STATE OF FLORIDA

DEPARTMENT OF HEALTH

WIC VENDOR (COMMERCIAL) AGREEMENT

This Vendor Agreement (Agreement) is entered between the State of Florida, Department of Health (the Department) and (Vendor), each a "party" and together the "Parties", pursuant to Vendor's application to the Department requesting participation in the Special Supplemental Nutrition Program for Women, Infants, and Children, authorized by Section 17 of the Child Nutrition Act of 1966, as amended (the WIC Program). Accordingly, the Parties agree as follows:

A. **General Statement:** This Agreement is for the Vendor's participation in the Women, Infants, and Children (WIC) Program which serves the needs of WIC Program Participants and sets forth Vendor's requirements for participation in the WIC Program.

B. **Authority:** 7 C.F.R. § 246.12(h).

C. **Definitions:** The following definitions apply to the terms used within this Agreement. Should a direct conflict be found between those definitions in 7 C.F.R. § 246 and this Agreement, only that portion of the definition found in 7 C.F.R. § 246 that is in conflict with this Agreement will take precedence.

1. Above-50-Percent Stores: Vendors that derive more than 50 percent of their annual food sales revenue from WIC Electronic Benefit Transfer (EBT) transactions, and new vendor applicants expected to meet this criterion under guidelines approved by the Food and Nutrition Services (FNS).

2. Approved Product List (APL): An electronic list identifying WIC Authorized Supplemental Food Items authorized by the Department for purchase with WIC benefits. Each WIC Authorized Supplemental Food Item is identified by a unique product identifier, either a Universal Product Code (UPC) or a Product Look Up (PLU) code.

3. Authorized Manufacturers, Wholesalers, and Distributors List: A list identifying the entities from which vendors may purchase infant formula and other WIC Authorized Supplemental Food Items. Approved entities on the Authorized Manufacturers, Wholesalers, and Distributors List for Florida will have been required to provide the Department with proof of appropriate licensure, registration with the Food and Drug Administration, and other business documentation to ensure they are able to maintain an appropriate wholesale inventory. Approved entities must be able to provide complete invoices to document wholesale food purchases by vendors, and only invoices from approved entities will be accepted as documentation for WIC inventory audits.

4. Authorized Representative: An adult participant or a parent or caretaker of an infant or child WIC Program Participant who represents the infant or child for WIC Program services including the certification process and pick-up and 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. Card Accepter Device: An electronic device normally located at a retail grocery facility through which the WIC EBT "debit" card is "swiped" to record the authorized account information against which WIC EBT transactions will be posted.

6. Co-Caretaker: An individual identified by the authorized representative as sharing responsibility for the care, health, and welfare of an infant or child WIC Program Participant. This individual may be the mother, father, wife of the father, husband of the mother, or grandparent of the infant or child WIC Program Participant, who shares primary caretaker responsibility for the infant or child. This definition does not include a babysitter unless the babysitter is also one of those individuals in the category listed above. Only one person may be designated as a co-caretaker at a time.

7. Competitive Price: A Vendor's price for each food item will be competitive as long as the price of the WIC Authorized Food Item or, where applicable, its unit of measure times its package size is no greater than twenty percent higher than the Vendor Peer Group and region. Competitive prices for food items will be determined using food market price data collected from WIC Vendor facilities or WIC Vendor redemptions. With the exception of above-50-percent stores, Vendor's prices will be regarded as non-competitive if the price for one or more WIC authorized supplemental food item or its unit of measure times its package size exceeds the Vendor Peer Group average for its region by 20 percent or more.

8. Compliance Buys: The process of covertly purchasing WIC Authorized Food Items from a Vendor and the assessment of that Vendor's processing of the purchase and claim for reimbursement.

9. Compliance Investigation: The evaluation of a Vendor's conformance to this Agreement's requirements and applicable local, state, and federal requirements through a variety of methods which may include inventory audits and compliance buys.

10. Conviction: To have been found guilty, with or without an adjudication of guilt, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

11. Customer Cards: Loyalty cards provided by stores that allow the customer to get discounts. Customer cards are not EBT cards.

12. Disqualification: The act of ending the WIC 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 WIC Program during any period of disqualification as stated in this Agreement or under state or federal WIC Program regulation.

13. Electronic Benefit Transfer (EBT): An electronic system that allows the Department to provide WIC Authorized Supplemental Food Items to authorized WIC Program Participants using a magnetically encoded debit or payment card.

14. Florida EBT Provider Certified In-Store WIC EBT System: A system that is certified by the current Florida EBT contractor to be able to process EBT transactions in Vendor's store.

15. Food Delivery System: The method the Department uses to provide WIC Authorized Supplemental Food Items to WIC Program Participants.

16. Identical WIC Authorized Supplemental Food Item: The exact brand and size as the original WIC Authorized Supplemental Food Item obtained and returned by the WIC Program Participant.

17. Inventory Audit: The examination of food invoices or other proof of purchase to determine whether a Vendor has retained invoices supporting purchase of sufficient quantities of WIC Authorized Supplemental Food Items to support redemptions of WIC Authorized Supplemental Food Items provided to WIC Program Participants as specified on WIC EBT cards that the Vendor redeemed during a given period of time.

18. Local Agency: As defined by 7 C.F.R. section 246.2, a public or private, nonprofit health or human service agency which provides health services, either directly or through a contract, in accordance with section 246.5, an Indian Health Service (IHS) of the United States Department of Health and Human Services service unit, an Indian tribe, band or group recognized by the Department of the Interior which operates a health clinic or is provided health services by an IHS service unit, or an intertribal council or group that is an authorized representative of Indian tribes, bands or groups recognized by the Department of the Interior, which operates a health clinic or is provided health services by an IHS service unit.

19. Mandatory Minimum Inventory Form: A form that lists the Mandatory Minimum Inventory Requirements.

20. Mandatory Minimum Inventory Requirements: The least quantity of each of the required WIC Authorized Supplemental Food Items designated for the WIC 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.

21. Maximum Allowable Reimbursement Level (MARL): The maximum price point the Department will reimburse the Vendor for food items sold to WIC Program Participants. The Department 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 Agreement and in the WIC State Plan.

22. Minimum Lane Coverage: The minimum number of checkout lanes in the store that must be equipped with a POS Terminal that is capable of processing WIC EBT transactions.

23. Operating Rules (OR) and Technical Implementation Guide (TIG): Technical resources for states to apply in their EBT implementation projects for consistency in WIC EBT online purchase messages and file handling processes used by both

smart cards that work with offline systems and magstrips that work with online WIC EBT systems. These resources are used by all State agencies, authorized WIC vendors, and EBT industry stakeholders.

24. Pattern: Two or more occurrences of the same or similar event or transaction or the same or similar conduct during compliance buys, compliance visits, or incidences of violations of the WIC Program requirements identified during an investigation, routine monitoring visits, or EBT redemption reviews.

25. Point of Sale (POS) Terminals: Electronic device used to process card payments at retail locations. The POS Terminal is referred to as single function if the machine is only able to process WIC transactions and multi-function if able to process transactions other than just WIC, such as SNAP or credit or debit card payments.

