

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF WIC PROGRAM SERVICES**



WIC VENDOR AGREEMENT

IDENTIFICATION OF CONTRACTING PARTIES: This Vendor Agreement (Agreement) is entered into consistent with the terms and representations provided in the Vendor's application the Vendor submitted to the Department requesting participation in the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) (Program). The Agreement is therefore, under those conditions, executed by and between:

The State of Florida Department of Health
Bureau of WIC Program Services (Department)
BIN #A-16, 4052 Bald Cypress Way, Tallahassee, Florida 32399-1726

and

WIC VENDOR AGREEMENT

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1.01 POTENTIAL WIC VENDOR IS ENCOURAGED TO SEEK LEGAL COUNSEL

The WIC Vendor Agreement is a legal binding Agreement between the Vendor and the Florida Department of Health (Department). Entering into this Agreement may affect the Vendor's rights and responsibilities under Florida law. It is therefore most likely that the Vendor will have individual legal concerns that are best addressed by an attorney representing that Vendor's interests.

The Department is not permitted to provide legal advice regarding this Agreement. The Department is only permitted to explain the various terms, conditions and functions of the requirements within the Agreement. The Department may not advise the Vendor as to the Vendor's rights under the Agreement's provisions. Any representation either implied or stated by any party, or any agent of the Department in this regard to the contrary shall have no effect and shall not be relied upon regarding this Agreement.

Each Vendor is therefore strongly encouraged to seek legal advice from an attorney licensed in the State of Florida before entering into this Agreement. The Department respects the Vendor's right to seek proper legal counsel. The Department will certainly discuss the provisions of the proposed contract with a properly licensed attorney representing the Vendor and answer any questions or concerns without affecting the Vendor's opportunity in the Program whatsoever.

Pursuant to 7 CFR §246.12(h)(1)(ii)(2), the terms of this Agreement are applied uniformly throughout the state and therefore are not subject to negotiation. Therefore, any communication with the Vendor's legal representative shall be for the sole purpose of providing information regarding the legal implications of the Agreement's terms and conditions.

1.02 QUESTIONS AND ANSWERS

All questions must be directed to:

Florida Department of Health
Bureau of WIC Program Services
BIN #A-16, 4052 Bald Cypress Way,
Tallahassee, Florida 32399-1726
1-800-342-3556 or (850) 245-4202

1.03 RECITALS

- I. The United States Secretary of Agriculture is required to administer the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) (Program) pursuant to Section 17 of the Child Nutrition Act of 1966, as amended. The purpose of the Program is to provide supplemental foods and nutrition education at no cost to eligible persons. The Program serves as an adjunct to good health care during critical times of growth and development, to prevent the occurrence of health problems and improve the health status of program participants.
- II. The Florida Department of Health, Bureau of WIC Program Services (Department) is authorized to administer the Program in the State of Florida. The Department is required to design, establish and administer a uniform retail food delivery system supporting the requirements of the WIC Program throughout the State of Florida consistent with all governing federal and state laws, rules, and regulations. The purpose of the uniform system is to ensure adequate participant access to supplemental foods at the most competitive prices available in the market.
- III. The designed food delivery system permits adult participants, and parents or caretakers of infant and child participants to obtain authorized supplemental foods by submitting a WIC EBT Card to an authorized WIC Vendor. The Department issues WIC EBT card accounts to authorized participants to permit the purchase of specific WIC food items. The participant accesses the WIC EBT account to permit payment for WIC approved food items at retail stores authorized to participate in the WIC Program.
- IV. WIC EBT transactions are completed in a specific fashion with required information. The Vendor shall accept WIC EBT in payment for authorized quantities of WIC food items. The Vendor's retail account is credited with funds based on properly completed. WIC EBT transactions.
- V. The Department authorizes an appropriate number and distribution of Vendors in order to meet the Program's objectives. The Vendor has applied for participation in the Program as an authorized WIC Vendor. The Department has approved the Vendor based upon selection criteria, the Vendor's geographic location, availability to the WIC participant population, and competitive prices (regular price and not "sale price") within a designated Vendor peer group.

- VI. The Department is required to ensure Vendors: comply with applicable competitive price requirements within their respective peer group; detect questionable WIC EBT transactions; prevent overcharges; and do not engage in other violations or errors in the program. Vendors are required to know and understand the requirements for properly transacting and submitting WIC EBT for redemption. Therefore, Vendor redemptions shall be subject to continual evaluation for Program compliance errors and violations. The Department may delay or deny payment, require repayment, and impose sanctions regarding WIC EBT transactions and redemptions consistent with the requirements of this Agreement and federal and state law and regulation.
- VII. This Agreement memorializes the requirements for successful participation in the Program which serves the needs of authorized WIC participants. It articulates the responsibilities of each party in achieving the stated Program goals, Vendor surveillance, Vendor sanctions, and conditions under which the Agreement may or shall be terminated.
- VIII. The Vendor, in accepting the terms of this Agreement, agrees to support the objectives of the WIC Program and participate in the delivery of the WIC-authorized foods at the lowest possible competitive price for the benefit of all individuals authorized to participate in the Program. Therefore, once approved, the WIC Vendor is required to maintain its qualifications and meet all federal and state Program requirements in order to maintain this Agreement in force for its entire term.

A. **THE PARTIES AGREE:**

1. TO ESTABLISH AN AGREEMENT.

a. In exchange for the privilege and benefit of participating in the WIC Program, the Vendor hereby agrees to the terms of the Agreement.

b. In exchange for the food benefits received by authorized WIC participants and the Vendor's participation in the Program, the Department agrees to the terms of the Agreement.

2. COMPOSITION OF AGREEMENT.

The entire Agreement document shall be composed of:

a. The above stated provision encouraging the Vendor to seek legal counsel, the mandatory reference for questions, and the recitals, which are incorporated herein by reference;

b. This Agreement;

c. Attachment 1, Governing Definitions, and Attachment 2, WIC Program Violations, attached to this Agreement which are incorporated herein by reference;

d. Attachment 3, Applicable Statement of Approved Multiple Physical Addresses, attached to this Agreement which is incorporated herein by reference pursuant to the terms of the Agreement; and

e. Any amendments accepted pursuant to the terms of the Agreement.

3. EFFECT OF AGREEMENT.

a. The Vendor's participation in the Program is a privilege extended to the Vendor by the Department based upon selection criteria, the Vendor's geographic location, availability to the WIC participant population, and competitive Maximum Allowable Reimbursement Level (MARL) prices (regular price and not "sale price") within a designated Vendor peer group;

b. The Vendor acknowledges that portions of the Vendor selection criteria are confidential pursuant to Program regulation and accepts such determination consistent with the terms of this Agreement without reservation;

c. The Agreement does not constitute a license or property interest and therefore does not confer any such rights or privileges;

d. This Agreement:

(1) Shall encumber a Vendor:

(2) At that Vendor's single fixed physical address; or

(a) At multiple Vendor locations at stated fixed physical addresses. Such addresses shall be stated in Attachment 3 to this Agreement and shall therefore be incorporated herein by reference into the Agreement consistent with the terms of the Agreement by reference to this section.

(3) May be amended from time to time, in those instances where multiple stated physical addresses are permitted, with additions and deletions of physical address locations, subject to the requirements of the Agreement, without affecting those locations remaining in the Agreement.

4. PERIOD OF THE AGREEMENT.

The Agreement becomes effective upon signature by the Department and shall expire unless otherwise terminated pursuant to the terms of the Agreement on **June 30, 2018**.

5. VENDOR AGREEMENT PERIOD AND EXTENSION.

a. This Agreement shall expire; on the date specified in this Agreement unless:

(1) The Agreement is terminated earlier for cause; or

(2) The Agreement is terminated without cause by either party upon 30 days advanced written notice; or

(3) The Department provides written notification, subject to the terms of the Agreement, that the Agreement shall be extended for administrative convenience; or

(4) The Department provides written notification that the Agreement shall be extended until such time as pending administrative action has been completed.

b. The Department may extend the Agreement for the purpose of completing any administrative proceedings regarding any Program violation that is alleged to have occurred during the term of the Agreement.

c. The Vendor may not voluntarily withdraw from the contract for the purpose of avoiding a sanction for breach of the Agreement once the Vendor has received written notification that the Department has proposed to disqualify the Vendor or take other administrative action regarding the Vendor's participation in the Program.

d. Neither party is obligated to sign a new Agreement after the expiration date of this Agreement. The Vendor is obligated to comply with stated terms that survive the period of the agreement and agrees compliance with those terms is a precondition to future participation as a WIC Vendor.

6. CONFIDENTIALITY AND TRADE SECRET.

a. Participant Information.

(1) Any information about a WIC participant, whether obtained from the participant or another source, that identifies a WIC participant individually or anyone authorized to act on behalf of the participant is confidential regardless of its original source and exclusive of previously applicable confidentiality provided under Federal or State law.

(2) Such information shall not be made available to the public or to any person who does not have a direct relationship to the administration or enforcement of the WIC Program.

(3) The use and disclosure of confidential participant information is restricted to persons directly connected with the administration, delivery or enforcement of the WIC Program, the Department and those the Vendor designates as having a need to know for Program operation and payment purposes.

b. Vendor Information.

