



Vendor Agreement to Participate in the Utah Women, Infants, and Children (WIC) Program

Effective October 1, 2015 – September 30, 2018

Revision July 2015

Please read the following instructions before completing the Utah vendor Agreement:

- ⇒ Read the agreement and all application questions before completing the application
- ⇒ A separate agreement must be completed for each store location
- ⇒ All fields on pages 1-2 are required to be completed unless otherwise noted
- ⇒ Sign and date the agreement as indicated at the end of the document in **blue ink**
- ⇒ Include a copy of an invoice or receipt as to where the store is purchasing infant formula

DO NOT SEPARATE ANY PAGES OF THIS AGREEMENT

Instructions for signing the Contract

Vendor's official contact will receive an e-mail from the Department of Health (DOHSharePoint@utah.gov) with a PDF copy of the Contract for signature when the Contract is ready for review. Please read the e-mail carefully and follow the instructions provided in the e-mail. Please direct any questions to the Department contact listed in the e-mail.

801-538-6974 • 1-877-942-5437 • FAX • e-mail: wicvendors@utah.gov • www.health.utah.gov/wic



**VENDOR AGREEMENT TO PARTICIPATE IN THE UTAH WOMEN, INFANTS,
AND CHILDREN (WIC) PROGRAM (Federal Fiscal Years 2016-2018)**

VENDOR APPLICANT INFORMATION

ALL fields are REQUIRED unless otherwise noted

STORE NAME (OFFICIAL) _____ STORE # _____

STORE NAME DISPLAYED ON BUILDING/SIGN _____ UTAH WIC ID # (renewals only) _____

STORE PHONE # _____ FAX PHONE # _____

STORE PHYSICAL ADDRESS _____

CITY _____ COUNTY _____

STATE _____ ZIP _____

STORE MAILING ADDRESS (IF DIFFERENT FROM ABOVE) _____

STORE MANAGER _____

STORE MANAGER E-MAIL _____ DIRECT PHONE # _____

ASSISTANT MANAGER _____

ASSISTANT MANAGER E-MAIL _____ DIRECT PHONE # _____

INDIVIDUAL WHO TRAINS CASHIERS _____

TRAINER E-MAIL ADDRESS _____ DIRECT PHONE # _____

INDIVIDUAL WHO SUPPORTS THE POINT OF SALE SYSTEM (IT) _____

IT EMAIL ADDRESS _____ DIRECT PHONE # _____

INDIVIDUAL & TITLE OF INDIVIDUAL WHO SIGNS THE VENDOR AGREEMENT _____

SIGNERS EMAIL ADDRESS _____ DIRECT PHONE # _____

CORPORATE CONTACT _____ TITLE _____

CORPORATE CONTACT E-MAIL _____ PHONE # _____

OWNERSHIP TYPE: Sole Proprietor Partnership Corporation LLC

OWNER/PARENT COMPANY NAME _____

OWNER/PARENT COMPANY ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE _____

STORE CHAIN NAME (if any) _____

If any of the above information changes, please e-mail the State WIC office at wicvendors@utah.gov

Please answer the questions on page 2



VENDOR AGREEMENT TO PARTICIPATE IN THE UTAH WOMEN, INFANTS, AND CHILDREN (WIC) PROGRAM (Federal Fiscal Years 2016-2018)

- (#1) Application type: RENEWAL NEW APPLICATION If not currently authorized, date the store will open or did open for business _____
- (#2) Is the vendor authorized by another State or Indian Tribal Agency? YES NO ; If YES, what Agency(s) _____
- (#3) Is it expected that greater than 50% annual total food sales (including infant formula) will be from the redemption of WIC checks? YES NO
- (#4) Does the vendor provide food sales on a year-round basis (excluding holidays or Sundays)? YES NO
- (#5) Does the vendor carry a variety of foods in each of the following staple food groups on a continual basis: meat, poultry or fish; bread and cereal; fresh vegetables and fruits, dairy, and baby foods (fruits/vegetables and meats)? YES NO
- (#6) Has this business ever operated under another name? YES NO If YES, name of business? _____
- (#7) Date of ownership: _____ (#8) Approximate square footage of retail store _____
- (#9) Number of check stands _____ [do not include self-checkouts or non-grocery checkouts, pharmacy, service desk, etc.]
- (#10) Does the retailer have UPC Scanning Capabilities? YES NO
 (#10a) If [YES] to #10, can the store identify WIC-authorized foods versus non-WIC foods on scanning? YES NO
- (#11) Business Hours: ____ AM to ____ PM or 24 Hours. Days the store is CLOSED: MON. TUE. WED. THU. FRI. SAT. SUN.
- (#12) Utah Tax Identification number _____
- (#13) Is the vendor authorized by the Supplemental Nutrition Assistance Program – SNAP (Food Stamp Program)? YES NO
 (#13a) if [YES to #13] – what is the vendor’s FNS (SNAP/Food Stamp Program) Number - (NOT Utah WIC identification number)
 _____ *REQUIRED IF PARTICIPATING IN THE SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (FOOD STAMP PROGRAM)*
- (#13b) If [NO to #13] – the store must provide annual FOOD sales (include infant formula) during the last calendar year or for the number of months the vendor has been in business: \$ _____ [The vendor cannot self-declare this information and must provide written documentation in the form of copies of the Utah State Tax Commission Form TC-61; TC-62M, or TC-62S, (Sales and Use Tax Return) for the each month or quarter in operation during the last calendar year., Written sales, financial statements, accounting reports, or other records sufficient to establish Supplemental Nutrition Assistance Program/Food Stamp Program -eligible foods must be included. The vendor may be terminated or disqualified if this information is proven inaccurate or fraudulent.]
- (#13c) Has the vendor been disqualified from the Supplemental Nutrition Assistance Program/Food Stamp Program or been assessed a Supplemental Nutrition Assistance Program/Food Stamp Program civil money penalty for hardship and the disqualification period that otherwise has been imposed has not expired? YES NO
- (#14) During the last six (6) years, has the vendor or any of the vendor’s current owners, officers, or managers been convicted of or had a civil judgment entered against them for any activity indicating a lack of business integrity? _____
- (#15) GROCERY WHOLESALER: _____
 (#15a.) The Vendor must document the name(s) of wholesaler(s), distributor(s), retailer(s), or manufacturer(s) from which the vendor purchases infant formula: PLEASE ATTACH A COPY OF AN INFANT FORMULA INVOICE/RECEIPT WITH AN IDENTIFIABLE PURCHASE ENTITY WITHIN THE LAST THIRTY (30) DAYS FOR THE PURCHASE OF INFANT FORMULA TO THIS AGREEMENT APPLICATION. (The vendor must purchase infant formula from the approved Utah WIC Program list of retailers, wholesalers, and distributors. The State approved list can be found at <http://health.utah.gov/wic/vendors.html> or is available upon request from the State Agency.)
 INFANT FORMULA WHOLESALERS/RETAILERS: _____
 (#15b.) List any other wholesalers/retailers not listed above used to purchase WIC items for resale: _____
- (#16) The Utah WIC Program primarily uses e-mail to communicate store specific information such as warnings and violations, and general information such as policy and training memos. Changes to contact information must be reported to the State WIC Office at wicvendors@utah.gov. Comments regarding correspondence: _____
- (#17) Does the store have internet access and computers for employee use for training purposes? YES NO Comments: _____



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(#18) Please describe your point-of-sale system (POS): Please share the Brand, Make, Developer, Model or other description of your point-of-sale system used in your store(s).

Brand/Make/Developer (IBM, RORC, etc.) _____
Model # _____
Other Description _____

(#19) Is your POS supported by an external contractor or is it supported internally? Please select all that apply.

- IT Contractor
- Internal IT Staff
- Both IT Contractor and Internal IT Staff
- Other, please describe _____

(#20) Please describe your card reader/pin pad hardware. Please share the Brand, Make, Model or other description of your card reader/pin pad hardware.

Brand/Make (Verifone, Ingenico etc.) _____
Model # _____
Other Description _____

Please read the agreement and sign the last page



VENDOR AGREEMENT TO PARTICIPATE IN THE UTAH WOMEN, INFANTS, AND CHILDREN (WIC) PROGRAM (Federal Fiscal Years 2016-2018)

1. Vendor Responsibilities:

- i. The vendor agrees to comply with the provisions of Title VI and VII of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, and Title III of the Americans with Disabilities Act of 1992. The vendor will ensure that no person providing services to a WIC customer shall discriminate against any WIC participant on the basis of race, color, national origin, sex, age, or disability.
- ii. The vendor can only transact WIC foods in exchange for valid Utah WIC checks. If no WIC check is presented, no food items can be exchanged. The Utah WIC authorized vendor cannot deny access to a valid Utah WIC participant presenting a valid Utah WIC check or limit the number of WIC checks that can be redeemed at one time.
- iii. The vendor may accept WIC checks only from authorized Utah WIC participants, parents, or caretakers of infant and child participants (endorsers), or their proxies. (7 CFR 246.12(f)(3)(i))
- iv. The vendor may provide only the authorized supplemental foods in the exact quantities and sizes listed on the WIC check in accordance with the current Utah Authorized WIC Food List. No substitutions are allowable except when accompanied by a Special Food Letter. The vendor will honor the exception as stated in the Special Food Letter printed on State Agency or Local Agency letterhead.
- v. A WIC check may only be redeemed and authorized for payment for the exact brand (if specified) or food type, size and quantity of the food items printed on the WIC check. The vendor may not provide unauthorized food items, non-food items, cash, or credit (including rainchecks) in exchange for WIC checks.
- vi. The vendor may not provide refunds or permit exchanges for authorized supplemental foods obtained with WIC checks, except for exchanges of an identical authorized supplemental food item when the original authorized food item is defective, spoiled, or has exceeded its "sell by," "best used by," or other date limiting the sale or use of the food item. An identical authorized food item means the exact brand and size as the original authorized supplemental food item.
- vii. The vendor may provide only the authorized infant formula that the vendor has obtained from sources included on the State Agency list to participants in exchange for WIC checks specifying infant formula.
- viii. The vendor understands that any substitution of brand, type, size, or quantity may result in the rejection of the WIC check and will be assigned State Agency violation points, sanctions, or a mandatory federal disqualification.
- ix. The WIC check instructs the WIC clients regarding what foods, sizes and quantities they are allowed to purchase. The WIC client does NOT have to purchase all of the foods listed on the WIC check.
- x. The vendor cannot stock or sell out of date WIC commodities to WIC participants. This will include any WIC product that has a "sell by," "best if used by" or other date limiting the sale or use of the food item.
- xi. The vendor agrees to not knowingly request or provide cash, credit, unauthorized goods, substitution of other WIC food items or brands of infant formula, services, or other items of value to WIC participants in lieu of or in exchange of the prescribed WIC authorized foods, or foods returned to the store purchased with WIC checks.
- xii. The vendor agrees to sell authorized WIC foods to WIC participants at or below the price charged to non-WIC customers, or the vendor must charge the State Agency negotiated contract or bid prices, whichever is applicable to the individual vendor.
- xiii. The vendor agrees that the maximum allowable reimbursement amount of any food instrument may not exceed the average cost plus three standard deviations (3 SD) for that food item in accordance to the assigned peer group of the vendor. The State Agency cannot pay a vendor at a level that would otherwise make the vendor ineligible for authorization. (Public Law 108-265, Section 203(e), 17(h)(11)(B) and (C)). The vendor agrees that the maximum allowable reimbursement amount for cash-value vouchers will be the maximum amount stated on the front of the voucher.
- xiv. The vendor will maintain the minimum inventory amount of WIC eligible WIC food items as stated in this Agreement appropriate for the vendor peer group, at all times, with items in plain view or containers labeled or identified with prices marked on the product or shelf listed/designated.



