



**VENDOR AGREEMENT FOR PARTICIPATION IN
THE WYOMING WIC PROGRAM**

VENDOR INFORMATION

VENDOR LEGAL NAME (include store number & DBA if applicable):			
PHONE NUMBER:		WIC ID #:	
PHYSICAL ADDRESS:	CITY:	STATE:	ZIP CODE:
MAILING ADDRESS (if different from above):	CITY:	STATE:	ZIP CODE:
STORE OWNER NAME/PARENT COMPANY NAME:			
STORE OWNER/PARENT COMPANY ADDRESS:	CITY:	STATE:	ZIP CODE:

VENDOR RESPONSIBILITIES

The Vendor agrees to:

1. Demonstrate its capability to accept Women, Infants and Children (WIC) benefits electronically prior to authorization, and comply with WIC Electronic Benefit Transfer (EBT) operating rules, standards and technical requirements. If a Vendor is necessary for participant access and cannot accept WIC benefits electronically, the Wyoming WIC Program (Program) may provide the Vendor with a stand beside Point of Sale (POS) system.
2. **Comply with procedures and responsibilities set forth in the Wyoming WIC Vendor Manual (Vendor Manual), all regulations including, but not limited to, 7 CFR § 246.12, 19-21, and all reasonable requests from the Program.** The Vendor Manual is incorporated into this Agreement by this reference. The Vendor's failure to comply with benefit redemption procedures outlined in the Vendor Manual may result in the Program's refusal to pay for participant/parent/ caretaker/proxy WIC redemptions.
3. Stock and maintain a supply of at least the minimum varieties of authorized foods as identified in the Vendor Manual and subsequent written communications from the Program throughout the agreement period. Failure to do so may result in termination from the Program.
4. Have more than fifty percent (50%) designated shelf space for non-WIC edible food items, and non-WIC food transactions must be more than fifty percent (50%) of total edible food sales.
5. Maintain a minimum of eight (8) hours of operation daily, six (6) days a week.
6. Purchase and sell **only** infant formula that has been purchased directly from food wholesalers, distributors and retailers currently licensed in the State in accordance with state laws and regulations, or food manufacturers registered with the U.S. Food and Drug Administration (USDA). A list of approved wholesalers/distributors, retailers and manufacturers is maintained by the Program and is available upon request.
7. Provide sanitary and safe storage conditions and first quality merchandise. The Vendor cannot stock or sell out-of-date WIC commodities to WIC participants (i.e., past the product's expiration, "best if used by", "sell by", "use by" and any other date limiting the sale or use of the food item).
8. Provide WIC supplemental foods at or below the current price charged to other customers. These prices must also be competitive within each Vendor's assigned peer group and at or below the maximum allowable reimbursement levels. Vendors will be assigned to peer groups based on criteria determined by the Program as listed in the Vendor Manual (a new Vendor's peer group assignment will be evaluated within six (6) months to ensure proper placement and competitive price levels). Shelf prices shall be plainly marked. Failure to do so may result in termination from the Program.
9. **Not charge sales tax** on purchases made with Wyoming WIC EBT System Today (WYO W.E.S.T) cards.



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10. Not ask the WIC participant/parent/caretaker/proxy to pay cash for the sales tax amount that is applied to manufacturer's coupons, but instead shall subtract the sales tax on the coupon from the face value of the coupon and then shall subtract the remaining value of the coupon from the retail price of the WIC food(s). 7 CFR § 246.12(h)(3)(vii).
11. Maintain an average of more than one hundred dollars (\$100.00) in WIC sales or ten (10) or more participants purchasing WIC benefits at this Vendor per month. Pharmacies are exempt.
12. Allow the participant/parent/caretaker/proxy to purchase only those WIC approved foods listed on the participant's benefit balance receipt and the Wyoming WIC Authorized Product List. Provide only the approved foods in authorized quantities and size specified. The participant/parent/caretaker/proxy does not have to purchase all the foods listed on the benefit balance receipt, but may not purchase more than what is listed.
13. Accept only WYO W.E.S.T. cards for WIC purchases within the benefit time period authorized.
14. Not charge participants/parents/caretakers/proxies for authorized supplemental foods obtained with the WYO W.E.S.T card. In addition, the Vendor may not seek restitution from participants/parents/caretakers or proxies for WIC supplemental foods purchased in a WIC WYO W.E.S.T. transaction that were not paid for or only partially paid for by the Program. The Program is not obligated to pay for improperly handled or voided Electronic Benefit Transfer (EBT) transactions. 7 CFR § 246.12(h)(3)(x).
15. Disallow credits, rain checks, cash, unauthorized foods or non-food items, WIC food substitutions or substitutions of other items of value for WIC benefits redeemed. None of these items may be offered in exchange for WIC purchased foods being returned.
16. Not provide refunds or permit exchanges for authorized supplemental foods obtained with WYO W.E.S.T. card benefits, except for exchanges of an identical authorized supplemental food item 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/parent/caretaker/proxy. 7 CFR § 246.12(h)(3)(ii).
17. Not allow cash change to a WIC customer for purchases less than the total value of the cash value benefit (CVB) for fresh fruits and vegetables. 7 CFR § 246.12 (h)(3)(x).
18. Reimburse the Program for claims submitted for payments already made by the Program for charges of more than the actual purchase of the supplemental foods. The Program may make price adjustments to the purchase price on WIC transactions submitted by the Vendor for redemption to ensure compliance with the price limitations applicable to the Vendor. When the Program determines the Vendor has committed a Vendor violation that affects the payment to the Vendor, the Program will delay payment or establish a claim. The Vendor must submit payment for the claim or an adequate justification for the excessive charge to the Program within (30) days of written notification. The Program may offset the claim against current and subsequent amounts to be paid to the Vendor. In addition to denying payment or assessing a claim, the Program may sanction the Vendor for Vendor overcharges or other errors in accordance with the Program's sanction schedule. 7 CFR § 246.12(h)(3)(viii)(ix).
19. Submit requested price surveys by the specified date.
20. Give the same courtesies and discounts to WIC participants/parents/caretakers/proxies as to other customers. 7 CFR § 246.12(h)(3)(iii). This includes all store promotions, i.e., Coupons, "Buy-One-Get-One-Free", "Two-for-One", Discount/Club Cards, etc. Any Vendor who knowingly refuses to provide a promotion or discount to a WIC customer shall be in violation of this Vendor Agreement (Agreement) and may be sanctioned for discrimination.
21. Comply with the provisions of the Department of Agriculture Regulations (7 CFR Parts 15, 15a and 15b) in that a person will not be discriminated against because of race, color, national origin, age, sex, or disability.
22. Deny service to WIC participants/parents/caretakers/proxies only for the following:
 - a. Verbal abuse, physical abuse or threat of physical abuse to Vendor's staff;
 - b. Theft or attempted theft of Vendor's items;



