

INTER TRIBAL COUNCIL OF ARIZONA, INC.
SUPPLEMENTAL NUTRITION PROGRAM FOR
WOMEN, INFANTS AND CHILDREN (WIC)

VENDOR AGREEMENT
FY 2025-27

This Vendor Agreement (“Agreement”) is made and entered into between the Inter Tribal Council of Arizona, Inc. (“ITCA”) and the below listed retail merchant (“Vendor”).

PARTIES

Vendor Name
(Legal Name of Store): _____

Doing Business As: _____

Name of Owner: _____

Federal Employer
Identification Number: _____

WHEREAS, ITCA is an Arizona non-profit corporation authorized by the United States Department of Agriculture (“USDA”) to serve as a “State Agency” for purposes of administering the Special Supplemental Nutrition Program for Women, Infants and Children and other approved programs, including pilot or demonstration projects authorized in accordance with law (“WIC”, “eWIC” or “WIC Program”).

WHEREAS, funding for the Special Supplemental Nutrition Program for Women, Infants and Children is authorized by Congress through Section 17 of the Child Nutrition Act of 1966 (42 U.S.C. § 1786, *et seq.*), as amended, with funds for State agencies made available through the United States Department of Agriculture’s Food and Nutrition Service (“FNS”); and

WHEREAS, the ITCA WIC Program is a “State Agency” for purposes of administering the WIC Program for the benefit of eligible participants, their parents, caretakers, or proxies (collectively, “WIC Participants”, “WIC Clients”, or “WIC Customers”); and

WHEREAS, ITCA is required by 7 CFR Part 246, to enter into a signed written agreement with each of its WIC Vendors in order to prescribe the terms and conditions, including standard business practices and requirements that both parties will follow to maximize the availability of WIC resources to WIC Participants in conformance with the law.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. AGREEMENT PERIOD

This Agreement by and between ITCA and the above-named Vendor is effective **October 1**,

2024, or the date when it is signed by ITCA, whichever date is later, (“Effective Date”), and shall continue through **September 30, 2027** (“Agreement Period”).

2. PURPOSE; GENERAL TERMS

- A. The purpose of this Agreement is to set forth the terms and conditions under which authorized Vendors will provide ITCA WIC clients authorized WIC foods, and to set forth the terms for Vendors and the ITCA WIC Program to follow during transactions arising out of this Agreement.
- B. Vendor agrees, as evidenced by the signature(s) of the individual(s) named above, who have legal authority to individually or jointly represent the Vendor, that Vendor has reviewed and will fully comply with this Vendor Agreement, all applicable requirements of the WIC regulations (7 CFR Part 246), the rules governing the WIC Program including the WIC Electronic Benefits Transfer (“EBT”) Operating Rules (“WIC EBT Operating Rules”), the WIC EBT Technical Implementation Guide (TIG), the federal standards and technical requirements, the standards and technical requirements established by ITCA, and all ITCA WIC Program documents, all of which are expressly incorporated here as if stated in full. The ITCA WIC Program documents can be found at <https://itcaonline.com/programs/wic-program/vendor-regulations-policy-and-procedures/>.

ITCA Level		
ITCA Document	Short name	Vendor Manual Appendix
ITCA WIC Program Vendor Manual	Vendor Manual	
Minimum Stock Requirements	MSR	Appendix H: Minimum Stock Requirements
Request for Reduced Minimum Stock Requirements	N/A	Appendix I: Request for Reduced Minimum Stock
ITCA WIC Sanction Schedule	Sanction Schedule	Appendix K: ITCA WIC Sanction Schedule
Administrative Review Instructions for Vendors	Administrative Review Instructions	Appendix M: Administrative Review Procedures for Vendors
Approved Infant Formula Suppliers	N/A	Appendix D: Infant Formula Supplier List
Vendor Selection Criteria	Selection Criteria	Appendix C: Selection Criteria
Administrative Review Procedures	Vendor Manual- Section 12	
ITCA WIC policies and procedures	N/A	

- C. Vendor shall comply with all changes made to the documents and requirements set forth in Section 2(B) above during the Agreement Period, which shall not require a written modification of this Agreement to be effective.
- D. For purposes of this Agreement, all terms shall have the same meaning as specified in 7 CFR Part 246; Annex A, Definitions and Abbreviations, which is attached to the WIC

EBT Operating Rules and those definitions set forth in federal statutes, regulations and rules governing the WIC Program.

