

South Dakota WIC Vendor Agreement

Vendor Name: Vendor Address: City State Zip: South Dakota Department of Health WIC Program 615 East 4th Street Pierre, SD 57501

WIC ID#:

This Agreement is entered into with the South Dakota Department of Health, to participate in the Special Supplemental Nutrition Program for Women, Infants, and Children by the above named vendor food outlet (referred to as the VENDOR) for the purpose of providing supplemental foods to eligible persons under the WIC Program.

This Agreement is effective <u>October 1, 2021 through September 30, 2024</u> when a representative from both the Vendor and the WIC Program have signed and dated it. The Agreement shall remain in effect, unless otherwise terminated, until <u>September 30, 2024</u>.

PURPOSE

This document, upon signature by the Vendor and South Dakota WIC, is an agreement for the purpose of providing an authorized source from which qualifying women, infants and children can obtain nutritious supplemental foods in accordance with the rules, regulations and policies of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) established by the Food and Nutrition Service, U.S. Department of Agriculture (USDA) and the South Dakota Department of Health.

FACTUAL RECITALS

The provisions in Sections I and III below apply to authorized vendors that are using either an integrated system (i.e., operate a certified integrated Electronic Cash Register (ECR) Point of Sale (POS) system) or a stand-beside device (i.e., using a Point of Sale (POS) stand beside device(s) leased from FIS (Fidelity Information Services) Government Solutions) to accept eWIC transactions. For vendors that use a stand-beside device(s), certain provisions, outlined in Sections I and III may not apply and will be identified as such.

Section I: Partnering with the Program

- 1. This Agreement authorizes the above-named Vendor to accept WIC checks and eWIC cards issued by the State's Special Supplemental Nutrition Program for Women, Infants, and Children (hereinafter referred to as the PROGRAM).
- 2. The Vendor shall comply with all applicable federal regulations contained in the Federal Register, 7 C.F.R. Part 246 and all Program policies and procedures which are contained in the current version of the South Dakota WIC Vendor Handbook. This handbook, and all relevant policy letters issued by the Program, are incorporated herein by this reference and made part hereof.
- 3. The Vendor, or an authorized representative of the Vendor, shall participate in all training sessions offered by the Program. Annual vendor training may be provided by the Program in a variety of formats, including newsletters, videos, and interactive training. Face-to-face interactive training shall be conducted at least once during the term of this Agreement. The Program shall have sole discretion to designate the date, time, and location of all interactive training, except that the Program shall provide the Vendor with at least one alternative date on which to attend this interactive training. The Vendor is responsible for training cashiers on how to correctly process WIC-authorized transactions. The Vendor shall provide all affected employees with any new information it receives from the Program. The Vendor is ultimately liable for the actions of its owners, officers, managers, agents, and employees with respect to all WIC-authorized transactions.
- 4. The Vendor shall provide time to federal, state, or local agency representatives for periodic, unannounced visits to determine its compliance with federal or state rules, regulations, policies and procedures of the Program. The Vendor

shall provide access to its shelf price and transaction records in its possession at the time of the visit. Vendor will provide documentation to support gross sales, food sales and SNAP sales information upon request with supporting documentation as necessary.

