



STATE OF WASHINGTON
DEPARTMENT OF HEALTH

WIC Program
Post Office Box 47886
Olympia, Washington 98504-7886

Dear Owner/Retailer:

Thank you for your interest in becoming a Women, Infants and Children Nutrition (WIC) Program Retailer for the April 1, 2009 – March 31, 2012 contract period. To be considered for WIC authorization, each owner must submit an Owner Request for Authorization form and also a Retailer Request for Authorization Form for each retail store location. You must reapply even if the store has previously been authorized for WIC.

Enclosed you will find:

- Highlights of Program changes;
- Request for Authorization forms; one for owner information and one for each retail store location (for example: a retail chain with six applying stores would submit one owner application and six retailer applications);
- Instructions for the Request for Authorization forms;
- WIC Food Price List for each retail store location or pricing zone. If you submit prices to us electronically, you will receive your price list by email in the next few days;
- Instructions for completing the WIC Food Price List;
- Retailer Selection Criteria;
- Minimum Stock Levels information; and
- WIC Approved Infant Formula Supplier list.

Please read all the materials carefully and fill out the forms completely. There are important changes and new requirements for the upcoming contract period.

Please return your completed application materials as soon as possible. It takes approximately sixty (60) days to process an application. You'll receive a written decision from us by return mail. We may not be able to process applications received after January 31, 2009 in time for the beginning of the April 1, 2009 contract period.

If you have questions, call our Customer Service Specialist at 1-800-841-1410 extension 3620.

Sincerely,

Janice K. Boden, Manager
Food Delivery/Retailer Management
WIC Nutrition Program

Highlights of WIC Nutrition Program Changes for Retailers For the Contract Period Beginning April 1, 2009

Retailer Selection Criteria

- The minimum average monthly check redemption requirement is increasing to 60 WIC checks on average over a six month period.
- WIC transactions must be made using cash registers that print receipts.
- Retailers must provide a valid e-mail address.
- Our definition for being a full line/full service retailer is more defined.
- All WIC approved foods must be purchased wholesale.

New WIC Approved Foods

- New WIC food categories have been approved by the U.S. Department of Agriculture, and are scheduled to be implemented in Washington effective October 1, 2009. We anticipate needing to amend retailer contracts before that date to accommodate the new foods.
- The new WIC foods include fresh fruits and vegetables, whole grain products, baby food, and tofu.
- Watch for more detailed information about the new WIC foods during the spring and summer of 2009. Visit the WIC website for information now:
<http://www.doh.wa.gov/cfh/WIC/newfoods.htm>

Minimum Stock Levels

- There are no changes to the Minimum Stock Levels for April 1, 2009
- New Minimum Stock Levels will be established for the new WIC approved foods being added in October, 2009.

Other

- “Maximum Allowable Reimbursement Level” (MARL) is a new term for the highest amount that will be paid to the retailer by the Program. The MARL is determined by the Program based on evaluation of current retailer redemption data and market conditions and set individually for each peer group.
- “Presumptive payment” is a new voluntary process to pay retailers for WIC checks rejected due to “excess dollar amount”. In this process, checks continue to be rejected for exceeding the Maximum Allowable Reimbursement Level (MARL), but the retailer is credited weekly, via direct deposit, an amount equal to their peer group MARL for the foods listed on those checks.

Instructions for WIC Owner and Retailer Applications

Submit your completed application and supporting documents to: WIC Nutrition Program, Retailer Management, P.O. Box 47886, Olympia, WA 98504. Please call our Customer Service Specialist at (800) 841-1410, extension 3620, if you need further assistance.

All information requested on WIC owner and retailer applications is required for authorization unless otherwise noted. Submitting incomplete information may cause processing delays.

Owner and Retailer Applications:

There may be information that is pre-printed on the application you receive. If the pre-printed information has changed, please update this information before sending the application back. The items listed below have additional clarification or guidance in how to respond.

Owner Application:

- Complete numbers 1 through 11. (8A is not required)
- If you have a Washington State Certificate from the Office of Minority and Women Owned Business Enterprises (OMWBE) mark number 12 “Yes.” Be sure to include your certification number in 12A. OMWBE has more information about their certification program available online at <http://www.omwbe.wa.gov/>.
- If your store has ever been disqualified or terminated from WIC in Washington or any other state, mark number 13 “Yes.” Otherwise mark “No”.
- If your store has ever been disqualified or terminated from the Special Nutrition Assistance Program (SNAP – formerly known as the Food Stamp Program) in Washington or any other state, mark number 14 “Yes.” Otherwise mark “No”.
- Complete numbers 15 through 18. Use an additional sheet of paper if more names are needed for numbers 16 and 17. On Number 17 list at least one training contact.
- For number 19, provide the names and addresses of all wholesalers you use to purchase WIC foods for your store(s). You must also indicate which of those wholesalers you use as infant formula suppliers.
- For number 20 provide a list of all stores you own that you want authorized to accept WIC checks. Include any identifying information such as store number or location that distinguishes stores with the same name. Use an additional sheet of paper if needed. Please note that in addition, you must complete a Retailer Application for each store you want authorized.
- Please read the statements following number 20 before you sign the application.
- Sign and date your application.
- Attach additional documentation that applies to numbers 9, 13 through 17, 19 and 20.

Retailer Application:

- Please indicate exact legal name of the store including any identifying information such as store number or location that distinguishes this store from other stores with the same name.
- If you have a current contract with WIC enter the retailer ID number printed on the contract in the box labeled WIC ID. If not, leave blank. Indicate if the store is a grocery store or a pharmacy only store.
- Indicate the status of your application.
 - Mark “reauthorization” if your store has ever been authorized in the past to accept WIC checks.
 - Mark “new” if the store has never been authorized for WIC. If the store is new, but not yet open, indicate the date you expect to open the store.
- Complete numbers 1 through 4.
- If you have an email address for this store, enter it in number 5. If there is no email address to your store and you have a business email or personal email address where you can receive updates from WIC that is acceptable.
- If you would like WIC to automatically pay checks returned by the bank marked “Excess Dollar Amount”, by making payments directly to your bank account, complete number 6A - C. This is a new service WIC is offering. Participation in this program is voluntary. If you choose not to participate, leave these fields blank.
- Enter the total number of cash registers in number 7. Refer to the “Instructions for Counting Cash Registers” at the end of this document.
- Complete numbers 7A through 11A.
- Indicate in number 12 whether or not you expect more than half of your total annual food sales to come from the redemption of WIC checks.
- Provide your store’s sales information in number 13. In the first column enter the gross sales for each of the last six months. This is the Gross Amount reported on your Combined Excise Tax Return filed with the Department of Revenue (DOR). In the second column report your sales purchased with SNAP (food stamps). In the final column report the sales of foods that are listed as Exempt Food Sales on your DOR Combined Excise Tax Return.
- Complete numbers 14 through 27.
- Read the information below number 27.
- Sign and date your application
- Mark the attachments you are providing and attach them to the application.

Instructions for Counting Cash Registers:

Retailers must identify the TOTAL number of registers in their store(s) and specify this number on the application. When counting the registers, please remember that:

- Register is defined as a mechanical, electrical, scanning, or computerized device used in a store to record sales.
- You must count all registers, whether they are used full time or occasionally.
- You must count the total number of registers that you control, in each kiosk (business within the store such as cell phone, jewelry, clothing, etc.).
- You do not count a specialty location if it does not have a register and customers must take items to a different register to purchase.
- You do not count an ATM or a bank.

Below are some examples of register locations and how you must count them. This does not include all possible register locations.

Number of registers and where registers are located:

- 5 - Front of store
- 3 - Self check out (each register counts as one)
- 1 - Hot foods to go - Deli
- 1 - Pharmacy
- 2 - Seasonal (garden center)
- 2 - Customer service
- 3 - Kiosks (you must include the total number of registers in each kiosk).

Total of 17 registers in your store.



Women, Infants, and Children Nutrition Program (WIC)

REQUEST FOR AUTHORIZATION

Owner

NAME OF OWNER (IF SOLE PROPRIETORSHIP) OR BUSINESS	TELEPHONE
1. STREET ADDRESS, CITY, STATE AND ZIP CODE	2. ALTERNATE TELEPHONE ()
3. MAILING ADDRESS (IF DIFFERENT FROM STREET ADDRESS)	4. FAX NUMBER ()

5. TYPE OF BUSINESS

Sole Proprietorship Public Corporation Military/Commissary Limited Liability Co.
 Partnership Private Corporation Tribal Corporation Other (Describe)

6. BUSINESS EMAIL

7. CONTACT NAME	7A. CONTACT TITLE
7B. CONTACT TELEPHONE EXT ()	7C. CONTACT FAX NUMBER ()
7D. CONTACT EMAIL	
8. NAME OF THE PERSON AUTHORIZED TO SUBMIT FOOD PRICING	8A. FOOD PRICING EMAIL

9. DOES ANY EMPLOYEE IN AUTHORITY HAVE AN IMMEDIATE FAMILY MEMBER THAT WORKS FOR THE WA WIC NUTRITION PROGRAM? IF YES, LIST NAMES AND WORK LOCATIONS.

Yes No

10. WASHINGTON STATE SALES TAX (UBI) ID NUMBER	11. FEDERAL EMPLOYER (EIN) NUMBER OR SOCIAL SECURITY NUMBER
--	---

12. CERTIFIED MINORITY OR WOMEN OWNED BUSINESS <input type="radio"/> Yes <input type="radio"/> No	12A. IF YES, CERTIFICATION NUMBER
--	-----------------------------------

13. HAVE YOU EVER OWNED A STORE THAT WAS DISQUALIFIED FROM WIC IN WASHINGTON OR ANY OTHER STATE? IF YES, LIST STORE NAME(S), LOCATION(S) AND DATE(S).

