Appendix A

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PARTICIPATION AGREEMENT FOR MISSOURI WOMEN, INFANTS AND CHILDREN (WIC) PROGRAM-WIC RETAILER AGREEMENT

AGREEMENT NUMBER	RETAILER NUMBER

1. Terms of Agreement

1.1 This agreement is made under the regulations promulgated by the Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program) of the United States Department of Agriculture (USDA), 7 CFR Part 246. This agreement is not a license or a property interest.

1.2 This agreement consists of: (1) this form; and the following, all of which are attached hereto and incorporated by reference as if fully set forth herein: (2) Attachment A-Certifications; (3) Attachment B-Store Locations; and (4) the Terms and Conditions.

1.3 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A.

1.4 This agreement shall be effective from October 1, 2016 through September 30, 2019.

2. Program Compliance

2.1 The Retailer shall review and comply with all provisions of this agreement; the WIC Retailer Manual (including any changes made during the agreement period); the federal WIC regulations, 7 CFR Part 246; and any other applicable laws.

2.1.1 The WIC Retailer Manual is available at http://health.mo.gov/living/families/wic/. The Department will also mail the WIC Retailer Manual to retailers prior to the beginning of each federal fiscal year and upon request.

2.1.2 The Retailer shall comply with the WIC Program nondiscrimination regulation, 7 CFR § 246.12(h)(3)(xxiii), as well as the nondiscrimination provisions contained in the WIC Retailer Manual, Section V.

2.1.3 The Retailer shall maintain its store(s) in compliance with Missouri Food Code sanitation requirements (19 CSR 20-1.025).

2.2 Pursuant to Section III of the WIC Retailer Manual and federal regulations 7 CFR § 246.12(h)(3)(xii) and (i)(3), at least one (1) Retailer representative must attend annual training and instruction on the procedures for the WIC Program put on by the Department or its designee.

2.3 After the Department approves the Retailer for participation in the WIC Program, the Retailer shall continue to meet the retailer selection criteria requirements set out in Section II of the WIC Retailer Manual and 7 CFR § 246.12(g)(3), throughout the agreement period.

2.3.1 To ensure compliance with these requirements, the Department may reassess the Retailer at any time during the agreement period using the selection criteria set out in Section II of the WIC Retailer Manual in effect at the time of reassessment.

2.3.2 As set out in Section II of the WIC Retailer Manual and 7 CFR § 246.12, in order to address inadequate participant access, the Department may, in its sole discretion, make exceptions to the retailer selection criteria.

2.4 Pursuant to Section IV in the WIC Retailer Manual and 7 CFR § 246.12(l), failure to comply with all program requirements will result in the Department terminating the Retailer agreement.

3. Program Operations. The Retailer shall:

3.1 Provide approved WIC food items for Missouri WIC Program participants in accordance to the WIC Retailer Manual.

3.2 Accept total responsibility for program operations for all store locations listed on Attachment B.

3.2.1 If a Retailer requests to add or remove any individual store locations, the request shall be subject to the same review procedures, as outlined in Section II of the WIC Retailer Manual, as single location applicants, and the additions/removals shall be effective upon the Retailer and the Department signing a replacement agreement.

3.3 Purchase additional WIC Retailer Stamps as needed per the procedures set out in Section IV of the WIC Retailer Manual.

3.4 Purchase infant formulas from authorized or licensed manufacturers, distributors, wholesalers, or WIC authorized retailers, and make the infant formulas available to WIC Program participants, as outlined in the WIC Retailer Manual Section II and 7 CFR § 246.12(g)(11).

3.4.1 The list of authorized or licensed manufacturers, distributors, wholesalers, or WIC authorized retailers can be found at: http://health.mo.gov/living/families/wic/wicvendor.

3.4.2 The Department may exclude or include any authorized or licensed manufacturers, distributors, wholesalers, or WIC authorized retailers from this list at its sole discretion.

