



## Oregon State WIC Program Vendor Agreement



### Amendment Single Stores

This is an Amendment to the current Vendor Agreement between the Department of Human Services, WIC Program, hereinafter referred to as DHS, and:

#### Name of Vendor:

\_\_\_\_\_

WIC ID (4-digit stamp): \_\_\_\_\_

#### Address and telephone:

Store physical address: \_\_\_\_\_

Mailing address (if different): \_\_\_\_\_

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

Phone number: (     ) \_\_\_\_\_

hereinafter referred to as "Vendor".

#### Specifications of amendment:

1. Throughout the Vendor's current agreement, everywhere the word "voucher" appears, it should now read "voucher and/or cash value voucher (CVV)" with the following exceptions:
  - (A) Part 2, "DHS Responsibilities"
    - (1) Delete number 2 and replace with the following:

"DHS may deny payment to the Vendor for improper WIC vouchers or CVVs deposited, may offset future payments to the Vendor, or require and receive reimbursement from the Vendor for the amounts paid by DHS to the Vendor on improperly redeemed WIC vouchers or CVVs and for unsubstantiated volumes of WIC food items. The maximum amount DHS will reimburse a vendor for redeemed vouchers will be the Vendor's peer group average plus a DHS-determined number of standard deviations. The maximum amount DHS will reimburse a vendor for a CVV is the face value of the CVV. In addition to denying payment or assessing a claim for reimbursement, DHS may sanction the Vendor for vendor overcharges and other errors in accordance with OAR 333-054-0050."
  - (B) Part 3 "Vendor Responsibilities",
    - (1) Delete number 1.10 and replace with the following:

"The Vendor may accept a voucher and/or a CVV only within the specified time period. As part of the redemption procedure, DHS may make price adjustments to the purchase price on vouchers and/or CVVs submitted by a vendor for redemption to ensure compliance with the price limitations applicable to the Vendor. The maximum amount DHS will reimburse a vendor for a voucher is the Vendor's peer group average price of the voucher, plus a DHS-determined number of standard deviations. The maximum amount DHS will reimburse a vendor for a CVV is the face value of the CVV".

- (2) Delete number 1.11, and replace with the following: “The Vendor shall not charge authorized shoppers for authorized foods obtained with vouchers. However, it is permissible for a vendor to request, but not require, payment over the face value of a CVV. In addition, the Vendor shall not seek restitution from an authorized shopper or participant for a voucher or CVV not reimbursed or partially reimbursed by DHS, or for which DHS has requested payment from the Vendor.”
- (3) Add 1.3.1 “The Vendor must not issue cash change to an authorized shopper for purchases less than the total face value of a CVV; however, the authorized shopper may, but is not required to, use his/her own funds for purchases in excess of the face value for a CVV.”
- (4) Delete number 1.7 and replace with the following: “The Vendor shall not include sales tax or container deposits as part of the actual cost of the authorized foods listed on the voucher or CVV. Any monetary amount above the face value of a CVV is subject to any tax which applies to non-WIC purchases of fruits and vegetables.”
- (5) Delete number 1.8 and replace with the following: The Vendor must comply with all voucher and CVV redemption procedures as outlined in OAR 333-054-0030 including, but not limited to:
- 1.8.1 Asking shopper for WIC ID card at the beginning of the purchase;
  - 1.8.2 Ensuring the voucher or CVV is redeemed within the correct use dates;
  - 1.8.3 Assessing that the voucher or CVV is not visually altered;
  - 1.8.4 Honoring all coupons, specials and store discount cards;
  - 1.8.5 Allowing the shopper to transact multiple CVVs in a single purchase of WIC-authorized fruits and vegetables;
  - 1.8.6 Entering actual purchase amount on the voucher or CVV before the shopper signs the voucher or CVV;
    - 1.8.6.1 For a CVV, this means the purchase amount or face value of the CVV, whichever is less.
  - 1.8.7 Attaining shopper signature on the front of the voucher or CVV at the time of transaction;
  - 1.8.8 Comparing shopper signature with the signature on the WIC ID card;
  - 1.8.9 Giving the shopper a receipt for each WIC purchase;
  - 1.8.10 Returning WIC ID card to the shopper;
  - 1.8.11 Affixing assigned 4-digit Vendor stamp to each redeemed voucher or CVV before depositing.
2. (A) Part 3, “Vendor Responsibilities” number 1.14 has been moved to Part 2, “DHS reserves the right to:” number 10.
- (B) Part 3, “Vendor Responsibilities” number 1.20 has been moved to Part 2, “DHS reserves the right to:” number 9.
- (C) Part 3, “Vendor Responsibilities” number 1.23 has been moved to Part 2, “DHS reserves the right to:” number 11.
3. Add to Part 3, “Vendor Responsibilities” the following: "Use of the WIC acronym and logo:
- (A) The Vendor MAY use the WIC acronym and logo to:
    - (a) Identify the retailer as an authorized WIC vendor by utilizing signs provided by the DHS; The Vendor may submit proposed alternate signage for individual Vendor use to DHS for review. The size of signs created by the Vendor shall not exceed the largest sign provided by DHS;
    - (b) Identify authorized WIC foods by attaching channel strips or shelf-talkers provided by DHS stating "WIC-Food" to store shelves.
  - (B) Vendors are restricted from using the WIC acronym in their advertising and other promotional materials. Vendors may NOT use the WIC logo in their advertising or other promotional materials. The Vendor may NOT use the WIC acronym or logo to:
    - (a) Imply that the Vendor is owned or operated by the DHS-WIC Program by using "DHS-

WIC Program," in whole or in part, or close facsimiles, in the official or business name of the Vendor.

(b) Identify a particular food as "WIC approved" by attaching or affixing it to a food item container.

(C) Vendors may not visit WIC clinic locations to hand out promotional materials, nor is the WIC clinic staff allowed to distribute any fliers or promotional materials provided by vendors.

4. Part 2, "DHS Responsibilities" add a number 5 that states: DHS must notify a Vendor in writing when an investigation reveals an initial incidence of a violation for which a pattern of incidences must be established in order to impose a sanction, before another such incidence is documented, unless DHS determines, in its discretion, on a case-by-case basis, that notifying the vendor would compromise an investigation.
5. Change all references throughout the Vendor Agreement to the "Food Stamp Program" or "FSP" to "Food Stamp Program/Supplemental Nutrition Assistance Program or "FSP/SNAP"
6. All other aspects and requirements of the Vendor's current Agreement remain in effect until its expiration.

**Signature of authorized agent for Vendor**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

**Signature of authorized agent for DHS**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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