Yes No

14. HAVE YOU EVER OWNED A STORE THAT WAS DISQUALIFIED FROM THE USDA SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP, PREVIOUSLY KNOWN AS FOOD STAMPS) IN WASHINGTON OR ANY OTHER STATE? IF YES, LIST STORE NAME(S), LOCATION(S) AND DATE(S).

Yes No

15. IN THE LAST SIX (6) YEARS, HAS ANY MANAGER OR EMPLOYEE IN AUTHORITY IN THIS BUSINESS BEEN CONVICTED OF OR HAD A CIVIL JUDGMENT FOR FRAUD, ANTITRUST VIOLATIONS, EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, RECEIVING STOLEN PROPERTY, MAKING FALSE CLAIMS, OR OBSTRUCTION OF JUSTICE?

Yes No

IF YES, ATTACH EXPLANATION WITH NAME OF PERSON(S) CHARGED, THEIR POSITION IN THE COMPANY, THEIR RELATIONSHIP TO THE OWNER, THE CRIME COMMITTED AND ANY OTHER RELEVANT INFORMATION.

16. LIST ALL CORPORATE OFFICERS, PARTNERS, OWNERS, LLC MANAGING MEMBERS AND THEIR TITLES/POSITIONS IN THE COMPANY AND INDICATE IF THEY HAVE THE AUTHORITY TO SIGN CONTRACTS.

NAME	TITLE	AUTHORIZED TO SIGN CONTRACTS
		<input type="radio"/> Yes <input type="radio"/> No
		<input type="radio"/> Yes <input type="radio"/> No
		<input type="radio"/> Yes <input type="radio"/> No
		<input type="radio"/> Yes <input type="radio"/> No

17. BUSINESS TRAINING CONTACT NAME				
NAME	TITLE	TRAINER TYPE*	TELEPHONE	EMAIL
			()	
			()	
			()	

* C = CORPORATE TRAINER, D = DISTRICT TRAINER, S = STORE TRAINER

18. HOW IS EMPLOYEE TRAINING CONDUCTED (CHECK ALL THAT APPLY).

COMPUTER / WEB BASED
 GROUP /CLASSROOM
 ONE-TO-ONE
 WRITTEN MATERIALS



Women, Infants, and Children Nutrition Program (WIC)

REQUEST FOR AUTHORIZATION

Owner

NAME OF OWNER (IF SOLE PROPRIETORSHIP) OR BUSINESS TELEPHONE

19. NAME AND ADDRESS OF WHOLESALER(S). INDICATE WHICH ONES SUPPLY INFANT FORMULA FOR YOU.

Table with columns: NAME, ADDRESS, FORMULA SUPPLIER (Yes/No)

20. LIST THE NAME, ADDRESS AND WIC RETAILER ID NUMBER (IF APPLICABLE) OF ALL RETAILERS THAT YOU OWN THAT ARE AUTHORIZED TO ACCEPT WIC CHECKS.

By signing this form:

I understand this request for authorization does not guarantee selection and authorization to participate in the WIC Nutrition Program.

I understand this company is liable for any WIC checks accepted prior to authorization. The WIC Nutrition Program will not pay these checks.

I agree that my company will provide WIC training to all employees whose responsibilities include working with WIC clients or WIC approved foods.

I understand the state WIC office can terminate my authorization at any time if there is noncompliance by any of the company's employees.

I claim that all the statements in this request for authorization are true. I understand, if I give false information, the Department of Health will deny or terminate authorization to participate in the WIC Nutrition Program.

I agree to comply with all WIC Nutrition Program requirements and guidelines.

I have the authority to request this authorization.

SIGNATURE TITLE DATE PRINT NAME

Please attach the following if appropriate:

- Information about conflicts of interest with WIC (item # 9).
Information about stores disqualified from WIC (item # 13).
Information about stores disqualified from the USDA Supplemental Nutrition Assistance Program (SNAP, previously known as Food Stamps) (item # 14).
Explanation of business integrity issues (item # 15).
Additional authorized persons (item # 16).
Additional training contacts (item # 17).
Additional wholesalers (item # 19).
Additional WIC authorized stores that you own (item # 20).



Women, Infants, and Children Nutrition Program (WIC)

REQUEST FOR AUTHORIZATION

Retailer

EXACT LEGAL NAME OF STORE	WIC ID
	<input type="radio"/> Grocery <input type="radio"/> Pharmacy

STATUS

Reauthorization

New Estimated Opening Date _____

Change of Ownership Effective Date of Sale _____ Previous Store Name _____

Replacement Estimated Opening Date _____ Previous Store Name _____

1. STREET ADDRESS, CITY, STATE, AND ZIP CODE	1A. COUNTY
--	------------

2. MAILING ADDRESS (IF DIFFERENT FROM STREET ADDRESS)	2A. COUNTY
---	------------

3. STORE TELEPHONE ()	EXT	4. FAX ()	5. STORE EMAIL
------------------------------	-----	------------------	----------------

6. BANKING INFORMATION (SEE INSTRUCTIONS)	6A. NAME OF BANK	6B. 9 DIGIT ROUTING NUMBER	6C. BANK ACCOUNT NUMBER
--	------------------	----------------------------	-------------------------

7. NUMBER OF CASH REGISTERS (SEE INSTRUCTIONS)	7A. ARE THE CASH REGISTERS CAPABLE OF PRINTING A RECEIPT? <input type="radio"/> Yes <input type="radio"/> No	8. NUMBER OF CHECKERS
---	---	-----------------------

9. ARE THE CASH REGISTERS SCANNERS? <input type="radio"/> Yes <input type="radio"/> No	9A. IF YES, CAN THE SCANNERS IDENTIFY WIC FOODS? <input type="radio"/> Yes <input type="radio"/> No
---	--

10. DOES THE STORE ACTIVELY ACCEPT SNAP (FOOD STAMPS) EBT CARDS? <input type="radio"/> Yes <input type="radio"/> No	10A. IF YES, WHAT IS YOUR AUTHORIZATION NUMBER?
--	---

11. HAS CURRENT OWNERSHIP EVER OPERATED THIS STORE UNDER A DIFFERENT NAME? <input type="radio"/> Yes <input type="radio"/> No	11A. IF YES, WHAT NAME(S)?
--	----------------------------

12. DOES THIS STORE EXPECT TO GET MORE THAN 50% OF ANNUAL FOOD SALES REVENUE FROM THE SALE OF WIC FOODS WITH WIC CHECKS?
 Yes No

13. LIST YOUR GROSS SALES FOR EACH OF THE LAST SIX MONTHS. IDENTIFY SNAP (FOOD STAMP) SALES SEPARATELY FROM EXEMPT FOOD SALES.

MONTH/YEAR	GROSS SALES	SNAP (FOOD STAMP) SALES	EXEMPT FOOD SALES

14. STORE CONTACT INFORMATION 14A. MANAGER / DIRECTOR	14B. PERSON IN CHARGE	14C. CHECKER TRAINER
--	-----------------------	----------------------

14D. BOOKKEEPER	14E. PERSON AUTHORIZED TO SUBMIT FOOD PRICING	14F. FOOD PRICE EMAIL ADDRESS
-----------------	---	-------------------------------

15. DOES ANY EMPLOYEE IN AUTHORITY HAVE AN IMMEDIATE FAMILY MEMBER THAT WORKS FOR THE WA WIC NUTRITION PROGRAM? IF YES, LIST NAMES AND WORK LOCATIONS. Yes No

16. INDICATE WHICH DAYS AND HOURS THE STORE IS OPEN TO THE PUBLIC.

SUNDAY MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY SATURDAY

_____ TO _____ _____ TO _____ _____ TO _____ _____ TO _____

17. DO YOU NEED AN INTERPRETER IN ANOTHER LANGUAGE? <input type="radio"/> Yes <input type="radio"/> No	17A. IF YES, WHAT LANGUAGES?
---	------------------------------

18. DO YOU NEED WIC MATERIALS IN ANOTHER LANGUAGE? <input type="radio"/> Yes <input type="radio"/> No	18A. IF YES, WHAT MATERIALS AND LANGUAGES?
--	--

19. HAS THIS STORE EVER BEEN DISQUALIFIED FROM WIC? <input type="radio"/> Yes <input type="radio"/> No	19A. IF YES, WHEN?
---	--------------------

20. HAS THIS STORE EVER BEEN DISQUALIFIED FROM SNAP (FOOD STAMPS)? <input type="radio"/> Yes <input type="radio"/> No	20A. IF YES, WHEN?
--	--------------------

21. HAS THIS STORE EVER BEEN REQUIRED TO POST A BOND FOR THE SNAP (FOOD STAMP) PROGRAM? <input type="radio"/> Yes <input type="radio"/> No	21A. IF YES, WHEN?
---	--------------------



Women, Infants, and Children Nutrition Program (WIC)

