



**MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
MISSOURI WOMEN, INFANTS AND CHILDREN (WIC) PROGRAM
RETAILER AUTHORIZATION AGREEMENT**

1. This participation agreement is entered into by the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor/Retailer). This agreement shall consist of: (1) this participation agreement, (2) Attachment A – Certification, (3) Attachment B – Authorized Store Listing and (4) the Terms and Conditions, attached hereto. By signing below the Contractor and Department agree to all the terms and conditions set forth in this agreement.

2. The purpose of this agreement is to authorize state retail stores, who meet the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) program criteria and guidelines, to accept and transact Women, Infants, and Children food instruments.

3. This agreement shall be effective October 1, 2019 or the date of the Department’s authorized representative signature, whichever is later through September 30, 2022.

4. To the extent that this agreement involves the use, in whole or in part, of federal funds, the signature of the Contractor’s authorized representative on the agreement signature page indicates compliance with the Certifications contained in Attachment A as attached hereto and incorporated by reference as if fully set forth herein.

AGREEMENT NUMBER	AMENDMENT NUMBER	VENDOR NUMBER
CONTRACTOR NAME (PLEASE PRINT/TYPE)		DOING BUSINESS AS (DBA) NAME
NAME OF AUTHORIZED REPRESENTATIVE		PAYMENT MAILING ADDRESS
FEDERAL TAX I.D. OR SOCIAL SECURITY NUMBER		CITY, STATE, ZIP
TELEPHONE NUMBER		E-MAIL ADDRESS
SIGNATURE OF CONTRACTOR OR REPRESENTATIVE		DATE
MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF ADMINISTRATION DIRECTOR OR DESIGNEE		DATE

5. The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 5.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - 5.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 5.3 Taxes (e.g., city/county/state/federal)
 - 5.4 State and local certifications (e.g., professions/occupations/activities)
 - 5.5 Licenses and permits (e.g., city/county license, sales permits)
 - 5.6 Insurance (e.g., worker's compensation/unemployment compensation)
6. Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Women, Infants, and Children Nutrition Services
Program Contact: WIC Retailer Manager
Address: 930 Wildwood Drive, Jefferson City, MO 65109
Phone: 573-751-6204
Email: MOWOCVendorGroup@health.mo.gov
7. Terms of Agreement
 - 7.1 This agreement is made under the regulations promulgated by the WIC program of the United States Department of Agriculture (USDA), 7 CFR § Part 246. This agreement is not a license or a property interest. This agreement is non-transferable and shall become void upon change of ownership.
 - 7.2 According to the Healthy, Hunger-Free Kids Act of 2010, the USDA mandated that all WIC state agencies implement electronic benefit transfer (EBT) systems of WIC by October 1, 2020. As Missouri is currently in the process of implementing electronic WIC (eWIC), this agreement contains information for the current paper check food instrument (FI) system of WIC and the future electronic system.
8. Definitions
 - 8.1 Acknowledgement File – The file that indicates the disposition to the file sender. A file may be rejected for transmission errors, claim file errors, or accepted for processing.

Individual claim detail records may be rejected and the claim amounts for claim files and individual claim detail records accepted for processing may be adjusted.

- 8.2 Approved Product List (APL) – Electronic list of Missouri authorized WIC food identified by a unique product identifier such as a Universal Product Code (UPC) or Price Look-Up (PLU) code.
- 8.3 Auto Reconciliation File (ARF) – A file created by the eWIC processor that reconciles a retailer’s claim file of individual WIC transactions. It provides the retailer the actual amount of claims paid by WIC including detailed payment and adjustment information at the UPC level.
- 8.4 Certification of Point of Sale (POS) Equipment – Whether a retailer is operating an integrated or stand-beside register system, the system must pass certification in order for the retailer to become an authorized WIC retailer. The certification consists of a series of testing scripts to test how the system handles transactions and verify the system is using Missouri’s APL. The system must also comply with WIC Electronic Benefit Transfer (EBT) operating rules, standards, and technical requirements such as those in the Technical Implementation Guide (TIG) published by the United States Department of Agriculture and available at <https://www.fns.usda.gov/wic/wic-electronic-benefits-transfer-ebt-guidance>.
- 8.5 Cash Value Benefit (CVB) – A fixed-dollar benefit amount issued onto the eWIC card for a WIC participant to obtain authorized fruit and vegetables.
- 8.6 Cash Value Voucher (CVV) – WIC food instrument issued to a participant to purchase authorized fruit and vegetables.
- 8.7 Electronic Benefit Transfer (EBT) – A payment method that permits electronic access to WIC food benefits using a card. The Missouri WIC program refers to this as electronic WIC (eWIC) as further defined herein.
- 8.8 EBT (eWIC) Capable – Retailer demonstrates that their cash register system or payment device can accurately and securely obtain WIC food balances associated with an eWIC card, maintain the necessary files such as the APL, hot card file, and claim file, and successfully complete eWIC purchases.
- 8.9 Electronic Cash Register (ECR) – A type of cash register used by retailers with an integrated system to accept eWIC transactions as well as other transaction types, such as cash, credit, or debit.
- 8.10 electronic WIC (eWIC) – WIC Smart Card processing using a debit-type card that has a computer chip embedded on the card. The card allows a WIC participant to obtain food benefits by using the card and a personal identification number (PIN) at authorized

retailers. All transactions are processed between the Smart Card and the Smart Card reader, or payment terminal, in conjunction with the authorized WIC retailer's Point of Sale (POS) system using Missouri's APL and the food benefits stored on the chip.