**VENDOR AGREEMENT TO PARTICIPATE IN THE UTAH WOMEN, INFANTS,
AND CHILDREN (WIC) PROGRAM (Federal Fiscal Years 2016-2018)**

- xv. The vendor shall accept WIC checks from participants within the allowed time limit stated on the WIC check (First Date to Use through the Last Date to Use) and deposit WIC checks for payment within sixty (60) days from the "First Date to Use". WIC checks are not valid after sixty (60) days from the First Date to Use and cannot be cleared or validated for redemption. (7 CFR 246.12 (a)(2)(iv.)). However, if the date of redemption is fewer than sixty (60) days, then the State Agency must ensure that the allotted time provides the vendor sufficient time to submit the WIC check for redemption without undue burden. (7 CFR 246.12 (f) (2) (iv)).
- xvi. The vendor may submit WIC checks or electronic copies of WIC checks to the State WIC Agency that are rejected by the bank in which the vendor wishes consideration for payment (validation). The vendor is encouraged to keep a photocopy of the WIC check sent to the State Agency in case it becomes lost in the mail. When the vendor submits a WIC check or legal copies of WIC checks for payment (validation), the WIC check MUST have the Vendor Identification Date Redeemed Stamp imprinted on the front and within the designated box.
- o. If the WIC check was rejected for being over the maximum allowable reimbursement level, the vendor must submit a copy of the transaction receipt along with the WIC check (or a legal copy of the WIC check) to the State WIC Agency. A copy of the transaction receipt may include, a printed copy of the original transaction receipt (from the electronic file); a photocopy of the original transaction receipt; or other copied information from the original transaction that clearly identifies what food items were purchased. Submitting a list of the food items on the WIC check with prices does not identify what was actually purchased and cannot be accepted as appropriate documentation.
- p. The Utah WIC program CANNOT reimburse a vendor for any part of a redemption for any unauthorized foods (including brand names where a store brand or private label is required), an unidentifiable food item, a different food item, a different size of a food item than that was printed on the face of the food instrument, or any combination thereof. If the vendor does not produce acceptable documentation of the actual items that were purchased, the State Agency may not reimburse the vendor.
- q. The State Agency will evaluate the WIC check for all valid redemption criteria. The State Agency may adjust the total purchase price on WIC checks submitted by the vendor for payment to ensure compliance with the price limitations applicable to that vendor. The State Agency may not offset the correct total amount on one WIC check (as printed on the WIC check) against the total amount on a different WIC check. Each WIC check is considered a separate transaction.
- r. WIC checks missing the authorized signature, or containing a signature outside of the signature box, redeemed prior to the First Day to Use or after the Last Day to Use, missing the total amount in the Pay Exactly box, or double stamped (two vendor ID numbers or two dates), may not be paid nor accepted for validation payment.
- s. If the WIC check was rejected because of a vendor identification stamp or date, the vendor may stamp the front and directly deposit the WIC check to the bank without submitting it to the State Agency for payment. No other exceptions are allowed.
- t. Submission of WIC checks or inquiries of WIC checks (or legal copies of WIC checks) received by the State Agency after sixty (60) days from the "First Day to Use" cannot be paid or validated, and the WIC check or legal copies of WIC checks are considered void.
- u. It is the State Agency's responsibility to resolve any WIC check problems, and to validate payment for any WIC checks for the prescribed WIC foods. The local WIC agency or clinic cannot validate a rejected WIC check.
- v. Unauthorized vendors attempting to redeem Utah WIC checks may not be paid.
- w. The vendor agrees not to amend, adjust, correct, blot out, or make any markings over or conceal any validations or adjustment documentations (written or stamped) made by the State Agency on the original WIC check or on any legal copies of the WIC check.
- x. Reimbursements may be requested and violation points may be assigned if the vendor is found to have altered any State Agency validations, adjustments, or documentations.
- y. The State Agency must take follow-up action within ninety (90) days of detecting any questionable WIC checks, suspected vendor overcharges, and other errors and must implement procedures to reduce the number of errors when possible.
- z. The vendor agrees that claims may be demanded for payments already made by the WIC Program for

- charges of more than the maximum allowable reimbursement amount of the supplemental foods. The vendor must submit the claim or an adequate justification for the excessive charge to the State Agency within (30) days of written notification. When the State Agency determines the vendor has committed a vendor violation or has a WIC check rejected by the bank that affects the payment to the vendor, the State Agency may delay payment or establish a claim in the amount of the full purchase price of each WIC check that contained the vendor overcharge or other error. When payment for a WIC check is delayed or a claim is established, the vendor will be given an opportunity to justify or correct a vendor overcharge or other error. If satisfied with the justification or correction, the State Agency must provide payment, adjust the total amount, or adjust the proposed claim accordingly.
- y. The State Agency must deny payment or initiate claims collection action within ninety (90) days of the date of detection of the vendor violation or the completion of the review or investigation giving rise to the claim, whichever is later. The vendor must pay any claim 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 assign State Agency violation points, sanctions or a Mandatory Federal Disqualification.
- z. The vendor may not charge participants, endorsers, or proxies for authorized supplemental foods obtained with WIC checks. The vendor may not seek restitution from WIC clients nor contact WIC clients for WIC checks not paid by the State Agency. The vendor cannot request the WIC client to pay refunds requested due to overcharge, or any other WIC check discrepancies that have caused the WIC check to be rejected.
- aa. The vendor is required to attend and complete mandatory training sessions at a mutually agreeable time. 1) Prior to or at the time of a vendor's initial authorization; 2) Annually to be provided to the vendor through self-paced instruction modules with a post-test for all employees; 3) At least once every three (3) years or within the agreement period (training must be supplied to the vendor in an interactive format that includes a contemporaneous opportunity for questions and answers); 4) Any time a vendor accumulates ten (10) or more violation points (Training for accumulation of ten (10) or more violation points will require the attendance of all store level employees who handle WIC transactions); and 5) As designated by the State Agency. (The State Agency will determine the type and method of training). All training will be documented.
- bb. The State or local WIC agency will have sole discretion to designate the date, time, and location of all interactive training. The State or local WIC agency must provide vendors with at least one alternative date on which to attend the interactive training and for any vendor accumulating ten (10) or more violation points.
- cc. Failure to comply with the required training requirements, failure to attend mandatory training sessions, failure to have all required individuals who handle WIC transactions present at the store level training sessions, or failure to complete the required training modules within ninety (90) days, after one initial opportunity to reschedule at a mutually agreeable time may result in additional violation points, disqualification and non-acceptance of a renewal application to participate in the Utah WIC program. Training participation is subject to verification by any objective means including names of employees who were handling WIC transactions at the time or during the time period, training was required.
- aa. The vendor is responsible to inform and train cashiers and other staff on WIC program requirements. The vendor is accountable to ensure all employees who handle WIC transactions are trained on WIC redemption procedures once the initial pre-authorization training visit has been accomplished by the State/local WIC agency. The vendor is not permitted to electronically copy or photocopy any WIC checks from State Agency training materials or from State or local WIC agency websites without permission from the Utah WIC Program.
- bb. The vendor is accountable for all actions of its owners, officers, managers, agents, and employees who commit vendor violations.
- cc. The vendor is required to comply with all instructions and memorandums received from the State Agency.
- dd. Section 246.12(h)(3)(iii) of the Federal WIC regulations requires vendors to offer Program participants the same courtesies that are offered to non-WIC customers. Therefore, a WIC-authorized vendor may not treat WIC customers differently by offering incentive items that are not offered to non-WIC customers. This includes all



VENDOR AGREEMENT TO PARTICIPATE IN THE UTAH WOMEN, INFANTS, AND CHILDREN (WIC) PROGRAM (Federal Fiscal Years 2016-2018)

- store promotions with the exception of any promotion or discount where sales tax must be collected in accordance with the Utah State Tax Commission. Any vendor who knowingly refuses to provide a promotion, ~~or~~ discount, or loyalty card to a WIC customer will be in violation of this agreement. WIC authorized vendors may not offer incentive items solely to WIC participants in an effort to encourage participants to redeem WIC checks at their stores.
- ee. The vendor must permit State and local WIC agency vendor representatives to conduct on-site monitoring visits to determine compliance with the requirements of the WIC Program. Said visits will include, but are not limited to: 1) Discussion of identified problems with the vendor and completion of required documentation for monitoring visits; 2) Provision of training to managers, cashiers and other personnel [and ensuring that the vendor has current information]; 3) Verification that the vendor carries an adequate inventory of WIC food items; 4) Obtaining of current shelf prices of WIC foods in stock; 5) Reviews of inventory records in regards to WIC food items being purchased and sold at the store; and 6) Provision of technical assistance to vendors when needed. The State Agency or local WIC agency vendor representative does not need to notify the vendor prior to visits, but must identify himself or herself upon entering the retailer.
- ff. The vendor shall provide access to WIC checks negotiated the day of the monitoring visit.
- gg. The vendor shall cooperate with State, local WIC agency staff and/or USDA officials, and appointed investigators to conduct audits, compliance purchases or other investigations.
- hh. The vendor shall accept all certified mail from the State WIC Agency.
- ii. The vendor must comply with the nondiscrimination provisions of Departmental regulations. (7 CFR 246; Parts 15, 15a & 15b). The vendor must treat the WIC participant in the same manner and conduct business with the WIC client in the same manner as with a non-WIC store customer. Any inappropriate behavior toward WIC customers will be considered discourteous treatment of a WIC participant.
- jj. The vendor must provide the State Agency advance written notification of any change in vendor ownership, store location (change of physical address of the vendor), or cessation of operations. In such instances, the State Agency will terminate the vendor agreement upon change in a store ownership greater than 50% or closure of a store and the vendor will need to reapply as a new applicant for the limiting and authorization selection criteria.
- kk. The vendor agrees to obtain all Utah WIC authorized vendor stamps (new or replacements) from the Utah State Agency.
- ll. The vendor agrees to surrender all authorized vendor stamps to the State Agency within (10) days of the closure of a store, change of ownership, or termination of an agreement.
- mm. The vendor agrees to place the authorized vendor ID or date stamp in the designated box on the WIC check prior to deposit or when resubmitting WIC checks to the State Agency for validation payment consideration or to the bank for payment.
- nn. The vendor cannot accept nor deposit a WIC check in which a vendor stamp or total amount already appears on the front. Checks with two different Vendor ID or date stamps will be rejected and may not be paid.
- oo. Accept only those WIC checks accompanied by a WIC ID Packet. The vendor cannot request the WIC participant to produce additional forms of identification, such as a driver's license or credit card.
- pp. The vendor agrees to enter the total purchase price of the WIC foods on each WIC check using black ink only (no blue or colored ink). The vendor may not use "\$" or "¢" signs in the total amount. The participant may only sign the WIC check after the purchase price is written on the WIC check. Each transaction and signature shall be completed separately.
- qq. The vendor shall imprint the WIC check with the authorized vendor Stamp using black ink only prior to depositing the WIC check to the bank. The vendor may not handwrite or correct the vendor ID or the date used with handwriting. The vendor may not complete an unreadable stamp; change or correct a date in writing. Writing may not appear in the vendor ID or date box. The vendor ID and date must be a stamp imprint from the combination vendor ID number date used stamp. Checks with any writing of the vendor ID or date redeemed shall be rejected.



VENDOR AGREEMENT TO PARTICIPATE IN THE UTAH WOMEN, INFANTS, AND CHILDREN (WIC) PROGRAM (Federal Fiscal Years 2016-2018)

- rr. The State Agency cannot pay an original or legal copy (IRD) of a WIC check in which the vendor ID number is missing and/or the date of transaction is unreadable.
- ss. The vendor must ensure the participant, endorser or proxy signs the WIC check in the presence of the cashier. (7 CFR 246.12(f)(3)(vi)) The vendor cannot accept a signature that resembles an "x" "+" or "t". Checks accepted without an authorized signature may not be paid or validated for payment. The vendor must ensure that the signature matches an authorized signature on the WIC ID Packet. In the event that the signature does not match, the vendor may not accept the WIC check. An original WIC ID Packet must be used for the signature verification process. A photocopy or duplicate WIC ID Packet cannot be used for the purposes of verifying signatures during a transaction.
- tt. The vendor agrees to display the State Agency provided WIC window sticker or poster in a prominent place.
- uu. The vendor must maintain receipts, invoices, inventory records used for Federal or State tax reporting purposes, the source of the vendor's infant formula purchases from manufacturers, wholesalers, distributors, retailers or any other point of purchase, and other records the State Agency may require for a minimum of three (3) years. The vendor agrees to provide the following documentation (through IRS forms, State Tax Commission forms, financial records or by other objective means) upon State Agency request: monthly, quarterly, annual (most recent calendar year, fiscal year, or other 12-month period) food sales or receipts, for Supplemental Nutrition Assistance Program/Food Stamp Program eligible food items including infant formula sales records of WIC foods purchased for a set period of time. Documentation includes invoices, receipts, and bank deposits, inventory/ shelf price records of WIC food items, and Supplemental Nutrition Program sales volume (if applicable). The State or local WIC agency may request specific records to validate this information at any time during the agreement period. The vendor is responsible for the validity of this information and failure to provide any required sales data or providing false information will result in denial of WIC check payment, violation points, sanctions, or termination of the agreement.
- vv. A vendor authorized to participate in the WIC Program shall only purchase infant formula from wholesalers, distributors, and retailers licensed in the State of Utah or with any other State and in accordance with appropriate State laws, and infant formula manufacturers registered with the Food and Drug Administration that provide infant formula. A current list of State Agency approved wholesalers, distributors, retailers, and FNS-approved infant formula manufacturers are available from the State Agency website: (<http://health.utah.gov/wic/vendors.html>) This list may not include licensed wholesalers, distributors, or retailers that do not sell infant formula.
- ww. Upon request, the vendor must make available to representatives of the State Agency, the Department, 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 WIC program related records.
- xx. The vendor may not collect sales tax on Utah WIC food items or charge sales tax on the WIC check.
- yy. The vendor may not accept any WIC check in which the dates or the quantities/sizes of WIC prescribed foods or signatures have been altered.
- zz. The vendor may not alter the First Date to Use and the Last Date to Use dates or the quantities or sizes of WIC foods issued on the WIC check. The vendor may not alter the written or numerical amount originally written on the WIC check so that it exceeds the maximum allowable amount of the total food items for that WIC check.
- aaa. The vendor shall report any Program violations by a WIC participant to the Utah State WIC Program.
- bbb. The vendor agrees to remain in compliance with the limiting and selection criteria as outlined throughout the agreement period. The State Agency may reassess the vendor at any time during the agreement period. If the vendor fails to meet these criteria at any time during the agreement period, the vendor may be removed from the Utah WIC Program for administrative non-compliance with these criteria, after being given a thirty (30) day notification. The vendor has thirty (30) days in which to correct any failure to meet these criteria before removal from the Program.
- ccc. The vendor shall submit a properly completed Utah Food Price Reporting List quarterly or as requested indicating the shelf prices of each indicated WIC food to the State Agency upon request. Utah Food Price Reporting Lists that are received past the required due date may not be processed. Prices for supplemental foods either are collected manually or



