

Things to remember before you apply

- 1. You must mail your Application and 2 copies of the Agreement.**
 - Your application will be returned if you fail to submit a completed application and could result in unnecessary delays. All signatures must be original.
- 2. You must include the Application Checklist.**
 - Both sides of the checklist must be completed and signed.
- 3. The store must have authorization from the Supplemental Nutrition Assistance Program (SNAP) and may not be currently disqualified or suspended from SNAP.**
 - If your store is currently under disqualification from the WIC Program, you may reapply for WIC authorization after the end of the disqualification period.
- 4. You must have and maintain the minimum stock in your store when you submit the application to the state WIC office.**
 - The most common reason for denial is failing to meet the minimum stock requirements. Please review the attached Minimum Stock Requirements and the WIC Authorized Food List to ensure that you are in compliance before you submit your application.
- 5. Vendors must obtain infant formula from an approved source.**
 - See attached Maryland Authorized Vendor Infant Formula Supplier Directory.
- 6. Authorization onsite inspections are not announced.**
 - An authorization onsite inspection may occur at any time after the receipt of an application.
- 7. You must hold a copy or original food service facility license issued by a local health department in your store for verification.**
 - You will be required to show the document in on-site inspection.
- 8. If it is determined that your store's prices exceed 125% of the Peer Group average, you will be denied authorization, and advised of the denial in writing. If you are applying for reauthorization, you will be given the opportunity to adjust your prices.**
 - Please keep the prices of your store's WIC food items competitive.
- 9. The regulatory processing time for processing applications is 60 days from the date the application is received by the State WIC office.**
 - Properly completed applications are typically processed in less than 60 days. However, applications are processed in the order they are received. Processing times vary depending upon the volume of applications pending processing and staff availability.



- 10. If a store is denied authorization three times in a 12 month period, the applicant may not reapply for WIC authorization until 12 months after the last denial date.**
 - You may reapply any time after the 12 months have passed.

APPLICATION CHECKLISTS

APPLICATION PAGE 1

	I have completed all boxes (required)
	I have provided the home address(s) for all owners
	I have provided a different phone number for the owner (not the store's phone number)
	I have provided a valid email address

APPLICATION PAGE 2

	I have completed all boxes (required)
	I have provided the date of my last Health Department inspection
	I have provided my active banking information for any ACH payments owed to me

APPLICATION PAGE 3

	I have completed all boxes (required)
	I have listed all other WIC the stores I or any of the company officers own (required)
	I have provided the previous owner information as specified (required)
	I have signed and dated the application
	I did not complete this application and have provided the preparer's information

STOCK

	I have Minimum Required Stock in my store
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VENDOR AGREEMENTS

	I have completed and signed "2" vendor agreements
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DOCUMENT CHECKLIST

	N/A	Name of Document
		State of Maryland Business License
		Sales and Use Tax Permit
		Food Service Facility License
		Maryland Board of Pharmacy License
		SNAP License
		A copy of Current Health Department Inspection
		A clear copy of the front and back of each owner's Driver's License or State Identification card
		Notarized copy of the "Lease Agreement"
		Notarized copy of the "Bill of Sale"
		Paid declaration page showing the public liability insurance coverage
		Paid declaration page showing the property insurance coverage
		Attached a voided check
		Signed Application
		2 signed Vendor Agreements

By signing this form, I confirm that all of the applicable requirements stated above and in the application packet have been completed and submitted with my application and agreements. I have read and checked the boxes on both sides of this form.

By:

Vendor's Signature

Name (Typed or Printed)

Title (Typed or Printed)

Date

DATE RECEIVED BY STATE WIC OFFICE

APPLICATION FOR VENDOR AUTHORIZATION

INSTRUCTIONS: An owner, officer, manager, or other individual authorized to act on behalf of the applicant must complete the following information in its entirety and sign in appropriate areas to authenticate this document. Failure to provide information as requested will be grounds for refusal to accept and process the application for authorization.

Current Vendor Stamp (if applicable)

PURPOSE OF THE APPLICATION

Check A or B (Required):

_____ (A) For the first-authorization (new store) _____ (B) For re-authorization (current WIC vendor)

If A, have you applied for WIC within the last 2 years for the store named in the application? _____ Yes _____ No

If YES, when (the most recent)? (Month / Year) _____

BUSINESS TYPE

Check the appropriate type from the list below:

_____ Sole Proprietorship _____ Privately Held Corporation

_____ Partnership _____ Publicly Traded Corporation

Maryland Based? _____ Yes _____ No

If Not Maryland Based List State _____

OWNERSHIP/CORPORATION IDENTIFICATION

OWNERSHIP/CORPORATION NAME		FEDERAL TAX I D NUMBER	
OWNERSHIP/CORPORATION MAILING ADDRESS		P. O. BOX NUMBER	
CITY		STATE	ZIP CODE
TELEPHONE NUMBER	ALTERNATE PHONE NUMBER	OWNERSHIP/CORPORATION E-MAIL ADDRESS (REQUIRED)	

OWNERSHIP—LIST ALL CURRENT OWNERS. IF CORPORATION, LIST ALL OFFICERS (USE ADDITIONAL SHEET IF NECESSARY)

Please Print. NAME (LAST, FIRST, MIDDLE)	FULL ADDRESS	PHONE NUMBER

CONFLICT OF INTEREST

Are there any members of the ownership, management, or corporate officers who serve as board members or directors of an agency contracted with the Maryland Department of Health and Mental Hygiene (DHMH)? Yes No

Are there any members of the ownership, management, or corporate officers who serve as board member appointees or are elected officials with oversight of a public or private health agency? Yes No

Are there any members of the immediate family of the ownership, management, or corporate officers who serve as board members or directors of an agency contracted with DHMH? Yes No

If yes to any of these three questions, please specify relationship and circumstance in detail. Attach additional sheets if needed.