(1) Vendor information obtained from any source that individually identifies the Vendor is considered confidential except for name, address, telephone number, web site/e-mail address, store type, and authorization status.

(2) Except as otherwise provided in 7 CFR §246.26, such information shall be restricted from disclosure to the public and may only be provided to persons directly connected with or with direct relationship to the administration or enforcement of the WIC Program.

(3) As a condition of voluntarily participating as a WIC Vendor, pursuant to 7 CFR §246.26(e)(3), the Vendor and Department hereby agree that Vendor data (other than redemption data that is considered a trade secret) shall be made available to other Vendors participating in WIC consistent with the requirements of 7 CFR §246.26. The Vendor information shall be provided to Vendors that are subject to an adverse action to the extent that the Vendor information concerns the Vendor subject to the adverse action and is related to that adverse action.

(4) In executing this WIC Vendor Agreement the Vendor and Department hereby declare WIC Vendor redemption data that specifically identifies redemptions combined with the vendor's single

identifying data is here by declared and shall be maintained as a trade secret pursuant to Sections 381.83; and 812.081(1)(c), Florida Statute. This trade secret information is considered to be: secret; of value; for use or in use by WIC Vendors; an advantage to the WIC Vendor; and provides an opportunity to obtain an advantage over those who do not know or use such WIC records. Compilations of WIC redemptions, competitive analysis or pricing information incorporating more than one vendor's data and masking its source are not included in this declaration or definition.

7. WIC AND SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) RELATIONSHIP.

a. The WIC Program and the Supplemental Nutrition Assistance Program (SNAP), formally known as the Food Stamp Program, are federally funded programs governed by rules, policies and procedures issued by the U.S. Department of Agriculture, Food and Nutrition Service.

b. A Vendor's disqualification from the WIC Program may result in the Vendor's disqualification from SNAP and may not be subject to administrative or judicial review.

c. A Vendor permanently disqualified from the SNAP will be permanently disqualified from the WIC Program and its Agreement with the Department shall be terminated.

8. BREACH OF AGREEMENT.

The Agreement shall be considered breached upon the Vendor's:

a. Commission of a WIC Program violation as described in Attachment 2 to this Agreement; or

b. Failure to fulfill the terms of the Agreement; or

c. Failure to comply with applicable federal or state laws or Program regulations.

9. NOTICE OF SANCTION FOR BREACH OF AGREEMENT

a. Notice of Sanction for Breach of Agreement

(1) The Notice of Sanction for Breach of this Agreement shall be in writing and provided to the Vendor by registered return receipt mail to the Vendor's last self-reported mailing address.

(2) The Vendor shall be considered to have received the Notice of Sanction for Breach upon receipt of the delivered notice or five days after the Department has mailed the Notice to the Vendor's last self-reported mailing address.

b. Content of Notice of Sanction. The Notice shall state:

(1) What condition or conditions the Vendor has failed to fulfill regarding the terms of the Agreement or federal or state laws or Program regulations;

(2) The sanction assessed under the Agreement;

(3) That the Vendor has a right to appeal disqualification or other adverse actions consistent with the terms of this Agreement; and

c. Sanction for breach shall apply upon the following events:

(1) The end of the period after the Department has formally identified a breach and notified the Vendor of the Department's decision to sanction the Vendor and the Vendor's right to appeal that decision has expired without such appeal; or

(2) An Administrative Hearing Officer's finding that the Vendor violated the terms and conditions of this Agreement or federal or state regulation, rules policies or procedures; or

(3) The final determination of an appellate court regarding an Administrative Review Official's finding, imposition of sanction and/or termination of the Agreement.

d. Exception to Notice of Breach. Pursuant to 7 CFR §246.12(1)(3) and §246.18(a)(1)(iii)(F) a warning for an initial violation of Program requirements shall not be given to the Vendor in the following on-going investigation(s) and is not subject to administrative review.

(1) WIC inventory audit;

(2) WIC disqualification or civil money penalty based on a Food Stamp Program violation; or

(3) Covert investigation, compliance buy and similar action by WIC or another agency.

10. SANCTIONS FOR PROGRAM ABUSE.

a. Agreement termination. The Agreement may be terminated for the Vendor's violation of the terms of this Agreement or commission of a violation identified in Attachment 2 to this Agreement or a violation of federal or state laws or Program regulations.

b. Disqualification.

(1) After the Department has completed its evidence collection, the Vendor shall be notified of the Department's intent to disqualify the Vendor from participation in the Program for a stated period of time allowed under the current federal regulations (7 CFR Part 246) and this Agreement and terminate the Agreement with the Vendor.

(2) This Agreement shall be terminated upon the Vendor's disqualification from the WIC Program.

(3) Vendors who are disqualified may apply for re-authorization as permitted by Program regulation and must meet all then current requirements for authorization for participation in the Program to be considered for re-authorization. Approval of all applications shall be subject to Program requirements and needs at the time of application.

c. Grounds for Disqualification. Vendors shall be disqualified and the Agreement terminated as a result of violations specified in Attachment 2 to this Agreement and in 7 CFR § 246 that include but are not limited to the list shown at Attachment 2 to this Agreement.

e. A civil money penalty shall be imposed in lieu of disqualification and termination upon the Department's determination that:

(1) The Vendor disqualification would result in inadequate participant access, such access being lack of other WIC Vendors located within five miles of the subject Vendor;

(2) The Department's determination that the penalty has been correctly calculated pursuant to the formula established in 7 CFR §246;

(3) If the assessment is a second civil money penalty the Department shall double the original penalty; and

(4) Such penalty is not assessed in lieu of disqualification for the third or subsequent sanction.

11. PAYMENT OF CIVIL MONEY PENALTY

a. The payment of the civil money penalty may be in installments upon the Department's approval.

b. Failure to pay a civil money penalty in full will result in the Vendor's disqualification from the program and termination of the Vendor's Agreement.

12. TERMINATION AND NOTICE

a. The Agreement shall terminate upon the date of expiration unless the Department takes additional actions described in this Agreement. Prior to automatic termination, the Agreement may be terminated upon written notice for:

(1) The convenience of either party, with 30 days written advance notice to the other party, prior to the expiration date specified in this Agreement, provided the Department has not extended the Agreement for administrative action;

(2) The Department's determination that the Vendor provided false or incomplete information in its application for Program authorization or at any time during authorization of the Vendor;

(3) The sale or change of ownership of the Vendor's store or business;

(4) Determination that a conflict of interest exists between the Vendor and the WIC Program at either the state or the local level;

(5) The Vendor's failure to comply with the terms of this Agreement which shall result in the Vendor's disqualification as a WIC Vendor; or

(6) Disqualification.

b. Notice of Termination

(1) The Notice of Termination of this Agreement shall be in writing and provided to the Vendor by registered return receipt mail to the Vendor's last self-reported mailing address.

(2) The Vendor shall be considered to have received the Notice of Termination upon receipt of the delivered notice or five days after the Department has mailed the Notice to the Vendor's last self-reported mailing address.

c. Content of Notice of Termination. The Notice shall state:

(1) What condition or conditions the Vendor has failed to fulfill regarding the terms of the Agreement or federal or state laws or Program regulations;

(2) The Vendor is notified of the Department's intention to terminate the Vendor Agreement and may also include a statement of its intention to seek sanctions for a breach of the Agreement in addition to termination;

(3) Any applicable right of administrative review regarding the Department's decision.

13. AUTHORITY TO IMPOSE SANCTION FOR BREACH OF AGREEMENT.

The following may institute sanctions for breach of Agreement:

a. The Department may sanction the Vendor for breach of the terms of the Agreement or a violation of federal or state laws or Program regulations may result in:

(1) Termination of the Agreement and a stated period of disqualification; or

(2) A civil money penalty consistent with the terms of the Agreement.

b. An Administrative Review Official's determination of a sanction or that the Vendor has breached the terms of the Agreement or violated federal or state laws or Program regulations; or

c. The final determination of an appellate court regarding an Administrative Review Official's finding, imposition of sanction and/or termination of the Agreement.

14. CLAIMS ASSESSED AGAINST VENDORS.

a. When it is determined the Vendor has committed a Vendor violation that affects the WIC payment to the Vendor or the Department identifies errors in the Vendor's redemptions submitted for payment, in addition to any other authorized penalty or sanction, the Department shall delay payment or establish a claim against the Vendor. Such claims shall be for:

(1) Overcharges on EBT transactions;

(2) Charging the Program for food not received by a participant;

- card account;
- investigation;
- account;
- channels (laundering); or
- (3) Allowing the purchase of ineligible foods or substitutions for foods on an EBT
 - (4) EBT transaction or redemption violations occurring during a Vendor compliance
 - (5) An administrative finding of trafficking/illegal sales of EBT Cards or card
 - (6) Receiving, transacting, and/or redeeming EBT cards outside of authorized
 - (7) Failure to provide valid supplier invoices proving sufficient inventory was available on the Vendor's sales shelf that support the amount claimed in EBT redemptions the Vendor has submitted for payment to the Department.

b. The Vendor shall be provided an opportunity to justify or correct a Vendor overcharge or other error. Should the Department not approve the justification or correction, the Vendor shall repay the claim assessed. Such claims are not subject to administrative review.

c. Recoupment of payments in excess of the Vendor's peer group competitive MARL price shall be accomplished during the following month and repaid as a condition of this contract. Such claim is not subject to administrative review.

d. Claims for repayment may be collected by:

- (1) Written request for repayment to the Vendor specifying repayment; or
- (2) Offsetting the claim or recoupment against current and subsequent amounts to be paid to the Vendor; or
- (3) Assignment to a debt collection service if not paid within thirty days of the demand date.

15. SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) CIVIL MONEY PENALTY.

a. The WIC Program:

- (1) May disqualify a Vendor that has been assessed a civil money penalty in lieu of other penalty in SNAP because of a hardship; or
- (2) Shall assess a civil money penalty consistent with 7 CFR §246 when the WIC Program determines disqualifying a specific Vendor would result in inadequate participation access.

b. The length of any disqualification assigned shall correspond to the period for which the Vendor would otherwise have been disqualified in SNAP.

16. DEPARTMENT AUTHORITY TO SEEK OTHER ACTIONS AT LAW.

a. The WIC Program sanctions for Vendor violations shall not be construed as excluding or replacing any criminal or civil sanctions or other remedies that may be applicable under any federal or state statute or local ordinance or this contract;

b. WIC Program sanctions do not limit or replace the authority of the USDA, Comptroller General, or Department to seek damages, or civil or criminal action;

c. Nothing in this Agreement precludes the Department from obtaining damages as well as any other remedy authorized by law as a result of the Vendor's breach of this Agreement.

17. PROSECUTION FOR FRAUD OR ABUSE.

a. A Vendor who commits a Program violation may be prosecuted under applicable federal, state or local laws.

b. Under the Child Nutrition Act of 1966, as amended, and WIC Program regulations, those who have willfully misapplied, stolen, or fraudulently obtained WIC funds shall be subject to a fine of not more than \$25,000 or imprisonment of 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.

c. Vendors convicted of a pattern of trafficking/illegal food sales or selling firearms, ammunition, explosives or controlled substances in exchange for WIC EBT cards shall be permanently disqualified from the WIC Program.

(1) The Vendors shall not receive any compensation for revenue lost as a result of such violation; and

(2) The WIC Program may, though it is not required to, impose a civil money penalty in lieu of disqualification if it determines in its sole discretion:

(a) Disqualification of the Vendor would result in inadequate participant access; or

(b) The Vendor had, at the time of the violation, an effective policy and program in effect to prevent trafficking; and the ownership of the Vendor was not aware of, did not approve of, and was not involved in the conduct of the violation.

18. PROGRAM APPLICATION.

a. A Vendor application shall be required for participation in the WIC Program from:

(1) A new owner of the Vendor's business who wishes to participate as a WIC Vendor;

(2) A Vendor who is disqualified after the Vendor's period of disqualification has expired;

(3) A current WIC Vendor in good standing wishing to continue as a WIC Vendor after expiration of its current Agreement.

b. WIC Vendor application

(1) The Department's Vendor selection criteria and Vendor limiting criteria in effect at the time of application or re-application shall apply to:

(a) A new Vendor's application; or

(b) A Vendor's re-application after a period of disqualification; or

(c) A current WIC Vendor in good standing wishing to continue as a WIC Vendor after expiration of its current Agreement.

(2) A new applicant Vendor is prohibited from accepting WIC EBT transactions during the application process.

19. VENDOR SELECTION CRITERIA.

a. Throughout the Agreement period the Vendor shall continue to comply with:

(1) The selection criteria used during the Vendor's successful selection;

(2) Changes to the selection criteria adopted during the term of the Agreement; and

(4) The requirement to maintain competitive prices within the Vendor's peer group and as applies under approved cost containment criterion.

b. The Department may assess the Vendor's compliance with then current Vendor selection criteria and current updated peer group prices at any time during the Agreement period;

c. The Department may terminate the Agreement if the Vendor fails to meet the then current Vendor selection criteria or current updated peer group prices.

B. THE DEPARTMENT AGREES TO:

1. PROVIDE VENDOR TRAINING AND INSTRUCTION. The Department shall provide training and instruction to each Vendor:

a. Prior to or at the time of the first Agreement between the Vendor and Department;

b. Annually to at least one representative of the Vendor, as specified by the Department.

Training shall be:

(1) On a date, time and location designated at the Department's sole discretion; and

(2) On at least one alternative date also designated at the Department's discretion;

c. During scheduled and no-notice Vendor compliance reviews that Program representatives shall conduct from time to time throughout the term of the Agreement;

d. In periodic Vendor newsletter updates reporting program changes, outlining Program requirements, or emphasizing key Program components;

e. Upon a Vendor's request, at a mutually convenient time, to provide individual or facility training on designated portions of the Program that may include but are not limited to Program rules, WIC EBT transaction and payment procedures, and inventory requirements.

2. PROVIDE PROGRAM MATERIALS.

The Department shall provide the Vendor materials to include:

a. The Vendor Handbook. The handbook shall contain Program procedures, requirements, and policies the Vendor is required to enforce while participating in the Program. The Vendor may receive a copy of the Handbook:

(1) Annually; or

(2) From the Department's web site: www.FloridaWIC.org.

b. Mandatory Minimum Inventory form listing inventory requirements;

c. A list of WIC-authorized foods;

d. Door stickers to identify the store as an authorized WIC Vendor;

e. Upon request, shelf stickers for the Vendor to identify WIC-authorized foods;

3. PROCESS VALID VENDOR SUBMITTED EBT TRANSACTIONS FOR PAYMENT.

The Department shall pay all valid WIC EBT transactions properly submitted for redemption. WIC EBT transactions may be deemed invalid for payment or, if paid, future payments may be offset for any of the following reasons:

a. The Vendor does not successfully submit the WIC EBT claim to the Department WIC EBT processing system as required;

b. The WIC EBT transactions appears to be forged, altered or falsified;

c. The Vendor accepted the transaction while disqualified or terminated from the WIC Program or did not have a fully executed/valid WIC Agreement at the time of the transaction;

d. The Vendor's redemption exceeded the Vendor's peer group MARL average by 20 percent or more;

e. Unauthorized foods or unauthorized brands and/or unauthorized quantities of foods have been issued;

f. The price of the food item within a transaction exceeds the UPC MARL for that food item and quantity, or exceeds the store's customary selling price for the food issued;

g. The transaction includes UPCs/dollar amounts for foods not received by the WIC participant.

4. PROCESS DEMAND FOR REPAYMENT.

a. The Department may demand repayment from the Vendor consistent with the terms of this Agreement.

b. The Department may demand repayment for amounts previously paid by the Department for vendor redemption requests that exceed the Vendor's peer group MARL requirements or were transacted by participants which do not meet Program requirements.

5. DETERMINE SERVICE MARK USE IN WIC VENDOR FACILITIES.

a. The Department shall provide a written determination regarding the Vendor's proposed use of a WIC service mark or any indication of the WIC service mark in brand identification channel strips or shelf talkers containing such product information.

b. The Department shall provide its determination within 30 days of receipt of a complete Vendor request that shall include a detailed example and description of intended use.

C. THE VENDOR AGREES TO:

1. COMPLY WITH PROGRAM REQUIREMENTS AND THIS AGREEMENT.

The Vendor shall comply with all Program requirements stated in federal and state law, regulation, policy, and this Agreement. The Vendor shall:

a. Comply with the terms of this Agreement, the Florida WIC Vendor Handbook, the Department specified Mandatory Minimum Inventory Requirements, federal and state WIC Program rules, administrative rules, regulations, policies and applicable law. Comply with any changes in these requirements during the term of this Agreement;

b. Comply with the provisions of Title VI and VII of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, and Title III of the Americans with Disabilities Act of 1992;

c. Ensure that no person providing services for the Vendor shall discriminate against any WIC participant on the basis of race, color, national origin, sex, age or disability;

d. Ensure one or more Vendor representative(s), specified by the Department, participate in training. Train all cashiers and facility staff on program rules and requirements.

e. Accept full responsibility for any intentional or unintentional action of any owners, officers, agents, managers, and employees (with or without the knowledge of management) that violates the Vendor Agreement or federal or state statutes, regulations, policies or procedures governing the WIC Program;

f. Provide WIC participants:

(1) The same courtesies as offered to other Vendor customers including, but not limited to, use of customer cards, manufacturer and store promotions and specials and shall not differentiate between WIC and other customers in sales or redemption procedures. Do not limit check-out services for WIC participants or prevent WIC participants from making WIC purchases using the same check-out stations offered to other vendor customers.

(2) At the time of purchase, an itemized receipt for all items purchased with WIC EBT.

(3) Maintain a selling price to cost ratio or “mark-up” for authorized WIC foods that is unchanged by the fact that these foods are authorized for the WIC Program.

(4) Sell all WIC foods at competitive prices consistent with those of the Vendor’s peer group at all times during the term of this Agreement;

g. Declare and provide the store brand or least expensive of designated food:

(1) Declare in writing the vendor’s store brand or least expensive brand (LEB) of specified WIC food items on a schedule specified by the Department in writing or by using the web based form the Department has created and published for that purpose.

