIC authorization or from any FNS Program;
- o. No outstanding fines or penalties owed to the State Agency;
- p. Not disqualified from participation in any other Food and Nutrition Service (FNS) Program or paying a monetary penalty for abuse of such a program. The perspective vendor or vendor employees whose reasonability will include WIC checks and Cash Value Checks must not have a history of WIC and/or SNAP violations;
- q. Ensure the accountable delivery of supplemental foods to participants for all stores;
- r. Absence of prior criminal activities for current owners, officers, or managers, such as convictions of or civil judgments entered against you for any activity indicating a lack of business integrity. Activities indicating a lack of business integrity include fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, receiving stolen property, making false claims, and obstruction of justice;

- s. Notify the public of your participation in the WIC Program by displaying a WIC decal/sign that is provided by the WIC State Agency in a place conspicuous to the public;
- t. Provide access to shelf price records, if available;
- u. Display WIC shelf labels that are provided by the WIC State Agency to stores to identify all WIC approved foods for the District of Columbia;
- v. Submit a current copy of the WIC Program Approved Food Items Price List to the State Agency on a monthly basis. Notify the State Agency of any changes from prices reported on the Price List for WIC approved foods.
- w. Vendors in the WIC Program's direct deposit process used for handling returned food instrument reimbursements;
- x. Continued WIC authorization is dependent on the vendor's ability to generate a annual WIC sales volume of at least \$20,000 for food stores and \$1,000 for pharmacies;
- y. Comply with the terms of this Vendor Agreement, state and federal WIC Program rules, regulations, policies and applicable laws governing the Program, including any changes made during the three-year contract agreement.
- z. Shall not use the WIC acronym or logo, or close facsimiles, in the name of the vendor. (let us discuss this one)
- aa. The vendor may not use the logo on signs that the vendor placed on their storefronts stating that they are WIC authorized. (The vendor will use signs provided by the State Agency stating that they are WIC authorized).
- bb. WIC authorized vendors are restricted from using the WIC acronym or logo in their advertisings and other promotional materials.
- cc. Vendors may not apply stickers, tags or labels that have the WIC logo or acronym on WIC approved products.
- dd. Vendor may use vendor made channel strips or shelf talkers with the WIC acronym or logo to identify WIC approved foods if it is approved by the State agency. (The vendor will use the channel strips and shelf talkers provided by the State Agency to identify WIC approved foods or have the vendor channel strips approved by the State Agency).

II. Monitoring/Training/Store Ownership:

- a. Allow monitoring and inspection of the store premises and procedures to ensure compliance with this agreement and Federal and District of Columbia WIC Program rules, regulations, and policies. This includes, but shall not be limited to, allowance of access to vendor records pertinent to compliance with the terms of this agreement and unannounced on-site monitoring visits. For example, at the request of the reviewer, the food

vendor shall provide access to food instruments negotiated the day of the review. Both Federal and State officials will do monitoring.

- b. Maintain inventory records used for Federal tax reporting purposes and other records the State Agency may require for the period of six (6) months.
- c. Make available upon request, by a representative, the State Agency, the Department of the Comptroller of the United States, at any reasonable time and place for inspection and audit, all food instruments in the vendor's possession and all program-related records.
- d. Attend annual mandatory vendor training as well as accept other training as needed to resolve problems detected by the State Agency.

There must be at least two (2) representatives from the vendor who must participate in training annually. One of the representatives has to be management. Annual vendor training may be provided by the State Agency in a variety of formats, including newsletters, videos, and interactive learning. The State Agency and the vendor will cooperatively arrange the date, time, and location of all interactive training. The State Agency will always provide the vendor with at least one alternative date on which to attend such training.

- e. Read the Vendor Manual and DC WIC Cashier Resource Manual and comply with all WIC policies and procedures set forth therein.
- f. Inform and train cashiers and other staff in WIC Program requirements. The vendor will accept full responsibility and will be accountable for its owners, officers, managers, agents and employees who commit vendor violations.
- g. Agree to take necessary corrective action within the established time frame in order to resolve any problem(s) identified during on-site monitoring visits or compliance investigations.
- h. Notify the State Agency at least 60 days in advance of any change in status or individual stores ownership covered under this agreement, such as relocation, renovation, closure, sale of, cessation of operations, or new management, except that the State Agency will permit vendors to move short distance (within a 1 to 1.5 mile radius) without terminating the agreement.
- i. Apply corrective action immediately when notified by the State Agency of a pattern of violations detected during a compliance investigation.
- j. Ensure that store employees who are also WIC participants do not redeem or process their own WIC checks or Cash Value Checks during working or non-working hours.

