



**DISTRICT OF COLUMBIA  
WIC and SENIOR VENDORS' MARKET NUTRITION PROGRAMS AND  
WIC CASH-VALUE CHECKS FOR VENDORS' MARKETS  
VENDOR AGREEMENT**

This Agreement ("Agreement") is between the District of Columbia Department of Health, Community Health Administration Nutrition and Physical Fitness Bureau, Women, Infants and Children Supplemental Nutrition Program State Agency and Commodity Supplemental Food Program State Agency, hereinafter "the WIC and CSFP State Agencies", and \_\_\_\_\_ Farm, hereinafter "Vendor". This Agreement is effective for the period of May 1, 2016 through November 30, 2018 for the WIC and Senior Farmers' Market Nutrition Programs ("SFMNP") (Get Fresh) and is effective May 1, 2016 to April 30, 2019 for the WIC Cash-Value Check.

**Responsibilities of Vendor**

1. Each Vendor shall provide **three** or more Farmers Market Nutrition Program ("FMNP") Get Fresh and WIC Cash-Value Check ("CVC") approved fresh fruits and/or vegetables to WIC (Women, Infants and Children Supplemental Nutrition Program) and CSFP (Commodity Supplemental Food Program) Senior Vendors' Market Nutrition Program participants in exchange for FMNP/ SFMNP checks, in accordance with State and Federal regulations, policies, rules, and/or requirements.
2. Each Vendor shall comply with all rules and procedures as outlined in the Farmers' Guide for the current Fiscal Year, and amendments thereto (hereinafter "the Guide"). In signing this Agreement, the Vendor acknowledges receipt of the Guide.
3. Each Vendor must be a bona fide vendor in the District of Columbia and/or the states of Virginia, West Virginia, Maryland, Pennsylvania, Delaware, North Carolina and New Jersey and produces fresh fruits and vegetables for direct sale to consumers.
4. The County Extension Agent responsible for the area in which the Vendor is located shall verify the Vendor's farming status.
5. Each Vendor must operate a market or farm stand within the District of Columbia and/or surrounding Maryland counties and have a fixed schedule of days and hours of operation, the minimum being four hours per day for the duration of the WIC FMNP/SFMNP Get Fresh and WIC Cash Value Check seasons.
6. Each Vendor agrees that at least 50% of produce offered for sale shall be from his/her own farm and to accept WIC FMNP/ SFMNP Get Fresh and WIC CVC as payment at prices at or below the lowest price offered to any other customer and to display prominently a sign stating that WIC FMNP/ SFMNP Get Fresh and WIC CVC are accepted at his/her stand.
7. This Agreement is non-transferable. Any change in ownership or sale of Vendor's business will render this Agreement null and void.



8. Neither the State Agency nor the Vendor has an obligation to renew this Agreement.
9. A Vendor's disqualification from participation in any United States Department of Agriculture, Food and Nutrition Service (FNS) program may be grounds for disqualification from the WIC FMNP, Senior FMNP and WIC CVC Programs.
10. The provision of sanctions for program abuse imposed on a Vendor shall not be construed as excluding or replacing any criminal or civil sanctions or other remedies that may be applicable under any federal statute or District of Columbia law.
11. A Vendor who commits fraud or abuse of the D.C. WIC FMNP and Senior FMNP may be prosecuted under applicable federal, State, or local laws.

#### **WIC Cash-Value Check Amendment**

1. All Vendors must attend mandatory vendor training as well as accept other training as needed to resolve problems detected by the State Agency. At least two (2) representatives from each Vendor must participate in training annually. One of the representatives has to be management. Annual training may be provided by the State Agency in a variety of formats, including newsletters, videos, and interactive learning. The State Agency will arrange the date, time, and location of all interactive training. The State Agency will always provide the Vendors with at least one alternative date on which to attend such training.
2. Each Vendor shall inform and train cashiers and other staff in WIC and Senior FMNP Get Fresh and WIC CVC Program requirements.
3. Each Vendor shall accept full responsibility and will be accountable for any of its employees who commit program violations.
4. Each Vendor shall notify the public of its participation in the WIC and Senior FMNP Get Fresh and WIC CVC programs by displaying the market poster that is provided by the WIC State Agency in a place conspicuous to the public.
5. Each Vendor shall comply with all required corrective and financial actions identified from prior WIC authorizations or from any FNS Program.
6. Each Vendor's owners, officers and managers shall not have any criminal convictions or civil judgments entered against them that indicate 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.
7. Each vendor shall, during the term of this Agreement, comply with the terms of this Agreement, state and federal WIC Program rules, regulations, policies and applicable laws governing the program, including any changes, made thereto.
8. No Vendor shall use the WIC acronym or logo, or close facsimiles, in its name.