(2) Ensure that the LEB items declared are the store brand or least expensive in each category of food declared in the vendor’s facility. Complete any changes in the LEB required by changes in the vendor inventory offering or required by the Department,

(3) Provide only the store brand or least expensive brands of foods available at least 85% of all purchases at the time of purchase;

h. Mark the current shelf prices of all WIC foods clearly on the food items or have the prices posted on the appropriate store shelf holding the WIC food item at all times;

i. Operate a single, fixed store that is open to the public a minimum of forty hours a week; for Fresh Whole Markets shall be open to the public a minimum 5 days a week, for at least 6 hours a day;

j. Participate and cooperate in all Vendor Compliance Reviews and similar evaluations, to include production of all documents required by the individual conducting that review. The Vendor shall not obstruct or impede the Department in the full completion of its compliance review responsibilities;

k. Submit an accurately completed WIC food price list to the Department upon written request;

l. Submit accurate WIC food price updates for all foods the Vendor offers for WIC purchase to the Department’s WIC Vendor web site portal upon the Department’s request;

m. Notify the Department of attempted or actual misuse of WIC Program foods or WIC EBT cards;

n. Promptly pay all sanction demands determined either by the Department or upon determination pursuant to a hearing consistent with the provisions of this Agreement, 7 CFR §246 and Chapter 120, Florida Statutes.

o. Provide and maintain a current mailing and e-mail address with the department for purposes of providing updates and program information. Update the store's mailing and e-mail address within 5 days of any change to the department in writing.

p. Maintain monthly redemption in the amount of \$1,500 or more each month. The vendor's agreement may be terminated if the vendor fails to maintain at least \$1,500 in redemptions for and three consecutive months.

2. ADDITIONAL WIC EBT PROCESSING RESPONSIBILITIES.

The Vendor hereby agrees to:

a. Maintain a Florida EBT provider certified in-store WIC EBT system in a manner necessary to ensure system availability for WIC redemption processing during all hours the store is open.

b. Ensure the certified in-lane EBT redemption process allows a reasonable degree of security for protecting the Personal Identification Number (PIN) used by the WIC participant. Only the WIC participant may enter the PIN to initiate the transaction. The Vendor must not enter the PIN for the WIC participant.

c. Request the Florida EBT provider re-certify its in-store system if the Vendor alters/revises the system in any manner that impacts the WIC EBT redemption/claims processing system after initial certification is completed.

(1) The Vendor hereby acknowledges that if the WIC EBT system is reconfigured or modified by the Vendor and/or other parties in such a way that the WIC in-store system no longer exhibits the required system accuracy, integrity, or performance required and under which requirements the WIC in-store system was certified, the state will not accept a redemption.

(2) The Vendor is liable for the costs of all recertification events needed to return the WIC EBT system for all outlets covered by this agreement to full compliance with the Department's system requirements. Failure to seek re-certification when the Vendor's system is altered/revised shall subject the Vendor to the financial liabilities for all transactions processed.

d. Require a responsible Vendor representative accept training on WIC EBT procedures. The Vendor shall ensure all cashiers and staff are fully trained on WIC EBT requirements, including training in the proper acceptance and processing of WIC EBT transactions.

e. Require the WIC participant accept/approve the WIC transaction. Ensure Vendor personnel do not accept/approve any WIC transactions for WIC participants under any circumstances.

- f. Release food benefits to WIC participants any time the WIC EBT card is decremented even if the system fails to build a claim.
- g. Issue the traditionally least expensive brands (LEB) or LEB house brand of WIC approve milk, cheese, eggs, frozen and refrigerated juice.
- h. Scan or manually enter UPC codes only from WIC authorized items being redeemed and never scan codes from UPC codebooks or reference sheets.
- i. Return any WIC EBT card found in the Vendor facility and unclaimed for 24 hours to the Department.
- j. Connect the Vendor's in-store system for each outlet covered by the Vendor Agreement to the State's WIC EBT system at least once each 48 hour period to permit claim submission; download error and report files; reconciliation files; and the WIC Authorized Product UPC/PLU list.
- k. Accept financial liability for EBT benefit redemptions resulting from terminated cards if the Vendor has not connected to the WIC EBT system within a contiguous 48 hour period and updated appropriate files.
- l. Comply with State policies for creating and updating the in-store UPC category/subcategory table of WIC authorized foods. The Vendor acknowledges that failure to comply with this requirement shall result in the Vendor's financial liability for WIC sales transactions involving invalid or unauthorized UPC codes.
- m. Prior to execution of this Agreement, obtain and sign the EBT processor provider and any associated agreements. Retain such agreements in force throughout the period of this Agreement as a condition of participation as a WIC Vendor.

3. REQUIRED CAPABILITY OF VENDOR OBTAINED EBT CARD ACCEPTER DEVICE (CAD).

The Vendor is permitted to obtain EBT readers to support the WIC EBT transactions within its facility. The Vendor agrees that such Vendor obtained EBT readers intended to support WIC must meet all WIC EBT and Florida EBT provider requirements. The Vendor agrees:

- a. To purchase WIC EBT card terminals that are capable of properly reading WIC EBT card transactions.
- b. That the WIC EBT terminal will be supported by integrated software that is fully capable of supporting WIC in-line transactions. The Vendor further acknowledges that the Vendor's point-of-sale system must meet state certification requirements, including interoperability and Florida EBT provider requirements, prior to being placed in operation to accept WIC EBT transactions.
- c. That the performance of maintenance, cost of maintenance, and cost of future replacement of terminals is the Vendor's sole responsibility.
- d. Equip all check-out lanes similarly and not limit check-out services for WIC participants or prevent WIC participants from using any of the check-out stations offered to other vendor customers.

4. OBLIGATION OF VENDOR, PRINCIPAL AND RESPONSIBLE INDIVIDUALS.

The Vendor hereby agrees that

a. The execution of this WIC Vendor Agreement shall subject the Vendor, its Principal and Responsible individuals to the administrative authority of the Department regarding the Vendor's responsibilities in the WIC Program. The Department shall be responsible to list each designated individual on any administrative action taken regarding this WIC Vendor Agreement.

b. The Department may disqualify the Vendor, the Vendor's Principal and Responsible individuals from participation in the Program consistent with the terms of the WIC Vendor Agreement and federal rules and policies governing the WIC Program.

c. The Vendor nor any of its associated disqualified Principal or Responsible individuals shall participate in the WIC Program in the capacity of a Principal or Responsible individual or owner for the duration of any assessed disqualification from this or any other State WIC Agency or FNS.

d. The Vendor and each of its Principal and Responsible individuals identified shall not engage in any conduct intended to circumvent a properly imposed WIC sanction.

e. It is expressly agreed, that as a condition of entering this Agreement, the obligation stated above of the Vendor, principal and responsible individuals survive the period of this agreement subsequent to the imposition of any WIC sanction.

5. PROVIDE MINIMUM INVENTORY OF WIC APPROVED ITEMS AT ALL TIMES.

The Vendor hereby agrees to fully support the objectives of the Program and ensure that all inventory, product quality and quantity requirements are met at all times on the facility's display shelves that are available to the public. The Vendor shall:

a. Provide fresh and wholesome products, in a sanitary environment, that are not expired, have not exceeded their "sell by," "best if used by," or other date limiting the sale or use of the food item in its freshest condition;

b. Maintain at all times the required minimum inventory of eligible food items in the customer sales areas of the store for purchase by WIC Program participants;

c. Purchase all WIC authorized food items (including infant formula) for sale to WIC Participants only from manufacturers, wholesalers, distributors, and retailers authorized for WIC requirements by the Department. The State Office provides this list on the State WIC internet website: www.FloridaWIC.org

6. PROCESS WIC FOOD TRANSACTIONS CONSISTENT WITH PROGRAM REQUIREMENTS.

The Vendor hereby agrees to timely and accurately process all WIC EBT transactions consistent with the Program's requirements. The Vendors shall:

a. Execute and maintain a current service agreement with the designated Florida WIC EBT provider. The Vendor shall notify the Department if that agreement is terminated and hereby agrees to the Vendor's immediate removal from participation in the Program on the date that agreement terminates.

b. For WIC EBT, scan and charge only the types, sizes, and quantities of food specified on the participant's WIC EBT account, and only deliver the types, sizes, and quantities of food specified on the participant's WIC EBT account.

c. Ensure that all product scans, that is, the scanning and entry of the UPC in to the redemption system, are completed or made directly from the product being sold. The vendor may not maintain a "scan book" or similar device and use the UPC labels in a book or other device in place of scanning the product UPC directly from the product being sold.

d. Charge:

- (1) WIC participants accurately for the WIC foods they present for purchase and receive;
- (2) No more than the posted shelf prices for these foods;
- (3) WIC participants the same price other customers of the Vendor would be charged for the identical foods.
- (4) The exact total price for the WIC foods actually provided the participant and for WIC EBT scan the appropriate food items to purchase WIC foods; and
- (5) The WIC program competitive MARL price consistent with the Vendor's peer group and region.

e. Confirming the identity of the authorized person by requiring the use of the individual personal identification number (PIN) to execute the EBT transaction; and

f. Refuse to accept WIC EBT Card from any person unable to demonstrate their authorization to use the WIC EBT Card.

g. WIC EBT. Accept WIC EBT only from authorized participants, or an authorized representative, co-caretaker or proxy:

- (1) Only upon delivery of the foods to the authorized participant; and
- (2) Within the store premises.

h. Provide an itemized receipt:

- (1) For each EBT transaction; and
- (2) That clearly identifies the item or items purchased and the individual price charged for each item listed; and
- (3) With the remaining balances of WIC items available.