- 5. The Vendor shall maintain inventory records used for federal tax reporting purposes and other records the Program may require for greater of 3 years after final payment is received or after all pending matters have been resolved. Upon request, the Vendor shall make available to representatives of the Program, the Department, and the Comptroller General of the United States, at any reasonable times and places for inspection and audits, Program-related records. Examples of supporting documentation include, but are not limited to invoices, purchase receipts, sales reports, IRS Forms 1065, 1120, 1120S or 1040 Schedule C.
- 6. All eligible integrated ECR/POS systems must be capable of processing on-line, real time eWIC transactions that originate from the South Dakota WIC program. To ensure that the integrated ECR system you own or will be purchasing is certified for South Dakota eWIC transactions, contact: Custom Data Processing (CDP) Jim Chilcoat - Vendor Relationship Manager Office: 502-695-1999 Cell phone: 859-779-5332 Email: jim.chilcoat@cdpehs.com
- 7. A WIC vendor that utilizes a Value Added Reseller, an Acquirer or a Third Party Processor shall incorporate these requirements into agreements with those parties. The vendor is responsible for expenses, cost and fees related to eWIC transactions and the utilization of a Value Added Reseller, an Acquirer or a Third Party Processor.
- 8. The Vendor shall implement a certified system prior to accepting eWIC benefit cards for purchase that performs online eWIC transactions in accordance with published rules, policies and specifications, including:
 - a. USDA-FNS WIC EBT Operating Rules as amended from time to time
 - b. USDA-FNS Technical Implementation Guide (For access to the most recent version of these documents visit: <u>http://www.fns.usda.gov/wic/wic-electronic-benefits-transfer-ebt-guidance</u>)
- 9. The Vendor shall demonstrate its capability to accept WIC benefits electronically prior to authorization, and comply with WIC Electronic Benefit Transfer (EBT) operating rules, standards and technical requirements such as those in the Technical Implementation Guide.
- 10. The Vendor shall notify the Program at least thirty (30) calendar days in advance of the date it intends to cease operations or change location or ownership. This Agreement is null and void upon the effective date of a change of ownership. Once an application is completed and the Vendor Agreement signed by the new ownership and the WIC Program, the Vendor may accept WIC benefits. The Program may terminate this Agreement by providing the Vendor with thirty (30) calendar days advance written notice of its intent to terminate. The Vendor may terminate this Agreement by providing thirty (30) calendar days advance written notice of its intent to terminate. The parties shall not be released from their respective duties to perform their obligations until the effective date of termination has passed.
- 11. The Vendor has approval to redeem SNAP benefits and is in good standing with the USDA Food and Nutrition Service.
- 12. The Vendor shall not discriminate against a WIC participant on the basis of race, color, national origin, sex, age, disability or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. The Vendor shall offer WIC participants the same courtesies as those offered to non-WIC participants.
- 13. The Vendor shall not attempt to seek additional reimbursement from a WIC participant under any circumstances in connection with an eWIC transaction.
- 14. The Vendor is responsible for fees related to WIC transactions, including but not limited to transaction fees its bank or Point Of Sale processor may charge.
- 15. The Vendor shall submit shelf price surveys to the Program and enter/review food prices in SDWIC-IT twice a year or as requested.
- 16. If the Vendor fails to comply with the Program requirements, as defined in the Handbook, applicable federal regulations, and this Agreement, including any changes made by policy letter, then the Vendor: may be disqualified from further participation in the Program; may be required to pay a civil money penalty; may be required to participate in mandatory remedial training; may be required to submit a corrective action plan, or may be denied payment by the Program. The Vendor may not voluntarily withdraw from the Program as an alternative to disqualification.