9. Each Vendor shall take necessary corrective action within the established time frame in order to resolve any problem(s) identified during on-site monitoring visits or compliance investigations.
10. Each Vendor shall notify the State Agency at least 15 days in advance of any change in status or farm ownership, such as relocation, renovation, closure, sale of, cessation of operations or new management.
11. Each Vendor shall immediately take corrective action when notified by the State Agency of a pattern of violations detected during a compliance investigation.

### **WIC Cash Value Redemption**

The Vendor shall comply with the following with regard to WIC participants, parents or caretakers of infants and child participants or proxies:

- a. Allow the cashier to insert the price for the WIC food purchased only after permission is given by the WIC participant, parent or caretaker of the infant or child participant or the selected proxy;
- b. Ensure that the WIC customer signs the food instrument in the presence of the Vendor;
- c. Offer the same courtesies and services as offered to other customers and avoid distinguishing, separating, or identifying participants from other customers;
- d. Accept the WIC I.D. Folder as sole proof of identity;
- e. Secure written approval from the State of any internal/external promotional and/or advertising materials directed at WIC participants and/or the general public;
- f. Ensure that participant information identified on the food instrument remains confidential and is not used for any purpose outside the redemption and complaint handling process;
- g. Never seek reimbursement from participants for rejected food instruments only from the State Agency in accordance with terms and procedures outlined in the Farmers' Guide Book.
- h. Never seek restitution from a WIC customer for food instruments not paid or partially paid by the State Agency;
- i. Never issue a "rain check" that gives a WIC participant the right to buy (at a later time) a particular WIC food item which the Vendor does not have in stock;
- j. Not set a limit on the number of WIC CVCs that may be redeemed at a given time;
- k. Allow the WIC Customer to purchase WIC approved food items without making other purchases;



- l. Process WIC CVCs in accordance with the terms of this Agreement and all applicable State and federal policies and rules, including the Federal WIC regulations;
- m. Accept WIC CVCs only for the purchase of approved food items from a participant, parent or caretaker of an infant, child participant or proxy;
- n. Ensure that sales tax is not applied on authorized supplemental foods obtained with food instruments;
- o. Never provide refunds or permit exchanges for authorized supplemental foods obtained with food instruments, except for exchanges of an identical authorized supplemental food item when the original authorized supplemental food item is defective or spoiled;
- p. Give no cash in the form of change to the participant from the CVC;
- q. Only charge the participant for foods prescribed on the WIC CVCs that are purchased by the participant; and
- r. Ensure that WIC participants do not return WIC food items in exchange for cash or non-WIC merchandise.

**Vendor Reimbursement/ Claims Assessments/ Price Adjustments:**

1. The State Agency may delay payment or establish a claim if it is determined that the Vendor has committed a violation that affects payment to the Vendor. The State Agency may establish a claim in the amount of the purchase price of each food instrument that contained the Vendor's overcharge error.
2. The Vendor must pay any claims assessed by the State Agency. In collecting a claim, the State Agency may offset the claim against current and subsequent amounts to be paid to the Vendor. In addition to denying payment or assessing a claim, the State Agency may sanction the Vendor for overcharges or other errors in accordance with the State Agency's sanction schedule in the Farmers' Guide Book. Along with being assessed a claim, the Vendor may be sanctioned for violations in accordance with the State Agency's sanctions schedule. Sanctions may include administrative fines, disqualification and civil money penalties in lieu of disqualification. The State Agency does not have to provide the Vendor with warning of violations before imposing such sanctions.
3. The Vendor must reimburse the State Agency within thirty (30) days of written notification for money due to the State Agency for WIC checks redeemed in excess of the actual cost of the food items specified on the face of the check and for any other WIC checks which are paid but fail to comply with the stipulations herein. (Vendors not sending payment within this time period will receive a grace period of 30 days from the due date during which they have to send in the payment to avoid sanctions.)



4. The Vendor shall reimburse the State Agency or accept non-payment for food instruments that are not properly redeemed. The Vendor has the right to question an overcharge and may request a copy of the check(s). The State Agency will provide the Vendor with an opportunity to justify or correct a Vendor overcharge or other error outlined in the Farmers' Guide. The State Agency will review information submitted by a Vendor who questions an overcharge and will adjust the bill that was sent to the Vendor, if necessary.

### **Disqualification Procedures**

If the State Agency determines that the Vendor is unable or unwilling to comply with this Agreement or District or Federal WIC Program rules, regulations or policies, the State Agency shall disqualify the Vendor from further participation under the WIC Program for the period specified in the State Agency sanction policies. Details regarding violations are found in the Farmers' Guide.

### **Permanent Disqualification**

1. **The following violations shall result in the Vendor being permanently disqualified from participating in the programs provided for in this Agreement:**
  - a. A pattern of providing credit for non-food items, such as alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for food instruments;
  - b. Any incident of buying or selling food instruments of case (trafficking); or
  - c. Any incident of buying or selling firearms, ammunition, explosives, or controlled substances, as defined in U.S.C. 802, in exchange for food instruments.
2. The Vendor shall not be entitled to receive any compensation for revenues lost because of such a violation.

