

# IDAHO DEPARTMENT OF HEALTH AND WELFARE

## IDAHO WIC PROGRAM--VENDOR AGREEMENT

WIC Vendor number (for currently authorized Vendors):

Vendor Name:

Street Address:

Mailing Address:

City/State/Zip Code:

County:

Phone Number:

Fax Number:

Federal Tax I.D. Number, **required**:

State Sales Tax I.D. Number, **required**:

A copy of the Vendor's State Sales Tax Permit or a Sales Tax Resale or Exemption Certificate must be attached.

Supplemental Nutrition Assistance Program (formerly Food Stamp) Authorization Number, **required**:

If the above information is preprinted, review for accuracy and make any necessary corrections.

Store Manager:

This Vendor Agreement (hereinafter referred to as "Agreement") is between the Idaho State Department of Health and Welfare WIC Program (hereinafter referred to as the "State"), and the above named Vendor (hereinafter referred to as the "Vendor"). This Agreement will become effective on the date signed by the State and will terminate on September 30, 2015 unless terminated by either party beforehand in accordance with terms specified herein. The Vendor shall be located in a fixed, permanent location. Home food delivery and vendors who derive greater than 50% of their annual food revenue from the sale of supplemental foods obtained with WIC checks are not allowed under this Agreement.

This Agreement is non-renewable and non-transferable. Submission of this Agreement does not constitute authorization to participate in the Idaho WIC Program. The Vendor will not be able to participate or be authorized in the Idaho WIC Program until all completed materials have been received, evaluated and approved. If the application is not complete, a written notice and the incomplete items will be sent back to the Vendor and the application will not be processed further. All incomplete items may, following completion, be resubmitted within 15 days to the State WIC Office.

The selection of Vendors authorized to accept negotiable food instruments hereinafter referred to as "WIC checks" or "checks" or "cash value vouchers" from WIC participants, parents or caretakers of infant and child participants or proxies hereinafter referred to as "WIC participant" or "WIC customer". The Sanction Point System is described in Appendix A. The Civil Money Penalty Procedure is described in Appendix B.

### GENERAL TERMS:

1. Should any provision of this Agreement be declared invalid because of a conflict with controlling Federal or State law, the remaining portions of the Agreement shall remain in effect so long as the purposes underlying this Agreement may be met without the invalidated provision.
2. This Agreement shall be contingent on the continued operation of the WIC Program by the State. The State shall immediately notify the Vendor in the event of discontinuance of the WIC Program or unavailability of Federal funds. The State shall not be liable for any Idaho WIC checks or cash value vouchers accepted by the Vendor after such notification occurs.

3. The State will immediately terminate this Agreement if it determines that the Vendor provided false information on the Agreement, Application, WIC Price List, or any required attachments.
4. The State may disqualify a Vendor or impose a civil money penalty in lieu of disqualification for reasons of program abuse committed by the Vendor and/or its employees.
5. The State will refer Vendors who abuse the WIC Program to Federal, State, or local authorities for prosecution under applicable statutes, where appropriate.
6. The State may publish in part or whole this Agreement in other printed manuals such as, but not limited to, the Policy and Procedure Manual or the Idaho WIC Vendor Guide.
7. The State may use, but is not limited to using: photographs, video and/or audio tape or other images to verify Vendor selection criteria, before, during or after a compliance buy, inventory audit, on-site monitoring visit or other visit performed by the State staff or its representatives.
8. The State may reassess the Vendor at any time during the Agreement period using the current selection criteria. The State will terminate the Agreement if the Vendor fails to meet the aforementioned criteria and does not correct the deficiency per the 15-day written notice.
9. The State agrees to maintain a commercial bank account through which valid Idaho WIC checks or cash value vouchers deposited by the Vendor will be reimbursed by the State.
10. The State agrees to follow up on any complaints received concerning a WIC participant or the Vendor within twenty (20) working days.
11. The State will 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, before another such violation is documented, unless the State determines that notifying the Vendor would compromise an investigation. This includes violations for a pattern of: overcharging; receiving, transacting and/or redeeming WIC checks or cash value vouchers outside of authorized channels, including the use of an unauthorized Vendor and/or an unauthorized person; charging for supplemental food not received by the participant; providing credit or non-food items, such as alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives or controlled substances, in exchange for WIC checks or cash value vouchers or providing unauthorized food items in exchange for WIC checks or cash value vouchers, including charging for supplemental foods provided in excess of those listed on the WIC check or cash value vouchers (for cash value vouchers this means charging the state more than the maximum dollar amount printed on the cash value voucher, i.e. the maximum dollar amount is \$6.00 for the cash value voucher and the Vendor tries to redeem the cash value voucher for \$7.50).
12. Neither the Vendor or the State, or employees of either, shall profit directly or indirectly in the performance of this Agreement, except as authorized by this Agreement.
13. The Vendor shall not raise the issue of participant access as a defense in any disqualification appeal or hearing.
14. The Vendor shall not assign or sub-Agreement any of the services under this Agreement, except with written consent from the State.
15. The Vendor or its current owners, officers, or managers shall not have been convicted of nor had a civil judgment entered against them for any activity indicating a lack of business integrity during the last six years. Activities indicating a lack of business integrity include, but are not limited to, 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 Vendor shall immediately notify the State if such an event occurs.
16. The Vendor shall be considered independent, not an agent of the State or the Federal government.
17. This Agreement shall not constitute a license or a property interest.
18. The Vendor shall maintain adequate and convenient hours of operation as defined in the Application.

19. The Vendor shall indemnify and hold harmless the State, its agents and employees from any and all claims, suits, damages, losses, liabilities or expenses resulting from injuries or damages sustained by any person (s) or property by virtue of its performance under this Agreement.
20. The Vendor shall be Supplemental Nutrition Assistance Program (formerly the Food Stamp Program) authorized (except pharmacies and Vendors who do not redeem over \$100 in SNAP benefits per month and be in good standing, unless the State determines that denying authorization of a Vendor would result in inadequate participant access.
21. The Vendor must inform the State of any changes or serious violations to their Supplemental Nutrition Assistance Program (SNAP) authorization or Food Establishment Inspection Report (Health Department Permit). Failure to do so will be construed as intentional withholding of information and could result in disqualification from the WIC Program.
22. The Vendor shall be held accountable for the actions or inactions of its owners, officers, managers, agents and employees who commit Vendor violations in the redemption of WIC checks or cash value vouchers and the provision of WIC approved foods and infant formula.
23. The Vendor is not permitted to use either the acronym "WIC" or the WIC logo, including close facsimiles, in total or part, either in the official name in which the business is registered or in the name under which it does business, if different. The acronym is registered with the U.S. Patent and Trademark Office. The Vendor is restricted from using the "WIC" acronym or the WIC logo in their advertising and other promotional materials. However, the Vendor may indicate acceptance of WIC as a form of payment in advertising and other promotional materials. The Vendor may post State WIC shelf tags or their own WIC shelf tags to assist WIC participants in identifying WIC authorized foods. If the Vendor chooses to produce their own WIC shelf tags they must be pre-approved by the State. If the tag is placed on the shelf of an authorized food item, all authorized food items in that category must also have a WIC shelf tag. For example, if a WIC shelf tag identifies an authorized loaf of bread; all authorized loaves of bread must have shelf tags displayed.
24. The Vendor agrees to comply with this Agreement, selection criteria (as contained in the Application), appendices and Federal and State statutes, regulations, policies and procedures governing the WIC Program, and any amendments or additions that may arise and be added during this Agreement period. The Vendor will be notified in writing of any amendments or additions.
25. The Vendor agrees to maintain a professional relationship with the local WIC agency and the State WIC agency personnel in fulfilling their responsibilities which involve the Vendor.
26. The Vendor may deny service to WIC participants for the following reasons; verbal or physical abuse, or threat of physical abuse to Vendor staff, theft or attempted theft of Vendor items. Service to WIC participants can be denied for these reasons only if purchase of non-WIC items is also denied. Vendor employees may follow their internal policy in these situations, including calling security and/or the police to have the WIC participant removed from the store.
27. The Vendor shall report any known or suspected program abuse by a WIC participant to the State.
28. The Vendor agrees to follow up on any complaints received concerning a WIC participant or the Vendor within twenty (20) working days.
29. The Vendor agrees that in the event the Vendor is disqualified from the Idaho WIC Program for one (1) or more years the Vendor will not accept WIC checks or cash value vouchers for the length of the disqualification period. WIC checks or cash value vouchers transacted during the disqualification will not be reimbursed by the State.
30. The Vendor agrees to participate in Automatic Clearing House (ACH) electronic funds transfer system (see Table 5).