VENDOR AGREEMENT TO PARTICIPATE IN THE UTAH WOMEN, INFANTS, AND CHILDREN (WIC) PROGRAM (Federal Fiscal Years 2016-2018)

- can be imputed through an internet based data price collection system. Random price increases will sometimes occur after the quarterly Utah Food Price Reporting List has been submitted to the Utah WIC program. When these price increases occur, the vendor must resubmit the prices only on those food commodities that are affected by the increase within five (5) working days of the actual shelf price change. Prices can be resubmitted as described above or may be resubmitted by email directly to the Utah Vendor Management Coordinator.
- ddd. The vendor agrees that the State Agency may assign violation points, sanctions, and suspension/disqualification in accordance to the State Agency Vendor Violation Points and Sanction Section of this agreement.
- eee. Any disqualification from the WIC Program due in whole or in part to violations that the State WIC Agency believes are included in the violation category specified in the Supplemental Nutrition Program regulations 7 CFR, §278.6 (e)(8), may result in the disqualification in the Supplemental Nutrition Assistance Program (SNAP), (Also known as the Food Stamp Program). Such disqualification may not be subject to administrative or judicial review under the SNAP Program (Food Stamps).
- fff. The vendor agrees that the Utah WIC Program is not responsible for losses incurred as a result of disqualification. A vendor may not be entitled to receive any compensation for revenues lost as a result of disqualification.
- ggg. The vendor agrees that the WIC Program is not responsible for bank charges on returned WIC checks unless there is evidence that the State Agency provided incorrect information to the bank.
- hhh. The vendor agrees not to exchange cash, nor give cash to the participant, or demand cash from the participant, in whole or in part for the redemption of WIC checks.
- iii. The actual date of transaction of the WIC check may not be altered or changed in any way. The vendor ID and date stamp must match the actual date of transaction printed or endorsed on the back of the WIC check or determined by any other objective means.
- jjj. The vendor agrees that the State Agency may direct and conduct compliance buys in order to verify and document WIC Program compliance.
- kkk. The vendor agrees to hold the State, its officers, agents and employees harmless from liability of any nature whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this agreement.
- lll. The vendor may not assign or subcontract any of the services under this agreement, except with written consent of the State Agency.
- mmm. The WIC® logo and acronym are registered trademarks of the United States Department of Agriculture and therefore the authorized vendor is not permitted to utilize any aspect of the WIC acronym or logo, service mark, or close facsimiles in the name of the vendor, store advertising, promotional material, or incentives. WIC authorized vendors are only allowed to use the WIC acronym or logo signage in the size as provided by the State Agency. The authorized vendor cannot reproduce their own signage. The WIC authorized vendor cannot use or apply any stickers, tags, or labels that have the WIC acronym or logo directly on WIC-approved products. The State Agency will restrict the use of channel strips or shelf-talkers with the WIC acronym or logo to only those provided or approved by the State Agency. Use of the WIC acronym or logo, or close facsimiles prior to authorization or during the period of authorization in the name of the vendor, for advertising, promotional material, or incentives will cause a non-authorization status for the next ninety (90) days from the notification of the inappropriate usage or appropriate corrective State Agency sanctions as stated in this agreement. Vendor compliance with the policies regarding the use of the WIC Acronym and logo will be evaluated at the initial on-site authorization visit, any other on-site visit regardless of the reason, during educational or compliance purchase visits and by any other objective means.
- nnn. This 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 period, the vendor must reapply for authorization.
- ooo. 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. The vendor's new application will be subject to the State Agency's limiting and selection criteria at the time of reapplication.



**VENDOR AGREEMENT TO PARTICIPATE IN THE UTAH WOMEN, INFANTS,
AND CHILDREN (WIC) PROGRAM (Federal Fiscal Years 2016-2018)**

ppp. The vendor must comply with the vendor agreement and Federal and State statutes, regulations, policies, and procedures governing the Program, including any changes made during the agreement period. Non-compliance with the above regulations may result in suspension or disqualification from the WIC Program. Any vendor who commits fraud or abuse of the WIC Program is liable to prosecution under applicable Federal, State, or Local Laws. Those vendors who have willfully misapplied, stolen, or fraudulently obtained WIC program funds shall be subject to a fine of not more than \$25,000 (Section 104(b) of Public Law 105-336) 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. (CFR §245.12 (h)(3)(xx))

qqq. The vendor may not provide certificates or coupons redeemable for cash, alcoholic beverages or a tobacco product that are contingent upon redemption of a WIC check.

rrr. The vendor may not increase prices of approved foods to a level that would make the vendor ineligible for authorization or reauthorization.

sss. The vendor may not claim reimbursement for the sale of a specific approved food in an amount that exceeds the vendor's documented inventory of that food for the same period of time and/or exceeds the maximum reimbursement level established by three (3) standard deviations above the average in accordance with the vendor's peer group.

ttt. The vendor may not redeem a WIC check for food purchased or received at an address other than the physical store address that appears on the vendor's application.

uuu. The vendor may not deposit a WIC check into a bank account other than the authorized vendor's bank account.

vvv. The vendor will implement a corrective action plan if imposed by the State WIC Agency.

www. The vendor may not accept phone orders for WIC purchases. The vendor may not accept and hold WIC checks in promise of providing foods at a future date or different location.

xxx. The vendor or corporate offices are not permitted to develop any additional Utah WIC training materials other than those supplied by the Utah State Agency

without approval in writing from the Utah WIC Program. The vendor or corporate offices are not permitted to edit or change any WIC training material supplied by the State Agency.

yyy. The authorized vendor must provide an investigation of any complaints against the retailer if requested by the State Agency. This investigation shall include statements of employees, witnesses directly or indirectly involved in the incident. The retailer will provide the State Agency upon request copies of these statements and details of the incident/investigation within thirty (30) days of the request.

zzz. The vendor must allow the use of in-store or manufacturer's coupons when using WIC checks. In accordance to the Utah State Tax Commission administrative rule R865-19S-68(D), WIC purchases are tax exempt, whether or not a manufacturer's coupon is used. No sales tax is due on the purchase or on any manufacturer coupon used. The methodology by which the retailer account for the tax on the coupon is to deduct it from the value of the coupon.

aaaa. Nothing herein shall be construed to be inconsistent with the memorandum of understanding, executed by the US Department of Defense & the US Department of Agriculture, dated March 7, 1983 and incorporated herein by reference.

2. State WIC Office Responsibilities:

The State WIC Office Shall:

- a. Approve and maintain all vendor Agreements.
- b. Maintain an open enrollment period to accept applications throughout the agreement period with the exception of the last three (3) months of the agreement period. Vendor applications during this time period will only be processed if there is inadequate participant access to the WIC program, including a case in which a previously authorized vendor sells a store under circumstances that do not permit timely notification to the State Agency of the change of ownership.
- c. Reserve the right to demand refunds from the vendor for charges of more than the actual price of the supplemental foods.
- d. Reconsider payment for all WIC checks not paid by the bank, provided the WIC checks are submitted or

- inquiries made to the State Agency within sixty (60) days from the "First Day to Use."
- e. Disqualify a vendor who has been assessed a disqualification by the SNAP Program (Food Stamps).
 - f. Reserve the right to deny payment to the food vendor for improper WIC check redemption as described in this Agreement.
 - g. Assign State Agency violation points, sanctions, or disqualify a food vendor for reasons of Program abuse as outlined in the Vendor Violation Points and Sanctions Section.
 - h. Ensure training, training materials, or both are provided to all approved vendors.
 - i. Terminate a vendor agreement if the State Agency determines that a conflict of interest exists between the vendor and the WIC Program, at either the State or local level. The State Agency must ensure that no conflict of interest exists, as defined by applicable State laws, regulations, and policies, between the State Agency and any vendor under its jurisdiction. (7 CFR 246.12(t)).
 - j. Perform Routine Monitoring on a minimum of five percent (5%) of all authorized vendors annually.
 - k. Provide assistance to vendors by phone, written documentation or in person regarding problems they might have with WIC transactions (except for vendors with a finding or conviction of trafficking and SNAP Program (Food Stamp Program) disqualifications.
 - l. Prior to disqualifying a food vendor, the State Agency will consider whether the disqualification would create undue hardships for WIC participants. An undue hardship will be defined if there is no other WIC authorized vendor within twenty (20) miles. In deciding whether to postpone adverse action until a hearing decision is rendered, the State Agency may consider any other relevant criteria in addition to the above.
 - m. Conduct compliance purchases on a minimum of five percent (5%) of all authorized vendors in order to verify and document WIC Program abuse committed by authorized vendors. A vendor may be selected to be investigated at random or based on specific high-risk criteria, monitoring, complaints, redemption analysis findings or any combination thereof; high-risk vendors will be prioritized to receive compliance investigations.
 - n. Disqualify a vendor that has been disqualified or assessed a civil money penalty in lieu of disqualification by another State Agency for a mandatory vendor sanction. The length of the disqualification must be for the same length of time as the disqualification by the other State Agency or, in the case of a civil money penalty in lieu of disqualification assessed by the other State Agency, for the same length of time for which the vendor would otherwise have been disqualified.
 - o. Provide the vendor with a thirty (30) day written notice regarding any adverse action and the opportunity to appeal and/or correct the adverse action within thirty (30) days of the notification.
 - p. Provide administrative reviews of sanctions to the extent required by 7 CFR 246.18.
 - q. The State Agency shall take follow-up action within ninety (90 days) of detecting any questionable WIC checks, suspected vendor overcharges, and other errors and shall implement procedures to reduce the number of errors when possible.
 - r. Give a minimum notice of thirty (30) days to vendors regarding changes to Federal or State statutes, regulations, policies, or procedures governing the WIC Program before changes are implemented.
 - s. The State Agency must inform all vendors of the criteria for peer groups, and must inform each individual vendor of its peer group assignment through direct correspondence or designated in their individual Utah vendor Agreements.

