	DC WIC and Senior Farmers' Market Nutrition Programs and WIC Cash-Value Check	
	Subject: WIC and Senior FMNP and WIC Cash Value Check Vendor Agreement 2018 - 2020	
	Date: Effective March 1, 2018	Section: <u>1000</u>

**DISTRICT OF COLUMBIA
WIC and SENIOR FARMERS' MARKET NUTRITION PROGRAMS AND
WIC CASH-VALUE CHECKS FOR FARMERS' MARKETS
2018-2019 VENDOR AGREEMENT**

This Agreement is between the DC Department of Health, Community Health Administration Nutrition and Physical Fitness Bureau, the Special Supplemental Nutrition Program for Women, Infants and Children Program (WIC) and Senior Farmers' Market Nutrition Program (SFMNP) State Agencies, hereinafter "the WIC and SFMNP State Agencies", and Farm (Farmer), hereinafter "the Vendor".

This agreement covers the period of June 1, 2018 through December 31, 2019 for the WIC and Senior Farmers' Market Nutrition Programs (Get Fresh) and WIC Cash-Value Check (CVC). The District of Columbia vendor agreement is managed in three year cycles.

The undersigned represents that he/she has the authority to enter into this Agreement on behalf of the Vendor.

I. Compliance with Civil Rights Act


The Vendor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1963 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 610 et seq.); and by the implementing regulations of the United States Department of Agriculture, Department of Justice Enforcement Guidelines, and State Agency related directives and guidelines (Non-Discrimination Laws) to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination under any program or activity for which the Vendor receives Federal financial assistance from the State Agency; and hereby gives assurance that it will immediately take measures to effectuate this requirement.

By providing this assurance, the Vendor agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the nondiscrimination laws, and to permit State Agency personnel or its designees, during normal working hours to review such records, books and accounts as needed to ascertain compliance with the Non-Discrimination Laws. If there are any violations of this assurance, the State Agency shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, reimbursable expenditures, grant or donation of Federal property and

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interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Vendor by the State Agency. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the Vendor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the WIC and SFMNP State Agencies. The person or persons whose signature appears below are authorized to sign this assurance on the behalf of the Vendor.

II. Vendor Requirements, Representations and Obligations

1. The Vendor agrees to provide **three** or more FMNP Get Fresh and WIC Cash-Value Check (CVC) approved fresh fruits and/or vegetables to WIC (Women, Infants and Children Supplemental Nutrition Program) and Senior Farmers' Market Nutrition Program participants in exchange for WIC Farmers' Market Nutrition Program/Senior Farmers' Market Nutrition Program (hereinafter the "FMNP/SFMNP") or CVC checks, in accordance with State and Federal regulations, policies, rules, and/or requirements.
2. The Vendor agrees to comply with all rules and procedures as outlined in the Farmers' Guide for the then current Fiscal Year, and any amendments thereto (hereinafter "the Guide"). In signing this Agreement, Vendor acknowledges receipt of the Guide.
3. The Vendor is a bona fide farmer in the District of Columbia, state of Virginia, West Virginia, Maryland, Pennsylvania, Delaware, North Carolina or New Jersey and produces fresh fruits and vegetables for direct sale to consumers.
4. The County Extension Agent responsible for the area in which the Vendor is located has verified the Vendor's farming status.
5. The Vendor operates a market or farm stand within the District of Columbia and surrounding Maryland counties and has a fixed schedule of days and hours of operation, the minimum being four hours per day for the duration of the WIC FMNP/SFMNP Get Fresh season.
6. The Vendor agrees that at least **50%** of produce offered for sale shall be from his/her own farm and to accept WIC FMNP/SFMNP Get Fresh and CVCs as payment at prices at or below the lowest price offered to any other customer and to display prominently a

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sign stating that WIC FMNP/SFMNP Get Fresh and CVC checks are accepted at his/her stand.