- 8.11 Food Instrument (FI) – A voucher, check, electronic benefits transfer (EBT) card, coupon, or other document which is used by a participant to obtain supplemental foods.
- 8.12 Food and Nutrition Service (FNS) – The division of the United States Department of Agriculture (USDA) responsible for oversight of the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) at the national and regional levels.
- 8.13 Full Mapping – The matching (linking) of product identification numbers utilized by an authorized WIC retailer for fresh fruit and vegetables on a one-to-one basis to the list of fresh fruit and vegetables on Missouri's APL.
- 8.14 Hot Card – An eWIC card that has been invalidated for any reason including being reported lost or stolen, or a result of an administrative action by the Missouri WIC program.
- 8.15 Hot Card List (HCL) – A file containing the primary account number (PAN) of any eWIC card which has been invalidated.
- 8.16 Integrated POS System – An all-in-one system that can accept multiple methods of payments and incorporates eWIC functionality into an existing ECR system (i.e., PIN pad, cash register, and back office processing software). This system can ring up WIC approved food and other items together in one transaction and accept multiple payment methods to successfully complete the transaction.
- 8.17 International Federation for Produce Standards (IFPS) – A coalition of fruit and vegetable associations from around the globe that joined together in 2001 as equal partners to pursue the task of introducing a global standard for the use of international Price Look-Up (PLU) numbers.
- 8.18 Mixed Basket Transaction – An eWIC transaction that includes WIC and non-WIC items and, therefore, requires more than one tender type.
- 8.19 Not To Exceed (NTE) – An FNS-approved cost containment methodology whereby authorized WIC retailers are subject to price limitations, and the maximum amount that the Missouri WIC program will pay for a specific food item is identified by its UPC code.
- 8.20 Participant – Income eligible pregnant, postpartum, and breastfeeding women, infants, and children up to the age of five (5) years, who are determined to be at nutritional risk

who are provided specified nutritious food, breastfeeding education and support, nutrition education, and referral services.

- 8.21 Personal Identification Number (PIN) – A four (4)-digit number, selected by the WIC participant, which is required to complete eWIC card transactions.
- 8.22 Point of Sale (POS) device – A physical electronic cash register or dedicated point of sale hardware or terminal used for sales transactions.
- 8.23 Price Look-Up (PLU) – A four (4) or five (5)-digit number defined by the IFPS to identify fresh produce. PLUs are used by a retailer to identify products that typically are of variable measure such as fresh fruit and vegetables.
- 8.24 Primary Account Number (PAN) – A unique identifying number on the front of the Smart Card that identifies the issuing state, program, and the account to whom the card is issued.
- 8.25 Reversal – To partially or completely reverse a sales transaction and return the food benefit(s) back onto the eWIC card.
- 8.26 Smart Card – An eWIC card that has food benefit information stored on an embedded chip.
- 8.27 Standard Bar Code – A printed series of lines of varying width on a container or product that is read by an optical scanner to determine product classification and price.
- 8.28 Stand-Beside POS System – A system (also known as a stand-alone or single function device) that consists of a terminal, barcode scanner, card readers, PIN pads, and printers that operates independently of the retailer’s integrated ECR system.
- 8.29 Systematic Review – A review of electronic WIC transactions by the WIC state agency or its representatives to monitor retailer sales activity in order to determine potential program violations.
- 8.30 Universal Product Code (UPC) – A product identification number and barcode system that uniquely identifies items sold by retailers. The numbers shown in the barcode are entered on the APL file to identify authorized WIC food items.
- 8.31 Void – The cancellation of a sales transaction before the transaction is completed. A voided transaction shall not be used to return or provide credit for WIC food items.
- 8.32 Women, Infants, and Children (WIC) – The Special Supplemental Nutrition Program for Women, Infants, and Children that is administered by the United States Department of Agriculture (USDA).