- 17. If the Program disqualifies, or imposes a civil money penalty against, the Vendor, then the Vendor may also be disqualified from participation in the Supplemental Nutrition Assistance Program (SNAP), which is administered by the United States Department of Agriculture, for an equal period of time. The Program shall notify the appropriate local agency (ies), Clinic (s), SNAP, and FNS Regional Office of the Vendor's disqualification. A reciprocal disqualification from SNAP, based on a disqualification by the Program, is not subject to administrative appeal to SNAP or judicial review. If the Vendor is disqualified from SNAP because of a failure to comply with the requirements of that program, then the Vendor shall also be disqualified from this Program. The reciprocal Program disqualification shall be for an equal period of time as the SNAP disqualification. However, the Program period of disqualification may begin at the same time as the SNAP period of disqualification or on a later date than the SNAP disqualification. If a potential disqualification of the Vendor from the Program is based on a SNAP disqualification but would result in inadequate WIC participant access in the service area of the Vendor, then the Program shall not disqualify the Vendor but may impose a civil money penalty in lieu of disqualification. (Refer to the Civil Money Penalty, Section VI of the Vendor Handbook for detailed information.) Subsequent sanctions may result in disqualification. A reciprocal disqualification by the Program, based on a SNAP disqualification, is not subject to administrative appeal to the WIC Program or judicial review.
- 18. The Program may impose a sanction of disqualification and/or the imposition of a civil money penalty against the Vendor only after the Program has given the Vendor fifteen (15) calendar days' advance written notice of its intent to impose a sanction. In deciding whether or not to postpone the imposition of a sanction until a hearing decision has been rendered, the Program shall determine whether inadequate WIC participant access would result from the imposition of its proposed sanction.
- 19. The Program is not required to give the above-referenced notice to the Vendor if the sanction is based on the conviction of the Vendor for: buying or selling an eWIC card (trafficking); selling firearms, ammunition, explosives, or selling controlled substances in exchange for an eWIC card. The effective date of the WIC Program sanction shall be the date the Vendor receives written notice of that sanction. The Program will notify a vendor in writing of an initial violation for which a pattern is required to sanction; unless it is determined that notification would compromise an investigation. Refer to the Vendor Handbook, Section VI for a listing of vendor sanctions.
- 20. A vendor who commits fraud or abuse in the Program is liable for prosecution under applicable federal, state or local laws. Anyone who willfully misapplies, steals, or fraudulently obtains Program funds shall be subject to a fine of not more than \$25,000 or imprisonment for not more than five years or both, if the value of the funds is \$100 or more. If the value is less than \$100, the penalties are a fine of no more than \$1,000 or imprisonment for not more year, or both.
- 21. This Agreement does not constitute a license or a property interest. If the Vendor wishes to continue to be authorized beyond the term of the current Agreement, then the Vendor must apply for reauthorization. If the Vendor is disqualified, then the Program may terminate this Agreement. If this Agreement is terminated, then the Vendor must reapply in order to be authorized after the disqualification period expires. In all cases, the Vendor's new application shall be subject to the Program's Authorization Criteria in effect at the time of the reapplication. Neither the Program nor the Vendor has an obligation to renew this Agreement. Expiration of this agreement shall not be subject to appeal or administrative review.
- 22. The Vendor has the right to appeal, through a fair hearing process, a Program decision which: denies an application of the Vendor to participate in the Program; or disqualifies the Vendor from participation in the Program. The expiration or non-renewal of this Agreement is not subject to administrative appeal or judicial review. If a hearing has been scheduled, then the Vendor shall have one opportunity to reschedule the hearing date upon written request to the Program. (Administrative review procedures and actions subject to review are provided in the Vendor Handbook, Page 26, Administrative Appeals Procedure.)
- 23. The Program shall immediately terminate the agreement if it determines that the Vendor has provided false information in connection with its application for authorization. If at any time during the agreement period the Program identifies a conflict of interest, as defined by applicable state laws, regulations, and policies between the Vendor and the Program or its local agencies, the Program shall terminate the Agreement.
- 24. Vendors authorized as pharmacies agree not to provide standard infant formula unless by request from South Dakota WIC.

Section II: eWIC Definitions

- 1. Approved Product List (APL) Electronic files identifying WIC food items authorized by the South Dakota WIC Program for purchase with WIC benefits.
- 2. Balance Inquiry (BI) to provide the WIC cardholder with a shopping list and/or to retrieve the balance of the prescription benefit prior to beginning a purchase.
- 3. Cash Value Benefit (CVB) A fixed-dollar amount associated with the eWIC Card used by a WIC cardholder to obtain authorized fruits and vegetables.
- 4. Electronic Cash Register (ECR) A type of cash register used by stores with an integrated system to accept eWIC transactions.
- 5. eWIC Cardholder An authorized person (i.e., participant, parent, legal guardian, caretaker, proxy) in possession of a eWIC benefit card. This benefit card and PIN allows the WIC cardholder to purchase approved food items prescribed to one or more participants assigned to a family's account.
- 6. eWIC Contractor FIS Government Solutions / Custom Data Processing (CDP), an EBT contractor hired by the South Dakota WIC program.
- 7. eWIC Transaction An online, real time payment method that electronically pays authorized vendors for food items purchased by an eWIC cardholder. An eWIC benefit card is issued by the South Dakota WIC program to each eligible family account. The eWIC benefit card is used by the eWIC cardholder to purchase approved foods at authorized vendor locations.
- 8. Food Instrument Tender accepted for WIC payment, such as eWIC card, check, or voucher.
- 9. Not To Exceed (NTE) The maximum amount that can be charged by item. This calculation is based on the vendor's assigned peer group.
- 10. Personal Identification Number (PIN) A secret identification number selected by the eWIC cardholder to access their WIC benefits.
- 11. Product Look Up (PLU) A 4 or 5 digit number defined by the International Federation for Produce Standards (IFPS). PLUs are used to identify products that typically are of variable measure.
- 12. Reversal to partially or completely nullify the effects of a previous purchase transaction and add benefits back to the WIC prescription benefit because the transaction cannot be processed as instructed.
- 13. Universal Product Code (UPC) A specific type of barcode used to identify products sold by the WIC Vendor. Approved WIC food item codes are entered on the APL file.
- 14. Void -to cancel a previously authorized and completed transaction. A WIC vendor may cancel the purchase of a single WIC food item, a method or payment or the entire transaction at the request of the WIC cardholder. (A voided transaction shall not be used to return or provide credit for WIC foods.)

