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### ATTACHMENTS:

- Application for Vendor Authorization
- Two WIC Vendor Agreements
- Minimum Required Stock
- Maryland Authorized Vendor Infant Formula Supplier Directory
- Checklist of Documents to Submit with Application
- Maryland WIC Authorized Foods List

PLEASE READ THE ENTIRE VENDOR APPLICATION PACKAGE BEFORE COMPLETING AND SUBMITTING YOUR APPLICATION TO THE MARYLAND WIC PROGRAM FOR AUTHORIZATION.

INCOMPLETE APPLICATIONS WILL BE RETURNED.
INTRODUCTION

WHAT IS WIC?

The Special Supplemental Nutrition Program for Women, Infants and Children (WIC) is a nutrition program for pregnant women, breastfeeding mothers, postpartum mothers, infants, and children under five years old. WIC participants must have a family income that is less than 185% of the poverty level and have health problems that can be improved through good nutrition.

The foods WIC provides include:

- Baby foods – fruits and vegetables for all infants and meat for exclusively breastfed infants
- Beans
- Canned tuna, salmon, and sardines for some women
- Cereal
- Cheese
- Eggs
- 100% fruit juice
- Fruits and vegetables (fresh, frozen, canned)
- Iron fortified infant formula
- Infant cereal
- Milk
- Peanut Butter
- Soy Milk
- Tofu
- Whole grain bread, brown rice, whole wheat tortillas or soft corn tortillas

WIC also refers participants to health and social service programs and provides information on good eating habits to help people be healthy and eat well.

The United States Department of Agriculture (USDA) funds WIC, which is managed by the Maryland Department of Health, Prevention and Health Promotion Administration. WIC is administered at the local level by local WIC agencies such as health departments and community health centers that operate throughout the State of Maryland.

WIC is different from the Supplemental Nutrition Assistance Program (SNAP) or Food Supplemental Program (FSP) because participants can only buy the types and quantities of nutritious foods prescribed by the WIC Program. WIC participants can only use their WIC benefits at stores that are authorized by the Maryland WIC Program.

Authorized stores that sell WIC foods are very important because they:

- Are located statewide to give WIC participants shopping options at a variety of locations; and
- Make sure that WIC customers buy only those foods prescribed to them on their eWIC card.
What is a Vendor?

A vendor is a sole proprietorship, partnership, privately held corporation, or publicly traded corporation operating one or more stores authorized or applying for authorization by the Program to provide approved supplemental foods to participants under a retail food delivery system. Each store operated by a business entity constitutes a separate vendor and must be authorized separately from other stores operated by the business entity. Each store must be in a fixed location.

What is Vendor Authorization?

Vendor authorization means the process by which the Program assesses and enters into a signed agreement with retail food stores or pharmacies that apply or subsequently reapply to be authorized as WIC vendors.

MARYLAND WIC AUTHORIZES THE FOLLOWING TYPES OF VENDORS:

- Food Store - A grocery store or supermarket licensed under Code of Maryland Regulations (COMAR) 10.15.03 that has no pharmacy on its premises.
- Food Store/Pharmacy Combination - A food store and a pharmacy under the same ownership on the same premises.
- Pharmacy only - An establishment that has been issued a permit to operate by the State Board of Pharmacy and once authorized, can only accept WIC food instruments that prescribe infant formula and WIC-eligible medical foods.
- Commissary - A grocery store located on a military installation and/or owned by the Department of Defense.

Please note: If the State agency determines that a participant hardship exists, where access to special infant formula and WIC-eligible medical foods are not available through a food/pharmacy combination store, the State agency, at its sole discretion, may authorize a pharmacy only vendor.

The Maryland WIC Program will not authorize stores that expect to receive 50% or more of their eligible food sales from WIC (“eligible food sales” are sales of all SNAP eligible foods intended for home preparation and consumption, as set forth in 7 C.F.R. § 246.2.) Maryland WIC shall monitor store sales after authorization. If a WIC vendor is determined to derive 50% or more of its eligible food sales from WIC, its authorization shall be terminated.
APPLICANT’S MINIMUM QUALIFICATIONS AND OTHER REQUIREMENTS

To be considered for authorization as a WIC vendor, owners of retail food stores, combination food store/pharmacies, or military commissaries must meet the following criteria:

1. Have posted in the store a current Food Service Facility license issued by the local health department or Department of Environment.

2. Be authorized by the Supplemental Nutrition Assistance Program (SNAP) and may not be currently disqualified or suspended from SNAP.

3. If a food store/pharmacy combination or pharmacy only, have a current permit to operate as a pharmacy issued by the State Board of Pharmacy posted in the store.

4. Operate at a fixed location and be operational at the time of the on-site inspection.

5. Maintain the store premises in a sanitary condition with no evidence of excess trash, vermin, or general lack of cleanliness.

6. Be accessible to persons with disabilities.

7. Comply with applicable federal and State laws and regulations.

8. Have a valid email address that is checked on a regular basis to receive information and updates from the WIC Program.

9. Submit a completed vendor application to the State agency and two signed Vendor Agreements.

10. Have in its store from the time the application is submitted, the Minimum Required Stock.

11. Successfully complete an on-site visit.

12. The highest shelf prices must be competitive and be less than or equal to 125% of the peer group average. Peer groups are made up of stores similar in size and geographic location.

13. Have a management representative attend New Vendor Training.

14. A vendor applicant may not have an owner who has been convicted of fraudulent business practices.

15. Be eWIC capable and therefore, have a certified eWIC system to accept and process Maryland eWIC transactions or a phone/internet connection and an electrical outlet near the checkout counter.
Applicants not meeting the above qualification criterion will be declared unqualified, and the application will not be processed. Meeting the criterion above does not constitute authorization to redeem Maryland eWIC food benefits with the following exception:

An applicant currently participating as an authorized vendor that has an appeal in process with the State Agency, pending a decision at the time an application is received for re-authorization may continue accepting eWIC until a decision regarding the appeal has been rendered or their WIC authorization has expired. The application for reauthorization, however, may be denied based on the applicant’s history of violations.

If the result of the appeal upholds the State Agency’s action, the Vendor’s Agreement will be terminated immediately. If the result of the appeal overturns the State Agency’s action, the Vendor’s Agreement shall remain in effect until it expires or is subsequently terminated at a later date.

Vendors or Vendor Applicants May Not Apply for Authorization if they are:

1. Currently under disqualification by the State Agency or SNAP;
2. Designated as a high risk vendor as determined by the State Agency to have a high probability of violating program requirements;
3. Owes money to the State Agency; or
4. Derives or will derive after commencement of authorization more than 50 percent of the vendor's or applicant’s eligible food sales from food purchased with WIC food instruments.

A vendor who has been disqualified from the Program may not apply for authorization during the period of disqualification.

A vendor applicant may not apply for authorization in order to circumvent sanctions imposed by the State Agency on a previous vendor. In order to determine whether the vendor applicant seeks authorization in order to circumvent sanctions imposed on a vendor by the State Agency, the State Agency will review the totality of the circumstances and may consider whether the:

1. Vendor applicant is related to the former vendor;
2. Former vendor or a relative of the former vendor is involved in the operation of the store;
3. Former vendor or a relative of the former vendor is a director, officer, or otherwise part of the entity that will own the store;
4. Business was sold for fair market value
VENDOR AUTHORIZATION PROCESS

A. Application and Inspection

The State Agency, under current regulations, has 60 days to process an acceptable application for WIC authorization. At any time during that period, an unannounced on-site visit will be conducted. The on-site visit consists of checking to verify minimum required stock, collecting prices, and verifying information on the application.

After an on-site visit is conducted, the prices collected by State Agency staff are analyzed and compared to prices of other stores similar in size and geographic location. These groupings are called “Peer Groups”. Currently, there are three category sizes: small stores; 1 to 3 lanes, medium stores; 4 to 7 lanes, and large stores; 8 or more lanes and 19 Peer Groups. See COMAR 10.54.03.03 for the peer group breakdown of stores by region and size.

If it is determined that your store’s prices exceed 125% of the Peer Group average, you will be denied authorization, and advised of the denial in writing.

If your store’s prices are determined to be acceptable, and all other authorization criteria have been met, you will be advised of the next available New Vendor Training class. New Vendor Training is mandatory and provides important instructions for processing eWIC transactions. Once you have attended New Vendor Training, you will be notified in writing that your application has been approved.

B. Certification of eWIC system

State Provided Equipment: Also referred to as “single function,” or “WIC only,” equipment provided by the WIC Program that is used in addition to a store’s existing cash register system. It works independently from other store equipment and can be used only for eWIC transactions.

Once your application has been approved and your store requires state provided equipment, you will be referred to our processor in order to complete the necessary paperwork for the use of the equipment. You will schedule an appointment with the processor once you have received your equipment. At this time, the processor will walk you through the steps for installing your equipment. Once the equipment is properly installed, the processor will train you on how to use the equipment. After you have received training and before you can accept eWIC benefits, State WIC staff will schedule a visit to test the equipment to ensure it is working properly.