## **FOOD INVENTORY AND STOCK REQUIREMENTS**

1. The Vendor shall stock and maintain the minimum quantities of WIC foods according to the current Minimum Stock Requirements (Table 1) at all times. Failure to continuously maintain the required minimum stock of approved food items will result in termination of the Agreement and/or disqualification of the Vendor from the WIC Program.

2. The Vendor must continuously sell fresh meat, poultry or fish; produce; dairy; cereal or bread (rice and pasta); and canned goods with a well-stocked line of grocery items featuring 3 or more varieties of food items to choose among the meat, produce, dairy and bread or cereal food categories. This vendor must not be a gas station, restaurant, cafe, or fast food establishment. The store must be primarily a grocery store with fifty (50%) or more of their sales from groceries and not from alcohol, tobacco products, lottery sales, restaurant, cafe, fast food establishment earnings or gas. Convenience or other small stores with limited food items may be authorized only if they meet all of the criteria and there are no full line grocery stores within a fifteen (15) mile radius. (This generally applies to very small towns and rural areas.) "Superstores" may be authorized only if they meet all of the criteria and the grocery area is separated from the rest of the store's goods and services.
2. If a Vendor chooses to use devices such as "channel strips," "shelf tags/talkers," etc., they can request them from the State or have their shelf tags/talkers pre-approved. The Vendor shall be responsible for ensuring that the food items they represent are listed on the current Idaho Authorized Food List throughout the Agreement period. The Vendor will be given fifteen (15) calendar days to correct or comply with the current Idaho Authorized Food List. If the Vendor fails to comply the State will require the Vendor to discontinue use of these items.
3. The Vendor shall submit a completed WIC Price List within twenty (20) calendar days of the State's request. Vendors will be required to submit the WIC Price List at least twice a year or more frequently, as determined by the State. Failure to do so will result in a warning letter and a sanction penalty for non-compliance.
4. The Vendor prices for WIC-approved foods shall be comparable to the prices charged by other stores within the Vendors' peer group. The price of such foods shall be clearly marked, either on the product container or the shelf at the current price or at less than the current price charged to other customers. See Table 2 – Peer Groups.
5. The State shall provide the Vendor with the Idaho Authorized Food List each time it is revised.
6. The State shall provide the Vendor with the list of Infant Formula Wholesaler, Distributors, Retailers and Manufacturers (Table 4). The Vendor must purchase infant formula from this list.

## **INFANT FORMULA**

For healthy infants, breastfeeding is always our first recommendation as breast milk contains all the nutrients a baby needs for the first year of life. However, some mothers are unable to breastfeed or choose not to.

If the WIC participant is purchasing infant formula with a WIC check, they are only allowed to purchase the specific can size, type and brand of infant formula printed on the WIC check. NOTE: The sizes printed on the WIC check are exact. No rounding and no substitutions are allowed.

Do not allow the purchase of a different size, type or brand of infant formula than what is printed on the WIC check, even with a doctor's prescription. WIC participants who come into the Vendor location with a formula prescription must have the WIC participant contact their local WIC clinic for further assistance. Remember to rotate all infant formula and food items regularly to assure the quality of the items being sold. Below are the "types" of infant formula and can sizes:

**Concentrate:** 13 ounce can

**Powder:** 12.4 ounce can, 12.6 ounce can, 12.8 ounce can, 12.9 ounce can and 16 ounce can

**RTF or RTU:** 32 ounce (1 quart) can of Ready-to-Feed or 32 ounce (1 quart) can of Ready-to-Use

## **PURCHASE OF INFANT FORMULA BY WIC VENDORS**

The Vendor must purchase infant formula from the list provided in Table 4 of the Idaho WIC Program Vendor Application form. Vendors failing to purchase their infant formula from this list will be given a warning letter with fifteen (15) calendar days to comply with this regulation. (The infant formula list requirement in P.L. 108-265 and Policy Memorandum 205-1, Implementation of Certain WIC Vendor Provisions of P.L.108-265, issued on December 6, 2004, applies to "infant formula" as defined in § 246.2 of the WIC regulations, including both "contract brand infant formula" and "non-contract brand infant formula" approved by the State agency, not including "exempt infant formula" or "WIC eligible medical foods" as also defined in § 246.2).

Documentation of where the authorized WIC Vendor is purchasing their infant formula must be sent to the State WIC office upon authorization and at any time thereafter if requested by the State WIC office. This documentation must include

an original or copy of a dated invoice with the Vendor's name or parent company and a list of the infant formulas being purchased. The Vendor cannot self-declare this information. A warning letter will state the number of sanction penalty points with the possibility of the Vendor being disqualified from the WIC Program for a period of 1 year for noncompliance with this Agreement provision.

## **PEER GROUPS**

1. The State shall group Vendors by peer groups and will calculate the average price for WIC foods items by Vendor peer groups. Vendor's prices shall not be more than State maximum allowable reimbursement, which is based on the average food prices for Vendors in the same peer group with a percentage variance. If it is determined that this Vendor's prices exceed the peer group maximum the Vendor's WIC checks will be rejected for over the maximum, and will be further advised in writing and given the opportunity to lower their prices to an acceptable level. If the Vendor refuses to lower their prices to the same as other Vendors within their peer group the State will terminate the Agreement for not meeting the competitive price criterion.
2. The State will reimburse the Vendor up to their current WIC Price List on file or the current Maximum Allowable Price (MAP) within the Vendor's peer group whichever is less.
3. The State may reassess an authorized Vendor's peer group designation at any time during the Agreement period and place the Vendor in a different peer group if upon reassessment the State determines that the Vendor is no longer in the appropriate peer group.

## **TRAINING**

1. The Vendor agrees to designate a person for each store location who shall be responsible for ensuring Vendor compliance with the terms of this Agreement, Application and Appendices. The Vendor may request additional instruction, training materials and/or training through the State or local agency.
2. The Vendor agrees to attend mandatory training on the WIC program at a location, date and time designated by the State. The State will provide the Vendor with at least one alternative date to attend interactive training. The Vendor will be notified at least two (2) weeks in advance. The Vendor shall provide at least one store representative to attend the training. This representative must provide training for all cashiers and other employees who handle WIC transactions. Annual Vendor training may be provided in a variety of formats, including Vendor bulletins, videos and interactive training. At the State's discretion, the Vendor shall attend any special or additional training.
3. The Vendor agrees that if an English interpreter is needed during the training session, it is the responsibility of the Vendor to obtain an interpreter and to pay for the services.
4. The State will provide the Vendor annually with training materials to support the Vendor's efficient operation as an authorized WIC Vendor. The State will also provide training on WIC procedures and Idaho authorized foods on request and as necessary.

## **WIC CHECKS**

1. The State may sanction the Vendor for overcharges or other errors concerning WIC foods, checks or cash value vouchers in accordance with the Sanction Point System.
2. The State may deny payment to the Vendor for improperly handled WIC checks or cash value vouchers and has the right to demand full or partial refunds (claims) for payments already made on improperly redeemed WIC checks or cash value vouchers. The State may also offset claims from future payments owed to the Vendor.
3. The State will not reimburse the Vendor for checks or cash value vouchers rejected for Post Dated, Stale Dated, Altered, Missing Signature or Wrong (unauthorized) Vendor. These violations are considered fatal errors and the State will not reimburse the Vendor even if the WIC check or cash value vouchers were not deposited. The State or WIC clinic staff will not contact WIC participants for checks with missing signatures.