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c. Abuse of the Supplemental Nutrition Assistance Program (SNAP/Food Stamp Program).

If service is denied for the above reasons, all non-WIC purchases must also be denied.

23. Require at least one representative attend required training (annually, or more often as needed) on the Program policies and procedures. Representatives attending the training will be required to train all other managers and employees. The Program will have sole discretion to designate the date, time, and location of all interactive training, except that the Program will provide the Vendor with at least one alternative date on which to attend such training. 7 CFR § 246.12(h)(3)(xi)(xiii). The Vendor is required to complete or attend mandatory training sessions as noted:
- a. Prior to or at the time of a Vendor's initial WIC authorization;
 - b. Any Vendor accumulating five (5) or more sanction points. The Program shall designate the audience (i.e., managers, cashiers, etc.) to which the training is directed;
 - c. Any state mandated training.

The Vendor shall ensure that all cashiers are trained in proper acceptance and processing of the WYO W.E.S.T. card.

24. Be accountable for its owners, officers, managers, agents and employees who commit Vendor violations. 7 CFR § 246.12 (h)(3)(xiii).
25. Provide the Program thirty (30) days advance written notification of any change in Vendor ownership, store location, or cessation of operations. Change in ownership and cessation of operations terminates the Agreement and the Vendor will need to reapply as a new applicant. The Program, at its sole discretion, may permit a change in location over a short distance without terminating the Agreement or determine if a change in business structure constitutes a change in ownership. 7 CFR § 246.12(h)(3)(xvii).
26. Notify the Program of any change in its SNAP authorization. If a new SNAP number is given to the Vendor, the Vendor must reapply to the Program.
27. Provide the following information upon request by the Program:
- a. Monthly, quarterly, or annual total volume of business;
 - b. Monthly or annual gross edible food sales (food sales from foods eligible for purchase with SNAP benefits);
 - c. Records of WIC foods purchased for a set period of time (sixty (60) days minimum) such as invoices/receipts (documenting the Vendor's purchase of WIC food items from manufacturers, wholesalers, distributors, retailers or any other points of purchase) and electronic journals or transaction logs;
 - d. Any additional inventory records used by the Vendor, including sales or tax records used for federal or state tax purposes, bank deposits, inventory/shelf price records of WIC food items, SNAP sales volume and other business related records the Program may require for the current Agreement period or a minimum of three (3) years.

The Program may request specific records to validate this information at any time during the Agreement period. The Vendor is responsible for the validity of this information and sanctions may be assigned if this declaration is proven inaccurate or records cannot be produced. All electronic journals and transaction logs for WYO W.E.S.T. transactions and all program related records must be made available to representatives of the Program, the Department of Agriculture and Comptroller General of the United States, at any reasonable time and place for inspection and audit. 7 CFR § 246.12(j)(4)(i)(ii) and (h)(3)(xv).

28. Permit WIC authorized personnel to monitor the Vendor (on-site) for compliance with WIC rules and regulations, i.e., conducting compliance buys. The Vendor agrees to permit interviews with cashiers of the WIC Vendor monitor's choice and access to shelf price records, if available. A WIC authorized Vendor may be selected to be investigated at random or based on specific monitoring, complaints or redemption analysis findings.
29. Maintain a professional relationship with the Program's local and state personnel in fulfilling their responsibilities which involve the Vendor.



