



**VENDOR AGREEMENT TO PARTICIPATE IN THE UTAH WOMEN, INFANTS,  
AND CHILDREN (WIC) PROGRAM (Federal Fiscal Years 2025-2029)**

---



**Vendor Agreement  
to participate in the  
Utah Women, Infants, and Children (WIC) Program**

**Effective October 1, 2024 – September 30, 2029**

**Federal Fiscal Years 2025-2029**

**Revision August 2024**



## VENDOR AGREEMENT TO PARTICIPATE IN THE UTAH WOMEN, INFANTS, AND CHILDREN (WIC) PROGRAM (Federal Fiscal Years 2025-2029)

---

### I. EFFECTIVE DATES

This agreement is valid from October 1, 2024, through September 30, 2029, unless terminated in accordance with the terms of this agreement.

### II. INQUIRIES

Inquiries regarding this agreement shall be directed to:

Utah Department of Health and Human Services  
WIC Program – Vendor Management  
P.O. Box 141013  
Salt Lake City, Utah 84116-1013  
In-State, Toll Free: 1-877-WIC-KIDS  
Website: <http://www.wic.utah.gov>  
Email: [wicvendors@utah.gov](mailto:wicvendors@utah.gov)

#### Article 1 GENERAL PURPOSE

- 1.1 **General Purpose.** The general purpose of this agreement is to outline the requirements for Performing Agency authorization with the Utah WIC program. The agreement defines the expectations and responsibilities of the authorized Performing Agency for ensuring the fulfillment of compliance requirements, customer service obligations, technical standards and financial accountability.

#### Article 2 Terms and Definitions

- 2.1 In this agreement, the following definitions apply:

**“Authorized Supplemental Foods”** means supplemental foods authorized by the Primary Agency for issuance to a particular participant.

**“Days”** mean calendar days.

**“EBT”** means Electronic Benefit Transfer, a method that permits electronic access to WIC food benefits using a card. The electronic transfer of government benefits to individuals through the use of card technology and point-of-sale terminals.

**“ECR”** means electronic cash register system.

**“FNS”** means the Food and Nutrition Service of the U.S. Department of Agriculture.

**“Food Delivery System”** means the State and local agency system for providing supplemental foods to WIC participants.



## VENDOR AGREEMENT TO PARTICIPATE IN THE UTAH WOMEN, INFANTS, AND CHILDREN (WIC) PROGRAM (Federal Fiscal Years 2025-2029)

**"Food Instrument"** means any EBT card or other payment method that a participant uses to obtain supplemental foods.

**"Food Sales"** means sales of all SNAP-Eligible Foods intended for home preparation and consumption.

**"Local WIC Agency"** means a WIC program operated by a county or local health department, as delegated by the Primary Agency.

**"NTE"** means not to exceed the reimbursement amount.

**"Sanction"** means an administrative fine, disqualification, and civil money penalty in lieu of disqualification that may be applied to the Performing Agency for violations or sanctions. Sanctions are applied to the Performing Agency in accordance with the Primary Agency's Sanction schedule and may be applied in combination with, or separately from, claims collection.

**"Performing Agency"** means the WIC authorized retailer or corporation, including its employee, managers and owners.

**"Primary Agency"** means the Utah Department of Health and Human Services, Division of Family Health, Maternal and Child Health Office, WIC Program.

**"SNAP"** means the Supplemental Nutrition Assistance Program.

**"TPP"** means Third Party Processor, a payment processing entity that allows the Performing Agency to accept online payments.

**"USDA"** means the United States Department of Agriculture.

**"Utah WIC"** means the State of Utah Women, Infants, and Children Supplemental Nutrition Program.

**"Performing Agency Overcharge"** is a purchase price of a food item that is over the maximum allowed price. The Primary Agency will establish parameters on the amount of reimbursement allowed for WIC food items based on an assigned peer group and statewide price comparison.

**"Vendor Agreement"** means the signed authorization agreement between the Primary Agency and the Performing Agency.

**"Violation"** means any intentional or unintentional action of a Performing Agency's current owners, officers, managers, agents, or employees (with or without the knowledge of management) that is not permitted by this agreement, other WIC Program agreements, or federal or state statutes, regulations, policies, or procedures governing the WIC Program.