HISTORY

1. List all stores owned by any of the owners or managers that are currently WIC vendors in Maryland. (Use additional pages if needed.) Please Print

OWNER NAME	STORE NAME AND ADDRESS

2. If any store has been acquired within the last three years, what is the relationship, if any, of the current owner(s) to the previous owner(s)? **Please Print**

STORE NAME AND LOCATION	DATE ACQUIRED	CURRENT OWNER NAME	PREVIOUS OWNER NAME	RELATIONSHIP

The Maryland WIC Program shall review the accuracy of all applicant qualifications and shall make appropriate authorizations based upon the results of such review.

CERTIFICATION AND SIGNATURE OF OWNER, OFFICER OR MANAGER (Person who has the authority to apply on behalf of the business):

1. I am applying for authorization as a vendor for the Maryland WIC Program and I have authority to contract for the business.
2. I certify that during the last six (6) years that the vendor applicant or any of the vendor applicant's current owners, officers, or managers have not been indicted for, convicted of, or had a civil judgement entered against them for any activity indicating a lack of business integrity. Activities indicating a lack of business integrity include fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, and obstruction of justice.
3. I consent to the release of necessary and required information on myself and/or this company/business to the United States Department of Agriculture, Food Nutrition Service; the Maryland Department of Health and Mental Hygiene and its contractor's agents; and the Food Stamp Program, for the purpose of determining eligibility, program coordination, and conducting authorization and compliance activities.
4. I certify that neither the vendor applicant nor any of the vendor applicant's current owners, officers, or managers have been disqualified, suspended, or have been assessed a civil money penalty from any USDA/FNS Program.
5. I hereby certify that the information presented in this application is true and factual to the best of my knowledge, information, and belief. I understand that misrepresentation of the information contained herein will nullify this application or will lead to contract termination if discovered at a later date.

OWNER/REPRESENTATIVE SIGNATURE	DATE
OWNER/REPRESENTATIVE PRINTED NAME	TITLE

The Maryland WIC Program is not obligated to contract with any retailer. Each applicant has the right to appeal the decision if the application is denied. Expiration of an Agreement is not subject to appeal

The United States Department of Agriculture (USDA) prohibits discrimination on the basis of race, color, national origin, sex, age, or disability. Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint, write the Administrator, Food and Nutrition Service, USDA, 301 Park Center Drive, Alexandria, VA 22302. USDA is an equal opportunity employer.

If the application preparer is different from the owner or corporate officers, please fill the preparer's information below.

NAME: _____ ADDRESS: _____

PHONE: _____ EMAIL: _____

RELATIONSHIP TO OWNER: _____

PLEASE RETURN **BOTH** COPIES OF THE VENDOR AGREEMENT!

**STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE
WIC PROGRAM
VENDOR AGREEMENT**

This Agreement, dated _____, is made by and between _____, hereinafter called "Vendor," and the **Special Supplemental Nutrition Program for Women, Infants and Children**, a unit of the Maryland Department of Health and Mental Hygiene, Prevention and Health Promotion Administration (PHPA), hereinafter called "Program" or "WIC," and shall commence on _____ and shall terminate on _____
(to be filled in by the Program) (to be filled in by the Program)

This Agreement, which concerns the store's or entity's authorization to operate as a WIC Vendor, shall continue in effect until the above-stated termination date or unless it is terminated as provided in this Agreement. The Program reserves the unilateral right to order in writing changes in the work within the scope of the Agreement and the unilateral right to order in writing a temporary stop or delay in performance.

Now, therefore, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

A. The Parties agree to these General Provisions:

1. This Agreement is not transferable. Any change in ownership or rights of ownership, cessation of operation, or relocation of a store terminates this Agreement and the vendor's authorization to operate as a WIC vendor is ended. This Agreement does not constitute a property interest. If the vendor wishes to continue to be authorized beyond the period of its current Agreement, the vendor must reapply for authorization. If a vendor is disqualified from being a WIC vendor, the Program will terminate this Agreement, and the Vendor will have to reapply in order to be authorized after the disqualification period has ended. In all cases, the Vendor's new application will be subject to the Program's vendor selection criteria and any vendor limiting criteria in effect at the time of the reapplication. Termination of this Agreement due to change in ownership or relocation of a store may not be appealed.
2. The Program will immediately terminate this agreement if it determines that the Vendor has provided false information in connection with its application for authorization. Either the Program or the Vendor may terminate this Agreement for cause after providing written notice to the other party at least 15 days in advance of the termination date.

