

WIC VENDOR AGREEMENT BETWEEN THE STATE OF WISCONSIN

Department of Health Services
Special Supplemental Nutrition Program for Women, Infants and Children (WIC)
PO Box 2659, Madison, Wisconsin 53701-2659

And VENDOR:

This Agreement is entered into between the Wisconsin Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program) of the State of Wisconsin Department of Health Services, Division of Public Health (Department), and the Retail Grocery or Pharmacy (Vendor). This Agreement will be for a period beginning November 1, 2022, or the initial authorization date, and will expire on October 31, 2025. The Department will terminate the Agreement if it determines that the Vendor has provided false information in connection with its application for authorization. Either party may choose to terminate the Agreement for cause after providing not less than 15 days advance written notice, subject to any applicable appeal rights under Wis. Admin. Code ch. DHS 149.

The Vendor 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 reapply for authorization. If a Vendor is disqualified, the Department will terminate the Agreement and the Vendor will have to reapply in order to be authorized after the period of disqualification is over. In all cases, the Vendor's new application will be subject to the Vendor selection criteria and any Vendor-limiting criteria in effect at the time of reapplication.

The Department may reassess the Vendor at any time during the Agreement period using the current Vendor selection criteria. The Department may terminate this Agreement if the Vendor fails to meet the current Vendor selection criteria.

A. The VENDOR Agrees To:

General terms. The Vendor shall:

1. Comply with the terms of this Agreement and applicable WIC Program rules and regulations, including Wis. Admin. Code ch. [DHS 149](#), [Wis. Stat. § 253.06](#), and [7 CFR 246](#). If during the contract period any of these sections are amended, the Vendor is required to comply with all amendments;
2. Comply with WIC policies and procedures as stated in the completed application form, the stock price survey, and the WIC Vendor Manual;
3. Comply with amendments and updates made during the contract period by the Department including the WIC Shopping Guide, memos, and any additional formal instructions;
4. Comply with current Food and Nutrition Services (FNS) WIC Electronic Benefit Transfer (EBT) Operating Rules and Technical Implementation Guide; and
5. Comply with all terms and conditions of authorization.

Nondiscrimination.

6. The Vendor shall comply with all of the requirements of title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., Executive Order 13166 and guidance found at 65 Fed. Reg. 50123 (Aug. 16, 2000)), title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 et seq. and implementing regulations found at 28 C.F.R. part 35, title II, subtitle A), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq. and implementing regulations found at 45 C.F.R. part 91), and Department of Agriculture regulations on nondiscrimination (7 C.F.R. parts 15, 15a and 15b), and FNS instructions (FNS Instruction Number 113-1 (Nov. 8, 2005)) to ensure that no person shall, on the grounds of race, color, national origin, age, sex (including gender identity and sexual orientation), or disability, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the Department; and

The Department shall review and monitor the Vendor's activity to ensure compliance with these nondiscrimination provisions and Vendor shall cooperate with the Department in any complaint investigations, monitoring, or enforcement related to civil rights compliance of Vendor under this Agreement.

Eligibility and Limitations.