7. This Agreement is non-transferable. Any change in ownership or sale of the business by the Vendor will render this Agreement null and void.
8. Neither the State Agencies nor the Food Vendor has an obligation to renew the Vendor Agreement. The Agreement is null and void, if ownership changes.
9. A Vendor's disqualification from participation in any United States Department of Agriculture, Food and Nutrition Service program may be grounds for disqualification from the WIC, WIC FMNP, and SFMNP.
10. The provision of sanctions for program abuse to be imposed on Vendors shall not be construed as excluding or replacing any criminal or civil sanctions or other remedies that may be applicable under any Federal statute or District of Columbia law or regulation.
11. A Vendor who commits fraud or abuse of the WIC FMNP, SFMNP, and CVC is liable for prosecution under applicable Federal, State, or local laws.


III. FMNP, Senior FMNP and WIC Cash-Value Check Procedures

All Vendors must read the Farmers' Guide and comply with all polices and procedures set forth therein. Including:

1. All Vendors must attend mandatory Vendor training as well as accept other training as needed to resolve problems detected by the State Agency (ies).
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 (farmers) training may be provided by the State Agency in a variety of formats, including newsletters, videos, and interactive learning. The State Agency will 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.

Inform and train cashiers and other staff in WIC and Senior FMNP Get Fresh and WIC Cash Value Check Program requirements. The Vendor accepts full responsibility and is accountable for its employees who commit program violations.

2. Notify the public of your participation in the WIC and Senior FMNP Get Fresh and WIC CVC programs by displaying the market poster that is provided by the WIC State Agency in a place conspicuous to the public.
3. Comply with all required corrective and financial actions identified from prior WIC authorizations or from any Food and Nutrition Service (FNS) Program.


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4. The prospective Vendor or Vendor employees whose responsibility will include WIC Get Fresh checks and Cash Value Checks must not have a history of WIC and/or Food Stamp Program violations.
5. 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 one year contract Agreement.
6. Not use the WIC acronym or logo, or close facsimiles, in the name of the Vendor.
7. 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.
8. Notify the WIC State Agency at least 15 days in advance of any change in status or farm ownership covered under this agreement, such as relocation, renovation, closure, sale of, cessation of operations or new management.
9. Apply corrective action immediately when notified by the State Agency of a pattern of violations detected during a compliance investigation.
 - a. Vendor may be disqualified from participation in any other FNS Program or be required to pay a monetary penalty for abuse of CVC. Vendor, on behalf of itself and its employees whose responsibility will include WIC Get Fresh checks and CVCs represents that it/they do not have a history of WIC and/or Food Stamp Program violations.
 - b. Vendor may be disqualified from participation in any other FNS Program or be required to pay a monetary penalty for failure to disclose any arrests or convictions of Vendor or Vendor's employees for engaging in activities indicating a lack of business integrity. These include fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims and obstruction of justice.


10. **WIC FMNP, SFMNP, CVC Check 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:

1. Allow WIC participants to redeem their WIC FMNP, SFMNP, and CVC food instruments at any of DC WIC approved farm stands.
2. Provide services without regard to race, color, age, sexual orientation, national origin, or handicap.

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3. Comply with the nondiscrimination regulations located in the Guide.
4. Allow the WIC customer to insert the price on the Cash Value Check only for the authorized WIC food items purchased.
5. Accept WIC Cash-Value Checks only within the specified times.
6. Allow the cashier to insert the price for the WIC food purchased only when permission is given by the WIC participant, parent or caretaker of the infant or child participant or the selected proxy.
7. Ensure that the WIC customer signs the food instrument in the presence of the Vendor.
8. Offer the same courtesies and services as offered to other customers and avoid distinguishing, separating, or identifying participants from other customers.
9. Accept the WIC I.D. Folder as sole proof of identity.
10. Secure written approval from the State Agency of any internal/external promotional and/or advertising materials directed at WIC participants and/or the general public.
11. Ensure that participant information identified on the WIC FMNP, Senior FMNP and CVC remains confidential and is not used for any purpose outside the redemption and complaint handling process;
12. Seek reimbursement for rejected WIC FMNP, Senior FMNP and CVC checks only from the WIC State Agency in accordance with terms and procedures outlined in the Farmers' Guide.
13. Seek restitution from the WIC State Agency only for WIC FMNP, Senior FMNP and CVC not paid or partially paid.
14. Never issue a "rain check" to give a WIC participant the right to buy (at a later time) a particular WIC food item.
15. Never set a limit on the number of WIC Cash Value Checks that may be redeemed at a given time.
16. Allow the WIC Customer to purchase WIC approved food items without making other purchases.

