

New York State WIC Program



**Special Supplemental Nutrition Program for  
Women, Infants and Children (WIC)**

Administered by the New York State Department of Health  
Sponsored by the United States Department of Agriculture

**VENDOR CONTRACT**

**W I T N E S S E T H**

1. THIS CONTRACT is entered into for a three-year term, with three (3) performance periods of one (1) year each, from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to the  
DAY MONTH

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between  
DAY MONTH

\_\_\_\_\_ doing business as \_\_\_\_\_  
OWNER'S OR CORPORATE NAME VENDOR'S TRADE NAME

located at \_\_\_\_\_  
STREET

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
CITY, STATE, ZIP

(herein referred to as the Vendor) and \_\_\_\_\_

(herein referred to as the Local Agency).

2. The Vendor may accept WIC food instruments, herein referred to as checks, only from the WIC participant/parent/guardian/caretaker/proxy, herein referred to as the Participant, and only at the location listed in paragraph #1. The Vendor may not accept checks at any other location or any checks that have been redeemed by any other individual or vendor. All checks must be deposited by the Vendor, within 60 days from the NOT GOOD BEFORE date on the check, directly into the bank account name and number listed in paragraph #3. The Vendor may not assign or transfer checks.
3. The Vendor's sole authorized Bank of Deposit and account number for deposit of all WIC checks is

\_\_\_\_\_  
BANK BRANCH NAME

\_\_\_\_\_  
VENDOR'S ACCOUNT NUMBER

Any change in the designation of the sole Bank of Deposit account must be in writing to the Local Agency at least thirty days before the change takes place.

4. The Vendor shall be responsible for any actions of owners, officers, managers, agents and employees which are contrary to this contract.

5. This agreement does not constitute a license or 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 the Vendor is disqualified, the Vendor will have to reapply to be authorized after the disqualification period is over. In all cases, the Vendor's new application will be subject to the New York State Department of Health's vendor selection criteria in effect at the time of the reapplication.
6. This agreement is non-transferable. The death of the Vendor, any change in ownership, any change of store location, the sale or lease of the business or invoking the use of power of attorney by the Vendor shall result in the termination of this agreement. The Vendor agrees to notify the Local Agency in writing 30 days in advance of any change in store ownership or store location or of a planned cessation of operations so that termination of this agreement can proceed smoothly. An unanticipated cessation of operations (e.g., damage to store from fire) must be reported to the Local Agency as soon as is feasible.
7. This contract shall be effective after signature by the authorized Local Agency and issuance of a vendor number and vendor number stamp by the New York State Department of Health, herein referred to as the Department, subject to the availability of Federal monies for the purposes herein stated.
8. The contract is entered into for a three-year term, divided into three (3) performance periods of one (1) year each. If both the Vendor and the Local Agency elect to continue the contract at the end of the first or second performance period, the contract shall be continued, herein referred to as renewed, for an additional year. No action needs to be taken when both the Vendor and the Local Agency elect to renew the contract at the end of the first or second performance period.
9. Non-renewal of the contract at the end of the first or second performance period by either party (Local Agency or Vendor) may be without cause. If either party elects not to renew the contract at the end of the first or second performance period, the party must transmit notification of non-renewal by certified mail - return receipt requested to the other party at least forty-five days, but not more than ninety days, before the end of the performance period. The Department, the Local Agency and the Vendor have no obligation to continue the contract at the end of the first or second performance period.
10. In the event of a non-renewal of the contract at the end of the first or second performance period, neither the Vendor nor the Local Agency shall be entitled to a hearing to contest the non-renewal.
11. In the event of a non-renewal, termination or disqualification from the WIC Program, the Vendor must surrender to the Local Agency within fifteen days of non-renewal, termination or disqualification its WIC stamp and any additional Department-issued authorizing material. The Vendor shall cease accepting WIC checks as of the effective date of the non-renewal, termination or disqualification.
12. The Vendor shall provide WIC foods to the Participant at the same price or less than the price charged to non-WIC customers.