REQUEST FOR AUTHORIZATION

Retailer

EXACT LEGAL NAME OF STORE	WIC ID
	<input type="radio"/> Grocery <input type="radio"/> Pharmacy
22. HAS THIS STORE EVER RECEIVED A CIVIL MONEY PENALTY FROM SNAP (FOOD STAMPS) IN LIEU OF DISQUALIFICATION? <input type="radio"/> Yes <input type="radio"/> No	22A. IF YES, WHEN?
23. IN THE LAST SIX (6) YEARS, HAS ANY MANAGER OR EMPLOYEE IN AUTHORITY OF THIS STORE BEEN CONVICTED OF OR HAD A CIVIL JUDGMENT FOR FRAUD, ANTITRUST VIOLATIONS, EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, RECEIVING STOLEN PROPERTY, MAKING FALSE CLAIMS, OR OBSTRUCTION OF JUSTICE? <input type="radio"/> Yes <input type="radio"/> No IF YES, ATTACH EXPLANATION WITH NAME OF PERSON(S) CHARGED, THEIR POSITION IN THE COMPANY, THEIR RELATIONSHIP TO THE OWNER, THE CRIME COMMITTED AND ANY OTHER RELEVANT INFORMATION.	
24. DOES THIS STORE HAVE A CURRENT LICENSE TO SELL BEER / WINE? <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Applied For	
25. HOW MANY TIMES PER WEEK ARE THE FOLLOWING WIC ITEMS DELIVERED TO THIS STORE? _____ GROCERY _____ PRODUCE _____ BREAD _____ DAIRY	
26. DOES THIS STORE CARRY: 26A. PREPARED BABY FOOD IN JARS AND/OR PLASTIC CONTAINERS? <input type="radio"/> Yes <input type="radio"/> No 26B. AT LEAST TEN (10) VARIETIES OF FRESH FRUITS AND/OR FRESH VEGETABLES? <input type="radio"/> Yes <input type="radio"/> No 26C. AT LEAST FIVE (5) VARIETIES OF FRESH OR FROZEN UNBREADED MEAT, FISH OR POULTRY? <input type="radio"/> Yes <input type="radio"/> No	
27. ATTACH A ONE-PAGE COPY OF AN INVOICE SHOWING YOUR INFANT FORMULA SUPPLIER. IT MUST IDENTIFY THE SUPPLIER / DISTRIBUTOR, THE RECEIVING STORE, THE PURCHASE DATE, AND THE QUANTITY, NAME AND UNIT PRICE OF THE INFANT FORMULA PURCHASED.	

By signing this form:

I understand this request for authorization does not guarantee selection and authorization to participate in the WIC Nutrition Program.

I understand this store is liable for any WIC checks accepted prior to authorization. The WIC Nutrition Program will not pay these checks.

I agree that my company will provide WIC training to all employees whose responsibilities include working with WIC clients or WIC approved foods.

I understand the state WIC office can terminate authorization at any time if there is noncompliance by any of the company's employees.

I claim that all the statements in this request for authorization are true. I understand, if I give false information, the Department of Health will deny or terminate authorization to participate in the WIC Nutrition Program.

I agree to comply with all WIC Nutrition Program requirements and guidelines.

I have the authority to request this authorization.

SIGNATURE	TITLE	DATE
PRINT NAME		

Please attach the following if appropriate:

- Additional employees in authority with family members working for the WIC Nutrition Program (item #15).
- Explanation of business integrity issues (item #23).
- One page copy of infant formula purchase invoice (item #27).

Washington State Department of Health

Women, Infants and Children (WIC) Program

FOOD PRICE LIST

STORE NAME	EFFECTIVE DATE FOR NEW PRICES
STREET ADDRESS	WIC RETAILER NUMBER

Instructions:

Review the prices listed. If the price for a product has changed, enter the new price in the NEW PRICE column. If you no longer carry a product, enter 0. If you are now carrying a product for which we have no price listed, please enter the price. Do not list sales prices. Do not write in brands or sizes. If a brand is not listed, it is not authorized.

FOOD ITEM	UPC CODE	PRICE AS OF	PRICE	NEW PRICE
Similac Advance, concentrate, 13 oz, 1 can				
Similac Advance, powdered, 12.9 oz, 1 can				
Similac Advance, ready-to-feed, 1qt, 1 pl. bottle				
Isomil Advance, concentrate, 13 oz, 1 can				
Isomil Advance, powdered, 12.9 oz, 1 can				
Isomil Advance, ready-to-feed, 1 qt, 1 pl. bottle				
Similac Sensitive, concentrate, 13 oz, 1 can				
Similac Sensitive, powdered, 12.9 oz , 1 can				
Similac Sensitive, ready-to-feed, 1 qt, 1 pl. bottle				
Good Start Supreme, DHA & ARA, powdered, 12 oz, 1 can				
Good Start Supreme, DHA & ARA, ready-to-feed, 1 qt, 1 can				
Similac Sensitive R.S., ready-to-feed, 1 qt, 1 pl. bottle				
Enfamil LIPIL with iron, concentrate, 13 oz, 1 can				
Enfamil LIPIL with iron, powdered, 12.9 oz, 1 can				
Enfamil LIPIL with iron, ready-to-use, 1 qt, 1 can				
Enfamil Lactofree LIPIL, powdered, 12.9 oz, 1 can				
Enfamil Lactofree LIPIL, ready to use, 1 qt, 1 can				
Enfamil A.R. LIPIL, powdered, 12.9 oz, 1 can				
Enfamil A.R. LIPIL, ready to use, 1 qt, 1 can				
Enfamil Gentlease LIPIL, powdered, 12 oz, 1 can				
Enfamil Prosobee LIPIL, concentrate, 13 oz, 1 can				
Enfamil Prosobee LIPIL, powdered, 12.9 oz, 1 can				
Enfamil Prosobee LIPIL, ready-to-use, 1 qt, 1 can				
Similac NeoSure Advance w/iron, pwd, 12.8 oz, 1 can				
Enfamil EnfaCare LIPIL, pwd, 12.8 oz, 1 can				
Enfamil EnfaCare LIPIL, ready-to-use, 1 qt, 1 can				
Enfamil Nutramigen LIPIL, concentrate, 13 oz, 1 can				
Enfamil Nutramigen LIPIL, powdered, 16 oz, 1 can				
Enfamil Nutramigen LIPIL, ready to use, 1 qt, 1 can				
Alimentum Advance w/iron, powdered, 16 oz, 1 can				
Alimentum Advance w/iron, ready to feed, 1 qt, 1 pl. bottle				
Gerber/DelMonte/BeechNut Infant Cereal, 8 oz, 8 oz				

Washington State Department of Health

Women, Infants and Children (WIC) Program

FOOD PRICE LIST

STORE NAME	EFFECTIVE DATE FOR NEW PRICES
STREET ADDRESS	WIC RETAILER NUMBER

Instructions:

Review the prices listed. If the price for a product has changed, enter the new price in the NEW PRICE column. If you no longer carry a product, enter 0. If you are now carrying a product for which we have no price listed, please enter the price. Do not list sales prices. Do not write in brands or sizes. If a brand is not listed, it is not authorized.

FOOD ITEM	UPC CODE	PRICE AS OF	PRICE	NEW PRICE
Gerber/DelMonte/BeechNut Infant Cereal, 16oz, 16 oz				
Earth's Best Infant Cereal, 8 oz, 8 oz				
Earth's Best Infant Cereal, 16 oz, 16 oz				
Pediasure (Any Flavor), 8 oz, 6 pl. bottle				
Pediasure w/fiber, 8 oz, 6 pl. bottle				
Cheerios, Multi-grain, 11.25 oz , 11.25 oz				
Cheerios, Multi-grain, 1 lb (16 oz) , 16 oz				
Cheerios, plain, 10-oz, 10 oz				
Cheerios, plain, 15-oz, 15 oz				
Cheerios, plain, 1 lb 4 oz (20 oz), 20 oz				
Chex, corn, 1 lb (16 oz), 16 oz				
Chex, corn, 1 lb 6 oz (22 oz), 22 oz				
Chex, rice, 15.6 oz, 15.6 oz				
Chex, rice, 1 lb 5 oz (21 oz), 21 oz				
Chex, wheat, 16-oz, 16 oz				
Chex, wheat, 1 lb 7 1/2 oz (23.5 oz), 23.5 oz				
Cream of Wheat, plain, 1 lb 12oz (28 oz), 28 oz				
Kelloggs Corn Flakes, 12-oz, 12 oz				
Kelloggs Corn Flakes, 1 lb 2 oz, 18 oz				
Kelloggs Corn Flakes, 1 lb 8 oz, 24 oz				
Kelloggs Special K, 12-oz, 12 oz				
Kelloggs Special K, 1 lb 2 oz, 18 oz				
Kix, plain, 9-oz, 9 oz				
Kix, plain, 13-oz, 13 oz				
Life, plain, 15-oz, 15 oz				
Life, plain, 1 lb 5 oz, 21 oz				
Post Grape Nuts, 16 oz, 16 oz				
Post Grape Nuts, 24 oz, 24 oz				
Post Grape Nuts, 32 oz, 32 oz				
Post Grape Nuts Flakes, 18 oz				
Whole Milk, quart, fortified, 32 oz				
Whole Milk, half gal, fortified, 64 oz				

Washington State Department of Health

Women, Infants and Children (WIC) Program

FOOD PRICE LIST

STORE NAME	EFFECTIVE DATE FOR NEW PRICES
STREET ADDRESS	WIC RETAILER NUMBER

Instructions:

Review the prices listed. If the price for a product has changed, enter the new price in the NEW PRICE column. If you no longer carry a product, enter 0. If you are now carrying a product for which we have no price listed, please enter the price. Do not list sales prices. Do not write in brands or sizes. If a brand is not listed, it is not authorized.