7. The Vendor must demonstrate their cash register system or payment equipment is WIC EBT capable, meaning the Vendor's equipment and software is able to accurately scan or enter WIC approved food Universal Product Code (UPC) or Price Lookup code, match them to the Approved Product List (APL), determine if the WIC food balance in the participant's account is sufficient to purchase the item, and calculate the amount of the transaction. The electronic cash register (ECR) system, if multi-functional/integrated, must do this while managing WIC and non-WIC items, the sales tax for non-WIC items, and a variety of promotions or discounts, as appropriate;
8. Derive less than 50 percent of annual food sales from eWIC transactions at time of initial authorization unless the Department determines the vendor is necessary for participant access;
9. Purchase WIC approved infant formula, liquid nutritional or medical nutritional products provided to eWIC cardholders only from a supplier on the authorized infant formula supplier list;
10. Maintain regular, established hours of operation. This includes a minimum of two 4-hour blocks of time on each of five days per week. Daily operating hours must be consistent from week to week;
11. Demonstrate business integrity;
12. Provide an active email address of a responsible party, such as a corporate contact, store management, or other designated party, to receive, share, and respond to communication from the Department in a timely manner;
13. Upon termination of this Agreement, a Vendor using single-function, stand-beside equipment becomes responsible for any monthly payments incurred until the equipment is returned to the WIC EBT contractor. This includes a Vendor who is sanctioned for program violations effective on the date of termination;
14. A Vendor must ensure ECR self-checkout lanes are separately certified by the WIC EBT contractor and approved by the Department prior to implementation;
15. A Vendor must ensure online ordering eCommerce systems with curbside or in-store payment are approved by the Department prior to use;
16. All online ordering and payment systems, if approved by [7 CFR 246](#), must be certified by the WIC EBT contractor and approved by the Department prior to use;
17. The Vendor, if participating in the FNS Supplemental Nutrition Assistance Program (SNAP), must be in good standing with no active disqualification;
18. The Vendor must maintain the appropriate license(s) or permit(s) required by the city, county, or state entity; including but not limited to the license or permit to sell potentially hazardous foods per Wis. Admin. Code ch. ATCP 75;
19. Maintain the establishment in a clean, orderly, and safe condition;
20. The Vendor must charge cost competitive prices throughout the contract, even if individual prices are within the Not to Exceed (NTE) limits;
21. Multi-function WIC EBT capable equipment, either stand-beside or integrated, is required for Vendor authorization, unless the Department determines that the Vendor is necessary for participant access;
22. Operate a certified WIC EBT capable system or equipment prior to accepting eWIC cards for purchase which performs online eWIC transactions in accordance with current published rules, policies, and specifications, including:
 - a. FNS WIC EBT Operating Rules; and
 - b. Technical Implementation Guidelines (TIG);
23. Provide, at a minimum, one WIC EBT capable multi-function equipment or system for every \$8,000 in monthly WIC redemption up to the total number of checkout lanes at stores with 1 – 4 cash registers, or for every \$11,000 in monthly WIC redemption up to the total number of checkout lanes at stores with 5 or more cash registers. A Vendor using stand-beside equipment may elect to contract for additional equipment, up to the total number of checkout lanes, at their own expense;

24. A Vendor currently using multi-function, stand-beside equipment for eWIC transaction processing may not convert to single-function equipment after authorization, unless approved by the Department; and
25. A Vendor using multi-function, stand-beside equipment who is subsequently sanctioned by SNAP will continue to pay ongoing maintenance and operational costs of that equipment, pending the outcome of any appeal or judicial review. The Department will not view that equipment as single-function.

General Business operations. The Vendor shall

26. Accept WIC food instruments, WIC EBT, from eWIC cardholders entering the Personal Identification Number (PIN) or other approved authentication method;
27. Offer the same service and consideration to WIC participants and eWIC cardholders as offered to other customers;
28. Provide only approved foods in exchange for valid benefits issued by the Department as follows:
 - a. Sell only approved foods as allowed by the APL; and
 - b. Map UPCs for approved fresh fruit and vegetable items to a generic (4469) or like item PLU in the APL;
29. Provide the capability for eWIC cardholders to complete a balance inquiry while in the store, without requiring a purchase to be made;
30. Complete WIC EBT (eWIC) transactions using the processes described in the WIC Vendor Manual;
31. Process all transaction types required by the Department. At a minimum this includes balance inquiry, purchase, void, and reversal;
32. Complete eWIC transactions with no minimum purchase amounts or quantities required;
33. Ensure all cashiers are trained in the proper acceptance and processing of eWIC transactions;
34. Scan or manually enter the actual UPC or PLU affixed to the approved food presented by the eWIC cardholder. Each item must be scanned or entered individually;
35. Sell each WIC approved food at the same price charged to other non-WIC customers;
36. Request reimbursement from the Department for the actual approved items purchased and received by the eWIC cardholder;
37. Allow the purchase of all approved foods presented by the eWIC cardholder as allowed by the POS system;
38. Accept only one eWIC card per transaction;
39. Allow eWIC cardholders to use any other type of payment method available to other customers, including cash, SNAP, credit, or debit card to pay the difference if the purchase price exceeds the dollar value of the Cash Value Benefit (CVB) for approved fresh, frozen or canned produce items;
40. Accept any manufacturer's coupons, in accordance with store policies, and honor store promotions for WIC approved food when processing eWIC transactions, in compliance with the FNS WIC EBT Operating Rules;
41. Accept as payment in full the lesser of the shelf price requested for the WIC approved food or the Department calculated Not-To-Exceed (NTE) price for that product. Coupon discounts, coupon reductions, price matching, or free items are applied to the purchase transaction before accepting payment from the eWIC cardholder;
42. Ensure the eWIC redemption process allows the eWIC cardholder to enter PIN in a manner which protects the security of the PIN. The eWIC card, along with the PIN or other approved secure authentication method, is the sole source of identification needed in processing an eWIC transaction;
43. Keep all eWIC cardholder information confidential;
44. Provide the eWIC cardholder a printed or electronic receipt, which, at a minimum, shows the last four digits of the card number, store name and address, the date and time of the transaction, purchased food items including quantity, description and unit of measure, unit cost, total purchase price, benefit expiration date, and the remaining balance of available benefits;
45. Ensure electronic cash register (ECR) system or stand-beside equipment availability for eWIC processing during all hours the store is open for business;
46. Request re-certification of the Vendor's integrated ECR system if the Vendor alters/revises the system in any manner that impacts its eWIC transaction processing capabilities;