Section III: eWIC Processing Requirements

The Vendor shall redeem South Dakota WIC benefits in the form of an Electronic Benefit Transfer (EBT) process using eWIC cards during normal business hours as indicated by the Vendor in the application or otherwise. To accept eWIC transactions, the vendor shall:

- 1. Process all transaction types that are required by the WIC program. At a minimum this includes balance inquiry, purchase, void, and reversal.
- 2. The Vendor shall accept WIC transactions using the procedures outlined in the Vendor Handbook, including those listed below:
 - a. The Vendor shall accept payment based on the Retailer's peer group (i.e., stores with similar annual WIC redemptions, population density areas, and type of store) price levels.
 - b. The Vendor shall provide WIC-authorized foods to a WIC participant at the same price charged to a non-WIC participant.
 - c. The Vendor shall not apply tax of any kind to authorized foods purchased with an eWIC card.
 - d. The Vendor shall not provide unauthorized food items, non-food items, cash or credit (including rain checks) in

exchange for a WIC payment (i.e., eWIC card).

- e. The Vendor shall not provide refunds or permit exchanges for authorized supplemental foods obtained with an eWIC card or WIC check, except for exchanges of an identical authorized supplemental food item when the original authorized supplemental food item is defective, recalled, spoiled, or has exceeded its "sell by," "best if used by," or other date limiting the sale or use of the food item.
- f. The Vendor shall not offer incentive items solely to WIC participants in an effort to encourage participants to redeem their benefits at their store. If incentive items are offered, they must be offered to all customers.
- g. As described in the 7 CFR 246 and the South Dakota WIC Vendor Handbook, all sanctions for WIC Program fraud and abuse and penalties apply to the WIC tender, eWIC Card, and are interchangeable with all references to WIC food instruments and benefits.
- 3. Provide only currently authorized WIC foods in exchange for valid benefits issued by the WIC program as follows:
 - a. Sell only approved foods to eWIC cardholders as identified in their electronic benefit account and on their shopping list/benefit prescription.
 - b. Sell only foods that are approved on the South Dakota APL to eWIC cardholders.
 - c. Sell only approved fresh or frozen fruits and vegetables with the CVB button if using a stand-beside device. (see the WIC EBT POS User Manual).
- 4. Accept liability for any redemption of eWIC benefits:
 - a. For which an approval has not been received from the WIC program; and
 - b. For the incorrect redemption of benefits (e.g. providing an item not authorized by the WIC program or not available in the cardholder's account).
- 5. Accept as payment in full for each WIC authorized product redeemed the lesser of (i) the shelf price requested for the product or (ii) the WIC program calculated Not-To-Exceed (NTE) price for that product within the store's assigned peer group. Coupon discounts, coupon reductions, price matching or free items are applied to the purchase transaction prior to accepting payment from the WIC cardholder.
- 6. Ensure that the most current South Dakota Approved Product List (APL) is automatically downloaded daily to the ECR system or stand-beside device.
- 7. Scan (or manually enter) the actual Universal Product Code (UPC) or Product Look Up (PLU) that is affixed to the approved food presented by the eWIC cardholder. For stores with a stand-beside device, all fresh or frozen fruit or vegetable dollar amounts will be entered on the CVB screen.
- 8. The vendor must never scan codes from UPC codebooks or reference sheets. The vendor is prohibited from scanning any UPC as a substitute, replacement or scanning a UPC that is otherwise not actually affixed to the item being purchased by the eWIC cardholder. (Formula Warehouses authorized as Pharmacy vendors may apply for approval of an exemption.)
- 9. Follow state procedure to submit new UPC codes for consideration to the APL.
- 10. Vendor must follow the USDA FNS final food rule to accept split tenders if the purchase of fruits and vegetables exceeds the participant's CVB. Vendor will allow the cost to be paid 1) using the participant's eWIC benefits and 2) with another form of tender, i.e., SNAP card, credit/debit card, or cash.
- 11. Provide the capability for eWIC cardholders to retrieve their currently available food benefits balance while in the store (Balance Inquiry), without requiring a purchase to be made.
- 12. Provide the eWIC cardholder with a receipt, which at a minimum, shows the store name and address, the date of the transaction, product(s) purchased, price charged for each purchase, and the remaining balance of available benefits.
- 13. Maintain the certified 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.
- 14. Supermarkets (stores having at least 2 million dollars in annual food sales) must have 1 WIC lane for every \$11,000 in monthly WIC redemption (up to four Program-provided stand-beside or vendor-provided integrated devices). All other vendors must have 1 lane for every \$8,000 in monthly WIC redemption (up to four Program-provided stand-beside or vendor-provided integrated devices). This will need to be determined before the Vendor Agreement is signed and must be approved by USDA FNS. Vendors shall not restrict eWIC cardholders to a single lane when multiple lanes are eWIC capable.
- 15. Authorized vendors using a POS stand-beside device may elect to provide eWIC processing capabilities to more lanes than the number required by the Program. If this option is elected, any additional cost incurred must be directly paid