26. Price: The cost at which WIC authorized supplemental food items 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 a store savings card or a customer card.

27. Principal: 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.

28. Product Look Up Code (PLU): A system of numbers that uniquely identify bulk produce sold in grocery stores.

29. Proxy: Any person designated by a woman WIC Program Participant, or by a parent or caretaker of an infant or child WIC Program Participant, to obtain WIC EBT cards or to transact WIC EBT redemptions for WIC authorized supplemental food items on behalf of the WIC Program Participant. Parents or caretakers applying to the WIC Program on behalf of an infant or child WIC Program Participant are not considered a proxy.

30. Responsible Principal or Responsible Individual: One of the following individuals who the Department or the United States Department of Agriculture (USDA) Food and Nutrition Services (FNS) determines to be responsible for a Vendor's violation of WIC Program requirements or the terms of this Agreement: a principal, whether compensated or uncompensated; any individual employed by or under contract with a WIC Vendor or applicant; or an uncompensated individual.

31. Scan Book: A notebook with copies of UPCs that the cashier scans instead of scanning the actual food item. The WIC Program does not permit the use of a Scan Book.

32. Special Supplemental Nutrition Program for Women, Infants, and Children (WIC): Authorized by Section 17 of the Child Nutrition Act of 1966, 42 U.S.C. 1786, WIC provides federal grants to States. These grants are used for supplemental foods, health care referrals, and nutrition education for low-income pregnant,

breastfeeding and non-breastfeeding postpartum women, and to infants and children up to age 5 who are found to be at nutritional risk.

33. Supplemental Nutrition Assistance Program (SNAP): The program authorized by the Food and Nutrition Act of 2008 (7 U.S.C. 2011, et. seq.), in which eligible households receive benefits that can be used to purchase food items from authorized retail stores and farmer's markets.

34. Then Current: 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 this Agreement.

35. Trade Secret: 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.

36. Trafficking: The buying, selling, barter, or trade of a WIC 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 individual WIC Program Participant's benefits in unusually short period of time, and excessively large purchase transactions made from a single WIC Program Participant account.

37. Transact or Transacting: The process between a WIC Program Participant and WIC authorized Vendor in which a properly completed and verified WIC EBT transaction are exchanged for the correct size and quantity of WIC Authorized Supplemental Food Items.

38. United States Department of Agriculture (USDA), Food and Nutrition Service (FNS): The federal agency that is responsible for managing the WIC Program.

39. Universal Product Code (UPC): The bar codes on packages that are scanned to get the price of an item.

40. Vendor: The named party to this Agreement that is a sole proprietorship, partnership, cooperative association, corporation, or other business entity operating one or more stores authorized by the Department to provide WIC Authorized Supplemental Food Items to WIC Program Participants under a retail food delivery system.

41. Vendor Compliance Review: The Department's systematic evaluation of Vendor's facility and WIC Authorized Supplemental Food Item inventory for compliance with federal and state WIC Program requirements and the terms of this Agreement. Such review may include covert compliance buys, on-site unannounced or scheduled monitoring visits, or submission of records such as invoices for review.

42. Vendor Peer Group: A system of classification for authorized WIC vendors 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 Program Participants.

43. Vendor Program Record: All of Vendor's food inventory records used for federal tax reporting purposes; books of account; inventory records showing wholesale or retail purchases; and original, itemized invoices suppliers provide Vendor at the time of the purchase of WIC authorized supplemental 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 authorized supplemental food items.

44. Vendor Violation: Any intentional or unintentional action of Vendor's current owners, officers, managers, agents, or employees (with or without the knowledge of management) that violates this Agreement, federal or state statutes, regulations, policies, or WIC Program requirements.

45. WIC Authorized Supplemental Food Item: Those types, sizes, and quantities of foods authorized on WIC EBT accounts and approved by the Department for issuance to a WIC Program Participant on a WIC EBT account.

46. WIC Logo: A stylized graphic representation of the word WIC as identified by the USDA's registered WIC Service Mark, and the State of Florida WIC Program logo.

47. WIC Program Participant: Pregnant women, breastfeeding women, postpartum women, infants and children who are receiving supplemental foods or WIC EBT card for food benefits under the WIC Program, and the breastfed infants of participant breastfeeding women.

48. WIC Program Requirements: 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.

49. WIC Service Marks (Service Mark): The WIC acronym and WIC Logo registered with the U.S. Patent and Trademark Office (PTO) by the USDA. The PTO registration numbers for each are 1,630,468 and 1,641,644.

50. WIC State Plan: A WIC Program operation and administration document that describes the strategy in which the State agency intends to implement and operate all aspects of WIC Program administration within its jurisdiction.

51. WIC Vendor Redemption: The process by which a WIC vendor accepts a WIC EBT transaction from a WIC Program Participant as payment for WIC Authorized Supplemental Food Items, and the WIC vendor is then reimbursed for these food items.

D. Program Background:

1. The United States Secretary of Agriculture is required to administer the WIC Program pursuant to Section 17 of the Child Nutrition Act of 1966, as amended. The purpose of the WIC Program is to provide WIC Authorized Supplemental Food Items and nutrition education at no cost to eligible persons. The WIC 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 WIC Program Participants.

2. The Department's Bureau of WIC Program Services is authorized to administer the WIC 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 WIC Program Participant access to WIC Authorized Supplemental Food Items at the most competitive prices available in the market.

3. The designed food delivery system permits adult WIC Program Participants, and parents or caretakers of infant and child WIC Program Participants to obtain WIC Authorized Supplemental Food Items by submitting a WIC EBT card to an authorized vendor. The Department issues WIC EBT card accounts to WIC Program Participants to permit the purchase of WIC Authorized Supplemental Food Items. The WIC Program Participant accesses the WIC EBT account to permit payment for WIC Authorized Supplemental Food Items at retail stores authorized to participate in the WIC Program.

4. WIC EBT transactions are completed in a specific manner with required information. Vendor will accept WIC EBT as payment for authorized quantities of WIC Authorized Supplemental Food Items. Vendor's retail account is credited with funds based on properly completed WIC EBT transactions.

5. The Department authorizes an appropriate number and distribution of vendors to meet the WIC Program's objectives. Vendor has applied for participation in the WIC Program as an authorized WIC Vendor. The Department has approved Vendor based upon selection criteria, Vendor's geographic location, availability to the WIC Program Participant population, and competitive MARL prices (regular price and not sale price) within a designated Vendor Peer Group.

6. The Department is required to ensure vendors comply with applicable competitive price requirements within their respective Vendor Peer Group, detect questionable WIC EBT transactions, prevent overcharges, and do not engage in other violations or errors in the WIC Program. Vendors are required to know and understand the requirements for properly transacting and submitting WIC EBT for redemption. Therefore, Vendor redemptions will be subject to continual evaluation for WIC 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 of Florida law and regulation.

