

**WIC VENDOR AGREEMENT
BETWEEN THE STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH
OFFICE OF PUBLIC HEALTH
CENTER FOR COMMUNITY AND PREVENTIVE HEALTH
Special Supplemental Nutrition Program for Women, Infants and Children (WIC)
P.O. Box 60630, New Orleans, LA 70160-0630**

AND

This WIC Vendor Agreement, hereinafter referred to as the “Agreement,” is entered into for the Louisiana Special Supplemental Nutrition Program for Women, Infants and Children (WIC) between the State of Louisiana, Louisiana Department of Health, Office of Public Health, Center for Community and Preventive Health, Special Supplemental Nutrition Program for Women, Infants and Children (WIC), hereinafter referred to as the “State Agency,” and the above-named vendor, hereinafter referred to as the “Vendor.” This Agreement will begin on _____ or the date signed by the State Agency, whichever is later, and will expire on _____, unless it is terminated by either party pursuant to either this agreement or applicable federal and state law.

This Agreement does not constitute a license or a property interest. If the Vendor wishes to continue to be a WIC authorized Vendor beyond the period of this Agreement, it must reapply for authorization. If the Vendor is subsequently disqualified, the State Agency will terminate this Agreement and, effective immediately, the Vendor may not accept WIC food instruments (FIs) or cash-value vouchers (CVVs), and may not reapply for authorization until the disqualification period has ended. In all cases, the Vendor’s new application will be subject to the State Agency’s current Vendor Selection Criteria and any Vendor Limiting Criteria in effect at the time of reapplication.

Part A. VENDOR Agrees to:

General Terms. Vendor shall –

1. Comply with all of the following throughout the authorization period: the terms of this Agreement; all applicable federal and state statutes and regulations governing the WIC Program, including, but not limited to, 42 U.S.C. § 1786, 7 C.F.R. Part 246, La.R.S. 46:450, and LAC 48:V.4101-4513; the Louisiana WIC Vendor Guide (“Vendor Guide”) inclusive of the Vendor Selection Criteria and the Sanction Schedule, including any changes thereto; the WIC Program Food List, including any changes made during the Agreement period; and all other memos, policies, procedures, formal instructions, and terms of participation issued related to vendors by the USDA or the State Agency;
2. Understand that the State Agency may reassess Vendor at any time during the Agreement period using the current Vendor Selection Criteria. The State Agency will terminate this Agreement if the Vendor fails to meet the current Vendor Selection Criteria;
3. Understand that the State Agency will, as part of the redemption process, make price adjustments to the purchase price of WIC FIs and CVVs submitted by the Vendor for redemption

to ensure compliance with all price limitations and maximum allowable reimbursement levels (MARLs) applicable to Vendor;

Non-discrimination. Vendor shall –

4. Comply with the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Parts 15, 15a and 15b of Title 7 of the Code of Federal Regulations, Age Discrimination Act of 1975, section 504 of the Rehabilitation Act of 1973, and U.S. Department of Agriculture (USDA), Food and Nutrition Service (FNS) instructions to ensure that no otherwise qualified person be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, sex, disability or age;

General Business Operations. Vendor shall –

5. Demonstrate business integrity as described in the Vendor Guide;
6. Transact and redeem FIs and CVVs properly using the processes described in the Vendor Guide;
7. Provide only the WIC-approved foods listed on the FI and CVV;
8. Allow the purchase of all WIC-approved foods in the full amount specified on any valid FI or CVV presented by a WIC participant or proxy;
9. Allow a WIC participant or proxy to use another form of payment (e.g. cash, Supplemental Nutrition Assistance Program (SNAP) benefits, credit or debit card, etc.) to pay the difference if the purchase price exceeds the dollar value on a CVV. Vendor must allow WIC participants or proxies to choose from the tender types accepted from all other customers;
10. Provide WIC-approved foods that are fresh and have not exceeded their “sell by,” “best if used by,” or other date limiting the sale or use of the food item;
11. Submit accurate prices to the State Agency quarterly through the Vendor Portal; Vendor shall submit the current, non-sale prices of WIC-approved foods, as described in the Louisiana WIC Vendor Portal section of the Vendor Guide;
12. Derive 50 percent or less of annual food sales, as “food sales” is defined by Federal regulations, from FI redemptions;
13. Provide to WIC participants or proxies only the authorized infant formula specified on the participant’s FI, which the vendor shall obtain only from sources included on the authorized infant formula provider list (which can be found at <http://www.dhh.state.la.us/assets/oph/Center-PHCH/Center-PH/nutrition/wic/WICinfantformulawholesaledistributors.pdf>);
14. Maintain regular, established hours of operation and accept FIs and CVVs a minimum of six days, and at least for a minimum of 48 hours, per week. Daily hours of operation must be consistent from week to week;
15. Use a cash register that generates receipts that include the date, total price, and the price of each item, along with a description of each food item received by the WIC participant or proxy, at each check-out lane;
16. Maintain at all times the required minimum stock of WIC-approved foods in the customer area of the store for purchase by WIC participants or proxies. “Minimum stock” as used in this Agreement shall mean the amount and kinds of food items specified by the State Agency in the Vendor Guide, and available on the Program website. A vendor with infant formula theft concerns may keep infant formula in a secure area to meet the minimum stock requirement. A notice of the location and prices of infant formula must be posted in the area where shoppers would expect to find infant formula;