The number of stand-beside eWIC terminals is determined by the type of store and amount of your WIC redemptions. According to the USDA formula:

Superstores & Supermarkets: one (1) terminal for each $11,000 in monthly WIC redemptions, up to a maximum of 4 terminals (or up to the number of lanes, if less than 4).
All other vendors: one (1) terminal for each $8,000 in monthly WIC redemptions, up to a maximum of 4 terminals (or up to the number of lanes, if less than 4).

**Integrated System:** A system where eWIC transactions are processed within the store’s existing point of sale (POS) device. eWIC is simply another form of tender. Most chain stores have an integrated system.

Upon completion of New Vendor Training, your store’s equipment must be certified by State staff. State staff will schedule a visit to test your POS system to ensure it is processing eWIC transactions properly. Your store will be able to accept eWIC transactions once it has passed certification and all cashiers have been trained.

If your store’s application is denied, you will receive written notification of the reason for denial and advised of your right to appeal. **If a store is denied authorization three times in a 12-month period, the vendor applicant cannot reapply for WIC authorization until one year (twelve months) after the last denial date.**

C. Special Consideration for Military Commissaries

The U.S. Department of Agriculture and the U.S. Department of Defense have entered into a Memorandum of Understanding to clarify the basic responsibilities of the State WIC agencies or their designated local agencies and military commissaries authorized to be WIC vendors.

Military Commissaries, as federal entities, are exempt from some State requirements; however, the State WIC Agency may still authorize them as WIC vendors pursuant to CFR §246.12(f)(1) of the federal regulations for the WIC Program, which permits modification of the Vendor Agreement. A commissary will be required to submit application information to the Program by the deadline if one is given.

**VENDOR APPLICATION INSTRUCTIONS**

Carefully read and follow the instructions provided below for completing your application to become an authorized WIC Vendor.

1. Clearly print or type your answers. **Illegible applications will be returned.**

2. **Fill in all blanks.** If a particular question does not apply to your store, write “N/A” for Not Applicable.

3. List the names and home addresses of all of the owners of the store. If the store is incorporated, write the name of the corporation and list the names of the President, Vice President, Treasurer, Resident Agent and the address of the corporation. If the owner is an LLC, supply a list including home addresses and phone numbers for all directors and managers.

4. Use your store’s last federal or state tax form to provide gross annual sales. If the store is new, provide an estimate. This information will be kept confidential.
5. Sign, date and submit the application. Vendor applications must be signed and dated to be considered valid.

6. Sign, date, and submit both Vendor Agreements with original signatures. One will be mailed to you once the application process is complete.

7. Use the Document Checklist to ensure you have included all required documents, copies of licenses requested, and have completed the application in full.

Failure to provide accurate information or required documents may result in unnecessary delays in processing your application. Incomplete applications will be returned. If it is determined that false information was provided, the application will be denied.

**FAXED APPLICATIONS SHALL NOT BE ACCEPTED**

Applications may be mailed or hand delivered **by appointment only**. Mail or deliver the applications to:

Maryland Department of Health  
Maryland WIC Program  
201 W. Preston Street, 1st Floor  
Baltimore, MD 21201

**Your application will be approved or denied within 60 days of receipt by this office.** If you have questions or difficulty completing this application, please contact Terri Buckler at 410-767-5722, Andrea Tompkins at 410-767-5251, Monique Brooks at 410-767-5233 or Debbie Earl at 410-767-5433.
APPLICATION FOR VENDOR AUTHORIZATION

INSTRUCTIONS: An owner, officer, manager, or other individual authorized to act on behalf of the applicant must complete the following information in its entirety and sign in appropriate areas to authenticate this document. Failure to provide information as requested will be grounds for refusal to accept and process the application for authorization.

PURPOSE OF THE APPLICATION
Check A or B (Required):
(A) For the first-authorization (new store)   (B) For re-authorization (current WIC vendor)   

If A, have you applied for WIC within the last 2 years for the store named in the application?   Yes            No  

If YES, when (the most recent)? (Month / Year)   

BUSINESS TYPE
Check the appropriate type from the list below:
Sole Proprietorship   Privately Held Corporation   
Partnership   Publicly Traded Corporation   

OWNERSHIP/CORPORATION IDENTIFICATION

OWNER/CORPORATION NAME

FEDERAL TAX I D NUMBER

OWNERSHIP/CORPORATION MAILING ADDRESS

P. O. BOX NUMBER

CITY

STATE ZIP CODE

TELEPHONE NUMBER

ALTERNATE PHONE NUMBER

OWNERSHIP/CORPORATION E-MAIL ADDRESS (REQUIRED)

OWNERSHIP–LIST ALL CURRENT OWNERS. IF CORPORATION, LIST ALL OFFICERS (USE ADDITIONAL SHEET IF NECESSARY)

Please Print. NAME (LAST, FIRST, MIDDLE)   FULL ADDRESS   PHONE NUMBER

CONFLICT OF INTEREST

Are there any members of the ownership, management, or corporate officers who serve as board members or directors of an agency contracted with the Maryland Department of Health (MDH)? Yes            No  

Are there any members of the ownership, management, or corporate officers who serve as board member appointees or are elected officials with oversight of a public or private health agency? Yes            No  

Are there any members of the immediate family of the ownership, management, or corporate officers who serve as board members or directors of an agency contracted with MDH? Yes            No  

If yes to any of these three questions, please specify relationship and circumstance in detail. Attach additional sheets if needed.

Has any staff that will manage or work in the store on a day-to-day basis ever managed, worked in or owned a WIC authorized store? Yes            No  

If yes to the question above, list stores. Use additional sheet if needed.
**STORE DETAILS**

<table>
<thead>
<tr>
<th>OWNER/CORPORATION NAME (OR Current Contract)</th>
<th>CURRENT WIC VENDOR NUMBER</th>
</tr>
</thead>
</table>

**STORE NAME**

**STORE STREET ADDRESS**

<table>
<thead>
<tr>
<th>CITY</th>
<th>COUNTY</th>
<th>STATE</th>
<th>ZIP CODE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>STORE TELEPHONE</th>
<th>STORE E-MAIL ADDRESS</th>
<th>STORE FAX NUMBER</th>
</tr>
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</table>

**STORE CONTACT PERSON FOR WIC PROGRAM**

**CONTACT PERSON’S TITLE**

<table>
<thead>
<tr>
<th>STATE SALES TAX ID</th>
<th>FOOD STAMP AUTHORIZATION # (required)</th>
<th>FOOD STAMP AUTHORIZATION DATE</th>
</tr>
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</table>

How long has this location been open under the current ownership?  Years _____  Months _____

**FACILITY AND OPERATION**

Is the facility ADA (Americans with Disabilities Act) Compliant?   Yes        No        _____

Date of last Health Department Inspection: ___________________  Passed _____  Failed _____

Store Type:  Food Store  Food Store/Pharmacy  Pharmacy Only  Commissary

<table>
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<tr>
<th>Store size : square feet</th>
<th>Allotted storage size: square feet</th>
</tr>
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</table>

Do you expect your WIC sales to exceed 50% of your total food sales?  Yes _____  No _____

**Hours of Operation**

If open 24 hours, 7 days check here: ________

If not, complete the schedule at right.

Do not include holiday shortened or extended times.

<table>
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<tr>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
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Infant Formula Supplier (Required):

<table>
<thead>
<tr>
<th>Company Name :</th>
<th>Phone Number :</th>
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</table>

<table>
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<tr>
<th>Total Annual Gross sales, all products: $</th>
<th>Monthly Food Stamp sales: $</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Total Annual Food sales: $</th>
<th>Is alcohol or tobacco sold?  Yes _____  No _____</th>
</tr>
</thead>
</table>

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<tr>
<th>Number of registers or scanners:</th>
<th>Is the POS system integrated?  Yes _____  No _____</th>
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**HISTORY**

1. List all stores owned by any of the owners or managers that are currently WIC vendors in Maryland. (Use additional pages if needed.) Please Print

<table>
<thead>
<tr>
<th>OWNER NAME</th>
<th>STORE NAME AND ADDRESS</th>
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Revised 08/2017
2. If any store has been acquired within the last three years, what is the relationship, if any, of the current owner(s) to the previous owner(s)? Please Print

<table>
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<tr>
<th>STORE NAME AND LOCATION</th>
<th>DATE ACQUIRED</th>
<th>CURRENT OWNER NAME</th>
<th>PREVIOUS OWNER NAME</th>
<th>RELATIONSHIP</th>
</tr>
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The Maryland WIC Program shall review the accuracy of all applicant qualifications and shall make appropriate authorizations based upon the results of such review.

CERTIFICATION AND SIGNATURE OF OWNER, OFFICER OR MANAGER (Person who has the authority to apply on behalf of the business):

1. I am applying for authorization as a vendor for the Maryland WIC Program and I have authority to contract for the business.

2. I certify that during the last six (6) years that the vendor applicant or any of the vendor applicant's current owners, officers, or managers have not been indicted for, convicted of, or had a civil judgement entered against them for any activity indicating 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.