E. Scope of Work: Vendor will support the objectives of the WIC Program, participate in the delivery of the WIC Authorized Supplemental Food Items at the lowest possible

competitive price for the benefit of all WIC Program Participants, maintain its WIC Program qualifications, and meet all federal and state of Florida WIC Program requirements for the contract term.

F. Conditions Precedent: Prior to execution of this Agreement, Vendor will obtain and sign the EBT processor provider form and any associated agreements.

G. Effect of Agreement:

1. This Agreement does not constitute a license or property interest and therefore does not confer any such rights or privileges. If Vendor wishes to continue to be authorized beyond the period of its current agreement, the Vendor must reapply for authorization. If a Vendor is disqualified, the Department will terminate this Agreement, and the Vendor will have to reapply in order to be authorized after the disqualification period is over. In all cases, Vendor's new application will be subject to the Department's vendor selection criteria and any vendor limiting criteria in effect at the time of reapplication.

2. This Agreement applies to Vendor's single or multiple fixed physical locations and will encumber Vendor at a single fixed physical address or at multiple locations at stated fixed physical address as specified in Attachment 2.

H. WIC and SNAP Relationship:

1. The WIC Program and the SNAP, formerly known as the Food Stamp Program, are federally funded programs governed by rules, policies, and procedures issued by the FNS.

2. Vendor's disqualification from the WIC Program may result in Vendor's disqualification as a retailer from the SNAP. Such disqualification may not be subject to administrative or judicial review under the SNAP.

3. A Vendor permanently disqualified from the SNAP will be permanently disqualified from the WIC Program and this Agreement will be terminated.

I. The Department's Responsibilities:

1. Provide Vendor Training and Instruction to each Vendor as follows:

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

   b. Annually to at least one representative of Vendor. Annual vendor training will include the requirements specified in 7 C.F.R. § 246.12(i)(2) and may be provided by the Department in a variety of formats, including newsletters, videos, and in-person training. In-person training will be provided:

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

      2) On at least one alternative date designated at the Department's sole discretion.

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

2. Provide the following WIC Program materials to Vendor:

   a. A Florida WIC Vendor Handbook, available at FloridaHealth.gov/WIC, that contains the WIC Program requirements that Vendor is required to enforce while participating in the WIC Program;

   b. Mandatory Minimum Inventory Form; and

   c. A list of WIC Authorized Supplemental Food Items.

3. Redemption Procedures:

   a. The Department will make price adjustments to the purchase price on WIC Authorized Supplemental Food Items submitted by the Vendor for redemption to ensure compliance with the price limitations applicable to the Vendor.

   b. The Department will establish and apply limits on the amount of reimbursement allowed for WIC Authorized Supplemental Food Items based on a Vendor Peer Group and competitive price criteria.

   c. In setting allowable reimbursement levels, the Department will consider WIC Program Participant access in a geographic area and may include a factor to reflect fluctuations in wholesale prices.

   d. In establishing allowable reimbursement levels for above-50-percent vendors, the Department will ensure that reimbursements do not result in higher food costs than if WIC Program Participants used their WIC EBT card at vendors that are not above-50-percent vendors, or in higher payment per food item to above-50-percent vendors than average payments to comparable vendors.

4. Process valid Vendor Submitted EBT Transactions for Payment: The Department will 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. 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. Vendor accepted the transaction while disqualified or terminated from the WIC Program or did not have a fully executed and valid WIC agreement at the time of the WIC EBT transaction;

d. Vendor's redemption exceeded the Vendor Peer Group MARL average by 20 percent or more;

e. Any item other than WIC Authorized Supplemental Food Items 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 Vendor's store's customary selling price for the food issued; or

g. The transaction includes UPCs, PLUs, or dollar amounts for foods not received by the WIC Program Participant.

5. Process Demand for Repayment:

a. The Department may demand repayment from 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 Vendor Peer Group MARL requirements or were transacted by WIC Program Participants and do not meet WIC Program requirements.

6. Determine Service Mark Use in WIC Vendor Facilities: Within 30 days of receipt of a complete Vendor request for a Service Mark, the Department will provide a written determination regarding the Vendor's proposed use of a Service Mark or any indication of the Service Mark in brand identification channel strips or shelf talkers containing such product information.

7. Vendor and Vendor's Responsible Principal or Responsible Individual:

a. The Department will be responsible to list each designated individual on any administrative action taken regarding this Agreement.

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

J. Vendor Responsibilities:

1. Vendor will comply with the following:

a. The terms of this Agreement;

b. The Florida WIC Vendor Handbook;

c. The Department specified Mandatory Minimum Inventory Requirements;

d. The requirement to maintain competitive prices within Vendor Peer Group and under approved cost containment criterion;

e. Federal and state of Florida WIC Program requirements;

f. Applicable statutes, procedures, policies, and law governing the WIC Program;

g. Any changes in the WIC Program requirements during the term of this Agreement;

h. The selection criteria used during Vendor's successful selection;

i. Changes to the selection criteria adopted during the term of this Agreement; and

j. The operating rules, standards, and technical requirements established in the current OR and TIG.

2. Vendor will ensure that no person providing services for Vendor will discriminate against any WIC Program Participant on the basis of race, color, national origin, sex, age, or disability.

3. Annual Vendor Training:

a. Ensure one or more Vendor representatives participates in the annual vendor training, which includes training on civil rights.

b. Train and inform all cashiers and staff on WIC Program requirements and ensure all cashiers and staff complete the civil rights training provided by the Department.

c. Ensure a responsible Vendor representative participates in training on WIC EBT procedures.

d. Ensure all cashiers and staff are fully trained on WIC EBT requirements, including training in the proper acceptance and processing of WIC EBT transactions.

4. Operate a single, fixed location store that is open to the public a minimum of forty hours a week and a minimum of five days a week, for at least six hours a day.

5. Treatment of WIC Program Participants, parents or caretakers, and proxies:

a. Offer WIC Program Participants, parents or caretakers of infant of child WIC Program Participants, and proxies the same courtesies offered to other customers. Such courtesies include, but are not limited to:

1) The use of customer cards;

2) Manufacturer and store promotions and specials, such as the use of coupons or buy-one-get-one-free offers; or

3) Offering the same sales or redemption procedures.

b. Vendor will not limit check-out services for WIC Program Participants or prevent WIC Program Participants from making WIC purchases using the same check-out stations offered to other Vendor customers.

6. Provide WIC Program Participants an itemized receipt for all items purchased with a WIC EBT card at the time of purchase.

7. Selling Prices and Competitive Prices:

   a. Maintain a selling price to cost ratio or "mark-up" for WIC Authorized Supplemental Food Items that is unchanged by the fact that these foods are authorized for the WIC Program.

   b. Sell all WIC Authorized Supplemental Food Items at competitive prices consistent with those of Vendor Peer Group at all times during the term of this Agreement.

   c. Mark the current shelf prices of all WIC Authorized Supplemental Food Items clearly on the food items or have the prices posted on the appropriate store shelf holding the WIC Authorized Supplemental Food Item at all times.