47. Comply with terms of the WIC EBT Contractor Merchant Agreement, if using stand-beside equipment;
48. Ensure the most current Wisconsin APL is downloaded to the Vendor's ECR system or stand-beside equipment;
49. Follow Department procedure to submit new UPC codes for consideration to be added to the APL;
50. Affix the Department-issued "WIC Accepted Here" register decal to each checkout lane in which eWIC transactions are processed;
51. Manually enter the eWIC card number if the card fails when swiped. The eWIC card must be physically present at the time of purchase;
52. Provide timely transaction documentation as requested by the Department and fully cooperate in the resolution of any dispute arising in relation to eWIC transactions and redemptions;
53. Maintain required records for the greater of three (3) years after final payment is received or after all pending matters have been resolved. This includes the Vendor's purchase and inventory records for WIC approved food for which the Vendor has claimed reimbursement from the Department;
54. Return any eWIC cards left at the store or on the store property to the Department, if unclaimed for 24 hours, by mailing the cards to the address listed on the back of the card;
55. Accept liability for incorrect redemption of benefits (e.g., providing an item not authorized by the Department or not available in the cardholder's account);
56. Pharmacy vendors agree to order infant formula, liquid nutritional or medical products at the request of an eWIC cardholder or the local WIC agency and establish a procedure with a distributor or manufacturer which would enable the pharmacy to supply the products within a reasonable time upon request;
57. Maintain the required minimum stock at all times in the customer area of the store for purchase by eWIC cardholders. "Minimum stock" means the categories, approved sizes, and quantities of WIC approved foods specified on the Stock Price Survey and in the WIC Vendor Manual. NOTE: Stores with infant formula theft problems may keep the minimum required amount of infant formula in a secure area. A notice of the location and prices must be posted in the area where the eWIC cardholder would expect to find the infant formula;
58. Provide WIC approved foods which are fresh and have not exceeded their "sell by," "best if used by," or other date limiting the sale or use of the food item;
59. Display the prices of WIC approved foods on the foods, on the shelves in proximity to the foods, or in the immediate area where the foods are kept in the customer area of the store;
60. Submit an accurate Stock Price Survey to the Department upon request indicating the non-sale prices of the WIC approved foods;
61. Take responsibility for the actions of all employees of the Vendor's business. "Employee" means anyone performing tasks associated with the Vendor's business, whether paid or unpaid; and
62. Use verifiable form of payment for purchases of WIC approved food and the purchase of property for WIC purposes.

Prohibited practices. The Vendor shall:

63. NOT confiscate the eWIC card, or ask for, or enter the cardholder's PIN;
64. NOT ask for or require additional forms of identification from the eWIC cardholder;
65. NOT buy or sell an eWIC benefit for cash;
66. NOT sell, in exchange for an eWIC benefit any of the following:
 - a. A firearm.
 - b. Ammunition.
 - c. An explosive.
 - d. A controlled substance.
 - e. Alcohol.
 - f. An alcoholic beverage.
 - g. A tobacco product.