III. WIC Redemption Protocol:

The vendor agrees to comply with the following with regard to WIC participants, parents or caretakers of infants and child participants or proxies:

- a. Allow WIC participants to transact their food instruments at any of DC WIC approved stores under the non-vendor specific system of the food delivery system.
- b. Provide services without regard to race, color, age, sex, national origin, or handicap.
- c. Comply with the nondiscrimination provisions of the Department of Regulations Parts 15, 15a and 15b.
- d. Allow the WIC customer to insert on the WIC check and Cash Value Check the price only for the WIC food items purchased.
- e. Allow the cashier to insert the price for the WIC foods purchased only when permission is give by the WIC participant, parent or caretaker of the infant or child participant or the selected proxy.
- f. Ensure that the WIC customer signs the food instrument and cash value check in the presence of the cashier.
- g. Offer the same courtesies and services as offered to other customers and avoid distinguishing, separating, or identifying participants from other customers.
- h. Accept the WIC I.D. Folder as sole proof of identity.
- i. Accept cents-off coupons in accordance with store policy from participants for WIC approved foods and to deduct the savings from the total purchase price entered on the food instrument;
- p. Accept WIC Program food checks and Cash Value Checks only for the purchase of approved food items from a participant, parent or caretaker of an infant, child participant or proxy.
- q. Ensure that sales tax is not applied on authorized supplemental foods obtained with food instruments.
- r. Never provide refunds or permit exchanges for authorized supplemental foods obtained with food instruments and cash value checks, except for exchanges of an identical authorized supplemental food item when the original authorized supplemental food item is defective, spoiled, or has exceeded its "sell by," "best if used by" or other date limiting the sale or use of the food item. (An identical authorized supplemental food item means the exact brand and size as the original authorized supplemental food item obtained and returned by the participant).

- s. Never provide unauthorized food items, non-food items, cash or credit (including rain-checks) in exchange for food instruments or cash value checks.
- t. Permit WIC Program participants, parents or caretakers of infant and child participants or proxies to apply food coupons to their WIC purchases.
- u. Transfer no cash in the form of change to the participant from the WIC check or Cash Value Check; do not charge the participant for foods prescribed on the WIC check or Cash Value Check that are not purchased by the participant. Vendor will ensure that WIC participants do not return WIC food items in exchange for cash or non-WIC merchandise.

IV Vendor Reimbursement/Claims Assessments/Price Adjustments:

- a. Submit food instruments for redemption in accordance with the redemption procedures described in the Vendor Manual. Payment will be rendered within 60 days of submittal for reimbursement. As part of the redemption procedures, the State Agency may make price adjustments to the purchase on food instruments submitted by the vendor for redemption to ensure compliance with the price limitations applicable to the respective vendor peer group.
- b. For profit vendors whose annual revenue is more than 50% of the sale of food items from the sale of foods will not receive payment if WIC participants are provided incentive items or other free merchandise. The vendor must provide proof that the incentive items of merchandise is “at no cost” to the program.
- c. The State Agency may delay payment or establish a claim if it is determined that the vendor has committed a vendor violation that affects payment to the vendor. The State Agency may establish a claim in the amount of the purchase price of each food instrument or cash value check that contained the vendor overcharge or other error.
- d. The vendor must pay any claims assessed by the State Agency. In collecting a claim, the State Agency may offset the claim against current and subsequent amounts to be paid to the vendor. In addition to denying payment or assessing a claim, the State Agency may sanction the vendor for vendor overcharges or other errors in accordance with the State Agency’s sanction schedule.

Along with being assessed a claim, the vendor may be sanctioned for vendor violations in accordance with the State Agency’s sanction schedule. Sanctions may include administrative fines, disqualification and civil money penalties in lieu of disqualification. The State Agency does not have to provide the vendor with warning of violations before imposing such sanctions.

- d. Reimburse the State Agency within thirty (30) days of written notification for amounts paid by the State Agency for WIC checks redeemed in excess of the actual cost of the food items specified on the face of the check and for any other WIC checks which are paid but fail to comply to the stipulations herein. (Vendors not sending payment within this time period will receive a grace period of 30 days from due date during which they have to send in the payment to avoid sanctions).
- e. Pay the State Agency or accept non-payment of food instruments that are not properly redeemed. The vendor has the right to question an overcharge and may request a copy of the check(s). The State Agency will provide the vendor with an opportunity to justify or correct a vendor overcharge or other error outlined in the Vendor Manual. The State Agency will review information submitted by a vendor who questions an overcharge, and will adjust the bill that was sent to the vendor, if necessary.
- f. Notify the State Agency of misuse (attempted or actual) of the WIC food check(s) and cash value checks.

V. The State Agency agrees to:

- a. Monitor the vendor's performance under this agreement in a reasonable manner, to assure compliance with the agreement and with federal and District of Columbia WIC Program rules, regulations and policies and applicable law. Vendors shall be monitored one or more times annually but no less than once every two years or upon receipt of complaints as deemed appropriate.
- b. Provide vendors with the District of Columbia WIC Program Vendor Manual, vendor stamps, and all amendments thereto, the WIC Approved Food List, and the Cashier's Resource Manual. Approved vendor signs and shelf labels.
- c. Provide prompt and courteous assistance to the vendor when problems or questions arise concerning participation in the WIC Program.
- d. Follow up vendor complaints received either orally or in writing.
- e. Revalidate rejected checks in accordance with guidelines and procedures outlined in the Vendor Manual.
- f. Train store personnel annually, and provide periodic cashier trainings as needed to resolve problems identified in on-site monitoring.
- g. Notify the vendor, in writing, of failure to comply with the terms of this agreement or with policies and procedures contained in the Vendor Manual. Inform the vendor of the required corrective action.
- h. Impose sanctions as set forth in the Vendor Manual on vendors who violate the terms of this agreement.

