



**OREGON STATE WIC PROGRAM  
VENDOR AGREEMENT**



**PART ONE**

This Agreement is between the State of Oregon, Oregon Health Authority, Public Health Division, WIC Program, hereinafter referred to as OHA, and:

**NAME OF STORE OWNER(S)**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

hereinafter referred to as "Vendor".

<p><b>TYPE OF OWNERSHIP</b></p> <p><input type="checkbox"/> Corporation (including LLC)    <input type="checkbox"/> Co-Op    <input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Sole Proprietorship    <input type="checkbox"/> Other, explain: _____</p>	<p><b>VENDOR TYPE</b></p> <p><input type="checkbox"/> Grocery Vendor Only</p> <p><input type="checkbox"/> Pharmacy Vendor Only (Infant, Child and Adult Formula Products Only)</p> <p><input type="checkbox"/> Grocery w/Pharmacy</p>
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**OWNER MAILING ADDRESS AND TELEPHONE:**

Primary Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Phone Number: (    ) \_\_\_\_\_

Secondary Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Phone Number: (    ) \_\_\_\_\_

Vendor agrees, as evidenced by the signature(s) of the individual(s) named above, who have legal authority to individually or jointly represent the Vendor, to participate in the Special Supplemental Nutrition Program for Women, Infants, and Children (hereinafter referred to as the WIC Program) and agrees to abide by Title 7, Code of Federal Regulation, Part 246; this Vendor Agreement; the Oregon Administrative Rules (OARs) 333-054-000 through 0070 as it pertains to Vendors; and all other applicable federal and state laws, regulations, and rules governing the WIC Program (including the WIC EBT Operating Rules), including any changes made during the agreement period. In consideration of the mutual covenants set forth in this Agreement, OHA and Vendor agree as follows:

**STORE NAME(S), PHYSICAL LOCATION(S) AND PHONE NUMBERS OF OREGON STORES**

*This Agreement grants authorization to participate in the OHA-WIC Program to only the individual stores listed below. (Attach additional sheets as necessary):*

**Store Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Vendor ID:** \_\_\_\_\_

**EFFECTIVE DATE, TERMINATION**

1. This Agreement is in effect as of the date of OHA's authorized agent's signature and, except where participation under the Agreement may be suspended or terminated under OAR 333-054-0060, shall continue in effect until the last day of \_\_\_\_\_, unless superseded by a new or modified Agreement, or until terminated as provided in this paragraph. All previous Agreements between Vendor and OHA concerning the WIC Program are superseded and replaced by this Agreement. Subject to opportunity for hearing as provided in OAR 333-054-0070, this Agreement may be terminated by the Vendor upon 15 days written notice to OHA and this Agreement may be terminated for cause by OHA upon 15 days written notice to the Vendor. The Agreement is not transferable and automatically terminates upon a change of store ownership or upon cessation of store operation. However, in the case of multiple store operations, the Vendor's written notification to OHA identifying a cessation of operation of less than all stores mentioned in the Agreement or the addition of others, including name, address and telephone number, store manager's name, and store type, shall be considered an amendment of this Agreement unless disapproved in writing by OHA. Neither OHA nor the Vendor has an obligation to renew this Agreement. Vendors must notify OHA in writing of any change in ownership, store name, store location or permanent store closure at least 30 days prior to the effective date of the change.
2. In addition to disqualification or termination for violation of the Agreement, OHA may terminate this Agreement under any of the following conditions:
  - (a) If OHA funding is not obtained or continued at levels sufficient to allow for purchase of the indicated quantity of services. When possible and when agreed upon, this Agreement may be modified to accommodate a reduction of funds;
  - (b) If statutes, regulations, rules, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement;
  - (c) If any license or certificate required by law or regulation to be held by the Vendor to provide

- the services required by this Agreement is for any reason denied, revoked or not renewed;
- (d) If a Vendor has not redeemed a minimum of 5 vouchers and/or CVVs or transacted at least five eWIC (EBT) transactions during a six-month period. This will be determined by a review of the most current voucher, CVV and eWIC transaction history available;
- (e) If OHA determines that the Vendor has provided false information in connection with its application for authorization;
- (f) In the event of a change in store facilities that adversely impacts participants' ability to transact food instruments (including, but not limited to store remodel, building damage, and equipment failure); or
- (g) If a Vendor does not meet current selection criteria during the Agreement period.
3. OHA shall provide the Vendor with an administrative review in accordance with the provisions of ORS Chapter 183, 7 CFR § 246.18, and OAR 333-054-0070.
  4. Any reference in this Agreement to "days" means calendar days unless further defined.
  5. This Vendor Agreement does not constitute a license or property interest.