3. Definitions

- a. Above-50% Vendors means vendors that derive more than 50 percent of their annual food sales revenue from WIC checks, and new vendor applicants expected to meet this criterion under guidelines approved by FNS, are defined as above-50-percent vendors.
- b. Authorized foods WIC food items authorized by the State Agency for issuance to a particular participant as indicated in the annual Utah WIC Authorized Foods List.
- c. Cash-value voucher means a fixed-dollar amount WIC check, voucher, electronic benefit transfer (EBT) card or other document, which is used by a participant to obtain authorized fruits and



VENDOR AGREEMENT TO PARTICIPATE IN THE UTAH WOMEN, INFANTS, AND CHILDREN (WIC) PROGRAM (Federal Fiscal Years 2016-2018)

- vegetables. The term Cash-Value Voucher is used to refer to the Utah WIC check type that has a maximum value printed on the WIC check for the purchase of fruits and vegetables.
- d. Commissary means a vendor located on a U.S. military facility.
- e. Compliance buy means a covert, on-site investigation, in which a representative of the Program poses as a participant, endorser, or proxy, transacts one or more WIC checks and does not reveal during the visit that he or she is a WIC program representative.
- f. EBT means electronic benefits transfer
- g. Food Delivery System means the method used by State and local agencies to provide supplemental foods to participants.
- h. Food Instrument means a voucher, WIC check, electronic benefits transfer card (EBT), coupon or other document which is used by a participant to obtain supplemental foods. The term 'Food Instrument' is used to refer to the type of Utah WIC check that contains a list of WIC foods to be purchased including sizes and quantities.
- i. Food sales means the total value, in dollars, of all foods that are eligible items under the Supplemental Nutrition Assistance Program (SNAP/Food Stamp Program). – These foods are intended for home preparation and consumption and include meat, fish and poultry; bread and cereal products; dairy products; fruits and vegetables. Items such as condiments and spices, coffee, tea, cocoa, and carbonated and noncarbonated beverages are included in food sales only when offered for sale along with foods in the four primary categories. Food sales do not include any items that are not approved for purchase with Supplemental Nutrition Assistance Program (SNAP/Food Stamp Program) benefits, such as non-food items, alcoholic beverages, hot foods, or food that will be eaten on the store premises.
- j. Inadequate Participant Access means an undue hardship for participant access will be defined as no other WIC authorized vendor within twenty (20) miles.
- k. 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 redeemed by the vendor during a given period of time.
- l. Investigation means a method used by the State Agency to determine if violations are occurring.
- m. Pattern means repeated incidences of the same violation; sanctions are based on the number and severity of the incidences of the violation.
- n. Redemption period means the date by which the vendor must submit the WIC check for redemption. This date must be no more than 60 days from the first date on which the WIC check may be used. If the date is fewer than 60 days, then the State Agency must ensure that the allotted time provides the vendor sufficient time to submit the WIC check for redemption without undue burden.
- o. Sanction means an administrative action taken as a result of a violation.
- p. Store brand/Private labels means a A brand owned not by a manufacturer or producer but by a retailer or supplier who gets its goods made by a contract manufacturer under its own label.
- For cold cereal, full strength juice and frozen juice only, the WIC client MUST purchase an authorized store brand or private label (Western Family, Kroger, Albertsons/Essential Everyday, Great Value, Market Pantry, Hy-Top, Malt-O-Meal cereals are authorized under this definition) and cannot substitute a brand name (Kelloggs, General Mills, Post, Quaker Oats, Juicy Juice, Welchs, etc.). If the State WIC Office has determined that a retailer cannot obtain a store brand or private label cereal or juice, then a separate card will be given to the WIC participant indicating what can be purchased at those retailers.
- A store brand (also called a private label) MUST be purchased when indicated in the Authorized WIC Foods booklet. Some examples of store brands or private labels include: Western Family, Kroger, Albertsons/Essential Everyday, Great Value, Market Pantry, Hy-Top, (Malt-O-Meal cereals are authorized under this definition), other store brands or private labels may be available. If a store carries more than one store brand or private label then either product may be purchased regardless of price. If the store does not carry a store brand/private label for the WIC food item, then the cheapest brand name food item (such as Skippy, Kraft, Meadow Gold, etc.) can be purchased.



VENDOR AGREEMENT TO PARTICIPATE IN THE UTAH WOMEN, INFANTS, AND CHILDREN (WIC) PROGRAM (Federal Fiscal Years 2016-2018)

- q. Vendor means a Utah WIC vendor who is a sole proprietorship, partnership, cooperative association, corporation, or other business entity operating one or more stores, transacting WIC and non-WIC food commodities, having at least one cash register, reporting Utah state sales tax, providing food sales on a year-round basis (excluding holidays or Sundays), and be authorized by the State Agency to provide approved supplemental 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 same business entity. New applicants and currently authorized vendors must stock and provide a variety of foods in each of the following staple food groups on a continual basis: a minimum of 10 lbs of meat, poultry or fish; bread and cereal; fresh fruits/vegetables, dairy, and baby foods (fruits/vegetables and meats); operate from a fixed, retail location; have a valid license to operate a business in the State of Utah; and have, as a minimum, at least fifty percent (50%) of their shelf space designated to the sale of non-WIC food items and non-WIC food transactions must be at least fifty percent (50%) of total food sales (including infant formula).
- r. Vendor Overcharge means intentionally or unintentionally charging the State Agency more for authorized WIC food items than is permitted under the vendor agreement. For sanctions to be assessed against a vendor, overcharging must be established by a pattern of redemptions. (7 CFR 246.2-Definitions)
- s. Vendor violation means any intentional or unintentional action of a vendor's current owners, officers, managers, agents, 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.
- t. Violation means an infraction of WIC program regulations, policies or agreements.
- u. WIC Check means both WIC Food Instruments and Cash-Value Vouchers.
- 4. Electronic Benefits Transfer Systems**
- a. A vendor shall have an Authorized vendor Agreement with the State Agency and operate a certified system implementation prior to accepting WIC EBT Cards for purchase.
- b. A vendor may have an Authorized vendor Agreement with more than one State Agency and therefore, accept WIC EBT Cards issued by more than one State Agency.
- c. EBT Training
- i. The State Agency shall incorporate EBT specific materials in all training required for vendors required by regulation
- ii. WIC EBT specific training may be provided at initial implementation or as needed by WIC State agencies.
- iii. EBT specific training shall include use of WIC EBT Cards, policy and procedural steps, daily settlement and reconciliation and file handling requirements (e.g., periodic downloads of APL, Hot Card List or other files).
- d. Vendor Card Acceptance
1. A vendor shall accept the WIC EBT Cards of the State Agency for which they are authorized.
2. The WIC EBT Card must be presented at the time of purchase.
- e. Vendor Signage
- i. Vendors shall display a sign that reflects the WIC EBT Card design for the Utah WIC Program.
- ii. Vendors may use the State WIC EBT Card design or logo to identify WIC checkout lanes that accept Utah WIC EBT Cards in a manner consistent with lane identifiers for other payment types.
- iii. WIC Cardholders may not be restricted to a single lane of those lanes equipped to accept the Utah WIC EBT Card.
- f. Vendor Transaction Processing Requirements (EBT)
- i. A vendor shall establish a direct or indirect telecommunications connection for the routing of transactions and exchange of files with the Card issuer or the Card Issuer's EBT Card Processor. The vendor may choose to use an Acquirer or Third Party Processor directly or indirectly connected to their Card Issuer for this purpose.

- ii. A vendor or its Acquirer shall conform to the X9,93-2:2008 Financial Transaction Message – Electronic Benefits Transfer (EBT) – Part 2:Files, 2008 (and future updates) standard for file processing as defined in the WIC Technical Implementation Guidelines.
- iii. A vendor shall be identified by unique vendor identification information assigned by the State Agency. The vendor shall also be identified by their store name and address on receipts provided by the vendor.

5. Appeals/Reviews

- a. The State Agency shall provide an appeal/hearing procedure whereby a food vendor adversely affected by a State Agency action may appeal the action.
- b. The firm or vendor has the right to this appeal/review process within thirty (30) days of the notice of the adverse action.
- c. The appeal or review procedures are available upon request and the applicable review procedures will be provided along with an adverse action subject to administrative review.
- d. Neither the State Agency nor the vendor has an obligation to renew the Vendor Agreement. The State Agency or the vendor may terminate the agreement for cause after providing at least thirty (30) day advance written notice.
- e. The State Agency will provide full administrative reviews to vendors that appeal the following adverse actions:
 - 1) Denial of authorization based on the application of the vendor selection criteria for minimum variety and quantity of authorized supplemental foods (7 CFR 246.12(g)(3)(i)), or on a determination that the vendor is attempting to circumvent a sanction 7 CFR 246.12(g)(6));
 - 2) Termination of an agreement for cause;
 - 3) Disqualification; or
 - 4) Imposition of a fine or civil money penalty in lieu of disqualification
- f. The State Agency must provide abbreviated administrative reviews to vendors that appeal the following adverse actions, unless the State Agency

decides to provide full administrative reviews for any of these types of adverse actions:

- 1) Denial of authorization based on the vendor selection criteria for business integrity or for a current SNAP Program (Food Stamp Program) disqualification or civil money penalty for hardship (7 CFR 246.12(g)(3)(ii) and (g)(3)(iii));
- 2) Denial of authorization based on the application of the vendor selection criteria for competitive price (7 CFR 246.12(g)(4));
- 3) The application of the State Agency’s vendor peer group criteria and above-50-percent status determinations, when the application for this criteria is the basis for adverse action (denial of authorization or termination of agreement for cause). The peer group and above-50-percent criteria are not subject to review, only the application of the criteria;
- 4) Denial of authorization because a vendor submitted its application outside the timeframes during which applications are being accepted and processed as established by the State Agency under 7 CFR 246.12(g)(8);
- 5) Termination of an agreement because of a change of ownership or location or cessation of operations (7 CFR 246.12(h)(3)(xvii));
- 6) Disqualification based on a trafficking conviction (7 CFR 246.12(l)(l)(i));
- 7) Disqualification based on the imposition of a SNAP Program/Food Stamp Program civil money penalty for hardship (7 CFR 246.12(l)(2)(ii));
- 8) Disqualification or a civil money penalty imposed in lieu of disqualification based on a mandatory sanction imposed by another State Agency (7 CFR 246.12(l) (2) (iii)).
- 9) A civil money penalty imposed in lieu of disqualification based on a SNAP Program disqualification under 7 CFR 246.12(l)(1)(vii).
- 10) Denial of an application based on a determination of whether an applicant vendor is currently authorized by the SNAP Program.
- 11) Denial of authorization based on a SA established vendor selection criterion if the basis of the denial is a vendor sanction or a SNAP Program or withdrawal of authorization or disqualification.

- 12) Denial of authorization based on the State agencies vendor-limiting criteria
- g. The State Agency may not provide administrative reviews to vendors that appeal the following actions:
 - 1) The validity or appropriateness of the State Agency's vendor limiting criteria (7 CFR 246.12(g)(2)) or vendor selection criteria for minimum variety and quantity of supplemental foods, business integrity, and current SNAP Program disqualification or civil money penalty for hardship (7 CFR 246.12(g)(3));
 - 2) The validity or appropriateness of the State Agency's vendor selection criteria for competitive price (7 CFR 246.12(g)(4)), including, but not limited to, vendor peer group criteria and the criteria used to identify vendors that are above-50- percent vendors or comparable to above- 50-percent vendors;
 - 3) The validity or appropriateness of the State Agency's participant access criteria and the State Agency's participant access determinations (7 CFR 246.18(a)(1)(iii));
 - 4) The State Agency's determination whether a vendor had an effective policy and program in effect to prevent trafficking and that the ownership of the vendor was not aware of, did not approve of, and was not involved in the conduct of the violation (7 CFR 246.12(l)(1)(i)(B)).
 - 5) Denial of authorization if the State Agency's vendor authorization is subject to the procurement procedures applicable to the State Agency;
 - 6) The expiration of a vendor's agreement;
 - 7) Disputes regarding WIC check payments and vendor claims (other than the opportunity to justify or correct a vendor overcharge or other error, as permitted by 7 CFR 246.12(k)(3);
 - 8) Disqualification of a vendor as a result of disqualification from the SNAP Program (7 CFR 246.12 (l)(1)(vii)) and
 - 9) The validity and appropriateness of the State Agencies criteria for determining whether a vendor applicant is expected to be an above-50-percent vendor (7 CFR 246.12(a) (1) (iii) (A) and (B).
- 10) The State Agency's determination to include or exclude an infant formula manufacturer, wholesaler, distributor, or retailer from the list required pursuant to 7 CFR 246.12(g) (11);
- 11) The State Agency's determination whether to notify a vendor in writing when an investigation reveals an initial violation for which a pattern of violations must be established in order to impose a sanction, pursuant to 7 CFR 246.12(l)(3)

5. Vendor Peer Groups
(Public Law 108-265, 17(h) (11) (A))

- a. The vendor agrees that their place of business must be accessible to all WIC participants and the general public for transactions other than WIC, and will be classified as one of the following vendor peer groups based on WIC program definitions. A vendor cannot qualify for more than one peer grouping and will be assigned the most compatible peer grouping based on the criteria outlined below as a result of a group cluster analysis of these criteria. To ensure that the vendor peer groups remain effective (7 CFR 246.12(g)(4)(ii)), the State Agency will assess its peer grouping methodology at least every three (3) years and make adjustments as necessary.
- b. When classifying a vendor initially into a peer group, the criteria will include: 1) Square Footage; 2) Number of Cash Registers; 3) Type Store Structure- Sole Proprietor, Partnership, or Corporation; 4)SNAP Program sales volume for stores on the SNAP Program; and 5) Geography- Remote Rural, Rural, Slightly Urban, Urban, Metro Market Edge, Metro Market Center.
- c. Peer group assignment for authorized vendors without initial sales data will be re-evaluated at six (6) months after the initial assignment but will now include: 1) Food sales- SNAP Program eligible foods including infant formula.
- d. All authorized vendors will receive peer group review on a yearly basis.
- e. Peer grouping designation will be based on the analysis evaluation most consistent with the weighting of all assigned criteria.
- f. Vendors in outlying zip code locations, which incur documented excessive shipping or fuel costs by the distributor or other objective means may be exempted from the other criteria and may be adjusted.

- g. Vendors found to have greater than 50% of their total food sales (including infant formula) for any month in WIC check redemption will be terminated with a thirty (30) day notification. Vendors terminated for greater than 50% of their total food sales (including infant formula) in WIC redemption cannot reapply for authorization for nine (90) days after the termination date.