by the vendor unless pre-approved by the program. The vendor must contract with the eWIC Contractor for any additional equipment and support services.

- 16. Appropriately display signage as pre-approved by the WIC program at checkout lanes that can process eWIC transactions. Ensure signs are posted in a manner consistent with lane identifiers for other payment types at all lanes that accept eWIC transactions.
- 17. Ensure the eWIC redemption process requires the eWIC cardholder to use a Personal Identification Number (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 benefit card, is the sole source of identification needed in processing a eWIC transaction. The eWIC card must be available at the transaction.
- 18. Ensure that all cashiers are trained in the proper acceptance and processing of eWIC transactions.
- 19. Authorized vendors using an integrated system will not charge the WIC program for any fee arising out of, or associated with, operating, maintaining or processing eWIC transactions.
- 20. Not charge the eWIC cardholder any fee, either directly or indirectly, arising out of or associated with operating, maintaining, or processing eWIC transactions.
- 21. Ensure eWIC cardholders are never given cash in exchange for redeeming their food benefits. Never buy or sell food benefits or food instruments (eWIC cards) for cash (trafficking).
- 22. Sell each WIC approved item at the same price charged to other customers, and charge the WIC program for only those items actually purchased and received by the eWIC cardholder.
- 23. Keep all eWIC cardholder information confidential, at no time confiscate the eWIC benefit card(s), or ask for, or enter the cardholder's PIN.
- 24. Request state re-certification at least 60 days in advance if you or the company that supports your ECR revises the system in any manner that impacts its eWIC transaction processing capabilities.
- 25. Provide timely transaction documentation as requested and fully cooperate in the resolution of any dispute arising in relation to eWIC transactions and redemptions.
- 26. Accept 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.
- 27. Be responsible for updating price changes in the Point Of Sale device including, but not limited to, changes due to sales or other promotions as they occur.
- 28. Any eWIC cards found in the store or on the store property, if left unclaimed for twenty-four (24) hours, should be returned to the Program by mailing the cards to Department of Health WIC, 615 E. 4th St., Pierre, SD, 57501.
- 29. The Program may deny payment for improperly transacted WIC purchases or may initiate a claim for payments already made on improperly redeemed eWIC purchases.
- 30. Comply with terms of the FIS Merchant's agreement. (This provision applies to vendors using a stand-beside device(s) only).
- 31. The eWIC card must be present at the time of purchase. The card number may be manually keyed if the magnetic stripe is not functioning correctly only if the card is present.
- 32. Additional sanctions for fraud and abuse:
 - a. State WIC Office may send a warning letter to the Vendor, require training for designated vendor personnel, require implementation of a corrective action plan, require payment of a forfeiture, require recoupment, disqualify the vendor for no more than six months, or impose any combination of these sanctions if they:
 - i. Fail to maintain a current Food Dealers or Pharmacy License
 - ii. Fail to notify the Program of any civil or criminal convictions
 - iii. Fail to pay child support, taxes and money judgments
 - b. When a store location is currently involved in the audit process or has been sanctioned by WIC or SNAP and is in the appeal process, authorization of a new owner may be denied at this location until completion of audit or appeal decision is rendered.