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17. Process WIC FMNP, Senior FMNP and CVC checks in accordance with the terms of this Agreement and all applicable State and Federal policies and rules, including the Federal WIC regulations.
18. Accept WIC FMNP, Senior FMNP and CVC checks only for the purchase of approved food items from a participant, parent or caretaker of an infant, child participant or proxy.
19. Ensure that sales tax is not applied on authorized supplemental foods obtained with WIC FMNP, Senior FMNP and CVC checks.
20. Never accept returns on WIC FMNP, Senior FMNP and CVC items in exchange for cash or non-approved items.
21. Never provide change to the participant.

V. Vendor Reimbursement/ Claims Assessments/ Price Adjustments

1. Vendor shall submit WIC FMNP, Senior FMNP and CVC checks for redemption according to redemption procedures described in the Guide. Payment will be rendered within 60 days of submission for reimbursement. As part of the redemption procedures, the WIC State Agency may make price adjustments to ensure compliance with the price limitations.
2. The WIC State Agency may delay payment or establish a claim if it is determined that the Vendor has committed a violation that affects payment to the Vendor. The WIC State Agency may establish a claim for the amount of the purchase price of each WIC FMNP, Senior FMNP, and CVC check that is priced error.
3. The Vendor must pay any claims assessed by the WIC State Agency. In collecting a claim, the WIC 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 WIC State Agency may sanction the Vendor for Vendor overcharges or other errors in accordance with the WIC State Agency's sanction schedule.

Sanctions may include administrative fines, disqualification and civil money penalties in lieu of disqualification. The WIC State Agency does not have to provide the Vendor with warning of violations before imposing such sanctions.

4. The Vendor must reimburse the WIC State Agency within thirty (30) days of written notification by the State Agency for money due to the State Agency for WIC FMNP, Senior FMNP, and CVC checks redeemed in excess of the actual cost of the food items specified on the face of the check and for any other checks which are paid but fail to comply with the stipulations herein. (Vendors not sending payment within this time

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period will receive a grace period of 30 days from due date after which sanctions may be imposed.)

5. The vendor shall either reimburse the WIC State Agency or accept non-payment of WIC FMNP, Senior FMNP, and CVC checks that are not properly redeemed. The Vendor has the right to question an overcharge and may request a copy of the disputed check(s). The WIC State Agency will provide the Vendor with an opportunity to justify or correct a Vendor overcharge or other error outlined in the Guide. The WIC 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.
6. The Vendor shall notify the WIC State Agency of misuse (attempted or actual) of WIC FMNP, Senior FMNP, and CVC checks.

VI: State Agency Requirements

The State Agency shall have the following requirements:

1. 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 rules, regulations and policies and applicable law. Vendors shall be monitored one or more times annually but no less than once every two years and upon receipt of complaints as deemed appropriate.
2. Provide Vendors with the Guide, Vendor's stamp and all amendments thereto, the WIC Approved Food List and Vendor posters.
3. Provide prompt and courteous assistance to the Vendor when problems or questions arise concerning participation in the WIC FMNP, Senior FMNP and CVC Programs.
4. Follow up on Vendor complaints either orally or in writing.
5. Revalidate rejected checks in accordance with guidelines and procedures outlined in the Guide.
6. Notify the Vendor, in writing, of failure to comply with the terms of this Agreement or with policies and procedures contained in the Guide. Inform the Vendor of the required corrective action.
7. Impose sanctions as set forth in the Guide.
8. Keep records of transactions between the WIC State Agency and authorized WIC Vendors under this agreement.

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9. Make payments to the Vendor after review to ensure compliance with WIC requirements and the correctness of the check amount.
10. Notify Vendor of changes to Federal or State statutes, regulations, policies or procedures governing the WIC Program before changes are implemented.

VII. Disqualification Procedures


If the WIC 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 Guide.

A. The State Agency shall disqualify a Vendor for one year for:

1. A pattern of providing unauthorized food items in exchange for WIC FMNP, Senior FMNP and CVC checks; and
2. Charging for supplemental food provided in excess of those listed on the WIC FMNP, Senior FMNP and CVC checks.