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30. Not be employed by, or have a spouse, child, parent, or a sibling employed by the local WIC agency providing service in the county in which the Vendor is located. For purposes of the preceding sentence, the term "Vendor" means a sole proprietorship, partnership, cooperative association, corporation or other business entity, and any person who owns or controls more than a ten percent (10%) interest in the partnership, corporation or other business entity. 7 CFR § 246.12(h)(3)(xix).
31. Remain in compliance with the selection criteria as stated in the Vendor Manual, including any changes to the criteria. The Program may re-assess the Vendor any time during the Agreement period. If the Vendor fails to meet the criteria at any time during the Agreement period, the Vendor may be removed from the Program for administrative non-compliance with these criteria. The Vendor has thirty (30) days after being given a written notification in which to correct any failure to meet these criteria before removal from the Program. If the Vendor has been removed from the Program because of administrative non-compliance for more than thirty (30) days and wishes to re-apply to the Program, the Vendor will be subject to the selection criteria. 7 CFR § 246.12(h)(3)(xxiv).
32. Not conduct WIC transactions in a separate liquor portion of the store or in self-checkout lines.
33. Maintain the Program's certified in-store Electronic Cash Register (ECR) system in a manner necessary to ensure system availability for WIC EBT redemption processing during all hours the Vendor is open. The Vendor agrees that its ECR system shall transact cash value for authorized fruits and vegetables. Execution of this Agreement is conditioned on the Vendor maintaining its state certified in-store ECR system that accommodates cash value. After execution of this Agreement, the Vendor's failure to maintain a state-certified ECR system on an on-going basis that ensures system compliance with WIC policies and procedures, transacts cash value, or ensures the accuracy of data, shall result in termination of the Agreement.
34. Have a current, paid maintenance agreement in place with their system dealer/technical support personnel. Failure to do so will result in termination of the Agreement.
35. Ensure the certified in-store EBT redemption process allows a reasonable degree of security for protecting the Personal Identification Numbers (PIN) used by WIC participants. Only the WIC participant may enter the PIN to initiate the transaction. The Vendor must not enter the PIN for the WIC participant.
36. Provide necessary receipts for the WIC participant to accept/approve or reject the WIC transaction. Vendor personnel shall NOT accept/approve or reject/cancel the WIC transaction for the WIC participant.
37. Release the food benefits to the WIC participant any time the WYO W.E.S.T. card is decremented, even if the system fails to build a claim file or include the transaction in the claim file.
38. Scan or manually enter Universal Product Code/Price Look Up (UPC/PLU) codes only for WIC authorized items being redeemed. Never scan codes from UPC/PLU codebooks, reference sheets or from any product not actually purchased with the WYO W.E.S.T. card.
39. Request state recertification of the Vendor's in-store ECR system if Vendor alters/revises the system in any manner that impacts the WIC EBT redemption/claims processing after initial certification is completed. In the event an in-store ECR system is reconfigured or modified by the Vendor or other parties in such a way that the ECR system no longer exhibits the required system accuracy, integrity, or performance required and under which requirements the ECR system was certified, the Program will not accept a claim file from the system. The Vendor is liable for the costs of all recertification events needed to return the ECR system covered by this Agreement to full compliance with the Program's system requirements. Failure to seek recertification when the Vendor's ECR system is altered/revised shall subject the Vendor to financial liabilities or disqualification.
40. Connect the Vendor's ECR system to the State's WIC EBT System at least once each forty eight (48) hour period for the purpose of claim submission and downloading of the current Hot Card List file, Error file, Auto-Reconciliation (settlement) file, and the WIC Authorized Product "UPC/PLU" List file.
41. Accept financial liability for WIC EBT benefit redemptions resulting from hot card transactions if the Vendor has NOT connected to the Program's EBT System within a contiguous forty eight (48) hour period of time and updated the Hot Card List file information.



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42. Accept financial liability for a WIC EBT transaction submitted for payment sixty (60) days after the date of the transaction.
43. Comply with the Program's policies for creating and updating the in-store UPC/PLU category/subcategory table of WIC authorized foods. Failure to comply shall result in the Vendor's financial liability for WIC EBT sales transactions involving invalid or unauthorized UPC/PLU codes.
44. Adhere to the International Federation for Produce Standards (IFPS) for product look-up codes (PLU) for the purpose of WIC EBT claim submission. Any fruit/vegetable UPC/PLU reserved for store use must map back to an International Standard PLU for the same produce in the WIC EBT Product List.
45. Reimburse the Program pro-rata for WIC EBT system costs, if applicable, if the Vendor is disqualified, terminated, or closed.
46. Notify the Program of any change in bank routing or account number seven (7) business days prior to the effective date of the change.
47. Maintain strict confidentiality of all client and system data (EBT production keys and secret codes covered by this Agreement, as well as, their corporate offices/ECR suppliers.) No information may be provided to any non-party person or entity without the prior written approval of the Program.
48. Not use, reproduce or apply any stickers, tags, channel strips, shelf talkers, labels or signage that have the WIC acronym or logo on WIC-approved products except those provided or approved by the Program. The Vendor agrees not to use any aspect of the WIC acronym or logo, or close facsimiles in the name of the Vendor, Vendor advertising, promotional material, or incentives. The WIC® logo and acronym are registered trademarks of the United States Department of Agriculture. WIC Vendor compliance with the policies regarding the use of the WIC acronym and logo will be evaluated at the initial on-site authorization visit, any other on-site visit regardless of the reason, during educational or compliance purchase visits and by any other objective means.
49. Not treat WIC participants differently by offering them incentive items that are not offered to non-WIC customers.