3.5 Maintain a minimum stock (quantity and variety) of WIC-approved foods on its store shelves at all times, including before, during, and after heavy volume of WIC redemption activity, as required by Section VI of the WIC Retailer Manual.

3.6 Clearly mark or post current prices of all WIC-approved food items using WIC shelf tags that have been provided or approved by the Department.

3.7 Not display shelf tags, markers, channel strips, or shelf talkers with a service mark that endorses a specific food or brand of WIC-approved food items.

3.8 Display the store business hours and WIC Program door decals on all entrances to the Retailer's business(es).

3.9 Display only WIC Program door decals that have been provided by the Department.

3.10 Provide WIC Program participants only with WIC-approved foods as issued on the WIC food instrument in the specified quantities.

3.11 Not provide any unauthorized food items, non-food items, cash, or credit in exchange for WIC food instruments.

3.12 Ensure that WIC Program participants do not exchange foods purchased with WIC food instruments for cash or other merchandise, even if it is a WIC-approved food.

3.13 Ensure that its store personnel are familiar with and comply with the substitution and exchange procedures outlined in Section III of the WIC Retailer Manual.

3.14 Inform and train cashiers and other staff involved with transactions, stocking, or redemption of WIC food instruments, on all WIC Program requirements.

3.14.1 The Retailer shall be accountable for all actions of owners, officers, managers, agents, and employees involved in the handling of WIC food instruments.

3.15 Allow WIC Program participants to exchange WIC-approved foods and formula that are defective, spoiled, expired, or otherwise unfit for consumption for identical food items that are not defective, spoiled, expired, or otherwise unfit for consumption.

3.16 Ensure that the packaging of all WIC-approved food is in good condition and protects the integrity of the contents, so that the food is not exposed to adulteration or potential contaminants.

3.16.1 The Retailer shall not sell any WIC-approved food during a WIC Program transaction that is beyond the date imprinted on the product packaging by the product's manufacturer or packager.

3.17 Allow the WIC Program participant to purchase any brand of WIC-approved food issued on the WIC food instrument, unless the WIC food instrument specifies a particular brand.

3.18 Ensure that the Retailer does not use the WIC acronym, or close facsimiles, in its name.

3.19 Ensure that the Retailer is not including the WIC Acronym or the WIC logo in its advertising or other promotional materials.

3.20 Ensure that it offers all WIC Program participants the same courtesies, such as incentive items, as it does to other customers.

3.21 Ensure that the Retailer is not offering incentive items solely to WIC participants.

4. **Payment and Food Instruments**. The Retailer shall:

4.1 Charge a price for WIC-approved food items that is equal to or less than the price the Retailer charges to non-WIC Program participants.

4.2 Not charge State or local taxes on purchases made with WIC food instruments.

4.3 As outlined in Section III of the WIC Retailer Manual, not charge the WIC Program participant any cash or credit for the WIC-approved food items except as allowed during a Cash Value Voucher (CVV) redemption .

4.4 Not give cash back to the WIC Program participant as required by Section III of the WIC Retailer Manual and federal regulations 7 CFR § 246.12(3)(ii) and 7 CFR § 246.12(3)(xi).

4.5 Ensure that its store personnel properly complete and submit WIC food instruments for payment according to the procedures outlined in Sections III and IV of the WIC Retailer Manual.

4.6 Not issue any rain checks, due bills, credit slips, or any similar type billing to a WIC Program participant, parent, guardian of infant or child participant, or their authorized proxy for WIC approved food, as required by Section III of the WIC Retailer Manual and 7 CFR § 246.12(3)(ii).

4.7 As outlined in Section IV of the WIC Retailer Manual and 7 CFR § 246.12(h)(3)(x), not seek: a) restitution from WIC Program participants for WIC food instruments not paid, in part or in full, by the Department; b) refunds requested due to overcharge; or c) any other WIC food instrument discrepancies that have caused the WIC food instrument to be rejected or adjusted for payment.