FOOD ITEM	UPC CODE	PRICE AS OF	PRICE	NEW PRICE
Whole Milk, gallon, fortified, 128 oz				
2% Reduced Fat Milk, quart, fortified, 32 oz				
2% Reduced Fat Milk, half gal, fortified, 64 oz				
2% Reduced Fat Milk, gallon, fortified, 128 oz				
1% LowFat Milk, quart, fortified, 32 oz				
1% LowFat Milk, half gal, fortified, 64 oz				
1% LowFat Milk, gallon, fortified, 128 oz				
Skim/Nonfat Milk, quart, fortified, 32 oz				
Skim/Nonfat Milk, half gal, fortified, 64 oz				
Skim/NonFat Milk, gallon, fortified, 128 oz				
Organic milk, half gallon, fortified, 64 oz				
Organic milk, gallon, fortified, 128 oz				
Acidophilus, quart, fortified, 32 oz				
Acidophilus, half gal, fortified, 64 oz				
Acidophilus, gallon, fortified, 128 oz				
Lactose-reduced, quart, fortified, 32 oz				
Lactaid, quart, fortified, 32 oz				
Lactaid, half-gallon, fortified, 64 oz				
Non-Fat Dry Milk, 4 qt, 128 oz				
Non-Fat Dry Milk, 8 qt, 256 oz				
Non-Fat Dry Milk, 14 qt, 448 oz				
Non-Fat Dry Milk, 20 qt, 640 oz				
Evaporated Milk, 12-oz, 12 oz				
Cheese, Cheddar, 1-lb, 1 pound				
Cheese, Monterey Jack, 1-lb, 1 pound				
Cheese, Mozzarella, 1-lb, 1 pound				
Cheese, String, white, 8 oz bag, 1 pound				
Cheese, String, white, 10 oz bag, 1 pound				
Cheese, String, white, 12 oz bag, 1 pound				
Cheese, String, white, 16 oz bag, 1 pound				
Cheese, Kraft Deluxe American, blue box, 1 pound				
Eggs, large white, 1-dozen, 1 dozen				

Washington State Department of Health

Women, Infants and Children (WIC) Program

FOOD PRICE LIST

STORE NAME	EFFECTIVE DATE FOR NEW PRICES
STREET ADDRESS	WIC RETAILER NUMBER

Instructions:

Review the prices listed. If the price for a product has changed, enter the new price in the NEW PRICE column. If you no longer carry a product, enter 0. If you are now carrying a product for which we have no price listed, please enter the price. Do not list sales prices. Do not write in brands or sizes. If a brand is not listed, it is not authorized.

FOOD ITEM	UPC CODE	PRICE AS OF	PRICE	NEW PRICE
Peanut Butter, 18-oz, 18 oz				
Peanut Butter, 16-oz, 16 oz				
Chunk Light Tuna, 3-oz can, water packed, 3 oz				
Chunk Light Tuna, 6-oz can, water packed, 6 oz				
Chunk Light Tuna, 12-oz can, water packed, 12 oz				
Carrots, Fresh, 1-lb, 1 pound				
Carrots, Frozen, 14-16-oz, 1 pound				
Carrots, Canned, 14.5-oz, 1 pound				
Apple, Old Orchard 100%, frozen (dark green lid), 1 can				
Apple, Tree Top, frozen, 1 can				
Blends, Old Orchard, frozen (dark green lid), 1 can				
Fruit Punch, Old Orchard, frozen (dark green lid), 1 can				
Grape, Old Orchard, white and purple, froz (dk grn), 1 can				
Grapefruit, Minute Maid w/calcium, frozen, 1 can				
Grapefruit, Old Orchard Ruby Red, frozen (dk grn), 1 can				
Orange, Minute Maid, frozen, 1 can				
Orange, Old Orchard, frozen (dark green lid), 1 can				
Pineapple, Old Orchard 100%, frozen (dk grn lid), 1 can				
Apple, Tree Top, 46-oz can, 1 can				
Grape, Welch, 46-oz can, 1 can				
Grapefruit, TexSun Ruby Red, 46-oz can, 1 can				
Orange, TexSun, 46-oz can, 1 can				
Pineapple, Dole, 46-oz can, 1 can				
Tomato, Campbell's, 46 oz can, 1 can				
Vegetable, Essential Antioxidants V8 100%, 46oz can, 1 can				
Beans, Black, 1-lb, 1 pound				
Blackeyed Peas, 1-lb, 1 pound				
Garbanzos (Chickpeas), 1-lb, 1 pound				
Beans, Great Northern, 1-lb, 1 pound				
Beans, Kidney, 1-lb, 1 pound				
Lentils, 1-lb, 1 pound				
Beans, Lima, 1-lb, 1 pound				

Washington State Department of Health

Women, Infants and Children (WIC) Program

FOOD PRICE LIST

STORE NAME	EFFECTIVE DATE FOR NEW PRICES
STREET ADDRESS	WIC RETAILER NUMBER

Instructions:

Review the prices listed. If the price for a product has changed, enter the new price in the NEW PRICE column. If you no longer carry a product, enter 0. If you are now carrying a product for which we have no price listed, please enter the price. Do not list sales prices. Do not write in brands or sizes. If a brand is not listed, it is not authorized.

FOOD ITEM	UPC CODE	PRICE AS OF	PRICE	NEW PRICE
Beans, Mung, 1-lb, 1 pound				
Beans, Navy, 1-lb, 1 pound				
Beans, Pinto, 1-lb, 1 pound				
Beans, Small red, 1-lb, 1 pound				
Beans, Small white, 1-lb, 1 pound				
Soybean, 1-lb, 1 pound				
Split Peas 1-lb, 1 pound				

Instructions ~ WIC Food Price List

You may submit WIC Food prices electronically or manually. Please follow the instructions below and contact the State WIC Office at 1-800-841-1410 ext. 3620 if you have any questions.

1. Make entries in the “New Price” column only. If the price is unchanged, leave the New Price column blank. If you’re no longer carrying an item, enter a “zero”. If you now carry an item that you previously didn’t, or if the regular price of an item has changed, enter the New Price.
2. Verify that the price is for the food item and package size listed. Make no other markings on the price list.
3. List regular shelf prices. Do not list sale prices, loyalty card prices, or other discounts.
4. For foods which don’t specify a brand, submit the highest price for the category (e.g., national brand peanut butter, tuna or canned evaporated milk instead of a lower store brand price).
5. For Cheddar, Monterrey Jack and Mozzarella cheese: the price list says “1-lb”, but we’re really looking for the highest “per pound” price. If you carry approved 8 oz. cheese in these varieties, the price to enter is typically two times (double) the 8 oz. price

For example: **Cheddar Cheese, 1 pound**

If you carry:

- 8 oz. Tillamook Sharp Cheddar Cheese at \$7.36 per pound, and
- 1 lb. (store brand) Cheddar Cheese at \$5.99 per pound

Use the price per pound for the 8 oz. Tillamook Sharp Cheddar as it is the higher price in this example

6. Provide prices for all Similac infant formulas, even if you don’t currently stock every one. This will cover any special orders you may be asked to provide.
7. Enter the UPC code in the UPC CODE column on the form. Be sure to include the leading and trailing digits

For example:

Leading Digit

Trailing Digit



This UPC code is: 3 0 0 7 4 6 6 0 6 0 1 7

8. Double check the form for readability and completeness

Instructions ~ WIC Food Price List

Manual submissions:

1. Write clearly in blue or black ink
2. Enter store name and store address at the top of the form if it is not pre-printed with this information.
3. Mail the completed FOOD PRICE LIST with your application.

Electronic submissions:

1. Your current price list will be sent by email in the next few days.
2. If you need to print the spreadsheet, set your printer options to “landscape” and set your side margins as narrow as possible.

Washington State WIC Nutrition Program Retailer Selection Criteria

Effective for the contract period beginning April 1, 2009

The Women, Infants and Children Nutrition Program's (WIC) mission is to improve the lifelong health and nutrition of women, infants, and children in Washington State. Meeting this mission, by ensuring clients have reasonable access to the nutrition provided by WIC foods, is the foundation for selecting authorized retailers.

Retailers must meet all the selection criteria to be considered for WIC authorization. It is important to note that not every applicant will be offered a WIC retailer contract. However; it is in the best interest of WIC customers to authorize each retail location when an owner has more than one store.

Retailers must continue to meet all the criteria, and any changes to them, in order to remain authorized. WIC may review a retailer's compliance with the Retailer Selection Criteria any time during the contract period. Failure to meet any of the criteria is cause for denial or ending the contract. WIC bases the selection of each retailer on the following criteria:

Program Need

Program need is the number of stores that can be effectively administered and provide reasonable access to WIC families. Factors for determining program need may include the WIC client population near a store's location, accessibility via public transportation, and barriers to pedestrian access (such as nearby construction). In addition, the WIC Nutrition Program also recognizes the value of competition and may authorize more than one store in a community.

Prices of WIC Approved Foods

Competitive food prices are more important than ever so that all eligible WIC clients can be served. A retailer's reported shelf prices for WIC foods must be at, or less than, the Maximum Allowable Reimbursement Levels (MARL) for their assigned peer group.

Check Volume

WIC retailers must have taken an average of at least sixty (60) WIC checks per month for the last six months.

First time applicants will be on probation for one year, or to the end of the contract period, whichever comes first. The WIC Program will evaluate the retailer's check volume at the end of the probation period. The WIC Program may take action to end the contract if the minimum number of checks has not been redeemed.

WIC Approved Foods

Retailers must:

- Have on their shelves, at all times, at least the minimum quantities and varieties of WIC approved foods as specified in the document "WIC Approved Foods – Minimum Stock Levels". Food prices must be clearly identified and visible to customers, and all WIC approved foods must have current shelf lives.
- Purchase infant formula wholesale only from a WIC approved supplier.
- Purchase all other WIC foods wholesale.