- h. Non-food items.
 - i. Rain checks.
 - j. Store credit.
 - k. Unapproved food.
67. NOT allow online eWIC payments originating from an online order. If during the contract period, 7 CFR 246 is amended to allow online eWIC payments, with pick-up or delivery of WIC EBT benefits, the vendor's online eWIC system must comply with the amendments and be approved by the Department;
 68. NOT increase prices of approved foods to levels which would make the Vendor ineligible for authorization;
 69. NOT charge eWIC cardholders more than the current shelf price for an approved food;
 70. NOT charge eWIC cardholders prices which are higher than prices charged to other non-WIC customers;
 71. NOT charge more than the maximum price for WIC approved foods as compared to the prices charged by other Vendors in the same Vendor peer group;
 72. NOT charge for approved food which is not received by an eWIC cardholder;
 73. NOT charge or collect sales tax on approved food;
 74. NOT charge the eWIC cardholder any fee, either directly or indirectly, arising out of or associated with operating, maintaining, or processing eWIC transactions;
 75. NOT provide refunds or permit exchanges for approved foods obtained with eWIC benefits, except for exchanges of an identical approved food item when the original item is defective, spoiled, or has exceeded its "sell by," "best if used by," or other date limiting the sale or use of the food item. "Identical approved food item" means the exact brand and size as the original item obtained and returned by the participant unless allowed by the Department by prior approval;
 76. NOT provide cash for returned WIC approved food or transaction errors;
 77. NOT provide coupons, certificates, or lottery tickets redeemable for cash, alcoholic beverages, tobacco products, or non-WIC items, that are contingent upon the redemption of an eWIC benefit;
 78. NOT require a minimum number of items or dollar amount per transaction;
 79. NOT charge the Department any fee arising out of, or associated with, operating, maintaining or processing eWIC transactions;
 80. NOT claim reimbursement for the sale of a specific approved food in an amount which exceeds the Vendor store's documented inventory of that food for the same period of time;
 81. NOT provide incentive items to eWIC cardholders dependent upon redeeming some or all of their benefits;
 82. NOT allow a person with an unacceptable history with the Department to have any financial interest or participate in any business activity, paid or unpaid. If the person with unacceptable history is the property owner or landlord the individual may be on the premises only for building management purposes;
 83. NOT redeem eWIC benefits issued to themselves or any relative at a store owned by the same family. A Vendor is exempt from this rule if there is no other WIC authorized grocery store within a 10-mile radius from the vendor location;
 84. NOT receive or redeem eWIC benefits on behalf of a retailer that is not an authorized Vendor;
 85. NOT redeem eWIC benefits for food purchased or received at an address other than the store address that appears on the authorized Vendor's application with the exception of certified and Department pre-approved online ordering, purchasing, and/or delivery system transactions;
 86. NOT purchase infant formula, liquid or medical nutritional products from sources including online or Internet sellers unless they are included on the infant formula supplier list;
 87. NOT contact, question, or seek restitution from participants, parents, caretakers, or cardholders for eWIC benefits not paid or only partially paid by the Department;
 88. NOT use the multiply or quantity function of the ECR system or POS stand-beside equipment during eWIC transactions;

89. NOT restrict eWIC cardholders to a single checkout lane when multiple checkout lanes are open and WIC EBT capable;
90. NOT scan codes using a UPC codebook or reference sheet. The Vendor is prohibited from scanning any UPC as a substitute, replacement, or scanning a UPC that is otherwise not actually affixed to the item being purchased by the eWIC cardholder; and
91. NOT use WIC, SNAP, or any other government assistance program benefits to purchase WIC approved foods for resale at the authorized store location.

Files, signs, and recordkeeping. The Vendor shall:

92. Display a sign, sticker, or other evidence of authorization as a WIC Vendor, furnished by the Department, in an area visible to eWIC cardholders;
93. Keep on file in the store a copy of or electronic access to the WIC Vendor Manual, this Agreement, updates, and amendments received from the Department;
94. Have the current WIC Shopping Guide readily accessible at each staffed register;
95. Allow the Department or designee to monitor the store for compliance with WIC rules at the time of the visit and without prior notification;
96. Allow the Department to audit the Vendor's inventory and invoice records to determine whether the Vendor is in compliance with applicable federal and state laws, regulations, and rules as an authorized Vendor such that the claimed reimbursement for the sale of WIC approved foods is in an amount which does not exceed the Vendor's documented inventory for that food for the same time period;
97. Provide, in a timely manner, all information or records requested by the Department during the Agreement period;
98. Maintain for a period of three (3) years and provide access to paper or electronic records used for state or federal tax reporting purposes and other WIC Program records including: inventory records showing all purchases, wholesale and retail, in the form of invoices, books of account, and other pertinent records. All purchase records or invoices shall reflect the following:
 - a. Name and address of the supplier or wholesaler;
 - b. Name and address of the purchaser (if receipt is from wholesaler);
 - c. Date of purchase, including month, day, and year;
 - d. List of the items purchased including, size, stock number (if available), UPC code, quantity, and unit price;
 - e. Method of payment; and
 - f. Sales receipts for WIC approved foods purchased at retail grocer (for resale by the Vendor) must include the name and address of the store, the date of purchase, description of the items purchased, the unit price of the items, and the total quantity purchased.
99. Make available upon the request of representatives of the Department, the United States Department of Agriculture, or the Comptroller General of the United States, all eWIC cards in the Vendor's possession and all required inventory and accounting records for inspection and audit.