- E. Any reference in this Agreement to “days” means calendar days unless expressly stated herein.
- F. If there is a conflict between any provision of this Agreement and the federal statutes or WIC regulations, or WIC EBT Operating Rules governing the WIC Program, the federal statutes, WIC regulations, and WIC EBT Operating Rules shall govern. If any provision of this Agreement conflicts with the Vendor Manual or any other policy or procedure adopted by the ITCA WIC Program regarding a specific standard or requirement, ITCA shall determine the standard or requirement to which the Vendor shall adhere. In determining the appropriate standard or requirement, ITCA shall allow consultation and input from the Vendor; however, the final decision shall remain with ITCA.
- G. If any provision of this Agreement or any document attached to or incorporated by reference in this Agreement is found to be invalid or otherwise prohibited by law, the provision shall be severable from the Agreement and shall be in effect only to the extent such provision complies with the law.
- H. This Agreement shall be construed in accordance with Arizona law. Any claim or litigation between ITCA and Vendor that arises out of, or relates to, this Agreement shall be commenced and maintained only in the Superior Court for Maricopa County, Arizona.
- I. This Agreement and all incorporated documents represent the entire agreement between Vendor and ITCA. Except as provided in Section 2(C) of this Agreement, no condition or requirement contained in, or made a part of, this Agreement shall be modified without an approved written amendment to this Agreement. Amendments shall be effective only if in writing and signed by all parties. In the event Vendor does not sign an amendment to this Agreement within thirty (30) days of receipt of the amendment, which may be extended in the sole discretion of the ITCA WIC Program, the Vendor shall be terminated from participation in the ITCA WIC Program.
- J. This Agreement does not constitute a license or a property interest. If the Vendor wishes to continue to be authorized beyond the Agreement Period, the Vendor shall reapply for authorization. If Vendor is disqualified, the Vendor Agreement shall be terminated, and the Vendor will have to reapply in order to be authorized after the disqualification period is over. In all cases, the Vendor’s new Vendor Application will be subject to the ITCA’s Vendor Selection Criteria (Vendor Manual Appendix C) and any vendor limiting criteria in effect at the time of the reapplication.
- K. The Vendor shall be considered an independent contractor, not an agent of ITCA, or the United States Government.
- L. ITCA is a private non-profit Arizona corporation; however, ITCA is entering into this Vendor Agreement as an authorized WIC State Agency. Vendor acknowledges and agrees that ITCA shall be protected to the full extent of the law from any liability as a State Agency. Vendor agrees to waive any and all claims and causes of action that Vendor may have now, or in the future, against ITCA, including ITCA officers, directors,

and employees, which could not otherwise be pursued if this Agreement was between Vendor and Arizona as a State Agency under applicable law.

3. CONFIDENTIALITY

- A. Vendor shall maintain all data and records under this Agreement, including but not limited to information that individually identifies the WIC Client as defined above (collectively, “Confidential Information”), as confidential pursuant to 7 CFR § 246.26, and applicable provisions of federal and state law.
- B. Vendor agrees to establish and maintain procedures and controls that assure Confidential Information is not used or disclosed by Vendor, its agents, officers, or employees, except for WIC purposes as outlined in the WIC regulations. These procedures and controls shall be provided to ITCA prior to use for review and approval.
- C. Vendor assumes full responsibility for compliance with the security standards required for private and confidential records, data, software or other equipment, under the terms and conditions set forth in the documents listed in Section 2(B) of this Agreement and pursuant to federal and state statutes, the WIC EBT Operating Rules, and the Technical Implementation Guide (“TIG”), available at <https://www.fns.usda.gov/wic/wic-electronic-benefits-transfer-ebt-guidance>, all of which mandate implementation of strict measures to ensure physical and electronic security of the same.
- D. ITCA shall protect the confidentiality of WIC Vendor information as required by 7 CFR §246.26 and the WIC EBT Operating Rules.