7. NOT ENGAGE IN THE FOLLOWING PROHIBITED CONDUCT.

The Vendor shall not:

- a. Offer incentives specifically to use WIC EBT. Such prohibited incentives include but are not limited to raffles, free food or non-food items, grocery delivery, or customer transportation;
- b. Seek restitution from customers for WIC EBT transactions not paid or partially paid by the Department;
- c. Question WIC participants about Program operations or payment procedures;
- d. Charge sales tax on WIC food purchases;
- e. Charge WIC participants prices that are non-competitive with the Vendors peer group and region;
- f. Provide refunds for authorized supplemental foods obtained with WIC EBT redemptions;
- g. Engage in the sale, barter, exchange or laundering of WIC EBT cards offered from any source or individual;
- h. Permit WIC participants to exchange food items unless such exchange is for an identical WIC-authorized food item;
- i. Charge the WIC Program for any food items not received by a WIC Program participant.
- j. Require WIC participants or their authorized representatives to purchase all of the items prescribed on the EBT card;
- k. Deny WIC participants or their authorized representatives the prerogative of paying the difference with cash or another form of acceptable payment when the value of fruit and vegetable items selected exceed the value of the WIC EBT presented in an authorized WIC EBT transaction;
- l. Make or keep or permit anyone else to make or keep a record of a participant's name or WIC identification number after a WIC EBT transacted by or on behalf of a participant has been redeemed or payment has been denied by the WIC Program, without the Participant's approval;
- m. Provide unauthorized food items or substitution of unauthorized food items, non-food items, cash, credit, rain checks for later delivery of a food item, or credit for past accounts in exchange for WIC EBT transaction;
- n. Accept telephone orders for WIC purchases;
- o. Accept and hold WIC EBT cards in promise of providing foods at a future date or different location or any other purpose whatsoever;
- p. Permit the Vendor's current owners, officers, managers, agents, or employees (with or without the knowledge of management) to violate the Vendor Agreement or federal or state statutes, regulations, policies or procedures governing the Program.

q. Deny the purchase of a WIC-authorized food item of the type, size, and quantity authorized in a WIC EBT account and identified as an eligible food in a Florida WIC Program publication current at the time the WIC EBT Card is presented for transaction.

r. Hold or use a Participant EBT card and PIN within the vendor facility for any purpose whatsoever by the vendor, an employee or any agent of the vendor.

s. Scan UPC label information from any source other than directly from the product being sold to the WIC Participant. The vendor shall not scan product information from any reference materials for purposes of processing redemptions.

8. MAINTAIN INVENTORY AND PURCHASE RECORDS FOR WIC ITEMS.

The Vendor agrees to maintain and have available for audit, the following required Vendor program records. The Vendor agrees to retain these records for three years after December 31 of the year this Vendor Agreement expires or is terminated. The following Vendor program records shall be retained:

a. Vendor food inventory records used for federal tax reporting purposes; and

b. All original, itemized invoices suppliers provide the Vendor at the time of the purchase of WIC authorized food items for sale in the Vendor's facility. The original, itemized invoices must identify the date of the purchase and the type, quantity and price of specific WIC foods.

9. FACILITATE VENDOR WIC RECORD AND FACILITY REVIEW.

The Vendor shall maintain its facility and WIC associated records in such a manner to permit access and review as required. The Vendor shall:

a. Assure that all required WIC inventory records and purchase invoices the Vendor intends to use to support the receipt of WIC Program funds provided by the Department are available for inspection, audit, or copying at a reasonable time or place by the Department or other federal, state, or local personnel authorized by this Agreement, administrative rule or law. Provide copies of selected invoices to the WIC office upon request.;

b. Allow person(s) directly connected with or with direct relationship to the administration or enforcement of the WIC Program to monitor the store for compliance with WIC program requirements;

c. Facilitate access and allow Person(s) directly connected with or with direct relationship to the administration or enforcement of the WIC Program to audit the Vendor's inventory, any WIC EBT transactions that have not been processed, and Vendor program-related records at the time of the visit.

d. Acknowledge the result of any facility compliance review; audit; inventory and record audit with required signature of Vendor representative at the time of the review as required by person(s) directly connected with or with direct relationship to administration of the WIC Program.

e. Execute and provide a written release upon demand to permit the Department to obtain copies of wholesale Vendor invoices directly from the Vendor's designated suppliers. The Vendor hereby agrees that failure to provide such a release shall be grounds for disqualification from the WIC Program.

10. PROVIDE CORRECTIVE ACTION PLAN (CAP) UPON REQUEST.

a. The Vendor shall provide a CAP addressing an identified vendor violation, error or misconduct. The CAP shall describe the violation, error or misconduct and the vendor's planned actions and assurance of correction of the issue.

b. The Vendor's CAP must: identify the deficiency; describe the reason of issues that caused the deficiency; and describe the vendor's plan to ensure the deficiency does not recur.

c. The Vendor's actions in the CAP must resolve a violation and prevent its recurrence for a period of 12 months from the date of the CAP to remove the violation from consideration as a pattern for purposes of disqualification determination.

11. MAKE PAYMENT TO THE DEPARTMENT AS REQUIRED.

a. The Vendor shall make prompt and timely payment for all demands from the Department.

(1) For Recovery of Over Charges. The Vendor's periodic daily redemptions shall be subject to immediate recovery of all over charges identified. The State WIC Office shall notify the Vendor of such overcharges and resulting collection action.

(2) If the Vendor is presented with a request for repayment, the Vendor shall within 30 days of receiving the Department's notification of the requirement refund to the Department:

(a) Any payments that exceed the actual shelf price of WIC foods authorized for purchase;

(b) Any other payments made on improperly transacted WIC EBT transactions.

b. For repayment of redemptions in excess of competitive MARL price required under the WIC Vendor Agreement, the vendor agrees that recoupment may be accomplished during the following month as a condition of compliance with the terms of this Agreement.

12. PROVIDE CERTIFICATION AND APPROVAL TO ACCESS TAX RECORDS.

The Vendor hereby:

a. Agrees to provide copy of the state tax record, DR-15, Form DR 842; 843 or 844; and

b. By virtue of its execution of this WIC Vendor Agreement, the Vendor hereby grants the Florida Department of Revenue and the Department its full and unconditional release and permission and grants the Department authority to obtain copies of the Vendor's DR-15, Form DR 842; 843 or 844, records upon demand and presentation to the Florida Department of Revenue without further need or required release or approval. The Vendor agrees to execute any release that may be required to obtain this information from the Florida Department of Revenue upon the Department's request.

c. Upon review of the DR-15, Form DR 842; 843 or 844; and associated records, the Vendor who WIC has found has more than 50 percent of its total sales in WIC items hereby agrees that it will:

(1) Immediately convert to an above-50-percent store. If the Vendor chooses to convert that Vendor shall be subject to the above-50-percent cost containment requirements on the date it receives the Department's formal notification. Subsequent to receipt of notice of above-50-percent status, the Vendor shall be subject to repay any amounts paid to the Vendor that exceed the above-50-percent target amount for each UPC. Or

(2) Immediately withdraw from the Program. The Vendor in such instance agrees to stop submitting further redemptions that are accepted on the date following receipt of the Department notification. All redemptions dated on or prior to that time shall be processed and paid.

13. USE WIC SERVICE MARK ONLY AS AUTHORIZED

a. The Vendor shall not:

(1) Infringe on the WIC Service Marks (service marks) owned by the U.S. Department of Agriculture (USDA) through improper or impermissible use;

(2) Use the service marks in any manner on its goods, containers, packages or on tags or labels affixed thereto;

(3) Use the WIC logo in advertising or promotional literature in any manner;

(4) Use the WIC acronym in advertising or promotional materials in any manner that:

(a) Is likely to imply that the WIC Program or USDA endorses either the Vendor or its products;

(b) Is likely to cause confusion, mistake, or deception as to the affiliation, or connection of the Vendor to WIC; or

(c) Associates the Vendor with the WIC Program other than as a Vendor authorized to accept WIC EBT; or

(d) States or implies any WIC Program sponsorship or approval of the Vendor's goods, services, advertising, or commercial activities, including nutritional message(s), by the WIC Program, USDA, or the Florida WIC Program; or

(e) Uses the WIC acronym except to inform the public that the Vendor is WIC authorized. The proper display of the WIC disclaimer required in this Agreement must accompany all such advertising or promotional materials.