### **Disqualification from the Supplemental Nutrition Assistance Program**

1. Disqualification by the Supplemental Nutritional Assistance Program (SNAP) will result in automatic disqualification from the WIC Program. An automatic disqualification is not subject to administrative or judicial review. Disqualification may occur if the Vendor has been assessed a civil money penalty by the SNAP; provided that such disqualification does not create an undue hardship for WIC participants. The WIC disqualification is for the same length of time as the SNAP disqualification. The WIC disqualification can begin later than the SNAP disqualification but is not subject to review under the WIC Program.
2. Disqualification from the WIC Program may result in disqualification as a retailer in the SNAP. The SNAP disqualification period (1) shall be for the same period as the WIC disqualification period; (2) may run concurrently to the WIC disqualification; and (3) shall not be subject to administrative or judicial review.



### **Appeal Procedures**

1. Disqualification from the WIC Program or failure of the State Agency to approve a Vendor's participation in the program shall not, except as otherwise provided in this Agreement, diminish the Vendor's right to a fair hearing. The Vendor fair hearing procedure shall be used in cases where a Vendor wishes to appeal an adverse decision (i.e., one that affects the Vendor's participation) that has been made by the State Agency. The administrative review process is incorporated into the fair hearing procedure. The Vendor fair hearing procedure contained in the District of Columbia WIC Vendors' Guide is a part of this Agreement and is incorporated herein by reference.
2. A Vendor may appeal a State Agency decision pertaining to denial of an application to become a WIC Vendor, if participation is terminated, or if another decision is made which adversely affects the Vendor's participation. Complaints may be filed with:

**Office of Administrative Hearings  
441 Fourth Street, NW, Suite 540 South  
Washington, DC 20001 Phone: (202) 727-8280**

3. A Vendor will be allowed two opportunities to schedule fair hearing dates (one original and one reschedule date). Fair hearings will be granted only when a Vendor disagrees with a decision affecting participation.
4. Disqualification from WIC may result in withdrawal of authorization to participate in the Supplemental Nutrition Assistance Program per section 2768.1(o) (1) of the Supplemental Nutrition Assistance Program regulations.

### **District of Columbia Department of Health WIC Responsibilities**

1. Monitor the Vendor's performance under this Agreement in a reasonable manner to assure compliance with the Agreement and with federal and District of Columbia WIC rules, regulations and policies and applicable law. Vendors shall be monitored one or more times annually but no less than once every two years and upon receipt of complaints as deemed appropriate.
2. Provide Vendors with the District of Columbia Farmers' Guide, Vendor's stamp and all amendments thereto, the WIC Approved Food list and Vendor posters.
3. Provide prompt and courteous assistance to the Vendor when problems or questions arise concerning participation in the WIC Program.
4. Follow up on Vendor complaints either orally or in writing.
5. Revalidate rejected checks in accordance with guidelines and procedures outlined in the Farmers' Guide.
6. Notify the Vendor, in writing, of failure to comply with the terms of this Agreement or with policies and procedures contained in the Farmers' Guide and inform the Vendor of the required corrective action.



7. Impose sanctions as set forth in the Farmers' Guide on Vendors who violate the terms of this Agreement,
8. Keep records of transactions between the State Agency and authorized WIC Vendors under this Agreement.
9. Upon compliance by the Vendor with the check redemption procedures outlined in the Farmers' Guide, make payment to the Vendor for the Pay Exactly amounts on the WIC food checks.
10. Notify Vendors of changes to federal or State statutes, regulations, policies or procedures governing the WIC Program before such changes are implemented.

#### **General Conditions During Vendor Agreement Period Terminations**

1. The State Agency will immediately terminate this Agreement if is the State Agency determines that the Vendor has provided false information in connection with its application for authorization.
2. The State Agency will terminate the agreement is it identifies a conflict of interest, as defined by applicable State laws, regulations and policies, between the Vendor and the State Agency or its local agencies.

#### **Additional Terms and Conditions**

1. The State Agency and the Vendor shall comply with all nondiscrimination provisions of USDA Regulations as provided under 7 Code of Federal Regulations, Section 248.7 for FMNP; Section 246.8 for WIC Regulations; or Section 249.7 for SFMNP. This information is available via the Internet by accessing [www.ecfr.gov](http://www.ecfr.gov)
2. Expiration of a contract or agreement and claims action under 7 Code of Federal Regulations, Section 248.20 of the FMNP Regulations; Section 246.23 of the WIC Regulations; or Section 249.20 of the SFMNP Regulations are not subject to appeal. This information is available via the Internet by accessing [www.ecfr.gov](http://www.ecfr.gov)

---

Vendor's Signature

Date

---

Signature

Date

WIC State Agency Director  
Nutrition and Physical Fitness Bureau  
Community Health Administration  
District of Columbia, Department of Health