4. INDEMNIFICATION

To the full extent of the law, Vendor shall, at all times, indemnify, defend, and hold ITCA harmless from and against all claims, demands, suits, or actions for injuries and death arising out of or resulting from the Vendors’ acts or omissions while performing under the terms of this Agreement. Claims include costs and or damages of every kind and description, attorney’s fees, litigation expenses, worker’s compensation claims, unemployment compensation claims, and claims under such similar laws or obligations brought by, made against, or incurred by ITCA. The Vendor’s obligation to indemnify, defend, and hold ITCA harmless includes officers, officials, agents, and employees of ITCA. These Vendor obligations apply to the Vendor’s agents, employees, representatives, and any subcontractor and its employees. The Vendor’s obligations and responsibilities under this Section shall not extend to any liability caused by the sole gross negligence or criminal acts of ITCA or its employees.

5. ELECTRONIC BENEFITS TRANSFER (EBT or eWIC) CAPABILITY AND EQUIPMENT MAINTENANCE

- A. Vendor shall possess and maintain a certified Point of Sale (POS) system to accept and process WIC payments, prior to accepting WIC cards from WIC Customers. ITCA WIC uses a contracted eWIC processor to process payments to Vendors. Vendor’s POS system shall be approved and certified by ITCA’s current eWIC processor to accept and process eWIC redemptions. In the event ITCA WIC changes its eWIC processor, Vendor may be required to have any POS system recertified with the new eWIC

processor. Vendor may use either a WIC only stand-beside device (single function) or an integrated system (multi-function) that performs online WIC transactions in accordance with this Agreement and the applicable rules and requirements set forth in this Agreement.

- B. If Vendor uses the services of a Third Party Processor, Acquirer, or a POS provider, Vendor shall enter into a written agreement with these entities for the provision of such services, which shall incorporate the requirements of the WIC EBT Operating Rules, WIC EBT Technical Implementation Guide, this Vendor Agreement, and other applicable provisions of law, as amended from time to time.
- C. In order to become an authorized WIC Vendor, Vendor shall provide, and maintain, all equipment and technology necessary to properly operate their POS system.
- D. Vendor's POS system shall provide a purchase receipt which shall include, at a minimum, the last four digits of the WIC card number of the Primary Account Number only (no other digits should be displayed), the generally accepted store name or store name consistent with the WIC Vendor Application (Vendor Application), store street address, city, state and zip code, local date and time of purchase, store lane number if available, WIC food item identifier (if a separate WIC purchase receipt is not provided), WIC benefit expiration date or WIC benefit effective and ending dates and times, purchased food items including the food item quantity, description and unit of measure, unit cost, total purchase amount, WIC benefits remaining, including the remaining WIC benefit description, remaining quantity and unit of measure, including a quantity of zero, and a unique transaction identifier or systems trace audit number. Vendor shall provide a printed purchase receipt to the WIC Customer, which may be provided via email or text message if approved by ITCA.
- E. The Vendor's POS system must also provide the capability for WIC Customers to retrieve their WIC benefit balance while in the store, without requiring a purchase to be made. The balance inquiry receipt shall include, at a minimum, the last four digits of the WIC card number of the Primary Account Number only (no other digits should be displayed), the store name, store street address, city, state, and zip code, local date and time of balance inquiry, benefit expiration date or benefit effective and benefit ending dates, benefits available, including a quantity of zero, including the benefit description, quantity, and unit of measure, unique transaction identifier or system trace audit number. If provided at the beginning of the transaction, data reflects the opening benefit balance; if provided at the end of the transaction, data reflects the ending benefit balance. Vendor must provide a printed balance inquiry receipt to the WIC Customer, which may be provided via email or text message if approved by ITCA.
- F. The Vendor's POS system shall be capable of voiding or reversing a transaction and showing that a transaction has been voided or referenced.
- G. For those stores using WIC only stand-beside devices, Vendor shall apply for a WIC only stand-beside device through ITCA's eWIC processor and execute a stand-beside device agreement pertaining to accepting and processing WIC transactions. Vendors using WIC only stand-beside device are solely responsible to meet the terms of this stand-beside device agreement, which include paying monthly service fees and returning