(5) Affix stickers or permit such stickers to be affixed on any foods offered for sale to the public containing a WIC service mark; or

(6) Use the WIC service marks, including any close or similar facsimiles thereof, in total or in part, either in the Vendor's official name or in the Vendor's fictitious doing business as name; or

(7) Place the term “WIC Program” in any advertisement, bill board, poster or store sign or designation; or

(8) Use the letters “W”, “I”, and “C” in that order next to one another in the Vendor’s name, or these letters in that order but not next to one another, with the letters made to stand out in some fashion, such as with a different color or size than other letters.

b. The Vendor shall:

(1) Submit any offering or proposal to use a WIC service mark or any indication of the WIC service mark in brand identification channel strips or shelf talkers containing such product information to the Department for approval at least 30 days prior to any intended date of use;

(2) Only use those signs, stickers or indicators that the Department has approved in advance and in writing either in a general statement of regulation or individually addressed authorization;

(3) Include the following properly displayed statement (disclaimer) when using the WIC acronym to inform the public that the Vendor is WIC authorized: “WIC is a registered service mark of the U.S. Department of Agriculture for USDA’s Special Supplemental Nutrition Program for Women, Infants and Children.”

(4) Comply in all respects with the Department’s written determination of appropriate use of the WIC service mark.

c. The Vendor may:

(1) Describe itself as a WIC-authorized food Vendor only;

(2) Place Florida WIC Program approved signs on the Vendor’s store stating only that the Vendor is a WIC-authorized Vendor.

14. PROVIDE WRITTEN NOTICE TO DEPARTMENT.

The Vendor shall provide the Department written notice:

a. If it intends to terminate the Agreement with 30 days written notice;

b. Requesting Department approval of a change in store location in writing at least 30 days in advance of such proposed change;

c. Providing the Department at least 30 days advance written notice of any change in Vendor ownership, management, or cessation of operation;

d. Of any changes in the operation of the store, including changes in customer business hours or temporary changes such as closure for health code violations or suspension of the sale of perishable products while new refrigeration is being installed.

D. GENERAL PROVISIONS TO WHICH BOTH PARTIES AGREE:

1. SURVIVAL OF COVENANTS, WARRANTIES, AND REPRESENTATIONS.

a. All representations, warranties, covenants, and agreements of each of the parties to this Agreement shall survive the consummation of the Agreement and shall not be affected by any investigation by or on behalf of the other party to this Agreement.

b. The Vendor agrees that for a period of three years commencing December 31 of the year this agreement is terminated for whatever reason:

(1) To retain all records and accounts required under the terms of this agreement; and

(2) To be subject to all requirements for restitution or repayment resulting from an audit or investigation of the Vendor's records and accounts.

2. NOTICES.

a. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally or five days after being sent to the appropriate entity shown in the Identification of Parties in the beginning of this Agreement.

b. The Vendor shall ensure that the Department is provided a written notice of any change in the Vendor's mailing address (when different than the store's physical address) within five days of the change in that address. The Vendor agrees to provide written notice of any change in the Vendor's electronic mail (email) address within five days of the change of that address.

c. The state WIC office may use electronic mail to transmit warning letters and notices in lieu of the U.S. mails. As a condition of this agreement the Vendor shall provide a current electronic mail address and ensure that address is reviewed regularly and kept current. The Vendor agrees that records sent to the email address provided shall be considered delivered five days after transmitted.

3. GOVERNING LAW AND VENUE.

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

b. Venue for any action arising from the terms of this Agreement or the application of state or federal law to any dispute between the parties shall be Leon County, Florida to the exclusion of all other courts and jurisdictions. Any action regarding this Agreement shall be brought to the Department for an administrative hearing that shall be conducted in Leon County, Florida to the exclusion of all other courts and jurisdictions. Any appeal of a Final Order shall be to the First District Court of Appeal, in Leon County, Florida to the exclusion of all other courts and jurisdictions.

4. ADMINISTRATIVE REVIEW AND HEARING.

a. Vendors who choose to seek an Administrative Review of an adverse ruling under the terms of this Agreement agree to submit a written request for an administrative review to the Department within 21 days of the date the Vendor is considered to have received notice of the adverse action.

b. Hearings shall be conducted pursuant to Sections 120.569, 120.57, 120.80(15), Florida Statutes and 7 CFR §§246.18(a)(3)(i) and 246.18(b).

c. The Department shall appoint an impartial Hearing Officer pursuant to Section 120.80(15), F.S. and 7 CFR §246.18(b)

d. The following actions shall not be subject to appeal pursuant to 7 CFR §246.18:

(1) The validity or appropriateness of Vendor limiting or selection criteria;

(2) The validity or appropriateness of Vendor peer group criteria and the criteria used to identify Vendors that are above-50-percent-vendors or comparable to above-50-percent-vendors;

(3) The validity or appropriateness of participant access criteria and participant access determinations;

(4) The Department's determination as to whether the Vendor had an effective policy and program in effect to prevent trafficking and that the ownership of the business was not aware of, did not approve of, and was not involved in the conduct of the violation;

(5) The expiration of a Vendor Agreement;

(6) Disputes regarding WIC EBT payment and claims (other than the opportunity to justify or correct an overcharge or other error);

(7) Disqualification from the Program as a result of disqualification from SNAP.

5. PARTIAL INVALIDITY.

Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

6. TITLES AND HEADINGS.

Titles and headings to articles, sections, or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to effect the interpretation or construction of the Agreement.

7. NONDISCRIMINATION.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at:

http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

8. NONASSIGNABILITY.

Neither this Agreement nor performance under this Agreement shall be assigned. The Department shall terminate this Agreement upon notification of change in ownership.

9. NON-WAIVER.

The Department's failure to enforce at any time any provision of this Agreement, Program policy or the provisions of 7 CFR §246 does not constitute a waiver of that provision of this Agreement or of any other provision of this Agreement, Program policy or the provisions of 7 CFR §246.

10. REMEDIES CUMULATIVE.

The remedies provided in this Agreement shall be cumulative, and the assertion by any party of any right or remedy shall not preclude the assertion by such party of any other rights or the seeking of any other remedies.

11. SUCCESSORS AND PARTIES IN INTEREST.

This Agreement shall be binding on and inure to the benefit of the parties to it and their successors, provided no assignment shall relieve the assigning party of its obligations under the Agreement.

12. CONFLICT BETWEEN THIS AGREEMENT AND FEDERAL PROGRAM REQUIREMENTS.

a. The terms of this agreement shall govern the conduct of the parties;

b. The definition of the words and phrases found in Attachment 1 to this Agreement shall govern its enforcement;

c. Any direct conflict between the terms of this Agreement and WIC Federal Program requirements stated in 7 CFR §246, associated Program regulation, policy or the USDA Approved State Plan, shall be resolved in favor of the current Federal Program requirement, associated Program regulation, policy or the USDA Approved State Plan for only those parts of this Agreement's requirements in direct conflict with Federal Program requirements, associated Program regulation, policy or the USDA Approved State Plan. All other provisions shall remain unchanged.

13. ENTIRE AGREEMENT; AMENDMENTS.

a. This Agreement constitutes the entire Agreement between the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the transactions contemplated.

b. The Agreement may be amended only by an amendment issued by the Department and accepted by the Vendor consistent with the terms of the Agreement.

***I/we have been advised to seek legal counsel before signing this document
I/we have read and agree to the statements and terms in this Agreement.***

By my signature, I/we warrant and affirm that I/we have read this entire Agreement, and that I/we understand and accept the requirements herein. I/we further agree to process WIC EBT transactions in accordance with the terms of this Agreement, state and federal WIC Program rules, regulations, policies and applicable law without exception. I/we agree to train all staff and cashiers in program rules and requirements and accept full responsibility for any intentional or unintentional violations of this agreement.

(Print) Store Name

(Print) Store Street Address

(Print) City County State Zip

(Print) Store Mailing Address

(Print) City County State Zip

(_____) _____
Store Telephone Number

(Print) Complete Name of Corporation, Partnership, Limited Partnership or Sole Proprietorship

(Print) Mailing Address of Owner

(Print) City County State Zip

Federal Employer Identification Number (FEID)

Authorized Signature

(Print) Name and Title of Authorized Representative

Date Signed

ATTEST: SWORN TO AND SUBSCRIBED before me in _____ County, Florida
this _____ day of _____, 20_____.

Notary Public

(Print, type or stamp Commissioned
Name of Notary Public)

(check one) Personally known _____ or
Produced identification _____.
My Commission Expires _____.

DO NOT WRITE BELOW THIS LINE – FOR DEPARTMENT USE ONLY

Grant of Participation, Agreement Execution, and Authority to Participate in the Florida WIC Program

The undersigned Department Representative is authorized to execute this Agreement with WIC Vendors. The Department agrees to the terms of the Agreement and grants the Vendor authority to participate as a Vendor in the WIC Program consistent with the terms of the Agreement.

Date: _____

(Print Name and Title)

GOVERNING DEFINITIONS

The following definitions shall apply to the terms used within the WIC Vendor Agreement. Should a direct conflict be found between those definitions in 7 CFR §246 and the WIC Vendor Agreement, only that portion of the definition found in 7 CFR §246 that is in conflict with this Agreement shall take precedence.