8. Participate and cooperate in all Vendor Compliance Reviews and similar evaluations, which includes production of all documents required by the individual conducting that review. Vendor will not obstruct or impede the Department in the full completion of its Vendor Compliance Review responsibilities.

9. WIC food price list:

   a. Submit an accurately completed WIC food price list to the Department upon the Department's written request.

   b. Submit accurate WIC food price list updates for all foods Vendor offers for WIC purchase to the Department upon the Department's written request.

10. Notify the Department of attempted or actual misuse of WIC Authorized Supplemental Food Items or WIC EBT cards, within twenty-four hours of the attempted or actual misuse. Such attempted or actual misuse includes, but is not limited to, selling WIC EBT cards or exchanging WIC EBT cards for cash, alcoholic beverages, firearms, drugs, or any other items that are not WIC Authorized Supplemental Food Items.

11. Pay all sanction demands within 30 days as determined by the Department or pursuant to a hearing consistent with the provisions of this Agreement, 7 C.F.R. § 246, and Chapter 120, Florida Statutes.

12. Beginning upon execution of this Agreement, maintain an average redemption in the amount of $1,500.00 or more per month for twelve consecutive months. This Agreement may be terminated by the Department if Vendor fails to maintain an average of $1,500.00 or more per month in redemptions for twelve consecutive months.

13. Required Capability of Vendor Obtained EBT Card Accepter Device: Vendor is permitted to obtain EBT readers to support the WIC EBT transactions within its facility. EBT readers Vendor obtains that are intended to support the WIC Program must meet all WIC EBT and Florida EBT provider requirements. Vendor will:

    a. Purchase WIC EBT card terminals that are capable of properly reading WIC EBT card transactions.

    b. Ensure that the WIC EBT card terminals are supported by integrated software that is fully capable of supporting WIC in-line transactions. Vendor's POS system must meet state certification requirements within 30 days of execution of this Agreement, including interoperability and Florida EBT provider requirements, prior to being placed in operation, to accept WIC EBT transactions.

    c. Be solely responsible for the performance, maintenance, cost of maintenance, and cost of future replacement of WIC EBT card terminals.

    d. Equip all check-out lanes similarly with WIC EBT card terminals and do not limit check-out services for WIC Program Participants or prevent WIC Program Participants from using any of the check-out stations offered to other Vendor customers for integrated equipped grocers.

14. 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.

15. EBT Minimum Lane Coverage:

    a. Maintain Minimum Lane Coverage as specified by 7 C.F.R. § 246.12(z)(2)i-vii.

    b. Deploy POS Terminals used to support the WIC Program consistent with the minimum lane coverage provisions of 7 C.F.R. § 246.12(z)(2). The Department may remove excess terminals if actual redemption activity warrants a reduction consistent with the redemption levels outlined in 7 C.F.R. § 246.12(z)(2)i-ii.

16. EBT third-party processing costs and fees: Vendor will not charge to the Department any third-party commercial processing costs and fees incurred by Vendor from EBT multi-function equipment. Commercial transaction processing costs and fees imposed by a third-party processor that Vendor elects to use to connect to the EBT system of the state will be borne by Vendor.

17. EBT interchange fees: The Department will not pay or reimburse Vendor for interchange fees related to WIC EBT transactions.

18. The Department will not pay for ongoing maintenance processing fees or operational costs for Vendor systems and equipment used to support WIC EBT, unless the equipment is used solely for the WIC Program or the Department determines Vendor's use of multi-function equipment is necessary for WIC Program Participant access. This also applies to farmers and farmers' markets.

Costs shared by the Department will be proportional to the usage for the WIC Program.

19. 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 Program Participant. Vendor must not enter the PIN for the WIC Program Participant.

20. Request the Florida EBT provider re-certify its in-store system within 30 days if Vendor alters or revises the system in any manner that impacts the WIC EBT redemption and claims processing system after initial certification is completed.

    a. If the WIC EBT system is reconfigured or modified by Vendor 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 Department will not accept a redemption.

    b. Vendor is liable for the costs of all recertification events needed to return the WIC EBT system to full compliance with the Department's system requirements for all stores covered by this Agreement, as specified in Attachment 2. Failure to seek re-certification when Vendor's system is altered or revised will subject Vendor to the financial liabilities for all transactions processed.

21. Connect Vendor's in-store system for each outlet covered by this 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 APL.

22. Accept financial liability for EBT benefit redemptions resulting from terminated cards if Vendor has not connected to the WIC EBT system within a contiguous 48-hour period and updated appropriate files.

23. Retain the EBT processor provider and any associated agreements throughout the period of this Agreement as a condition of participation as a WIC Vendor.

24. Return any WIC EBT card found in Vendor facility and unclaimed for 24 hours by mail or in person to the Department.

25. Timely and accurately process all WIC EBT transactions consistent with the WIC Program's requirements as follows:

    a. Notify the Department if the EBT processor agreement, as specified in Section F, is terminated. Vendor will be immediately removed from participation in the WIC 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 WIC Program Participant's WIC EBT account, and only deliver the types, sizes, and quantities of food specified on the WIC Program Participant's WIC EBT account.

    c. Scan or manually enter UPC codes directly from the WIC Authorized Supplemental Food Items being sold. Vendor may not scan UPC label

information from any source other than directly from the product being sold and may not maintain a Scan Book or similar device.

d. Charge WIC Program Participants for WIC Authorized Supplemental Food Items as follows:

1) Accurately for the WIC Authorized Supplemental Food Items they present for purchase and receive;

2) No more than the posted shelf prices for these foods;

3) The same price as other customers for the same foods;

4) The exact total price for the WIC Authorized Supplemental Food Items actually provided the WIC Program Participant and for WIC EBT scan the appropriate food items to purchase WIC Authorized Supplemental Food Items; and

5) The WIC Program competitive MARL price consistent with Vendor Peer Group and region.

26. Release food benefits to WIC Program Participants any time the WIC EBT card is decremented even if the system fails to process the transaction in the system.

27. Conduct WIC EBT transactions as follows:

a. Accept WIC EBT only from WIC Program Participants or an authorized representative, co-caretaker, or proxy only upon delivery of the foods to the WIC Program Participant or an authorized representative, co-caretaker, or proxy and within the store premises.

b. Ensure the WIC Program Participant, parent or caretaker of an infant or child WIC Program Participant, or proxy enters the Personal Identification Number (PIN) in the presence of the cashier.

c. Vendor must have approval from the State WIC Office before using any form of self-checkout system at their establishment.

c. Confirm the identity of the WIC Program Participants by requiring the use of the individual PIN to execute the EBT transaction.

d. Refuse to accept a WIC EBT card from any person unable to demonstrate their authorization to use the WIC EBT card.

e. Require the WIC Program Participant accept and approve the WIC transaction. Ensure Vendor personnel do not accept and approve any WIC transactions for WIC Program Participants under any circumstances.

f. Provide an itemized receipt to the WIC Program Participant for each EBT transaction. Ensure the itemized receipt clearly identifies the item or items purchased, the individual price charged for each item listed, and provides the remaining balances of WIC items available.