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3. The Program, as well as officers, agents, and employees of the Program, are not responsible for losses incurred by the Vendor as a result of investigation into an alleged violation, termination of or disqualification from authorization, and/or denial of application for authorization.
4. Payment obligation by the Program is contingent upon the availability of Federal or State funds allocated for payment of such an obligation. If funds are not available for continuance of service, this Agreement shall become void, and services shall be terminated by the Program. Payment will be made on all valid instruments in circulation with an issue date prior to the voiding of this Agreement. The Program shall notify the Vendor at the earliest possible time of any service that will or may be affected by lack of availability of Federal or State funds.
5. The Program, including its representatives at local jurisdiction WIC offices, may conduct monitoring of WIC vendors to determine the vendor's compliance with applicable federal and state policies and regulations, the WIC Vendor Manual, and the WIC State Plan of Operations. The monitoring may include random monitoring, educational buys, and covert compliance buys without the knowledge of the vendor. The Program has sole discretion as to whether or not to notify a vendor in writing when an investigation reveals an initial violation for which a pattern of violations must be established in order to impose a sanction pursuant to 7 CFR § 246.12(I)(3) and COMAR 10.54.03.16.
6. Should the Vendor lose the Vendor's business due to a fire or natural disaster and the business is able to reopen within thirty (30) days, the Vendor shall retain the Vendor's WIC authorization. However, if more than thirty (30) days are needed to reopen, the Program shall terminate this Agreement, and the store must reapply for authorization and be approved as a WIC vendor in order to obtain authorization to operate as a WIC Vendor.
7. The Vendor Sanction Policy, as detailed in COMAR, the Vendor Manual, and the Program's State Plan of Operations, shall be a part of this Agreement. The current version of the Vendor Sanction Policy, Vendor Manual, Application Packet, and the State Plan of Operations is incorporated by reference into this Agreement. The WIC Program will update these documents as required, and the Vendor is subject to the requirements of the most recent update. In addition, the Vendor is subject to the terms of the Sanction Policy in effect at the time the Vendor violates a provision of the Agreement.
8. Except as provided elsewhere in this agreement, a store has the right to appeal a Program decision pertaining to a denial of application for authorization or a termination of or disqualification from authorization within 10 days of the date of the Vendor's receipt of the notice of denial or notice of termination.

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9. The Program may terminate a Vendor's authorization to operate as a WIC Vendor or disqualify a Vendor from authorization for reasons of program abuse, failing to adhere to WIC policies and procedures, failing to adhere to applicable State and Federal statutes and regulations, the WIC Vendor Manual, the State Plan of Operations, and/or failing to adhere to the provisions of this Agreement. The Program may also impose a civil monetary penalty in accordance with the formula outlined in 7 CFR § 246.12, in lieu of disqualification.
10. A disqualification from the Supplemental Nutrition Assistance Program (SNAP) or disqualification from any other Food and Nutrition Service (FNS) Program will result in an automatic termination from the WIC Program for the same, but not necessarily concurrent, amount of time. Vendor disqualifications resulting from SNAP disqualification are not subject to administrative or judicial review.
11. The Program may disqualify a Vendor that has been issued a civil money penalty under the SNAP pursuant to 7 CFR § 246.12 of the WIC Program Regulations.
12. Notice of a store's termination of or disqualification from authorization from the WIC Program will be forwarded to the United States Department of Agriculture (USDA) and may be grounds for disqualification of the Vendor from other FNS Programs, including the SNAP. Such disqualification may not be subject to Administrative or Judicial Review under the Supplemental Nutrition Assistance Program.
13. The relocation of a WIC store terminates this Agreement, and the vendor must reapply for a new period of authorization and be authorized as a WIC Vendor by the WIC Program before it may operate as a WIC Vendor at the new location.
14. A Vendor who commits fraud or abuse of the Program is liable for prosecution under applicable Federal, State, or local laws, and may be, if convicted, subject to a fine of not more than \$25,000 or imprisonment for not more than 5 years or both in accordance with 7 CFR § 246.12(h)(3)(xx) and 7 CFR § 246.23(d).
15. The provisions of this Agreement are governed by Maryland law.
16. The Program may terminate this Agreement for cause after providing 15 days advance written notice of the decision to do so if it determines that such a termination would be in its best interest. The Program will pay all reasonable costs associated with this Agreement that the Vendor has incurred to the date of the termination. These costs are limited to properly redeemed food instruments. However, the Vendor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of the termination.

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17. The Program may amend this Agreement upon 15 days notice to the Vendor in order to comply with any new Federal or State laws or regulations or policies issued by the USDA. In all other instances, the Agreement may only be modified as the Program and the Vendor mutually agree in writing.
18. The Program will terminate the Agreement if the Program identifies a conflict of interest. It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval or disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, minor child, brother, or sister has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee or agent has previously complied with the provisions of State Government Section 15-501 et seq. of the Annotated Code of Maryland.
19. The Program may reassess the Vendor at any time during the Agreement period using the current selection criteria. The Program will terminate the Agreement if the Vendor fails to meet the current Vendor selection criteria.
20. The Program has sole discretion to designate the date, time, and location of all interactive Vendor training.

B. The Vendor agrees to:

1. Adhere to all applicable existing laws and regulations of the Program and any subsequently enacted as a result of State or Federal legislation.
2. Adhere to all policies and operating procedures of the Program, including those found in the WIC Application Packet, the WIC Vendor Manual, and the WIC State Plan of Operations, and including updates of these policies and procedures.
3. Process all WIC checks and fruit and vegetable checks (here and thereafter defined as food instruments) in accordance with Program regulations, policies, and procedures and make available for inspection during routine monitoring visits all food instruments in the vendor's possession at the time of the routine monitoring visit.
4. Submit food instruments for payment within the allowed time period as set forth in the Vendor Manual and request payment from the Program for problem or bank-rejected food instruments, certifying thereto that the represented service has been performed, that payment for the service has not been received, and that the amount specified is due and owing.