3. I consent to the release of necessary and required information on myself and/or this company/business to the United States Department of Agriculture, Food Nutrition Service; the Maryland Department of Health and its contractor's agents; and the Food Stamp Program, for the purpose of determining eligibility, program coordination, and conducting authorization and compliance activities.

4. I certify that neither the vendor applicant nor any of the vendor applicant's current owners, officers, or managers have been disqualified, suspended, or have been assessed a civil money penalty from any USDA/FNS Program.

5. I hereby certify that the information presented in this application is true and factual to the best of my knowledge, information, and belief. I understand that misrepresentation of the information contained herein will nullify this application or will lead to contract termination if discovered at a later date.

OWNER/REPRESENTATIVE SIGNATURE

DATE

OWNER/REPRESENTATIVE PRINTED NAME

TITLE

The Maryland WIC Program is not obligated to contract with any retailer. Each applicant has the right to appeal the decision if the application is denied. Expiration of an Agreement is not subject to appeal.

The United States Department of Agriculture (USDA) prohibits discrimination on the basis of race, color, national origin, sex, age, or disability. Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA’s TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint, write the Administrator, Food and Nutrition Service, USDA, 301 Park Center Drive, Alexandria, VA 22302. USDA is an equal opportunity employer.

If the application preparer is different from the owner or corporate officers, please fill the preparer's information below.

NAME: ________________________ ADDRESS: _____________________________________________

PHONE: ______________________ EMAIL: ___________________________________________

RELATIONSHIP TO OWNER: ____________________________
THIS PAGE
INTENTIONALLY
LEFT BLANK
This Agreement, dated ________________, is made by and between ________________, hereinafter called “Vendor,” and the **Special Supplemental Nutrition Program for Women, Infants and Children**, a unit of the Maryland Department of Health, Prevention and Health Promotion Administration (PHPA), hereinafter called “Program” or “WIC,” and shall commence on ________________ and shall terminate on ________________.

(to be filled in by the Program) (to be filled in by the Program)

**Purpose:**

The purpose of the Program is to provide supplemental foods and nutrition education at no cost to eligible participants. The Program serves as an adjunct to good health care during critical times of growth and development, to prevent the occurrence of health problems and improve the health status of program participants.

The Program operates a retail food delivery system as defined in § 7CFR 246.12. This delivery system enables WIC participants to purchase WIC approved foods at the WIC authorized store of their choice.

This Agreement memorializes the requirements for the Vendor’s successful participation in the Program. It articulates the responsibilities of each party including Vendor monitoring, Vendor sanctions, and conditions under which the Agreement may or shall be terminated. The Vendor, in accepting the terms of this Agreement, agrees to support the objectives of the WIC
PLEASE RETURN TWO SIGNED COPIES OF THE VENDOR AGREEMENT!

Program and to participate in the delivery of WIC approved foods at the lowest possible competitive price for the benefit of all individuals authorized to participate in the Program. Therefore, once approved, the WIC Vendor is required to maintain its qualifications and meet all federal and state Program requirements in order to maintain this Agreement in force for its entire term.

Now, therefore, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

Provisions

A. Duration of Agreement:

This Agreement, which concerns the store’s or entity’s authorization to operate as a WIC Vendor, shall continue in effect until the above-stated termination date or unless it is terminated as provided in this Agreement.

B. Subsequent Agreement Changes:

The Program reserves the unilateral right to order in writing changes in the work within the scope of the Agreement and the unilateral right to order in writing a temporary stop or delay in performance. The Program may amend this Agreement upon 15 days' notice to the Vendor in order to comply with any new Federal or State laws or regulations or policies issued by the USDA. In all other instances, the Agreement may only be modified as the Program and the Vendor mutually agree in writing.

C. Governing Law:

The provisions of this Agreement are governed by Maryland law. All disputes arising out of this Agreement will be handled in Maryland courts.

D. Not a License/Property Interest:

This Agreement does not constitute 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 from being a WIC vendor, the Program will terminate this Agreement, and the Vendor will have to reapply in order to be authorized after the disqualification period has ended. In all cases, the Vendor’s new application will be subject to the Program’s vendor selection criteria and any vendor limiting criteria in effect at the time of the reapplication.
PLEASE RETURN **TWO SIGNED** COPIES OF THE VENDOR AGREEMENT!

**E. Non-Transferability:**

This Agreement is not transferable. Any change in ownership or rights of ownership, cessation of operation, or relocation of a store terminates this Agreement and the Vendor’s authorization to operate as a WIC vendor is ended. Termination of this Agreement due to change in ownership or relocation of a store may not be appealed.

The relocation of a WIC store terminates this Agreement, and the Vendor must reapply for a new period of authorization and be authorized as a WIC vendor by the WIC Program before it may operate as a WIC vendor at the new location.

**F. Renewability:**

This contract is in effect for the period indicated on page 1. Neither the Program nor the Vendor is under any obligation to renew this contract. Expiration of this contract shall not be subject to appeal or administrative review.

**G. Limitation Policy:**

Payment obligation by the Program is contingent upon the availability of Federal or State funds allocated for payment of such an obligation. If funds are not available for continuance of service, this Agreement shall become void, and services shall be terminated by the Program. The Program shall notify the Vendor at the earliest possible time of any service that will or may be affected by lack of availability of Federal or State funds.

**H. Telecommunication Failures:**

The Program is not responsible for the failure of telecommunications between Vendor and the Program’s eWIC Processor.

**I. Responsibilities of the Vendor:**

The Vendor agrees that the documents listed are hereby incorporated into this Agreement and made an integral part thereof:

1. Maryland WIC Program Vendor Application Packet
2. Maryland WIC Program Vendor Manual
3. Maryland WIC Program State Plan of Operations
The WIC Program will update these documents as required, and the Vendor is subject to the requirements of the most recent update. In addition, the Vendor is subject to the terms of the Sanction Policy in effect at the time the Vendor violates a provision of the Agreement.

**The Vendor agrees to:**

1. Adhere to all applicable existing law and regulations of the Program and any subsequently enacted as a result of State or Federal Legislation. Adhere to all policies and operating procedures of the Program, including those found in the WIC Application Packet, the WIC Vendor Manual, the WIC State Plan of Operations, COMAR, WIC EBT Operating Rules and any updates to these policies and procedures.

2. Obtain, at its expense, all licenses, permits, insurance, and government approvals, if any, necessary for the Vendor's performance under the Agreement.

3. Comply with all applicable Required Vendor Practices in accordance with COMAR 10.54.03.15.

4. Comply with the nondiscrimination provisions of 7 CFR Parts 15, 15a, and 15b and:

   a. Not discriminate in any manner against an employee or applicant for employment because of race, color, sex, creed, national origin, age, marital status, religion, ancestry, or disability of a qualified individual with a disability;

   b. Include a provision similar to that contained in subsection (a) above in any subcontract except a subcontract for standard commercial supplies or raw materials; and

   c. Post and cause subcontractors to post in conspicuous places, available to employees and applicants for employment, notices setting forth the substance of this nondiscrimination provision.

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PLEASE RETURN **TWO SIGNED** COPIES OF THE VENDOR AGREEMENT!

5. Refrain from use of the WIC logo and acronym, or close facsimiles, in the name of the Vendor, store front signage, and advertising and other promotional materials. Vendor developed shelf talkers/tags must be submitted to the State WIC office for approval before use. WIC shelf talkers/tags must be accurately placed and must not misidentify food items as WIC authorized. Vendors may not apply stickers, tags or labels that have the WIC logo or acronym on WIC-approved products. Violation of this prohibition is subject to the sanction contained in COMAR 10.54.03.16 which is incorporated by reference.

6. Maintain an active e-mail account that is frequently monitored and capable of receiving WIC contract and Program information.

7. Participate in Annual Vendor Training sessions offered by the Program and any other vendor training required or deemed appropriate by the Program.

8. Designate at least one person, at each authorized vendor location, to serve as the designated trainer. The designated trainer shall train all cashiers, including pharmacy cashiers and other staff involved with WIC transactions on Program requirements. The Vendor or its designated trainer will promptly inform employees of changes in the WIC Program, including changes to the Authorized Foods List.

9. Be accountable and responsible for vendor violations committed by owners, officers, managers, agents, and employees of the Vendor.

10. Maintain and enable through an internet connection, a certified eWIC system to accept and process eWIC transactions in a manner necessary to ensure system availability during all hours that the store is open.

11. For those issued State provided eWIC equipment, the Vendor will use the equipment according to the Program’s eWIC Processor’s instructions, only at the locations specified in this agreement. The deployment of the equipment at each retail location will be in accordance with the manual and other guidelines furnished by the eWIC Processor and the Program.

12. Provide the eWIC Processor with the name of the bank and the account number in which the Processor will deposit funds for completed and approved eWIC transactions.

13. Redeem food benefits for participants in the amount authorized through POS terminal(s), with Personal Identification Number (PIN) pad, scanner, and integrated printer, only upon presentation by participant of a valid Maryland eWIC card and participant entry of a valid PIN. The Maryland eWIC card number may be keyed-entered only if the card reader fails.
14. Provide to the participant, only WIC authorized foods during an eWIC transaction and ensure that all foods sold are not spoiled, expired or outdated.