13. The Department shall provide all Vendors and Local Agencies with list(s) of New York State WIC-Acceptable Foods/Formulas. The list(s) shall include all items that may be sold in return for WIC checks and may limit these items by brand names and container sizes. The list(s) shall be subject to change at the discretion of the Department. All changes shall be effected by re-issuance of the New York State WIC-Acceptable Foods List and List of WIC Acceptable Formulas.
14. The Vendor shall stock and maintain items approved by the U.S. Food and Drug Administration (FDA), authorized by the U.S. Department of Agriculture (USDA) for the WIC Program and approved by the Department, in the minimum amounts and varieties set forth in the Minimum Stock Requirements of the State Plan. Items that are defective, spoiled or past their "sell by," "best if used by" or other dates limiting the sale or use of the items shall not be considered in stock for purposes of meeting the Minimum Stock Requirements.
15. The Vendor shall maintain the premises in a sanitary condition and ensure that refrigerated areas are maintained at a temperature of 45 degrees Fahrenheit or below. Frozen foods shall be kept frozen and shall be stored at an air temperature of zero degrees Fahrenheit or below. The Vendor shall maintain evidence of compliance with the Retail Food Store Sanitation Regulations of the New York State Department of Agriculture and Markets.
16. The Vendor shall display a sign or signs visible to persons outside the store indicating that WIC checks are accepted at the store.
17. The Vendor shall mark all WIC eligible food with the price charged for the product to the general public or shall prominently display the price of the food near the location of the food in clear view of customers and in a manner that clearly identifies the price with the specific food item. The Vendor shall not collect sales tax on WIC foods.
18. The Vendor agrees to limit WIC purchases to the amounts and items indicated on each WIC check. All items listed must be provided. None of the items may be defective, spoiled, or past its "sell by," "best if used by" or other dates limiting the sale or use of the item. When cash value WIC checks for vegetables and fruits are used in a transaction and the purchase amount of the vegetables and fruits exceeds the "Not to Exceed" (NTE) amount on the check, the Vendor shall ask the Participant if they want to pay the difference with cash or any other type of payment that is currently accepted by the vendor. When the Participant chooses to pay the difference with cash or other forms of payment currently accepted by the vendor, any amount over the NTE amount is allowed. A Participant may choose not to pay the difference when the purchase amount of the vegetables and fruits exceeds the NTE amount on the check. In these instances, the vendor shall ask the Participant to choose less expensive items or put something back so the purchase amount is at or below the NTE amount on the WIC check for vegetables and fruits.
19. The Vendor, the Local Agency or the Department may terminate this contract during the agreement period for cause by giving 15 (fifteen) days written notice to the other parties of its intention and reason for termination. Cause for termination may include but not be limited to: (1) low volume of WIC purchases (fewer than 25 checks in each of two or more consecutive months); (2) a conflict of interest between the Vendor and the Department or Local Agency, as defined by applicable State or local laws, regulations and policies; (3) failure to comply with vendor selection criteria throughout the agreement period, including

any changes to the criteria; and (4) the events set forth in paragraphs 49 and 50 of this contract; (5) any violations of this contract or applicable WIC regulations. The Vendor may be reassessed at any time during the agreement period and terminated if the Vendor fails to meet the current vendor selection criteria.