4. The Vendor may request reimbursement from the State for WIC checks or cash value vouchers rejected by the bank. The State must receive the requests for reimbursement no later than sixty (60) calendar days from the "First Day to Use" printed on the WIC check(s) or cash value voucher(s).
5. The Vendor shall not seek full payment, partial payment or restitution from a WIC customer or through a collection agency if the WIC checks or cash value vouchers are not paid or are partially paid by the Banking Contractor or the State. The Banking Contractor will return WIC checks or cash value vouchers that were improperly handled and redeemed by the Vendor's staff.
6. The Vendor shall not contact a WIC participant outside the store regarding any WIC transaction, redemption of WIC checks or cash value vouchers.
7. The Vendor shall permit the purchase of supplemental foods with WIC checks or cash value vouchers without requiring the WIC participant to make other purchases.
8. The Vendor cannot attempt to influence WIC participants' store selection through solicitation on or in the vicinity of a WIC local agency clinic site.
9. The Vendor agrees to accept Idaho WIC checks or cash value vouchers and furnish Idaho authorized WIC foods to WIC participants only at the site of the Vendor location covered by this Agreement.
10. The Vendor shall be responsible for bank charges on all returned WIC checks or cash value vouchers.
11. The Vendor agrees that the State may deny payment of WIC checks or cash value vouchers redeemed in violation of this Agreement, Application, Federal law or regulations and that the WIC check(s) or cash value voucher(s) will be rejected by the State's current banking Contractor.
12. The Vendor shall visibly post by the front doors or windows of their business, at all times, the "WIC Growing Healthy Families Idaho WIC Checks Honored Here" sign provided by the State or indicate on store signage that the vendor accepts WIC as a form of payment so that WIC participants can identify the Vendor as an authorized Idaho WIC Vendor.
13. The Vendor shall not submit for payment WIC checks or cash value vouchers that were (this list is not all inclusive):
  - \* Redeemed by another authorized Vendor
  - \* Redeemed by a store that is not currently authorized as a WIC Vendor
  - \* Redeemed outside the dates printed on the WIC check or cash value voucher
  - \* Include charges for foods not printed on the WIC check or cash value voucher or that do not appear on the Idaho Authorized Food List
  - \* For non-food items
  - \* Charges for WIC foods in excess of the quantities specified on the WIC check
  - \* Charges over the maximum dollar amount printed on the cash value voucher, for example the maximum dollar amount on the cash value voucher is \$6.00 and the Vendor is attempting to redeem the cash value voucher at \$7.50.
14. The Vendor agrees to provide only the approved supplemental foods printed on the WIC check or cash value voucher (see the *FOR CASH VALUE VOUCHERS* section below for details) and listed on the current Idaho Authorized Food List. However, not all supplemental foods are listed on the Idaho Authorized Food List and the Vendor must sell the food items printed on the WIC check. Example: Pediasure is an approved medical food and it does not appear on the Idaho Authorized Food List. The Vendor must refer to content exactly printed on the WIC check.
15. The Vendor may not demand identification other than the State issued WIC Identification (ID) Folder. No other identification is acceptable, i.e. driver's license, work badges, etc.
16. The State shall provide the Vendor with a Vendor ID stamp(s). The Vendor ID stamps are the exclusive property of the Idaho WIC Program.
17. The Vendor shall return the Vendor ID stamp within fifteen (15) calendar days to the Idaho WIC Program immediately upon: termination or expiration of this Agreement; sale or transfer of ownership of the business; change in location of the store (that is not a short distance) as determined by the State; change in the name of the store or business; cessation of operations or from disqualification from the Idaho WIC Program.

18. The Vendor must use a regular black ink pad, keep the Vendor ID stamp cleaned regularly, keep the Vendor ID stamp in a secure area to prevent fraudulent use and use only the Vendor ID stamp that is issued by the Idaho WIC Program.
19. The Vendor shall ensure that the Vendor ID stamp is used only for WIC checks or cash value vouchers redeemed by this Vendor and in the manner authorized by this Agreement and the Vendor shall assume full responsibility for the unauthorized use of the Vendor ID stamp.
20. The Vendor shall never use a Vendor ID stamp issued to another store or use the Vendor ID stamp on WIC check(s) or cash value voucher(s) that were redeemed by another store.
21. The Vendor must make one clear legible impression in the "Pay to the Order Of" box of each WIC check or cash value voucher with the Vendor ID stamp prior to depositing the WIC check or cash value voucher into the Vendor's bank.
22. The Vendor shall not accept WIC checks or cash value vouchers from another state unless the Vendor has a current WIC Agreement with that state.
23. The check cashing procedure is an important aspect of the Vendor's responsibility. A current copy of the Idaho Authorized Food List should be available at each check stand or point of sale (POS) counter. The Vendor shall use the following procedures (referenced below) when accepting WIC checks or cash value vouchers from WIC participants. All cashiers must be retrained on returned checks or cash value vouchers, keeping everyone informed could prevent future check or cash value voucher problems.
24. Do not accept WIC checks or cash value vouchers that are Post Dated, Stale Dated or Altered (dates changed, food quantities changed, etc). If the WIC check or cash value voucher cannot be accepted, politely return the WIC check or cash value voucher to the customer and explain why it was refused and refer the customer to the WIC clinic for further assistance.
25. The cashier must refuse a WIC check or cash value voucher that has been altered, i.e. food quantities, dates, etc. No white out, blacking out (scribbling) or writing over, etc., is allowed on a WIC check or cash value voucher. These are considered alterations.

An example of writing over: when the ink pen does not function properly the cashier must STOP immediately. The cashier must find a new pen or use a piece of scrap paper to get the ink flowing evenly. The cashiers MUST strikethrough the previous attempt and proceed to write in a different area of the box to complete the process.

26. WIC checks or cash value vouchers that do not meet all of the designated criteria will be rejected for payment by the Idaho WIC Program's banking Contractor and will be returned to the Vendor unpaid.
27. The name at the top of the WIC check or cash value voucher is the name of the WIC participant. The participant's name may not match the "Authorized Signature" because the participant may be an infant or a child. The participant's name (infant, child or woman) should match one of the "participant's name" on the WIC ID Folder.
28. Prior to beginning the WIC transaction the WIC customer must present both the WIC Identification (ID) Folder and the WIC check(s) or cash value voucher(s) to the cashier. If the customer does not have their WIC ID Folder the cashier cannot proceed with the transaction. The WIC customer must return to the WIC clinic to be issued a new WIC ID Folder.
29. **FOR WIC CHECKS:** Handle each WIC check as a separate transaction. Do not combine the total purchase amounts onto one WIC check or divide the total purchase price equally among several WIC checks. Cash value vouchers are the only types of WIC checks that can be used in combination if the vendor's cash registers are able to accommodate this type of transaction.

A. Check dates in the "First Day to Use" and "Last Day to Use" boxes. WIC checks are valid from the "First Day to Use" up to midnight of the "Last Day to Use". **Note:** WIC checks are printed for two (2) and three (3) months at a time so Vendor staff must be very careful to look at the dates printed on the WIC checks.

B. Verify that the food items to be purchased are listed on the WIC check and that the foods are on the Idaho Authorized Food List (medical foods are not listed on the Authorized Food List). WIC participants are not required

to purchase everything on the WIC check; however they cannot purchase more than what is printed on the WIC check. Bring missing, forgotten or incorrect items to the attention of the participant. The Vendor must permit the opportunity to obtain the correct food item(s) or ask the participant if someone can assist them in obtaining the correct food item(s). **Note:** The maximum price is not printed on the WIC check. No substitutions, credit slips or rain checks are allowed.

**TIP:** Ringing up the WIC food items in the order they appear on the WIC check should help in preventing overcharges on the WIC check. WIC participants are instructed to separate their food items per WIC check, the food items do not have to be in the exact order as printed on the WIC check.

**Note:** Not all supplemental foods are listed on the Idaho Authorized Food List and the Vendor must sell the food items printed on the WIC check. Example: Pediasure is an approved medical food and it does not appear on the Idaho Authorized Food List, sell exactly what is printed on the WIC check.

C. After the transaction is complete the cashier (not the participant) must clearly write with ink (not pencil) the total as shown on the register in the "Pay Exactly" box. Do not give change. Do not charge sales tax. Should the Vendor accept taxable coupons, the Vendor may subtract the tax from the amount of the WIC purchase. For example, a coupon is worth \$0.50 and the tax is \$0.05, the amount charged to the WIC program will be reduced by \$0.45. The WIC check must be handed back to the customer to sign.

**Note:** To make a correction in the "Pay Exactly" box use a single line only i.e. ~~\$16.59~~, \$15.98. No white out, blacking out or writing over, etc., is allowed anywhere on a WIC check. It is considered an alteration.

D. Vendor staff shall witness the signature after the total purchase price has been entered by the cashier in the "Pay Exactly" box on the WIC check. Signatures must be in ink AND in the "Authorized Signature (must be signed at Vendor counter)" box. The cashier must verify and compare the signature on the WIC check with the signature on the WIC ID Folder "Responsible Adult or Authorized Signer Signature" line. The signature on the WIC check must match the signature on the WIC ID Folder. No other identification is required or acceptable.

Do not accept a pre-signed WIC check. Vendor staff have the following option if a WIC check is presented pre-signed. Place a single straight line through the signature and have the customer re-sign the WIC check again under the "Authorized Signature" box. If in doubt, WIC checks can be refused if the signatures do not match the responsible adult signature on the WIC ID Folder.

E. After all WIC transactions are complete return the WIC ID Folder to the participant.

F. The Vendor shall provide the WIC customer with a cash register receipt. If WIC is not preprinted on the receipt write "WIC" on the receipt before giving to the customer.