WYOMING WIC PROGRAM RESPONSIBILITIES

The Wyoming WIC Program agrees to:

1. Pay the Vendor within sixty (60) days of receipt for all valid WIC EBT transactions properly submitted to the Program. WIC EBT transactions may be deemed invalid for payment or, if paid, future payments may be offset for any of the following reasons:
 - a. The Vendor does not successfully transmit the WIC EBT Claim file to the Program EBT Processing System within forty eight (48) hours of the earliest transactions contained in the Claim file unless the Program's WIC EBT Processing System was not functional during this period. The Vendor may request an extension in case the Vendor is unable to comply based upon unforeseeable circumstances (i.e., computer system failure). Transactions may not be paid if submitted sixty (60) days after the date of the transaction;
 - b. The Vendor processes a transaction for a WYO W.E.S.T. card that was on the Program's WIC "Hot Card" List file for more than forty-eight (48) hours;
 - c. Transaction data appears to be forged or altered;
 - d. The transaction electronic signature is incorrect, incomplete, or missing;
 - e. The Vendor accepted the transaction while disqualified or terminated from the Program or did not have a fully executed/valid WIC Vendor Agreement;
 - f. Unauthorized foods or unauthorized brands or unauthorized quantities of foods have been purchased in a WIC EBT transaction. This includes, but is not limited to, items purchased by a WIC participant before the effective date or after the expiration date of the UPC in the Program's WIC Authorized Product "UPC/PLU" List during a WIC transaction;



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- g. The price of the food item within a transaction exceeds the UPC maximum price designated by the Program for that food item and quantity, or exceeds the Vendor's customary selling price for the food issued;
 - h. The transaction includes UPCs/dollar amounts for foods not received by the WIC participant.
 2. Take follow-up action within one hundred twenty (120) days of detecting any questionable food instruments, suspected Vendor overcharges, and other errors.
 3. Accept the batch transmission of WIC EBT transactions through a toll free dial-up or public internet access to the Program's WIC EBT System.
 4. Make available to the Vendor's ECR system the Program's Authorized Product UPC/PLU List file, the Hot Card List file, and Auto-Reconciliation or Error files for previously submitted WIC EBT Claim files.
 5. Provide training in WIC procedures and authorized foods, and follow-up on complaints received by WIC Vendors or participants/parents/caretakers/proxies on request and as necessary.
 6. Provide regular monitoring (including on-site monitoring) for compliance with written reports that include Vendor activity.
 7. Maintain a professional relationship with Vendor personnel in fulfilling their responsibilities.
 8. Ensure that no conflict of interest exists, as defined by applicable state laws, regulations, and policies, between the Program and any Vendor under its jurisdiction. If the Program determines that a conflict of interest exists between the Vendor and the Program, at either the state or local level, this Agreement will be terminated.
 9. Restrict the use or disclosure of confidential Vendor information; except for Vendor name, address, telephone number, Web site/e-mail address, store type and authorization status to:
 - a. Persons directly connected with the administration or enforcement of WIC Program and SNAP violations under federal, state, or local law;
 - b. Persons directly connected with the administration or enforcement of any federal or state law, provided a written agreement is signed that covers re-disclosure;
 - c. A Vendor that is subject to adverse action, provided the confidential information concerns the Vendor subject to the action;
 - d. U.S. Department of Agriculture (USDA) and the Comptroller General of the United States.Restrict the use or disclosure of SNAP retailer information obtained from the SNAP to:
 - a. Persons directly connected with the administration or enforcement of the WIC Program;
 - b. USDA and the Comptroller General of the United States.
 10. Not pay for ongoing maintenance, processing fees or operational costs for Vendor systems and equipment used to support WIC EBT, unless the equipment is used solely for the Program or the Program determines the Vendor using multi-function equipment is necessary for participant access. Costs shared by the Program will be proportional to the usage for the Program.

MANDATORY VENDOR SANCTIONS

The following are mandatory Vendor sanctions. (If the Program finds that a Vendor has committed a violation that requires a pattern of occurrences in order to impose a penalty of sanction, the Program will notify the Vendor of the initial violation in writing, prior to documentation of another violation, unless the Program determines, in its discretion, on a case-by-case basis, that notifying the Vendor would compromise an investigation.)

1. **Permanent Disqualification:**

- a. Vendors **convicted** in court for the crime of trafficking in food instruments (WYO W.E.S.T. card benefits), or selling firearms, ammunition, explosives, or controlled substances (as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. § 802) in exchange for WIC food



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instruments (WYO W.E.S.T. card benefits) shall be permanently disqualified, effective on the date of the receipt of the notice of disqualification. Convicted Vendors shall not be entitled to receive any compensation for revenues lost as a result of such violation or as a result of a disqualification which is later overturned;

b. Permanent disqualification from SNAP.