Business Operations

Retailers must:

- Have a valid Washington state tax registration (UBI) number. Oregon and Idaho retailers must have all valid licenses required by their respective state.
- Be a full line/full service retailer that stocks a variety of staple foods on a continuous basis in addition to WIC approved foods. Staple foods include dairy products, whole grain products (such as bread, rice, or tortillas), baby food, at least five (5) varieties of fresh or frozen unbreaded meat, fish or poultry, and at least ten (10) varieties (total) of fresh fruits and/or fresh vegetables.
- Actively participate in the USDA Supplemental Nutrition Assistance Program (SNAP, previously known as the Food Stamp Program). Pharmacies are exempt from this requirement.
- Operate from a fixed, permanent location.
- Be open for business at least eight hours per day, six days per week.
- Use electronic cash registers capable of printing a customer receipt.
- Accept cash and SNAP (Food Stamp) EBT.
- Provide and maintain a valid e-mail address.
- Receive, or be expected to receive, no more than fifty percent (50%) of their total annual food sales from WIC transactions.
- Provide sales data requested by the WIC Program, including gross sales and exempt food sales (as reported to the Washington State Department of Revenue) and SNAP (Food Stamp) sales.
- Maintain inventory records including, but not limited to, books of account, wholesale supplier invoices, receipts, purchase orders and/or bills of sale for WIC approved foods, including infant formula. To meet this requirement, purchase documents must include the wholesale supplier name, order or purchase date, name of food items purchased, quantity purchased by item and unit price by item.

Business Integrity

A retailer will not be authorized if, in the last six years, it has been disqualified from WIC or SNAP (Food Stamp Program), or has been assessed a monetary penalty instead of a SNAP disqualification.

An owner, officer, or partner of a retailer must not have bought or sold a store in order to avoid a WIC sanction.

WIC will deny or terminate a retailer's WIC authorization if any of the owners, officers, partners, or managers have been convicted of, or had a civil judgment for fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, or obstruction of justice in the last six years.

Compliance with the WIC Contract

Retailers reapplying to continue their WIC authorization for the next contract period must have complied with all contract and program requirements during the current contract period, including having attended training on WIC requirements.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

To file a complaint, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue SW, Washington, DC 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer.

Washington WIC does not discriminate

WIC Nutrition Program 2009-2012 Minimum Stock Levels

Important information about minimum stock levels of WIC approved foods

- The local WIC clinics issue checks to clients every day of the month, except Sundays. You need to be prepared to meet the needs of your WIC customers. That means you need to have **at least** the minimum quantities of WIC foods on the shelf **all the time**.
- The WIC contract requires your store carry a reasonable variety of the WIC approved foods from **all** WIC food categories.
- The WIC contract requires your store carry at least the WIC contract formulas in adequate quantities to meet the needs of your WIC customers. If your WIC customers need other formulas, it is good customer service to be able to provide them.
- The most common complaint received from WIC clients is low stock of infant formula. WIC infants receive 31 cans of 13-oz concentrate formula, 8 to 10 cans of powder formula, **or** 25 cans ready-to-feed formula each month. Some WIC clients receive more: 35 cans of 13-oz concentrate formula, 9 to 11 cans of powder formula, **or** 28 cans ready-to-feed formula each month.
- About 75% of Washington WIC infants use the contract formulas in the powdered form.
- The state WIC office has data on the quantity of WIC foods purchased monthly in your store. Call our Customer Service Specialist at 1-800-841-1410 extension 3620 to request that information.
- Pharmacies are required to meet the Minimum Stock Levels for infant formula only. They are not required to carry foods from any of the other WIC categories.
- These minimum stock levels will change in October 2009 when new foods are added to the program. You will receive additional information about those changes at that time.

WIC Approved Foods - Minimum Stock Levels
Quantities listed must be on the shelf available for purchase at all times.

Approved Foods	Approved Sizes	Minimum Stock Requirements		
1. INFANT FORMULA - CONTRACT BRANDS Ross Similac Advance Ross Similac Isomil Advance	13 oz. concentrate 12.9 powder 32 oz. ready-to-feed	<u>0 infants</u> Be able to have adequate stock of a requested formula on the shelf within 48 hours of request.	<u>1-2 infants</u> 62 cans concentrate OR 18 cans powder OR 50 bottles ready-to-feed OR a combination	<u>3+ infants</u> 93 cans concentrate OR 27 cans powder OR 75 bottles ready-to-feed OR a combination
2. INFANT FORMULA – SPECIAL NEEDS Ross Similac Sensitive Ross Similac Sensitive R.S. Ross Similac NeoSure Ross Similac Alimentum Nestle Good Start Supreme, DHA&ARA Enfamil EnfaCare LIPIL Enfamil Nutramigen LIPIL	13 oz. concentrate 12/12.8/16 oz. powder 32 oz. ready-to-feed/ready-to-use	Stock enough to meet the needs of your WIC clients and Be able to have adequate stock of a requested formula on the shelf within 48 hours of request.		
3. INFANT CEREAL, dry -- no added fruit or formula Gerber Heinz Del Monte Earth's Best organic	8 oz. box 16 oz. box	<u>0 infants</u> Be able to have adequate stock on the shelf within 48 hours of request	<u>1-2 infants</u> 6 8-oz boxes OR 3 16-oz boxes OR a combination	<u>3+ infants</u> 9 8-oz boxes OR 4 16-oz boxes and 1 8-oz box OR a combination
4. CHILD NUTRITIONAL: Pediasure (any variety) Pediasure with Fiber	6 packs of 8 oz. containers	Have available within 48 hours on request. Monthly allotment per client can be up to 108 cans (18 6-packs)		

Approved Foods	Approved Sizes	Minimum Stock Requirements
<p>10. JUICES (unsweetened, Vitamin C fortified) Frozen Concentrate Apple -- Tree Top (green label) Old Orchard 100% juice Grape -- Old Orchard, white and purple Grapefruit -- Minute Maid with calcium Old Orchard Ruby Red Orange -- Minute Maid Original Country Style Pulp-Free Original With Calcium Reduced Acid Extra Vitamins C & E, plus Zinc Old Orchard 100% juice Calcium fortified Pineapple – Old Orchard 100% Juice Blends – Minute Maid Orange Tangerine with Calcium Orange Passion with Calcium Old Orchard Apple Kiwi Strawberry Apple Passion Mango Apple Cranberry Apple Cherry Apple Raspberry Apple Strawberry Banana Cranberry Blend Cranberry Raspberry Pineapple Orange Pineapple Orange Banana Fruit Punch</p>	<p>10/11.5/12 oz. frozen</p> <p style="text-align: center;">OR</p>	<p>24 cans of 11.5 or 12 oz. frozen concentrate</p> <p style="text-align: center;">OR</p>

Approved Foods	Approved Sizes	Minimum Stock Requirements
<p>Full Strength Apple – Tree Top (green label) Grape – Welch’s 100% purple and white Grapefruit – Texsun Ruby Red Orange – Texsun Pineapple – Dole 100% Tomato – Campbell’s Vegetable - Essential Antioxidants V8® 100%</p>	<p>46 oz. cans</p>	<p>24 cans of 46 oz. full strength OR a combination of frozen and full-strength</p>
<p>11. CARROTS, fresh, frozen or canned organic okay</p>	<p>Any size package up to two-pound maximum</p>	<p>4 lb. fresh 4 14-16 oz. pkg. frozen 4 14.5 oz. cans 8 8.25 oz cans OR combination of above</p>
<p>12. TUNA Chunk Light Water packed Any brand</p>	<p>3 oz., 6 oz., 9 oz., or 12 oz. cans</p>	<p>16 3-oz cans 8 6-oz cans 6 9-oz cans 4 12-oz cans OR a combination</p>

WIC Approved Infant Formula Supplier List

Effective April 1, 2009

In accordance with *Section 203 (e)(8) of the Child Nutrition and WIC Reauthorization Act of 2004*, all authorized Washington WIC retailers are required to purchase infant formula from **only** the wholesalers listed below:

ABBOTT LABORATORIES

625 Cleveland Ave
Columbus, OH 43215-1724

***ALBERTSON'S**

Distribution Center
17505 NE San Rafael St
Portland, OR 97230

AMERISOURCEBERGEN DRUG

19220 64th Ave S
Kent, WA 98032

BRISTOL MYERS SQUIBB

Mead Johnson Nutritionals
2400 West Lloyd Expressway
Evansville, Indiana 47721-0001

**CARDINAL DISTRIBUTION DBA:
CARDINAL HEALTH**

801 C St NW Suites B
Auburn, WA 98001

***C. LLOYD JOHNSON**

8031 Hampton Blvd
Norfolk, VA 23505

***DEFENSE COMMISSARY AGENCY**

1300E Ave
Ft. Lee, Virginia 23801

HARBOR WHSLE GROC INC

7845 Center St SW
Tumwater, WA 98501

***KROGER CO/FRED MEYER INC**

349 Valley Ave NW
Puyallup, WA 98371

MCKESSON DRUG CO 128

710 132ND St S
Everett, WA 98204

MCLANE NORTHWEST

9611 45TH Ave SW – Bldg. 4
Tacoma, WA 98499

**NESTLE, USA- Carnation
Nutritional Products Division**

800 North Brand Division
Glendale, CA 91203

***S & K SALES COMPANY**

2500 Hawkeye Court
Virginia Beach VA 23452

***SAFEWAY DIST CTR GROCERY**

20427 N. 27th Ave
Phoenix, AZ 85027

**SAVE A LOT DISTRIBUTION
CENTER**

7824 N Ledbetter
Portland, Oregon 97203

SUPERVALU – Tacoma

1525 East D St.
Tacoma, WA 98421

UNIFIED GROCERS, INC

3301 S Norfolk St
Seattle, WA 98118

U R M STORES INC

7511 N Freya
Spokane, WA 99207

***WALMART WAREHOUSE #6037**

1455 SE Feedville Rd
Hermiston, OR 97838

***WINCO STORES
WOODBURN DISTRIBUTION
CENTER**

400 So Woodland Ave
Woodburn, Oregon 97071-2163

***These suppliers only supply their own stores.**

SPECIAL TERMS AND CONDITIONS

IT IS MUTUALLY AGREED THAT:

4. By signing this contract, the Contractor agrees to comply fully, and to ensure each authorized store listed on page 1 complies fully, with the following:
 - all contract provisions contained in this document, and hereafter amended
 - the WIC Retailer Handbook,
 - 7 CFR 246,
 - WAC 246-790,
 - all federal and state policies and procedures, and
 - any changes to federal or state laws, regulations, policies and procedures governing the Program (including the Retailer Selection Criteria), which may be made during the contract period.