WIC logo. The Vendor shall:

100. Use the acronym "WIC" or the WIC logo only to identify the Vendor as an authorized Vendor and to identify approved foods in the store. No Vendor may include the acronym "WIC" in the name under which the Vendor is registered in the WIC Program or in the name under which the Vendor does business. No Vendor may include the WIC logo or close facsimiles of the WIC logo, in total or in part, in the name under which the Vendor is registered in the WIC Program or in the name under which the Vendor does business; and
101. NOT include references to alcohol or tobacco products on signage or advertisement which also includes the WIC acronym or logo.

Duty to notify. The Vendor shall:

102. Notify the Department at least 15 days prior to the change of location, name, address, management, corporate officers, and majority stockholders;
103. Notify the Department within 15 days if the Vendor's current status with the Wisconsin Department of Financial Institutions (DFI), if applicable, is dissolved;

104. Notify the Department or local WIC agency of any instance where a cardholder fails to comply with WIC program requirements by using the Department's Vendor/Participant Complaint form;
105. Notify the Department upon termination of this Agreement due to voluntary termination, change of ownership, or when the store ceases operation; and
106. Return all leased stand-beside POS equipment following termination or disqualification from the WIC Program.

Training. The Vendor shall:

107. Participate directly or designate a person to participate in annual and other types of training of WIC program requirements as required by the Department; and
108. Participate in face-to-face or interactive virtual training as required by the Department.

Responsibility. The Vendor shall:

109. Comply with applicable federal, state, and local health protection laws and ordinances as updated;
110. Implement a corrective action plan if imposed by the Department; and
111. Be fully responsible for the actions and any violations of this Agreement committed by its owners, officers, managers, employees, agents, representatives, or other individuals who directly or indirectly participate in the Vendor's operations.

B. The DEPARTMENT Agrees To:

1. Provide administrative oversight to ensure vendors meet compliance and integrity requirements in accepting and processing eWIC transactions;
2. Provide training to store representatives, as needed, on WIC policies and procedures;
3. Provide annual training;
4. Provide networks and host processing for eWIC transactions which provide online and real-time approval;
5. Provide notice of planned eWIC system maintenance and outages;
6. Make available daily the most current APL containing a complete listing of products which are approved for redemption by the Department through its eWIC contractor;
7. Evaluate and approve or deny eWIC systems, including new integrated POS systems, self-checkout lanes, online ordering with curbside or in-store payment, and online ordering and payment systems, if allowed by 7CFR 246;
8. Compile and maintain a list of certified WIC EBT-capable systems for Vendor applicants to consider;
9. Encourage commercial development of integrated eWIC systems and offer a leased, stand-beside equipment via a designated eWIC Contractor to those vendors electing to use this option;
10. Pay ongoing maintenance and operational costs of the minimum required quantity of single-function equipment for those vendors designated by the Department as necessary for participant access. The eWIC contractor will continue to provide the single-function equipment and customer support services;
11. Establish a calculated NTE price for each WIC approved food item and use this NTE in reimbursing vendors for items purchased by the eWIC cardholder;
12. Make payment to the Vendor for actual retail costs for eWIC benefits accepted and redeemed in compliance with the conditions contained in Section A above, Wis. Admin. Code ch. DHS 149, and the WIC Vendor Manual;
13. Reimburse (settle to) the Vendor for all approved eWIC transactions that are made in accordance with applicable state and federal rules and requirements. Settlement will make use of commercial payment system settlement practices. Settlement amounts may differ from requested amounts because:
 - a. The price of the food items within a transaction exceeds the NTE price designated by the Department for that food item and quantity or exceeds the Vendor's shelf price for the food purchased;
 - b. Not all of the food items within a transaction are approved; or
 - c. Adjustments for previous transactions are applied;