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5. Include in a request for payment:
 - a. The Program assigned WIC Vendor Identification Number, which is _____;
 - b. The Vendor's Federal Tax Identification, which is _____;
 - c. The Vendor's address, which is _____

6. Address all requests for payment to:

Maryland WIC Program
Fiscal Unit 201 W. Preston Street, 1st Floor
Baltimore, Maryland 21201

7. Accept food instruments from a participant (here and thereafter defined as including any parent, caretaker of an infant or child participant, and proxy) only within the allowed time period as set forth on the food instrument.

8. Provide to the participant only the supplemental foods specified on the food instrument submitted by the participant.

9. Hold the Program forever harmless for any WIC transaction completed prior to the Vendor's being authorized to operate as a WIC Vendor.

10. Provide supplemental foods at the current prices or at less than the current prices charged to other customers.

11. Not seek restitution from any participant in connection with the negotiation of a WIC food instrument or for food instruments not paid for by the Program.

12. Provide the Program with the name of the bank and the account number in which WIC food instruments are to be deposited and inform the Program immediately in writing of any change in either item.

13. Return to the Program within 15 days of termination of this Agreement all WIC Vendor Identification Stamps issued to the Vendor by the Program.

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14. Obtain, at its expense, all licenses, permits, insurance, and government approvals, if any, necessary for the Vendor's performance under the Agreement.
15. Accept responsibility for WIC food inventory of the Vendor at the termination of the Agreement or upon the termination of the Vendor from the Program.
16. Inform cashiers and other staff about Program requirements and train cashiers and other staff on Program requirements.
17. Be accountable and responsible for vendor violations committed by owners, officers, managers, agents, and employees of the vendor.
18. Offer Program participants the same courtesies offered other customers, including giving rewards to WIC participants for purchases made with WIC food instruments if rewards are given for cash purchases, allowing the use of store bonus or savings cards which provide price savings, and offering WIC customers in store promotions such as "buy 1, get one free." However, vendors may not offer incentive items solely to WIC participants.
19. Provide access, on the day of a monitoring visit, to any food instruments negotiated on the day of any monitoring reviews, at the request of the monitor.
20. Provide to WIC representatives access to all program-related records in accordance with 7 CFR § 246.12(h)(3)(xv) of the WIC Regulations.
21. Comply with the nondiscrimination provisions of 7 CFR Parts 15, 15a, and 15b and:
 - a. Not discriminate in any manner against an employee or applicant for employment because of race, color, sex, creed, national origin, age, marital status, religion, ancestry, or disability of a qualified individual with a disability;
 - b. Include a provision similar to that contained in subsection a above in any subcontract except a subcontract for standard commercial supplies or raw materials; and
 - c. Post and cause subcontractors to post in conspicuous places, available to employees and applicants for employment, notices setting forth the substance of this nondiscrimination provision.
22. Not collect sales tax on WIC food purchases.

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23. Pay all excess charges assessed by the Program in accordance with applicable regulations.
24. Notify the Program as soon as the Vendor has knowledge that it will cease operation or that there will be a change in ownership, and notify the Program immediately when a store cannot operate due to fire or other natural disaster.
25. Maintain inventory records used for Federal tax reporting purposes and all other WIC records for a period of three (3) years.
27. Participate in Annual Vendor Training sessions offered by the Program and any other Vendor training deemed appropriate by the Program.
28. Not charge the Program for foods not received by a WIC Participant.
29. Refrain from use of the WIC logo and Acronym, or close facsimiles, in the name of the vendor, store front signage, and advertising and other promotional materials. Vendor developed shelf talkers/tags must be submitted to the State WIC office for approval before use. WIC shelf talkers/tags must be accurately placed and must not misidentify food items as WIC authorized. Vendors may not apply stickers, tags or labels that have the WIC logo or acronym on WIC-approved products. Violation of this prohibition is subject to the sanction contained in COMAR 10.54.03.16 which are incorporated by reference.
30. Comply with all applicable vendor practices in accordance with COMAR 10.54.03.15.
31. Surrender improperly handled food instruments to WIC personnel upon request.

C. The Program Agrees To:

1. Advise participants of the location or locations of the store or stores that the Vendor has been authorized to operate under this Agreement.
2. Provide for the payment of the actual purchase price of WIC foods listed on properly redeemed valid Maryland WIC food instruments provided that purchase price is within the "not to exceed limits" established by the Program.
3. Provide the Vendor with annual training and materials to support the Vendor's efficient operation as a WIC Vendor in the Program, and provide the Vendor with at least one alternative date on which to attend such training.