B. The State Agency shall disqualify a Vendor for three years for:

1. Any incident of the sale of alcohol or alcoholic beverages or tobacco products for WIC FMNP, Senior FMNP and CVC checks;
2. A pattern of claiming reimbursement for the sale of an amount of a specific supplemental food item which exceeds the Vendor's documented inventory of that supplemental food item for a specific period of time;
3. A pattern of charging FMNP and WIC participants more for authorized foods than non-FMNP and WIC customers or charging participants more than the current price;
4. A pattern of receiving, transacting and/or redeeming WIC FMNP, Senior FMNP and CVC checks outside of authorized Vendor and/or an authorized person;
5. A pattern of charging for supplemental food not received by the participant;
6. A pattern of providing credit for non-food items, such as alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or Controlled Substances (as defined in 21 U.S.C. 802), in exchange for WIC FMNP, Senior FMNP and CVC checks;

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7. Any incident of buying or selling WIC FMNP, Senior FMNP and CVC checks (trafficking); or
8. Any incident of buying or selling firearms, ammunition, explosives, or controlled substances in exchange for WIC FMNP, Senior FMNP and CVC checks.

C. The State Agency shall permanently disqualify a Vendor convicted for:

1. Selling firearms, ammunition, explosives
2. Providing Controlled Substances in exchange for WIC FMNP, Senior FMNP and CVC checks


The Vendor shall not be entitled to receive any compensation for revenues lost because of such a violation.

D. The State Agency will Apply Second Mandatory Sanctions toward a Vendor:

When a Vendor, who previously was assessed a one-, three-, or six- year disqualification, receives a second sanction for any of the above- mentioned violations, the second sanction shall be double the first sanction. If the Vendor receives a third or subsequent sanction for any of these violations, the sanction shall be double the third and all subsequent sanctions. The WIC State Agency shall not impose civil money penalties in lieu of disqualification for third or subsequent disqualifications for the violations listed above.

E. Disqualification from SNAP and Relationship to WIC:

Disqualification by the Supplemental Nutrition Assistance Program (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 SNAP disqualification. It can begin later than the SNAP disqualification but is not subject to review under the WIC Program.

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F. Disqualification 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 concurrently to the WIC disqualification; and (3) shall not be subject to SNAP administrative or judicial review.

G. Appeal Procedures:

1. Disqualification from the WIC Program or failure of the WIC 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 WIC State Agency. The administrative review process is incorporated into the fair hearing procedure. The Vendor fair hearing procedure contained in the Guide is a part of this agreement and is incorporated herein by reference.
2. A Vendor has the right to appeal a WIC State Agency decision pertaining to denial of an application to become a WIC Vendor, if participation is terminated, or if another decision is made which adversely affects the Vendor's participation.
3. 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.
4. Disqualification from WIC may result in withdrawal of authorization to participate in SNAP per section 2768.1(o) (1) of SNAP regulations.
5. For a full list of adverse actions not subject to appeal see the Guide for full details.

H. General Conditions During Vendor Agreement Period Terminations:

1. The WIC State Agency will immediately terminate the Agreement if the WIC State Agency determines that the Vendor has provided false information in connection with its application for authorization.
2. The WIC 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 WIC State Agency.
3. The Vendor must comply with the Vendor selection criteria throughout the Agreement Period, including any changes to the criteria based on the current Authorization Criteria for the District of Columbia FMNP.

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VIII. Non-Discrimination 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, audiotape, 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.

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The WIC and Senior FMNP and WIC Cash-Value Check agreement is valid for three (3) years.

Location of farm stand at market with name and telephone number of market manager.

Period of Operation

Days and Hours of Operation

Please list the names of all persons who will accept the WIC and Senior FMNP checks and WIC Cash-Value Checks at your stand/farm.

1. _____
2. _____
3. _____
4. _____

Vendor's Signature and Date

Signature and Date

Director, Women, Infants and Children Program

**Mail original copies to:
DC WIC State Agency
899 North Capitol Street, NE
Third Floor
Washington, DC 20002
(202) 442-9397 Voice**

Email to: info.wic@dc.gov

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