14. Deny payment for improperly transacted eWIC purchases or initiate a claim for payments already made on improperly redeemed eWIC purchases or prices submitted above the calculated cost competitive pricing for appropriate peer group;
15. Provide written notification to the Vendor before imposing a sanction for a pattern of incidents, unless the Department determines, in its discretion, on a case-by-case basis, that notifying the Vendor would compromise an investigation;
16. At the discretion of the Department, information may be shared with all authorized vendors and vendor applicants regarding sanctions that have been imposed against any vendor, identifying only the vendor's name, address, length of the disqualification or amount of the civil money penalty, and a summary of the reason for such sanction provided in the notice of adverse action. Such information may be disclosed only following the exhaustion of all administrative and judicial review procedures, in which the Department has prevailed, regarding the sanction imposed on the subject vendor, or the time period for requesting such review has expired; and

17. **USDA Nondiscrimination Statement**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language, etc.), should contact the responsible state or local agency that administers the program or USDA'S TARGET Center at 202-720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at 800-877-8339

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf> from any USDA office, by calling 866-632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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: 833-256-1665 or 202-690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

C. Sanctions for Fraud or Abuse:

1. The Department shall permanently disqualify the Vendor from participation in the WIC Program if the Vendor is convicted of providing cash or of selling a firearm, ammunition, explosive or controlled substance in exchange for a WIC food instrument. Disqualification of the Vendor shall be effective upon mailing the notice of administrative action by the Department to the Vendor's last known address of record with the WIC Program. The Department may not impose a civil money penalty in lieu of a permanent disqualification;
2. The Department may disqualify a Vendor from participation in the WIC Program or take other appropriate actions for violations of the WIC Program requirements as outlined in Wis. Stat. § 253.06, and Wis. Admin. Code ch, DHS 149. If during the contact period any of these sections are amended, the Vendor is required to comply with all amendments;

3. If an individual, partnership, corporation, or other business structure is convicted of a criminal offense involving WIC, SNAP, or any other program operated by the USDA FNS, all grocery stores and pharmacies wholly or partially owned or managed by the convicted individual, partnership, corporation, or other business structure, or by a partner of a convicted partnership or an officer, director, or majority stockholder of a convicted corporation, shall be terminated from WIC Vendor authorization and shall be disqualified from future WIC Vendor authorization for the maximum disqualification period allowed by federal law. This termination and disqualification shall occur whether or not the grocery store or pharmacy was the location at which the crime occurred, and regardless of any penalty imposed upon the convicted party by the court of conviction;
4. Department sanctions for program abuse shall not be construed as excluding or replacing any criminal or civil sanctions or other remedies that may be applicable under any federal and state statute or local ordinance. A Vendor who commits fraud or abuse of the program is liable to prosecution under applicable federal, state, or local laws;
5. The Department will, where appropriate, refer vendors who abuse the program to federal, state, and local authorities for prosecution; and
6. When a store location is currently involved in the audit process or has been sanctioned by WIC or SNAP and is in the appeal process, authorization of a new owner may be denied at this location until completion of audit or appeal decision is rendered.

D. Vendor Appeals:

Vendor appeals are governed by 7 CFR 246.18, Wis. Stat. ch. 227 Subch. III, § 253.06, Wis. Admin. Code chs. HA 1, and DHS 149.

E. General Conditions:

1. The Department will terminate this Agreement if it identifies a conflict of interest, as defined by applicable state laws, regulations, and policies, between the Vendor and the Department or its local agencies;
2. The Department reserves the right to amend this Agreement upon thirty (30) days' notice; and
3. Neither party has any requirement to renew this Agreement.

This Agreement, the rules and regulations as may be amended referenced within, together with the WIC Vendor Manual contain all terms and conditions agreed upon by the parties. By signing this Agreement, the Vendor agrees they have read, understand, and will comply with the terms in this Agreement. The Vendor also agrees to comply with conditions stated in: 7 CFR 246, Wis. Stat. § 253.06, Wis. Admin. Code ch. DHS 149, the completed application form, stock price surveys, the WIC Vendor Manual, WIC Shopping Guide, memos, other formal instructions, and terms of participation issued to Vendors by the Department.

The undersigned represents they are an owner or have other legal authority to represent the Vendor.

For initial applicants, this Agreement is effective when training is completed, and the WIC Vendor Manual and authorized WIC Vendor number are provided.

For vendors making reapplication, this Agreement is effective on November 1, 2022, or the date signed by the Department, whichever is later.

WIC VENDOR:

Name and Title of Vendor or Person with Legal Authority to Obligate Vendor

SIGNATURE – WIC Vendor

Date Signed

STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES:

Name and Title of Person with Authority to Sign

SIGNATURE – WI DHS

Date Signed