## **PART TWO**

### **OHA RESPONSIBILITIES**

1. OHA will establish procedures to assure, and will provide for, prompt reimbursement of Vendors through normal banking channels for all valid eWIC transactions.
2. As part of the redemption procedure, OHA may make price adjustments to the requested amount on eligible WIC foods to ensure compliance with the competitive pricing selection criteria. OHA may deny payment to the Vendor for improper eWIC transactions, may offset future payments to the Vendor, or require and receive reimbursement from the Vendor for the amounts paid by OHA to the Vendor on improper eWIC transactions and for unsubstantiated quantities of WIC food items. In addition to denying payment or assessing a claim for reimbursement, OHA may sanction the Vendor for overcharges and other errors in accordance with OAR 333-054-0050.
3. When OHA determines that the Vendor has committed a violation that affects payment to the Vendor, OHA will delay payment or establish a claim. OHA may delay payment or establish a claim in the amount of the full purchase of each eWIC transaction that contained the Vendor overcharge or other error. The Vendor shall have an opportunity to provide justification or correction when OHA denies reimbursement for an eWIC transaction or requests payment for an improper eWIC transaction.
4. OHA shall research and provide a response within 10 business days of the receipt of the notification of a payment dispute from a Vendor.
5. All payment disputes shall be resolved within 45 business days of the first notification by either party. Resolution of a dispute completed within the dispute timeframe is final or the initiating party shall be deemed entitled to the claim and the disputed item will be settled in their favor.
6. OHA will provide the Vendor with training and information on WIC foods, procedures and policies.
7. OHA will notify Vendors of changes to Federal or State statutes, rules, regulations, policies, or procedures governing the WIC Program before the changes are implemented. OHA will provide as much notice as possible.
8. OHA must notify a 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 OHA determines, in its discretion, on a case-by-case basis, that notifying the vendor would compromise an investigation.