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4. Notify the Vendor of any changes in Program regulations and operating procedures.
5. Undertake appropriate monitoring, auditing, and review of the Vendor as required by Federal and State Program rules, regulations, policies, and procedures.
6. Provide prompt and courteous assistance to the Vendor when problems or questions arise concerning the Vendor's operation as a WIC Vendor.
7. Maintain records associated with this Agreement.
8. Impose sanctions in accordance with the provisions of this Agreement, the WIC Vendor Manual and State Plan of Operations, and Federal and State regulations and laws.
9. Disqualify the Vendor for reasons of Program abuse or violation of this Agreement, the WIC Vendor Manual, the State Plan of Operations, or federal or state WIC laws or regulations, or disqualification from the Supplemental Nutrition Assistance Program or from any other FNS Program.
10. Bill for excess charges as set forth in COMAR 10.54.03.12.
11. After providing an opportunity to correct or justify such payments, deny payment to the Vendor for improperly processed food instruments and demand refunds for payments already made on improperly processed food instruments.

D. The Program's Agreement Monitor is the primary point of contact for the Program for matters relating to this Agreement. The Vendor shall contact this person immediately if the Vendor is unable to fulfill any of the requirements of the Agreement or has any questions regarding the interpretation of the provisions of the Agreement.

The Agreement MONITOR for the Program is:

Maura Shea, Chief,
Vendor Operations & Program Support
Maryland WIC Program
201 W. Preston Street, Room 103
Baltimore, Maryland 21201
410 767-5258

E. The Vendor's primary point of contact is responsible for matters relating to the Vendor's performance under this Agreement.

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The Vendor's primary point of contact is:

Name (Print or Type)

Title (Print or Type)

Business Address (Print or Type)

Business Telephone Number (Print or Type)

F. The Vendor represents and warrants that:

1. It is qualified to do business in the State of Maryland and that it will take all necessary action to remain so qualified; and
2. It is not in arrears with respect to the payment of monies owed to the State of Maryland, or any unit thereof, and that it will not become in arrears during the term of the Agreement.

G. The Agreement is between Maryland's Special Supplemental Nutrition Program for Women, Infants and Children (WIC)

and _____
Name of Vendor

and covers the following store:

STORE NAME

STORE ADDRESS

MARYLAND WIC ID#

PLEASE RETURN **BOTH** COPIES OF THE VENDOR AGREEMENT!

H. Both parties agree that the documents listed are hereby incorporated into this Agreement and made an integral part thereof:

Maryland WIC Program Vendor Application Packet

Maryland WIC Program Vendor Manual

Maryland WIC Program State Plan of Operations

Title 10 Department of Health and Mental Hygiene, Subtitle 15 Special Supplemental Nutrition Program for Women, Infants, and Children

7 CFR Section 246 Supplemental Nutrition Program for Women, Infants, and Children

In Witness Whereof, the parties hereto have set their hands and seals:

(Signatory for the Vendor)

(Signatory for the Department)

By: _____
(Vendor's Signature)

By: _____
Secretary of Health and Mental Hygiene

Or

Name (Typed or Printed)

By: _____
(Designee of the Secretary of Health and Mental Hygiene)

Title (Typed or Printed)

Date
Approved as to Form and Legal Sufficiency

Date of Signing by Secretary or Designee

This 5th Day of November 2015

By: Claire Pierson

Claire Pierson
Assistant Attorney General

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**STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE
WIC PROGRAM
VENDOR AGREEMENT**

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(to be filled in by the Program) (to be filled in by the Program)

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Now, therefore, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

A. The Parties agree to these General Provisions:

1. This Agreement is not transferable. Any change in ownership or rights of ownership, cessation of operation, or relocation of a store terminates this Agreement and the vendor's authorization to operate as a WIC vendor is ended. This Agreement does not constitute a property interest. If the vendor wishes to continue to be authorized beyond the period of its current Agreement, the vendor must reapply for authorization. If a vendor is disqualified from being a WIC vendor, the Program will terminate this Agreement, and the Vendor will have to reapply in order to be authorized after the disqualification period has ended. In all cases, the Vendor's new application will be subject to the Program's vendor selection criteria and any vendor limiting criteria in effect at the time of the reapplication. Termination of this Agreement due to change in ownership or relocation of a store may not be appealed.
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8. Except as provided elsewhere in this agreement, a store has the right to appeal a Program decision pertaining to a denial of application for authorization or a termination of or disqualification from authorization within 10 days of the date of the Vendor's receipt of the notice of denial or notice of termination.

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9. The Program may terminate a Vendor's authorization to operate as a WIC Vendor or disqualify a Vendor from authorization for reasons of program abuse, failing to adhere to WIC policies and procedures, failing to adhere to applicable State and Federal statutes and regulations, the WIC Vendor Manual, the State Plan of Operations, and/or failing to adhere to the provisions of this Agreement. The Program may also impose a civil monetary penalty in accordance with the formula outlined in 7 CFR § 246.12, in lieu of disqualification.
10. A disqualification from the Supplemental Nutrition Assistance Program (SNAP) or disqualification from any other Food and Nutrition Service (FNS) Program will result in an automatic termination from the WIC Program for the same, but not necessarily concurrent, amount of time. Vendor disqualifications resulting from SNAP disqualification are not subject to administrative or judicial review.
11. The Program may disqualify a Vendor that has been issued a civil money penalty under the SNAP pursuant to 7 CFR § 246.12 of the WIC Program Regulations.
12. Notice of a store's termination of or disqualification from authorization from the WIC Program will be forwarded to the United States Department of Agriculture (USDA) and may be grounds for disqualification of the Vendor from other FNS Programs, including the SNAP. Such disqualification may not be subject to Administrative or Judicial Review under the Supplemental Nutrition Assistance Program.
13. The relocation of a WIC store terminates this Agreement, and the vendor must reapply for a new period of authorization and be authorized as a WIC Vendor by the WIC Program before it may operate as a WIC Vendor at the new location.
14. A Vendor who commits fraud or abuse of the Program is liable for prosecution under applicable Federal, State, or local laws, and may be, if convicted, subject to a fine of not more than \$25,000 or imprisonment for not more than 5 years or both in accordance with 7 CFR § 246.12(h)(3)(xx) and 7 CFR § 246.23(d).
15. The provisions of this Agreement are governed by Maryland law.
16. The Program may terminate this Agreement for cause after providing 15 days advance written notice of the decision to do so if it determines that such a termination would be in its best interest. The Program will pay all reasonable costs associated with this Agreement that the Vendor has incurred to the date of the termination. These costs are limited to properly redeemed food instruments. However, the Vendor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of the termination.