20. In the event that a Vendor charges the Participant more than non-WIC customers, more than the posted price or for foods not received by the Participant, the Department has the right to a refund for the redeemed amount of the WIC check. The Vendor agrees that the Department may automatically debit the Vendor's bank account listed in item #3 of this contract to collect refunds provided that the Department simultaneously notifies the Vendor that the debit has occurred and of the right to request, by submitting an acceptable justification in writing, the removal of debits believed to be erroneous. The Vendor agrees that the Department may automatically offset payments to the Vendor by the amount of refunds due to the Department provided that the Department simultaneously notifies the Vendor that the offset has occurred and of the right to request, by submitting an acceptable justification in writing, the return of offsets believed to be erroneous.
21. In the event that the Vendor's price for an individual WIC food/formula or combination of WIC food(s)/formula(s) on a particular WIC check represents an overcharge, the Department has the right to demand a refund for the excess amount of the overcharge. An overcharge occurs when the Vendor's price on a particular WIC check significantly exceeds the Vendor's average price for an individual WIC food or a combination of WIC foods. The excess amount of the overcharge is the difference between the Vendor's price on the check in question and a statistically calculated maximum price based on the Vendor's average price. The Vendor agrees that the Department may automatically debit the Vendor's bank account listed in item #3 of this contract in order to collect overcharges provided that the Department simultaneously notifies the Vendor that the debit has occurred and of the right to request, by submitting an acceptable justification in writing, the removal of debits believed to be erroneous. The Vendor agrees that the Department may automatically offset payments to the Vendor by the amount of overcharges provided that the Department simultaneously notifies the Vendor that the offset has occurred and of the right to request, by submitting an acceptable justification in writing, the return of offsets believed to be erroneous.
22. The Department may delay or deny payment to the Vendor for WIC checks redeemed in violation of any item of this contract. For the purpose of complying with a levy, lien or restraining notice served upon the Department, the Department may deny payment to the Vendor for WIC checks redeemed or may demand refunds for payments already made. The Department may demand refunds for payments already made on improperly negotiated WIC checks. The Vendor agrees that the Department may automatically debit the Vendor's bank account listed in item #3 of this contract to collect refunds provided that the Department simultaneously notifies the Vendor that the debit has occurred and of the right to request, by submitting an acceptable justification in writing, the removal of debits believed to be erroneous. The Vendor agrees that the Department may automatically offset payments to the Vendor by the amount of refunds due to the Department provided that the Department simultaneously notifies the Vendor that the offset has occurred and of the right to request, by submitting an acceptable justification in writing, the return of offsets believed to be erroneous.

23. The Vendor shall not provide cash or contraband in exchange for WIC checks. WIC transactions shall not involve the transfer of cash either to or from the Participant with the exception of cash value WIC checks for vegetables and fruits. For transactions where cash value WIC checks for vegetables and fruits are used, the Vendor shall accept cash (or any other type of payment that is accepted by the Vendor) from the Participant to pay the difference if the purchase amount exceeds the check "Not to Exceed" (NTE) amount. The Vendor shall not provide change to the Participant if the purchase amount is less than the check NTE amount. The Vendor will ensure that the Participant does not return WIC food items in exchange for cash or other non-identical merchandise.
24. The Vendor shall not issue the Participant any document such as a raincheck purporting to give the Participant the right to buy a particular WIC food item later than the time the WIC check is redeemed. The Vendor shall not issue credit to the Participant giving the Participant the right to receive WIC-approved or non-WIC-approved products at a later time in exchange for a WIC check at the present time.
25. The Vendor shall not seek restitution from the Participant for WIC checks not paid, partially or in full, by the Department or Local Agency.
26. The Vendor will ensure that the actual price of the items purchased is entered on the WIC check prior to the Participant signing the check. The Vendor must ensure that the amount entered in the "Pay Exactly" box does not exceed the "Not to Exceed" (NTE) amount on the check. For cash value WIC checks for vegetables and fruits, if the total purchase amount of the vegetables and fruits exceeds the check NTE amount and the Participant chooses to pay the difference with cash or other forms of payment currently accepted by the Vendor, the Vendor must ensure that the amount written in the "Pay Exactly" box matches the NTE amount on the check, not the full purchase amount.
27. The Vendor shall obtain the required signature from the Participant on the check at the time of the transaction and in the presence of the cashier. The Vendor shall verify the signature against the WIC ID for each check presented by the participant.
28. The Vendor shall ask the Participant for the WIC ID card when accepting a WIC check. The Vendor shall not ask the Participant for address, telephone number, or any identification other than the WIC ID card when accepting a WIC check.
29. The Vendor shall accept WIC checks up to and including 30 days past the NOT GOOD BEFORE date, and agrees not to accept WIC checks more than 30 days past the NOT GOOD BEFORE date as indicated on the check.
30. The Vendor shall not accept WIC checks which have a NOT GOOD BEFORE date later than the date on which they are being presented to the Vendor.
31. The Vendor shall stamp-endorse all WIC checks in the space provided on the face of the check with the Vendor stamp provided by the Department prior to depositing the check in the specific bank account contained in paragraph #3. The Vendor shall maintain on the premises during operating hours the Department-issued vendor number stamp.