15. Provide supplemental foods at the current prices or at less than the current prices charged to other customers.

16. Scan the actual Universal Product Code (UPC) that is affixed to the item. If the item being purchased is fresh produce and has a Product Lookup Code (PLU), the PLU is acceptable. Never scan codes from UPC or PLU codebooks, reference sheets or lists. All UPCs and PLUs scanned shall be affixed to the actual item being purchased by the WIC participant.

17. Allow the participant to pay the difference when a fruit and vegetable purchase exceeds the value of the cash-value benefit. This is known as a split tender transaction.

18. Be solely responsible for Vendor’s incorrect redemption of food benefits. Incorrect redemption of food benefits refers to the provision of products not authorized by the WIC Program or not contained in the participant’s food benefits.

19. Not accept a Maryland eWIC card for any purpose other than the redemption of WIC food benefits, including without limitation as security for repayment of any participant obligation to the Vendor. In the event of any violation of this provision, the Vendor will be obligated to reimburse the Program for any food benefits unlawfully received by either participant or the Vendor.

20. Not designate special checkout lanes restricted to be used by participants only, establish a minimum dollar amount(s) per WIC transaction, limit the number of WIC transactions or charge any fee in connection with the redemption of food benefits.

21. Not collect sales tax on WIC food purchases.

22. Provide each participant with a receipt for each eWIC transaction undertaken by the participant with the Vendor.

23. Not seek restitution from any participant in connection with the negotiation of WIC food benefits not paid for by the Program.

24. Not charge the Program for foods not received by a WIC participant. Overcharges as a result of an audit, shall be paid back to the Program set forth in COMAR 10.54.03.12.

25. Accept responsibility for WIC food inventory of the Vendor at the termination of the Agreement or upon the termination of the Vendor from the Program.
26. Offer Program participants the same courtesies offered other customers, including giving rewards to WIC participants for purchases made with WIC food instruments if rewards are given for cash purchases, allowing the use of store bonus or savings cards which provide price savings, and offering WIC customers in store promotions such as "buy one, get one free." However, the Vendor may not offer incentive items solely to WIC participants.

27. Provide to WIC representatives access to all program-related records in accordance with 7 CFR § 246.12(h) (3) (xv) of the WIC Regulations.

28. Surrender any WIC food instruments being stored or held on the Vendor’s premises to WIC personnel or contractors upon request.

29. Treat all Program staff and contractors with respect and courtesy. The Vendor shall not verbally abuse, threaten, retain or hold, against their will, any Program staff or contractors. Abuse of any kind will result in the termination of this agreement.

30. Maintain accounting and inventory records as described in J for a period of three (3) years.

J. **Purchase and Inventory Record Requirements:**

Accounting records means legible records that show actual numbers of eligible food sales from the Vendor and not an estimated number or percentage of eligible food sales; and actual WIC sales for each individual day. Records shall include but are not limited to sales and use tax returns, U.S. individual/business tax returns, daily sales journals or daily ledgers, sales receipts or register tape, inventory invoices, all of which include a breakdown of sales between the Supplemental Nutrition Assistance Program (SNAP) eligible food sales and non-eligible food sales.

Inventory records or invoices shall include the following:

1. Name and address of the supplier or wholesaler
2. Date of the purchase
3. Description of the exact items purchased, including, size, stock number, and UPC code (if available).
4. Unit price of the items
5. Total quantity purchased

The following criteria shall also be met regarding the acceptability of inventory records or invoices for WIC review purposes.
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1. Receipts, which do not completely describe the actual item, shall have computer codes, which can be verified by contacting the store at which the merchandise was purchased.

2. All receipts from purchases at retail establishments shall be machine dated by the establishment. Hand dated retail store receipts are not acceptable.

3. Affidavits, Statements of Fact and oral statements shall not be accepted as evidence of inventory. Only purchase invoices or retail receipts as described in this section shall be accepted and constitute evidence of inventory.

4. Inventory invoices for infant formula shall only be accepted from those wholesalers, distributors, and retailers listed on Maryland’s Infant Formula Directory

**K. State Provided eWIC equipment:**

State provided Point of Sale (POS) terminals used to support the WIC Program shall be deployed in accordance with the minimum lane coverage provisions of CFR §246.12(z)(2). The State agency may remove excess terminals if actual redemption activity warrants a reduction consistent with the redemption levels outlined in CFR §246.12(z)(2)(i) and (z)(2)(ii).

**L. Pharmacy Only Vendors:**

A Pharmacy Only vendor may provide infant formula only. If the Vendor is contracted to provide infant formula only, any reference to “WIC approved foods” in this contract shall be interpreted as “infant formula only.” All other provisions in this contract remain the same.

**M. Compliance with Vendor Selection Criteria:**

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

The Program will immediately terminate this Agreement if it determines at any time during the Agreement that the Vendor provided false information in connection with its application for authorization.

**N. Expiration, Termination and Disqualification:**

Either the Program or the Vendor may terminate this Agreement for cause after providing written notice to the other party at least 15 days in advance of the termination date unless a different notice period for termination by the Program is specified in this Agreement. The Program may terminate the Vendor’s authorization to operate as a WIC vendor or disqualify
the Vendor from authorization for reasons of Program abuse, failing to adhere to WIC policies and procedures, failing to adhere to applicable State and Federal statutes and regulations, the WIC Vendor Manual, the State Plan of Operations, and/or failing to adhere to the provisions of this Agreement. The Program may also impose a civil monetary penalty in accordance with the formula outlined in 7 CFR § 246.12 and COMAR 10.54.03.19, in lieu of disqualification.

The Vendor shall give 30 days’ notice to the State agency of a store’s closing, relocation, or change in ownership. The Vendor must notify the Program immediately when a store cannot operate due to fire or other natural disaster. Should the Vendor temporarily close the Vendor’s business for any reason and the business is able to reopen within thirty (30) days, the Vendor shall retain the Vendor’s WIC authorization. However, if more than thirty (30) days are needed to reopen, the Program shall terminate this Agreement, and the Vendor must reapply for authorization and be approved as a WIC vendor in order to operate as a WIC vendor. The Vendor shall notify the Program of any temporary closures at least 5 days in advance of the closure.

If this contract is terminated due to voluntary withdrawal or store closure, such termination is not subject to appeal. In accordance with Federal Regulations, this contract shall not be eligible for termination due to voluntary withdrawal if it is determined by the Program that such termination is for the purpose of circumventing a sanction.

A disqualification from the SNAP Program or disqualification from any other FNS Program will result in an automatic termination from the WIC Program for the same, but not necessarily concurrent, amount of time. A vendor disqualification resulting from the SNAP Program disqualification is not subject to administrative or judicial review.

The Program may disqualify a Vendor who has been issued a civil money penalty under the SNAP Program pursuant to 7 CFR § 246.12 of the WIC Program Regulations.

Notice of the Vendor’s termination of or disqualification from authorization from the WIC Program will be forwarded to the United States Department of Agriculture (USDA) and SNAP, and may be grounds for disqualification of the Vendor from other FNS Programs, including the SNAP. Such disqualification may not be subject to administrative or judicial review under the SNAP.

O. Administrative Review Procedures:

Except as provided elsewhere in this Agreement, the Vendor has the right to appeal a Program decision pertaining to a denial of application for authorization or a termination of or disqualification from authorization within 10 days of the date of the Vendor’s receipt of the notice of denial or notice of termination.
P. **Penalty:**

In accordance with 7 CFR § 246.12(h) (3) (xx) and 7 CFR § 246.23(d), a vendor that commits fraud or abuse of the WIC Program is liable for prosecution under applicable Federal, State and Local laws. Vendors who have willfully misapplied, stolen, or fraudulently obtained WIC funds shall be subject to a fine of not more than $25,000.00, imprisonment for not more than five years or both. If the value of the funds is less than $100.00, then the penalties are a fine of not more than $1,000.00, imprisonment for not more than one year or both.

Q. **Conflict of Interest:**

The Program will terminate the Agreement if the Program identifies a conflict of interest. It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval or disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, minor child, brother, or sister has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee or agent has previously complied with the provisions of State Government Section 15-501 et seq. of the Annotated Code of Maryland.

R. **Responsibilities of the Department:**

The Program Agrees to:

1. Advise participants of the location or locations of the store or stores that the Vendor has been authorized to operate under this Agreement.

2. Notify the Vendor of any changes in Program regulations and operating procedures.

3. Undertake appropriate monitoring, auditing, and review of the Vendor as required by Federal and State Program rules, regulations, policies, and procedures.

4. Provide prompt and courteous assistance to the Vendor when problems or questions arise concerning the Vendor’s operation as a WIC Vendor.

5. Maintain records associated with this Agreement.

6. Impose sanctions in accordance with the provisions of this Agreement, the WIC Vendor Manual, State Plan of Operations, and federal and state regulations and laws.
PLEASE RETURN TWO SIGNED COPIES OF THE VENDOR AGREEMENT!