### Article 3 SERVICE REQUIREMENTS

#### 3.1 **Operational Requirements.** The Performing Agency shall:

- (1) Submit an application for each location under the same ownership. Each physical location will be evaluated against the above 50% criteria of total store inventory including more than 50% non-WIC foods;
- (2) Enter into an authorization agreement with the Primary Agency and abide by all agreement requirements;
- (3) Ensure their place of business is safe and accessible;
- (4) Comply with the provisions of Title VI and VII of the Civil Rights act of 196442 U.S.C. § 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of Services, on the basis of race, religion, color, or national origin; section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities;
- (5) Provide an interpreter as needed for on-site visits, communication, or questions with the Primary Agency, for initial or renewal of applications or Vendor Agreements, during training sessions or other meetings;
- (6) Display the Primary Agency Utah WIC window sticker, or poster, in a prominent place; and
- (7) Use the WIC logo and acronym (registered trademarks of the USDA) only with permission from the Primary Agency:
  - (A) Shelf talkers, channel strips or electronic price tags with the WIC acronym or logo are allowed only with expressed permission from the Primary Agency.
  - (B) Use of the WIC acronym or logo, or any close facsimiles in the Performing Agency's name for advertising, promotional material, or incentives during the period of authorization will result in a 90 Day suspension from the WIC program.

**3.2 Food Delivery Requirements.** The Performing Agency shall meet the following criteria:

- (1) Maintain an EBT-certified ECR system that is compliant with the WIC EBT Technical Implementation Guideline (TIG), WIC Operating Guidelines, and Primary Agency requirements.
  - (A) Authorized Performing Agency shall not complete any e-WIC transactions until their ECR system (including self-checkout lanes) has been EBT-certified by the Primary Agency;
  - (B) Failure to maintain the store ECR system as e-WIC capable is subject to Sanctions and/or disqualification; and
  - (C) Performing Agency must report all ECR (hardware and software) changes to the Utah WIC program.
- (2) Contract with a WIC certified Third Party Processor (TPP) for all WIC claims processing;

- (3) Process all WIC transactions as tax exempt, including on manufacturer coupons used for WIC foods (per Utah State Tax Commission administrative rule R865-19S-68D);
- (4) Accept WIC Food Instruments from participants during all store operating hours. If self-checkout services are not available for WIC, sufficient staff are required for functional attended lanes;
- (5) Transact only WIC foods in exchange for a valid WIC Food Instrument. The Performing Agency may not deny access to any WIC participant who presents a valid WIC Food Instrument and a valid PIN;
- (6) Provide only Utah WIC Authorized Supplemental Foods, in the exact quantities and brands assigned to the Food Instrument and in accordance with the most current version of the authorized product list (APL). **NO SUBSTITUTIONS ARE ALLOWED;**
- (7) Not allow unauthorized foods, non-food items, cash or credit (including rain checks) in exchange for Food Instruments. This is considered fraud and will result in immediate disqualification from the Utah WIC program;
- (8) Maintain the minimum inventory requirements for all WIC eligible foods required by the Food Inventory Requirements policy for the assigned peer group. WIC foods should be easily identified by all shoppers and must not be out of date;
- (9) Allow WIC customers to pay the difference when a fruit and vegetable purchase exceeds the value of the cash value benefit (CVB);
- (10) Allow exchanges of authorized WIC foods, including infant formula, when the original authorized food item is defective, spoiled, has exceeded its "sell by" or "best used by" date, or is part of a food recall. The exchange must be for an identical item;
- (11) Assume all responsibility for settlement reconciliation. **It is not the responsibility of the Primary Agency to verify payments received by the Performing Agency:**
  - (A) The Performing Agency should work with their contracted TPP for reconciliation reports.
- (12) Agree to accept the Primary Agency's cost containment measures as applied to the Not to Exceed (NTE) maximum allowable reimbursement for any food item. The Primary Agency calculates the NTE by using an average statewide cost of each food item, plus 20%, in accordance with the assigned peer group:
  - (A) The Primary Agency cannot pay a Performing Agency at a level that would make the Performing Agency ineligible for authorization; and
  - (B) The maximum allowable reimbursement for produce cash value benefits (CVB) is the maximum amount assigned to the Food Instrument.
- (13) Payment disputes must be directed to the Primary Agency.