The Contractor shall:

5. General

- a) Comply with the Retailer Selection Criteria throughout the term of the contract.
- b) Be accountable for the actions or inactions of employees, owners, officers, managers, or agents of the contractor with regard to participation in the Program.
- c) Offer WIC customers the same courtesies offered to other customers.
- d) Provide WIC services in a way that safeguards WIC customers' confidentiality and civil rights.
- e) Comply with corrective actions required by the Program.

6. Training

- a) Participate in annual training on Program requirements by reading and distributing to employees all training materials provided by the Program.
- b) Assure a representative from each authorized store participates in interactive training sessions designed, conducted, or approved by the Program at least once during the contract period. Store representatives who attend training must sign an attendance roster and indicate which store they are representing.
- c) Train checkers, customer service specialists, front end supervisors, managers, bookkeepers, and inventory control employees on Program requirements and the consequences of failing to follow those requirements. See the General Terms and Conditions, item 17, for training documentation requirements.

7. Check handling (point of sale)

- a) Verify WIC customer identification at the point of sale.
- b) Accept WIC checks only from persons whose names appear on the check below the Customer Signature box.
- c) Accept WIC checks only on the "First Day to Use", the "Last Day to Use", or any date between these two dates.
- d) Make sure only the exact WIC approved foods and quantities listed on the WIC check are being purchased by ringing up the foods in the order listed on the check.
- e) Accept cash value WIC checks for a quantity of WIC approved fruits and/or vegetables in the dollar amount or less stated on the check. Cash or credit may not be given for any unused dollar value of a fruit and vegetable check. WIC customers may pay the difference when the purchase price of the fruits and/or vegetables exceeds the dollar amount stated on the check.
- f) Enter the purchase price in the appropriate box on the WIC check before the check is signed by the WIC customer.

- g) Ask the WIC customer to sign the check in the presence of the checker.
 - h) Refuse WIC checks offered in exchange for cash, credit, or non-food items.
 - i) Allow WIC customers the benefit of sale prices, in-store specials, coupons, and other discounts, including “buy one, get one free” promotions. Deduct the savings from the purchase price before writing it on the check.
 - j) Not ask for or accept cash from a customer as part of a WIC transaction, except as allowed for the purchase of fruit and/or vegetables that exceed the dollar amount stated on the check.
 - k) Not give a cash refund for foods purchased with a WIC check.
 - l) Not charge sales tax on WIC transactions.
 - m) Not give rain checks or I-owe-you (IOUs) as part of a WIC transaction.
- n)
8. Bookkeeping
- a) Use only the ID stamp assigned to the store. Owners with multiple stores may not transfer checks between stores using the alternate store’s ID stamp.
 - b) Make sure the WIC check has a “Transaction Date” that falls within the first and last “Day to Use”, the total purchase amount written in the “Actual Purchase Price” box, a “Customer Signature” matching a name listed under the signature box, a check mark in the box next to the check signer’s name, and a legible ID stamp imprint.
 - c) Endorse and deposit WIC checks within sixty (60) days after the “First Day To Use”.
 - d) Notify the Program immediately if the ID stamp is lost, stolen or wears out.
 - e) Provide information reported to the Washington State Dept. of Revenue on gross sales, plus Food Stamp Program sales and all other food sales, at time of application and when requested throughout the term of the contract.
9. Inventory
- a) Purchase all WIC approved foods from a wholesale supplier. Infant formula must be purchased from a WIC approved supplier. Purchasing WIC foods (including formula) from other retailers is allowed on an infrequent, emergency basis when such food is needed by the client before it can be obtained from a wholesale supplier.
 - b) Maintain sufficient WIC approved food stock levels in the store at all times to meet at least the minimum quantity and variety in each WIC food category as listed in the “WIC Approved Foods – Minimum Stock Levels” document.
 - c) Pharmacies must meet and maintain the minimum stock levels for infant formula only. They are not required to carry other WIC approved food items.
 - d) Not sell WIC approved foods past their “use by date”.
 - e) Allow the exchange of WIC approved food for the identical product, exact brand and size, only when the original food item is spoiled, defective, or past the “use by” date at the time of purchase.
10. Food pricing
- a) Maintain prices of WIC approved foods throughout the contract period at or less than the maximum allowable price or the Maximum Allowable Reimbursement Level (MARL) within the assigned peer group of each store, as determined by the Program.
 - b) Provide a complete and accurate updated WIC Food Price List at least semiannually, within thirty (30) days of the request by the Program.

- c) Notify the Program within five (5) days of each change in the regular price of WIC infant formula.
- d) Sell WIC approved foods to WIC customers at the same price charged to other customers.
- e) Post the prices of WIC approved foods so they are visible to customers.

11. Payments and claims

- a) Charge the Program for only the WIC approved foods the customer receives at the time the WIC check is used.
- b) Reimburse the Program for overcharges and for payments made on improperly handled WIC checks.
- c) Pay monetary penalties imposed by the Program.
- d) Not ask a WIC customer directly or indirectly to pay for payments the Program denied, partially paid, or reclaimed.
- e) Not seek restitution through a collection agency for WIC checks not paid by the bank in full or in part.
- f) Not add a fee or surcharge to the purchase amount charged to the Program.
- g) Not give credit to a WIC customer or use a WIC check as payment on a credit account.

12. By signing this contract, the Washington State WIC Nutrition Program agrees to:

- a) Operate a federally approved uniform WIC retail food delivery system statewide, complying fully with all contract provisions listed in this document, the WIC Retailer Handbook and related materials, 7 CFR 246, WAC 246-790, all federal policies and procedures, and any changes made to program requirements during the contract period.
- b) Comply with vendor cost containment requirements published in the Federal Register in response to the Child Nutrition Act of 1966, as amended by Public Law 108-265.
- c) Notify contractors and retailers in advance of any changes to Program requirements.
- d) Assess program need before authorizing a store to participate in the Program and before imposing a Program disqualification.
- e) Provide WIC materials, including ID stamps, Retailer Handbooks, shelf talkers, food brochures, and "WIC Checks Accepted Here" signs, to each authorized store.
- f) Provide WIC training materials at least annually to each authorized store.
- g) Advertise and conduct interactive training on an ongoing basis at locations statewide, providing each authorized retailer at least two opportunities to attend training during the contract period.
- h) Provide Program information in other languages upon request.
- i) Conduct on-site monitors at authorized retailer locations randomly and for cause.
- j) Provide technical assistance on Program requirements.
- k) Follow up on complaints and pursue problem resolution.
- l) Assign each retailer to a pricing peer group.
- m) Set Maximum Allowable Reimbursement Levels (MARL) for each peer group based on current redemption data and adjust MARL regularly to reflect market conditions.
- n) Pay retailers for valid and properly transacted WIC checks redeemed within their peer group MARL.

- o) Offer retailers a purchase price adjustment and payment process when checks are rejected by the bank for exceeding the Maximum Allowable Reimbursement Level. This process is referred to as "presumptive payment".
- p) Publish a WIC Approved Infant Formula Supplier List.
- q) Deny payment on, claim reimbursement and/or impose sanctions for improperly transacted WIC checks, including overcharges.
- r) Allow stores the opportunity to correct or justify errors on WIC checks.
- s) Deny payment on checks issued by other state WIC Nutrition Programs.
- t) Deny requests for payment of retailer bank charges incurred on improperly transacted WIC checks, such as returned check fees.
- u) Review retailers for compliance with Program requirements, including the Retailer Selection Criteria.
- v) End the contract when a retailer fails to comply with the Retailer Selection Criteria any time during the contract period, submits false information to the Program, or fails to comply with contract provisions.
- w) Impose corrective actions or sanctions when a retailer fails to comply with Program requirements.
- x) Notify a retailer in writing at least fifteen (15) days in advance of contract expiration.
- y) Refer suspected health and food safety violations to the appropriate regulatory offices.
- z) Refer complaints of civil rights violations to the USDA, Director, Office of Civil Rights, 1400 Independence Avenue SW, Washington, DC 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TTY).