28. Comply with state policies for creating and updating the in-store UPC category and subcategory table of WIC Authorized Supplemental Food Items. Failure to comply with this requirement will result in Vendor's financial liability for WIC sales transactions involving invalid or unauthorized UPC codes.

29. Obligation of Vendor and Vendor's Responsible Principal or Responsible Individuals:

    a. The execution of this Agreement will subject Vendor and Vendor's Responsible Principal or Responsible Individuals to the administrative authority of the Department regarding Vendor's responsibilities in the WIC Program.

    b. Neither Vendor nor any of its associated disqualified Responsible Principal or Responsible Individuals will participate in the WIC Program in the capacity of a Responsible Principal or Responsible Individual, or owner for the duration of any assessed disqualification from this or any other State WIC Agency or FNS.

    c. Vendor and each of its Responsible Principal or Responsible Individuals identified will not engage in any conduct intended to circumvent a properly imposed WIC sanction.

    d. Vendor will 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 this Agreement or federal or state of Florida statutes, regulations, policies, or procedures governing the WIC Program.

30. Provide Minimum Inventory of authorized supplemental food at all times. Vendor will fully support the objectives of the WIC 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 and:

    a. Provide fresh and wholesome products, in a sanitary environment, that are not expired and 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 WIC Authorized Supplemental Food Items in the customer sales areas of the store for purchase by WIC Program Participants; and

    c. Purchase all WIC Authorized Supplemental Food Items (including infant formula) for sale to WIC Program Participants only from manufacturers, wholesalers, distributors, and retailers authorized by the Department for WIC requirements. The Authorized Manufacturers, Wholesalers, and Distributors list is available at FloridaHealth.gov/WIC.

31. Maintain Inventory and Purchase Records for WIC Items: Vendor will maintain and have available for audit, the following required Vendor Program Records and will retain these records for three years after December 31 of the year this Agreement expires or is terminated:

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

b. All original, itemized invoices suppliers provide Vendor with at the time of the purchase of WIC Authorized Supplemental Food Items for sale in Vendor's facility. The original, itemized invoices must identify the date of the purchase and the type, quantity, and price of specific WIC Authorized Supplemental Food Items.

32. Facilitate Vendor WIC Record and Facility Review: Vendor will maintain its facility and WIC associated records in such a manner to permit access and review as required in the following manner:

a. Assure that all required WIC inventory records and purchase invoices 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 of Florida, or local personnel authorized by this Agreement, administrative rule, or law. Provide copies of selected invoices to the WIC office upon request;

b. Allow persons 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 persons directly connected with or with direct relationship to the administration or enforcement of the WIC Program to audit 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 Vendor Compliance Review, Compliance Investigation, audit, inventory, and record audit with required signature of Vendor representative at the time of the review as required by persons directly connected with or with direct relationship to administration of the WIC Program; and

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

33. Provide Corrective Action Plan (CAP) Upon Request:

a. Vendor will provide a CAP within 14 days after it is requested addressing an identified Vendor Violation, error, or misconduct. The CAP will describe the Vendor Violation, error, or misconduct and Vendor's planned actions and assurance of correction of the issue. In those instances where Vendor is found to have failed to comply with the WIC EBT operating rules, standards, and technical requirements established in the current OR and TIG, Vendor will be required to create a CAP showing their corrective action. In those instances where a correction is required in the Vendor's computer system, the CAP may specify the period of time required to correct the Vendor's computer system issues; no additional

violation will be recorded until the end of that specified period of time for that computer issue.

b. Vendor's CAP must identify the deficiency, describe the reason for or issues that caused the deficiency, and describe Vendor's plan to ensure the deficiency does not recur.

c. Vendor's actions in the CAP must resolve a Vendor 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.

34. Make Payment to the Department as Required:

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

1) For Recovery of Over Charges: Vendor's periodic daily redemptions will be subject to immediate recovery of all over charges identified. The Department will notify Vendor of such overcharges and resulting collection action.

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

a) Any payments that exceed the actual shelf price of WIC Authorized Supplemental Food Items; or

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

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

35. Provide Certification and Approval to Access Tax Records as follows:

a. Provide a copy of the state tax record; DR-15; and Form DR 841, 842, or 843; and

b. Grant the Florida Department of Revenue and the Department its full and unconditional release and permission and grant the Department authority to obtain copies of Vendor's DR-15; Form DR 841, 842, or 843; records upon demand and presentation to the Florida Department of Revenue without further need or required release or approval. Vendor will 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 841, 842, or 843; and associated records, if the WIC Program finds that Vendor has more than 50 percent of its total sales in WIC items, Vendor will:

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

2) Immediately withdraw from the WIC Program. Vendor will stop submitting further redemptions that are accepted on the date following receipt of the Department's formal notification that Vendor is an above-50-percent store. All redemptions dated on or prior to that time will be processed and paid.

36. Use WIC Service Mark Only as Authorized:

a. Vendor will not:

1) Infringe on the Service Mark owned by the FNS through improper or impermissible use;

2) Use the Service Mark in any manner on its goods, containers, or 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 Vendor or its products;

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

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

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

e) Uses the WIC acronym except to inform the public that 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 Service Mark;

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

7) Place the term "WIC Program" in any advertisement, billboard, poster, store sign, or designation; or

8) Use the letters "W," "I," and "C" in that order next to one another in 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. Vendor will:

1) Submit any offering or proposal to use a Service Mark or any indication of the 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 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 Service Mark; and

5) Vendor may describe itself as a WIC-authorized food Vendor only, place Florida WIC Program approved signs on Vendor's store stating only that Vendor is a WIC-authorized Vendor, or both.

37. Vendor will provide Written Notice to the Department as follows:

a. Within 30 days in advance if it intends to terminate this Agreement;

b. To request the Department to approve a change in store location at least 30 days in advance of such proposed change;

c. At least 30 days advance notice of any change in Vendor ownership, management, or cessation of operation; or

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 with twenty-four hours' notice.

K. Prohibited Conduct: Vendor will not engage in the following prohibited conduct:

1. 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;

2. Seek restitution from customers for WIC EBT transactions not paid or partially paid by the Department;

3. Question WIC Program Participants about WIC Program operations or payment procedures;

4. Charge sales tax on WIC Authorized Supplemental Food Item purchases;

5. Charge the WIC Program for any WIC Authorized Supplemental Food Items not received by a WIC Program Participant;

6. Provide refunds or permit exchanges for WIC Authorized Supplemental Food Items obtained with EBT cards, except for exchanges of an identical WIC Authorized Supplemental Food Item for WIC Authorized Supplemental Food Items obtained with WIC EBT redemptions when the original WIC Authorized Supplemental Food Item is defective; spoiled; or has exceeded its “sell by,” “best if used by,” or other date limiting the sale or use of the WIC Authorized Supplemental Food Item;

7. Engage in the sale, barter, exchange, or laundering of WIC EBT cards offered from any source or individual;

8. Require WIC Program Participants or their authorized representatives or proxy to purchase all of the items prescribed on the WIC EBT card;