- (A) The Performing Agency cannot seek restitution or reimbursement directly from WIC participants, nor contact WIC participants, about Performing Agency overcharges, NTE adjustments, or claims not paid by the Primary Agency; and
- (B) Disputes must be addressed within 60 Days of the WIC transaction date.

**3.3 Training Requirements.** The Performing Agency shall meet the following criteria:

- (1) Attend and complete mandatory training sessions at times mutually agreeable to the Performing Agency and the Primary Agency:
  - (A) Prior to, or at the time of, a Performing Agency's initial authorization;
  - (B) Annually, via Primary Agency provided self-paced instruction modules with a post test for all employees;
  - (C) At least once every three years, or within the Vendor Agreement period, (in an interactive format supplied by the Primary Agency that includes contemporaneous opportunity for questions and answers);
  - (D) Any time a Performing Agency accumulates 10 or more violation points (all store-level employees who handle WIC transactions shall attend mandatory training);
  - (E) With the implementation of new technology either by Utah WIC or the Performing Agency; and
  - (F) As otherwise deemed necessary and required by the Primary Agency.
- (2) Collaborate with the Primary Agency to determine the types and methods of training:
  - (A) Any WIC training materials not approved by the Primary Agency do not meet Primary Agency or Federal training requirements and will result in Violations and/or Sanctions by the Primary Agency.
- (3) Comply with the following training components:
  - (A) Ensure all employees who handle WIC transactions are adequately trained on WIC redemption procedures prior to attending a lane or monitoring self-checkout stations;
  - (B) Complete annual training that meets federal and Primary Agency requirements;
  - (C) Ensure all front-end staff and store management complete annual Utah WIC Training requirements;
  - (D) Provide internal training materials to the Primary Agency for review as requested;

- (E) Include a point-of-sale component in their cashier training where employees successfully complete a WIC transaction; including a balance inquiry, benefit reversal, suspending and voiding a transaction.
- (4) Understand that the following may result in additional Violation points, disqualification, and/or rejection of an authorization renewal:
  - (A) Failure to comply with all outlined training requirements;
  - (B) Failure to schedule and hold mandatory training sessions;
  - (C) Failure to attend scheduled trainings sessions; and
  - (D) Failure to complete the required training sessions or modules by the deadline outlined by the Primary Agency.
- (5) Provide the Primary Agency with attendance records for all annual training sessions. Paper or electronic records are acceptable:
  - (A) Training is subject to verification by the Primary Agency.

**3.4 Compliance Requirements.** The Performing Agency shall meet the following criteria:

- (1) Assume responsibility for all actions of its owners, officers, managers, agents, employees, contractors, and other representatives who commit violations;
- (2) Comply with all communications, instructions and memorandums issued by the Primary Agency;
- (3) Purchase infant formula only from wholesalers, distributors, and other Performing Agencies licensed by Utah WIC, or infant formula manufacturers registered with the Food and Drug Administration (FDA):
  - (A) Invoices for proof of compliance with the Utah WIC infant formula purchasing standard may be requested by the Primary Agency at any time.
  - (B) In the event of an infant formula recall or shortage, follow instructions from the Primary Agency to replace or substitute formula for WIC participants.
- (4) Conduct business with, and treat, WIC customers in the same manner as non-WIC customers:
  - (A) Inappropriate behavior toward WIC customers will be considered discourteous treatment of a WIC participant and Sanctions will be imposed on the Performing Agency.
- (5) Offer the same courtesies to WIC customers that are offered to non-WIC customers:
  - (A) Performing Agency may not offer WIC participants incentive items that are not offered to

non-WIC customers. This includes all store promotions, except any promotion or discount where sales tax must be collected as required by the Utah State Tax Commission; and

- (B) Any Performing Agency who knowingly refuses to provide a promotion, discount, or store loyalty card to a WIC participant will be in Violation of this agreement.
- (6) Permit State and Local WIC Agency representatives to conduct on-site monitoring visits:
  - (A) Visits may, or may not, be announced in advance but the representative(s) will identify themselves upon entering the Performing Agency;
  - (B) The manager on duty should be prepared to provide technical assistance if needed, and discuss the findings of the representative; and
  - (C) Any findings that do not meet the requirements of this agreement will be addressed by the Primary Agency and may result in Violations or Sanctions.
- (7) Agree to allow the Primary Agency to perform undercover investigations and transaction attempts for the purpose of assessing compliance.
- (8) Correct any non-compliance findings within 30 Days of receiving notification of the issue(s) or face violations and/or sanctions, including possible termination from the WIC program.
- (9) Report any program violations by WIC participants to the Primary Agency immediately.
- (10) Comply with the regulations of the Supplemental Nutrition Program (SNAP) 7 CFR §278.6(e)(8).
  - (A) Any disqualification from the SNAP program will result in immediate disqualification from the WIC program;
  - (B) Any disqualification from the WIC program, due in part, or in whole, to violations included in SNAP regulations, may result in disqualification from SNAP.