1. **Administrative determination** means a WIC Program determination of a violation of this Agreement or WIC Program requirements.
2. **Administrative conviction** means a finding by an Administrative Hearing Officer or reviewing court of competent jurisdiction that a program violation has occurred.
3. **Agreement termination** means the formal agreed to termination of the Agreement upon the date stated in the Agreement. Agreement termination does not affect those requirements of the Agreement which survive the Agreement such as the requirement to retain records for a period of three years after December 31 of the Vendor Agreement's expiration or termination.
4. **Authorized representative** is an adult participant, or a parent, or caretaker of a minor participant who represents the participant for WIC program services including the certification process and/or pick-up and/or transaction of WIC EBT cards. The term includes any person authorized to transact WIC EBT as part of a compliance investigation. The term does not include a proxy.
5. **Authorized supplemental food** means those types, sizes, and quantities of foods authorized on WIC EBT accounts and approved by the Department for issuance to a WIC participant on WIC EBT account.
6. **Bureau** means the Florida Department of Health Bureau of WIC Program Services.
7. **Card Acceptor Device (CAD)** means an electronic device normally located at a retail grocery facility through which the WIC EBT "debit" card is "swiped" in order to record the authorized account information against which WIC EBT transactions shall be posted.
8. **Co-Caretaker** means an individual identified by the authorized representative as sharing responsibility for the care, health and welfare of an infant/child. This individual may be the mother, father, wife of the father, husband of the mother, or grandparent of the infant/child participant, who shares primary caretaker responsibility for the infant/child. This definition does not include a baby-sitter unless such is also one of those individuals in the category listed above. Only one person may be designated as a co-caretaker at a time.
9. **Code of Federal Regulation (CFR)** means the federal rules published by the United States Government. In the context of this Agreement, this applies to those regulations the United States Department of Agriculture publishes regarding WIC under Title 7 of the CFR pursuant to the Special Supplemental Nutrition Program for Women, Infants and Children, Section 17 of the Child Nutrition Act of 1966, as amended. The WIC Program is specifically regulated in 7 CFR §§246, 3016, 3017, and 3019. These publications along with other appropriate authorized authorities are used in regulating the direction and management of the WIC Program within each state.
10. **Compliance investigation** means the evaluation of a Vendor's conformance to this Agreement's requirements and applicable local, state and federal requirements. Investigations include inventory audits and compliance buys.

- 11. Compliance buys** means the process of purchasing (covertly) WIC authorized food items from a Vendor and the assessment of that Vendor's processing of the purchase and claim for reimbursement.
- 12. Confidential** means the limitation of access to information, records, data or other similar information to certain individuals or entities.
- 13. Confidential information** means:
- a. Confidential Vendor information means any information about a Vendor (whether it is obtained from the Vendor or another source) that individually identifies the Vendor, except for Vendor's name, address, telephone number, web site/e-mail address, store type, and authorization status.
 - b. Confidential participant information means information regarding a WIC participant and their involvement with WIC. Such participation is carried out or information revealed with the expectation that anything done or revealed (regardless of whether by the individual or WIC activities) shall be kept private and disclosed only to those individuals who have a need to know the information for Program and enforcement purposes.
- 14. Conviction** means having been found guilty, with or without adjudication of guilt, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 15. Competitive Price** means a Vendor's price for each food item shall be competitive as long as the price of the item or where applicable its unit of measure times its package size is no greater than ten percent higher than the Vendor's peer group and region. Competitive prices for food items shall be determined using food market price data collected from WIC Vendor facilities and/or WIC Vendor redemptions. A Vendor's prices (except for Above-50-percent stores) will be regarded as non-competitive if the price for one or more items or its unit of measure times its package size exceeds the peer group average for its region by 10 percent or more.
- 16. Department** means the Florida Department of Health Bureau of WIC Program Services.
- 17. Discrimination (Unlawful).** The treatment or consideration of, or making a distinction in favor of or against, a person based on that person's race, color, national origin, sex, age, or disability.
- 18. Disqualification** means the act of ending the Program participation of an authorized food Vendor whether as a punitive sanction or for administrative reasons. Vendors are prevented from applying for participation in the Program during any period of disqualification as stated in this agreement or under State or Federal Program regulation.
- 19. Electronic Benefit Transfer (EBT)** means an electronic system that allows the Florida Department of Health Bureau of WIC Program Services to prescribe supplemental food items to authorized WIC participants using a magnetically encoded debit or payment card.
- 20. Food delivery system** means the method the Department uses to provide supplemental foods to WIC participants.
- 21. Identical food item** means the exact brand and size as the original WIC authorized food item a WIC participant originally obtained and returns to the Vendor for replacement.

- 22. Inventory audit** means the examination of food invoices or other proof of purchase to determine whether a Vendor has purchased sufficient quantities of supplemental foods to provide WIC participants the quantities specified on WIC EBT cards the Vendor redeemed during a given period of time.
- 23. Launder** means the act of transferring illegally obtained WIC EBT cards through individuals engaged in legitimate activities or accounts so that the illegal source of the laundered WIC EBT card accounts cannot be traced back to the source or sources engaged in the illegal possession of the WIC EBT card.
- 24. Mandatory minimum inventory requirements** means the least quantity of each of the required food items designated for the Program that must be maintained on the public sales shelf in the Vendor's facility whenever that facility is open for business to the public.
- 25. Maximum Allowable Reimbursement Level (MARL)** means the maximum price point the state shall reimburse the vendor for food items sold to participants. The State Agency may collect all charges above the MARL by withholding future redemptions until the excess charges have been collected. The MARL is computed using redemption records the vendors submit from authorized WIC locations as described in this contract and in the WIC State Plan.
- 26. Participant** means pregnant woman, breastfeeding woman, postpartum woman, infant or child who is receiving supplemental foods or WIC EBT card under the WIC Program, and the breastfed infant of a participating breastfeeding woman. A participant is also a person who transacts a WIC EBT card transactions as part of a compliance investigation.
- 27. Pattern** means more than two occurrence of the same or similar event or transaction or the same or similar conduct during two or more compliance buys, compliance visits, or incidences of violations of the Program requirements identified during an investigation, or routine monitoring visits, or EBT redemption reviews.
- 28. Person directly connected with or with direct relationship to the administration or enforcement of the WIC Program** means:
- a. Personnel from the USDA, the Comptroller General of the U.S., Florida Department of Health Bureau of WIC Program Services, local WIC agencies, and authorized local, state and federal law enforcement personnel;
 - b. Personnel under contract with the Department to perform tasks regarding the WIC Program;
 - c. Persons investigating or prosecuting WIC Program violations that have occurred under Federal, State or local law;
 - d. Persons charged with determining if WIC Program violations have occurred under Federal, State or local law;
 - e. Persons investigating or prosecuting Supplemental Nutrition Assistance Program (SNAP) violations under Federal, State or local law;
 - f. Vendor designated personnel who have a strict need to know participant information in order to perform their duties for the Vendor in delivering WIC Program services or seeking payment of WIC EBT card redemptions from the Department, e.g., store cashier, accountant, and WIC store owner;

g. Other persons designated in writing by the Department's Bureau of WIC Program Services granting them access to WIC data.

29. Peer Group system means a system of classification for authorized WIC Vendors. The Peer Group system places the Vendors into groups based on common characteristics or criteria that affect food prices. The Department places Vendors in Vendor peer groups for the purpose of applying appropriate competitive price criteria to Vendors and limiting payments for food to competitive levels for the benefit of WIC participants.

30. Price means that cost at which WIC authorized supplemental foods are offered to the public, exclusive of any temporary reduction in cost due to manufacturer and store promotions and specials. Examples of promotions and specials include: buy one, get one free; buy one, get one at reduced price; free ounces added by the manufacturer; manufacturer or store cents-off coupons; or use of store savings card or customer reward card.

31. Principal means any individual who holds a management position within or is an officer of a previously authorized WIC Vendor facility in this or any other state, including all members of the WIC Vendor facility board of directors.

32. Program means the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) authorized by Section 17 of the Child Nutrition Act of 1966, as amended.

33. Program requirements means those procedures, standards, conventions, rules, regulations, policy, guidance and instructions published by federal, state and local authorities directly or indirectly applicable to the Vendor and its participation as a WIC Vendor, as designated by the Department.

34. Proxy means any person designated by a woman participant, or by a parent or caretaker of an infant or child participant, to obtain WIC EBT cards or to transact WIC EBT redemptions for authorized supplemental foods on behalf of a participant. Parents or caretakers applying to the WIC Program on behalf of infant and child participants are not considered a proxy.

35. Responsible principal or responsible individual means one of the following individuals who the Department or FNS determines to be responsible for an institution's violation of WIC requirements or the terms of its WIC Vendor Agreement: 1) a principal, whether compensated or uncompensated; 2) any individual employed by or under contract with a WIC Vendor or applicant; or an uncompensated individual.

36. Service mark means the WIC acronym and WIC logo registered with the U.S. Trademark and Patent Office by the U.S. Department of Agriculture.

37. Then current means the applicable federal, state, local, and WIC rules and regulations in effect at the time of an assessment of Vendor conduct. Such assessment may occur at any point during the term of the Agreement.