9. Program Compliance
 - 9.1 The retailer shall review and comply with the following provisions of this agreement: the WIC Retailer Manual (including any changes made during the agreement period), the eWIC Retailer Manual (including any changes made during the agreement period), federal WIC regulations, 7 CFR Part § 246, and any other applicable laws.
 - 9.2 The WIC Retailer Manual and eWIC Retailer Manual are available at <http://wic.mo.gov>. The WIC program will also mail the WIC Retailer Manual and eWIC Retailer Manual to retailers as necessary due to program updates and upon request.
 - 9.3 The retailer shall comply with the WIC program nondiscrimination regulation, 7 CFR § 246.12(h)(3)(xxiv), 7 CFR, Subtitle A, parts 15, 15a, and 15b, as well as the nondiscrimination provisions contained in the WIC Retailer Manual and eWIC Retailer Manual, Section V.
 - 9.4 The retailer shall only deny service to WIC participants, parents, caretakers, or proxies due to verbal abuse, physical abuse, or threat of physical abuse to retailer's staff; theft or attempted theft of retailer's items; or abuse of the Supplemental Nutrition Assistance Program (SNAP).
 - 9.5 The retailer shall maintain its store(s) in compliance with Missouri Food Code sanitation requirements (19 CSR 20-1.025).
 - 9.6 Pursuant to Section III of the WIC Retailer Manual, eWIC Retailer Manual, and federal regulations 7 CFR § 246.12(h)(3)(xii) and (i)(3), at least one (1) retailer representative must complete annual training and instruction on the procedures for the WIC program provided by the Department or its designee.
 - 9.7 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, eWIC Retailer Manual, and 7 CFR § 246.12(g)(3) throughout the agreement period.
 - 9.8 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 and eWIC Retailer Manual in effect at the time of reassessment.
 - 9.9 As set out in Section II of the WIC Retailer Manual, eWIC Retailer Manual, and 7 CFR § 246.12 in order to address inadequate participant access, the Department may, at its sole discretion, make exceptions to the retailer selection criteria.

- 9.10 Pursuant to Section V of the WIC Retailer Manual, eWIC Retailer Manual, and 7 CFR § 246.12(l) failure to comply with all program requirements will result in the Department terminating the WIC Retailer Agreement.
- 9.11 The retailer must demonstrate that their cash register system or payment device is eWIC capable. eWIC capable shall mean the WIC retailer demonstrates that their cash register system or payment device can accurately and securely obtain WIC food balances associated with an eWIC card, accurately scan or enter and maintain WIC food item UPC and PLU codes, maintain necessary files such as hot card file and claim file, and successfully complete eWIC purchases. The electronic cash register system, if integrated, must do these eWIC functions while managing WIC and non-WIC items, conducting reversals and voids, applying sales tax for non-WIC items, and a variety of promotions or discounts, as appropriate.
- 9.12 The WIC program may share in the cost of multi-function equipment if the WIC program determines the retailer is necessary for participant access. If the WIC program chooses to enter into a cost sharing agreement, the WIC program may recover a prorated share of the cost of implementation if the retailer is terminated by the WIC program or if the retailer voluntarily terminates its WIC Program Retailer Authorization Agreement.
- 9.13 The retailer shall update software as required as changes occur to the WIC EBT Operating Rules and Technical Implementation Guide (TIG).
- 9.14 EBT (eWIC) capable equipment, either stand-beside or integrated, is required for retailer authorization.
- 9.15 Retailers currently using multi-function, stand-beside devices for eWIC transaction processing may not convert to single-function devices after authorization.
- 9.16 Retailers using stand-beside POS devices are responsible for any damages to the equipment or loss of equipment while it is in their possession. Refer to the eWIC contractor equipment agreement for terms and conditions.
- 9.17 Upon termination of the WIC Retailer Agreement, the retailer using the single-function, stand-beside equipment becomes responsible for any monthly payments incurred until the equipment is returned to the processing (banking) contactor. This includes retailers sanctioned for program violations effective on the date of termination.
- 9.18 Retailers using single-function, stand-beside devices who reapply for authorization at the expiration of this WIC Retailer Agreement will be evaluated to determine if the retailer is necessary for participant access. If a retailer is determined not necessary for participant access, the retailer may convert to multi-function, stand-beside equipment,

or an integrated system, at their own expense, or voluntarily withdraw from the WIC program.

- 9.19 The retailer shall notify the WIC program and eWIC processing contractor within 72 hours of any equipment failure or malfunction of the eWIC stand-beside point of sale device. The Department will provide the retailer with contact information for the eWIC processing contractor.
- 9.20 The retailer shall notify the eWIC processing contractor of any change in bank routing or account number seven (7) business days prior to the effective date of the change. Failure to notify the eWIC processing contractor will result in the non-payment of claim files as of the date of the banking account number change until such time as the bank routing or account number has been received and updated by the eWIC processing contractor.
- 9.21 Third party processing costs, interchange fees, or operating costs for multi-function point of sale devices or systems may not be paid by the WIC program.
- 10. Program Operations. The retailer shall
 - 10.1 Provide approved WIC food items for Missouri WIC program participants in accordance to the WIC Retailer Manual and eWIC Retailer Manual.
 - 10.2 Complete eWIC transactions properly using the processes described in the eWIC Retailer Manual.
 - 10.3 Not conduct WIC transactions in a separate liquor portion of the store or in self-checkout lanes.
 - 10.4 Accept total responsibility for program operations for all store locations listed on Attachment B.
 - 10.4.1 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 and eWIC Retailer Manual, as single location applicants, and the additions or removals shall be effective upon the retailer and the Department signing a replacement agreement.
 - 10.5 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 Section II of the WIC Retailer Manual, eWIC Retailer Manual, and 7 CFR § 246.12(g)(10).
 - 10.5.1 Information regarding authorized or licensed manufacturers, distributors, wholesalers, or WIC authorized retailers can be found at wic.mo.gov.

