



**Oregon State WIC Program
Vendor Agreement
Amendment
Single Stores**

This is an Amendment to the current Vendor Agreement between the Department of Human Services/Oregon Health Authority, WIC Program, hereinafter referred to as OHA, 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".

The Contract is hereby amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bolded**.”

Specifications of amendment:

1. Throughout the Vendor’s current agreement, everywhere the words “Department of Human Services” or “DHS” appear it should now read “Oregon Health Authority” or “OHA”.
2. Throughout the Vendor’s current agreement, everywhere the words “voucher or Cash Value Voucher (CVV)” appear, it should now read “voucher, eWIC cards/ transactions or Cash Value Benefit (CVB)”.

Page 1 – no changes.

Page 2:

3. Page 2, top of the page:
Amend as follows: Vendor agrees, as evidenced by the signature(s) of the individual(s) named above, who have legal authority to individually or jointly represent the Vendor, to participate in the Special Supplemental Nutrition Program for Women, Infants, and Children (hereinafter referred to as the WIC Program) and agrees to abide by Title 7, Code of Federal Regulation, Part 246; this Vendor Agreement; **the Oregon Administrative Rules (OARs) 333-054-000 through 0070 as it pertains to Vendors**; and all other applicable federal and state laws, regulations, and rules governing the WIC Program (**including the WIC EBT Operating Rules**), including any changes made during the agreement period. In consideration of the mutual covenants set forth in this Agreement, OHA and Vendor agree as follows: ...
4. **Effective date, Termination, Number 1:**

This Agreement is in effect as of the date of OHA's authorized agent's signature and, except where participation under the Agreement may be suspended or terminated under ~~Part 2 of the Agreement~~ **OAR 333-054-0060 and 333-054-0070**, shall continue in effect until the last day of _____, unless superseded by a new or modified Agreement, or until terminated as provided in this paragraph....

5. **Effective date, Termination, Number 2(d):**

In addition to disqualification or termination for violation of the Agreement, **OHA** may terminate this Agreement under any of the following conditions:

..... d) If a Vendor has not redeemed a minimum of 5 vouchers and/or CVVs or **transacted at least five eWIC (EBT) transactions** during a six-month period. This will be determined by a review of the most current voucher, CVV and **eWIC transaction** history available.

6. **Effective date, Termination, new Number 4:**

Any reference in this Agreement to "days" means calendar days unless further defined.

7. **Effective date, Termination, new Number 5:**

This Vendor Agreement does not constitute a license or property interest.

Part Two – OHA Responsibilities:

8. Amend number 2 as follows:

As part of the redemption procedure, OHA may make price adjustments to the requested amount on eligible WIC foods to ensure compliance with the competitive pricing selection criteria. OHA may deny payment to the Vendor for improper **eWIC transactions**, 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 OHA to the Vendor on **improper eWIC transactions**, improperly redeemed WIC vouchers or CVVs and for unsubstantiated ~~volumes~~ **quantities** of WIC food items. The maximum amount OHA will reimburse Vendor for redeemed vouchers will be the per group average plus a OHA-determined number of standard deviations; or the face value for the CVVs. In addition to denying payment or assessing a claim for reimbursement, DHS may sanction the Vendor for overcharges and other errors in accordance with OAR 333-054-0050.

9. Add new number 3:

3. When OHA determines that the Vendor has committed a violation that affects payment to the Vendor, OHA will delay payment or establish a claim. OHA may delay payment or establish a claim in the amount of the full purchase of each eWIC transaction that contained the Vendor overcharge or other error. The Vendor shall have an opportunity to provide justification or correction when OHA denies reimbursement for an eWIC transaction or requests payment for an improper eWIC transaction.

10. Add new number 4:

4. OHA shall research and provide a response within 10 business days of the receipt of the notification of a payment dispute from a Vendor.

11. Add new number 5:

5. All payment disputes shall be resolved within 45 business days of the first notification by either party. Resolution of a dispute completed within the dispute timeframe is final or the initiating party shall be deemed entitled to the claim and the disputed item will be settled in their favor.

12. Renumber 3 to be number 6:

OHA will provide the Vendor with training and information **on WIC foods, procedures and policies.**

13. Renumber 4 to be number 7:
OHA will notify Vendors of changes...
14. Renumber 5 to be number 8:
OHA must notify a Vendor in writing...

Part Two – OHA Reserves the Right to:

15. Amend Number 3 as follows:
Delay payment or establish a claim when OHA determines that the Vendor has committed a Vendor violation that affects payment to the Vendor. OHA may delay payment or establish a claim in the amount of the full purchase of each eWIC transaction that contained the Vendor overcharge or other error. The Vendor shall have an opportunity to provide justification or correction when OHA denies reimbursement for a eWIC transaction or requests payment for an improper eWIC transaction.
16. Amend number 8 as follows:
~~DHS shall immediately terminate the Vendor Agreement if it determines that the Vendor has provided false information in connection with its application for authorization. This Agreement may be terminated by the Vendor upon 15 days written notice to DHS and this Agreement may be terminated for cause by DHS upon 15 days written notice to Vendor.~~
17. Amend number 9 as follows:
Terminate for cause by OHA upon 15 days written notice to Vendor.
18. Amend number 10 as follows:
~~DHS shall Randomly monitor all Vendors for compliance. DHS shall also regularly monitor high-risk Vendors for compliance. DHS shall identify high-risk Vendors by several criteria including, but not be limited to, the level and/or severity of suspected overcharges in redeemed vouchers or CVVs, errors in redeemed vouchers or CVVs, participant complaints and history of fraud and/or abuse.~~
19. Amend number 11 as follows:
~~DHS shall~~ Terminate a Vendor Agreement when OHA determines that there is an inappropriate relationship, real or apparent, which jeopardizes the fair and objective administration of the WIC Program between a Vendor and OHA or any of its local agencies.
20. Add new number 12:
Reimburse a Vendor for an eWIC transaction up to the peer group average of the WIC-eligible food item plus an amount determined by OHA. A Cash Value Benefit (CVB) maximum is the actual value of the CVB.
21. Add new number 13:
Delay payment or establish a claim when OHA determines that the Vendor has committed a Vendor violation that affects payment to the Vendor. OHA may delay payment or establish a claim in the amount of the full purchase of each eWIC transaction that contained the Vendor overcharge or other error. The Vendor shall have an opportunity to provide justification or correction when OHA denies reimbursement for a eWIC transaction or requests payment for an improper eWIC transaction.