4.8 Transact only properly issued Missouri WIC food instruments only from WIC Program participants, parents or guardians of infant or child participants, or their authorized proxies.

4.9 Transact a WIC food instrument only within the "FIRST-DATE-TO-USE" through the "LAST-DATE-TO-USE" as specified on a WIC food instrument.

4.10 Submit the WIC food instrument to the Department for payment in the manner instructed by the Department in Section IV of WIC Retailer Manual within sixty-days (60) from the "FIRST-DATE-TO-USE".

4.10.1 In the event of termination or expiration of this agreement, the Retailer must submit any unpaid WIC food instruments to the Department for payment within five (5) business days from the date of the termination or expiration date.

4.10.2 The Department is not obligated to pay WIC food instruments transacted or redeemed by the Retailer outside of these timeframes.

4.11 Allow the purchase of the full amount of WIC-approved food issued on the WIC food instrument even if the amount of sale exceeds the maximum amount of the WIC food instruments.

4.12 Ensure that its store personnel record the total purchase price on the WIC food instrument and that the total purchase price includes only the foods provided for by the WIC food instrument that were actually purchased by the WIC Program participant.

4.13 Ensure that its store personnel enter the total purchase price on the WIC food instrument prior to obtaining the signature of the WIC Program participant, parent or guardian of infant or child participant, or their authorized proxy.

4.14 Not accept pre-signed WIC food instruments except as outlined in Section III of the WIC Retailer Manual.

4.15 Ensure the WIC Program participant, parent or guardian of infant or child participants, or their authorized proxy signs the WIC food instrument in the presence of the cashier. At the end of each transaction, cashiers must verify that the signature on the WIC food instrument matches one of the authorized signatures found on the WIC Program participant's identification folder. WIC food instrument checkout procedures are outlined in Section III of the WIC Retailer Manual.

4.16 Ensure that its store personnel require the WIC Program participant, parent or guardian of infant or child participants, or their authorized proxy to present a signed WIC Program identification folder at the beginning of the transaction. If the WIC participant identification folder is not signed by the WIC Program participant, parent or guardian of infant or child participants, or their authorized proxy; the authorized Retailer may ask the WIC Program participant, parent or guardian of infant or child participants, or their authorized proxy for photo identification in the form of a Missouri identification card or driver's license. Further information regarding the WIC participant identification folder can be found in Section III of the WIC Retailer Manual.

5. Monitoring and Records. The Retailer shall:

5.1 Maintain inventory records to verify billings made for all WIC food items purchased. This must include, but is not limited to, inventory records required for Federal tax reporting purposes.

5.1.1 The Retailer must retain all sales receipts for transacted WIC food instruments during the current agreement period, for a period of three (3) years after final payment or the completion of an audit, whichever is later.

5.1.2 Upon request, the Retailer must make available to representatives of the Department, USDA, and the Comptroller General of the United States, all WIC food instruments and sales receipts in the Retailer's possession and all other WIC program-related records.

5.2 Submit to the Department, on a quarterly basis and as requested by the Department, the Quarterly Food Price Survey form containing the Retailer's shelf prices for WIC-approved foods.

5.3 Submit to the Department, within the timeframes outlined in Section II of the WIC Retailer Manual, information requested by the Department regarding retailer sales, including, but not limited to: a) annual income tax information; b) sales receipts; c) gross sales; d) food sales; e) Supplemental Nutrition Assistance Program (SNAP) sales; f) food price and stock list; g) sales or financial statements; and h) reports or other records sufficient for establishing gross sales, food sales, and SNAP sales information.

5.3.1 Failure to submit requested documents or providing false information will result in the Department terminating this agreement.

5.4 Be monitored by the Department or its authorized representatives for compliance with this agreement and the WIC Retailer Manual, including but not limited to, inventory and receipt desk audit monitoring.

6. The Department

6.1 Will provide guidance and training to the Retailer concerning WIC approved foods, the WIC Retailer Manual, and the federal WIC Program regulations, 7 CFR Part 246.