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17. The Program may amend this Agreement upon 15 days notice to the Vendor in order to comply with any new Federal or State laws or regulations or policies issued by the USDA. In all other instances, the Agreement may only be modified as the Program and the Vendor mutually agree in writing.
18. The Program will terminate the Agreement if the Program identifies a conflict of interest. It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval or disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, minor child, brother, or sister has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee or agent has previously complied with the provisions of State Government Section 15-501 et seq. of the Annotated Code of Maryland.
19. The Program may reassess the Vendor at any time during the Agreement period using the current selection criteria. The Program will terminate the Agreement if the Vendor fails to meet the current Vendor selection criteria.
20. The Program has sole discretion to designate the date, time, and location of all interactive Vendor training.

B. The Vendor agrees to:

1. Adhere to all applicable existing laws and regulations of the Program and any subsequently enacted as a result of State or Federal legislation.
2. Adhere to all policies and operating procedures of the Program, including those found in the WIC Application Packet, the WIC Vendor Manual, and the WIC State Plan of Operations, and including updates of these policies and procedures.
3. Process all WIC checks and fruit and vegetable checks (here and thereafter defined as food instruments) in accordance with Program regulations, policies, and procedures and make available for inspection during routine monitoring visits all food instruments in the vendor's possession at the time of the routine monitoring visit.
4. Submit food instruments for payment within the allowed time period as set forth in the Vendor Manual and request payment from the Program for problem or bank-rejected food instruments, certifying thereto that the represented service has been performed, that payment for the service has not been received, and that the amount specified is due and owing.

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5. Include in a request for payment:
 - a. The Program assigned WIC Vendor Identification Number, which is _____;
 - b. The Vendor's Federal Tax Identification, which is _____;
 - c. The Vendor's address, which is _____

6. Address all requests for payment to:

Maryland WIC Program
Fiscal Unit 201 W. Preston Street, 1st Floor
Baltimore, Maryland 21201

7. Accept food instruments from a participant (here and thereafter defined as including any parent, caretaker of an infant or child participant, and proxy) only within the allowed time period as set forth on the food instrument.

8. Provide to the participant only the supplemental foods specified on the food instrument submitted by the participant.

9. Hold the Program forever harmless for any WIC transaction completed prior to the Vendor's being authorized to operate as a WIC Vendor.

10. Provide supplemental foods at the current prices or at less than the current prices charged to other customers.

11. Not seek restitution from any participant in connection with the negotiation of a WIC food instrument or for food instruments not paid for by the Program.

12. Provide the Program with the name of the bank and the account number in which WIC food instruments are to be deposited and inform the Program immediately in writing of any change in either item.

13. Return to the Program within 15 days of termination of this Agreement all WIC Vendor Identification Stamps issued to the Vendor by the Program.

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14. Obtain, at its expense, all licenses, permits, insurance, and government approvals, if any, necessary for the Vendor's performance under the Agreement.
15. Accept responsibility for WIC food inventory of the Vendor at the termination of the Agreement or upon the termination of the Vendor from the Program.
16. Inform cashiers and other staff about Program requirements and train cashiers and other staff on Program requirements.
17. Be accountable and responsible for vendor violations committed by owners, officers, managers, agents, and employees of the vendor.
18. Offer Program participants the same courtesies offered other customers, including giving rewards to WIC participants for purchases made with WIC food instruments if rewards are given for cash purchases, allowing the use of store bonus or savings cards which provide price savings, and offering WIC customers in store promotions such as "buy 1, get one free." However, vendors may not offer incentive items solely to WIC participants.
19. Provide access, on the day of a monitoring visit, to any food instruments negotiated on the day of any monitoring reviews, at the request of the monitor.
20. Provide to WIC representatives access to all program-related records in accordance with 7 CFR § 246.12(h)(3)(xv) of the WIC Regulations.
21. Comply with the nondiscrimination provisions of 7 CFR Parts 15, 15a, and 15b and:
 - a. Not discriminate in any manner against an employee or applicant for employment because of race, color, sex, creed, national origin, age, marital status, religion, ancestry, or disability of a qualified individual with a disability;
 - b. Include a provision similar to that contained in subsection a above in any subcontract except a subcontract for standard commercial supplies or raw materials; and
 - c. Post and cause subcontractors to post in conspicuous places, available to employees and applicants for employment, notices setting forth the substance of this nondiscrimination provision.
22. Not collect sales tax on WIC food purchases.