32. Prior to deposit, the Vendor shall stamp-endorse the backs of all WIC checks with the Vendor's sole authorized bank of deposit and account number. WIC checks not properly endorsed may be rejected by the payor bank.
33. The Department will reimburse Vendors for exception checks in accordance with the WIC Returned Check or Check Reimbursement Policy for Vendors contained in the WIC Vendor Handbook.
34. The Vendor agrees that at least one representative of the Vendor must participate in training on WIC procedures annually and participate in interactive training on WIC procedures at least once every three (3) years, or more frequently as required by the Department or Local Agency, at a time specified by the Department or Local Agency. The Vendor must inform and train cashiers and other staff on WIC procedures.
35. The Vendor shall submit to periodic unannounced on-site visits by the Federal, State or Local Agency to review the Vendor's participation in the WIC Program. The Vendor shall allow unobstructed examination of all WIC Program-related records, WIC checks, invoices and purchase slips for WIC food items on the premises by the Federal, State or Local Agency. The Vendor shall maintain for three years for inspection by the Federal, State or Local Agency all invoices and purchase slips for WIC food items and all inventory records used for Federal tax reporting purposes. The Vendor authorizes all other entities related to the Vendor's WIC business activities (i.e., bank, wholesalers, landlords, etc.) to release information relevant to the Vendor's WIC Program participation to representatives of the Federal, State or Local Agency. Federal Agency refers to USDA or the Comptroller General of the United States.
36. The Vendor shall provide Federal, State and Local Agency representatives with shelf price records for any period within a three-year period prior to the date of request.
37. The Vendor (excluding pharmacies) shall submit in writing to the WIC Program upon request, the Vendor's gross annual total dollar sales amounts. Vendors in business for less than one year shall submit an estimate.
38. In accordance with Federal law and U.S. Department of Agriculture policy, the Vendor is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. USDA is an equal opportunity employer and provider. A participant complaining of discrimination on the basis of race, color, national origin, sex, age or disability must be provided the following directions regarding filing a complaint: write to USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (866) 632-9992 (voice) or (202) 260-1026 (local). The New York State Human Rights Law also prohibits discrimination based on race, color, national origin, sex, age or disability; in addition, New York State law prohibits discrimination based on creed, marital status and sexual orientation. Participants who believe they have been discriminated against based on New York State Human Rights Law must be provided the following directions regarding filing a complaint: write to the WIC Program Director, NYSDOH, Riverview Center, 6<sup>th</sup> Floor West, Room 650, Albany, NY 12204-2719 or call the New York State Growing Up Healthy Hotline at 1-800-522-5006.

39. The Vendor agrees to provide to the Participant the same courtesies provided to other customers. This includes the opportunity to take advantage of sales promotions by the Vendor or the WIC food manufacturer or distributor including, but not limited to, coupons, store savings cards and “buy-one-get-one-free” deals.
40. The Vendor shall keep all information on the Participant confidential and agrees to abide by all the rules of Federal, State and Local Agencies governing the WIC Program.
41. Each party shall adhere to such requirements or obligations that are imposed by this agreement. Each party shall adhere to such requirements or obligations as may be imposed by statute, regulation, policies and procedures governing the program, or by the appropriate State or Federal authority, including requirements and obligations imposed subsequent to the beginning date of this agreement.
42. A Vendor 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.
43. Any violation of this agreement by the Vendor may result in termination, disqualification and/or civil money penalties in accordance with 7 CFR Part 246 and/or 10 NYCRR Subpart 60-1, as set forth in the attached document entitled “New York State WIC Vendor Sanctions” (Attachment 1).
44. Disqualification from the Food Stamp Program will result in automatic disqualification from the WIC Program. The disqualification from the WIC Program shall be for the same length of time as the disqualification from the Food Stamp Program, but may begin at a later date than the Food Stamp Program disqualification and shall not be subject to administrative or judicial review under the WIC Program. Disqualification from the WIC Program may result in reciprocal disqualification from the Food Stamp Program. Such disqualification may not be subject to administrative or judicial review under the Food Stamp Program.
45. The Vendor has a right to a hearing before an Administrative Law Judge of the Department to contest disqualification or termination from the WIC Program during the contract performance period. Information regarding the applicable administrative review procedures will be provided at the time that an adverse action is taken by the Department. The Administrative Law Judge cannot recommend or order retroactive participation in the WIC Program as a result of a hearing. Disqualification from the WIC Program resulting from the disqualification from the Food Stamp Program shall not be subject to administrative or judicial review.
46. Refusal to accept or failure to claim certified mail - return receipt requested sent from the Department or Local Agency will not require any additional mailings or personal service upon the vendor on the part of the Department or Local Agency.
47. Nothing herein shall prevent the Department from taking any action to mandate that the Local Agency not renew the Vendor’s contract to participate in the WIC Program.