the WIC only stand-beside device to the eWIC processor if Vendor is no longer WIC authorized. Vendor shall report stand-beside device issues directly to the eWIC processor in a timely manner.

- H. Ensure the most current ITCA WIC Program Approved Product Listing (“APL”) is installed in Vendor’s POS system and is being used for processing WIC transactions. Vendor shall download the APL file daily or every day the store is open for business prior to any WIC transactions. Failure to use the latest ITCA WIC APL file may result in payment denial and may result in sanction if not resolved in a timely manner.
- I. Vendor shall work with the ITCA WIC Program, Vendor’s Third Party Processor, and POS provider, to address any errors found during transaction processing, communication errors, and incomplete transactions.
- J. Vendor shall work with the ITCA WIC Program and their designated eWIC processor to adjust payment received due to an error in transaction processing.

6. REDEMPTION PROCEDURES

- A. Vendor shall provide only the authorized foods that are available in the WIC account. The Vendor shall not provide unauthorized food items, non-food items, or cash or credit (including rain checks) in exchange for WIC benefits. The Vendor shall scan all items and may not override WIC products during a transaction.
- B. Vendor shall not allow the return of food and formula purchased with WIC benefits in exchange for cash, credit, non-food items or unauthorized food items. Vendor shall not provide refunds or permit exchanges for authorized foods obtained with WIC benefits, except for exchanges of an identical authorized food item which is the same brand and size as the original product obtained and returned by the WIC Customer. This applies only when the original authorized food item is defective, spoiled, or has exceeded its “sell by,” “best if used by,” or other date limiting the sale or use of the food item. Exchanges for an identical authorized food item shall not result in a WIC transaction, and the Vendor shall not request additional payment for the exchange.
- C. The Vendor shall only provide authorized infant formula obtained from the ITCA Approved Infant Formula Supplier list (Vendor Manual Appendix D) to WIC Customers.
- D. If a WIC Customer redeems the partial value of the Cash Value Benefit (CVB), Vendor shall leave the remaining CVBs in the WIC account for the WIC Customer to use as desired. Vendor shall never provide the WIC Customer with cash, gift card, or any form of payment, for the remaining CVBs in the WIC account balance. Vendor shall only request reimbursement for the value of products purchased with the CVBs. The vendor shall allow the WIC Customer to pay the difference when a CVB purchase exceeds the value of the CVB (also known as split tender transactions). The WIC Customer may, but is not required to, use their own funds for purchases in excess of the CVB balance. If the WIC Customer does not have an alternate method of payment, the sale of the single CVB food item may be reversed or voided and the CVB amount restored to the account.