30. **FOR CASH VALUE VOUCHERS:** The vendor has the discretion to handle each cash value voucher as a separate transaction, combine the total purchase price onto one cash value voucher or divide the total purchase price equally among several cash value vouchers. No substitutions, credit slips or rain checks are allowed. Do not give change. Do not charge sales tax on a transaction total that is less than or equal to the maximum dollar amount of the cash value voucher.

A. Check dates in the "First Day to Use" and "Last Day to Use" boxes. Cash value vouchers are valid from the "First Day to Use" up to midnight of the "Last Day to Use". **Note:** Cash value vouchers are printed for two (2) and three (3) months at a time so Vendor staff must be very careful to look at the dates printed on the cash value vouchers.

B. Verify the fresh fruits and/or fresh vegetables are WIC eligible; see the Idaho Authorization Food List for details. The cashier must identify the maximum allowable dollar amount on the cash value voucher prior to beginning the WIC transaction. The Vendor must permit the customer the opportunity to obtain the correct fresh fruit and/or fresh vegetable item(s) or ask the customer if someone can assist them in obtaining the correct fresh fruit and/or fresh vegetable item(s).

WIC customers are allowed to purchase less than the maximum dollar amount printed on the cash value voucher. For example the customer presents a cash value voucher that has a maximum price of \$6.00 printed on it. If the total purchase price is less than the \$6.00 maximum the Vendor cannot pay the customer the difference. Example: The total purchase price is \$5.48 the cashier (not the customer) must clearly write \$5.48 in the "Pay

Exactly" box and endorse the cash value voucher for \$5.48. The Vendor cannot give the \$0.52 difference in change to the customer. The cash value voucher must be handed back to the customer to sign.

However, if the fresh fruit and/or fresh vegetable purchase price is over the maximum dollar amount printed on the cash value voucher the WIC customer has two options.

First, if the total purchase price is over the maximum printed on the cash value voucher the cashier can ask the customer if they want to pay for the difference. If the customer agrees to pay the difference, then the cashier must use the following example: The maximum dollar amount on the cash value voucher is \$6.00 and the total purchase price is \$7.50 the cashier (not the customer) must clearly write in ink the \$6.00 in the "Pay Exactly" box and endorse the cash value voucher for \$6.00. The difference of \$1.50 is subject to sales tax of \$0.09, for a total of \$1.59 owed by the customer. The customer can pay the difference with any other form of payment, i.e. cash, check, food benefit card (Quest), debit card, credit card, etc. **Note:** To make a correction in the "Pay Exactly" box use a single line only i.e. ~~\$7.50~~, \$6.00. No white out, blacking out or writing over, etc., is allowed anywhere on a WIC check. It is considered an alteration. Should the Vendor accept taxable coupons, the Vendor may subtract the tax from the amount of the WIC purchase. For example, a coupon is worth \$.50 and the tax is \$.05, the amount charged to the WIC program will be reduced by \$.45. The cash value voucher must be handed back to the customer to sign.

Second, the customer can choose to remove excess produce from the scale to meet the \$6.00 maximum (or less). If the total purchase price is less than the \$6.00 maximum the Vendor cannot pay the customer the difference. Example: The total purchase price is \$5.48 the cashier (not the customer) must clearly write \$5.48 in the "Pay Exactly" box and endorse the cash value voucher for \$5.48. The Vendor cannot give the \$0.52 difference in change to the customer. The cash value voucher must be handed back to the customer to sign.

C. Vendor staff shall witness the signature after the total purchase price (up to the maximum printed on the cash value voucher) has been entered by the cashier in the "Pay Exactly" box on the cash value voucher. Signatures must be in ink and in the "Authorized Signature (must be signed at Vendor counter)" box. The cashier must verify and compare the signature on the cash value voucher with the signature on the WIC ID Folder "Responsible Adult or Authorized Signer Signature" line. The signature on the cash value voucher must match the signature on the WIC ID Folder. No other identification is required or acceptable.

Do not accept a pre-signed cash value voucher. Vendor staff have the following option if a cash value voucher is presented pre-signed. Place a single straight line through the signature and have the customer re-sign the cash value voucher again under the "Authorized Signature (must be signed at Vendor counter)" box. If in doubt, cash value vouchers can be refused if the signatures do not match the WIC ID Folder.

D. After all WIC transactions are complete return the WIC ID Folder to the customer.

E. The Vendor shall provide the WIC customer with a cash register receipt. If WIC is not preprinted on the receipt write "WIC" on the receipt before giving to the customer.

F. Prior to depositing the WIC checks or cash value vouchers the Vendor must stamp the WIC check or cash value voucher with the Vendor ID stamp in the appropriate area on the front of the WIC check or cash value voucher. The WIC checks or cash value vouchers must be deposited in the Vendors bank for payment within **sixty (60)** calendar days from the "First Day to Use".

31. Customer confidentially: Any information a checker learns about a WIC customer during a WIC transaction must be kept confidential. For example, it would be a breach of confidentially to say to a friend, "Did you know Wendy is on WIC?" In addition, Vendors must not post names or other customer information in any area where a customer could see. Also, if calling for assistance with a WIC transaction over the stores' PA system, do not identify that it is a "WIC" transaction over the intercom.

## CLAIMS

1. In addition to claims collection, the Vendor may be sanctioned for Vendor violations in accordance with the State sanction schedule. Sanctions may include administrative fines, disqualification and civil money penalties in lieu of disqualification.

2. The State shall send written notification of a claim for transactions involving errors that affect payment to the Vendor, including for the total purchase price of non-approved food or non-food items and the Vendor shall be given thirty (30) calendar days of receiving the notice within which to send in the payment. The State may authorize a longer repayment schedule. If a fair hearing is requested by the Vendor the time period shall not begin until the date the hearing officer issues their decision.
3. The State reserves the right to offset a claim against current and subsequent amounts owed to a Vendor if the Vendor fails to pay a claim.

## **SUBSTITUTIONS**

Substitutions of WIC food items or infant formula are prohibited. Substitutions are considered “Unauthorized Food Items” (Federal Violation) and carry a sanction penalty that could result in disqualification of Vendor authorization from both the WIC Program and the Supplemental Nutrition Assistance Program (formerly the Food Stamp Program). See Appendix A, Sanction Point System. WIC food items and infant formula are carefully selected to meet certain nutritional requirements for each WIC customer. If the food item cannot be described on the face of the check or cash value voucher, allowable brands and varieties will be listed on a current Idaho Authorized Food List. Politely inform the customer that substitutions are not allowed

## **CASH, CREDIT, REFUNDS OR EXCHANGES OF WIC FOOD AND INFANT FORMULA**

1. The Vendor may not provide unauthorized food items, non-food items, cash, or credit (including rain checks, credit slips or gift cards) in exchange for WIC checks or cash value vouchers.
2. The Vendor shall not give rain checks, credit slips or gift cards for food paid for with a WIC check or cash value voucher if the foods are unavailable at the time the WIC check or cash value voucher is redeemed, below are the only options available to both the Vendor and the WIC customer.
  - a. If the freight shipment is due that evening or the next morning, ask the WIC customer to come back later to purchase everything on their WIC check or cash value voucher at that time, or they must shop at another authorized Vendor or be referred to the WIC clinic for further assistance.
  - b. If a food item is out of stock, the WIC customer can choose another authorized food item OR choose to lose the out of stock food item(s), i.e. customer only wants Tree Top Apple Juice and refuses to purchase other WIC approved juices, or they must shop at another authorized Vendor or be referred to the WIC clinic for further assistance.
  - c. If an infant formula is out of stock, the WIC customer can come back later or they must shop at another authorized Vendor or be referred to the WIC clinic for further assistance. Vendor personnel cannot substitute another brand or a different sized container of the same brand.
3. The Vendor shall not provide refunds for infant formula or food items purchased with WIC checks or cash value vouchers. The Vendor should ask for receipts to verify that the formula or food items were not purchased with WIC checks or cash value vouchers.

**Note:** Some Vendors require a receipt and identification for infant formula and mail refunds as it is difficult to identify infant formula purchased with WIC checks, the name and address is then forwarded to the local agency or State WIC Office for a follow-up investigation.

4. The Vendor shall not permit exchanges for authorized supplemental foods or infant formula obtained with WIC checks or cash value vouchers for unauthorized food items, non-food items, cash, or credit (including rain checks, credit slips or gift cards). For example: If a WIC customer requests to exchange infant formula for another brand, for example by stating that the baby is allergic to it, politely refuse the request and refer them to the WIC clinic.