IT IS FURTHER AGREED THAT:

- 13. Program requirements may be modified at any time by the Program to meet new federal or state requirements. The Contractor will be notified in writing of changes in advance of implementation.
- 14. Neither the Department nor the Contractor has any obligation to renew the contract. The Contractor must reapply for WIC authorization after expiration of the contract.
- 15. This contract is not a license, nor is it a right or property interest.
- 16. The contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract are deemed to exist or to bind any of the parties hereto.
- 17. This contract is subject to the written approval of the Contracting Officer of the Department and is not binding until so approved. Only the Contracting Officer or his/her delegate by writing (delegation to be made prior to action) has the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Contracting Officer or delegate.
- 18. In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency is resolved by giving precedence in the following order: (a) Applicable Federal and State Statutes and Regulations, (b) Special Terms and Conditions, (c) General Terms and Conditions, and (d) any other provision of the contract whether incorporated by reference or otherwise.
- 19. All rights and obligations of the parties to this contract shall be subject to and governed by the Special Terms and Conditions and the General Terms and Conditions incorporated in the text of this contract.

GENERAL TERMS AND CONDITIONS

- 1. DEFINITIONS - As used in this contract, the following terms shall have the meanings set forth below:

- a) "Agreement" or "Contract" means this written legal document encompassing Program requirements that binds the Contractor and the Program.
- b) "Appeal Hearing" means a formal proceeding to appeal certain Program decisions. The appeal hearing process provides a contractor the opportunity to review the case record prior to the hearing, to present its case in an impartial setting, to confront and cross-examine witnesses, and to be represented by counsel.
- c) "Authorized" or "Authorization" means the retailer has met the selection criteria as required by the United States Department of Agriculture (USDA), received training on Program requirements, and signed a contract with the Program.
- d) "CFR" means the Code of Federal Regulations.
- e) "Contractor" means the owner, chief executive officer, controller, or other person legally authorized to represent a corporation, partnership, or sole proprietor and obligate that business in a contract.
- f) "Contracting Officer" means the Contracting Officer of the Department of Health or his/her delegate.
- g) "Department" means the Washington State Department of Health (DOH) and any of the officers or other officials lawfully representing the department.
- h) "Disqualification" means the act of revoking the authorization and ending the contract of an authorized retailer permanently or for a specific period of time for noncompliance with Program requirements.
- i) "ID stamp" means the tool each store uses to imprint the retailer's assigned identification number on each WIC check to identify their store.
- j) "Maximum Allowable Reimbursement Level" (MARL) means the highest amount that will be paid to the retailer by the Program for WIC approved foods. The MARL is determined by the Program based on evaluation of current retailer redemption data and market conditions and set individually for each peer group.
- k) "Monetary Penalty" means a sum of money imposed by the Program for noncompliance with Program requirements.
- l) "Notice of Correction" means a written document given to a retailer when the Program discovers noncompliance with Program requirements. The Notice of Correction gives the retailer a reasonable period of time to correct the noncompliance without risk of receiving a sanction.
- m) "Peer group" means a group of retailers who share similar characteristics including competitive prices. The Program considers factors, such as the number of cash registers in the store, and unique circumstances, such as military commissaries or stores not accessible by land, when determining a retailer's placement in a peer group.
- n) "Presumptive payment" means a voluntary process to pay retailers for WIC checks rejected due to "excess dollar amount". In this process, checks continue to be rejected for exceeding the Maximum Allowable Reimbursement Level (MARL), but the retailer is credited weekly via direct deposit an amount equal to their peer group MARL for the foods listed on those checks.
- o) "Program", "program", or "WIC" means the federally funded Special Supplemental Nutrition Program for Women, Infants, and Children administered in Washington State by the Division of Community and Family Health, Office of Community Wellness and Prevention within the Department of Health.
- p) "Program requirements" or "program requirements" mean the rules contractors and retailers must follow to participate in the Program. The rules are explained in the federal regulations 7 CFR 246.12, WAC 246-790, the retailer contract, the Retailer Selection Criteria, the WIC Approved Foods – Minimum Stock Levels, the WIC Retailer Handbook, and the WIC Approved Infant Formula Supplier list.
- q) "Providing credit" or "IOU" means the retailer takes a WIC check and deposits it for the full amount of the foods listed, even though the customer does not receive all the foods at the time of the transaction, and tells the customer to come back later for the rest of the food.

- r) "Redeeming WIC checks outside of authorized channels" means not following the requirements regarding who can accept WIC checks and how to redeem them. Examples include, but may not be limited to:
 - (i) a retailer who accepts WIC checks at one location and redeems those checks using the WIC ID stamp assigned to different authorized store,
 - (ii) a retailer accepting WIC checks without having a signed contract with the WIC Program,
 - (iii) a retailer using WIC checks to repay debt at a different authorized retailer, or
 - (iv) a retailer who accepts and deposits WIC checks from an unauthorized source.
 - s) "Retailer" or "Store" means an individual store authorized to participate in the Program.
 - t) "Trafficking" means buying or selling WIC checks for cash.
 - u) "Use by date" means a date or code printed on an item that indicates its best quality. This date shows when a product must be either sold or pulled from a shelf. May also be referred to as "past its shelf life".
 - v) "WAC" means Washington Administrative Code.
 - w) "Wholesaler" or "distributor" or "supplier" means a business licensed to sell food and other goods at prices lower than retail to a retail vendor for resale to customers.
 - x) "WIC check" means a negotiable instrument issued to and used by a WIC customer to obtain specified supplemental WIC foods at an authorized retailer. A WIC check may be issued for the purchase of a quantity and type of WIC approved food or may be issued for a stated dollar amount of WIC approved fruits and vegetables.
 - y) "WIC client" or "WIC customer" means the individual authorized to do the WIC shopping.
2. AMENDMENTS – This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
 3. ASSIGNMENT – Neither this contract or any claim arising under this contract shall be transferred or assigned by the Contractor without prior written consent of the Agency.
 4. CONFLICT OF INTEREST – A retailer is ineligible to participate in the WIC Program if the owner or any person who owns or controls more than a 10% interest in the retailer ownership, partnership, corporation, or other legal entity is employed by a local or state WIC agency or has a spouse, child, parent, or sibling who is employed by a local or state WIC agency.

The WIC Program will end this contract if it identifies a conflict of interest between the Contractor and the department or between the Contractor and a local WIC agency.
 5. CONTRACTOR NOT EMPLOYEE OF DEPARTMENT - The Contractor, his/her employees or agents performing under this agreement are not employees or agents of the department. The Contractor will not hold himself/herself out as, nor claim to be, an officer or employee of the department or of the State of Washington by reason hereof, nor will he/she make any claim of right, privilege or benefit which would accrue to a civil service employee law. Conduct and control of the work will be solely with the Contractor.
 6. DEBARMENT AND SUSPENSION – The Contractor certifies they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal or State government contracts. The Contractor further certifies they will not subcontract with an entity that is so debarred or suspended.
 7. DISPUTES – A request for an appeal hearing shall be in writing and shall:
 - a) state the issue,
 - b) contain a summary of the Contractor's position on the issue, indicating whether each charge is admitted, denied, or not contested,
 - c) state the name and address of the Contractor requesting the appeal hearing,
 - d) state the name and address of the attorney representing the Contractor, if applicable,
 - e) state the Contractor's need for an interpreter or other special accommodations, if necessary, and
 - f) have a copy of the notice from the department attached.

A request for an appeal hearing must be filed at the Washington State Department of Health, Adjudicative Service Unit, PO Box 47879, Olympia, WA 98504-7879, and a copy must be sent at the same time to the WIC Program at PO Box 47886, Olympia, WA 98504-7886. The request must be made in writing within twenty (20) days of the date the retailer received the notice.

The Adjudicative Service Unit will give the Contractor adequate notice of the scheduled time and location for the hearing.

The decision concerning the appeal will be made within sixty (60) days from the date the request for the appeal hearing is received by the Adjudicative Service Unit. The time may be extended by as many days as all parties agree to with good cause.

When the action being appealed is disqualification, the retailer shall stop redeeming WIC checks effective the date specified in the notice and shall not accept WIC checks during the appeal period. The department will not pay any WIC checks redeemed by a retailer during a period of disqualification.

The parties agree this appeal hearing process shall precede any action in a judicial or quasi-judicial tribunal.

The Contractor may not appeal:

- a) expiration of a WIC contract,
- b) the validity or appropriateness of criteria used to determine program need,
- c) determinations regarding program need,
- d) the validity or appropriateness of retailer limiting or selection criteria,
- e) the validity or appropriateness of the WIC Program's criteria for determining whether a retailer receives or is expected to receive more than fifty percent (50%) of their total annual food sales from WIC transactions.
- f) determination of whether the retailer had an effective policy and program in place to prevent trafficking and whether ownership was aware of, approved of, or was involved in the violation,
- g) disputes regarding check payments or claims, other than the opportunity to justify or correct an overcharge or other check error, and
- h) disqualification based on a Food Stamp Program disqualification.

8. DISQUALIFICATION - Violations for which the Program must sanction a Retailer, along with the length of disqualification and related rules, are found in WAC 246-790-100.

Disqualification from the Program may result in disqualification from the Food Stamp Program and is not subject to administrative or judicial review under the Food Stamp Program.

WIC may disqualify a retailer who has received a civil money penalty (CMP) instead of disqualification for hardship from the Food Stamp Program.

Disqualification from the WIC Program in another state for one or more of the federally mandated sanctions may result in disqualification from the Washington State Program.

Individual stores covered under one contract may, at the discretion of the Program, be disqualified by contract amendment without affecting the remainder of the stores covered under the contract.

The retailer must reapply to be considered for participation in the Program after a period of disqualification.