7. Disqualify the Vendor for reasons of Program abuse or violations of this Agreement, the WIC Vendor Manual, the State Plan of Operations, or federal or state WIC regulations and laws, or disqualification from the SNAP Program or from any other FNS Program.

8. After providing an opportunity to correct or justify such payments, deny payment to the Vendor for improperly processed eWIC transactions and demand refunds for payments already made on improperly processed eWIC transactions.

S. **Vendor Monitoring:**

The Program, including its representatives at local jurisdiction WIC offices and contractors, may conduct monitoring of the Vendor to determine the Vendor’s compliance with applicable federal and state policies and regulations, the WIC Vendor Manual, and the WIC State Plan of Operations. The monitoring may include, but are not limited to, random monitoring, educational buys, inventory audits and covert compliance buys without the knowledge of the vendor. The Program has sole discretion as to whether or not to notify a vendor in writing when an investigation reveals an initial violation for which a pattern of violations must be established in order to impose a sanction pursuant to 7 CFR § 246.12(l)(3) and COMAR 10.54.03.16.

T. **Vendor Training:**

The Program has sole discretion to designate the date, time, and location of all interactive Vendor training, and the Vendor will be provided with at least one alternative date on which to attend such training. A vendor with a high rate of errors, rejected checks, complaints or other minor violations, shall attend an additional WIC training as required by the Program.

U. **Vendor Payments and Claims:**

The Program, subject to the terms of this contract, shall provide for the payment for WIC food benefits validly transacted and redeemed. Payment may be denied for WIC food benefits not properly completed, transacted or redeemed. Should improper use or redemption of WIC food benefits be determined following payment, claims may be made against the Vendor for amount(s) equal to the total price for which the vendor received payment on the WIC food benefit. In addition to denying a payment or assessing a claim, the Program may sanction the Vendor for vendor overcharges or other violations or errors in accordance with the Vendor Sanction Policy.

The Vendor must maintain prices for WIC approved foods which are competitive with other similar vendors in their peer group. The Program shall not pay the Vendor more than the competitive price limitations applicable to the Vendor. Competitive price limitations will be determined by the maximum price calculated for each approved food item. If the requested
price exceeds the maximum price, vendors will be paid the maximum price. The Vendor will not be sent any notification when this occurs.

The Program, as well as officers, agents, and employees of the Program, are not responsible for losses incurred by the Vendor as a result of investigation into an alleged violation, termination of or disqualification from authorization, and/or denial of application for authorization. The Vendor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of a termination. Pursuant to CFR § 246.12(m) vendor banking fees shall not be charged to the Program.

The vendor shall not charge to the State agency any third-party commercial processing costs and fees incurred by the vendor from EBT multi-function equipment. Commercial transaction processing costs and fees imposed by a third-party processor that the vendor elects to use to connect to the EBT system of the State shall be borne by the vendor. The State agency shall not pay or reimburse the vendor for interchange fees related to eWIC transactions.

The State agency shall not pay for ongoing maintenance, processing fees or operational costs for vendor systems and multi-function equipment used to support eWIC after the State agency has implemented eWIC statewide, unless the equipment is used solely for the WIC Program or the State agency determines the vendor using multi-function equipment is necessary for participant access.

V. Assurance of Civil Rights Compliance:

The State 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. 610 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or handicap, 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 State Agency agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review such records, books and accounts 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.
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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, reimbursable expenditures, grant or donation of Federal property and interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which 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 State Agency by the Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the State 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 the behalf of the State Agency.

**W. Agreement Monitor:**

The Program’s Agreement Monitor is the primary point of contact for the Program for matters relating to this Agreement. The Vendor shall contact this person immediately if the Vendor is unable to fulfill any of the requirements of the Agreement or has any questions regarding the interpretation of the provisions of the Agreement.

The Agreement Monitor for the Program is:

Maura Shea, Chief,
Vendor Operations & Program Compliance
Maryland WIC Program
201 W. Preston Street, Room 103
Baltimore, Maryland 21201
410 767-5258

**X. Primary Point of Contact:**

The Vendor’s primary point of contact is responsible for matters relating to the Vendor’s performance under this Agreement.
The Vendor’s primary point of contact is:

__________________________
Name (Print or Type)

__________________________
Title (Print or Type)

__________________________
Business Mailing Address (Print or Type)

__________________________
Business Telephone Number (Print or Type)

Y. **Assurances:**

The Vendor represents and warrants that the store being authorized is:

1. eWIC capable and therefore, has a certified eWIC system to accept and process Maryland eWIC transactions; and

2. Qualified to do business in the State of Maryland and that it will take all necessary action to remain so qualified; and

3. Not in arrears with respect to the payment of monies owed to the State of Maryland, or any unit thereof, and that it will not become in arrears during the term of the Agreement.

Z. **Special Certification:**

The Vendor, through signature of the owner or an authorized representative understands and accepts all terms of this contract. The individuals signing this contract certify that they are authorized to sign the Agreement on behalf of the Vendor and the Program, respectively, and that all information provided on the Vendor Application is true, accurate and complete.
PLEASE RETURN TWO SIGNED COPIES OF THE VENDOR AGREEMENT!

In Witness Whereof, the parties hereto have set their hands and seals:

(Signatory for the Vendor)

By: __________________________
(Owner or Authorized Representative Signature)

Name (Typed or Printed)

Title (Typed or Printed)

Date
Approved as to Form and Legal Sufficiency
This ______ Day of ______, 2017

By: __________________________

Claire Pierson
Assistant Attorney General

(Signatory for the Department)

By: __________________________
Secretary of Health

Or

By: __________________________
(Designee of the Secretary of Health)

Date of Signing by Secretary or Designee

Rev 8/17
This Agreement, dated ________________, is made by and between ________________, hereinafter called “Vendor,” and the Special Supplemental Nutrition Program for Women, Infants and Children, a unit of the Maryland Department of Health, Prevention and Health Promotion Administration (PHPA), hereinafter called “Program” or “WIC,” and shall commence on ________________ and shall terminate on _________________.

(to be filled in by the Program)    (to be filled in by the Program)

Purpose:

The purpose of the Program is to provide supplemental foods and nutrition education at no cost to eligible participants. The Program serves as an adjunct to good health care during critical times of growth and development, to prevent the occurrence of health problems and improve the health status of program participants.

The Program operates a retail food delivery system as defined in 7 CFR 246.12. This delivery system enables WIC participants to purchase WIC approved foods at the WIC authorized store of their choice.

This Agreement memorializes the requirements for the Vendor’s successful participation in the Program. It articulates the responsibilities of each party including Vendor monitoring, Vendor sanctions, and conditions under which the Agreement may or shall be terminated. The Vendor, in accepting the terms of this Agreement, agrees to support the objectives of the WIC
PLEASE RETURN TWO SIGNED COPIES OF THE VENDOR AGREEMENT!

Program and to participate in the delivery of WIC approved foods at the lowest possible competitive price for the benefit of all individuals authorized to participate in the Program. Therefore, once approved, the WIC Vendor is required to maintain its qualifications and meet all federal and state Program requirements in order to maintain this Agreement in force for its entire term.

Now, therefore, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

Provisions

A. **Duration of Agreement:**

This Agreement, which concerns the store’s or entity’s authorization to operate as a WIC Vendor, shall continue in effect until the above-stated termination date or unless it is terminated as provided in this Agreement.

B. **Subsequent Agreement Changes:**

The Program reserves the unilateral right to order in writing changes in the work within the scope of the Agreement and the unilateral right to order in writing a temporary stop or delay in performance. The Program may amend this Agreement upon 15 days’ notice to the Vendor in order to comply with any new Federal or State laws or regulations or policies issued by the USDA. In all other instances, the Agreement may only be modified as the Program and the Vendor mutually agree in writing.

C. **Governing Law:**

The provisions of this Agreement are governed by Maryland law. All disputes arising out of this Agreement will be handled in Maryland courts.

D. **Not a License/Property Interest:**

This Agreement does not constitute 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 from being a WIC vendor, the Program will terminate this Agreement, and the Vendor will have to reapply in order to be authorized after the disqualification period has ended. In all cases, the Vendor’s new application will be subject to the Program’s vendor selection criteria and any vendor limiting criteria in effect at the time of the reapplication.
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E. **Non-Transferability:**

This Agreement is not transferable. Any change in ownership or rights of ownership, cessation of operation, or relocation of a store terminates this Agreement and the Vendor’s authorization to operate as a WIC vendor is ended. Termination of this Agreement due to change in ownership or relocation of a store may not be appealed.

The relocation of a WIC store terminates this Agreement, and the Vendor must reapply for a new period of authorization and be authorized as a WIC vendor by the WIC Program before it may operate as a WIC vendor at the new location.

F. **Renewability:**

This contract is in effect for the period indicated on page 1. Neither the Program nor the Vendor is under any obligation to renew this contract. Expiration of this contract shall not be subject to appeal or administrative review.

G. **Limitation Policy:**

Payment obligation by the Program is contingent upon the availability of Federal or State funds allocated for payment of such an obligation. If funds are not available for continuance of service, this Agreement shall become void, and services shall be terminated by the Program. The Program shall notify the Vendor at the earliest possible time of any service that will or may be affected by lack of availability of Federal or State funds.