Exchanges of an identical authorized supplemental food item is permitted when the original authorized supplemental food item is defective, spoiled, or has exceeded its “sell by”, “best if used by” or other date limiting the sale or use of the food item. An identical authorized supplemental food item means the exact brand and size as the original authorized supplemental food item obtained and returned by the participant.

5. The Vendor shall not give incentive items which include, but are not limited to, cash prizes, lottery tickets, transportation, and other free food or merchandise exclusively to WIC customers. Minimal customary courtesies of the retail food trade, such as bagging supplemental food for the participant and assisting the participant with loading the supplemental food into his/her automobile are exceptions.

## **ON-SITE MONITORING VISITS, COMPLIANCE INVESTIGATIONS AND INVENTORY AUDITS**

1. The Vendor agrees to comply with unannounced on-site monitoring visits, compliance investigations and inventory audits conducted by the State or its representatives made at any time during normal business hours. During on-site monitoring visits, compliance investigations and inventory audits, the State or its representatives shall have unobstructed access to, but are not limited to: negotiated WIC checks, cash value vouchers, shelf prices, purchase invoices, register tapes, inventory records of all WIC authorized foods and access to food storage areas upon request.
2. The Vendor shall retain for inspection and audit by the State, Federal Food and Nutrition Service, Comptroller General of the United States or other representatives of the program, all books, accounts, reports, files, purchase invoices, inventory records, all WIC checks and cash value vouchers in the Vendors possession and other program related records relating to the performance of this Agreement for four (4) years after the expiration of this Agreement. Upon request by the aforementioned entities, the Vendor shall at its own expense provide a legible copy of all such records to the State office. The original of all such records shall also be available and produced for inspection and audit when needed to verify the authenticity of a copy.

## **RECORD RETENTION**

1. The Vendor shall retain inventory records used for Federal tax reporting purposes and records related to disputes, litigation or settlement of claims arising out of the performance of this Agreement until such time as these matters have been finally resolved or four (4) years, whichever is longer. Upon request, the Vendor must make available to representatives of the State, the U.S. Department of Agriculture ("Department"), and the Comptroller General of the United States, at any reasonable time and place for inspection and audit, all WIC checks and cash value vouchers in the Vendor's possession and all program-related records.
2. The Vendor shall retain all invoices or receipts of infant formula for four (4) years and shall at the Vendors own expense provide a legible copy of all such records to the State office. The original of all such records shall also be retained and available for inspection and audit when needed to verify the authenticity of a copy.
3. The Vendor shall retain all invoices or receipts of food sales for four (4) years and shall at the Vendors own expense provide a legible copy of all such records to the State office. The original of all such records shall also be retained and available for inspection and audit when needed to verify the authenticity of a copy.

## **SANITATION AND FOOD SAFETY**

1. The Vendor shall provide fresh and wholesome products in a sanitary environment. If the State becomes aware that the Vendor has failed to maintain sanitation or food safety standards, it shall notify the proper regulatory office.
2. The Vendor shall not sell WIC foods or infant formula to WIC participants after the manufacturer's expiration date or other sale by date printed on the package/container.
3. The Vendor shall be in compliance with all state sanitation codes and maintain a current Food Establishment Inspection Report (Health Department permit), all other appropriate licenses and certificates. The Vendor shall notify the State immediately and in writing if, for any reason, any license or certificate is suspended, denied, or revoked.

## **TERMINATION OR DISQUALIFICATION**

When the State disqualifies a Vendor, the State must also terminate the Agreement. The disqualified Vendor will have to wait until the expiration of the disqualification period before becoming eligible to reapply to the WIC Program for authorization and will be subject to the current Vendor selection criteria in the Application form. This list is not all inclusive; refer to Appendix A, Sanction Point System.

1. The Vendor or the State may terminate this Agreement during its performance period by giving a minimum of thirty (30) calendar days' written notice to the other party and its intention and reason for termination. Reasons for termination shall include, but are not limited to, low volume of WIC sales, (defined as less than twenty [20] WIC checks and/or cash value vouchers in a given month), excessive prices of WIC foods within the Vendors peer group, excessive administrative costs incurred by the State, violations of this Agreement, violations of Federal Regulations or fraud.
2. The State shall have the right to offer, in lieu of disqualification for State mandated sanctions mandatory training session(s) for store management and all employees dealing with the WIC checks and/or cash value vouchers at a time and location selected by the State. The State shall have the right to place the Vendor on a Probationary Status in lieu of Agreement disqualification for State Sanctions only.
3. The State may disqualify a Vendor for overcharging and/or for failure to pay back overcharges within the required time period.
4. The State may disqualify a Vendor from the WIC Program for the revocation of the Food Establishment Inspection Report (Health Department Permit).
5. The State will disqualify a Vendor who has been disqualified from the Supplemental Nutrition Assistance Program (formerly the Food Stamp Program). The disqualification shall be for the same length of time as the Supplemental Nutrition Assistance Program (formerly the Food Stamp Program) disqualification. The disqualification may begin at a later date than the Supplemental Nutrition Assistance Program (formerly the Food Stamp Program) disqualification, and is not subject to administrative or judicial review under the WIC Program.
6. The State shall permanently disqualify a Vendor convicted of trafficking in food instruments/WIC checks/cash value vouchers or selling firearms, ammunition, explosives, or controlled substances in exchange for food instruments/WIC checks/cash value vouchers.
7. The State may not accept voluntary withdrawal of the Vendor from the WIC Program as an alternative to disqualification for fraud, abuse, or federal violations listed in the Sanction Point System (in Appendix A). In addition, the State may not use non-renewal of the Agreement as an alternative to disqualification.
8. The State may disqualify a Vendor who has been assessed a civil money penalty for hardship in the Supplemental Nutrition Assistance Program (formerly the Food Stamp Program). The length of such disqualification shall correspond to the period for which the Vendor would otherwise have been disqualified in the Supplemental Nutrition Assistance Program (formerly the Food Stamp Program).
9. The State shall not accept voluntary withdrawal to avoid a civil money penalty or disqualification.
10. The State will notify the Vendor in writing at least twenty-one (21) calendar days prior to the effective disqualification date, except when a permanent disqualification is due to conviction of trafficking or illegal sales and is effective immediately upon notification.
11. Disqualification from the WIC Program may result in disqualification as a Vendor in the Supplemental Nutrition Assistance Program (SNAP). Such disqualification may not be subject to administrative or judicial review under SNAP (formerly, the Food Stamp Program). The SNAP disqualification shall be for the same length of time as the WIC disqualification, but may begin at a later date than the WIC disqualification.
12. Disqualified Vendors shall be considered as having forfeited their current authorization and will be required to reapply during the next open enrollment period. Disqualifications that extend past the expiration of the Agreement shall continue in force in the new Agreement period. If a new Agreement is granted, it shall not become effective until after the expiration of the disqualification period.
13. The State may terminate this Agreement for cause if it determines that such a termination would be in its best interest. The State will pay for all properly redeemed WIC checks or cash value vouchers per the Agreement guidelines processed prior to the notification of termination.

## **EXPIRATION OF THE AGREEMENT**

1. The Vendor has neither an obligation nor an entitlement to renew this Agreement at the time of expiration or termination.
2. The State is under no obligation to renew or re-authorize this Agreement at the time of expiration or termination. The expiration of this Agreement is not subject to appeal.
3. The State will provide at least fifteen (15) calendar days advance written notice of the expiration of the Agreement.

## **CHANGE OF OWNERSHIP**

1. The Vendor shall notify the State in writing within sixty (60) calendar days of any change in Vendor operations (closure, selling of the business, etc.) and/or ownership (whole or controlling interest), Vendor name, address, or telephone number.
2. The State will terminate the Agreement if there is any change in Vendor operations (closure, selling of the business, etc.) and/or ownership (whole or controlling interest) and location. (The State may permit Vendors to move short distances without terminating the agreement.)
3. The new owner must re-apply and shall be subject to the Vendor Application as contained in the Application form.

## **CIVIL RIGHTS (DISCRIMINATION)**

1. "In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W. Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal opportunity provide and employer
2. The Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 and with the nondiscrimination provisions of Departmental regulations (Parts 15, 15a, and 15b of this title).
3. The Vendor agrees to offer WIC participants, parents or caretakers of infant or child participants and proxies the same respect, customer services and courtesies offered to other customers.

## **MILITARY COMMISSARIES**

1. The U.S. Department of Agriculture and the U.S. Department of Defense have entered into a Memorandum of Understanding to clarify the basic responsibilities of the State WIC agencies and military commissaries authorized to be WIC Vendors.
2. Military commissaries, as federal entities, are exempt from some State requirements; however, the State may still authorize them as WIC Vendors pursuant to CFR §246.12(f) (1) of the federal regulations for the WIC Program, which permits modification of the Agreement. A commissary will be required to submit application information to the State by the deadline if one is given.