- 10.6 Maintain a minimum stock (quantity and variety) of WIC approved food items 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 and eWIC Retailer Manual.
- 10.7 Clearly mark or post current prices of all WIC approved food items on the food items, on the shelves in proximity to the food items, or in the immediate area where the food items are stocked in the customer area of the store.
- 10.8 Clearly post current WIC shelf tags, as outlined in the WIC Retailer Manual and eWIC Retailer Manual, that have been provided or approved by the Department.
- 10.9 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.
- 10.10 Display the store business hours on all entrances to the retailer's business(es).
- 10.11 Display only WIC program door decals that have been provided by the Department on all entrances to the retailer's business(es).
- 10.12 Provide WIC program participants with only WIC approved foods as issued on the WIC food instrument in the specified types, sizes, and quantities.
- 10.13 Not provide any unauthorized food items, non-food items, cash, or credit in exchange for the redemption of WIC food instruments.
- 10.14 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.
- 10.15 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 and eWIC Retailer Manual.
- 10.16 Inform and train cashiers and other staff involved with transactions, stocking, redemption of WIC checks, and eWIC card transactions on all WIC program requirements.
 - 10.16.1 Be accountable for all actions of owners, officers, managers, agents, and employees involved in the handling of WIC food instruments.
- 10.17 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.

- 10.18 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.
- 10.18.1 Not sell any WIC approved food during a WIC transaction that is beyond the “best if used by,” “sell by,” “use by”, or other date imprinted on the product packaging by the product’s manufacturer or packager limiting the sale or use of the food item.
- 10.19 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.
- 10.20 Not use the WIC acronym, or close facsimiles, in its name.
- 10.21 Not include the WIC acronym or the WIC logo in its advertising or other promotional materials.
- 10.22 Ensure that it offers all WIC program participants the same courtesies, such as incentive items, as it does to other customers.
- 10.23 Not offer incentive items solely to WIC participants.
- 10.24 Provide the capability for eWIC cardholders to complete a balance inquiry while in the store without requiring a purchase to be made.
- 10.25 Provide necessary receipts for the WIC participant to accept, approve, or reject the eWIC transaction. Retailer personnel shall not accept, approve, reject, or cancel the eWIC transaction for the WIC participant.
- 10.26 Process all transaction types that are required by the WIC program. At a minimum, this includes balance inquiry, purchase, void, and reversal.
- 10.27 Ensure that all UPCs for approved fresh fruit and vegetables are mapped (linked) and identified as WIC eligible in the store’s ECR system.
- 10.28 Ensure that all PLUs for approved fresh fruit and vegetables are identified as WIC eligible in the store’s ECR system.
- 10.29 Comply with the Department’s policies for creating and updating the in-store UPC/PLU category/subcategory table of WIC authorized foods. Failure to comply shall result in the retailer’s financial liability for eWIC sales transactions involving invalid or unauthorized UPC/PLU codes.

- 10.30 Adhere to the IFPS for PLU codes for the purpose of eWIC claim submission. Any fruit or vegetable UPC/PLU reserved for store use must link to an IFPS PLU for the same produce in the WIC EBT Produce List.
- 10.31 Directly incur any additional cost, if using a POS stand-beside device, and the retailer elects to provide eWIC processing capabilities to more lanes than the number required by federal regulations. The retailer must contract with the eWIC processing contractor for any additional equipment and support services.
- 10.32 Have a dedicated phone line if using a stand-beside device POS.
- 10.33 Comply with the terms of the eWIC contractor equipment agreement. (This provision applies to retailers using a stand-beside device(s) only.)
- 10.34 Meet the minimum lane coverage requirements when considered a superstore or supermarket (at least \$2 million annually in food sales). At a minimum, terminals shall be installed for monthly WIC redemption threshold increments as follows: one (1) terminal for \$0 to \$11,000; two (2) terminals for \$11,001 to \$22,000; three (3) terminals for \$22,001 to \$33,000; and four (4) terminals for \$33,001 and above. The monthly redemption levels used for the installation formula shall be the average redemptions based on a period of up to 12 months of prior redemption. 7 CFR § 246.12(z)(2)(i-ii).
- 10.35 Meet the minimum lane coverage requirements when not considered a superstore or supermarket. At a minimum, terminals shall be installed for monthly WIC redemption thresholds as follows: one (1) terminal for \$0 to \$8,000; two (2) terminals for \$8,001 to \$16,000; three (3) terminals for \$16,001 to \$24,000; and four (4) terminals for \$24,001 and above. The monthly redemption levels used for the installation formula shall be the average redemptions based on a period of up to 12 months of prior redemption. 7 CFR § 246.12(z)(2)(i-ii).
- 10.36 Maintain strict confidentiality of all WIC participant data. No information may be provided to any entity without the prior written approval of the WIC program.
- 10.37 Maintain strict confidentiality of all system data (EBT production keys and secret codes covered by this agreement, as well as, the corporate offices and ECR suppliers.) No information may be provided to any person or entity without the prior written approval of the WIC program.
- 10.38 Call the MOWINS Help Desk at 800-554-2544 if any eWIC cards are found in the store or on the store property.
11. Payment and Food Instruments. The retailer shall:

- 11.1 Not charge State or local taxes on purchases made with WIC food instruments.
- 11.2 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 CVV redemption.
- 11.3 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(h)(3)(ii) and 7 CFR § 246.12(h)(3)(ii)(A).
- 11.4 Not charge the WIC program for food not authorized on the WIC food instrument.
- 11.5 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 and Section IV of the eWIC Retailer Manual.
- 11.6 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, eWIC Retailer Manual, and 7 CFR § 246.12(h)(3)(ii)(A).
- 11.7 As outlined in Section IV of the WIC Retailer Manual, eWIC 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.
- 11.8 Transact properly issued Missouri WIC food instruments only from Missouri WIC program participants, parents or guardians of infant or child participants, or their authorized proxies.
- 11.9 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.
- 11.10 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 (60) days from the “FIRST DATE TO USE”.
 - 11.10.1 In the event of termination or expiration of this agreement, the retailer must submit any unpaid WIC checks to the Department for payment within five (5) business days from the date of the termination or expiration.
 - 11.10.2 In the event of termination or expiration of this agreement, an eWIC authorized retailer must submit any unpaid eWIC claim files to the eWIC processing contractor for payment within forty-eight (48) hours from the date of the termination or expiration.

- 11.10.3 The Department is not obligated to pay WIC food instruments transacted or redeemed by the retailer outside of these timeframes.
- 11.11 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.
- 11.12 Ensure that its store personnel record the total purchase price on the WIC check and that the total purchase price includes only the food items provided for by the WIC check that were actually purchased by the WIC program participant.
- 11.13 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.
- 11.14 Not accept pre-signed WIC checks as outlined in Section III of the WIC Retailer Manual.
- 11.15 Ensure the WIC program participant, parent or guardian of infant or child participants, or their authorized proxy signs the WIC check in the presence of the cashier at the end of each transaction. Cashiers must verify that the signature on the WIC check matches one of the authorized signatures found on the WIC program participant's identification folder. WIC check checkout procedures are outlined in Section III of the WIC Retailer Manual.
- 11.16 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 WIC check 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.
- 11.17 Provide each WIC food item at the "current shelf price" or less than the "current shelf price" charged to other customers, and charge the WIC program for only those food items actually received by the WIC participant. The "current shelf price" (UPC based) is the price marked on the item, shelf, container, sign, or "sale price" offered to non-WIC customers.
- 11.18 Not charge the eWIC cardholder any fee, either directly or indirectly, arising out of or associated with operating, maintaining, or processing eWIC transactions.

- 11.19 Complete eWIC transactions with no minimum purchase amounts or quantities required.
- 11.20 Not allow employees to redeem WIC benefits that are issued to themselves or any relative. A retailer must ensure that the WIC transaction is completed by another employee that is not the WIC participant or a relative of the WIC participant. The retailer is allowed to complete eWIC transactions for relatives if there is no other WIC authorized retailer(s) within a ten (10) mile radius.
- 11.21 Not receive and submit any unpaid eWIC claim files to the eWIC processing contractor for payment for a retailer that is not a Missouri WIC authorized retailer.
- 11.22 Not receive or redeem eWIC benefits for food purchased or received at an address other than the store address that appears on the authorized retailer's application.
- 11.23 Not transact or redeem eWIC transactions outside of normal operating hours as reported to the WIC program.
- 11.24 Ensure all eWIC transactions occur face-to-face with the cardholder within the confines of the retailer's fixed location.
- 11.25 Scan WIC-eligible items individually. Checkers may not use the quantity key to scan identical UPCs when using a stand-beside device or an integrated POS.
- 11.26 Not charge eWIC cardholders for authorized foods available on eWIC card food balances.
- 11.27 Accept as payment in full for each WIC authorized product redeemed at the lesser of the shelf price requested for the product or the WIC program calculated NTE price of that product within the store's assigned Pricing Peer Group as defined in Section II of the WIC Retailer Manual and eWIC Retailer Manual. Coupon discounts, coupon reductions, price matching, or free items are applied to the purchase transaction prior to accepting payment from the eWIC cardholder.
- 11.28 Not increase prices of WIC approved food items to levels that would make the retailer ineligible for authorization.
- 11.29 Not charge more than the maximum price for food items as compared to the prices charged by other WIC retailers in the same Pricing Peer Group.
- 11.30 Ensure the eWIC redemption process requires the eWIC cardholder to use a PIN in a manner that protects the security of the PIN and in which no one other than the eWIC cardholder will have knowledge of the PIN. The PIN, along with a valid eWIC card, is the sole source of identification needed in processing an eWIC transaction.