2. **Six (6) Year Disqualification:**

The Program shall disqualify a Vendor for six (6) years for:

- a. One (1) incidence of buying or selling food instruments (WYO W.E.S.T. cards) for cash (trafficking);
- b. One (1) incidence of selling firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for WIC food instruments (WYO W.E.S.T. card benefits) as discovered by WIC investigation.

3. **Three (3) Year Disqualification:**

The Program shall disqualify a Vendor for three (3) years for the following:

- a. One (1) incidence of the sale of alcohol or alcoholic beverages or tobacco products in exchange for food instruments (WYO W.E.S.T. card benefits);
- b. A pattern of claiming reimbursement for the sale of an amount of a specific supplemental food item which exceeds the Vendor's documented inventory of that supplemental food item for a specific period of time;
- c. A pattern of charging participants/parents/caretakers/proxies more for supplemental food than non-WIC customers or charging participants/parents/caretakers/proxies more than the current shelf or contract price;
- d. A pattern of receiving, transacting or redeeming food instruments (WYO W.E.S.T. card benefits) outside of authorized channels, including the use of an unauthorized Vendor or an unauthorized person;
- e. A pattern of charging for supplemental food not received by the participant/parent/caretaker/proxy;
- f. A pattern of providing credit or non-food items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. § 802, in exchange for food instruments (WYO W.E.S.T. card benefits).

4. **One (1) Year Disqualification:**

The Program shall disqualify a Vendor for one (1) year for a pattern of providing unauthorized food items in exchange for food instruments (WYO W.E.S.T. card benefits), including charging for supplemental food provided in excess of those listed on the food instrument (EBT receipt).

5. **Second Mandatory Sanction:**

A Vendor who has been previously assessed a mandatory sanction for any of the mandatory sanctions listed above (numbers 2-4) shall have the second sanction doubled. Civil Money Penalty (CMP) may only be doubled up to the limits allowed, as defined by this Agreement.

6. **Third or Subsequent Mandatory Sanction:**

Vendors assessed a third mandatory sanction shall receive a double sanction with no CMP option.

7. A WIC disqualification based on a SNAP disqualification shall be for the same length of time and may begin at a later date and is not subject to administrative or judicial review under the Program. 7 CFR § 246.12(l)(1)(vii).
8. The Program shall not accept from any Vendor voluntary withdrawal or non-renewal as an alternative to imposing mandatory sanctions or disqualification. 7 CFR § 246.12(l)(1)(viii).
9. The Program shall disqualify the Vendor based on the mandatory sanctions with the following exceptions:
 - a. Cases of inadequate participant/parent/caretaker/proxy access in which case a CMP would be assessed;



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- b. The Vendor had, at the time of the violation, an effective policy and training program in effect to prevent trafficking; and the ownership of the Vendor was not aware of, did not approve of, and was not involved in the conduct of the violation. (This exception is only an option for the trafficking conviction.) Any documented policies must have been dated in written form and the training documented prior to the violation in which case a CMP would be assessed. The Program shall not give a CMP for a third or subsequent mandatory sanction. 7 CFR § 246.12(l)(1)(i).

WYOMING WIC PROGRAM ESTABLISHED VIOLATIONS AND SANCTIONS

- 1. The Program shall disqualify a Vendor for multiple violations subject to Program sanctions during a single investigation, based on the most serious violation. All violations shall be included in the notice of administrative action. If a mandatory sanction is not upheld, the Program may impose a Program established sanction. 7 CFR § 246.12(l)(1)(xii).
- 2. The following Program established sanctions may be added within an investigation or doubled, provided the total disqualification period does not exceed one (1) year per investigation or CMPs do not exceed the maximum amount of eleven thousand dollars (\$11,000.00) for each violation. The CMP calculation and collection will be the same for both mandatory and state disqualifications. The total amount of CMPs imposed for violations investigated, as part of a single investigation, shall not exceed forty-nine thousand dollars (\$49,000.00). If a Vendor fails to comply with the terms of a CMP, the Vendor shall be disqualified for the length of time corresponding to the sanction. The Program sanction may not be added to a mandatory sanction within the same investigation. However, a Program sanction may be imposed from the same investigation in situations where the mandatory sanctions are not upheld on appeal. 7 CFR § 246.12(l)(2)(i).
- 3. All Program authorized Vendors shall be assessed, on an on-going basis, for possible Program established violations and sanctions. All points are cumulative and will be kept current for a period of one (1) year as long as the Vendor is authorized on the program. Points accrued for each violation will be erased one year after the date of the violation regardless of a renewal of a Vendor Agreement.
- 4. The following are the state established Vendor violations and sanction points to be assessed to the Vendor. (the Program will notify the Vendor of the initial violation in writing, prior to documentation of another violation, unless the Program determines, in its discretion, on a case-by-case basis, that notifying the Vendor would compromise an investigation):