## **CONFLICT OF INTEREST**

1. The Vendor shall ensure that no conflict of interest exists or occurs between the Vendor and the State or local WIC agency. A conflict of interest relates to the standard of ethical conduct that no owner, officer, manager, or employee shall have any interest, financial or otherwise, direct or indirect, or engage in any business transaction or professional activity or incur any obligation of any nature which is in conflict with the discharge of a person's duties.
2. If the State identifies a conflict of interest, the State will terminate this Agreement upon notification of the parties should such conflict of interest arise after the Vendor has been authorized by the State to participate in the WIC Program.

## **PENALTIES**

1. A Vendor and/or its employees who commit fraud or abuse of the WIC Program are liable to prosecution under applicable Federal, State or local laws. Any Vendor or Vendor representatives who willfully misapplied, stolen, or fraudulently obtained WIC Program funds will be subject to a fine of not more than \$25,000 or imprisonment for not more than five years or both, if the value of the funds are \$100.00 or more. If the value of the funds is less than \$100.00 the penalties are a fine of not more than \$1,000.00 or imprisonment for not more than one year or both according to the federal regulation and subject to state criminal penalties or other applicable laws. (7 CFR§246.12 (h)(3)(xx))
2. The State reserves the right to carry over penalty points from one Agreement period to the next. The penalty points accumulated on the Vendor's record will be used to evaluate new application, assess suspensions, termination or disqualification, or impose a civil money penalty.

## **RELEASE OF VENDOR RECORDS**

The State may share records and information concerning the Vendor's participation in the WIC Program with other entities responsible for oversight, management or enforcement of the WIC Program as authorized by 7 CFR §246.26 (1990). This provision includes, but is not limited to, law enforcement agencies.

## **APPEALS**

Vendor aggrieved by any adverse action by the State may request a Fair Hearing as provided in the Department's Rules Governing Contested Case Proceedings, IDAPA 16.05.03. The State will provide this document upon request and at the time of the adverse action.

The State must provide full administrative reviews to Vendors that appeal the following adverse actions:

- A. Denial of authorization based on the Vendor selection criteria for competitive price or for minimum variety and quantity of authorized supplemental foods and/or on a determination that the Vendor is attempting to circumvent a sanction.
- B. Termination of an Agreement for cause.
- C. Disqualification.
- D. Imposition of a fine or a civil money penalty in lieu of disqualification.

Adverse actions subject to abbreviated administrative reviews:

- A. Denial of authorization based on the Vendor selection criteria for business integrity or for a current Supplemental Nutrition Assistance Program (formerly the Food Stamp Program) disqualification or civil money penalty for hardship.
- B. Denial of authorization based on a State agency-established Vendor selection criterion if the basis of the denial is a WIC Vendor sanction or a Supplemental Nutrition Assistance Program (formerly the Food Stamp Program) withdrawal of authorization or disqualification
- C. Termination of an Agreement because of a change in ownership, location or cessation of operations.
- D. Disqualification based on the imposition of a Supplemental Nutrition Assistance Program (formerly the Food Stamp Program) civil money penalty for hardship.
- E. Disqualification based on a trafficking conviction.

Actions not subject to administrative reviews:

- A. The validity or appropriateness of the State Vendor selection criteria.

- B. The validity or appropriateness of the State participant access criteria and the State participant access determinations.
- C. The validity or appropriateness of the State's criteria to determine whether or not a Vendor is likely to derive more than 50% of their annual food sales revenue from WIC sales.
- D. The States 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.
- E. The expiration of an Agreement.
- F. Disputes regarding WIC check or cash value voucher payments and Vendor claims (other than the opportunity to justify or correct a Vendor overcharge or other error).
- G. Disqualification of a Vendor as a result of disqualification from the Supplemental Nutrition Assistance Program (formerly the Food Stamp Program).
- H. The State's determination to include or exclude an infant formula manufacturer, wholesaler, distributor or Vendor from the authorized supplier list provided in the Vendor Application, Table 4.
- I. The validity or appropriateness of the State's prohibition of incentive items and the State's denial of any vendor's request to provide an incentive item to customers.
- J. The State'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.

Additionally, disqualification of a Vendor from the WIC Program may result in a disqualification from the Supplemental Nutrition Assistance Program (formerly the Food Stamp Program). Such disqualification shall not be subject to administrative or judicial review under the Supplemental Nutrition Assistance Program (formerly the Food Stamp Program).

**Vendor Agreement – all questions below must be answered**

This location must self-declare the store type (see Table 3):		
Is this Vendor located in a fixed and permanent location?	Yes	No
Home delivery or vendors who derive greater than 50% of their annual food revenue from the sale of supplemental foods obtained with WIC checks are not allowed under this Agreement.		
The State requires tax documents or other verifiable sources of information for the following information. Please attach records with Agreement.		
What is the individual Vendor's total annual sales?		
Food \$	+ Non-Food \$	= Gross \$
As reported on income tax form for calendar year		
Please indicate if the information is <input type="checkbox"/> actual <input type="checkbox"/> estimated.		
Annual sales include (check all that apply):		
<input type="checkbox"/> Beer/wine	<input type="checkbox"/> Tobacco	<input type="checkbox"/> Grill/deli/restaurant
<input type="checkbox"/> Household products	<input type="checkbox"/> Food (groceries)	<input type="checkbox"/> Lottery

Does the Vendor sell gasoline as a major product line?	Yes	No
Gasoline \$ (annual sales):		
Vendor must be open for business at least six (6) days a week, 12 hours a day. Winter hours may be shorter.		
Days of operation:		
Hours of operation:		
Indicate the number of cashier registers with scales for weighing produce in the store:		
Total number of cash registers (exclude self check/self scan):		
Are these checkstands/cash registers equipped with a scanner(s)?	Yes	No
Are the scanners equipped to identify WIC-authorized foods versus non-WIC foods?	Yes	No
If yes, are the scanners coded to identify WIC authorized foods?	Yes	No
Is the Vendor primarily a convenience store featuring a limited number of brands and relatively low inventory of each item?		
Yes	No	
Is the Vendor willing to purchase infant formula from the list provided in Table 4?		
	Yes	No
Is this Vendor location ADA (Americans with Disabilities Act) compliant?		
	Yes	No
Has this Vendor been cited within the last year by the State or county health inspector for a sanitation violation?		
Yes	No	
If yes, please explain.		
Is the Vendor free of "Conflict of Interest" between the Vendor and State and/or local WIC agency?		
	Yes	No
If no, please explain.		
If found to be noncompliant with the Vendor Agreement or appendices, is the Vendor willing to correct or take the necessary corrective action to ensure compliance?		
Yes	No	
Are other grocery stores owned or managed by this business?		
	Yes	No
If yes, attach a separate sheet with store name(s) and addresses.		
<i>For currently authorized Vendors, is this store needed by 10 or more WIC participants in the area?</i>		
	Yes	No
<i>For new applicants, have you received 10 or more WIC participants asking you to accept WIC in your store?</i>		
	Yes	No

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? 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.	Yes	No
Have any of the owners, managers or officers been convicted of a felony in the past six years?	Yes	No
If yes, attach a separate sheet with the explanation.		
Is this a full line/service grocery?	Yes	No
Vendor must continuously sell fresh meat, poultry or fish; produce; dairy; cereal or bread (rice and pasta); and canned goods with a well-stocked line of grocery items featuring three or more varieties of food items to choose among the meat, produce, dairy and bread or cereal food categories. This Vendor must not be a gas station, restaurant, cafe, or fast food establishment. The store <b>must</b> be primarily a grocery store with fifty (50%) or more of their sales from groceries and not from alcohol, tobacco products, lottery sales, restaurant, cafe, fast food establishment earnings or gas. Convenience or other small stores with limited food items may be authorized only if they meet all of the criteria and there are <b>no</b> full line grocery stores within a 15-mile radius. (This generally applies to very small towns and rural areas.) "Superstores" may be authorized only if they meet all of the criteria and the grocery area is separated from the rest of the stores' goods and services.		
Is the Vendor willing to continuously stock and maintain the mandatory WIC minimum inventory food items requirements for WIC foods at all times (see Table 1)?	Yes	No
Is this Vendor willing to keep their prices comparable to other Vendors within their peer group (see Table 2) for the current contract period?	Yes	No
Has this location ever participated in the WIC Program?	Yes	No
If the Vendor was previously authorized in WIC, is the Vendor free of past WIC problems (e.g., frequent participant or WIC staff complaints, check problems etc.)?	Yes	No
Are there any outstanding WIC balances from fines from other stores owned by this owner?	Yes	No
All outstanding balances must be paid or justified before authorization.		
Has this Vendor location or its owners or managers ever received a warning, been assessed a civil money penalty, been suspended, charged, sanctioned or disqualified by the WIC Program?	Yes	No
If yes, please explain.		
Is this location approved to accept SNAP (formerly the Food Stamp Program)?	Yes	No
Does this Vendor operate in compliance with SNAP (formerly the Food Stamp Program) requirements?	Yes	No