17. Display the prices of WIC-approved foods on the foods or on the shelves/display area in immediate proximity to the foods;
18. Maintain the establishment in a clean, orderly and safe condition, with no current sanctions for violations of local health code ordinances, and comply with applicable Federal, State and local health protection laws and ordinances;
19. Offer WIC participants, parents or caretakers of WIC infant and child participants, and proxies, the same courtesies offered to other customers;

Prohibited Practices. Vendor shall –

20. NOT provide unauthorized food items or nonfood items in exchange for FIs or CVVs;
21. NOT provide alcohol, alcoholic beverages, tobacco products, or non-WIC items in exchange for WIC FIs or CVVs;
22. NOT provide in whole or in part cash or credit on an account (including rain checks), or other items of value in exchange for FIs or CVVs;
23. NOT charge a WIC participant or proxy prices that are higher than prices charged to other customers;
24. NOT charge a WIC participant or proxy more than the current shelf price for WIC-approved food;
25. NOT charge a WIC participant or proxy for foods not received by the WIC participant or proxy;
26. NOT provide coupons or certificates redeemable for cash, alcoholic beverages, tobacco products, or non-WIC items that are contingent upon the redemption of a WIC FI or CVV;
27. NOT charge or collect sales tax on WIC purchases;
28. NOT claim reimbursement for the sale of WIC-approved foods in an amount that exceeds Vendor's documented inventory of those foods for the same period of time;
29. NOT receive or redeem a WIC FI or CVV that was transacted at another vendor or store location;
30. NOT redeem a WIC FI or CVV for food purchased or received at an address other than the physical address that appears in Vendor's application under Part 1. STORE INFORMATION in the "Store Street Address (Physical Location)" field;
31. NOT deposit a WIC FI or CVV into a bank account other than Vendor's bank account;
32. NOT charge, contact, question, or seek restitution from WIC participants, parents or caretakers of WIC infant and child participants, or proxies, for WIC-approved foods obtained with FIs or CVVs regardless of whether the FIs or CVVs were fully paid, not paid or only partially paid by the WIC Program;
33. NOT allow substitutions, provide cash, credit, refunds, or exchanges for WIC-approved foods obtained with FIs or CVVs, except for exchanges of an identical WIC approved food item when the original 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. "Identical WIC-approved food item" means the exact brand and size as the original item obtained and returned by the WIC participant or proxy;
34. NOT accept FIs or CVVs before the first day to use or after the last day to use, as stated on the FI or CVV;
35. NOT redeem an FI or CVV that is issued to any owner, co-owner or management personnel of the Vendor or any relative thereof. Vendor is exempt from this requirement if the State Agency determines there is no other WIC-authorized vendor in good standing within a 10-mile radius of the vendor;

Files, Signs, and Recordkeeping. Vendor shall –

36. Keep on file in the store, as noted in this Agreement, a copy of the Vendor Guide, this Agreement, and any memos, updates and amendments received from the State Agency;