H. **Telecommunication Failures:**

The Program is not responsible for the failure of telecommunications between Vendor and the Program’s eWIC Processor.

I. **Responsibilities of the Vendor:**

The Vendor agrees that the documents listed are hereby incorporated into this Agreement and made an integral part thereof:

1. Maryland WIC Program Vendor Application Packet
2. Maryland WIC Program Vendor Manual
3. Maryland WIC Program State Plan of Operations
PLEASE RETURN TWO SIGNED COPIES OF THE VENDOR AGREEMENT!

4. Code of Maryland Regulations (COMAR) Title 10 Department of Health, Subtitle 54 Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)

5. Vendor Sanction Policy - COMAR 10.54.03.16

6. 7 Code of Federal Regulations (CFR) Section 246 Special Supplemental Nutrition Program for Women, Infants, and Children

7. Food and Nutrition Service’s (FNS) Operating Rules, Women Infants and Children (WIC), Electronic Benefits Transfer (EBT)

The WIC Program will update these documents as required, and the Vendor is subject to the requirements of the most recent update. In addition, the Vendor is subject to the terms of the Sanction Policy in effect at the time the Vendor violates a provision of the Agreement

The Vendor agrees to:

1. Adhere to all applicable existing law and regulations of the Program and any subsequently enacted as a result of State or Federal Legislation. Adhere to all policies and operating procedures of the Program, including those found in the WIC Application Packet, the WIC Vendor Manual, the WIC State Plan of Operations, COMAR, WIC EBT Operating Rules and any updates to these policies and procedures.

2. Obtain, at its expense, all licenses, permits, insurance, and government approvals, if any, necessary for the Vendor’s performance under the Agreement.

3. Comply with all applicable Required Vendor Practices in accordance with COMAR 10.54.03.15.

4. Comply with the nondiscrimination provisions of 7 CFR Parts 15, 15a, and 15b and:

   a. Not discriminate in any manner against an employee or applicant for employment because of race, color, sex, creed, national origin, age, marital status, religion, ancestry, or disability of a qualified individual with a disability;

   b. Include a provision similar to that contained in subsection (a) above in any subcontract except a subcontract for standard commercial supplies or raw materials; and

   c. Post and cause subcontractors to post in conspicuous places, available to employees and applicants for employment, notices setting forth the substance of this nondiscrimination provision.
5. Refrain from use of the WIC logo and acronym, or close facsimiles, in the name of the Vendor, store front signage, and advertising and other promotional materials. Vendor developed shelf talkers/tags must be submitted to the State WIC office for approval before use. WIC shelf talkers/tags must be accurately placed and must not misidentify food items as WIC authorized. Vendors may not apply stickers, tags or labels that have the WIC logo or acronym on WIC-approved products. Violation of this prohibition is subject to the sanction contained in COMAR 10.54.03.16 which is incorporated by reference.

6. Maintain an active e-mail account that is frequently monitored and capable of receiving WIC contract and Program information.

7. Participate in Annual Vendor Training sessions offered by the Program and any other vendor training required or deemed appropriate by the Program.

8. Designate at least one person, at each authorized vendor location, to serve as the designated trainer. The designated trainer shall train all cashiers, including pharmacy cashiers and other staff involved with WIC transactions on Program requirements. The Vendor or its designated trainer will promptly inform employees of changes in the WIC Program, including changes to the Authorized Foods List.

9. Be accountable and responsible for vendor violations committed by owners, officers, managers, agents, and employees of the Vendor.

10. Maintain and enable through an internet connection, a certified eWIC system to accept and process eWIC transactions in a manner necessary to ensure system availability during all hours that the store is open.

11. For those issued State provided eWIC equipment, the Vendor will use the equipment according to the Program’s eWIC Processor’s instructions, only at the locations specified in this agreement. The deployment of the equipment at each retail location will be in accordance with the manual and other guidelines furnished by the eWIC Processor and the Program.

12. Provide the eWIC Processor with the name of the bank and the account number in which the Processor will deposit funds for completed and approved eWIC transactions.

13. Redeem food benefits for participants in the amount authorized through POS terminal(s), with Personal Identification Number (PIN) pad, scanner, and integrated printer, only upon presentation by participant of a valid Maryland eWIC card and participant entry of a valid PIN. The Maryland eWIC card number may be keyed-entered only if the card reader fails.
14. Provide to the participant, only WIC authorized foods during an eWIC transaction and ensure that all foods sold are not spoiled, expired or outdated.

15. Provide supplemental foods at the current prices or at less than the current prices charged to other customers.

16. Scan the actual Universal Product Code (UPC) that is affixed to the item. If the item being purchased is fresh produce and has a Product Lookup Code (PLU), the PLU is acceptable. Never scan codes from UPC or PLU codebooks, reference sheets or lists. All UPCs and PLUs scanned shall be affixed to the actual item being purchased by the WIC participant.

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18. Be solely responsible for Vendor’s incorrect redemption of food benefits. Incorrect redemption of food benefits refers to the provision of products not authorized by the WIC Program or not contained in the participant’s food benefits.

19. Not accept a Maryland eWIC card for any purpose other than the redemption of WIC food benefits, including without limitation as security for repayment of any participant obligation to the Vendor. In the event of any violation of this provision, the Vendor will be obligated to reimburse the Program for any food benefits unlawfully received by either participant or the Vendor.

20. Not designate special checkout lanes restricted to be used by participants only, establish a minimum dollar amount(s) per WIC transaction, limit the number of WIC transactions or charge any fee in connection with the redemption of food benefits.

21. Not collect sales tax on WIC food purchases.

22. Provide each participant with a receipt for each eWIC transaction undertaken by the participant with the Vendor.

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4. Unit price of the items
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M. Compliance with Vendor Selection Criteria:

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

The Program will immediately terminate this Agreement if it determines at any time during the Agreement that the Vendor provided false information in connection with its application for authorization.

N. Expiration, Termination and Disqualification:

Either the Program or the Vendor may terminate this Agreement for cause after providing written notice to the other party at least 15 days in advance of the termination date unless a different notice period for termination by the Program is specified in this Agreement. The Program may terminate the Vendor’s authorization to operate as a WIC vendor or disqualify
the Vendor from authorization for reasons of Program abuse, failing to adhere to WIC policies and procedures, failing to adhere to applicable State and Federal statutes and regulations, the WIC Vendor Manual, the State Plan of Operations, and/or failing to adhere to the provisions of this Agreement. The Program may also impose a civil monetary penalty in accordance with the formula outlined in 7 CFR § 246.12 and COMAR 10.54.03.19, in lieu of disqualification.

The Vendor shall give 30 days’ notice to the State agency of a store’s closing, relocation, or change in ownership. The Vendor must notify the Program immediately when a store cannot operate due to fire or other natural disaster. Should the Vendor temporarily close the Vendor’s business for any reason and the business is able to reopen within thirty (30) days, the Vendor shall retain the Vendor’s WIC authorization. However, if more than thirty (30) days are needed to reopen, the Program shall terminate this Agreement, and the Vendor must reapply for authorization and be approved as a WIC vendor in order to operate as a WIC vendor. The Vendor shall notify the Program of any temporary closures at least 5 days in advance of the closure.

If this contract is terminated due to voluntary withdrawal or store closure, such termination is not subject to appeal. In accordance with Federal Regulations, this contract shall not be eligible for termination due to voluntary withdrawal if it is determined by the Program that such termination is for the purpose of circumventing a sanction.

A disqualification from the SNAP Program or disqualification from any other FNS Program will result in an automatic termination from the WIC Program for the same, but not necessarily concurrent, amount of time. A vendor disqualification resulting from the SNAP Program disqualification is not subject to administrative or judicial review.

The Program may disqualify a Vendor who has been issued a civil money penalty under the SNAP Program pursuant to 7 CFR § 246.12 of the WIC Program Regulations.

Notice of the Vendor’s termination of or disqualification from authorization from the WIC Program will be forwarded to the United States Department of Agriculture (USDA) and SNAP, and may be grounds for disqualification of the Vendor from other FNS Programs, including the SNAP. Such disqualification may not be subject to administrative or judicial review under the SNAP.

O. Administrative Review Procedures:

Except as provided elsewhere in this Agreement, the Vendor has the right to appeal a Program decision pertaining to a denial of application for authorization or a termination of or disqualification from authorization within 10 days of the date of the Vendor’s receipt of the notice of denial or notice of termination.
PLEASE RETURN **TWO SIGNED** COPIES OF THE VENDOR AGREEMENT!

P. **Penalty:**

In accordance with 7 CFR § 246.12(h) (3) (xx) and 7 CFR § 246.23(d), a vendor that commits fraud or abuse of the WIC Program is liable for prosecution under applicable Federal, State and Local laws. Vendors who have willfully misapplied, stolen, or fraudulently obtained WIC funds shall be subject to a fine of not more than $25,000.00, imprisonment for not more than five years or both. If the value of the funds is less than $100.00, then the penalties are a fine of not more than $1,000.00, imprisonment for not more than one year or both.