6. Food Inventory Requirements

- a. The vendor agrees to have on the shelf for purchase a reasonable choice of authorized WIC foods as listed under the assigned peer group.
- b. **Peer groups 1 and 2** – WIC stores agree to have on the shelf and stock the following minimum varieties and quantities of WIC food items:
- 1) **Infant formula: Similac Advance (Abbott Nutrition) and WIC contracted soy based formula:** Quantity on shelf—twelve (12) cans of powder of each brand on the shelf; Additional quantity in inventory or on the shelf: a minimum of two (2) cases of Similac Advance powder; one (1) case of contracted soy formula powder the vendor agrees to acquire sufficient quantities of Similac Advance and contracted soy infant formula, or other infant formulas that can be obtained through grocery wholesalers above the minimum inventory requirements, in order to redeem WIC checks being presented at the vendor site within 72 hours of notification of the need without causing participant inconvenience or hardship.
 - 2) Infant cereal: stock at least two (2) different varieties (i.e. Rice and Oatmeal) without fruit in 8-oz. size; quantity in stock—eight (8) 8-oz. containers.
 - 3) Milk: Whole, 2%, 1%, or skim milk in gallons, half-gallons, and quart sizes; quantity in stock—ten (10) gallons, six (6) half-gallons, and six (6) quarts.
 - 4) Evaporated milk: stock at least one (1) variety in 12-oz. cans; quantity in stock—ten (10) cans.
 - 5) Authorized cheese, stock: at least two (2) different varieties in 1 lb. packages (packages less than 1 lb. can combine to total 1 lb.); quantity in stock—ten (10) packages of varying sizes of authorized varieties. No sliced cheese, cheese foods, deli items, cheese products or spreads.
 - 6) Authorized WIC Yogurt: stock at least 3 different brands and varieties of plain or flavored.

7) Authorized WIC cereals: stock at least six (6) different authorized varieties; quantity in stock—four (4) containers of each variety. At least three (3) of the authorized varieties must be whole grain cereals.

8) Authorized WIC juice: stock at least two (2) different varieties of 12-oz. frozen juice; quantity in stock—six (6) cans of each variety and size. At least two (2) different authorized varieties of 64-oz full strength juice; quantity in stock—eight (8) cans of each variety and size.

9) Eggs, authorized size: one (1) dozen; quantity in stock—ten (10) dozen.

10) Authorized peanut butter: stock at least two (2) different varieties in 16-18 oz. size; quantity in stock—eight (8) jars of each variety.

11) Authorized dry peas/beans/lentils: in 16-oz. packages; stock at least four (4) different varieties; quantity in stock—four (4) packages of each variety.

12) Authorized canned fish: at least two (2) different varieties (light tuna and salmon) in 5-oz containers; quantity in stock – ten (10) cans of each variety.

13) Stock at least six (6) different varieties of authorized fresh fruits and four (4) different varieties of authorized fresh vegetables; quantity in stock for each variety: twelve (12) authorized fruit and vegetable commodities per variety.

14) Infant single variety fruits and single variety vegetables: stock at least three (3) different varieties of authorized 4-oz jars of; total quantity in stock for all varieties maintained by the store: 40 - 4 oz jars in any combination (includes shelf stock and storage inventory).

15) Infant meats: Stock at least three (3) different single varieties of authorized 2.5-oz jars; total quantity in stock for all varieties maintained by the store: 20 – 2.5-oz jars (including shelf stock and storage inventory).

16) Authorized whole wheat bread: Stock at least one (1) variety of 16-oz size; quantity in stock: eight (8) loaves.

17) Authorized canned beans, peas, or lentils: Stock at least two (2) different varieties of 15 to 16-oz size; quantity in stock: eight (8) cans per variety.

18) Authorized Tortillas: Stock at least one (1) 16 oz. variety of soft corn or whole wheat tortillas; quantity in stock: eight (8) packages.

19) Authorized Brown Rice: Stock at least one (1) variety of brown rice (regular 16oz, instant 14 to 16-oz); quantity in stock: eight (8) packages.

c. **Peer groups 3 and 4** – Stores agree to have on the shelf and stock the following minimum varieties and quantities of WIC food items:

1) **Infant formula: Similac Advance (Abbott Nutrition) and WIC contract for soy based formula;** Quantity on shelf—twelve (12) cans of powder of each brand on the shelf Additional quantity in inventory or on the shelf: a minimum of one (1) case of Similac Advance powder;—the vendor agrees to acquire sufficient quantities of Similac Advance and contracted soy based infant formula, or other infant formulas that can be obtained through grocery wholesalers above the minimum inventory requirements, in order to redeem WIC checks being presented at the vendor site within 72 hours of notification of the need without causing participant inconvenience or hardship.

2) Infant cereal: at least two (2) different varieties (i.e. Rice and Oatmeal) without fruit in 8-oz. size; quantity in stock—six (6) 8-oz. containers.

3) Milk: Whole, 2%, 1%, or skim milk in gallons, half-gallons, and quart sizes; quantity in stock—four (4) gallons, four (4) half-gallons, and four (4) quarts.

4) Evaporated milk:, stock at least one (1) variety in 12-oz. cans; quantity in stock—five (5) cans.

5) Authorized cheese, stock: at least two (2) different varieties in 1 lb. packages (packages less than 1 lb. can combine to total 1 lb.); quantity in stock—five (5) packages of varying sizes of authorized varieties. No sliced cheese, cheese foods, deli items, cheese products or spreads.

6) Authorized WIC Yogurt: stock at least 2 different brands and varieties of plain or flavored.

7) Authorized WIC cereals: at least four (4) different authorized varieties; quantity in stock—four (4) containers of each variety. At least two (2) of the authorized varieties must be whole grain cereals

8) Authorized WIC juice: at least two (2) different authorized varieties of 12-oz. frozen juice; quantity in stock—six (6) cans of each variety and size. At least two (2) authorized varieties of 64-oz full strength juice; quantity in stock—six (6) cans of each variety and size.

9) Eggs, authorized size: one (1) dozen; quantity in stock—six (6) dozen.

10) Authorized peanut butter: at least two (2) different varieties in 16-18 oz. size; quantity in stock—four (4) jars.

11) Authorized dried peas, beans or lentils: at least three (3) different varieties in 16-oz. packages; quantity in stock—three (3) packages of each variety.

12) Authorized canned fish, stock: at least two (2) different varieties (light tuna and salmon) in 5-oz containers; quantity in stock – six (6) cans for each variety.

13) Stock at least four (4) different varieties of authorized fresh fruits and two (2) different varieties of authorized fresh vegetables; quantity in stock for each variety: eight (8) authorized fruit and vegetable commodities per variety.

14) Infant single variety and single variety vegetables: Stock : at least two (2) different varieties of authorized 4-oz jars of; total quantity in stock for all varieties maintained by the store: 30 - 4 oz jars in any combination (includes shelf stock and storage inventory).

15) Infant meats: Stock at least two (2) different single varieties of authorized 2.5-oz jars; total quantity in stock for all varieties maintained by the store: 15 – 2.5-oz jars (including shelf stock and storage inventory).

16) Authorized whole wheat bread: Stock at least one (1) variety of 16-oz size of; quantity in stock: six (6) loafs.

17) Authorized canned beans, peas, or lentils: Stock at least two (2) different varieties of 15 to 16-oz, quantity in stock: six (6) cans per variety.

18) Authorized Brown Rice: Stock at least one (1) variety of brown rice (regular 16oz, instant 14 to 16-oz); quantity in stock: eight (8) packages.

19) Authorized Tortillas: Stock at least one (1) 16 oz. variety of soft corn or whole wheat tortillas; quantity in stock: eight (8) packages.

d. **Peer group 5** – Stores agree to have on the shelf and stock the following minimum varieties and quantities of WIC food items:

1) **Infant formula: Similac Advance (Abbott Nutrition) and WIC contract for soy based formula;** Quantity on shelf—six (6) cans of powder of Similac Advance on the shelf; The vendor agrees to acquire sufficient quantities of Similac Advance and contract



VENDOR AGREEMENT TO PARTICIPATE IN THE UTAH WOMEN, INFANTS, AND CHILDREN (WIC) PROGRAM (Federal Fiscal Years 2016-2018)

soy based infant formula, or other infant formulas that can be obtained through grocery wholesalers above the minimum inventory requirements, in order to redeem WIC checks being presented at the vendor site within 72 hours of notification of the need without causing participant inconvenience or hardship.

- 2) Infant cereal, stock at least two (2) different varieties (i.e. Rice and Oatmeal) without fruit in 8-oz. size; quantity in stock—four (4) 8-oz containers.
- 3) Milk: Whole, 2%, 1%, or skim milk in gallons, half-gallons, and quart sizes; quantity in stock—two (2) gallons, two (2) half-gallons, and two (2) quarts.
- 4) Evaporated milk, stock: at least one (1) variety in 12-oz. cans; quantity in stock—two (2) cans.
- 5) Authorized cheese, stock: at least two (2) different varieties in 1 lb. package (packages less than 1 lb. can combine to total 1 lb.); quantity in stock—two (2) packages of varying sizes of authorized varieties. No sliced cheese, cheese foods, deli items, cheese products or spreads.
- 6) Authorized WIC Yogurt: stock at least 1 brand of plain or flavored.
- 7) Authorized WIC cereals, stock at least two (2) different authorized varieties; quantity in stock—two (2) containers of each variety. At least one (1) of the authorized varieties must be whole grain cereals.
- 8) Authorized WIC juice, stock at least two (2) different varieties of 12-oz. frozen juice; quantity in stock—four (4) cans of each variety and size. At least two (2) different authorized varieties of 64-oz full strength juice; quantity in stock—four (4) cans of each variety and size.
- 9) Eggs, authorized size; one (1) dozen; quantity in stock—two (2) dozen.
- 10) Authorized Peanut butter, stock: at least two (2) different varieties in 16 - 18-oz. size; quantity in stock—two (2) jars.

- 11) Authorized dried peas, beans or lentils: at least two (2) different varieties, in 16-oz packages; quantity in stock—two (2) packages of each variety.
- 12) Authorized canned fish, stock: at least two (2) different authorized varieties (light tuna and salmon) in 5-oz containers; quantity in stock – four (4) cans of each variety.
- 13) Authorized fresh fruits: Stock at least two (2) different varieties of and authorized fresh vegetables: at least two (2) varieties of; quantity in stock for each variety: four (4) authorized fruit and vegetable commodities per variety.
- 14) Infant single variety fruits and single variety vegetables: Stock at least two (2) different varieties of authorized 4-oz jars of; total quantity in stock for all varieties maintained by the store: 20 - 4 oz jars in any combination (includes shelf stock and storage inventory).
- 15) Stock Infant meats: at least two (2) different single varieties of authorized 2.5-oz jars; total quantity in stock for all varieties maintained by the store: 10 – 2.5-oz jars (including shelf stock and storage inventory).
- 16) Authorized whole wheat bread: Stock at least one (1) variety of 16-oz size of; quantity in stock: four (4) loaves.
- 17) Authorized canned beans, peas, lentils: Stock at least two (2) different varieties of 15 to 16-oz, quantity in stock: four (4) cans per variety.
- 18) Authorized Brown Rice: Stock at least one (1) variety of brown rice (regular 16oz, instant 14 to 16-oz); quantity in stock: four (4) packages.
- 19) Authorized Tortillas: Stock at least one (1) 16 oz. variety of soft corn or whole wheat tortillas; quantity in stock: four (4) packages.

VENDOR AUTHORIZATION – LIMITING AND SELECTION CRITERIA

1. Vendor Authorization

a. Vendor authorization is 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. (7 CFR 246.12(h))

b. In determining if a vendor is expected to meet the more than fifty percent (50% criterion (see definitions in Food Delivery: Utah vendor), the State Agency shall ask each vendor applicant whether it is expected that more than fifty percent (50% of its monthly revenue will come from the sale of foods by the redemption of WIC checks (see Utah vendor Agreement, page 1). If the answer is “yes,” no

further assessment is necessary; the vendor may not be authorized. If the answer is “no,” the State Agency shall conduct an assessment to determine whether the vendor applicant may be authorized. The State Agency shall assess the vendor using additional vendor agreement questions, on-site pre-authorization visits, data sources, and other methodologies to make the determination. Failure of a vendor applicant to provide documentation requested by the State Agency shall result in denial of the application.