48. The Vendor agrees that all of the information contained in the Vendor Application and this Vendor Contract is accurate. Withholding requested information or providing false information will result in the termination and/or disqualification of the Vendor from the WIC Program.
49. Amendments to this contract may be made by the Department, shall be in writing, and shall be mailed to the Vendor via certified mail - return receipt requested. Each amendment shall specify a date by which the Vendor must decide whether the Vendor agrees with the amendment. Depositing a WIC check after that date will constitute agreement to the amendment by the Vendor. If the Vendor is not in agreement with the amendment, the Vendor will have cause to initiate termination of the agreement per item #19 of this agreement.
50. The Department may reassign this contract to a WIC Local Agency other than the one with which the Vendor entered into this agreement. Such reassignment will be communicated to the Vendor in writing in advance of the reassignment. If the Vendor does not wish to contract with the newly-assigned Local Agency, the Vendor will have cause to terminate the agreement per item #19 of this agreement.



For the Vendor:

\_\_\_\_\_  
VENDOR NAME (PRINT)

\_\_\_\_\_  
VENDOR STREET ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
TELEPHONE NUMBER

*If the Vendor is a Corporation, all corporate officers must be listed below and the president of the corporation or the legally authorized representative must sign the contract.*

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
VICE PRESIDENT

\_\_\_\_\_  
TREASURER

*Signatory must be legally authorized to enter into a contract on behalf of the store. Agents, lessees, and powers of attorney are not acceptable as WIC vendors and may NOT sign the vendor contract.*

I have read and understand my contractual obligations as stated in this contract.

\_\_\_\_\_  
VENDOR SIGNATURE

\_\_\_\_\_  
PRINT TITLE

\_\_\_\_\_  
DATE

State of \_\_\_\_\_

County of \_\_\_\_\_ ss: \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, did duly swear or affirm that he/she resides at \_\_\_\_\_, that he/she is the sole owner/part owner/corporate officer (circle one) of the store described herein and that he/she affirms that each statement contained within this application is true.

\_\_\_\_\_  
NOTARY PUBLIC (Please sign and affix stamp.)

For the Local Agency:

\_\_\_\_\_  
LOCAL AGENCY OFFICIAL (PRINT)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
LOCAL AGENCY STREET ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
LOCAL AGENCY OFFICIAL SIGNATURE

DATE: \_\_\_\_\_

**Special Supplemental Nutrition Program for  
Women, Infants and Children (WIC)  
Vendor Contract - Attachment 1  
New York State WIC Vendor Sanctions  
(Plain Language Version)  
Disclaimer**

The following list of WIC Program violations, and related sanctions, has been prepared for the specific purpose of providing WIC vendors with a readable version of the violations and potential consequences associated with abuse of the WIC Program. It is a complete listing of violations, as well as the sanctions that generally apply, which has been taken directly from regulation. The specific sanction imposed on a vendor can vary as a result of a vendor's prior history and also due to the Department's need for vendors.