3.5 **Non-Compliance.** The Performing Agency shall be subject to the following criteria:

- (1) Non-compliance may result in suspension or disqualification from the WIC Program.
- (2) Any Performing Agency who commits fraud or abuse of the WIC program may be prosecuted under applicable federal, state and local laws.
- (3) Performing Agencies who have willfully misapplied, stolen or fraudulently obtained less than \$100 of WIC program funds shall be subject to: a fine of not more than \$1,000, imprisonment for not more than one year, or both fine and imprisonment (per 7 CFR §245.14).



- (4) Performing Agencies who have willfully misapplied, stolen or fraudulently obtained \$100 or more of WIC program funds shall be subject to: a fine of not more than \$25,000, imprisonment for not more than five years, or both fine and imprisonment (per 7 CFR §245.14).
- (5) If a Performing Agency is disqualified, the Primary Agency will terminate authorization and the Performing Agency will have to reapply for authorization after the disqualification period is over.
- (6) Understand that any disqualification from the Utah WIC Program due in whole or in part to violations included in 7 C.F.R. §278.6(e)(8) may result in disqualification from SNAP.

**3.6 Auditing Requirements.** The Performing Agency shall meet the following criteria:

- (1) Maintain all records required by state or federal law for a minimum of five years, including but not limited to:
  - (A) Receipts, invoices, and inventory records used for state or federal tax reporting purposes; and
  - (B) Records of all infant formula purchases from manufacturers, wholesalers, distributors, retailers, or any other point of purchase.
- (2) Provide the following documentation to the Primary Agency upon request:
  - (A) Monthly, quarterly, and annual food sales records or receipts for SNAP-eligible food items, including infant formula, and all WIC foods purchased;
  - (B) Records include invoices, receipts, bank deposits, IRS forms, State Tax Commission forms and financial records and SNAP sales volume records; and
  - (C) TPP reconciliation reports.
- (3) Provide a complete WIC transaction summary, over a specified period of time, to the Primary Agency for review and auditing purposes.
- (4) Make available all records in the Performing Agency's possession, and all WIC program related records available to the Primary Agency and the Comptroller General of the United States, at any reasonable time and place for inspection and audit.
- (5) Assume responsibility for the validity of the information it provides to the Primary Agency.
- (6) Acknowledge that failure to provide any required sales data, or providing false information to the Primary Agency, will result in an immediate denial of payments, Violation points, Sanctions and/or the termination of the Utah WIC Vendor Agreement;
  - (A) Failure to comply with a Primary Agency auditing investigation will result in immediate program disqualification.

- 3.7 **Termination.** The Primary Agency will terminate authorization (with not less than 30 Day written notice) due to:
- (A) Changes in the present Vendor Agreement which would require all Performing Agencies to complete a new agreement;
  - (B) A Performing Agency's failure to fulfill its obligations under this agreement in a timely and satisfactory manner;
  - (C) The reduction or elimination of federal funding, state funding, or both;
  - (D) Participant caseload management reviews to effectively manage funding, in which the Performing Agency with the highest cost per food package will be terminated if the termination will not affect participant access;
  - (E) A change in federal regulations, recommended change or lack of funding which results in the necessity to decrease the number of Performing Agencies to maintain a cost-effective program or alters the way Performing Agencies are selected, qualified, or disqualified; and
  - (F) Fraud or abuse of the Utah WIC program.

Article 4  
LIABILITY AND LIMITATIONS

- 4.1 Performing Agency shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors. Performing Agency shall fully indemnify, defend, and save harmless the Primary Agency and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Performing Agency's performance of the Agreement caused by any intentional act or negligence of Performing Agency, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that Performing Agency must not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the Primary Agency. The Primary Agency does not waive any rights or defenses available under the Government Immunity Act.