**OHA RESERVES THE RIGHT TO:**

1. Monitor any Vendor for compliance with this Vendor Agreement and as outlined in the OARs 333-054-0000 through 0070 as it pertains to Vendors.
2. Deny payment or demand reimbursement for eWIC transactions in violation of any of the administrative rules or terms of this Agreement.
3. Audit a Vendor's financial records to determine if violations of this Agreement have occurred and to identify amounts due OHA for improper eWIC transactions.
4. Prosecute, under applicable federal, state, or local laws, any Vendor who has embezzled, willfully misapplied, stolen, or fraudulently obtained OHA funds, assets, or property. If the value of such funds is \$100 or more, then the Vendor shall be subject to a fine of not more than \$25,000, or imprisonment for not more than five (5) years, or both. If the value of such funds is less than \$100, then the penalties shall be a fine of no more than \$1,000, or imprisonment for not more than one (1) year, or both. A Vendor may be subject to actions in addition to the sanctions in this section, such as claims by OHA for reimbursement of improper eWIC transactions.
5. Disqualify the Vendor (specific store location) from continued participation in the WIC Program, with a minimum of 15 days' written notice (except for Vendors convicted of trafficking or illegal sales, in which case, the disqualification action is immediate upon receipt of "Disqualification and Termination of Vendor Agreement,") if it is determined that the Vendor:
  - (a) Failed to comply with any of the provisions of this Agreement or with any of the statutes, rules or ordinances applicable to Vendor's participation in the WIC Program;
  - (b) Provided false information in its application to participate in the WIC Program;
  - (c) Is currently disqualified from the Supplemental Nutrition Assistance Program (SNAP) or another state's WIC Program;
  - (d) Has been assessed a civil money penalty in lieu of disqualification from the SNAP or another state's WIC Program;
  - (e) Has been convicted of a felony related to the operation of the Vendor's business; or
  - (f) Does not meet current selection criteria.
6. Issue, from time to time, revisions to this Agreement to conform with amendments to applicable federal and state laws, regulations, rules, and policies.
7. Pursue any and all legal remedies in the event that Vendor refuses to promptly pay any sums owed to OHA under this Agreement.
8. Immediately terminate the Vendor Agreement if it determines that the Vendor has provided false information in connection with its application for authorization.
9. Terminate for cause by OHA upon 15 days written notice to Vendor.
10. Randomly monitor Vendors for compliance.
11. Terminate a Vendor Agreement when OHA determines that there is an inappropriate relationship, real or apparent, which jeopardizes the fair and objective administration of the WIC Program between a Vendor and OHA or any of its local agencies.
12. Reimburse a Vendor for an eWIC transaction up to the peer group average of the WIC-eligible food item plus an amount determined by OHA. A Cash Value Benefit (CVB) maximum is the actual value of the CVB.
13. Delay payment or establish a claim when OHA determines that the Vendor has committed a Vendor violation that affects payment to the Vendor. OHA may delay payment or establish a claim in the amount of the full purchase of each eWIC transaction that contained the Vendor overcharge or other error. The Vendor shall have an opportunity to provide justification or correction when OHA denies reimbursement for a eWIC transaction or requests payment for an

improper eWIC transaction.

### **PART THREE**

#### **VENDOR RESPONSIBILITIES**

1. The Vendor shall provide only the authorized foods during an eWIC transaction. The Vendor may not provide unauthorized food items, non-food items, cash or credit (including rain checks) in exchange for eWIC benefits. The Vendor may not provide refunds or permit exchanges for authorized foods obtained with eWIC benefits, except for exchanges of an identical authorized food item when the original authorized 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 food item obtained and returned by the participant.
2. The Vendor shall not issue cash change to an authorized shopper for eWIC transactions less than the total face value of a CVB. The authorized shopper may, but is not required to, use his/her own funds for purchases in excess of the face value for a CVB.
3. The Vendor shall offer authorized shoppers the same courtesies offered to other customers, and may not treat WIC customers differently by offering incentive items that are not offered to non-WIC customers.
4. The Vendor shall not include sales tax or container deposits as part of the actual cost of the authorized foods purchased in a eWIC transaction. Any monetary amount above the actual value of a CVB is subject to any tax which applies to non-WIC purchases of fruits and vegetables.
5. The Vendor must comply with all eWIC transaction procedures below:
  - 5.1 Scan WIC-eligible items individually. Checkers may use the quantity key to scan identical UPCs;
  - 5.2 Give the shopper a receipt for each WIC purchase;
  - 5.3 Do not retain eWIC card or ask for eWIC Personal Identification Number (PIN);
  - 5.4 Do not ask for I.D. in addition to eWIC card;
  - 5.5 Allow the shopper to check eWIC card balance of foods without making a purchase.
6. The Vendor shall not charge authorized shoppers for authorized foods obtained with eWIC benefits, however, it is permissible for a vendor to request, but not require, payment over the actual value of a CVB. In addition, the Vendor shall not seek restitution from an authorized shopper or participant for an eWIC transaction not reimbursed or partially reimbursed by OHA, or for which OHA has requested payment from the Vendor.
7. The Vendor shall designate at least one person, at each authorized Vendor location, to serve as the designated trainer. The designated trainer shall train all checkers, including pharmacy checkers, and other staff involved with eWIC transactions. The Vendor or its designated trainer shall promptly inform employees of changes in the WIC Program, including changes to the WIC Authorized Food List. The Vendor shall ensure that the designated trainer and store manager or other management employee participate in training prior to, or at the time of, the Vendor’s first authorization and annually thereafter. During the period in which this Vendor Agreement is in effect, OHA shall conduct at least one live interactive training for that Vendor. OHA shall designate the date, time and location of the training, except that OHA shall provide the Vendor with at least one alternative date on which to attend such training.
8. The Vendor shall be accountable for any intentional or unintentional action of its owners, officers, managers, employees or agents, with or without the knowledge of management, who violate this

Vendor Agreement or federal or state statutes, regulations, policies or procedures governing the WIC Program.