- c. If the State Agency determines that the vendor may be authorized, the on-site preauthorization visit (required in the WIC Program regulations at 7 CFR 246.12(g) (4)) At six (6) months the State will confirm that the new store is not meeting the more than fifty percent (50%) criterion.
- d. The State Agency will terminate newly authorized vendors that are subsequently determined to have greater than 50% of their total food sales (including infant formula) in WIC redemption. The State Agency will terminate the agreement with a thirty (30) day notification if it determines that a vendor has greater than 50% of their total food (including infant formula) sales in WIC check redemption in any month or year during the agreement period. Vendors terminated for greater than 50% of their total food sales (including infant formula) in WIC redemption cannot reapply for authorization for ninety (90) days after the termination date.

2. Vendor Limiting and Selection Criteria

- a. The Utah WIC Program will authorize an adequate number of vendors in order to provide access to acquire WIC food items and provide a vendor population that is cost-effective and can be efficiently managed by the State and local WIC agencies. Any vendor that is rejected cannot reapply for application of Limiting or Selection Criteria for thirty (30) days. Application documentation and records are valid for thirty (30) days from the date received at the State WIC office. Application documentation and records are valid for thirty (30) days from the on-site preauthorization visit.

3. Vendor Limiting Criteria

- a. Vendor limiting criteria is established by the State Agency to determine the maximum number and distribution of vendors it authorizes pursuant to 7 CFR 246.12(g) (2) of the Federal Register.

- b. When a vendor requests application for participation, the State Agency will examine the following Vendor Limiting Criteria to determine if the vendor is needed for the clinic service area prior to authorization:

1) **Participant/vendor zip code ratio limitation:** If the participant to vendor ratio is less than 200:1 for matching participant to vendor zip codes in Cache, Weber, Davis, Salt Lake and Utah Counties or less than 50:1 for matching participant to vendor zip codes in the remaining counties, the Utah WIC program will not authorize new vendors unless the pricing of WIC foods at the applicant vendor are within 3 standard deviations of the average prices of the lowest peer group vendors in the zip code location.

2) **Limiting Criteria Exceptions:** Exceptions to the zip code participant to vendor ratio are: Military Commissaries.

3) Out of state vendors which are needed for participant access may be considered for authorization on the program.

4. Vendor Selection Criteria

- a. After having completed the Vendor Limiting Criteria, the vendor will be evaluated for selection to the Utah WIC Program. The vendor agrees to an on-site pre-authorization evaluation and training by a State and/or local WIC agency WIC staff person. The State or local WIC agency representative has up to thirty (30) calendar days from the vendor request for an on-site pre-authorization evaluation, after the limiting criteria have been applied, to conduct the actual on-site visit. The State Agency has up to twenty (20) calendar days from the date the completed on-site pre-authorization evaluation is received at the State Agency until a notification letter is sent regarding authorization or rejection.
- b. The vendor agrees to meet or exceed the minimum Selection Criteria in order to be accepted as a Utah authorized vendor.

5. Minimum Selection Criteria – Vendor selection criteria means the criteria established by the State Agency to select individual vendors for authorization consistent with the requirements in 7 CFR 246.12(g) (3) of the Federal Register.

1) **Competitive price and price limitations:** The price of each WIC eligible food item does not exceed three

standard deviations (3 SD) of the average cost of the same WIC eligible food in other WIC authorized vendors in the same peer group. (Public Law 108-265, Section 203(e), 17(h) (11) (B) and (C))

2) Minimum variety, quantity, and quality of supplemental foods: Vendor has on the shelf and in stock the minimum variety and quantity of WIC eligible food items with prices plainly marked on the product or shelf according to the assigned vendor peer group. Vendor has WIC items on the shelf that are not dented, previously opened, markings or stamp of a another store name, out of date items, altered case lot numbers or expiration dates, altered or marked through UPC codes, or items sold as damaged goods.

3) Business Integrity: Unless denying authorization of a vendor applicant would result in inadequate participant access, the State agency may not authorize a vendor applicant if during the last six years the vendor applicant or any of the vendor applicant's current owners, officers, or managers have been convicted of or had a civil judgment entered against them for any activity indicating a lack of business integrity. Activities indicating a lack of business integrity include fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, and obstruction of justice. The State agency may add other types of convictions or civil judgments to this list. (7 CFR 246.12(g) (3) (ii)). The state agency may choose not to authorize a vendor, or additional stores by the same owner, who has ever been charged with any of the above crimes. The state agency may conduct background checks of the owners, officers or managers of vendor applicants. The state agency may choose not to authorize a vendor, or additional stores by the same owner, who has ever been disqualified from the Supplemental Nutrition Assistance Program (SNAP/Food Stamp Program); or that has been assessed a Supplemental Nutrition Assistance Program (SNAP/Food Stamp Program) civil money penalty; or is currently under a formal investigation by SNAP.

4) Current Food Stamp Program disqualification or civil money penalty for hardship: Unless denying authorization of a vendor applicant would result in inadequate participant access, the State Agency may not authorize a vendor or additional stores by the same owner that was disqualified from the SNAP/Food Stamp Program or that has been assessed a SNAP/Food Stamp Program civil money penalty for hardship and the disqualification period that otherwise have been imposed has not expired.

5) Sale of a store to circumvent a WIC Sanction: The State Agency may not authorize a vendor applicant if the State Agency determines the store or business has been sold to circumvent a WIC sanction. These criteria will include: 1) Opening a different store under a new name to circumvent a sanction; 2) Selling the store to a relative by blood or marriage to circumvent a sanction; or 3) Selling the store to an individual or organization for less than the fair market value to circumvent a sanction.

6) Current WIC disqualification and sanctions: The State Agency may not authorize a vendor applicant if the State Agency determines if: 1) Any vendor has been disqualified from Utah or any other State Agency or ITO WIC Program for two (2) or more years as a result of a disqualification activity by the vendor, one of its current employees whose duties include handling WIC checks, or owners, officers, directors, or partners; 2) Any vendor who has requested a termination from the Utah WIC Program with an outstanding reimbursement for overcharge or Program administrative cost; or 3) Any vendor has failed to take requested action by the Utah WIC Program within thirty (30) days after notification by certified letter, or failure to provide requested data or records, or failure to allow monitoring of the vendor, or failure to attend or complete required training sessions.

7) Hours of operation, store cleanliness: The time frame of business operation and hours are appropriate for participant access: The vendor provide food sales on a year-round basis (excluding holidays or Sundays); be open a minimum of 8 hours of operation per day, a minimum of which 2 hours must be in the morning; five (5) days a week; except for military commissaries. During the WIC pre-authorization site visit, the vendor will be examined for the following: floors clean and in good repair, swept, and free from dirt, filth or excess rubbish; no evidence of insects or rodents within the store premises; garbage or refuse within the store premises are covered; no evidence of thawing and then refreezing of foods (cans of frozen juice stuck together); foods properly stored or refrigerated; freezer and cooler temperatures meet minimum requirements; and no evidence of food spoilage or out dated products.

8) Amount of WIC Food Transactions: All vendors must have, as a minimum, at least fifty percent (50%) of their shelf space designated to the sale of non-WIC food items and non-WIC food transactions must be at least fifty percent (50%) of total food sales (including infant formula). The State Agency may request invoices to substantiate the foods that have been purchased for sale. (WIC Reauthorization Act of 2004, Public Law 108-265, Sections 203(e) (10) and 203(e) (13).

9) Determination of Vendors with greater than 50% Redemption of their total food sales or receipts in WIC dollars: 1) The vendor applicant cannot currently have one or more WIC authorized stores (including states outside of Utah) where WIC food sales (including infant formula) are more than fifty percent (50%) of total annual food sales (including infant formula); 2) The vendor applicant currently offers for sale primarily WIC authorized food items (i.e. does not offer a variety of foods in the staple food groups – see Selection Criteria; and 3) The vendor has designated at a minimum, greater than fifty percent (50%) of the shelf space to the sale of non-WIC foods.

10) Purchase of Infant Formula: Vendors authorized to participate in the WIC Program shall only purchase infant formula from wholesalers, distributors, and retailers licensed and/or registered with the State Tax Commission as a business in the State and in accordance with State law and infant formula manufacturers registered with the Food and Drug Administration that provide infant formula. (Section 203(e) (8) of the Child Nutrition and WIC Reauthorization Act of 2004, P.L. 108-265)

11) Full Service Vendor: The vendor must provide food sales on a year-round basis (excluding holidays or Sundays); the vendor must stock and provide a variety of foods in each of the following staple food groups on a continual basis: ten pounds of meat, ten pounds of poultry or fish; bread or cereal; fresh vegetables or fruits, dairy (milk, eggs, and cheese), and baby foods (fruits/vegetables and meats). The State Agency may request the percentage of foods to be offered for sale in each category detailed above.

12) Fixed Location: The vendor must operate and transact WIC checks at a fixed, retail location.

13) Exceptions to Selection Criteria: Exceptions to selection criteria may be made if there are no other vendors within twenty (20) miles.

6. Initial Authorization

- a. Any vendor who attempts to transact Utah WIC checks prior to receiving the authorization letter and the vendor stamp will be subject to rejection of the WIC checks and loss of payment plus an additional thirty (30) day waiting period before authorization.

7. Evaluation of Currently Authorized Vendors

- a. The vendor must have redemption activity within a ninety (90) day period to continue on the WIC

Program unless the vendor is needed for participant access.

- b. To determine whether a currently authorized vendor meets the above-50-percent criterion, the State Agency must calculate WIC redemptions as a percentage of the vendor's total foods sales revenue. WIC redemption data used in the State Agency's calculations will cover the same period covered by the vendor's food sales amount.
- c. Identifying Potential Above-50-Percent Vendors from WIC and SNAP/Food Stamp Program Redemptions
 - i. The State Agency will compare all vendors' WIC redemptions to their vendor's SNAP (Food Stamp Program) redemptions for the same period. The State Agency will utilize acquired data from the State Agency's database compared with STARS and the assessment tool based on the TIP report data provided to the State Agency through the previous fiscal years data. If a vendor's SNAP (Food Stamp Program) redemptions exceed its WIC redemptions, no further assessment is required. The vendor will be deemed a non-fifty percent (50%) vendor. Collection of an annual food sales amount for the vendor would not be necessary.
 - ii. If the WIC redemptions exceed SNAP (Food Stamp) redemptions, then the State Agency will require SNAP (Food Stamp Program) eligible food sales data documentation from the vendor.
- d. The State Agency will calculate the ratio of WIC redemptions to the total annual food sales and designate the vendor as an above-50-percent vendor or a regular vendor. The food sales amount is an amount that is supported by written sales or financial statements, reports, tax forms, or other records sufficient for establishing SNAP/Food Stamp Program-eligible food sales.
- e. The State Agency will assess new vendors every six (6) months to ensure the vendor is assigned to the correct peer grouping. The State Agency shall monitor all newly authorized vendors to assure that they have been properly designated as being or not being above-50-percent vendors. Such monitoring shall include a comparison of WIC and SNAP/Food Stamp Program redemption data and/or a review of WIC redemptions to total food sales with six (6) months from the date of authorization. At authorization, the State Agency may notify vendors in writing of this assessment



VENDOR AGREEMENT TO PARTICIPATE IN THE UTAH WOMEN, INFANTS, AND CHILDREN (WIC) PROGRAM (Federal Fiscal Years 2016-2018)

and the requirement to provide proper written documentation of their total food sales.

f. If a vendor is authorized by more than one State Agency during the period under consideration, then the State Agency must obtain the amount of WIC redemption the vendor received from every other State Agency that authorized the vendor and sum of all of the WIC redemptions to calculate the ratio of WIC redemptions to total annual sales.

g. The State Agency will terminate the agreement with a thirty (30) day notification if the vendor fails to provide appropriate documentation of SNAP (Food Stamp Program) eligible food sales or the State Agency determines that a vendor has greater than fifty percent (50%) of their total food sales (including infant formula) in WIC check redemption in any month or year during the agreement period.

h. The State Agency may update or revise a vendor's designation at any time.

8. Renewal of the Vendor Agreement (Reauthorization) and Amendments

a. At the end of the agreement period as assigned by the State Agency, the vendor will be requested to apply for a renewal of the agreement. The vendor agrees to read and sign the new agreement, complete all applicable required information, and return the renewal forms and agreement to the Utah WIC Program by the designated time frames. The renewal of the agreement will be based upon both the Vendor Limiting Criteria and Vendor Selection Criteria. Expiration of a contract or agreement with a food vendor is not subject to appeal. Neither the State Agency nor the vendor has an obligation to renew the vendor agreement.

b. The vendor agreement may be amended at any time at the sole discretion of the State WIC Agency. Vendors who do not accept and sign amendments to the agreement are subject to expiration of the current vendor agreement after thirty (30) days notice.

MANDATORY FEDERAL DISQUALIFICATIONS, STATE AGENCY VIOLATION POINTS AND SANCTIONS

The State Agency shall determine the type and level of sanctions to be applied against food vendors based upon the severity, nature and pattern of the Program violations observed, and such other factors as appropriate (for example: whether the offenses represented vendor policy or whether they represent the actions of an individual employee who did not understand the Program Rules).