- 11.31 Ensure that only the eWIC cardholder accepts, approves, or rejects the WIC transaction at the payment terminal.
- 11.32 Not ask for any form of identification in addition to the eWIC card.
- 11.33 Keep all eWIC cardholder information confidential.
- 11.34 Not manually enter an eWIC cardholder's PIN in order to process an eWIC transaction. Ensure only the eWIC cardholder is entering the PIN into the card acceptance device.
- 11.35 Not confiscate the eWIC card(s), ask for, or enter the cardholder's PIN.
- 11.36 Provide the eWIC cardholder with a receipt for each WIC purchase, which at a minimum, shows the last four (4) digits of the card number, store name and address, the date and time of the transaction, lane number (if available), purchased food items including quantity, description and unit of measure, unit cost, total purchase price, discounts (coupons) applied during transaction, benefit expiration date, and the remaining balance of available WIC food benefits.
- 11.37 Only allow approved fresh and frozen fruit and vegetables to be purchased with eWIC benefits.
- 11.38 Allow the purchase of all authorized food items as presented by the WIC customer up to the eWIC benefit balance. Food items presented above the benefit balance should be paid for by the WIC customer with other tender types.
- 11.39 Scan (or manually enter) the actual Universal Product Code (UPC) that is affixed to the approved food presented by the eWIC cardholder, unless the item being purchased is a CVB. If using a stand-beside device, do not use the multiply function when scanning or manually entering WIC items. Each item must be scanned or entered individually.
- 11.40 Accept only one (1) eWIC card per sales transaction.
- 11.41 Allow another form of payment, including, but not limited to, cash, SNAP (Supplemental Nutrition Assistance Program), credit card, or debit card to pay the difference if the purchase price exceeds the dollar value of the CVB. Retailers must allow the WIC customer to choose from the tender types used by other customers.
- 11.42 Accept any manufacturer's coupons and other store promotions for WIC approved items in processing eWIC transactions, in compliance with Food and Nutrition Services' (FNS) EBT Operating Rules.
- 11.43 Not ask or accept cash or payment from a WIC participant for the sales tax amount that is applied to manufacturer's coupons, but instead shall subtract the sales tax on the coupon from the face value of the coupon and then shall subtract the remaining value of

the coupon from the retailer price of the WIC food(s) as outlined in 7 CFR § Part 246.12(h)(3)(vii).

- 11.44 Not require WIC program participants to use special checkout lanes with exception of eWIC stand-beside only equipped lanes.
- 11.45 Not demand that WIC participants purchase the full balance of WIC food items authorized on the eWIC card.
- 11.46 Only allow food items that are approved on the Missouri WIC APL to eWIC cardholders.
- 11.47 Only allow those food items specifically listed on the WIC participants' eWIC card.
- 11.48 Not scan any UPC or PLU code that is not affixed to the actual item being purchased by the WIC customer, or any UPC code as a substitute, replacement, or otherwise not actually affixed to the actual item being purchased by the WIC customer. This includes UPC codes from clipboards, codebooks, computers, counters, internet sources, mobile devices, reference sheets, walls, or other food and non-food item sources. This also includes removing a UPC or PLU code from a WIC approved item and affixing or scanning the code affixed to a non-WIC approved item.
- 11.49 Ensure that the price affixed to the scanned UPC code in the POS device is not greater than the price displayed on the package, container, shelf, or other signage in the store for the purchased item.
- 11.50 Update price changes in the POS device including, but not limited to, changes due to sales or other promotions, to ensure compliance as stated herein.
- 11.51 Notify the Department in writing immediately if there is a change in the retailer's Federal Identification Number or Supplemental Nutrition Assistance Program (SNAP) number.
- 11.52 Operate a certified EBT capable system or device prior to accepting eWIC cards for purchase that performs offline eWIC transactions in accordance with published rules, policies, and specifications, including, but not limited to, the WIC EBT Operating Rules, including any amendments, and the Technical Implementation Guidelines (TIG).
- 11.53 Maintain the certified Electronic Cash Register (ECR) integrated system or stand-beside device in a manner necessary to ensure system availability for eWIC processing during all hours the store is open for business.
- 11.54 Comply with the Department or its authorized representatives' onsite certification of integrated and stand-beside ECR systems to ensure acceptance of Missouri WIC APL and the accurate processing of WIC EBT transactions. If the ECR system is not

certified, the Missouri WIC program will contact the store regarding the WIC certification of the system. Stores that do not have an integrated ECR system will have to use a stand-beside device for Missouri eWIC transactions. This will require cashiers to scan all items twice in order to process the Missouri eWIC transaction.

- 11.55 Request state certification of the retailer's stand-beside system if the retailer alters or revises the system in any manner that affects the eWIC transaction processing capabilities. This applies to retailers who do not purchase stand-beside systems through the WIC program's eWIC processor.
- 11.56 Request state re-certification of the retailer's integrated ECR system if the retailer alters or revises the system in any manner that affects the eWIC transaction processing capabilities. In the event an in-store ECR system is reconfigured or modified by the retailer or other parties in such a way that the ECR system no longer exhibits the required system accuracy, integrity, or performance required and under which requirements the ECR system was certified, the Department will not accept a claim file from the system. The retailer is liable for the costs of all recertification events needed to return the ECR system covered by this agreement to full compliance with the Department's system requirements. Failure to seek recertification when the retailer's ECR system is altered or revised shall subject the retailer to financial liabilities, termination, or disqualification.
- 11.57 Accept liability for any incorrect redemption of eWIC benefits (e.g., providing an item not authorized by the WIC program or not available in the cardholder's account).
- 11.58 Not enter false information or alter information on the eWIC receipt or benefits.
- 11.59 Ensure the store downloads the Auto Reconciliation File (ARF), Approved Product List (APL), Hot Card List (HCL), and WIC Acknowledgement File every forty-eight (48) hours to the retailer's ECR system or stand-beside device.
- 11.60 Accept financial liability for the WIC EBT benefit redemptions resulting from hot card transactions if the retailer has not connected to the Department's EBT system within a contiguous forty-eight (48) hour period of time and updated the Hot Card List file information.
- 11.61 Ensure that the most current APL is downloaded in the store system and is being used for eWIC redemption processing.
- 11.62 Ensure the store uploads the retailer's eWIC transaction claim files within forty-eight (48) hours of the time of the sales transaction.
- 11.63 Acknowledge the potential delay in processing of claim files by the eWIC processing contractor due to state office closure. Potential delays could also be due to eWIC