6.2 Will assess, categorize, and treat each store location individually instead of assessing, categorizing, and treating multiple store locations as one unit.

6.3 Will provide WIC Retailer Stamps for check endorsements upon initial authorization of WIC retailers and/or store locations.

6.4 Will process, reject, and/or return WIC food instruments as outlined in Section IV of the WIC Retailer Manual.

6.5 May exclude or include any authorized or licensed manufacturers, distributors, wholesalers, or WIC authorized retailers from this list at its sole discretion, and will notify retailers of any exclusions or inclusions.

6.6 Will pay the Retailer upon receipt of validly transacted and redeemed WIC food instruments for food costs incurred in providing WIC-approved foods to WIC Program participants.

6.7 Will not pay WIC food instruments not submitted after sixty (60) days from the “FIRST-DATE-TO-USE” stated on the WIC food instrument.

6.8 Will deny payment, either partially or fully, to a Retailer for improperly transacted or redeemed WIC food instruments; or may submit a claim to Retailer for payments already made on improperly transacted WIC food instruments; or may offset future payments for the claim.

6.8.1 Pursuant to 7 CFR § 246.12(h)(viii),(ix) and(k), the Department has the right to demand refunds for charges of more than Retailer’s actual selling price and shall deny payment to a Retailer for more than the price limitations of the WIC food instrument.

6.8.2 As set forth in Section IV of the WIC Retailer Manual and 7 CFR § 246.12(k)(3), the Department will provide the Retailer with an opportunity to justify or correct a claim, a demand for refund, or a denial of payment for fatal or non-fatal WIC food instrument errors.

6.9 Will monitor the Retailer and provide written notification of compliance and non-compliance observations involving the Retailer, as outlined in Section V of the WIC Retailer Manual. The Department will take action based on the violations, including, but not limited to, sanctions or disqualification from the WIC Program.

6.10 May authorize special exceptions to WIC Program rules and procedures involving unique circumstances; however, such exceptions shall not be effective until the Retailer receives written notification from the Department.

7. Amendments, Sanctions, Termination, and Disqualification

7.1 Either party may terminate this agreement with or without cause by providing a thirty (30) days' prior written notice to the other party.

7.2 The Retailer shall give sixty (60) days' prior written notice to the Department of ownership changes, changes in the authorized store type, changes in the store name, when it ceases operations, or when Retailer relocates to another site.

7.2.1 Upon notification, the parties will amend this agreement in writing, if applicable, to reflect the changes.

7.2.2 This agreement is null and void if the store name, ownership, location, or agreement category of the store changes.

7.3 The Department may disqualify or impose other sanctions against a Retailer in accordance with the sanction policy in Section V of the WIC Retailer Manual.

7.3.1 If the Retailer fails to purchase infant formulas from authorized or licensed manufacturers, distributors, wholesalers, or WIC authorized retailers, as required by section 3.4 of this agreement, the Department will issue a violation to the Retailer as outlined in Section V of the WIC Retailer Manual.

7.4 The Department will terminate the retailer agreement and the Retailer's participation from the WIC Program under the following circumstances:

7.4.1 The Department will immediately terminate this agreement if it determines the Retailer has provided false or misleading information when applying for this or other agreements with the Department.

7.4.2 The Department will immediately terminate this agreement and disqualify the Retailer for one (1) year if it determines the Retailer has a pattern of submitting previously rejected WIC food instruments for payment that have been altered or are a result of findings from a WIC sales receipt audit during the period the Retailer is under Agreement.

7.4.3 The Department will terminate this agreement if it identifies a conflict of interest between the retailer and the Department or local WIC providers, as defined in Section II of the WIC Retailer Manual; federal WIC regulations, including 7 CFR § 246.12(h)(3)(xx); and any applicable State laws.