Q. **Conflict of Interest:**

The Program will terminate the Agreement if the Program identifies a conflict of interest. It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval or disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, minor child, brother, or sister has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee or agent has previously complied with the provisions of State Government Section 15-501 et seq. of the Annotated Code of Maryland.

R. **Responsibilities of the Department:**

The Program Agrees to:

1. Advise participants of the location or locations of the store or stores that the Vendor has been authorized to operate under this Agreement.

2. Notify the Vendor of any changes in Program regulations and operating procedures.

3. Undertake appropriate monitoring, auditing, and review of the Vendor as required by Federal and State Program rules, regulations, policies, and procedures.

4. Provide prompt and courteous assistance to the Vendor when problems or questions arise concerning the Vendor’s operation as a WIC Vendor.

5. Maintain records associated with this Agreement.

6. Impose sanctions in accordance with the provisions of this Agreement, the WIC Vendor Manual, State Plan of Operations, and federal and state regulations and laws.
PLEASE RETURN **TWO SIGNED** COPIES OF THE VENDOR AGREEMENT!

7. Disqualify the Vendor for reasons of Program abuse or violations of this Agreement, the WIC Vendor Manual, the State Plan of Operations, or federal or state WIC regulations and laws, or disqualification from the SNAP Program or from any other FNS Program.

8. After providing an opportunity to correct or justify such payments, deny payment to the Vendor for improperly processed eWIC transactions and demand refunds for payments already made on improperly processed eWIC transactions.

S. **Vendor Monitoring:**

The Program, including its representatives at local jurisdiction WIC offices and contractors, may conduct monitoring of the Vendor to determine the Vendor’s compliance with applicable federal and state policies and regulations, the WIC Vendor Manual, and the WIC State Plan of Operations. The monitoring may include, but are not limited to, random monitoring, educational buys, inventory audits and covert compliance buys without the knowledge of the vendor. The Program has sole discretion as to whether or not to notify a vendor in writing when an investigation reveals an initial violation for which a pattern of violations must be established in order to impose a sanction pursuant to 7 CFR § 246.12(l)(3) and COMAR 10.54.03.16.

T. **Vendor Training:**

The Program has sole discretion to designate the date, time, and location of all interactive Vendor training, and the Vendor will be provided with at least one alternative date on which to attend such training. A vendor with a high rate of errors, rejected checks, complaints or other minor violations, shall attend an additional WIC training as required by the Program.

U. **Vendor Payments and Claims:**

The Program, subject to the terms of this contract, shall provide for the payment for WIC food benefits validly transacted and redeemed. Payment may be denied for WIC food benefits not properly completed, transacted or redeemed. Should improper use or redemption of WIC food benefits be determined following payment, claims may be made against the Vendor for amount(s) equal to the total price for which the vendor received payment on the WIC food benefit. In addition to denying a payment or assessing a claim, the Program may sanction the Vendor for vendor overcharges or other violations or errors in accordance with the Vendor Sanction Policy.

The Vendor must maintain prices for WIC approved foods which are competitive with other similar vendors in their peer group. The Program shall not pay the Vendor more than the competitive price limitations applicable to the Vendor. Competitive price limitations will be determined by the maximum price calculated for each approved food item. If the requested
price exceeds the maximum price, vendors will be paid the maximum price. The Vendor will not be sent any notification when this occurs.

The Program, as well as officers, agents, and employees of the Program, are not responsible for losses incurred by the Vendor as a result of investigation into an alleged violation, termination of or disqualification from authorization, and/or denial of application for authorization. The Vendor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of a termination. Pursuant to CFR § 246.12(m) vendor banking fees shall not be charged to the Program.

The vendor shall not charge to the State agency any third-party commercial processing costs and fees incurred by the vendor from EBT multi-function equipment. Commercial transaction processing costs and fees imposed by a third-party processor that the vendor elects to use to connect to the EBT system of the State shall be borne by the vendor. The State agency shall not pay or reimburse the vendor for interchange fees related to eWIC transactions.

The State agency shall not pay for ongoing maintenance, processing fees or operational costs for vendor systems and multi-function equipment used to support eWIC after the State agency has implemented eWIC statewide, unless the equipment is used solely for the WIC Program or the State agency determines the vendor using multi-function equipment is necessary for participant access.

V. Assurance of Civil Rights Compliance:

The State 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. 610 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or handicap, 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 State Agency agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review such records, books and accounts 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.
PLEASE RETURN **TWO SIGNED** COPIES OF THE VENDOR AGREEMENT!

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, reimbursable expenditures, grant or donation of Federal property and interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which 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 State Agency by the Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the State 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 the behalf of the State Agency.

**W. Agreement Monitor:**

The Program’s Agreement Monitor is the primary point of contact for the Program for matters relating to this Agreement. The Vendor shall contact this person immediately if the Vendor is unable to fulfill any of the requirements of the Agreement or has any questions regarding the interpretation of the provisions of the Agreement.

The Agreement Monitor for the Program is:

Maura Shea, Chief,  
Vendor Operations & Program Compliance  
Maryland WIC Program  
201 W. Preston Street, Room 103  
Baltimore, Maryland 21201  
410 767-5258

**X. Primary Point of Contact:**

The Vendor’s primary point of contact is responsible for matters relating to the Vendor’s performance under this Agreement.
The Vendor’s primary point of contact is:

________________________________________
Name (Print or Type)

________________________________________
Title (Print or Type)

________________________________________
Business Mailing Address (Print or Type)

________________________________________
Business Telephone Number (Print or Type)

Y. Assurances:

The Vendor represents and warrants that the store being authorized is:

1. eWIC capable and therefore, has a certified eWIC system to accept and process Maryland eWIC transactions; and

2. Qualified to do business in the State of Maryland and that it will take all necessary action to remain so qualified; and

3. Not in arrears with respect to the payment of monies owed to the State of Maryland, or any unit thereof, and that it will not become in arrears during the term of the Agreement.

Z. Special Certification:

The Vendor, through signature of the owner or an authorized representative understands and accepts all terms of this contract. The individuals signing this contract certify that they are authorized to sign the Agreement on behalf of the Vendor and the Program, respectively, and that all information provided on the Vendor Application is true, accurate and complete.
PLEASE RETURN TWO SIGNED COPIES OF THE VENDOR AGREEMENT!

In Witness Whereof, the parties hereto have set their hands and seals:

(Signatory for the Vendor) 

By:
(Owner or Authorized Representative Signature)

Name (Typed or Printed)

Title (Typed or Printed)

Date
Approved as to Form and Legal Sufficiency
This ___ Day of __________ 2017

By: [Signature]
Claire Pierson
Assistant Attorney General

(Signatory for the Department)

By:
Secretary of Health
Or

By:
(Designee of the Secretary of Health)

Date of Signing by Secretary or Designee

Rev 8/17
# APPLICATION CHECKLISTS

## APPLICATION PAGE 1

<table>
<thead>
<tr>
<th>I have completed all boxes (required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I have provided the home address(s) for all owners</td>
</tr>
<tr>
<td>I have provided a different phone number for the owner (not the store’s phone number)</td>
</tr>
<tr>
<td>I have provided a valid email address that is checked on a regular basis</td>
</tr>
</tbody>
</table>

## APPLICATION PAGE 2

<table>
<thead>
<tr>
<th>I have completed all boxes (required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I have provided the date of my last Health Department inspection</td>
</tr>
<tr>
<td>I have provided my active banking information for any ACH payments owed to me</td>
</tr>
</tbody>
</table>

## APPLICATION PAGE 3

<table>
<thead>
<tr>
<th>I have completed all boxes (required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I have listed all other WIC the stores I or any of the company officers own (required)</td>
</tr>
<tr>
<td>I have provided the previous owner information as specified (required)</td>
</tr>
<tr>
<td>I have signed and dated the application</td>
</tr>
<tr>
<td>I did not complete this application and have provided the preparer’s information</td>
</tr>
</tbody>
</table>

## STOCK

| I have Required Minimum Stock in my store |

## VENDOR AGREEMENTS

<p>| I have completed and signed two“2” vendor agreements |</p>
<table>
<thead>
<tr>
<th>N/A</th>
<th>Name of Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td>State of Maryland Business License</td>
</tr>
<tr>
<td></td>
<td>Sales and Use Tax Permit</td>
</tr>
<tr>
<td></td>
<td>Food Service Facility License</td>
</tr>
<tr>
<td></td>
<td>Maryland Board of Pharmacy License (pharmacies and combination food/pharmacies only)</td>
</tr>
<tr>
<td></td>
<td>SNAP License</td>
</tr>
<tr>
<td></td>
<td>A copy of Current Health Department Inspection</td>
</tr>
<tr>
<td></td>
<td>A clear copy of the front and back of each owner’s Driver’s License or State Identification card</td>
</tr>
<tr>
<td></td>
<td>Notarized copy of the “Lease Agreement”</td>
</tr>
<tr>
<td></td>
<td>Notarized copy of the “Bill of Sale”</td>
</tr>
<tr>
<td></td>
<td>Paid declaration page showing the public liability insurance coverage</td>
</tr>
<tr>
<td></td>
<td>Paid declaration page showing the property insurance coverage</td>
</tr>
<tr>
<td></td>
<td>Attached a voided check</td>
</tr>
<tr>
<td></td>
<td>Signed Application</td>
</tr>
<tr>
<td></td>
<td>2 signed Vendor Agreements</td>
</tr>
</tbody>
</table>

By signing this form, I confirm that all of the applicable requirements stated above and in the application packet have been completed and submitted with my application and agreements. I have read and checked the boxes on both sides of this form.