Section IV: SD WIC Responsibilities

In order to support vendors in processing eWIC transactions the Program agrees to:

- 1. Encourage commercial development of integrated eWIC systems and offer a stand beside device via a designated eWIC Contractor to authorized vendors electing to use this option.
- 2. Provide stand-beside devices as needed, based on the store's average monthly WIC redemptions, number of cash registers or other agreed upon factors, if applicable. South Dakota WIC will be responsible for ongoing maintenance, processing fees, and operational costs of <u>stand-beside equipment</u> during and after statewide implementation. Integrated systems or multi-function equipment costs will be paid by the Vendor, unless South Dakota WIC determines the vendor is necessary for participant access.
- 3. Provide networks and host processing for eWIC transactions that provide online and real time approval, twenty-four (24) hours a day, seven (7) days a week at least 99.9% of the time. Occasionally system maintenance will occur and will be scheduled outside the hours of 7:00 AM to 7:00 PM on weekends or state holidays.
- 4. Make available daily the most current APL containing a complete listing of products that are approved for redemption by the WIC program through its eWIC contractor.
- 5. Provide training to store representatives, as needed, on the eWIC policies and procedures. Provide Vendor with a copy of the South Dakota Vendor Management Handbook with each signed Agreement and provide Vendor as much as possible advance notice of changes to Federal or State statutes, regulations, policies or procedures governing Program before such changes are implemented as required by 246.12(h)(7) of the WIC Regulations.
- 6. Establish a calculated NTE price for each WIC approved food item and use this NTE in reimbursing vendors for items purchased by the eWIC cardholder.
- 7. Reimburse (settle to) the vendor for all approved eWIC transactions that are made in accordance with applicable state and federal rules and requirements. Settlement will make use of commercial payment system settlement practices. Settlement amounts may differ from requested amounts because:
 - a. The price of the food items within a transaction exceeds the NTE price designated by the Program for that food item and quantity or exceeds the vendor's shelf price for the food purchased;
 - b. Not all of the food items within a transaction are approved; or
 - c. Adjustments for previous transactions are applied.
- 8. Reimburse the Vendor for all approved eWIC redemptions that are made in accordance with applicable state and federal requirements. If eWIC transactions are found to be improperly redeemed, payment will be denied by the Program.
- 9. The Program may issue a claim and bill the Vendor for payments it has already made to the Vendor in error, or upon detection of a Program violation. Vendors have thirty (30) calendar days to pay the claim. Failure to pay the claim shall result in future payments being withheld to offset the claim.
- 10. Provide administrative oversight to ensure authorized stores meet compliance and integrity requirements in accepting and processing eWIC transactions.
- 11. Provide information regarding the Vendor's participation with other government agencies including SNAP.
- 12. Maintain confidentiality of all information that individually identifies authorized Vendors other than the Vendor name, store type, address, authorization status, telephone number, Website and email address.
- 13. Provide Vendor a list of approved infant formula manufacturers on an annual basis. Only the manufacturers on this list are allowed under the Program. This list is available at the South Dakota WIC Website: http://sdwic.org/vendors/vendor-resources/.
- 14. Program reserves the right to amend Section VI. Violations, Sanctions, and Corrective Action in the South Dakota Vendor's Handbook on an annual basis. Amendments will be made in writing and become effective after being sent by Program to the Vendor.
- 15. The Program reserves the right to make (or to waive) the Vendor selection criteria to address inadequate participant access. The vendor must comply with the vendor selection criteria throughout the agreement period, including any changes to the criteria. Using the current vendor selection criteria, the State agency may reassess the vendor at any time during the agreement period. The State agency will terminate the vendor agreement if the vendor fails to meet the current vendor selection criteria. However, pricing and minimum WIC approved food stocking requirements cannot

be waived, per federal regulations.

The Vendor agrees that the Vendor has read, understands, and will comply with the terms in this Agreement. The vendor also agrees to comply with conditions stated in: 7 CFR 246, the completed application form, the South Dakota WIC Vendor Handbook, approved foods list, memos, other formal instructions, and terms of participation issued to vendors by the South Dakota WIC Office.

The undersigned represents that he/she is an owner or has other legal authority to obligate the Vendor:

Date _____