9. Deny WIC Program Participants or their authorized representatives or proxy the option to pay the difference with cash or another form of acceptable payment when the cost of fruit and vegetable items selected exceeds the available amount of WIC cash value benefits on the WIC EBT card;

10. Make, keep, or permit anyone else to make or keep a record of a WIC Program Participant’s name or WIC identification number after a WIC EBT transacted by or on behalf of a WIC Program Participant has been redeemed or payment has been denied by the WIC Program, without the WIC Program Participant’s approval;

11. Provide unauthorized food items, substitution of unauthorized food items, non-food items, cash, credit, rainchecks for later delivery of a food item, or credit for past accounts in exchange for WIC EBT transaction;

12. Accept telephone orders for WIC purchases;

13. Accept and hold WIC EBT cards in promise of providing foods at a future date or different location or for any other purpose whatsoever;

14. Permit Vendor’s current owners, officers, managers, agents, or employees (with or without the knowledge of management) to violate this Agreement or federal or

state of Florida statutes, regulations, policies, or procedures governing the WIC Program;

15. Deny the purchase of a WIC Authorized Supplemental Food Item that is 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; and

16. Hold or use a WIC Program Participant's WIC EBT card and PIN within Vendor's facility for any purpose whatsoever by Vendor, an employee of Vendor, or any agent of Vendor.

L. Term of the Agreement:

1. This Agreement will become effective on **September 1, 2026**, or the last date of signature of both Parties, whichever is later and will end on **June 30, 2029**.

2. This Agreement will end on the date specified above unless:

   a. It is terminated for cause, upon 15 days advanced written notice;

   b. It is terminated without cause by either party upon 30 days advanced written notice;

   c. The Department provides written notification, subject to the terms of this Agreement, that this Agreement will be extended for administrative convenience; or

   d. The Department provides written notification that this Agreement will be extended until such time as pending administrative action has been completed.

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

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

M. Termination: This Agreement may be terminated upon written notice without cause by either party upon 30 days advance notice to the other party provided the Department has not extended this Agreement for administrative action or for cause upon 15 days advanced written notice for:

1. The Department's determination that Vendor provided false or incomplete information in its application for WIC Program authorization or at any time during authorization of Vendor;

2. The sale or change of ownership of Vendor's store or business;

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

4. A conflict of interest, as defined by Florida law, regulations, or policies, is identified between the Vendor and the Department or the Department's local agencies;

5. Vendor's failure to remain price competitive, even if actual payments to the Vendor are within the maximum reimbursement amount;

6. Vendor's failure to comply with the terms of this Agreement, which will result in Vendor's disqualification as a WIC Vendor; or

7. Vendor's disqualification from the WIC Program.

N. Breach of Agreement: This Agreement will be considered breached and will be terminated upon Vendor's:

1. Commission of a WIC Program violation as specified in Attachment 1;

2. Failure to fulfill the terms of this Agreement; or

3. Failure to comply with applicable federal or state of Florida laws or WIC Program regulations.

O. Notice:

1. All notices and other communications required or permitted under this Agreement will be in writing and will be deemed received when delivered personally, upon receipt of the delivered notice, or five days after being sent to the appropriate entity shown in the identification of Parties in the beginning of this Agreement, unless otherwise specified herein.

2. The Department may use email to transmit warning letters and notices in lieu of United States Postal Service. Vendor will provide a current electronic mail address and ensure that the address is reviewed regularly and kept current. Letters and notices sent to Vendor's email address will be considered delivered five days after transmitted.

3. Vendor will provide the Department written notice of any change in Vendor's mailing address (when different than the store's physical address) within five days of the change in that address. Vendor will provide written notice of any change in Vendor's email address within five days of the change of that address.

4. Notice of Termination: The Notice of Termination of this Agreement will be provided to Vendor by registered return receipt mail to Vendor's last self-reported mailing address. The Notice of Termination will contain:

   a. What condition or conditions Vendor has failed to fulfill regarding the terms of this Agreement, federal or state of Florida laws, or WIC Program regulations;

b. Notification of the Department's intention to terminate this Agreement and may also include a statement of its intention to seek sanctions for a breach of this Agreement in addition to termination; and

c. Any applicable right of administrative review regarding the Department's decision.

5. Notice of Sanction for Breach of Agreement: The Department must notify a Vendor when an investigation reveals an initial incidence of a violation for which a pattern of incidences must be established in order to impose a sanction, before another such incidence is documented. The Department's Notice of Sanction for Breach of this Agreement will be provided to Vendor by registered return receipt mail to Vendor's last self-reported mailing address. The Notice of Sanction for Breach will include the following:

a. What condition or conditions Vendor has failed to fulfill regarding the terms of this Agreement, federal or state of Florida laws, or WIC Program regulations;

b. The sanction assessed by the Department under this Agreement; and

c. That Vendor has a right to appeal disqualification or other adverse actions consistent with the terms of this Agreement.

6. Exception to Notice of Breach: Pursuant to 7 C.F.R. §§ 246.12(l)(3) and 246.18(a)(1)(iii)(F) a warning for an initial violation of WIC Program requirements will not be given to Vendor in the following on-going investigations and is not subject to administrative review:

a. WIC inventory audit;

b. WIC disqualification or civil money penalty based on a SNAP violation; or

c. Covert investigation, compliance buy, and similar action by the WIC Program or another agency.

7. Exception to Notice of Sanction: Pursuant to 7 C.F.R. § 246.12(h)(3)(xix), the Department is not required to provide a Notice of Sanction if the Department determines, in its discretion, on a case-by-case basis, that notifying Vendor would compromise an investigation.

P. Sanctions:

1. Sanctions may be imposed as follows:

a. The Department may sanction Vendor for breach of the terms of this Agreement.

b. Vendor's violation of federal or state of Florida laws or of WIC Program regulations may result in:

1) Termination of this Agreement and a stated period of disqualification; and

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

c. An Administrative Review Official's determination of a sanction or that Vendor has breached the terms of this Agreement or violated federal or state of Florida law or WIC Program regulation; or

d. The final determination of an appellate court regarding an Administrative Review Official's finding, imposition of sanction, or termination of this Agreement.

2. A Sanction for Breach will apply upon:

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

b. An Administrative Hearing Officer's finding that Vendor violated the terms and conditions of this Agreement or federal and state of Florida statutes, regulation, rules, policies, or procedures governing the WIC Program pursuant to 7 C.F.R. § 246.12(h)(3); or

c. An appellate court's final determination regarding an Administrative Review Official's finding, imposition of sanction, or termination of this Agreement.

Q. Disqualification:

1. Grounds for Disqualification: Vendors will be disqualified and this Agreement terminated as a result of violations specified in Attachment 1 to this Agreement and in 7 C.F.R. § 246.

2. After the Department has completed its evidence collection, Vendor will be notified of the Department's intent to disqualify Vendor from participation in the WIC Program for a stated period of time allowed under 7 C.F.R. part 246 and this Agreement. Upon Vendor's disqualification from the WIC Program, this Agreement will be terminated.