Has this Vendor location or its owners or managers ever received a warning, been assessed a civil money penalty, suspended, charged, sanctioned or disqualified from SNAP (formerly the Food Stamp Program)? If yes, please explain.	Yes	No
Does the Vendor's bank accept Automatic Clearing House (ACH) direct deposit payments?	Yes	No
The Idaho WIC Program primarily uses email to communicate store specific information such as warnings and violations, and general information such as policy and training bulletins. Does the Vendor have the ability to accept email communications?	Yes	No
Does the Vendor have internet access and computers for employee use for training purposes?	Yes	No
Provide the name(s) and address(s) of major wholesaler(s) that supply your WIC approved food items and infant formula (attach most recent inventory record):		
Wholesaler 1:		
Wholesaler 2		
Other Retail Grocer:		
Local Dairy:		
Local Grower/Producer:		
Other:		

Failure to continuously stock and maintain the WIC mandatory minimum inventory food items in the required quantities after submission of the Vendor Agreement will result in termination and/or disqualification. Note: The mandatory minimum inventory may be amended by the WIC Program during the Agreement period.

**Table 1 - - MINIMUM STOCK REQUIREMENTS**

<b>Food Item</b>	<b>Type of Inventory</b>	<b>Minimum Amounts 1-6 cash registers</b>	<b>Minimum Amounts 7 or more cash registers</b>
CEREAL, Adult and Child	2 kinds of cold cereal and 1 kind of hot cereal and at least 1 of these must be whole grain (see food list)	72 oz total combination (e.g., Six 12 oz boxes of cereal)	240 oz total combination (e.g., Twenty 12 oz boxes of cereal)
JUICE – Adult	11.5 oz or 12 oz frozen. Orange juice and one other variety, see current authorized food list for details.	6 containers	30 containers
JUICE – Child	64 oz container. See current authorized food list for details.	4 containers	20 containers
MILK	Fluid: gallon, half gallon, quart--whole, reduced fat (2%), light or lowfat (1%), fat free, nonfat or skim.	8 gallons (can include ½ gallons and quart combinations)	40 gallons (can include ½ gallon and quart combinations)
EGGS	White – large, medium or small. Packaged one dozen to a carton.	2 dozen	10 dozen
CHEESE	2 varieties - see authorized food list for details.	2 lbs	10 lbs
DRIED BEANS or PEAS	2 varieties - see authorized food list for details.	2 1 lb bags or 2 lbs in bulk form	10 1 lb bags or 10 lbs in bulk form
PEANUT BUTTER	16 oz to 18 oz jar, smooth or chunky, See authorized food list for details.	2 jars	10 jars
TUNA and/or SALMON	5 oz canned. See authorized food list for details.	12 cans	60 cans
BREADS/ GRAINS, whole wheat bread and soft corn tortillas	16 oz 100% whole wheat bread (no light or lite). 32 oz or less whole grains, see current authorized food list for details.	4 16 oz loaves	10 16 oz loaves AND 4 lbs of whole grain tortillas or brown rice. See authorized food list.
FRESH FRUITS AND FRESH VEGETABLES	6 varieties of fresh fruits. See authorized food list for details. 6 varieties of fresh vegetables. See authorized food list for details.	10 lbs of fresh fruit 10 lbs of fresh vegetables	60 lbs of fresh fruits 60 lbs of fresh vegetables
CEREAL, Infant	2 varieties of cereal grains, without fruit. Rice must be one grain variety. See authorized food list for details.	6 8 oz boxes	30 8 oz boxes (can have some 16 oz boxes)
FRUIT/ VEGETABLE, Infant	2 varieties, one must be a fruit and one must be a vegetable. 4 oz jars only. See authorized food list for details.	48 4 oz jars	160 4 oz jars
MEATS, Infant	2 varieties, 2.5 oz jars. See authorized food list for details.	24 2.5 oz jars	155 2.5 oz jars
FORMULA, Infant	<b>MILK BASED</b> iron fortified, current contract infant formula <b>SOY BASED</b> iron fortified, current contract infant formula	20 can combination	100 can combination

**PEER GROUPS**

The Idaho WIC Program utilizes peer group averaging to monitor prices charged by vendors for WIC food items. The peer group average is the arithmetic mean (average) of prices charged by vendors within a peer group for WIC food items.

Each Vendor's prices are only compared to other vendor's prices within their peer group. This ensures that vendor prices are fairly evaluated. If it is determined that vendor prices exceed the peer group average, the vendor will be advised in writing and given the opportunity to lower the price to an acceptable level. Peer groups are a breakdown of vendors by size within regions in the state. These peer groups may change if the State determines a need to reevaluate peer groups to ensure cost containment per PL 108-265.

- Peer group 1 consists of small stores with 1 to 3 cash registers.
- Peer group 2 consists of medium stores with 4 to 6 cash registers.
- Peer group 3 consists of large stores with 7 or more cash registers.
- Peer group 4 consists of "lower cost" or "discount food" super-stores with 18 or more cash registers.
- Peer group 5 consists of military commissaries.

Peer groups 1, 2, and 3 have "subgroups" of A, B and C. The breakdowns of the subgroups are by regions within the state.

Subgroup "A" consists of counties in Northern Idaho (local agencies 1, 2 and 8): Benewah, Bonner, Boundary, Clearwater, Idaho, Kootenai, Latah, Lewis, Nez Perce and Shoshone.

Subgroup "B" consists of counties in Southern Idaho (local agencies 3, 4 and 5): Ada, Adams, Blaine, Boise, Camas, Canyon, Cassia, Elmore, Gem, Gooding, Jerome, Lincoln, Minidoka, Owyhee, Payette, Twin Falls, Valley and Washington.

Subgroup "C" consists of counties in Eastern Idaho (local agencies 6, 7 and 9): Bannock, Bear Lake, Bingham, Bonneville, Butte, Caribou, Clark, Custer, Franklin, Fremont, Jefferson, Lemhi, Madison, Oneida, Power and Teton.

**Table 2—Peer Groups**

<b>PEER GROUP</b>	<b>SIZE and COUNTIES</b>
Peer Group 1A	<u>Small</u> --Benewah, Bonner, Boundary, Clearwater, Idaho, Kootenai, Latah, Lewis, Nez Perce and Shoshone
Peer Group 1B	<u>Small</u> --Ada, Adams, Blaine, Boise, Camas, Canyon, Cassia, Elmore, Gem, Gooding, Jerome, Lincoln, Minidoka, Owyhee, Payette, Twin Falls, Valley and Washington
Peer Group 1C	<u>Small</u> --Bannock, Bear Lake, Bingham, Bonneville, Butte, Caribou, Clark, Custer, Franklin, Fremont, Jefferson, Lemhi, Madison, Oneida, Power, Teton
Peer Group 2A	<u>Medium</u> --Benewah, Bonner, Boundary, Clearwater, Idaho, Kootenai, Latah, Lewis, Nez Perce and Shoshone
Peer Group 2B	<u>Medium</u> --Ada, Adams, Blaine, Boise, Camas, Canyon, Cassia, Elmore, Gem, Gooding, Jerome, Lincoln, Minidoka, Owyhee, Payette, Twin Falls, Valley and Washington
Peer Group 2C	<u>Medium</u> --Bannock, Bear Lake, Bingham, Bonneville, Butte, Caribou, Clark, Custer, Franklin, Fremont, Jefferson, Lemhi, Madison, Oneida, Power, Teton
Peer Group 3A	<u>Large</u> --Benewah, Bonner, Boundary, Clearwater, Idaho, Kootenai, Latah, Lewis, Nez Perce and Shoshone
Peer Group 3B	<u>Large</u> --Ada, Adams, Blaine, Boise, Camas, Canyon, Cassia, Elmore, Gem, Gooding, Jerome, Lincoln, Minidoka, Owyhee, Payette, Twin Falls, Valley and Washington
Peer Group 3C	<u>Large</u> --Bannock, Bear Lake, Bingham, Bonneville, Butte, Caribou, Clark, Custer, Franklin, Fremont, Jefferson, Lemhi, Madison, Oneida, Power, Teton
Peer Group 4	All counties within the state
Peer Group 5	All military commissaries