1. Procedure

a. The State Agency does not have to provide the vendor with a prior warning that violations were occurring before conducting compliance purchases or imposing any of the State Agency Violation Points or Sanctions described.

b. If a State Agency finds that a vendor has committed a violation that requires a pattern of occurrences in order to impose a sanction, the State Agency must notify the vendor of the initial violation in writing prior to documentation of another violation, unless the State Agency determines, in its discretion, on a case-by-case basis, that notifying the vendor would compromise an investigation. The State Agency will document in the vendor file the reason why the notification would compromise the investigation. The State Agency may conduct another compliance buy visit after the

notification of violation is received by the vendor, or presumed to be received by the vendor, consistent with the State Agency's procedures for providing such notification.

- 1) A notice may not be given: 1) For violations involving a vendor's redemptions exceeding its inventories, since there are no initial violations in such instances; 2) For violations that only require one incidence before a sanction is imposed; 3) If such notice could compromise covert investigations of the vendor being conducted by the SNAP/Food Stamp Program, the USDA Office of the Inspector General, the State Police, or other authorities, as well as the WIC investigation being conducted by the State Agency; the term "investigation" does not exclusively refer to WIC investigations; 4) For violations involving a vendor's redemptions exceeding its inventories, since there are no initial violations in such instances; such violations are determined during one audit of inventory, not separate compliance buy visits
- 2) Notification will include violations for a pattern of: overcharging; receiving, transacting and/or redeeming WIC checks outside of authorized channels, including the use of an unauthorized vendor stamp and/or an unauthorized person; charging for supplemental food not received by the participant; providing credit or non-food items, other

than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for WIC checks; or providing unauthorized food items in exchange for WIC checks, including charging for supplemental foods provided in excess of those listed on the WIC check. This notice requirement also applies to any violations for which a pattern of violations must be established in order to impose vendor sanction per 7 CFR 246.12(l) (2).

3) In making the determination regarding notification of the vendor, there are a number of factors which the State Agency will review – for example, the severity of the initial violation, the compliance history of the vendor, or whether the vendor has been determined to be high risk consistent with 7 CFR 246.12(j)(3) of the WIC regulations. The State Agency has the discretion to determine which factors to consider and how much weight should be assigned to each factor. If the State Agency decides not to send the notice, the basis for this decision will be documented in the vendor file.

c. Establishing a pattern of violations.

1) Mandatory Federal Disqualifications: Those Mandatory Federal Disqualifications identified as requiring a pattern are assigned a disqualification based on at least two (2) independent documented repeated violations during any compliance investigation.

2) State Agency Sanctions: All State Agency sanctions require documentation of a pattern of the same violation. A pattern of violations can be based on at least two (2) independent documented repeated violations during any compliance investigation, or at least two (2) documented independent repeated violations obtained through objective data or other non-compliance purchase investigations during a ninety (90) day period. The vendor will be provided a warning letter after each of the first two violations and given a fifteen (15) day period in which to take corrective action after each warning letter.

d. The State Agency may assign violation points based on the first finding of a State Agency established violation as long as such points do not result in a State Agency sanction, i.e., a disqualification or monetary penalty / fine. Sanctions operating in the same manner as initial violations do not violate the requirement that State Agency sanctions may only be imposed based on a pattern of violations.

e. When conducting inventory audits, a pattern can be established during a single review of the vendor's redemption records and depends on the magnitude of shortfalls and the period of time over which they occur. A pattern of violations does not need to be present when applying a permanent disqualification as outlined.

f. When more than one violation is detected during a single investigation, the disqualification period will be based on the most serious violation.

g. A pattern of violations does not need to be present when applying a permanent disqualification.

h. The State Agency may not accept voluntary withdrawal of a vendor from the WIC Program as an alternative to disqualification.

2. Mandatory Disqualifications and Sanctions

Mandatory disqualification periods are assigned for the following WIC violations in according to 7 CFR 246.12:

a. Permanent Disqualification from the WIC Program

1) A vendor convicted of trafficking in WIC checks or selling firearms, ammunition, explosives, or controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)) in exchange for WIC checks

2) Permanent Disqualification from the Supplemental Nutrition Assistance Program (SNAP)/Food Stamp Program.

b. Six (6) Year Disqualification from the WIC Program

1) One incidence of buying or selling WIC checks for cash (trafficking); or

2) One incidence of selling firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for WIC checks.

c. Three (3) Year Disqualification from the WIC Program

1) One incidence of the sale of alcohol or alcoholic beverages or tobacco products in exchange for WIC checks;

2) A pattern of claiming reimbursement for the sale of an amount of a specific supplemental food item that exceeds the store's documented inventory of that supplemental food item for a specific period of time;

3) A pattern of vendor overcharges;

**VENDOR AGREEMENT TO PARTICIPATE IN THE UTAH WOMEN, INFANTS,
AND CHILDREN (WIC) PROGRAM (Federal Fiscal Years 2016-2018)**

- 4) A pattern of receiving, transacting, redeeming WIC checks outside of authorized channels, or any combination thereof, including the use of an unauthorized vendor stamp or an unauthorized person;
 - 5) A pattern of charging for supplemental food not received by the participant; or
 - 6) A pattern of providing credit or non-food items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for WIC checks.
- d. One (1) Year Disqualification from the WIC Program
- 1) A pattern of providing unauthorized food items in exchange for WIC checks, including charging for supplemental foods provided in excess of those listed on the WIC check.
- e. Second Mandatory Sanction
- 1) When a vendor who previously has been assessed a sanction for any of the mandatory sanctions listed above receives another sanction for any of these violations, the State Agency must double the second sanction. Civil money penalties may only be doubled up to the limits allowed as defined by this agreement
- f. Third or Subsequent Mandatory Sanction.
- 1) When a vendor, who previously has been assessed two or more sanctions for any of the mandatory sanctions listed above, receives another sanction for any of these violations, the State Agency must double the third sanction and all subsequent sanctions. The State Agency may not impose civil money penalties in lieu of disqualification for third or subsequent mandatory sanctions.
- g. Disqualification from the WIC Program Based on a Supplemental Nutrition Assistance Program/Food Stamp Program Disqualification.
- 1) The State Agency will disqualify a vendor who has been disqualified from the Supplemental Nutrition Assistance Program (SNAP)/Food Stamp Program. The disqualification will be for the same length of time as the SNAP/Food Stamp Program disqualification. The WIC disqualification may begin at a later date than the SNAP/Food Stamp Program disqualification, and is not subject to administrative or judicial review under the WIC Program.
- h. Civil Money Penalties (CMP) in Lieu of Disqualification
The State Agency may impose a civil money penalty in lieu of a permanent disqualification when it determines, in its sole discretion and documents that
- 1) Such action would result in inadequate participant access;
 - 2) The vendor had, at the time of the violation, an effective policy, and training program in effect to prevent trafficking; and the ownership of the vendor was not aware of, did not approve of, and was not involved in the conduct of the violation. Any documented policies must have been dated in written form and the training documented prior to the violation.
- i. The State Agency may impose a civil money penalty in lieu of a six (6) to one (1) year mandatory disqualification when it determines, in its sole discretion and documents that
- 1) Such action would result in inadequate participant access
- j. If the State Agency permits a vendor to continue to participate in the Program in lieu of permanent disqualification, the State Agency shall assess the vendor a civil money penalty in an amount determined by the State Agency and in accordance with the following criteria:
- 1) The maximum amount of civil penalty may not exceed \$11,000 for each violation and \$44,000 for the total amount of civil money penalty or fines for multiple violations occurring during a single investigation.
- k. If a vendor does not pay, only partially pays, or fails to timely pay (includes failure to pay with an installment plan) a civil money penalty within thirty (30) days of receipt of a notification letter, the State Agency will disqualify the vendor for the length of the disqualification corresponding to the violation for which the civil money penalty was assessed.
- l. The formula for calculation of civil money penalties shall be: multiply average monthly WIC redemptions by 10%; multiply result by the number of months for which the vendor would be disqualified.
- m. The State Agency may allow an installment plan to be utilized for the payment of civil money penalties provided that the installment plan is in compliance

with Federal and State laws concerning the collection of interest on such debts.

3. State Agency Points for Violations and Sanctions

- a. State Agency violation points can be assigned for a pattern of any violation or based on the first finding of a State Agency established violation as long as such points do not result in a State Agency sanction, i.e., a disqualification or monetary penalty that is documented during any redemption analysis, monitoring visit(s), other formal visit(s) or follow-up of previous problems, inventory audits, or any other objective means.
- b. All warnings and violation points are cumulative and will be kept current for a period of two (2) years as long as the vendor is authorized on the Program. Warnings and violation points accrued for each violation will be dropped two (2) years after the date of the violation regardless of a renewal of a vendor agreement. The Utah WIC program may not remove any State Agency warnings or violation points unless it is determined by any objective means, fair hearings, judiciary declarations, or any combination thereof, that these points need to be removed.
- c. Food vendors may be subject to violation points in addition to claims for improper or inappropriate redemption, overcharged WIC checks, or reimbursement for overcharges.
- d. The State Agency may impose a civil money penalty in lieu of a State Agency disqualification sanction. The civil money penalty calculation and collection will be the same as stated under the mandatory disqualifications and sanctions in accordance with 7 CFR 246.12.
- e. The maximum amount of penalty for State Agency violations may not exceed \$11,000 for each violation and \$44,000 for the total amount of civil money penalty or fines for multiple violations occurring during a single investigation.
- f. The civil money calculation and collection for State Agency violations will be the same as stated under the mandatory Federal disqualifications and sanctions in accordance with 7 CFR 246.12.
- g. If the vendor is assigned or accumulates greater than five (5) violation points in any two-year period, the vendor will be required to submit a corrective action plan outlining the steps that will be taken to address the violations that were documented.
- h. The following violations are assigned specific State Agency violation points and sanctions. State Agency violation points and sanctions are commensurate with the number of points accumulated for one or more of these violations in any combination:
 - Any combined total of:
 - 5 – 9 points = Initial or follow-up warning letter with required corrective action plan.
 - 10 - 14 points = Follow-up warning letter with required training.
 - 15 - 17 points = State Agency Sanction - 3 month disqualification or CMP
 - 18 - 19 points = State Agency Sanction - 6 month disqualification or CMP
 - 20 or > points = State Agency Sanction - 1 year disqualification or CMP
 - 1) Failure to attend or complete the mandatory annual training sessions as outlined in the vendor Agreement after one mutual opportunity to reschedule will result in a written warning. Subsequent incidents will result in 8 points.
 - 2) An initial finding of a Civil Rights discrimination against a WIC participant (as determined by the Office of Adjudication and Compliance) or failure to serve a WIC Client without a justified judicial or legal basis will result in a written warning prior to documenting another incidence of a violation that requires a pattern of incidences (in situations where providing notification would not compromise the investigation). The second incident will result in 10 points.
 - 3) Failure to provide purchase invoices from the wholesaler, other points of purchase, inventory records, documentation of sales data, or any combination thereof, during monitoring visits or when requested to do so by the State Agency will result in 10 points.
 - 4) Providing infant formula that was not purchased from the State Agency approved wholesalers, distributors, or retailers or through infant formula manufacturers registered with the Food and Drug Administration that provide infant formula will result in 10 points.
 - 5) Failure to maintain adequate inventory of WIC foods in accordance to the assigned peer group during three compliance purchases or per finding during any monitoring or any store on-site visits after being given one opportunity to correct the inadequacy will result in 8 points.