	Violation	Sanction Points
a.	Discrimination against a WIC participant (including filing a complaint with the Office of Adjudication and Compliance) and/or failure to serve a WIC participant without a judicial or legal basis	10
b.	Providing infant formula that was not purchased from approved wholesalers, distributors and/or retailers licensed in the State in accordance with state law or through infant formula manufacturers registered with the Food and Drug Administration that provide infant formula	10
c.	Knowingly entering false information or altering information on the WIC EBT receipt/benefits	8
d.	Requiring cash to be paid in whole or part to redeem food instruments or cash-value vouchers or contacting WIC participants/parents/caretakers/proxies to correct discrepancies as a result of non-payment or in an attempt to recover funds for EBT receipts not paid by the Program or those EBT receipts where refunds were requested for overcharge	8
e.	Failure to attend mandatory training sessions after one (1) mutual opportunity to reschedule	6



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f.	Failure to provide purchase invoices from the wholesaler/distributors, or other points of purchase, or inventory records, or documentation of sales data during monitoring visits or when requested to do so by the Program	6
g.	Failure to submit a price survey upon request of the Program	6
h.	Failure to maintain adequate inventory of WIC foods in accordance with the Vendor Manual, identified during three (3) compliance purchases or per finding during any monitoring or any Vendor on-site visits, after being given one opportunity to correct the inadequacy	6
i.	Failure to provide training to all employees who handle WIC transactions or failure to allow monitoring or training of the Vendor by WIC representatives	6
j.	Taking the WYO W.E.S.T. card from the WIC participant/parent/caretaker/proxy, asking the WIC participant/parent/caretaker/proxy for their PIN or other suspicious actions, which would be seen as attempts to fraud the Program	6
k.	Discourteous treatment of a WIC participant/parent/caretaker/proxy as substantiated by three (3) or more complaints regarding three (3) separate instances	4
l.	Failure to take corrective action to get a WIC system back up when it is inoperable	4
m.	Failure to allow WIC participants to leave the store with WIC foods that were debited/removed from their WYO W.E.S.T. card during a WIC transaction	4
n.	Allowing a WIC transaction in a self-checkout lane	2
o.	Stocking or selling out-of-date WIC food commodities to WIC participants. This will include any WIC product that has a specific expiration date, "Sell by", "Best if used by", "Use by", or similar wording with a date printed on the container	2
p.	Using the WIC acronym or logo, or close facsimiles in the name of the Vendor, for any advertising, promotional material, and incentives. Using unapproved tags/channel strips or labels with the WIC acronym or logo, or close facsimiles on WIC-approved products	2
q.	Providing incentive or promotions inconsistent with the provisions in this Agreement	2
r.	Failure to comply with any other of the Vendor responsibilities noted in this Agreement	2
s.	Failure to post a WYO W.E.S.T. sign at the front of the store, or failure to post WYO W.E.S.T. signs in each cash register lane that has a working WIC terminal if the Vendor is not integrated	2
t.	Prices not clearly marked on food item or shelf	2
u.	Produce not mapped and not scanning as WIC eligible	1
v.	Failure to provide all store ECR system participant receipts (refer to Vendor Manual) to WIC participants during each WIC transaction. For non-integrated Vendors, WIC receipts will need to be printed in addition to the store ECR receipt	1

Any combined total of points:

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

16 to 20 points:	Termination of this Agreement and six (6) month disqualification
15 points:	Three (3) month suspension



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5 to 14 points:	Mandatory training and the Program shall determine the corrective action plan, with input from the local Vendor monitor. As applicable, plans shall include but not be limited to, training of all cashiers and management
1 to 4 points:	Warning letter from the Program stating violation and including follow-up plan and date to correct the violation

APPEAL

1. The Vendor will be notified in writing at least thirty (30) days prior to the effective date of the adverse action.
2. The Vendor shall have the right to appeal within thirty (30) days as specified in 7 CFR § 246.18(a)(1), which states that the Vendor has right of appeal when an application is denied or the Vendor is disqualified.
3. Administrative review is not available for any of the following:
 - a. The validity or appropriateness of the Program’s Vendor selection criteria for minimum variety and quantity of supplemental foods, business integrity or current SNAP disqualification or CMP for hardship. 7 CFR § 246.12(g)(3);
 - b. The validity or appropriateness of the Program’s Vendor peer group criteria and the criteria used to identify Vendors that are above fifty percent (50%) Vendors or comparable to above fifty percent (50%) Vendors;
 - c. The validity or appropriateness of the Program’s participant access criteria and the Program’s participant access determinations;
 - d. The Program’s determination whether a Vendor had an effective policy and program in effect to prevent trafficking and that the ownership of the Vendor was not aware of, did not approve of, and was not involved in the conduct of the violation. 7 CFR § 246.12(l)(1)(i)(B);
 - e. Denial of authorization if the Program’s Vendor authorization is subject to the procurement procedures applicable to the Program;
 - f. The expiration of a Vendor Agreement;
 - g. Disputes regarding EBT receipt payments and Vendor claims (other than the opportunity to justify or correct a Vendor claim);
 - h. Disqualification of a Vendor as a result of disqualification from the SNAP. 7 CFR § 246.12(l)(1)(vii);
 - i. The Program’s determination whether to notify a Vendor when an investigation reveals an initial violation for which a pattern of violations must be established in order to impose a sanction;
 - j. The Program’s determination to include or exclude an infant formula manufacturer, wholesaler, distributor or retailer from the Program’s list.
4. The appeal/review procedures are available upon request and the applicable review procedures will be provided along with an adverse action subject to administrative review. Procedures are also listed in the Vendor Manual.