- E. Vendor shall offer WIC Customers the same courtesies offered to non-WIC Customers and shall not treat WIC Customers differently by offering incentive items that are not also offered to non-WIC Customers.
- F. Vendor shall not include sales tax or container deposits as part of the actual cost of the authorized foods purchased in a WIC transaction. Any monetary amount above the actual value of a CVB is subject to sales tax at the rate applied to non-WIC purchases of fruits and vegetables.
- G. Vendor shall not charge the ITCA WIC Program for any Third Party Processor or other commercial processing costs or fees incurred by the Vendor from EBT multi-functional equipment. Commercial transaction processing costs and fees imposed by a Third Party Processor or other provider that the Vendor elects to use to connect the EBT system of ITCA WIC shall be borne by the Vendor. Vendor also shall not charge to the ITCA WIC Program any interchange or transaction fees. ITCA shall not pay or reimburse the Vendor for interchange fees related to WIC transactions.
- H. Vendor shall scan the product's Universal Product Code (UPC) affixed to the product, unless it is a fresh fruit or vegetable. The Vendor may hand key PLU product information for fresh fruits and vegetables. The Vendor agrees to never scan a UPC that is not affixed to the product or scan from UPC codebooks or reference sheets. The Vendor is prohibited from scanning any UPC as a substitute, replacement or otherwise not actually affixed to the actual item being purchased with a WIC card.
- I. Vendor shall not retain or confiscate a WIC card, nor shall Vendor ask for the Personal Identification Number (PIN) or require any additional identification other than a WIC card. Vendor shall require that the card be presented at the time of purchase. In the event of a card read failure, the cashier may hand key the WIC card number. Vendor shall witness the WIC Customer enter the PIN at the time the WIC benefits are removed from the account and the Customer receives the food(s) purchased during the WIC transaction.
- J. Vendor shall not charge the WIC Customer any fee, either directly or indirectly, arising out of or associated with operating, maintaining, or processing WIC transactions. Vendor shall not require a minimum purchase amount or item quantity for WIC Customers redeeming WIC benefits.
- K. Vendor may have a Vendor Agreement with more than one WIC agency, and therefore accept WIC cards issued by more than one WIC agency. Vendor shall only accept one WIC card per transaction.
- L. Vendor shall sell only WIC foods/formula to WIC Customers that are available in their current benefit balance. The Vendor shall not provide the WIC Customer with food(s)/formula not present in the benefit balance or accept WIC benefits as payment at a later date.
- M. Vendor shall sell to WIC Customers only WIC foods/formula that are listed in the APL.

- N. Use of the "store and forward" transaction by an integrated Vendor is done at Vendor's own risk and Vendor agrees to hold ITCA harmless for any financial harm incurred as a result. Vendor acknowledges settlement for those transactions may be delayed or denied depending on the availability of benefits on the WIC account and Vendor agrees to accept financial liability if the WIC benefits are not available when the system is restored.
- O. Vendor shall not charge WIC Customers for authorized foods obtained with WIC benefits, however, it is required for Vendor to request, but not require, payment for purchases in excess of the WIC benefits. In addition, Vendor shall not seek restitution from a WIC Customer for an WIC transaction not reimbursed, or partially reimbursed by ITCA, and shall not seek reimbursement from the WIC Customer for WIC transactions which ITCA has requested payment from the Vendor.
- P. At a minimum, the following receipt types shall be provided to a WIC Customer at no charge, in a printed format and may be provided via email or text message if approved by ITCA:
 - 1. Balance Inquiry, opening or ending benefit balance, receipt containing the data as defined in subsection 5(E), above, and;
 - 2. WIC Purchase receipt containing transaction benefits utilization and redemption data as defined in subsection 5(D) above, and;
 - 3. If the WIC transaction is voided, resulting in a reversal, a WIC purchase receipt, or WIC Vendor sales receipt reflecting the voided transaction, shall be provided to the WIC Customer.
- Q. Vendor shall submit new UPCs for WIC authorized items to the ITCA WIC Program. WIC authorized items that are not included in the APL shall be reported to the ITCA WIC Program by the Vendor by submitting the product and UPC information using the Request to Add UPC form found in the Vendor Manual or by emailing WICUPC@itcaonline.com.
- R. Vendor shall not restrict WIC Customers to a single lane if multiple lanes are equipped to accept WIC.
- S. Vendor shall not knowingly accept WIC cards obtained fraudulently.
- T. Vendor shall not allow the use of the WIC card to purchase alcohol, alcoholic beverages, tobacco or tobacco products, or non-food items.
- U. Not allow the sale of firearms, ammunition, explosives or controlled substances as defined in 21 U.S.C. §802 in exchange for WIC benefits.