By:  

Vendor’s Signature  

Name (Typed or Printed)  

Title (Typed or Printed)  

Date
Minimum Required Stock

The minimum required stock is the specific types, sizes and amounts of WIC authorized foods that must be in a vendor’s store during business hours. The stock must be in either the store or the store’s stockroom. Expired foods do not count toward the minimum required stock.

See current Authorized Foods List for allowed brands, varieties, and other food specifications.

<table>
<thead>
<tr>
<th>Item</th>
<th>Type</th>
<th>Size</th>
<th>Varieties</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milk</td>
<td>Whole gallons</td>
<td>—</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1% or Fat Free gallons</td>
<td>—</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Cheese</td>
<td>Domestic, block or sliced</td>
<td>16 oz.</td>
<td>4 varieties</td>
<td>6</td>
</tr>
<tr>
<td>Eggs</td>
<td>White, medium or large</td>
<td>dozen</td>
<td>—</td>
<td>6</td>
</tr>
<tr>
<td>Beans</td>
<td>Dry</td>
<td>1 pound</td>
<td>2 varieties</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Canned, packed in water</td>
<td>15 - 16 oz.</td>
<td>3 varieties</td>
<td>12</td>
</tr>
<tr>
<td>Peanut Butter</td>
<td>Plain, smooth, creamy, crunchy, or extra crunchy</td>
<td>16 - 18 oz.</td>
<td>1 brand</td>
<td>6</td>
</tr>
<tr>
<td>Canned Fish</td>
<td>Chunk Light Tuna, packed in water</td>
<td>5 - 6 oz.</td>
<td>2 varieties</td>
<td>30 oz.</td>
</tr>
<tr>
<td></td>
<td>Pink Salmon, packed in water</td>
<td>5 - 7.5 oz.</td>
<td>2 varieties</td>
<td>30 oz.</td>
</tr>
<tr>
<td></td>
<td>Sardines, packed in water</td>
<td>3.75 oz.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cereal</td>
<td>Corn, Wheat, Oats or Rice</td>
<td>12 oz. or larger</td>
<td>2 varieties</td>
<td>6 boxes</td>
</tr>
<tr>
<td></td>
<td>Whole Grain Wheat or Oats</td>
<td>12 oz. or larger</td>
<td>2 varieties</td>
<td>6 boxes</td>
</tr>
<tr>
<td></td>
<td>Hot Cereal</td>
<td>11.8 oz. or larger</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Fruits &amp; Vegetables</td>
<td>Fresh, whole, cut, loose or pre-packaged Frozen Canned</td>
<td>—</td>
<td>2 varieties of fruits and 2 varieties of vegetables</td>
<td>52 total value</td>
</tr>
<tr>
<td>Juice</td>
<td>Unsweetened 100% Fruit Juice</td>
<td>64 oz.</td>
<td>2 varieties</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>Frozen Concentrate 100% Fruit Juice</td>
<td>11.5 - 12 oz.</td>
<td>2 varieties</td>
<td>6</td>
</tr>
</tbody>
</table>

Note: Minimum Required Stock chart continued on reverse side.
<table>
<thead>
<tr>
<th>Item</th>
<th>Brand or Type</th>
<th>Size</th>
<th>Varieties</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Breads, Rolls, Tortillas, and Rice</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100% Whole Grain or Wheat Bread</td>
<td></td>
<td>16 oz.</td>
<td>At least 2 varieties of either Bread, Rolls, Tortillas or Rice</td>
<td></td>
</tr>
<tr>
<td>100% Whole Grain or Wheat Rolls</td>
<td></td>
<td>15 - 16 oz.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Soft Corn or Whole Wheat Tortillas</td>
<td></td>
<td>16 oz.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brown Rice, dry, plain</td>
<td></td>
<td>16 oz.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total inventory:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Infant Formula</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SIMILAC ADVANCE (milk-based)</td>
<td>as specified by the WIC infant formula rebate contract</td>
<td>12.4 oz.</td>
<td>Powdered</td>
<td>27</td>
</tr>
<tr>
<td>SIMILAC ADVANCE (milk-based)</td>
<td>as specified by the WIC infant formula rebate contract</td>
<td>13 oz.</td>
<td>Liquid Concentrate</td>
<td>17</td>
</tr>
<tr>
<td>GERBER GOOD START SOY (soy-based)</td>
<td>as specified by the WIC infant formula rebate contract</td>
<td>12.9 oz.</td>
<td>Powdered</td>
<td>10</td>
</tr>
<tr>
<td>GERBER GOOD START SOY (soy-based)</td>
<td>as specified by the WIC infant formula rebate contract</td>
<td>12.1 oz.</td>
<td>Liquid Concentrate</td>
<td>19</td>
</tr>
<tr>
<td><strong>Infant Cereal</strong></td>
<td></td>
<td>8 or 16 oz.</td>
<td>2 varieties 1 must be Rice</td>
<td>6</td>
</tr>
<tr>
<td><strong>Infant Fruits</strong></td>
<td>Plain or combination of fruits</td>
<td>4 oz.</td>
<td>2 varieties</td>
<td>16</td>
</tr>
<tr>
<td><strong>Infant Vegetables</strong></td>
<td>Plain or combination of vegetables</td>
<td>4 oz.</td>
<td>2 varieties</td>
<td>16</td>
</tr>
<tr>
<td><strong>Infant Meat</strong></td>
<td>Plain</td>
<td>2.5 oz.</td>
<td>2 varieties</td>
<td>31</td>
</tr>
</tbody>
</table>
### Maryland Authorized Vendor Infant Formula Supplier Directory

Vendors must obtain infant formula from only the following manufacturer, distributor, wholesaler, and retailer sources:

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abbott Laboratories</td>
<td>3300 Stelzer Road, Columbus, OH 43219-7677</td>
</tr>
<tr>
<td>Mead Johnson</td>
<td>2400 W. Lloyd Expressway, Evansville, IN 47721</td>
</tr>
<tr>
<td>Nestle USA</td>
<td>800 North Brand Boulevard, Glendale, CA 91203</td>
</tr>
<tr>
<td>Nutricia North America</td>
<td>9900 Belward Drive, Suite 100, Rockville, MD 20850</td>
</tr>
<tr>
<td>Solus Products, LLC</td>
<td>6262 Lapas Trail, Indianapolis, IN 46268</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Distributor</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cardinal Health</td>
<td>1120 Commerce Boulevard, Swedesboro, NJ 08085</td>
</tr>
<tr>
<td>Delhaize</td>
<td>Lot 16 Commerce Avenue, Greencastle, PA 17225</td>
</tr>
<tr>
<td>Jetro</td>
<td>3405 Annapolis Road, Baltimore, MD 21227</td>
</tr>
<tr>
<td>Lancaster Distribution Center</td>
<td>500 S. Muddy Creek Road, Denver, PA 17517</td>
</tr>
<tr>
<td>Moran Foods, Inc./Save-a-Lot Distribution Center</td>
<td>29 W. Gateway Commerce Center, Edwardsville, IL 62026</td>
</tr>
<tr>
<td>Nash Finch Company</td>
<td>6304 Landover Road, Landover, MD 20785</td>
</tr>
<tr>
<td>Rite Aid Corp.</td>
<td>Mid Atlantic Ctl Prods Area 2, 601 Chelsea Road, Aberdeen, MD 21001</td>
</tr>
<tr>
<td>Supervalu, Inc</td>
<td>Richfood Avenue, Mechanicsville, VA 23116</td>
</tr>
<tr>
<td>Toys R Us Inc Whse #8301</td>
<td>7106 Geoffrey Way, Frederick, MD 21704</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Wholesaler</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>B-Green Cash &amp; Carry</td>
<td>1300 S. Monroe Street, Baltimore, MD 21230</td>
</tr>
<tr>
<td>Bell's Wholesale Grocery, Inc.</td>
<td>211 Meadows Ridge Drive, Mt. Norris, PA 15349</td>
</tr>
<tr>
<td>Bozzuto’s, Inc.</td>
<td>275 Schoolhouse Road, Chesire, CT 06410</td>
</tr>
<tr>
<td>C &amp; S Wholesale Grocers</td>
<td>100 Quality Circle, Suite 107, Harrisburg, PA 17112</td>
</tr>
<tr>
<td>McKesson Drug Co.</td>
<td>4027 Martinsburg Pike, Winchester, VA 22624</td>
</tr>
</tbody>
</table>

Visit [www.mdwic.org/vendors](http://www.mdwic.org/vendors) for updates or revisions to the Maryland WIC Infant Formula Supplier Directory.

**Effective October 2015**