GENERAL CONDITIONS

1. Point of Sale (POS) terminals used to support the Program, whether single-function equipment or multi-function equipment, shall be deployed in accordance with the minimum lane coverage provision of 7CFR § 246.12(z)(2).
 - a. Superstores and supermarkets - There will be one POS terminal for every eleven thousand dollars (\$11,000.00) in monthly WIC redemption up to a total of four POS terminals, or the number of lanes in the location, whichever is less.



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- b. All other Vendors - One POS terminal for every eight thousand dollars (\$8,000.00) in monthly redemption up to a total of four POS terminals, or the number of lanes in the location; whichever is less.
2. Failure to comply with the terms of this Agreement, federal and state statutes, regulations, and policies and procedures governing the Program, including any changes made during the agreement period, may result in a warning, mandatory training, fines or disqualification from the Program, according to the type of violation as defined in this Agreement and in the Vendor Manual. The Vendor has the right to appeal disqualification as defined in the Vendor Manual. The Vendor is not entitled to receive any compensation for revenues lost as a result of permanent disqualification. Vendors are responsible for ensuring that owners, managers, employees or agents acting on behalf of the Vendor comply with all of the requirements of this Agreement, Vendor Manual, and WIC Vendor policies governing and regulating the Program. 7 CFR § 246.12(h)(3)(xxii).
 3. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
 4. This Agreement does not constitute a license or a property interest. If the Vendor wishes to continue to be authorized beyond the period of its current Agreement, the Vendor must re-apply for authorization. If a Vendor is disqualified, the Program shall terminate the Agreement, and the Vendor will have to re-apply in order to be authorized after the disqualification period is over. The Vendor's new application shall be subject to the Program's selection criteria at the time of re-application. 7 CFR § 246.12(h)(3)(xxi).
 5. The maximum allowable reimbursement amount of any transaction submitted for payment shall not exceed the average cost plus a percentage for that food item in accordance to the assigned peer group of the Vendor. The Program cannot pay a Vendor at a level that would otherwise make the Vendor ineligible for authorization. A Vendor's failure to remain price competitive is cause for termination of the Agreement, even if actual payments to the Vendor are within the maximum reimbursement amount. 7 CFR § 246.12(h)(3)(vii).
 6. The provision of sanctions for Program abuse to be imposed on the Vendor shall not be construed as excluding or replacing any criminal or civil sanctions or other remedies that may be applicable under any federal, state or local ordinance. A Vendor who commits fraud or abuse of the Program is liable for prosecution under applicable federal, state or local laws. Under 7 CFR Section 246.12(h)(3)(xx) of the Program regulations, those who have willfully misapplied, stolen or fraudulently obtained WIC funds shall be subject to a fine of not more than twenty-five thousand dollars (\$25,000.00) or imprisonment of not more than five (5) years, or both, if the value of the funds is one hundred dollars (\$100.00) or more. If the value is less than one hundred dollars (\$100.00), the penalties are a fine of not more than one thousand dollars (\$1,000.00) or imprisonment for not more than one (1) year or both.
 7. The Program may disqualify a Vendor or impose a CMP in lieu of disqualification for reasons of Program abuse. If the Program finds that a Vendor has committed a violation that requires a pattern of occurrences in order to impose a penalty of sanction, the Program will notify the Vendor of the initial violation in writing, prior to documentation of another violation, unless the Program determines, in its discretion, on a case-by-case basis, that notifying the Vendor would compromise an investigation. Vendors will be given at least a thirty (30) day written notice before imposing sanctions and the opportunity to appeal the adverse action within thirty (30) days of the notification except for permanent disqualification, in which case the Program must take immediate action. 7 CFR § 246.12(l)(1)(i) and 246.12(l)(3).
 8. The Program shall disqualify a Vendor from the Program who has been disqualified from the SNAP, unless inadequate participant/parent/caretaker/proxy access is determined. If the Program determines that disqualification of the Vendor would result in inadequate participant access, the Program must impose a CMP in lieu of disqualification. 7 CFR § 246.12(l)(1)(vii).
 9. The Program has the option to disqualify a Vendor against whom the SNAP has assessed a CMP in lieu of disqualification due to participant/parent/caretaker/proxy hardship. A SNAP participant/parent/caretaker/proxy hardship determination does not obligate the Program to conclude that the disqualification would



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result in inadequate WIC participant/parent/caretaker/proxy access. In this case, a Vendor shall be given appeal rights. However, neither the SNAP decision to impose a CMP, nor the Program determination on participant/parent/caretaker/proxy access are subject to review. The areas subject to review include:

- a) Whether the Vendor was assessed a CMP in lieu of disqualification by the SNAP;
- b) Whether the SNAP CMP was imposed due to a participant/parent/caretaker/proxy hardship;
- c) If the Agreement included the required notice that the Vendor was potentially subject to a WIC disqualification based on a SNAP CMP. 7 CFR § 246.12(l)(2)(ii).