9. The Vendor shall maintain, for a period of three years, purchase and receiving records, including, but not limited to, inventory records showing all wholesale and retail purchases, state and federal tax returns, and other pertinent records that are necessary to substantiate the volume and prices charged for eWIC foods. These records shall be made available to the Authority upon its request.
10. The Vendor shall provide OHA's authorized representative or federal government official access to the Vendor's facilities, books, records and documents at all reasonable times. The Vendor shall provide the above entities and individuals access to records relating to eWIC transactions negotiated on the day of review including, but not limited to, shelf price records, financial records and other documents that are pertinent to determining a Vendor's compliance with WIC rules and regulations. The Vendor shall also, upon request, furnish to OHA, within two days, verification of total Vendor purchases of specific items in order to justify amounts claimed as WIC Program purchases.
11. The Vendor shall notify OHA in writing of any change in ownership, store name, store location or permanent store closure at least 30 days prior to the effective date of the change:
  - (a) In the event of any change in ownership or of the legal authority obligating the Vendor, the Vendor Agreement may be terminated;
  - (b) In the event of a name change for any store the Vendor shall, within 60 days of the change, ensure that the store's outside sign bears the same name as that listed on the Vendor Agreement; and
  - (c) If the Vendor closes any store listed in the Vendor Agreement, the Vendor shall notify OHA in writing of the closed store's name, address, and telephone number. This written notification shall be considered an amendment of the Vendor Agreement unless disapproved in writing by OHA within 15 days of OHA's receipt of the Vendor's notification. OHA will terminate the Agreement when a store location changes.
  - (d) The Vendor shall notify OHA, by no later than 5 p.m. the next business day, following any temporary change in store facilities affecting participation, such as remodeling, closure for health code violations or suspension of sale of dairy products while a new refrigeration unit is being installed.
12. In addition to claims collection, the Vendor may be sanctioned for Vendor violations in accordance with OHA's sanction schedule listed in OAR 333-054-0050. Sanctions may include disqualification or a civil money penalty in lieu of disqualification. OHA must provide the Vendor with prior warning that violations have occurred, for violations that require a pattern for sanction, before imposing such sanctions, unless OHA determines (on a case by case basis) that it would compromise the investigation.
13. A Vendor who has embezzled, willfully misapplied, stolen, or fraudulently obtained OHA funds, assets, or property is liable to prosecution under applicable federal, state or local laws. If the value of such funds is \$100 or more, the Vendor shall be subject to a fine of not more than \$25,000 or imprisonment for not more than five (5) years or both. If the value of such funds is less than \$100, the penalties shall be a fine of not more than \$1,000 or imprisonment for not more than one (1) year or both. A Vendor may be subject to actions in addition to the sanctions in this section, such as claims by OHA for reimbursement of improper eWIC transactions.
14. The Vendor must reapply for authorization if the Vendor wishes to continue to be authorized beyond the period of this current agreement. If a Vendor is disqualified, the Vendor Agreement is terminated. The Vendor shall reapply in order to be authorized after the disqualification period is over. In all cases, the Vendor's new application will be subject to the current vendor selection criteria listed in OAR 333-054-0020 and 333-054-025.
15. The Vendor must not engage in any conduct that would discriminate against any authorized shopper or participant based on the individual's race, color, national origin, gender, age, and disability.