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

4. Civil Money Penalty: A civil money penalty will be imposed in lieu of disqualification and termination upon the Department's determination that:

a. Vendor disqualification would result in inadequate WIC Program Participant access, such access being lack of other WIC Vendors located within five miles of the subject Vendor;

b. That the penalty has been correctly calculated pursuant to the formula established in 7 C.F.R. § 246.12(l)(1)(x)(A)-(C);

c. If the assessment is a second civil money penalty, the Department will double the original penalty; and

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

R. Payment of Civil Money Penalty: The payment of the civil money penalty may be in installments upon the Department's approval. Failure to pay a civil money penalty in full will result in Vendor's disqualification from the WIC Program and termination of this Agreement.

S. Claims Assessed Against Vendors:

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

   a. Overcharges on EBT transactions;

   b. Charging the WIC Program for food not received by a WIC Program Participant;

   c. Allowing the purchase of ineligible foods or substitutions for foods on a WIC EBT card account;

   d. EBT transaction or redemption violations occurring during a Vendor Compliance Review;

   e. An administrative finding of trafficking or illegal sales of WIC EBT cards or card account;

   f. Receiving, transacting, or redeeming WIC EBT cards outside of authorized channels (laundering); or

   g. Failure to provide valid supplier invoices proving sufficient inventory was available on Vendor's sales shelf that support the amount claimed in EBT redemptions Vendor has submitted for payment to the Department.

2. Vendor will be provided an opportunity to justify or correct a Vendor overcharge or other error. Should the Department not approve the justification or correction, Vendor will repay the claim assessed by the Department. Such claims are not subject to administrative review. In addition to denying payment or assessing a claim, the Department may sanction the Vendor for Vendor overcharges or other errors in accordance with the Department's sanction schedule.

3. Recoupment of payments by the Department in excess of Vendor Peer Group competitive MARL price will be accomplished during the following month and

repaid as a condition of this Agreement. Such claim is not subject to administrative review.

4. Claims for repayment may be collected by the Department by:

   a. Written request for repayment to Vendor specifying repayment;

   b. Offsetting the claim or recoupment against current and subsequent amounts to be paid to Vendor; or

   c. Assignment to a debt collection service if not paid within thirty days of the demand date.

T. SNAP Civil Money Penalty:

1. The WIC Program:

   a. May disqualify a Vendor that has been assessed a civil money penalty in lieu of other penalty in SNAP because of a hardship; or

   b. Will assess a civil money penalty consistent with 7 C.F.R. § 246 when the WIC Program determines disqualifying a specific Vendor would result in inadequate WIC Program Participant access.

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

U. Department Authority to Seek Other Actions at Law:

1. The WIC Program sanctions for Vendor Violations will not be construed as excluding or replacing any criminal or civil sanctions or other remedies that may be applicable under any federal or state of Florida statute, local ordinance, or this Agreement.

2. The 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.

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

V. Prosecution for Fraud or Abuse:

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

2. Under the Child Nutrition Act of 1966, as amended, and WIC Program regulations, those who have willfully misapplied, stolen, or fraudulently obtained WIC Program funds will be subject to a fine of not more than $25,000.00 or imprisonment for not more than five years or both, if the value of the funds is $100.00 or more. If the value is less than $100.00, the penalties are a fine of not more than $1,000.00 or imprisonment for not more than one year, or both.

3. Vendors convicted of a pattern of trafficking or illegal food sales or selling firearms, ammunition, explosives, or controlled substances as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802) in exchange for WIC EBT cards will be permanently disqualified from the WIC Program.

    a. Vendors will not receive any compensation for revenue lost as a result of such violation; and

    b. 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:

        1) Disqualification of Vendor would result in inadequate WIC Program Participant access; or

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

W. Program Application:

1. A Vendor application will be required for participation in the WIC Program from:

    a. A new owner of Vendor's business who wishes to participate as a WIC Vendor;

    b. A Vendor who is disqualified after Vendor's period of disqualification has expired; or

    c. A current WIC Vendor in good standing wishing to continue as a WIC Vendor after expiration of its current WIC vendor agreement.

2. WIC Vendor application:

    a. The Department's Vendor selection criteria and Vendor limiting criteria in effect at the time of application or re-application will apply to:

        1) A new Vendor's application;

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

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

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

3. Vendor Selection Criteria:

    a. The Department may reassess Vendor's compliance with the Then Current Vendor selection criteria and current updated Vendor Peer Group prices at any time during this Agreement.

b. The Department may terminate this Agreement if Vendor fails to meet the Then Current Vendor selection criteria or current updated Vendor Peer Group prices.

X. Confidential Information:

1. WIC Program Participant Information:

a. Any information about a WIC Program Participant and their involvement with the WIC Program, whether obtained from the WIC Program participant or another source, that identifies a WIC Program Participant individually or anyone authorized to act on behalf of the WIC Program Participant is confidential regardless of its original source and exclusive of previously applicable confidentiality provided under federal or state of Florida law. Such information will only be disclosed to persons directly connected with the administration, delivery or enforcement of the WIC Program, the Department, and those Vendor designates as having a need to know for WIC Program operation and payment purposes.

b. Such information will 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.

2. Vendor Information:

a. Vendor information obtained from any source that individually identifies Vendor is considered confidential except for Vendor's name, address, telephone number, website address, e-mail address, store type, and authorization status. Except as otherwise provided in 7 C.F.R. § 246.26(e), such information will be restricted from disclosure to the public.

b. Portions of Vendor selection criteria are confidential pursuant to WIC Program requirements.

c. WIC Vendor redemption data that specifically identifies redemptions combined with the Vendor's single identifying data is here by declared and will be maintained as a trade secret pursuant to sections 381.83 and 812.081(1)(c), Florida Statutes. 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.

Y. General Provisions:

1. Survival of Covenants and Agreements:

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

Compliance with these terms is a precondition to future participation as a WIC Vendor.

b. The obligations of the Vendor and Vendor's Responsible Principal or Responsible Individual will survive the period of this Agreement subsequent to the imposition of any WIC sanction.

2. Records Retention and Audit:

a. Vendor will retain all records and accounts required under the terms of this Agreement.

b. Vendor will be subject to all requirements for restitution or repayment resulting from an audit or investigation of Vendor's records and accounts for a period of three years after December 31 of the year this Agreement expires is terminated for whatever reason.

c. Public Records: Vendor will keep and maintain public records, as defined by Chapter 119, Florida Statutes that are required by the Department to perform the services required by this Agreement. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure are not disclosed, except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the public records to the Department. Upon completion of the Agreement, transfer to the Department at no cost, all public records in possession of Vendor or keep and maintain public records required by the Department to perform the Agreement services. If Vendor transfers all public records to the Department upon completion of the Agreement, Vendor will destroy any duplicate public records that are exempt or confidential and exempt. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request of the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. The Department may unilaterally terminate this Agreement if Vendor refuses to allow access to all public records made or maintained by Vendor in conjunction with this Agreement, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this Agreement, contact the custodian of public records at (850)245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.

d. Cooperation with Inspectors General: To the extent applicable, Vendor acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.