Article 5  
TERMINATION

- 5.1 Either party may terminate this Agreement with cause. If the cause for termination is due to the default of a party, the non-defaulting party must send a notice citing the default and give notice to the defaulting party of its intent to terminate. The defaulting party may cure the default within 15 Days of the notice. If the default is not cured within the 15 Days, the party giving notice may terminate this agreement 45 Days from the date of the initial notice or at a later date specified in the notice.

Article 6  
PAYMENTS

- 6.1 **Payments.** Performing Agency will be reimbursed for Utah WIC transactions under the following terms:
- (1) They are an authorized Utah WIC grocery store with a current, signed Vendor Agreement in place with the Primary Agency;
  - (2) Claims for payment are submitted through a WIC certified TPP;
  - (3) Claims for payment are received within 30 Days of the transaction/purchase date;
  - (4) Performing Agency agrees to accept the Primary Agency's cost containment measures as applied to the NTE maximum allowable reimbursement for any food item; and
  - (5) Payments must be received from the Performing Agency's contracted TPP.

Article 7  
MISCELLANEOUS PROVISIONS

- 7.1 **Amendment.** Neither party may enlarge, modify, or reduce the terms, or scope of work in this Agreement, except by written amendment.
- 7.2 **Notice.** Notice must be in writing and sent to the contact persons on page one of this Agreement.
- 7.3 **Independent Entity.** The Performing Agency acts as an independent entity from the Primary Agency in performance of this Agreement.
- 7.5 **Confidentiality.** The Performing Agency shall maintain strict confidentiality of all WIC participation status, information, or records supplied by the Primary Agency:
- (1) Such information or records may not be disclosed to anyone other than the Primary Agency and its representatives, and the Performing Agency's representatives, unless disclosure is ordered or subpoenaed by a court of law; and
  - (2) The Performing Agency assumes liability for all disclosures of confidential information by the Performing Agency or its representatives and employees.

Article 8  
OUTCOMES

- 8.1 **Outcome.** The desired outcome of this agreement is to comply with federal regulations by implementing a Vendor Agreement to increase operating, compliance, training and auditing measures with authorized Utah WIC Performing Agencies.
- 8.2 **Performance Measure.** Performance quantity and quality will be determined by the successful day to day operations of WIC authorized Performing Agencies.

- 8.3 **Reporting.** The Performing Agency shall not be required to provide any reporting except as requested by the Primary Agency for auditing purposes.

## Appendix

### Assurance of Civil Rights Compliance Contract Language

All contracts between the Utah WIC Program and sub recipients of the program at the state and local agency levels must contain an assurance of civil rights compliance. The term "Primary Agency" in the language can be substituted to the appropriate entity for which the contract is written. The language follows below:

The Primary Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), 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. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the Primary Agency agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any Violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the Primary Agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Primary Agency.



**VENDOR AGREEMENT TO PARTICIPATE IN THE UTAH WOMEN, INFANTS, AND CHILDREN (WIC) PROGRAM (Federal Fiscal Years 2025-2029)**

The Vendor acknowledges it has accessed, reviewed, and accepts the terms and conditions in the WIC Vendor Policies and supporting documents at the links provided above. These policies are hereby incorporated as part of the Vendor Agreement. The terms and conditions of the Vendor Agreement and policies may be changed by FNS and the State Agency at any time. The Vendor Agreement is valid from October 1, 2024, through September 30, 2029.

The firm or individual signing this document on behalf of the vendor certifies that they have read and understand the policies and regulations for vendors included in this document. The firm or individual understands that failure to adhere to the policies and regulations will result in disqualification as an authorized vendor. The undersigned states that they are an authorized representative of the vendor with legal authority to obligate the vendor.

**Vendor Representative**

<b>Vendor Name:</b>	<b>Vendor Phone Number:</b>
<b>Vendor Address:</b>	<b>Best Vendor Email:</b>
<b>Signature:</b>	<b>Date:</b>
<b>Print Name:</b>	<b>Title:</b>

**State of Utah Representative**

<b>Signature:</b>	<b>Date:</b>
<b>Print Name:</b> JoDell Geilmann-Parke	<b>Title:</b> Utah WIC Vendor Manager