VENDOR AGREEMENT TO PARTICIPATE IN THE UTAH WOMEN, INFANTS, AND CHILDREN (WIC) PROGRAM (Federal Fiscal Years 2016-2018)

- 6) Failure to reimburse or refund the State Agency for an overcharge after a thirty (30) day notification will result in 8 points.
- 7) Failure to provide and document training to all employees who handle WIC transactions or failure to allow monitoring or training of the vendor by WIC representatives or failure to submit a corrective action plan will result in 8 points.
- 8) Failure to provide WIC checks for review when requested during monitoring of the vendor will result in 8 sanction points.
- 9) Charging a price for any WIC eligible food item which has exceeded the average cost plus three (3) standard deviations of the same WIC eligible food item in other WIC authorized vendors in the same peer group will result in 8 points.
- 10) Not allowing a participant to choose to use split tender for a cash value voucher (CVV) purchase or to return produce when the transaction amount is above the CVV maximum amount will result in 8 points.
- 11) Charging sales tax on WIC food items will result in 8 points.
- 12) Using the WIC acronym or logo, service mark, or close facsimiles in the name of the vendor, for any advertising, promotional material, and incentives. Using tags or labels with the WIC acronym or logo, service mark, or close facsimiles on WIC-approved products. Using channel strips or shelf-talkers with the WIC acronym or logo, service mark, or close facsimiles without State Agency approval will result in 8 points.
- 13) Intentionally amending, adjusting, correcting, blotting out, or making markings over or concealing any validations or adjustment documentation (written or stamped) made by the State Agency on the original WIC check or on any electronic copies of the WIC check will result in 10 points.
- 14) Incentives or promotions provided by the vendor inconsistent with the provisions in the Utah vendor Agreement will result in 8 points.
- 15) Knowingly entering false information or altering information on the WIC check will result in 8 points.
- 16) Verifiable discourteous treatment of a WIC participant or a pattern of allegations of such treatment will result in 5 points.
- 17) Limiting the number of WIC checks that could be redeemed at the authorized vendor will result in 5 points.
- 18) Contacting WIC participants to correct discrepancies as a result of non-payment or in an attempt to recover funds for WIC checks not paid by the State Agency or those WIC checks where refunds were requested for overcharge will result in 5 points.
- 19) Failure to ask for the Utah WIC ID Packet at the time of transaction to verify signatures on the face of the WIC check with the Utah WIC ID Packet verified through objective evidence such as compliance purchases will result in 5 points.
- 20) Attempting to redeem a WIC check in which the quantities or sizes of WIC prescribed foods or signatures have been altered or additional items have been typed or written on the front will result in 3 points.
- 21) Prices not clearly marked on food item or shelf will result in 3 points.
- 22) Failure to provide current prices on WIC food commodities during monitoring visits or when requested to do so by the State Agency will result in 3 points.
- 23) Stocking or selling out of date or inconsumable WIC foods to WIC participants, including any WIC product that has a specific expiration date, "sell by," "best used by," or other date limiting the sale or use of the food item will result in 3 points.
- 24) Duplication or using an unauthorized, lost, or stolen stamp will result in 3 points.
- 25) Redemption of a brand name food item when a store brand or private label is identified on the Utah WIC Authorized Food List will result in 3 points.
- 26) Non-matching date used stamp against actual date transacted if imprinted on the back of the WIC check or verified by another method will result in 3 points.
- 27) A pattern of three or more attempted redemptions or redemption of a WIC check not in accordance with the redemption procedures within any calendar month and greater than or equal to 1% of all WIC checks redeemed or attempted to be redeemed by the vendor being rejected for any reason within the calendar month. (Inappropriate redemption: accepted outside of authorized dates; date on the WIC check does not match redemption date on back; missing authorized signature; missing total amount; accepted above the maximum allowable reimbursement amount [food instruments] or above the fixed maximum value [cash-



**VENDOR AGREEMENT TO PARTICIPATE IN THE UTAH WOMEN, INFANTS,
AND CHILDREN (WIC) PROGRAM (Federal Fiscal Years 2016-2018)**

value vouchers]) as outlined in the vendor agreement and vendor training materials within any calendar month will result in 2 points.

28) Submitting WIC checks for redemption missing the vendor identification stamp equal to or greater than ten (10) WIC checks within any calendar month and greater than or equal to 1% of all WIC checks redeemed by the vendor being rejected for any reason within the calendar month will result in 2 points.

29) Failure to accept a certified letter or leave a certified letter unclaimed from the State WIC Agency will result in 2 points.

30) Asking the WIC participant to place the authorized signature on the front of the WIC check(s) before the purchase price has been written on the WIC check will result in 2 points.

31) Requesting a WIC participant to produce any additional forms of ID other than the WIC ID Packet when redeeming WIC checks will result in 2 points.

32) Failure to report a lost or stolen stamp within two (2) working days will result in 2 points.

33) Failure to allow an authorized Utah WIC food item to be purchased will result in 2 points.

34) Any failure to comply with the Utah vendor Agreement as stated in the Vendor Responsibilities or any failure to comply with the redemption procedures not otherwise noted will result in 2 points.

h. The vendor will be notified in writing regarding any points assessed and the type of violation(s) found.

i. All vendors with 10-14 points will be required to receive training by the State or Local Agency on the violation(s) in question within thirty (30) days of the notice of awarding the violation points. This training will be documented and sent to the State WIC Office.

j. The Utah WIC Program shall provide the appropriate FNS (Food and Nutrition Service) SNAP Program or Food Stamp Program office with a copy of the notice of administrative action and information on vendors it has either imposed a civil money penalty in lieu of disqualification or disqualified from the WIC

Program based in whole or in part of any act which constitutes a violation of that program's regulation and which is shown to constitute a misdemeanor or felony violation of law, or for any of the following specific WIC program violations:

- 1) A pattern of claiming reimbursement for the sale of an amount of a specific food item which exceeds the store's documented inventory of that food item for a specified period of time;
- 2) Exchanging cash, credit or consideration other than eligible food; or the exchange of firearms, ammunition, explosives or controlled substances, as defined in section 802 of title 21 of the United States Code, for WIC checks;
- 3) A pattern of receiving, transacting or redeeming WIC checks outside of authorized channels;
- 4) A pattern of exchanging non-food items for WIC checks;
- 5) A pattern of charging WIC customers more for food than non-WIC customers or charging WIC customers more than current shelf price;
- 6) A pattern of charging for food items not received by the WIC customer or for foods provided in excess of those listed on the WIC checks; or
- 7) One incident of providing alcohol or tobacco in exchange for a WIC check.

k. All vendors participating in the Utah WIC Program have the right to a Fair Hearing when any adverse action could affect the vendor's participation in the WIC Program. Expiration of a contract or agreement with a food vendor is not subject to appeal. Requests for a Fair Hearing must be made within thirty (30) days from the date of the notice of adverse action. All requests for a Fair Hearing shall be directed to the State WIC Office.

l. Referral to law enforcement authorities. When appropriate, the State must refer vendors who violate WIC program requirements to Federal, State, or local authorities for prosecution under applicable statutes.



VENDOR AGREEMENT TO PARTICIPATE IN THE UTAH WOMEN, INFANTS, AND CHILDREN (WIC) PROGRAM (Federal Fiscal Years 2016-2018)

STATEMENT OF VENDOR

- 1) This agreement is between the named contractor (vendor) on page one of this agreement and the State of Utah, Department of Health and is valid from October 1, 2015 through September 30, 2018.
- 2) The vendor shall maintain strict confidentiality of all WIC participation status, information, or records supplied by the Department or that the vendor establishes as a result of agreement activities. The contents of such information or records may not be disclosed to anyone other than the Department and its representatives and the participant unless such disclosure is requested on the grounds of child abuse or subpoenaed by a court of law. The vendor assumes liability for all disclosures of confidential information by the vendor or its representatives and employees. The vendor agrees to comply with all applicable provisions of the federal Standards for Privacy of Individually Identifiable Health Information (45 CFR parts 160 and 164).
- 3) Confidentiality of vendor information. Confidential vendor information is any information about a vendor (whether it is obtained from the vendor or another source) that individually identifies the vendor, except for vendor's name, address, telephone number, web site, e-mail address, store type, and authorization status. Except as otherwise permitted, the State Agency must restrict the use or disclosure of confidential vendor information to: Persons directly connected with the administration or enforcement of the WIC Program or the Supplemental Nutrition Assistance Program/Food Stamp Program who the State Agency determines have a need to know the information for the purposes of these programs. These persons may include personnel from its local agencies and other WIC State and local agencies and persons investigating or prosecuting WIC or Supplemental Nutrition Assistance Program/Food Stamp Program violations under Federal or State law. Persons directly connected with the administration or enforcement of any Federal or State law. Prior to releasing the information to one of these parties (other than a Federal Agency), the State Agency must enter into a written agreement with the requesting party specifying that such information may not be used or disclosed except for the purposes directly connected to the administration or enforcement of a Federal, or State or local law or ordinance. A vendor that is subject to an adverse action, including a claim, to the extent that the confidential information concerns the vendor subject to the adverse action and is related to the adverse action (7 CFR 246.26 (e)(1)(2)(3)). At the discretion of the State Agency, disclosure of all authorized vendors and vendor applicants that have State Agency violation points or sanctions which have been imposed may not be given except for only the vendor's name, address, length of the disqualification or amount of the civil money penalty, and a summary of the reason(s) for such sanctions provided in the notice of adverse action. Such information may be disclosed only following the exhaustion of all administrative and judicial review, in which the State Agency has prevailed, regarding the sanction imposed on the subject vendor, or the time period for requesting such review has expired.
- 4) This agreement covers the conditions of the vendor's participation as an authorized supplier of State authorized food items for the Department in the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC Program) of the United States Department of Agriculture (USDA) under Regulations 7 CFR 246.12 and 246.18.
- 5) A separate application must be submitted for each vendor doing business at a separate location under the same ownership. Each vendor at that physical location shall be evaluated separately as to the above-50-percent criteria. The named firm/individual listed on page 1 of this document is applying to the Utah Department of Health for authorization to participate as a vendor in the Utah WIC Program.
- 6) The firm or individual has read and understands the policies and regulations for vendors included in this document. The firm or individual understands that failure to adhere to the policies and regulations will result in disqualification as an authorized vendor. The undersigned indicates that he is the representative of the vendor who has legal authority to obligate the vendor.
- 7) This agreement has a maximum length of three (3) years and becomes null and void upon the suspension date indicated below, or by the State Agency prior to the indicated date below with a thirty (30) day notification, upon closure of the store or change of ownership of the vendor, or termination of this agreement because of assigned State or Federal sanctions which would result in a disqualification. If changes of a corporate nature occur maintaining the continuity of ownership, without changing key management positions or store personnel, then the vendor need only sign a new agreement with the State Agency.



VENDOR AGREEMENT TO PARTICIPATE IN THE UTAH WOMEN, INFANTS, AND CHILDREN (WIC) PROGRAM (Federal Fiscal Years 2016-2018)

8) 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 and information obtained during application of the limiting and/or selection criteria.

9) SNAP (Food Stamp Program) and the WIC Program have no legal obligation to provide materials in multiple languages. The WIC Program has undertaken an effort to provide some basic training materials in the form of video/DVD to those of limited English proficiency. The WIC Program holds the retailer responsible for providing or bringing an interpreter for on-site visits, communication or questions with the State WIC office or Local WIC Agency, initial or renewal of agreement applications; required training sessions, or other meetings, as necessary.

10) The State Agency will terminate newly authorized vendors and any currently authorized vendors that are subsequently determined to have greater than 50% of their total food sales (including infant formula) in WIC redemption. The State Agency will terminate the agreement with a thirty (30) day notification if it determines that a vendor has greater than 50% of their total food sales (including infant formula) in WIC check redemption in any month or year during the agreement period unless the vendor is needed for participant access. Vendors terminated for greater than 50% of their total food sales (including infant formula) in WIC redemption cannot reapply for authorization for ninety (90) days after the termination date.

11) The State Agency will terminate this agreement on not less than thirty (30) days written notice due to: 1) Changes in the present agreement which would require all authorized vendors to complete a new agreement; 2) Failure of the vendor to fulfill in a timely and satisfactory manner, its obligations under this agreement; 3) Unavailability or decrease in federal funding, state funding, or both; 4) Participant caseload management to effectively manage funding in which the vendor with the highest cost per food package will be terminated and where such termination would not affect participant access as defined in this agreement; 5) A change in the Federal Regulations, recommended change or lack of funding which results in the necessity to decrease the number of vendors to maintain a cost effective Program or alters the way vendors are selected, qualified, accumulation of violation points, disqualification; and 6) fraud or abuse of the WIC Program as described in the Agreement.



VENDOR AGREEMENT TO PARTICIPATE IN THE UTAH WOMEN, INFANTS, AND CHILDREN (WIC) PROGRAM (Federal Fiscal Years 2016-2018)

This original document containing the original signatures will validate the agreement with the Utah Department of Health, Utah WIC Program. No copies of the agreement or electronic signatures will be accepted. The firm/individual asserts that all statements in this application and accompanying documentation are true and correct and that the individual signing this agreement has authority to bind the vendor to this agreement.

Date _____ **Print Name** _____

Title _____ **Signature** _____

Direct all correspondence to:

Utah Department of Health
WIC Program-Vendor Management
PO Box 141013
Salt Lake City, Utah 84114-1013

Phone: 801.538.6960, In State toll-free: 1-877.WIC.KIDS, Website: <http://www.health.utah.gov/wic>, email: wicvendors@utah.gov

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If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

USDA is an equal opportunity provider and employer.

As stated above, all protected bases do not apply to all programs, "the first six protected bases of race, color, national origin, age, disability and sex are the six protected bases for applicants and recipients of the Child Nutrition Programs.

***** UTAH WIC PROGRAM USE ONLY *****	
Program Approval Date _____	Program Approving Signature _____
Vendor Number _____	Expiration Date: SEPTEMBER 30, 2018 or earlier if given a thirty (30) day notification from the State WIC Agency
Utah vendor Peer Group Assigned _____	
***** UTAH WIC PROGRAM USE ONLY *****	