- i. Keep records of transactions between the State Agency and authorized WIC vendor under this agreement.
- j. Upon compliance by the vendor with the check redemption procedures outlined in the Vendor Manual, make payment to the vendor for the "Pay Exactly" amounts on the WIC food checks.
- k. The State Agency will notify vendors of changes to Federal or State statutes, regulations, policies or procedures governing the WIC Program before the changes are implemented.

PART C — DISQUALIFICATION PROCEDURES

If the State Agency determines that the vendor is unable or unwilling to comply with this agreement or District or Federal WIC Program rules, regulations or policies, the State Agency shall disqualify the vendor from further participation under the WIC Program for the period specified in the State Agency sanction policies. Details regarding sanctionable violations are found in the WIC Vendor Manual and Food Delivery Manual.

Disqualification from SNAP and Relationship to WIC:

Disqualification by the SNAP will result in automatic disqualification from the WIC Program. An automatic disqualification is not subject to administrative or judicial review. Disqualification may occur if the vendor has been assessed a civil money penalty by the SNAP provided that such disqualification does not create an undue hardship for WIC participants. The WIC disqualification is for the same length of time as the FSP disqualification. It can begin later than the SNAP disqualification but is not subject to review under the WIC Program.

Disqualifications from WIC and Relationship to SNAP:

Disqualification from the WIC Program may result in disqualification as a retailer in the SNAP. The SNAP disqualification period (1) shall be for the same period as the WIC disqualification period; (2) may run consecutive to the WIC disqualification; and (3) shall not be subject to the SNAP administrative or judicial review.

PART D – APPEAL PROCEDURES

Disqualification from the WIC Program or failure of the State Agency to approve a vendor's participation in the Program shall not diminish the vendor's right to a fair hearing. The vendor fair hearing procedure shall be used in cases where a vendor wishes to appeal an adverse decision (affecting the vendor's participation) that has been made by the State Agency. The administrative review process is incorporated into the fair hearing procedure. The vendor fair hearing procedure contained in the District of Columbia WIC Vendor Manual, Section 1001 is a part of this agreement and is incorporated herein by reference.

A vendor has the right to appeal a State Agency decision pertaining to denial of application to become a WIC vendor, if participation is terminated, or if another decision is made which adversely affects the vendor's participation.

A vendor will be allowed two opportunities to schedule fair hearing dates (one original and one reschedule date). Fair hearings will be granted only when a vendor disagrees with a decision affecting participation.

Disqualification from WIC may result in withdrawal of authorization to participate in SNAP per Section 2768.1(o) (1) of SNAP regulations.

For a list of adverse actions not subject to appeal see the Vendor Manual Section 1001 for full details.

PART E — GENERAL CONDITIONS DURING VENDOR AGREEMENT PERIOD

Terminations:

- (1) The State Agency will immediately terminate the agreement if it determines that the vendor has provided false information in connection with its application for authorization.
- (2) The State Agency will terminate the agreement if it identifies a conflict of interest, as defined by applicable State laws, regulations and policies, between the vendor and the State Agency or its local agencies.
- (3) The vendor must comply with the vendor selection criteria throughout the agreement period, including any changes to the criteria. Using the current vendor selection criteria, the State Agency, may assess the vendor at any time during the agreement period. The State Agency will terminate the vendor agreement if the vendor fails to meet the current vendor selection criteria.
- (4) The vendor or the State Agency may terminate this agreement for cause after providing advance written notice of a period of not less than 15 days.

Modifications/Cancellations:

- (1) Expiration of this vendor agreement is not subject to appeal.
- (2) This agreement is non-transferable. Any change in ownership or sale of the business by the food vendor will render this agreement null and void.
- (3) The vendor agreement does not constitute a license or a property interest. 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 is disqualified, the State Agency will terminate the vendor's agreement, and the vendor will have to reapply in order to be authorized after the disqualification period is over. In all cases, the vendor's new application will be subject to the State Agency's vendor selections criteria and any vendor limiting criteria in effect at the time of the reapplication.
- (4) Neither the State Agency nor the food vendor is obligated to renew the vendor agreement.

PART F- NONDISCRIMINATION

USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

The proprietor or a representative who has legal authority to obligate the food vendor shall sign this agreement.

State Signature

Vendor Signature

WIC Manager

Title

Title

899 North Capitol Street, NE, 3rd Floor
Street Address

Street Address

Washington, DC 20002
City State Zip Code

City State Zip Code

Date ____ / ____ / ____

Date ____ / ____ / ____

Mail signed original to:
Vendor Manager
Department of Health
WIC Program
899 North Capitol Street, NE
3rd Floor
Washington, D.C. 20002

Program information to be sent to:

Name

Address

City State Zip Code

Telephone

Fax

E-mail Address

Telephone: 202-442-9397
Fax: 202-535-1710