37. Display a sign, sticker or other notice of authorization as a WIC Vendor, furnished by the State Agency, on or near the main entrance in an area visible to WIC participants or proxies;
38. Have the current WIC Program Food List readily accessible to all cashiers (available at <http://new.dhh.louisiana.gov/index.cfm/newsroom/detail/2328>);
39. Provide, by due dates established by the State Agency, all information requested by the State Agency or its designee during the Agreement period;
40. Maintain, during and after any WIC authorization, for a period of four (4) full federal fiscal years after the date the record was created and provide to the State Agency upon request, paper or electronic records used for State or Federal tax reporting purposes and other WIC Program records including: inventory records showing all WIC purchases, wholesale and retail, in the form of invoices that identify the quantity and prices of specific WIC-approved foods, books of accounts, shelf price records, records of total food sales revenue, based on the definition of SNAP eligible food items (available at <http://www.fns.usda.gov/snap/eligible-food-items>), which must be verifiable or documented, and other pertinent documents;
41. Make available, upon the request of the State Agency or its designee, the USDA, or the Comptroller General of the United States, all FIs and CVVs in Vendor's possession and all required inventory and accounting records for inspection and audit;
42. Allow authorized personnel to monitor the Vendor for compliance with WIC, this agreement, and/or Federal or State rules, regulations or policy governing the WIC Program;
43. Allow authorized personnel to conduct announced and unannounced audits of Vendor's inventory and records;

WIC Vendor Stamp, WIC Acronym, and Logo. Vendor shall –

44. Ensure that the WIC vendor stamp is used only for the purpose and in the manner authorized by the terms of this Agreement, State and Federal WIC Program rules as stated in regulations, applicable laws and policies, and the Vendor Guide;
45. Keep the WIC vendor stamp in a secure place and report loss of WIC vendor stamp to the State Agency within 2 days of loss;
46. Ensure that the WIC vendor stamp is not duplicated, and that a duplicated stamp is not used by the Vendor;
47. Return the WIC vendor stamp to the State Agency within 15 days following a change of ownership, store closure, cessation of operations, termination or expiration of this Agreement, or disqualification from the WIC Program;
48. Understand that the federal WIC logo (Registration Number 1,641,644) and the WIC acronym (Registration Number 1,630,468) are registered service marks of the United States Department of Agriculture and their use is restricted;
49. Agree to use the acronym "WIC" only to identify the Vendor as an authorized WIC Vendor (in the store or in advertisements), to identify WIC-approved foods (in the store or in advertisements), and on tender type signs or the section of an advertisement that alerts customers of the types of payment accepted by the store;
50. Understand and agree that the WIC logo and acronym are not permitted to be attached or affixed to any products in the store; the Vendor is responsible for alerting distributors that they may not affix the WIC logo or acronym to products;
51. Understand and agree that Vendor may not include the acronym "WIC" in the name under which Vendor is registered in the WIC Program or in the name under which Vendor does business;

52. Understand and agree that Vendor may not include the WIC logo, or close facsimiles of the WIC logo, as determined by the State Agency, in total or in part, either on any signs that are not furnished by the State Agency, or in advertisements;

Duty to Notify. Vendor shall –

53. Notify the State Agency in writing at least fifteen (15) days prior to or immediately upon knowledge of (whichever occurs first): the loss or relinquishment of Supplemental Nutrition Assistance Program (SNAP) retailer authorization; cessation of Vendor operations; a change in Vendor ownership, management, corporate officers, or majority stakeholders; a change of location; a change in store name (including d/b/a); or, a change in mailing address, e-mail address, or telephone number;
54. Agree and understand that this Agreement shall become null and void on the date of the loss or relinquishment of SNAP retailer authorization, cessation of Vendor operations, a change in Vendor ownership, or a change in store location of two or more miles walking distance from the previous store location;
55. Immediately cease WIC business upon the occurrence of any events described in paragraph 54, above, and promptly deposit all FIs and CVVs in Vendor's possession;
56. Use the Vendor/Participant Complaint Form, which is available online at <http://new.dhh.louisiana.gov/index.cfm/page/1032>, to immediately notify the State Agency of any instance in which a WIC participant or proxy fails to comply with WIC requirements;

Training. Vendor shall –

57. Ensure at least one representative participates in annual training on WIC Program requirements, and any other training sessions, as required;
58. Participate in interactive training at least once every three years. The State Agency will have sole discretion to designate the date, time, and location of all interactive training, except that the State Agency will provide Vendor with at least one alternative date on which to attend such training;
59. Ensure that employees who accept and deposit FIs and CVVs, and other relevant staff, are trained in WIC Program requirements, including FI and CVV processing procedures;

Responsibility. Vendor shall –

60. Be fully responsible for violations of this Agreement committed by its owners, officers, managers, employees, agents, representatives or other individuals who directly or indirectly participate in Vendor's operations;
61. Implement a corrective action plan, if imposed by the State Agency, within the timeframe designated by the State Agency. Corrective action plans shall not be used in lieu of State or federal sanctions;
62. Maintain the confidentiality of any participant information gathered through actions as a result of their participation in the WIC program;