**Table 3 - Store Type and Definitions**

<b>Store Type</b>	<b>Definition</b>
Supermarket	Establishments primarily engaged in retailing a general line of food, such as canned and frozen foods; fresh fruits and vegetables; and fresh and prepared meats, fish, and poultry represented as major departments. Supermarkets have at least \$2 million in annual sales.
Small Grocery Store (excluding convenience stores)	Sub-supermarket sized establishments primarily engaged in retailing a general line of food, such as canned and frozen foods; fresh fruits and vegetables; and fresh and

	prepared meats, fish, and poultry. Included in this category are delicatessen-type establishments primarily engaged in retailing a range of food and meat products.
Convenience store without gasoline	Establishments known as convenience stores or food marts (except those with fuel pumps) primarily engaged in retailing a limited line of goods that generally includes food products such as milk, bread, soda, and snacks.
Convenience store with gasoline	Establishments engaged in retailing automotive fuels (e.g., diesel fuel, gasohol, gasoline) in combination with convenience store or food mart items. These establishments can either be in a convenience store (i.e., food mart) setting or a gasoline station setting.
Super center/super store	Retail establishments primarily engaged in retailing a general line of groceries in combination with general lines of new merchandise, such as apparel, furniture, and appliances. Super centers typically contain a supermarket-like area within a larger general merchandise store.
Military commissary	A supermarket-like grocery store typically located at a military facility and restricted to active-duty members of the armed services.

Source: Census Bureau and USDA Economic Research Service.

**Table 4 – List of Wholesalers, Distributors, Manufacturers and Vendors/Retailers of Infant Formula**

<b>Name and address of Wholesalers, Distributors and Manufacturers for infant formula</b>	<b>Phone Number</b>
Abbott Laboratories, Ross Products Division, 3300 Stelzer Road, Columbus, OH 43219-7677	n/a
Albertson's Distribution Center, 17505 NE San Rafael Street, Portland OR 97230	n/a
Albertson's Distribution Center, 620 West 600 North, Salt Lake City, UT 84054	801-299-7000
Albertson's Sundries Center, 520 North Eagle Road, PO Box 7924, Meridian, ID 83642	208-395-6880
Arrow Rock Supply, PO Box 7627, Boise, ID 83707	208-375-0968
Associated Food Stores, 1825 West 2550 North, Ogden, UT 84404	n/a
Associated Food Stores, 1850 West 2100 South, Salt Lake City, UT 84119	888-574-7100 or 800-574-9000
Bristol-Myers Squibb Company, Mead Johnson Nutritional Group, 2400 West Lloyd Expressway, Evansville, IN 47721	n/a
Coastal Pacific, 2205 51 <sup>st</sup> Avenue East Suite 303, Fife WA	800-310-4787
Defense Commissary Agency, 1300 East Avenue, Fort Lee, Virginia 23801	n/a
Fred Meyer Distribution Center, Clackamas Dry Grocery Distribution, 11506 SE Highway 212, Clackamas, OR 97015	503-650-2012
Fred Meyer Distribution, Puyallup Dry Grocery Distribution, 349 Valley Avenue, NW, Puyallup, WA 98371	800-388-2376
Nestle, USA, 800 North Brand Blvd., Glendale, CA 91203 Nestle, USA, Nestle Infant Nutrition, 12 Vreeland Road, Box 697, Florham Park, NJ 07932-0697	n/a
Nutricia North America, Scientific Hospital Supplies (SHS), 9900 Belward Campus Drive, Ste 100, Rockville MD 20850	n/a
PBM Nutritionals, LLC, PO Box 2109, 147 Industrial Park Road, Georgia, VT 05468-2109	n/a
Red Apple Market Place, 555 SW 4 <sup>th</sup> Avenue, Ontario, OR 97914	n/a
Safeway Warehouse, North 5705 Freya, Spokane, WA 92217	509-482-3129
Smith's Distribution Center, 500 NE Sugar Street, Layton, UT 84041	800-444-7288
Solus Products, LLC 8910 Purdue Road, Suite 230, Indianapolis, IN 46268	n/a
SuperValu, 1525 East D Street, Tacoma, WA 98401	800-255-4075
SuperValu, PO Box 2808, Spokane, WA 99220	800-222-4775
URM Stores, 7511 North Freya, PO Box 3365, Spokane, WA 99217	800-845-9605
Wal-Mart Warehouse, 7500 E Crossroads Blvd., Loveland CO 80538	970-679-4700
Wal-Mart Warehouse/Distribution Center, 5400 West State Road 83, Corinne, UT 84307	435-744-4000
Wal-Mart Warehouse 1455 SE Reedville Road, Hermiston OR 97838	541-564-4600
Winco Distribution Center, 400 So. Woodland Avenue, PO Box 400, Woodburn OR 97071	503-982-4900

<b>List of Corporate Vendors/Retailers with 3 or more stores in Idaho</b>	
Albertson's	
Broulim's	
Fred Meyers	
Paul's Market	
Ridleys Family Markets	
Safeway	
Smith's Food and Drug	
Stein's	
Super 1 Foods	
Wal-Mart (or Sam's Club)	
Winco Foods	

**Table 5 – Automatic Clearing House (ACH)**

Direct Deposit is a form of ACH (Automatic Clearing House) used throughout the United States to transfer money from one bank account to another. ACH was designed to help businesses and consumers reduce the use of paper checks. ACH allows vendors to receive reimbursements faster for vouchers rejected for "Over Max Amount", also known as "Excess Dollar Amount" versus the manual reimbursement process.

Once the State has enrolled you for ACH, vouchers rejected for "Over Max Amount/Excess Dollar Amount" will first be returned back to the bank of first deposit (your bank). Idaho WIC's bank, will evaluate the current maximum allowable dollar amount for your peer group to determine the payment. This dollar amount will then be directly deposited into your bank account at the beginning of each week related to the previous week's "Excess Dollar Amount" returns. A statement will follow in the mail that details the returns and subsequent ACH reimbursements. All ACH payments are considered final. However, Idaho WIC reserves the right to reverse any ACH it deems to be inaccurate.

Idaho WIC Vendor Name and Number	
Depository Bank Name:	
Branch:	
City, State, Zip:	
Bank Phone Number:	
Routing Number:	
Account Number:	
Name of person to receive ACH statements(if N/A then will be addressed to bookkeeper):	
Address to send ACH statements (if different from vendor address):	

**Note:** If any of the above banking information should change, the Vendor must notify the State within thirty (30) calendar days.

**Documents that must be attached are listed below; failure to attach these documents will cause this Agreement to be considered incomplete.**

1. Current Food Establishment Inspection Report OR a copy of the Health Department Permit.
2. Tax documents to verify information provided regarding total volume sales (ie: food verses non-food).
3. Attach a one page copy of a current invoice showing your infant formula supplier. It must identify the supplier/distributor, the receiving store, the purchase date and the quantity, product name (must be the current contracted infant formula, see page 5 of the WIC Price List) and unit price of the infant formula purchased.

**Please read carefully and sign:**

The undersigned is authorized to act on behalf of the applicant identified on page 1 who is applying for authorization to participate in the Idaho WIC Program. By submitting this Agreement, the undersigned has declared that the business is open, fully stocked, fully operational and authorized to accept Supplemental Nutrition Assistance Program (formerly the Food Stamp Program) benefits.

This is only a request to become a WIC Authorized Vendor, and until accepted and counter-signed by an authorized agent of Department of Health and Welfare does NOT constitute an Agreement nor does it guarantee authorization to participate in the Idaho WIC Program. The information contained in the Agreement may be verified by the Idaho WIC Program or its designee during an on-site visit. This original document containing the original signatures will validate the Agreement with the State. No copies or electronic signatures will be accepted. By his/her signature below, the person represents and warrants to the Idaho WIC Program that he/she has the legal authority to:

1. Sign this Agreement on behalf of the aforementioned Vendor and that such signature obligates the Vendor and its employees to perform under this Agreement.
2. Certify that all information submitted is accurate and complete.
3. Understands that if the Agreement is approved their signature binds this Vendor location, owners, officers, managers and/or other employees to all the rules and requirements of the Idaho WIC Program.
4. Understands that if any information contained within the Application or Agreement is found to be false, the Application and Agreement will be denied; or if authorized, can result in being terminated immediately and disqualified from the Idaho WIC Program.

**VENDOR:**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**STATE OF IDAHO:**

BY: \_\_\_\_\_

KRIS SPAIN  
Chief, Bureau of Clinical and Preventive Services

DATE: \_\_\_\_\_