3. Governing Law and Venue:

a. This Agreement will 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 the application of state or federal law to any dispute between the Parties will be Leon County, Florida to the exclusion of all other courts and jurisdictions. Any action regarding this Agreement will be brought to the Department for an administrative hearing that will be conducted in Leon County, Florida to the exclusion of all other courts and jurisdictions. In accordance with section 120.68(2)(a), Florida Statutes, any appeal of a Final Order will be to the First District Court of Appeal, in Leon County, Florida or where a party resides or as otherwise provided by law.

4. Administrative Review and Hearing:

a. Vendors who choose to seek an Administrative Review of an adverse ruling under the terms of this Agreement will 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. Administrative hearings will be conducted pursuant to sections 120.569, 120.57, and 120.80(15), Florida Statutes, and 7 C.F.R. §§ 246.18(a)(3)(i) and 246.18(b).

c. The Department will appoint an impartial Hearing Officer pursuant to section 120.80(15), Florida Statutes, and 7 C.F.R. § 246.18(b).

d. Actions listed in 7 C.F.R. § 246.18 will not be subject to appeal.

5. Compliance with Applicable Laws: If any provision of this Agreement is held to be invalid under any applicable statute or rule of law, such provision, or portion thereof, is to that extent deemed to be omitted and the remaining provisions of this Agreement will remain in full force and effect.

6. Assurance of Civil Rights Compliance: Vendor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency” (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 *et seq.*); and FNS directives and guidelines to the effect that no

person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

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

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

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

7. Non-assignability: Neither this Agreement nor performance under this Agreement will be assigned. The Department will immediately terminate this Agreement upon notification of change in ownership.

8. Non-Waiver: The Department's failure to enforce at any time any provision of this Agreement, WIC Program policy, or the provisions of 7 C.F.R. § 246 does not constitute a waiver of that provision of this Agreement or of any other provision of this Agreement, WIC Program policy, or the provisions of 7 C.F.R. § 246.

9. Remedies Cumulative: The remedies provided in this Agreement will be cumulative and the assertion by any party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

10. Successors and Parties in Interest: This Agreement will be binding on and inure to the benefit of the Parties to it and their successors, provided no assignment will relieve the assigning party of its obligations under this Agreement.

11. Conflict Between this Agreement and Federal Program Requirements:

    a. The terms of this Agreement will govern the conduct of the Parties;

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

12. Independent Contractors: The Parties hereto are independent contractors with respect to each other, and nothing contained herein will be construed to create the relationship of an employee/employer, joint venture, partnership, or association between the Parties.

13. Entire Agreement: This Agreement constitutes the entire Agreement between the Parties and supersedes any prior or contemporaneous understanding or agreement with respect to the transactions contemplated.

14. Amendments:

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

    b. Multiple locations:

        1) Locations may be added to Attachment 2 through amendment of this Agreement and will be subject to the same terms of this Agreement. Any such amendment will not affect any other location specified in Attachment 2 or their obligations under this Agreement.

        2) Locations may be deleted from Attachment 2 through amendment of this Agreement. Any such amendment will not affect any other location specified in Attachment 2 or their obligations under this Agreement.

15. E-Verify: Pursuant to section 448.095(2), Florida Statutes, every public employer, contractor, or subcontractor, must register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1),

Florida Statutes shall terminate the contract with the person or entity. For purposes of this provision, all references to "contractor" mean "vendor".

16. Cooperation with the Florida Senate and the Florida House of Representatives: Pursuant to section 287.058(7), Florida Statutes, Vendor agrees to disclose any requested information, relevant to the performance of this Agreement, to members or staff of the Florida Senate or the Florida House of Representatives, as requested. Vendor is strictly prohibited from enforcing any nondisclosure clauses that conflict with this requirement.

By the below signature, the undersigned warrants and affirms that they have read this entire Agreement, and that understand and accept the requirements herein.

Bravo Supermarket (Print) Store Name	M1 5100 CORP. (Print) Complete Name of Corporation, Partnership, Limited Partnership or Sole Proprietorship
5100 Lake Worth Road (Print) Store Street Address	411 Arabian Road (Print) Mailing Address of Owner
Greenacres Palm Beach FL 33463 (Print) City County State Zip	Palm Springs Palm Beach FL 33461 (Print) City County State Zip
5100 Lake Worth Road (Print) Store Mailing Address	47-3342493 Federal Employer Identification Number (FEID)
Greenacres Palm Beach FL 33463 (Print) City County State Zip	_____ Authorized Signature
561-434-2870 Store Telephone Number	Mirna Beltre - President (Print) Name and Title of Authorized Representative
	_____ Date Signed

DO NOT WRITE BELOW THIS LINE – FOR DEPARTMENT USE ONLY

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

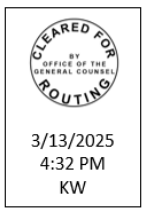
The undersigned Department Representative is authorized to execute this Agreement with WIC Vendors. The Department agrees to the terms of the Agreement and grants Vendor authority to participate as a Vendor in the WIC Program consistent with the terms of the Agreement.

_____
Signature

Laura Corbin, MPH
Printed Name

Director, Division of Community Health Promotion
Title

_____
Date



Item	WIC Vendor Agreement, Attachment 1 **WIC PROGRAM VIOLATIONS** Will Include those stated in 7 C.F.R. § 246	**Period of Disqualification**
	AN ADMINISTRATIVE OR CRIMINAL CONVICTION OF:	
1.	A pattern of trafficking in WIC EBT cards or selling firearms, ammunition, explosives, or controlled substances (defined in § 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 C.F.R. § 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 WIC authorized supplemental food item which exceeds the store's documented inventory of that WIC Authorized 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 WIC Authorized Supplemental Food Item not received by the WIC Program 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 WIC Authorized Supplemental Food Items 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 C.F.R. § 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 will 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 Authorized Supplemental Food Items from wholesalers and other suppliers.	1 year
16.	Requiring WIC Program 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 WIC Authorized Supplemental 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 of Florida regulations and rules.	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 WIC Program Participant's name or WIC identification number after a WIC EBT card is transacted by or on behalf of a WIC Program Participant for which payment has been denied by the WIC Program.	1 year

32.	Use or disclosure of confidential WIC Program 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 WIC 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 average amount of $1,500.00 or more per month or chain fails to file redemptions in the average amount of $1,500.00 or more per month for its stores for twelve consecutive months beginning upon execution of the WIC Vendor Agreement.	1 year
35.	Vendor fails to provide the Department authorization to obtain required tax records such as DR-15 or Form DR 841, 842, or 843.	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 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
38.	A pattern of violations in compliance reviews, invoice audits, compliance buys and Mandatory Minimum Inventory Requirements	1 year
39.	A pattern of failure to comply with the WIC EBT operating rules, standards, and technical requirements established in the current Operating Rules and the Technical Implementation Guide.	1 year

APPLICABLE STATEMENT OF APPROVED MULTIPLE PHYSICAL ADDRESSES

(Refer to Terms Controlling Agreement and Amendments for Validity)