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23. Pay all excess charges assessed by the Program in accordance with applicable regulations.
24. Notify the Program as soon as the Vendor has knowledge that it will cease operation or that there will be a change in ownership, and notify the Program immediately when a store cannot operate due to fire or other natural disaster.
25. Maintain inventory records used for Federal tax reporting purposes and all other WIC records for a period of three (3) years.
27. Participate in Annual Vendor Training sessions offered by the Program and any other Vendor training deemed appropriate by the Program.
28. Not charge the Program for foods not received by a WIC Participant.
29. Refrain from use of the WIC logo and Acronym, or close facsimiles, in the name of the vendor, store front signage, and advertising and other promotional materials. Vendor developed shelf talkers/tags must be submitted to the State WIC office for approval before use. WIC shelf talkers/tags must be accurately placed and must not misidentify food items as WIC authorized. Vendors may not apply stickers, tags or labels that have the WIC logo or acronym on WIC-approved products. Violation of this prohibition is subject to the sanction contained in COMAR 10.54.03.16 which are incorporated by reference.
30. Comply with all applicable vendor practices in accordance with COMAR 10.54.03.15.
31. Surrender improperly handled food instruments to WIC personnel upon request.

C. The Program Agrees To:

1. Advise participants of the location or locations of the store or stores that the Vendor has been authorized to operate under this Agreement.
2. Provide for the payment of the actual purchase price of WIC foods listed on properly redeemed valid Maryland WIC food instruments provided that purchase price is within the "not to exceed limits" established by the Program.
3. Provide the Vendor with annual training and materials to support the Vendor's efficient operation as a WIC Vendor in the Program, and provide the Vendor with at least one alternative date on which to attend such training.

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4. Notify the Vendor of any changes in Program regulations and operating procedures.
5. Undertake appropriate monitoring, auditing, and review of the Vendor as required by Federal and State Program rules, regulations, policies, and procedures.
6. Provide prompt and courteous assistance to the Vendor when problems or questions arise concerning the Vendor's operation as a WIC Vendor.
7. Maintain records associated with this Agreement.
8. Impose sanctions in accordance with the provisions of this Agreement, the WIC Vendor Manual and State Plan of Operations, and Federal and State regulations and laws.
9. Disqualify the Vendor for reasons of Program abuse or violation of this Agreement, the WIC Vendor Manual, the State Plan of Operations, or federal or state WIC laws or regulations, or disqualification from the Supplemental Nutrition Assistance Program or from any other FNS Program.
10. Bill for excess charges as set forth in COMAR 10.54.03.12.
11. After providing an opportunity to correct or justify such payments, deny payment to the Vendor for improperly processed food instruments and demand refunds for payments already made on improperly processed food instruments.

D. The Program's Agreement Monitor is the primary point of contact for the Program for matters relating to this Agreement. The Vendor shall contact this person immediately if the Vendor is unable to fulfill any of the requirements of the Agreement or has any questions regarding the interpretation of the provisions of the Agreement.

The Agreement MONITOR for the Program is:

Maura Shea, Chief,
Vendor Operations & Program Support
Maryland WIC Program
201 W. Preston Street, Room 103
Baltimore, Maryland 21201
410 767-5258

E. The Vendor's primary point of contact is responsible for matters relating to the Vendor's performance under this Agreement.

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The Vendor's primary point of contact is:

Name (Print or Type)

Title (Print or Type)

Business Address (Print or Type)

Business Telephone Number (Print or Type)

F. The Vendor represents and warrants that:

1. It is qualified to do business in the State of Maryland and that it will take all necessary action to remain so qualified; and
2. It is not in arrears with respect to the payment of monies owed to the State of Maryland, or any unit thereof, and that it will not become in arrears during the term of the Agreement.

G. The Agreement is between Maryland's Special Supplemental Nutrition Program for Women, Infants and Children (WIC)

and _____
Name of Vendor

and covers the following store:

STORE NAME

STORE ADDRESS

MARYLAND WIC ID#

PLEASE RETURN **BOTH** COPIES OF THE VENDOR AGREEMENT!

H. Both parties agree that the documents listed are hereby incorporated into this Agreement and made an integral part thereof:

Maryland WIC Program Vendor Application Packet

Maryland WIC Program Vendor Manual

Maryland WIC Program State Plan of Operations

Title 10 Department of Health and Mental Hygiene, Subtitle 15 Special Supplemental Nutrition Program for Women, Infants, and Children

7 CFR Section 246 Supplemental Nutrition Program for Women, Infants, and Children

In Witness Whereof, the parties hereto have set their hands and seals:

(Signatory for the Vendor)

(Signatory for the Department)

By: _____
(Vendor's Signature)

By: _____
Secretary of Health and Mental Hygiene

Or

Name (Typed or Printed)

By: _____
(Designee of the Secretary of Health and Mental Hygiene)

Title (Typed or Printed)

Date
Approved as to Form and Legal Sufficiency

Date of Signing by Secretary or Designee

This 5th Day of November 2015

By: Claire Pierson

Claire Pierson
Assistant Attorney General

Minimum Required Stock

The minimum required stock is the specific types, sizes and amounts of WIC authorized foods that must be in a vendor's store during business hours. The stock must be in either the store or the store's stockroom. Expired foods do not count toward the minimum required stock.

