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Maine CDC WIC Nutrition Program
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Maine CDC WIC Nutrition Program Vendor Agreement

This Agreement is made between _____ Owner(s) of _____ Privately-Held Corporation, located at _____ (hereinafter Vendor) and the State of Maine Department of Health and Human Services WIC Program (hereinafter Maine CDC WIC Nutrition Program). The Vendor and the Maine CDC WIC Nutrition Program mutually agree to the terms and conditions contained in this Agreement.

Assigned Vendor Number: [_____] Assigned Vendor Peer: **Peer** ____ The period of this Agreement is from _____ to **November 30, 2017**.

The Vendor agrees to the following general requirements during the term of the Agreement and shall:

1. General Requirements

- 1.1 Maintain compliance with the WIC vendor selection criteria detailed in Vendor Management Policy VM-1 throughout the Vendor Agreement period, including any changes to the criteria.
- 1.2 Maintain inventory records used for federal tax reporting purposes; maintain records in accordance with generally accepted accounting procedures; and assure that records reflecting justification and receipt of WIC funds, food instruments/cash-value vouchers/eWIC cards (hereinafter FIs), and all other program-related records of the Vendor are available for inspection or audit by federal, state or other authorized personnel.
- 1.3 Cooperate with federal and state WIC Program and other authorized personnel during announced and unannounced on-site vendor reviews, inspections and audits.
- 1.4 Provide the Maine CDC WIC Nutrition Program with purchase invoices from wholesalers and receipts for WIC-approved products purchased from other retailers, when requested.
- 1.5 Submit a current price list within the timeframes given and in the format requested by the Maine CDC WIC Nutrition Program.
- 1.6 Attend all mandatory vendor trainings.
- 1.7 Be responsible for training all staff who handle WIC transactions and ensuring their knowledge regarding Maine CDC WIC Nutrition Program procedures and requirements.
- 1.8 Submit FIs for redemption in accordance with the procedures and other requirements of Vendor Management Policy VM-12.
- 1.9 Satisfy all claims for overcharges within the time requested.
- 1.10 Comply with the nondiscrimination provisions of 7 CFR Parts 15, 15A and 15B.

2. Operational Requirements: The Vendor agrees to the following operational requirements during the term of the Agreement and shall:

- 2.1 Maintain the minimum stock of all WIC foods (Minimum Inventory Requirement attached).



- 2.2 Meet minimum redemption requirements (no less than an average of 15 WIC FIs or an average of \$200.00 in value of WIC food benefits redeemed per month averaged over the previous 12 months).
- 2.3 Keep all information of authorized WIC participants confidential.
- 2.4 Purchase infant formula for sale to WIC participants from sources on the Maine CDC WIC Nutrition Program authorized list of infant formula wholesalers, distributors and retailers or manufacturers registered with the U.S Food and Drug Administration (attached) .
- 2.5 Provide WIC products at prices that are competitive.
- 2.6 Ensure that prices charged to WIC participants for approved foods are equal to or less than prices charged to non-WIC customers.
- 2.7 Never charge the Maine CDC WIC Nutrition Program for WIC products not actually purchased and received by the WIC participant.
- 2.8 Never charge the Maine CDC WIC Nutrition Program for WIC products provided in excess of those listed on the WIC FIs.
- 2.9 Never price WIC transactions by FI type instead of pricing each FI for the actual, authorized WIC products purchased and received.
- 2.10 Never publicly identify, call unnecessary attention to, or allow discourteous treatment of a WIC participant.
- 2.11 Appropriately redeem valid FIs issued by a Local Agency for the types and quantities of food specified on the FIs. In addition, the prices charged for WIC foods shall be equal to, or less than the price charged to non-WIC customers.
- 2.12 Never substitute one WIC-approved product for another.
- 2.13 Ensure that authorized WIC participants can receive within 72 hours of a request from a participant or the Maine CDC WIC Nutrition Program, any authorized prescription infant formula and/or WIC-eligible medical foods if the vendor is a WIC pharmacy or combination food store/pharmacy,.
- 2.14 Be willing to “break a case” if it is necessary to provide the number of cans/bottles printed on the FIs if the vendor is a pharmacy.
- 2.15 Never request or accept cash payment for the quantities of foods specified on FIs.
- 2.16 Never attempt to seek restitution from participants/authorized representatives for redeemed FIs that were rejected by the Program’s bank and/or for cash refunds requested by the Maine CDC WIC Nutrition Program.
- 2.17 Allow WIC participants to purchase less than, but never more than, the authorized amount of food, if desired.
- 2.18 Allow WIC participants to take advantage of manufacturer or vendor promotions that provide foods free of charge when purchasing WIC foods. The vendor shall also accept manufacturers’ “cents off coupons” from WIC participants for foods being purchased with FIs and deduct the value of the coupon from the cost of the WIC foods being purchased.
- 2.19 Never provide incentive items or other free merchandise, except food or merchandise of nominal value (less than \$2.00), to WIC participants unless the vendor provides to the Maine

CDC WIC Nutrition Program proof that the vendor obtained the incentive items or merchandise at no cost.