Food Instruments (FIs), Cash-Value Vouchers (CVVs), Deposits and Claims. Vendor shall –

63. Accept FIs and CVVs only from WIC participants, parents or caretakers of infant and child WIC participants, or proxies, as indicated with a name and signature on the WIC identification folder;
64. Ensure that the cashier enters the purchase price and date of use in ink for the WIC-approved foods actually purchased before the FI or CVV is signed and that the signature of the WIC participant or proxy is obtained and verified in the presence of the cashier;

65. Deposit FIs and CVVs for payment within thirty (30) days from the valid period stated on the FI or CVV;
66. Pay any claim assessed by the State Agency within thirty (30) days of written request from the State Agency;
67. Be fully responsible for any fees associated with an adjustment or rejection of any FI or CVV deposited by Vendor;
68. As described in Part B.2., below, justify or correct any overcharges or other errors to the State Agency within thirty (30) days of written request from the State Agency;
69. Address any disputed redemptions through the use of a WIC Food Instrument/Cash Value Voucher Reimbursement Form (WIC-20) within timeframes established in the Vendor Guide; and
70. Submit a correction (pay a refund to the State Agency or correct the processing error) or justification for overcharges or other errors, to the State Agency within thirty (30) days of written request from the State Agency.

Special Provisions for Above-50 -Percent Vendors. Vendors that derive or expect to derive more than 50 percent of their annual food sales revenue from WIC FIs shall-

71. Accept reimbursements that neither result in higher food costs than if WIC participants or proxies transacted their FIs at vendors that are not above-50-percent vendors, nor result in higher average payments per FI to above-50-percent vendors than average payments to comparable vendors; and
72. Agree to neither provide nor advertise nor indicate intent to provide customers with any incentive items, including the prohibited incentive items identified in the Vendor Selection Criteria Section of the Vendor Guide provided to applicant vendors and cross-referenced in items A1 and A2 of this Agreement.

Part B. STATE AGENCY Agrees to:

1. Make payment to the Vendor for actual retail costs not to exceed the Maximum Allowable Reimbursement Level (MARL) applicable to the Vendor, for valid FIs and CVVs accepted and redeemed in compliance with the conditions of this Agreement, the Louisiana Administrative Code, the Vendor Guide, and applicable federal law;
2. Reject and adjust FIs deposited that are above the MARL established for the FI type and applicable vendor peer group;
3. Delay payment, deny payment, or establish a claim when the State Agency determines the Vendor has committed a violation that affects the payment to the Vendor;
4. Establish a claim in the amount of the full purchase price of each WIC FI and/or CVV that contains an overcharge or other error that has not been justified or corrected by the Vendor;
5. Offset any unpaid claim against any current or subsequent amounts to be paid to the Vendor;
6. Sanction the Vendor for failure to comply with Program requirements in accordance with Part C of this Agreement;
7. Provide the Vendor with instructions in the Vendor Guide for redeeming FIs and CVVs and provide the Vendor with assistance in understanding such instructions, as requested;
8. Revise the Vendor Guide to reflect any changes in federal or state statutes, regulations, policy or procedure or as otherwise needed;
9. Establish vendor peer groups as established in the Vendor Guide;
10. Assign vendors to appropriate peer groups as established in the Vendor Guide;
11. Monitor Vendor for compliance with program requirements;
12. Audit Vendor records, as required;

13. Arrange for requested administrative reviews, as established in the Vendor Guide;
14. Provide to authorized vendors a WIC vendor stamp for use in redeeming FIs and CVVs;
15. Provide to authorized vendors a sign, sticker or other notice of authorization as a WIC Vendor for the vendor to display in an area readily visible to WIC participants and proxies;
16. Allow the Vendor's bank to apply a vendor stamp number electronically in lieu of the WIC vendor stamp as established in the Vendor Guide;
17. Provide annual training for the Vendor, to include one interactive training session at least every three years;
18. Notify Vendor of changes to Federal or State statutes, regulations, policies, or procedures governing the Program within a reasonable time before the changes are implemented; and
19. Comply with the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Parts 15, 15a and 15b of Title 7 of the Code of Federal Regulations, Age Discrimination Act of 1975 and section 504 of the Rehabilitation Act of 1973, and U.S. Department of Agriculture (USDA), Food and Nutrition Service (FNS) instructions, to ensure that no otherwise qualified person be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, sex, age, or disability.