9. GOVERNING LAW – This contract is governed by the laws of the State of Washington.
10. HOLD HARMLESS - To the fullest extent permitted by law, the Contractor shall defend, protect and hold harmless the State of Washington, the department, or any employees thereof, from and against all claims, suits or actions arising from any negligent act or omission of the Contractor, employees, agents, and authorized retailers while performing under the terms of this contract.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the State and its agencies, officials, agents or employees.

11. INDUSTRIAL INSURANCE COVERAGE – The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf

of its employees as may be required by law, DOH may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. DOH may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by DOH under this contract, and transmit the deducted amount to the Department of Labor and Industries, Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor

Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

12. LICENSING AND ACCREDITATION STANDARDS - The Contractor shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards, necessary in the performance of this contract.
13. NONDISCRIMINATION - During the performance of this agreement, the Contractor must comply with the Americans with Disabilities Act (ADA) of 1990, Public Law 101-336 (also referred to as the "ADA" 28 CFR Part 35), which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

In addition the Contractor must comply with the Washington State Law against Discrimination, Chapter 49.60 RCW; as well as the department's nondiscrimination plan, and the federal (7 CFR Parts 15, 15a, and 15b) and state laws upon which it is based. Requirements of the nondiscrimination plan are hereby incorporated by reference, but are not limited to:

- a) Nondiscrimination in Employment: The Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, gender, religion, age, political beliefs, sexual orientation, marital or family status, Vietnam era or disabled veterans status or the presence of any sensory, mental or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

The Contractor shall take affirmative action to ensure that employees are employed and treated during employment without discrimination because of their race, color, national origin, gender, religion, age, political beliefs, sexual orientation, marital or family status, Vietnam era or disabled veterans status or the presence of any sensory, mental or physical handicap. Such action includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

- b) Nondiscrimination in Services: The Contractor shall not, on grounds of race, color, national origin, gender, religion, age, political beliefs, sexual orientation, marital or family status, Vietnam era or disabled veterans status or the presence of any sensory, mental or physical handicap:
 - (i) Deny an individual any services or other benefits provided under this agreement.
 - (ii) Provide any service(s) or other benefits to an individual which are different or provided in a different manner from those provided to others under this agreement.
 - (iii) Subject an individual to segregation or separate treatment in any manner related to the receipt of any service(s) or other benefits provided under this agreement.
 - (iv) Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The Contractor, in determining:
 - 1) the types of services or other benefits to be provided, or
 - 2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided,
 - 3) the class of individuals to be afforded an opportunity to participate in any services or other benefits,will not use criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, national origin, gender, religion, age, political beliefs, sexual orientation, marital or family status, Vietnam era or disabled veterans status or the presence of any sensory, mental or physical handicap.

- c) Noncompliance with Nondiscrimination Plan - In the event of the Contractor's noncompliance or refusal to comply with the nondiscrimination plan, this contract may be ended in whole or in part, and the Contractor may be declared ineligible for further contracts with the department. The Contractor shall, however, be given a reasonable time in

which to correct this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure described in this contract.

14. NOTIFICATION OF CHANGES - The Contractor shall notify the Program in writing of any change in ownership, store name, location, and/or cessation of operation for any reason at least thirty (30) days before the effective date of such change.

In the event of any closure, change in ownership or change of the legal authority obligating this Contractor, this contract is automatically ended. A Contractor who fails to give the specified notice of closure, change of ownership, store name and/or location is liable for resultant costs incurred by the Program.

15. OVERPAYMENTS AND IMPROPER CHARGES - The Program may deny payment to, seek reimbursement for, or impose monetary penalties for noncompliance with Program requirements and/or the terms of this contract. The Program will seek reimbursement for payments already made on WIC checks not properly transacted and for documented overcharges. In addition, the program shall reclaim any monies obtained by the Contractor in violation of these provisions or any other federal and state regulations, including but not limited to, inventory audit findings for lack of documentation equal to or greater than WIC sales as documented by the Program.

Monetary penalties and reimbursements shall be paid to the revenue section of the department within the time period specified in the notice. Retailers who fail to pay within the time period specified in the notice may be referred to a collection agency, may be referred to local law enforcement for prosecution, and, if applicable, will be disqualified for the length of time corresponding to the type of noncompliance for which the monetary penalty was imposed.

16. PROGRAM NONCOMPLIANCE – The Program response to retailer noncompliance with program requirements will vary depending on the severity and frequency of the noncompliant activity. Types of responses to noncompliance include, but are not limited to, verbal or written technical assistance, written notice of correction, monetary penalty, ending of the contract for default, disqualification and referral for prosecution. The Contractor may be required to implement and provide documentation of corrective action. Reimbursement to the Program may also be required.

The Program will give the Contractor written notice not less than fifteen (15) days prior to the effective date of the action, except for the following reasons:

- Denial of authorization,
- Permanent disqualification,
- False information provided in connection with an application for authorization.

In these cases, the WIC Program will end the contract effective the date the Contractor receives the notice.

The notice will explain what action is being taken, the effective date of the action, and the procedure for requesting an appeal hearing, if the action being taken is one that can be appealed.

A Contractor who commits fraud or abuse of the Program is liable to prosecution under applicable federal, state or local laws. Those who have willfully misapplied, stolen or fraudulently obtained program funds will be subject to a fine of not more than \$25,000 or imprisonment for not more than five years or both, if the value of the funds is \$100 or more. If the value is less than \$100, the penalties are a fine of not more than \$1,000 or imprisonment for not more than one year or both.

17. RECORDS, DOCUMENTS, AND REPORTS - The Contractor must ensure each authorized store maintains records relevant to WIC participation for the term of this contract plus a period of one year after the expiration or the end of the contract. These records include:

a) Sales data, including:

- (i) gross sales volume as reported to the Washington State Department of Revenue
- (ii) Food Stamp Program sales volume
- (iii) all other food sales volume

b) Inventory records including, but not limited to, books of account, wholesaler/distributor invoices, receipts, purchase orders and/or bills of sale for WIC approved foods, including infant formula. To meet the Program requirement, purchase documents must include the wholesaler/distributor name, order or purchase date, name of food items purchased, quantity purchased by item and unit price by item.

- c) Shelf prices of WIC approved foods, including infant formula.
 - d) In-store records of employee training on WIC requirements showing names of employees who received WIC training and the date training was received by the employee.
18. RIGHT OF INSPECTION - The Contractor shall provide right of access to its records and facilities at all reasonable times during normal business hours to the department, or any of its officers, including Program staff, or to any other authorized agent or official of the State of Washington or the federal government, in order to monitor, to provide training or technical assistance, and to evaluate performance compliance and/or quality assurance under this contract. This includes, but is not limited to, WIC checks in the Contractor's possession, shelf price and inventory records, documentation of food purchases and sales, documentation of employee training, documentation demonstrating a policy and program to prevent trafficking, and other program-related records.
19. SAFEGUARDING OF INFORMATION (CONFIDENTIALITY) - The use or disclosure by any party, either verbally or in writing, of any information concerning a WIC customer obtained in providing service under this agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW as well as other applicable federal and state statutes and administrative rules governing confidentiality. Specifically, the Contractor agrees to limit access to Confidential Information to the minimum amount of information necessary, to the fewest number of people, for the least amount of time required to do the work. The obligations set forth in this clause shall survive completion, cancellation, expiration, or termination of this Agreement.

In addition, the Program restricts the use and disclosure of retailer information, except for retailer name, address, and authorization status, unless the requester is:

- a) a person directly connected with the administration or enforcement of the WIC Program,
- b) a person directly connected with the administration or enforcement of the Food Stamp Program,
- c) a person directly connected with the administration or enforcement of Federal or State law, and
- d) a retailer who is subject to an adverse action.

In the case of a retailer subject to an adverse action, the information released will pertain only to that retailer.

20. SEVERABILITY - The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, it shall not affect the validity of the remainder of the contract.
21. TAXES – All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for the Contractor or their staff shall be the sole responsibility of the Contractor.
22. TERMINATION FOR CONVENIENCE - Either of the parties hereto may end this contract upon submission of a written notice to the other party thirty (30) days in advance. Termination notices from the Contractor shall be addressed to the Washington State Department of Health, WIC Program, PO Box 47886, Olympia, WA 98504-7886.
23. TERMINATION FOR DEFAULT - Failure of the Contractor to perform any of the provisions set forth in this contract may result in termination for default. The Contractor will be notified verbally and/or in writing of the default and given the opportunity to correct the violation or failure within fifteen (15) business days. If the failure or violation is not corrected or the Contractor refuses to correct the failure or violation, this contract may be verbally ended immediately. Such termination will be followed with written notice. In such event, the Contractor is liable for resultant costs incurred by the Program.
24. VENUE – The venue of any legal action or suit concerning this contract shall be the Thurston County Superior Court.
25. WAIVER OF DEFAULT - Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such in writing, signed by the Contracting Officer of the department or delegate, and attached to the original contract.

The period of performance under this contract is from **April 1, 2009 through March 31, 2012** unless ended sooner.

IN WITNESS WHEREOF: The Department and the Contractor have signed this agreement.

Contractor:

Department of Health

Name of Business	WIC Nutrition Program
Signature of Authorized Person	Signature of DOH Contract Officer or Designee
Printed Name of Authorized Person	Printed Name of DOH Contract Officer or Designee
Title of Authorized Person	Title of DOH Contract Officer or Designee
Date Signed	Date Signed

The Attorney General has approved this contract as to form.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

To file a complaint, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue SW, Washington, DC 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer.

Washington WIC does not discriminate

SAMPLE