16. The Vendor must comply with the vendor selection criteria throughout the agreement period, including any changes to the criteria. Using the current vendor selection criteria, OHA may reassess the Vendor at any time during the agreement period. OHA will terminate the Vendor Agreement if the Vendor fails to meet the current vendor selection criteria.
17. Disqualification from the WIC Program may result in disqualification as a retailer of SNAP. Such disqualification may not be subject to administrative or judicial review under SNAP. Disqualification from SNAP will result in disqualification from the WIC Program. Such disqualification is not subject to administrative or judicial review under the WIC Program.
18. Use of the WIC acronym and logo:
  - (A) The Vendor MAY use the WIC acronym and logo to:
    - (a) Identify the retailer as an authorized WIC vendor by utilizing signs provided by the OHA; The Vendor shall submit proposed alternate signage to OHA for approval before use.
    - (b) Identify authorized WIC foods by attaching channel strips or shelf-talkers provided by OHA stating "WIC-Food" to store shelves.
  - (B) Vendors are restricted from using the WIC acronym in their advertising and other promotional materials, and may not use the WIC logo in their advertising or other promotional materials without prior permission from OHA. The Vendor may not use the WIC acronym or logo to:
    - (a) Imply that the Vendor is owned or operated by the OHA-WIC Program by using "OHA-WIC Program," in whole or in part, or close facsimiles, in the official or business name of the Vendor.
    - (b) Identify a particular food as "WIC approved" by attaching or affixing it to a food item container.
    - (c) Vendors may not visit WIC clinic locations to hand out promotional materials, nor is the WIC clinic staff allowed to distribute any fliers or promotional materials provided by Vendors.
19. Integrated Vendors (stores that have cash register systems that interface with the eWIC processor or 3<sup>rd</sup> party processor) agree to download the Approved Product List (APL) file daily or every day the store is open for business.
20. Use of the "store and forward" transaction by an integrated Vendor is done at their own risk and the Vendor agrees to hold the Authority harmless for any financial harm incurred as a result. Integrated Vendors may choose to accept "store and forward" transactions if the Oregon eWIC system is inaccessible at their own risk. The Vendor acknowledges settlement for those transactions may be delayed or denied depending on the availability of benefits on the eWIC account and agrees to accept financial liability if the benefits are not available when the system is restored. The "store and forward" function is not an option for non-integrated Vendors.
21. Telephone, power and supplies: Vendor must provide a telephone line or DSL access; power to maintain equipment; and point of sale (POS) terminal supplies in order to participate as a WIC Vendor.
22. Non-integrated Vendors who are issued eWIC equipment are responsible for physical modifications that may be required at the checkstand to accommodate said equipment.
23. Vendor shall maintain an active e-mail account that is capable of receiving WIC contract and program information.
24. Vendor may dispute a payment in writing up to 45 days after the date of the transaction. Supporting documentation must be received within 10 days of the Vendor's submission of the written dispute, or OHA will deny the claim.
25. The Vendor may terminate this Agreement for cause upon 15 days written notice to OHA.
26. The Vendor agrees not to influence an authorized shopper's selection of authorized foods.
27. The Vendor agrees to not disclose information regarding a client of the WIC program to any person other than the Authority, its representatives or a federal official.

**PART FOUR**

**CERTIFICATION AND MERGER**

This Agreement, Parts 1 through 4, constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless it is in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Vendor, by signature of its authorized representative, hereby acknowledges that Vendor has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**GOVERNING LAW, VENUE**

All rights and obligations of the parties to this Agreement are governed by Oregon law and the terms and provisions of this Agreement, including Parts 1 through 4. Any claim or litigation between OHA and Vendor that arises out of or relates to this Agreement shall be commenced and maintained only in the Circuit Court of Marion County in Salem, Oregon.

**OREGON WIC PROGRAM AUTHORIZATION**

The undersigned certifies that he/she is the owner or has the legal authority\* to sign contracts on behalf of the owner that obligates the Vendor to adhere to the terms therein.

Store/Corporation Name: \_\_\_\_\_

**Owner\* and Co-Owner (if applicable):**

Print Name(s): \_\_\_\_\_

Title(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_

\*If corporate ownership requires additional signatures, it is the obligation of the Vendor to obtain such necessary signatures.

**Authorized Agent for OHA**

Name: **Sara Sloan**  
Title: **WIC Operations Manager**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Oregon WIC Program  
PO Box 14450  
Portland, OR 97293-0450