7.5 Upon termination of this agreement, the Retailer must return to the Department any and all WIC Retailer Stamps.

7.6 The Department may disqualify the Retailer from the WIC Program if the Retailer is disqualified from the Supplemental Nutrition Assistance Program (SNAP);

7.6.1 The length of such disqualification from the WIC Program shall correspond to the period of the SNAP disqualification, but may begin at a later date than the SNAP disqualification.

7.6.2 If the Department determines that WIC Program disqualification of a Retailer due to a SNAP disqualification would result in inadequate WIC Program participant access to WIC-approved foods, the Department will assess a Civil Money Penalty to the Retailer in lieu of disqualification; however, the Department will not issue a Civil Money Penalty in lieu of disqualification for the Retailer's third or subsequent sanction.

7.6.3 If the Retailer is disqualified from the WIC Program, it could also be disqualified from SNAP.

7.6.4 Reciprocal disqualifications are not subject to administrative or judicial review.

7.7 If the Department terminates or disqualifies the Retailer from WIC program participation for failure to comply with this agreement, the WIC Retailer Manual, and/or all applicable laws, the Department will also terminate this Retailer agreement. To become an authorized WIC Retailer again, the Retailer will have to reapply.

7.8 If the Department terminates or disqualifies any individual stores, the Department will provide the retailer with fifteen (15) days' prior written notice, unless federal WIC Program regulations require immediate termination or disqualification.

7.9 The Retailer may appeal a denial of an application, termination for cause, disqualification or other WIC Program sanctions by the Department as set forth in Section II of the WIC Retailer Manual.

7.10 If a Retailer commits fraud or abuse of the WIC Program, the Department may refer the Retailer to Federal, State, and/or local authorities that may prosecute the Retailer under applicable Federal, State and local laws.

7.10.1 Retailers that have willfully misapplied, stolen, or fraudulently obtained program funds totaling $100 or more will be subject to a fine of not more than $25,000 or imprisonment for not more than five (5) years or both. If the Retailer misapplied, stole, or fraudulently obtained program funds totaling less than $100, the Retailer will be subject to a fine of not more than $1,000, imprisonment for not more than one (1) year, or both.

PROVIDER NAME (PLEASE TYPE)	PAYMENT MAILING ADDRESS (STREET, CITY, STATE, ZIP)	
NAME OF AUTHORIZED REPRESENTATIVE		
SIGNATURE OF PROVIDER OR REPRESENTATIVE DATE	E-MAIL ADDRESS	
FEDERAL TAX I.D. OR SOCIAL SECURITY NO.	STATE LICENSE NO. (NOT APPLICABLE FOR THIS AGREEMENT)	TELEPHONE NUMBER
PROVIDER ENROLLMENT APPROVED		
MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF ADMINISTRATION DIRECTOR OR DESIGNEE	TITLE **Director or Designee, Division of Administration**	DATE

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the System of Award Management (SAM) https://www.sam.gov; or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations.

The Contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

CERTIFICATIONS AND SPECIAL PROVISIONS

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

6.1 The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) which prohibit discrimination on the basis of disabilities;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

CERTIFICATIONS AND SPECIAL PROVISIONS

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a Contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PARTICIPATION AGREEMENT FOR
MISSOURI WOMEN, INFANTS AND CHILDREN
WIC PROGRAM-WIC RETAILER AGREEMENT

ATTACHMENT B

AGREEMENT NUMBER	AMENDMENT NUMBER
WIC	

CATEGORY OF FOOD PACKAGE AUTHORIZED

Each of the following store locations operated by Retailer have met the qualifications to be a WIC Retailer and are included in the WIC RETAILER AGREEMENT to which this document is attached, with the indicated CATEGORY OF FOOD PACKAGE AUTHORIZED for each location as shown.

[Note: STORES BELONGING TO RETAILER THAT ARE NOT LISTED BELOW MAY NOT REDEEM WIC FOOD INSTRUMENTS. STORES THAT ARE RELOCATED TO ANOTHER ADDRESS MUST BE RE-AUTHORIZED THROUGH THE STATE WIC PROGRAM.]

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.