processing contractor system availability. Such delays are not expected to be for an extended amount of time.

- 11.64 Follow the WIC program procedure to submit new UPC codes for consideration to the APL.
- 12. Monitoring and Records. The retailer shall
 - 12.1 Maintain inventory records for three (3) years after final payment is received or after all pending matters have been resolved to verify billings made for all WIC food items purchased. Inventory records must include the name and address of the supplier, wholesaler, or authorized WIC retailer; date of purchase (month, day, and year); UPC, PLU, product name, size, quantity, and unit price for each item purchased; and payment type (cash, check, credit, debit, or account invoiced). This must include, but is not limited to, inventory records required for Federal tax reporting purposes.
 - 12.1.1 Retain all sales receipts for transacted WIC checks during the current agreement period, for a period of one (1) year after final payment of WIC checks, or the completion of a receipt audit or inventory audit, whichever is later.
 - 12.1.2 Provide timely transaction documentation as requested by the WIC program or local agency (LA) and fully cooperate in the resolution of any dispute arising in relation to eWIC transactions and redemptions.
 - 12.1.3 Upon request, make available to representatives of the Department, USDA, the Comptroller General of the United States, and any other federal regulatory agencies, all WIC food instruments and sales receipts in the retailer's possession and all other WIC program-related records.
 - 12.2 Submit shelf prices for WIC approved foods to the Department, as requested.
 - 12.3 Submit to the Department, within the timeframes outlined in Section II of the WIC Retailer Manual and eWIC 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.
 - 12.3.1 Failure to submit requested documents or providing false information will result in the Department terminating this agreement.

- 12.4 Be monitored by the Department or its authorized representatives for compliance with this agreement and the WIC Retailer Manual and eWIC Retailer Manual, including but not limited to, onsite visit, inventory audit, and desk audit monitoring.
13. The Department
- 13.1 Will provide guidance and training to the retailer concerning WIC approved foods, the WIC Retailer Manual, eWIC Retailer Manual, and the federal WIC program regulations, 7 CFR Part 246.
- 13.2 May exclude or include any authorized or licensed manufacturers, distributors, wholesalers, or WIC authorized retailers at its sole discretion.
- 13.3 Will assess, categorize, and treat each store location individually instead of assessing, categorizing, and treating multiple store locations as one unit.
- 13.4 Will provide WIC retailer stamps for check endorsements upon initial authorization of WIC retailers and store locations.
- 13.5 Will process, reject, or return WIC food instruments as outlined in Section IV of the WIC Retailer Manual.
- 13.6 Will provide networks and host processing for eWIC transactions, twenty-four (24) hours a day, seven (7) days a week, through its eWIC processing contractor. The Department may delay payment to a retailer due to Department office closures or if the eWIC processing contractor's system is down.
- 13.7 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.
- 13.8 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.
- 13.9 Will not pay WIC checks submitted after sixty (60) days from the "FIRST DATE TO USE" stated on the WIC check.
- 13.10 Will deny payment, either partially or fully, to a retailer for improperly transacted or redeemed WIC food instruments, may submit a claim to retailer for payments already made on improperly transacted WIC food instruments, or may offset future payments for the claim.
- 13.11 Pursuant to 7 CFR § 246.12(k)(2), is not obligated to pay for improperly handled or voided eWIC transactions.

- 13.12 As set forth in 7 CFR § 246.12(h)(1)(viii),(ix) and 7 CFR § 246.12(k), has the right to demand refunds for charges of more than the retailer's actual selling price and shall deny payment to a retailer for more than the price limitations of the WIC food instrument.
- 13.13 As set forth in Section IV of the WIC Retailer Manual and eWIC Retailer Manual and 7 CFR § 246.12(k)(3), 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.
- 13.14 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 and eWIC Retailer Manual. The Department will take action based on the violations, including, but not limited to, sanctions or disqualification from the WIC program.
- 13.15 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.
- 13.16 Will compile and maintain a list of certified EBT capable systems for retailer applicants to consider.
- 13.17 Will make available daily the most current APL containing a complete listing of food items that are approved for redemption by the WIC program through its eWIC banking processor.
- 13.18 Will establish a calculated NTE price for each WIC approved food item and use this NTE in reimbursing retailers for items purchased by the eWIC cardholder.
- 13.19 Will reimburse the retailer for all approved eWIC transactions that are made in accordance with applicable state and federal rules and requirements. Settlement amounts may differ from requested amounts as outlined in the eWIC Retailer Manual.
- 13.20 Will provide to non-integrated retailers (during eWIC implementation) a stand-beside POS device at no cost to the retailer. After statewide eWIC implementation, Missouri WIC will continue bearing the cost for the stand-beside equipment provided during eWIC implementation in accordance with federal regulation. The maximum number of terminals that will be subsidized is determined as follows:
- \$0-\$8,000 of WIC sales monthly = one (1) terminal; or
\$8,001-\$16,000 of WIC sales monthly = two (2) terminals; or
\$16,001-\$24,000 of WIC sales monthly = three (3) terminals; or
\$24,001 and above of WIC sales monthly = four (4) terminals.