**NOTE:** Violations 1 through 9 are considered to be extremely serious and will usually result in lengthy periods of disqualification, from both WIC and Food Stamps, up to and including permanently.

**VIOLATIONS**

- (1) A food vendor criminally convicted of trafficking in food instruments or selling firearms, ammunition, explosives or controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802) in exchange for food instruments shall be permanently disqualified.
- (2) A food vendor who is the subject of an administrative finding of trafficking in food instruments or selling firearms, ammunition, explosives or controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802) in exchange for food instruments shall be disqualified for a period of six years.
- (3) A food vendor who sells alcohol, alcoholic beverages or tobacco products shall be disqualified for a period of three years.
- (4) A food vendor who claims reimbursement for the sale of an amount of a specific supplemental food item which exceeds the store's documented inventory of that supplemental food item for a specific period of time shall be disqualified for a period of three years.
- (5) A food vendor who charges the State or local agency or participant more for supplemental food than non-WIC customers or charges the State or local agency or participant more than an item's shelf or contract price shall be disqualified for a period of three years.
- (6) A food vendor who receives, transacts and/or redeems food instruments outside of authorized channels, including the use of an unauthorized vendor and/or an unauthorized person, shall be disqualified for a period of three years.
- (7) A food vendor who charges for supplemental foods not received by the participant shall be disqualified for a period of three years.
- (8) A food vendor who provides credit or non-food items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in the Controlled Substances Act (21 U.S.C. 802), shall be disqualified for a period of three years.
- (9) A food vendor who provides unauthorized food items, including charging for supplemental food provided in excess of those listed on the food instrument shall be disqualified for a period of one year.

(6/03)

**NOTE:** The following violations are serious and will usually result in periods of disqualification from the WIC Program of up to one year.

- (10) A food vendor who fails to verify the signature on the customer's WIC identification card against the required signature on the customer's WIC food instrument for all foods delivered or sold to the customer may be disqualified for a period of up to one year per investigation.
- (11) A food vendor who provides unwholesome items in exchange for a WIC food instrument, such as but not limited to items provided past their expiration date and/or spoiled foods, may be disqualified for a period of up to one year per investigation.
- (12) A food vendor who forges a customer's signature onto a WIC food instrument may be disqualified for a period of up to one year per investigation.
- (13) A food vendor who accepts WIC food instruments without being a WIC food vendor may be debarred from future participation for a period of up to one year per investigation.
- (14) A food vendor who discriminates against or harasses any person utilizing a WIC food instrument may be disqualified for a period of up to one year per investigation.
- (15) A food vendor who fails to ensure that the amount of purchase is written in the space provided on the WIC Food instrument in the customer's presence at the time of purchase may be disqualified for a period of up to one year per investigation.
- (16) A food vendor who accepts WIC food instruments before or after the dates indicated on the checks during which the checks are valid may be disqualified for a period of up to one year per investigation.
- (17) A food vendor who fails to maintain, for a minimum of three years, all invoices and purchase slips for WIC food items, for inspection by authorized Federal, State or local agencies may be disqualified for a period of up to one year per investigation.
- (18) A food vendor who fails to allow unobstructed examination of all WIC food instruments, invoices and purchase slips for WIC food items may be disqualified for a period of up to one year per investigation.
- (19) A food vendor who fails to have invoices and purchase slips for WIC food items equal to the type and volume of WIC food sold may be disqualified for a period of up to one year per investigation.
- (20) A food vendor who fails to surrender WIC stamps upon disqualification or suspension may be disqualified for a period of up to one year per investigation.
- (21) A food vendor who fails to maintain, on premises of the authorized location, a State-issued WIC vendor authorization stamp may be disqualified for a period of up to one year per investigation.
- (22) A food vendor who deposits WIC food instruments into a bank account different than the vendor's sole authorized bank account listed on the vendor's contract may be disqualified for a period of up to one year per investigation.
- (23) A food vendor who enters false or misleading information upon, or omits information from, the face of a WIC vendor application form or WIC vendor contract may be disqualified for a period of up to one year per investigation.

(6/03)