See current Authorized Foods List for allowed brands, varieties, and other food specifications.

Item	Type	Size	Varieties	Quantity
Milk	Whole	gallons	–	4
	1% or Fat Free	gallons	–	10
Cheese	Domestic, block or sliced	16 oz.	4 varieties	6
Eggs	White, medium or large	dozen	–	6
Beans	Dry	1 pound	2 varieties	3
	Canned, packed in water	15 - 16 oz.	3 varieties	12
Peanut Butter	Plain, smooth, creamy, crunchy, or extra crunchy	16 -18 oz.	1 brand	6
Canned Fish	Chunk Light Tuna, packed in water	5 - 6 oz.	2 varieties	30 oz.
	Pink Salmon, packed in water	5 - 7.5 oz.		
	Sardines, packed in water	3.75 oz.		
Cereal	Corn, Wheat, Oats or Rice	18 oz. or larger	2 varieties	6 boxes
	Whole Grain Wheat or Oats	18 oz. or larger	2 varieties	6 boxes
	Hot Cereal	11.8 oz. or larger		1
Fruits & Vegetables	Fresh, whole, cut, loose or pre-packaged Frozen Canned	–	2 varieties of fruits and 2 varieties of vegetables	\$32 total value
Juice	Unsweetened 100% Fruit Juice	64 oz.	2 varieties	6
	Frozen Concentrate 100% Fruit Juice	11.5 - 12 oz.	2 varieties	6

Note: Minimum Required Stock chart continued on reverse side.

Minimum Required Stock – continued

Item	Brand or Type	Size	Varieties	Quantity
Breads, Rolls, Tortillas, and Rice	100% Whole Grain or Wheat Bread	16 oz.	At least 2 varieties of either Bread, Rolls, Tortillas or Rice	Total inventory: 4 pounds
	100% Whole Grain or Wheat Rolls	15 - 16 oz.		
	Soft Corn or Whole Wheat Tortillas	16 oz.		
	Brown Rice, dry, plain	16 oz.		
Infant Formula	SIMILAC ADVANCE (milk-based) as specified by the WIC infant formula rebate contract	12.4 oz.	Powdered	27
	SIMILAC ADVANCE (milk-based) as specified by the WIC infant formula rebate contract	13 oz.	Liquid Concentrate	17
	GERBER GOOD START SOY (soy-based) as specified by the WIC infant formula rebate contract	12.9 oz.	Powdered	10
	GERBER GOOD START SOY (soy-based) as specified by the WIC infant formula rebate contract	12.1 oz.	Liquid Concentrate	19
Infant Cereal	Dry, as specified by WIC infant cereal rebate contract	8 or 16 oz.	2 varieties 1 must be Rice	6
Infant Fruits	Plain or combination of fruits	3.5 or 4 oz.	2 varieties	16
Infant Vegetables	Plain or combination of vegetables	3.5 or 4 oz.	2 varieties	16
Infant Meat	Plain	2.5 oz.	2 varieties	31

Maryland WIC

Better Nutrition Brighter Future

Maryland WIC Authorized Vendor Infant Formula Supplier Directory

Below are infant formula sources for Maryland WIC authorized vendors. As a Maryland WIC authorized vendor, infant formula may only be obtained from the sources provided in this directory. If you do not see your current source listed please contact this office at 410-767-5258 for guidance. **Note: You may have a different address for the same sources, which is acceptable.** You may change your source at any time provided your new source is listed. This directory will be updated annually and is also available online at www.mdwic.org

Manufacturer

Abbott Laboratories	3300 Stelzer Road, Columbus, OH 43219-7677
Mead Johnson	2400 W. Lloyd Expressway, Evansville, IN 47721
Nestle USA	800 North Brand Boulevard, Glendale, CA 91203
Nutricia North America	9900 Belward Drive, Suite 100, Rockville, MD 20850
Solus Products, LLC	6262 Lapas Trail, Indianapolis, IN 46268

Distributor

Cardinal Health	1120 Commerce Boulevard, Swedesboro, NJ 08085
Delhaize	Lot 16 Commerce Avenue, Greencastle, PA 17225
Jetro	3405 Annapolis Road, Baltimore, MD 21227
Lancaster Distribution Center	500 S. Muddy Creek Road, Denver, PA 17517
Moran Foods, Inc./Save-a-Lot Distribution Center	29 W. Gateway Commerce Center, Edwardsville, IL 62026
Nash Finch Company	6304 Landover Road, Landover, MD 20785
Rite Aid Corp.	Mid Atlantic Ctl Prods Area 2, 601 Chelsea Road, Aberdeen, MD
Supervalu, Inc	Richfood Avenue, Mechanicsville, VA 23116
Toys R Us Inc Warehouse 8301	7106 Geoffrey Way, Frederick, MD 21704

Wholesaler

B-Green Cash & Carry	1300 S. Monroe Street, Baltimore, MD 21230
Bell's Wholesale Grocery, Inc.	211 Meadows Ridge Drive, Mt. Norris, PA 15349
Bozzuto's, Inc.	275 Schoolhouse Road, Chesire, CT 06410
C & S Wholesale Grocers	100 Quality Circle, Suite 107, Harrisburg, PA 17112
McKesson Drug Co.	4027 Martinsburg Pike, Winchester, VA 22624