38. Trade Secret means the whole or any portion or phase of any compilation of information which is for use or is used in the operation of a business and which provides the business an advantage or an opportunity to obtain an advantage over those who do not know or use it. Such trade secret includes commercial information, used in the regulation and payment of WIC Vendors. Specifically WIC redemption records identified by Vendor code and shelf prices collected from WIC Vendors for the purpose of processing payments to those Vendors are considered to be a trade secret in the possession of the Department for valid regulatory purposes.

- 39. Trafficking** means the buying, selling, barter, or trade of a EBT Card or food items purchased with WIC funds for cash or for other than their authorized purpose. Possible indications of trafficking include multiple purchase transactions recorded too rapidly to be creditable; multiple transactions for individual benefit accounts in unusually short time frames; exhausting of individual Participant benefits in unusually short period of time; and excessively large purchase transactions made from a single Participant account.
- 40. Transact or transacting** means the process between an authorized WIC participant and WIC authorized Vendor in which properly completed and verified WIC EBT transaction are exchanged for the correct size and quantity of authorized WIC food items.
- 41. Unit of measure** means the measure of the quantity of an applicable WIC product evaluated for competitive price purposes.
- 42. Vendor** means a sole proprietorship, partnership, cooperative association, corporation, or other business entity operating one or more stores authorized by the Department to provide authorized supplemental foods to participants under a retail food delivery system.
- 43. Vendor compliance review** means the Department's systematic evaluation of the Vendor's facility and WIC food inventory for compliance with federal and state program requirements and the terms of this Agreement.
- 44. Vendor program records** means all Vendor: food inventory records used for federal tax reporting purposes; books of account; inventory records showing wholesale or retail purchases; original, itemized invoices suppliers provide the Vendor at the time of the purchase of WIC authorized food items for sale in the Vendor's facility that contain the date of the purchase and the type, quantity and price of specific WIC foods.
- 45. Vendor violation** means any intentional or unintentional action of a Vendor's current owners, officers, managers, agents, or employees (with or without the knowledge of management) that violates the Vendor Agreement or federal or state statutes, regulations, policies or procedures governing the Program.
- 46. WIC logo** means a stylized graphic representation of the word WIC including a picture of a woman and children.
- 47. WIC** means the acronym for the Special Supplemental Nutrition Program for Women, Infants and Children.
- 48. WIC customer** means a WIC authorized representative, participant, proxy, co-caretaker, or representative of the WIC Program.

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<u>Item</u>	<p style="text-align: center;">WIC Vendor Agreement, Attachment 2</p> <p style="text-align: center;">WIC PROGRAM VIOLATIONS</p> <p style="text-align: center;">Shall Include those stated in 7 CFR §246</p>	<p style="text-align: center;"><u>Period of Disqualification</u></p>
<u>AN ADMINISTRATIVE OR CRIMINAL CONVICTION OF:</u>		
1.	A pattern of trafficking in WIC EBT cards or selling firearms, ammunition, explosives, or controlled substances (defined in Sec 102 of the Controlled Substances Act (21 U.S.C. 802)) in exchange for WIC EBT cards.	Permanent Disqualification or at Department Discretion a Civil Money Penalty pursuant to 7 CFR §246.12(l)(i)
2.	One incidence of buying or selling one or more WIC EBT cards (trafficking)	6 years
3.	One incidence of selling firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for one or more WIC EBT cards	6 years
4.	One incidence of the sale of alcoholic beverages or tobacco products in exchange for one or more WIC EBT cards	3 years
5.	A pattern of claiming 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	3 years
6.	A pattern of overcharges	3 years
7.	A pattern of receiving, transacting and/or redeeming a WIC EBT cards outside of authorized channels (laundering), including the use of an unauthorized Vendor and/or an unauthorized person	3 years
8.	A pattern of charging for supplemental food not received by the participant	3 years
9.	A pattern of providing credit or non-food items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for one or more WIC EBT cards	3 years
10.	A pattern of providing unauthorized food items by type, or size, or quantity in exchange for WIC EBT, including charging for authorized supplemental foods provided in excess of those listed on the WIC EBT account	1 year
11.	Vendor, previously sanctioned (within ten years of date of new violation) under provisions of one or more of the violations listed in items 1 through 10 above	Double the first applicable sanction listed for the original violation. Civil money penalty limited by 7 CFR §246.12
12.	Vendor, previously sanctioned two or more times (within ten years of date of new violation) under provisions of one or more of the violations listed in items 1 through 10 above	Double the second applicable sanction listed for the original violation. No civil money penalty shall be permitted in lieu of disqualification
13.	Disqualification from the Supplemental Nutrition Assistance Program (SNAP), formerly known as the Food Stamp Program	Same amount of time as SNAP disqualification (may begin at a later time)
14.	Vendor assessed a civil money penalty in lieu of another penalty in SNAP because of hardship	Same period of original SNAP disqualification (subject to participant

access determination)

**AN ADMINISTRATIVE DETERMINATION OR ADMINISTRATIVE CONVICTION OF
ENGAGING IN A PATTERN OF THE FOLLOWING:**

15.	Failure to maintain original invoice records of purchases of WIC foods from wholesalers and other suppliers	1 year
16.	Requiring participants to pay for a rejected WIC EBT transactions	1 year
17.	Failure to allow monitoring by authorized personnel or interfering with required compliance monitoring activities.	1 year
18.	Accepting WIC EBT card or cards in promise of providing foods at a future date or different location	1 year
19.	Purchasing infant formula from a source not approved by the Florida WIC Program	1 year
20.	Offering incentives specifically to use a WIC EBT card	1 year
21.	Charging sales tax on WIC foods	1 year
22.	Discrimination against any participant using the WIC EBT card on the basis of race, color, national origin, sex, age or disability	1 year
23.	Failure to provide WIC customers the same courtesies as offered to other customers	1 year
24.	Providing refunds or permitting exchanges of foods obtained with the WIC EBT card, except for exchanges of an identical authorized food item when the original food item is defective, spoiled or outdated	1 year
25.	Failure to provide at least thirty days advance written notification of any change in Vendor ownership, store location, or cessation of operations	1 year
26.	Failure to notify the Department of any changes in the operational status of the store, including changes in customer business hours and temporary closures	1 year
27.	Failure to comply with the Department's requirements regarding training on WIC Program procedures	1 year
28.	Failure to provide an itemized receipt with each WIC EBT transaction	1 year
29.	Failure to comply with the terms regarding use of WIC service marks provided in the Agreement and federal and state regulation and rule.	1 year
30.	Vendor requiring WIC customers to purchase all items in the WIC EBT account.	1 year
31.	Vendor making or keeping a record of a participant's name or WIC identification number after a WIC EBT card is transacted by or on behalf of a participant for which payment has been denied by the WIC Program.	1 year
32.	Use or disclosure of confidential participant information to persons other than those directly connected with the administration, delivery or enforcement of the WIC Program, the Department and those the Vendor designates as having a need to know for Program operation and payment purposes.	1 year
33.	Vendor voluntarily withdraws from SNAP program during term of the WIC Vendor Agreement.	1 year
34.	Vendor fails to file redemptions in the amount of \$1,500 or more or chain fails to file redemptions in the average amount of \$1,500 or more for its stores for three months in any twelve month period.	1 year
35.	Vendor fails to provide the Department authorization to obtain required tax records such as DR 15, Form DR 842; 843; or 844.	1 year
36.	Failure to execute and provide a written release to permit the WIC State Agency to obtain copies of wholesale Vendor invoices directly from the Vendor's designated suppliers.	1 year
37.	Failure to declare the least expensive brand (LEB) as required by the Department or to update the LEB when required changes in vendor inventory or by the Department.	1 year
38.	Failure to sell at least 85% of the vendor redemptions in the declared least expensive brands.	1 year or \$1,000 CMP
39.	Failure to sell at least 85% of the vendor redemptions in the declared least expensive brands within a 12-month period from the date of the first disqualification notification shall result in warning letter and a second violation will result in disqualification for one year.	1 year

41.	Failure to scan and enter all sold UPC items, directly from the product being sold into the redemption system. Or the use of a “scan book” or similar device in which a UPC label(s) in such book or other device are used in place of scanning the product UPC directly from the product being sold.	1 year
42.	A pattern of violations resulting in the accumulation of 60 or more points, including deductions for training credit, before the expiration date of the current Vendor Agreement.	1 year
<i>ASSESSMENT OF POINTS FOR EACH OCCURRENCE OF THE FOLLOWING EVENTS:</i>		
43.	Failure to maintain the required inventory of eligible WIC foods for sale to the public on Vendor display shelf at all times while open to the public	5 points for each food group listed on the mandatory minimum inventory requirement listing, up to 30 points per compliance visit
44.	Offering for sale the mandatory minimum inventory quantity of WIC food product that has exceeded: its expiration date; freshness date; "sell by;" “best if used by;” or other date limiting the sale or use of the food item in its freshest condition or offering such foods in an unsanitary environment or condition.	5 points for each food group listed on the mandatory minimum inventory requirement listing, up to 30 points per compliance visit

APPLICABLE STATEMENT OF APPROVED MULTIPLE PHYSICAL ADDRESSES

(Refer to Terms Controlling Agreement and Amendments for Validity)