- 2.20 Only accept FIs at the time of the actual purchase and never issue “rain checks” or credit slips to WIC participants for WIC-approved foods.
- 2.21 Allow exchange of an identical item only when the original item is defective, spoiled, or has exceeded its expiration date.
- 2.22 Accept valid WIC FIs from all WIC participants without exception.
- 2.23 Accept WIC FIs for authorized infant formula and/or WIC-eligible medical foods only, if the vendor is a WIC pharmacy that has not been also authorized as a WIC food vendor
- 2.24 Never accept FIs for authorized prescription infant formula and/or WIC-eligible medical foods if the vendor is a WIC food vendor that has not been also authorized as a WIC pharmacy.
- 2.25 Never demand identification other than the WIC ID Folder from a WIC participant.
- 2.26 Never transact WIC FIs outside of the authorized store. Vendors offering delivery services may deliver WIC foods after the transaction has been completed in the store.
- 2.27 Never collect sales tax on WIC food purchases.
- 2.28 Collect Maine Bottle Bill deposits from the WIC participant and not from the Maine CDC WIC Nutrition Program.
- 2.29 Direct questions concerning payment only to the Maine CDC WIC Nutrition Program. Do not contact WIC participants concerning this or any other problem area.
- 2.30 Report to the Maine CDC WIC Nutrition Program any irregularities in the use of WIC FIs/CVVs by WIC participants.
- 2.31 Report to the Maine CDC WIC Nutrition Program if a WIC participant requests cash or credit in exchange for returned WIC products.

3. Vendor Compliance:

- 3.1 The Vendor agrees to the sanction, disqualification, and termination system detailed in Vendor Management Policy VM-6 (attached).
- 3.2 The Maine CDC WIC Nutrition Program may initiate administrative action to disqualify or assess a civil money penalty, in lieu of disqualification, against a vendor for non-compliance on the basis of an incident of violation or a pattern of violations.

4. The Vendor agrees to the following additional requirements for transaction of paper FIs:

- 4.1 Request that the WIC participant present an approved/validated WIC ID Folder.
- 4.2 Request that the WIC participant write the actual cost of the WIC foods purchased in the space provided on the face of the FI prior to signing the FI. Exception: a computer may print the actual cost of the WIC foods on the FI if an automated system exists in the store.
- 4.3 Request that the WIC participant affix his/her signature in the lower right hand corner of the FI after he/she has written in the price.
- 4.4 Compare the signature on the FI with the signature(s) on the ID Folder; if the signature on the FI does not match either of the signatures on the ID Folder, do not accept the FI/CVV.

- 4.5 Provide the WIC participant with an itemized receipt that indicates the cost of each food item purchased with the FI.
- 4.6 In cases where a WIC participant signs with an “X”, witness the transaction by signing beneath the “X” mark.
- 4.7 Observe that there are no visible alterations apparent on the FI.
- 4.8 Observe the WIC participant as she/he signs the FI, and be sure the signature on the FI matches one of the two signatures on the WIC ID Folder.
- 4.9 Never accept a pre-signed FI.
- 4.10 Never accept a FI without the sale price entered in the amount field of the FI.
- 4.11 Never accept a FI outside of the “to use” dates (before the “first day to use” or after the “last day to use” date).
5. The Vendor agrees to the following additional requirements for the transaction of eWIC cards:
 - 5.1 Only allow the WIC participant/authorized representative to purchase food items with UPC codes that correspond to the eWIC approved APL.
 - 5.2 Scan or manually enter the actual UPC code that is affixed to the item actually being purchased by the WIC participant/authorized representative.
 - 5.3 Not scan any UPC code that is not affixed to the item being purchased by the WIC participant/authorized representative, or any UPC code as a substitute or replacement for the item being purchased.
 - 5.4 Not require the WIC participant/authorized representative to provide any other form of identification besides entering the pin number associated with the eWIC card.
6. This Agreement does not constitute a license or property interest.
7. This Agreement is non-transferable. Any transfer of ownership or sale of the business by the Vendor shall render the Agreement and the vendor stamp null and void. The Agreement also shall be null and void if the Vendor ceases operations or leases the business.
8. This Agreement is in effect for the time period stated only. An application must be submitted for consideration upon expiration of the current Agreement period. The Vendor’s renewal application will be subject to the Maine WIC Agency’s vendor selection criteria in effect at the time of the reapplication.
9. This Agreement is subject to change in accordance with any changes in federal and state requirements governing the Maine CDC WIC Nutrition Program.
10. Both parties to this Agreement represent that there is no conflict of interest between the Maine CDC WIC Nutrition Program, the local WIC agencies and the Vendor.
11. This Agreement may be terminated for cause by the Maine CDC WIC Nutrition Program, with fifteen (15) days’ advance written notice.
12. The Vendor will be held liable for the actions of all owners, officers, managers, agents, employees and personnel, paid or unpaid, who may be involved in WIC transactions at the Vendor’s store or pharmacy.
13. A vendor who commits fraud or abuse in the Maine CDC WIC Nutrition Program is liable to prosecution under applicable federal, state and local laws.
14. Neither the Vendor nor the Maine CDC WIC Nutrition Program has an obligation to renew the Vendor Agreement.

15. The Vendor will receive an application for renewal of authorization at least thirty (30) days before the Agreement expires, including notification that failure to return the renewal application prior to the date of expiration of the current Agreement will result in loss of authorization.

I certify that as the owner, operator, manager, or other person(s) authorized to sign the WIC Vendor Agreement and, prior to signing this agreement, I have carefully read the entire Agreement. I understand how the Maine CDC WIC Nutrition Program works and all expectations of me set forth by the Maine CDC WIC Nutrition Program. I understand that compliance with all policies, procedures, and regulations of the Maine CDC WIC Nutrition Program is my responsibility.

I understand that it is my responsibility as a vendor to request interpreter services, if needed, to help me understand the terms of this Agreement and to comply with the policies, procedures, and regulations of the Maine CDC WIC Nutrition Program.

___ Check here if you require the services of an interpreter. It is your responsibility as a vendor to indicate the need for service of an interpreter.

_____	_____	_____
Authorized Vendor Print	Authorized Vendor Signature	Date
_____	_____	_____
WIC Representative Print	WIC Representative Signature	Date

You may refer to Vendor Sanction System Policy No. VM-6 located in WIC Vendor Training Guide and on state website: www.WICforME.co