Part Three – Vendor Responsibilities:

22. Delete first paragraph: ~~The Vendor must comply with the Vendor Agreement, Federal and State statutes, Oregon Administrative Rules 333-054-0000 through 0070, other rules, regulations, policies, and procedures governing the WIC program as they pertain to authorized Vendors,~~

~~including any changes made during the agreement period. These include, but are not limited to, the following:~~

23. Amend number 1.4 as follows: The Vendor must offer authorized shoppers the same courtesies offered to other customers **and may not treat WIC customers differently by offering incentive items that are not offered to non-WIC customers.**

24. Amend number 1.8 as follows:

~~1.8 The Vendor must comply with all voucher and CVV redemption procedures as outlined in OAR 333-054-0030 including, but not limited to:~~

A. For those shoppers using paper vouchers:

- 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 CVVs, this means the purchase amount or face value of the CVV, whichever is less.
- 1.8.7: ~~Attaining~~ **Obtaining** 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.

B. For shoppers using an eWIC card:

1.8.12: Scan WIC-eligible items individually. Checkers may use the quantity key to scan identical UPCs;

1.8.13: Give the shopper a receipt for each WIC purchase;

1.8.14: Do not retain eWIC card or ask for eWIC Personal Identification Number (PIN);

1.8.15: Do not ask for I.D. in addition to eWIC card;

1.8.16: Allow the shopper to check eWIC card balance of foods without making a purchase.

25. Amend number 1.9 as follows:

~~The Vendor may accept a voucher or CVV only within the specified time period. As part of the redemption procedure, DHS OHA may make price adjustments to the requested payment on eligible WIC foods purchase amount on vouchers or CVVs submitted by the Vendor for redemption to ensure compliance with the competitive pricing selection criteria. price limitations applicable to the Vendor. The maximum amount DHS will reimburse a Vendor for a voucher is the peer group average of the voucher, plus a DHS determined number of standard deviations; a CVV maximum is the face value printed on the CVV.~~

26. Amend number 1.14 as follows:

The Vendor shall maintain, for a period of three years, purchase and receiving records, including, but not limited to, inventory records showing all wholesale and retail purchases, state and federal tax returns, and other pertinent records that are necessary to substantiate the volume and prices charged for redeemed vouchers, CVVs and **eWIC benefits**. In the case of retail purchases, the

- Vendor shall provide receipts specifying the authorized food item purchased, quantity, unit price and date of purchase. **These records shall be made available to the Authority upon its request.**
27. Add 1.24: **All Vendors must accept both the eWIC card and paper vouchers as payment for WIC purchases until the entire state is converted to the eWIC card.**
 28. Add 1.25: **Integrated Vendors (stores that have cash register systems that interface with eWIC processor or a 3rd party processor) agree to download the APL file daily or every day the store is open for business.**
 29. Add 1.26: **Vendors with integrated cash register systems may begin to accept the eWIC card as soon as the pilot launches and their system is certified. Non-integrated Vendors with “stand-beside” eWIC machines may begin to accept the eWIC card as soon as they have been trained and their equipment is installed.**
 30. Add 1.27: **Use of the "store and forward" transaction by a Vendor is done at their own risk and the Vendor agrees to hold the Authority harmless for any financial harm incurred as a result. Integrated Vendors may choose to accept “store and forward” transactions if the Oregon eWIC system is inaccessible. The Vendor acknowledges settlement for those transactions may be delayed or denied depending on the availability of benefits on the eWIC account and agrees to accept financial liability if the benefits are not available when the system is restored. The “store and forward” is not an option for non-integrated Vendors (with stand-beside machines).**
 31. Add 1.28: **Telephone, power and supplies: Vendor shall provide a telephone line or DSL access; power to maintain equipment; and point of sale (POS) terminal supplies to participate as a WIC Vendor.**
 32. Add 1.29: **Non-integrated Vendors who are issued eWIC equipment are responsible for physical modifications that may be required at the checkstand to accommodate said equipment.**
 33. Add 1.30: **Vendor shall maintain an active e-mail account that is capable of receiving WIC contract and program information.**
 34. Add 1.31: **Vendor may dispute a payment in writing up to 45 days after the date of the transaction. Supporting documentation must be received within 10 days of the Vendor’s submission of the written dispute, or OHA will deny the claim.**
 35. Add 1.32: **The Vendor agrees not to influence an authorized shopper’s selection of authorized foods.**
 36. Add 1.33: **The Vendor agrees to not disclose information regarding a client of the WIC program to any person other than the Authority, its representatives or a federal official.**

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 OHA

Name: _____ Title: _____

Signature: _____ Date: _____