- 13.21 Will provide to non-integrated retailers (after statewide eWIC implementation) a stand-beside POS device at no cost to the retailer if the retailer is determined necessary for participant access. The maximum number of terminals that will be subsidized is determined as follows:
- \$0-\$8,000 of WIC sales monthly = one (1) terminal; or
\$8,001-\$16,000 of WIC sales monthly = two (2) terminals; or
\$16,001-\$24,000 of WIC sales monthly = three (3) terminals; or
\$24,001 and above of WIC sales monthly = four (4) terminals.
- 13.22 May remove excess stand-beside POS devices if actual redemption activity warrants a reduction consistent with the redemption levels as outlined herein.
14. Amendments, Sanctions, Termination, and Disqualification
- 14.1 Either party may terminate this agreement with or without cause by providing a thirty (30) days' prior written notice to the other party.
- 14.2 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 the retailer relocates to another site.
- 14.2.1 Upon notification, the parties will amend this agreement in writing, if applicable, to reflect the changes.
- 14.2.2 This agreement is null and void if the store name, ownership, location, or agreement category of the store changes.
- 14.2.3 The retailer shall immediately notify the Department of any change in its SNAP authorization. If a new SNAP number is assigned to the retailer, the retailer must reapply to the WIC program.
- 14.3 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 and eWIC Retailer Manual.
- 14.3.1 If the retailer fails to purchase infant formulas from authorized or licensed manufacturers, distributors, wholesalers, or WIC authorized retailers, as required herein, the Department will issue a violation to the retailer as outlined in Section V of the WIC Retailer Manual and eWIC Retailer Manual.
- 14.4 The Department will terminate the retailer agreement and the retailer's participation from the WIC program under the following circumstances:

- 14.4.1 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.
- 14.4.2 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.
- 14.4.3 The Department will terminate this agreement if it identifies a conflict of interest between the retailer and the Department or local agencies, as defined in Section II of the WIC Retailer Manual and eWIC Retailer Manual; federal WIC regulations, including 7 CFR § 246.12(h)(3)(xx); and any applicable State laws.
- 14.5 Upon termination of this agreement, the retailer must return to the Department any and all WIC retailer stamps.
- 14.6 The Department may disqualify the retailer from the WIC program if the retailer is disqualified from SNAP.
 - 14.6.1 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.
 - 14.6.2 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.
 - 14.6.3 If the retailer is disqualified from the WIC program, it could also be disqualified from SNAP. Reciprocal disqualifications are not subject to administrative or judicial review.
- 14.7 If the Department terminates or disqualifies the retailer from WIC program participation for failure to comply with this agreement, the WIC Retailer Manual, eWIC 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.
- 14.8 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.

- 14.9 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 and eWIC Retailer Manual.
- 14.10 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.
 - 14.10.1 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.
- 14.11 The retailer must return the eWIC contractor's stand-beside device following a change of ownership, ceasing of operations, termination, or disqualification from the WIC program.
- 14.12 The retailer must return all eWIC system testing cards provided by the WIC program upon request or following a change of ownership, ceasing of operations, termination, or disqualification from the WIC program.
- 14.13 Failing to notify the WIC program of any civil or criminal convictions that relate to Business Integrity as defined in Section II of the WIC Retailer Manual, eWIC Retailer Manual, and 7 CFR § 246.12(g)(3)(ii) will result in the termination of the WIC Retailer Agreement.

**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.

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

CERTIFICATIONS AND SPECIAL PROVISIONS

- 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.

CERTIFICATIONS AND SPECIAL PROVISIONS**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 providing services under this contract 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.

CERTIFICATIONS AND SPECIAL PROVISIONS

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.

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, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

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

CERTIFICATIONS AND SPECIAL PROVISIONS

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.

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.*).

Women, Infants, and Children (WIC) Retailer Authorized Agreement - Authorized Store Listing

AGREEMENT NUMBER	AMENDMENT NUMBER
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Each of the following store locations operated by the retailer have met the qualifications to be a WIC authorized retailer and are included in the WIC Retailer Authorized Agreement to which this document is attached, with the indicated authorized retailer category for each location as shown.

[Note: STORES OWNED OR OPERATED BY THE RETAILER THAT ARE NOT LISTED BELOW MAY NOT REDEEM WIC FOOD INSTRUMENTS. STORES THAT RELOCATE, CHANGE CATEGORY, OR OWNERSHIP MUST BE RE-AUTHORIZED THROUGH THE STATE WIC PROGRAM.]

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