Part C. - Vendor Acknowledges -

1. **Sanctions:** Sanctions are actions which will be taken by the State Agency when the Vendor fails to comply with applicable federal and State law. Sanctions include disqualifications, civil money penalties (CMPs), and fines. A complete sanction schedule is found in the Vendor Guide. A disqualification from the WIC Program may result in disqualification as a retailer in SNAP. Such disqualification from SNAP as a result of WIC disqualification is not subject to administrative or judicial review under SNAP. Any unaddressed violations will carry forward from one authorization period to another. When the State Agency disqualifies a Vendor, the State Agency must also terminate the Vendor Agreement.
 - a. The State agency must notify the Vendor in writing when an investigation reveals an initial incidence of a violation for which a pattern of incidences must be established in order to impose a sanction, before another such incidence is documented, unless the State Agency determines, in its discretion, on a case-by-case basis, that notifying Vendor would compromise an investigation. Notification will not be provided for a pattern of claiming reimbursement for the sale of an amount of a specific supplemental food item that exceeds documented inventory.
 - b. A vendor who commits fraud or abuse in the Program is liable to prosecution under applicable Federal, State, or local laws. Vendors that have willfully misapplied, stolen or fraudulently obtained program funds will be subject to a fine of not more than \$25,000 or imprisonment for not more than five years or both, if the value of the funds is \$100 or more. If the value is less than \$100, the penalties are a fine of not more than \$1,000 or imprisonment for not more than one year or both.
 - c. Vendors may be subject to actions in addition to the sanctions in this section, such as: claims; penalties set forth in C.1.b. above; mandatory training; and/or Vendor implementation of State Agency approved corrective action.
2. **Administrative Review Procedures:** A vendor that is aggrieved by one of the adverse actions listed in 7 C.F.R. § 246.18(a)(1)(i) or (ii) may file with the Louisiana Division of Administrative Law a formal request for administrative review (appeal) in accordance with instructions contained in the notice of adverse action. All appeals shall be conducted in accordance with the Louisiana Administrative

Procedure Act (R.S. 49:950, *et seq.*) and 7 C.F.R. § 246.18, including the “full administrative review” procedures set forth in 7 C.F.R. § 246.18(b). The actions listed in 7 C.F.R. § 246.18(a)(1)(iii) shall not be subject to administrative review or appeal.

3. General Conditions:

- a. The State Agency may terminate this Agreement if it identifies a conflict of interest, as defined by applicable State laws, regulations and policies (as determined by the State agency) between Vendor and the State Agency or local WIC agencies, or if it determines that Vendor has provided false information in connection with its application for authorization.
- b. The State Agency may terminate this Agreement if any of the provisions herein are violated.
- c. The Vendor may voluntarily terminate this Agreement for cause upon fifteen (15) days’ written notice to the State Agency.
- d. The State Agency reserves the right to amend this Agreement upon thirty (30) days’ written notice to Vendor; if such changes are not agreeable to the Vendor, the Vendor may choose to voluntarily terminate this Agreement.
- e. Neither party has any obligation to renew this Agreement.

Part D. Signatures: This Agreement, the rules and regulations referenced therein, together with the Vendor Guide, contain all terms and conditions agreed upon by the parties. The Vendor agrees that the person with the legal authority to obligate the Vendor has read, understands, and will comply with the terms of this Agreement.

The undersigned represents that s/he is an owner or has other legal authority to obligate Vendor. In all instances, the State Agency will advise the Vendor of the effective dates of the Agreement. The vendor shall accept WIC FIs and CVVs only during the period of authorization within the effective dates of the Vendor Agreement. For initial applicants, this Agreement is effective after it has been signed by both parties, training is completed, an on-site preauthorization visit has been conducted in the Vendor’s physical location, and the WIC vendor stamp has been provided. For vendors making reapplication, this Agreement is effective on _____ or the date signed by the State Agency, whichever is later.

Print Name and Title of Person
with legal authority to obligate Vendor

SIGNATURE

Date Signed

WIC Vendor Number (if renewal application)

The undersigned has authority to sign this Agreement on behalf of the Louisiana WIC Program:

Director of Nutrition Services
(Print Name)

SIGNATURE

Date Signed

Attachments: Louisiana WIC Vendor Guide