If inadequate participant access is determined, then the Program shall continue the Vendor's authorization, determine the Vendor to be high-risk for the length of the SNAP disqualification and monitor accordingly.

10. The Program shall disqualify a Vendor from the Program who has been disqualified from or assessed a CMP in lieu of disqualification by another WIC state agency for a mandatory Vendor sanction unless inadequate participant/parent/caretaker/proxy access is determined. The length of the disqualification must be for the same length of time as the disqualification by the other WIC state agency or, in the case of a CMP in lieu of disqualification assessed by the other WIC state agency, for the same length of time for which the Vendor would otherwise have been disqualified. The disqualification may begin at a later date than the sanction imposed by the other WIC state agency. If the Program determines that disqualification of the Vendor would result in inadequate participant access, the Program must impose a CMP in lieu of disqualification, except that the Program may not impose a CMP in situations in which the Vendor has been assessed a CMP in lieu of disqualification by the other WIC state agency. 7 CFR § 246.12(l)(2)(iii).
11. Disqualification from WIC may result in disqualification from the SNAP. Such disqualification may not be subject to administrative or judicial review under the SNAP.
12. This Agreement may be terminated, without cause, by the Program upon thirty (30) days written notice. This Agreement may be terminated by the Program immediately for cause if the Vendor fails to perform in accordance with the terms of this Agreement.
13. This Agreement terminates immediately upon change in Vendor ownership or cessation of operations. A new Agreement must be completed and approved by the Program if the new Vendor desires to become a WIC authorized Vendor. 7 CFR § 246.12(h)(3)(xvi)(xvii). The Program will immediately terminate the Agreement if it determines that the Vendor has provided false information in connection with this application for authorization. Neither party has any obligation to extend this Agreement. 7 CFR § 246.12(h)(3)(xvi).
14. The Vendor agrees its use of the funds awarded herein is subject to the Uniform Grants Guidance, 2 CFR § Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the Program.
15. Each payment obligation of the Program is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Program at the end of the period for which the funds are available. The Program shall notify the Vendor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Program in the event this provision is exercised, and the Program shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
16. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.



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17. The Vendor shall release, indemnify, and hold harmless the State, the Program, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Vendor's failure to perform any of Vendor's duties and obligations hereunder or in connection with the negligent performance of Vendor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Vendor's negligence or other tortious conduct.
18. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the Program expressly reserve sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
19. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
20. The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
21. The Vendor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Vendor breaches or violates this warranty, the Program may, at its discretion, terminate this Agreement without liability to the Program, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
22. The Program may award supplemental or successor contracts for work related to this Agreement or may award agreements to other Vendors for work related to this Agreement. The Vendor shall cooperate fully with other Vendors and the Program in all such cases.
23. The Vendor shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
24. All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Vendor in the performance of this Agreement shall be kept confidential by the Vendor unless written permission is granted by the Program for its release. If and when the Vendor receives a request for information subject to this Agreement, the Vendor shall notify the Program within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Program.
25. This Agreement, consisting of fifteen (15) pages; and the Wyoming WIC Vendor Manual, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
26. The Vendor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
27. All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the address provided in this Agreement.



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28. The Vendor shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
29. The Vendor shall function as an independent contractor for the purposes of this Agreement, and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Vendor shall be free from control or direction over the details of the performance of services under this Agreement. The Vendor shall assume sole responsibility for any debts or liabilities that may be incurred by the Vendor in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Vendor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Program or to incur any obligation of any kind on behalf of the State of Wyoming or the Program. The Vendor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Vendor or the Vendor's agents or employees as a result of this Agreement.
30. The Vendor shall provide to the Program a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that the Vendor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Agreement. The Vendor shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Agreement.
31. By signing this Agreement, the Vendor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 C.F.R. Part 17, or 2 C.F.R. § Part 180, or are on the debarred, or otherwise ineligible, Vendors lists maintained by the federal government. Further, the Vendor agrees to notify the Program by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

USDA NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights laws and the USDA civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or



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(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

SIGNATURE

The Agreement is entered into by and between the Wyoming Department of Health, WIC Program, referred to as the "Program" and _____, referred to as "Vendor". This Agreement will become effective on _____ and will terminate on **September 30, 2021**, unless terminated by either party beforehand in accordance with the terms specified herein.

By signing this Agreement, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Agreement, that they have the authority to sign it, and that they have received a signed and dated copy of the Agreement. No payment shall be made for services performed outside the term of this Agreement.

Local Vendor Representative, required

SIGNATURE:	DATE:
PRINT NAME:	TITLE:

Corporate Vendor Representative, if applicable

SIGNATURE:	DATE:
PRINT NAME:	TITLE:

The undersigned represents the Wyoming WIC Program and has the authority to contract for and on behalf of the Wyoming WIC Program:

SIGNATURE:	DATE:
PRINT NAME: <p style="text-align: center;">Janet Moran</p>	TITLE: <p style="text-align: center;">Wyoming WIC Program Manager</p>

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

SIGNATURE:	DATE:
PRINT NAME: <p style="text-align: center;">Kristin M. Nuss</p>	TITLE: <p style="text-align: center;">Senior Assistant Attorney General</p>

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