7. SIGNAGE AND USE OF WIC SERVICE MARKS

- A. Vendor shall be in compliance with state, local, or tribal laws, municipal codes, and/or ordinances to display "No Smoking" signs and enforce no smoking as applicable.
- B. As specified in the WIC EBT Operating Rules, Vendor shall display "We Accept ITCA eWIC" window decal(s) at the entrances of the Vendor location(s) so WIC Customers

will recognize the Vendor accepts ITCA WIC. A Vendor with limited lanes equipped to accept WIC benefits must display the lane signage provided by ITCA to identify checkout lanes that accept WIC cards in a manner consistent with lane identifiers for other payment types. Vendor shall submit proposed alternate signage to ITCA for approval prior to use. Vendor may use the “WIC Approved” signage provided by ITCA to identify authorized WIC foods by attaching to channel strips or shelf-talkers. Vendor shall not create their own “WIC Approved” shelf label without ITCA approval.

- C. The “WIC” Acronym and WIC Logo (collectively “service marks”) are registered service marks of the USDA. The use of these service marks is governed by USDA FNS Instruction 800-2, *WIC Program – Use of WIC Acronym and Logo*, June 2, 1992; and the USDA FNS Policy Memorandum #2009-1, *Clarification on Use of the WIC Acronym and Logo*, December 31, 2008. The purpose of these documents is to prevent use of the service marks by private sector organizations, including for-profit entities, in ways that are likely to cause confusion in regard to their involvement in the WIC Program. Vendor shall comply with all applicable terms and requirements of FNS Instruction 800-2 and FNS Policy Memorandum #2009-1, which are summarized below. If there is any conflict regarding the applicable requirements for the use of the service marks, ITCA or the USDA FNS shall make the final determination.
1. Vendor shall not use the service marks, including any close facsimile thereof, in Vendor’s advertising and other promotional materials. Vendor may, with the approval of ITCA, use the service marks in advertising to inform the public that Vendor is WIC authorized, but Vendor shall not state or imply that Vendor itself is affiliated with or sponsored by the ITCA WIC Program, USDA or any local agency.
 2. Vendor shall not use the service marks, in whole or in part, or any close facsimile thereof, in the official or business name of the Vendor or make any other publication that implies that the Vendor is owned or operated by the ITCA WIC Program.
 3. Vendor shall not affix the “WIC Approved” shelf label to a food item or container to identify a particular food as WIC approved.
 4. Vendor shall not visit any WIC clinic locations to distribute promotional materials or request that WIC clinic staff distribute any fliers or promotional materials provided by Vendor.

8. TRAINING

- A. Vendor shall train cashiers and other employees who handle WIC purchases on program requirements, and provide special or additional training to employees, as required by ITCA, to ensure WIC Program compliance. Vendor may be monitored for compliance with program requirements which includes compliance with providing WIC redemption procedures training to employees.
- B. Designate at least one person, at each authorized Vendor location, to serve as the designated onsite WIC trainer. The designated trainer shall train all cashiers, including

pharmacy cashiers, and other staff involved with WIC, on WIC Program requirements. The Vendor or its designated trainer shall promptly inform employees of changes in the WIC Program, including changes to the types and varieties of authorized foods. Vendor shall ensure the designated trainer and store manager, or other management employee, participates in WIC Vendor training prior to, or at the time of, Vendor's initial authorization and annually thereafter.

- C. WIC Vendor training may be provided by ITCA personnel, or persons authorized by ITCA, in a variety of formats, including newsletters, videos, recordings, and live interactive training which includes in-person and virtual training sessions. ITCA has sole discretion to designate the date, time, and location of all live interactive training, and will provide Vendor with at least one alternative date on which to attend such training. Prior to the Effective Date or During the Agreement Period, ITCA will conduct at least one live interactive training for the Vendor. ITCA may, at its discretion, provide additional training for Vendors and Vendor staff, as may be determined to be necessary by ITCA during the Agreement Period to ensure compliance with Vendor requirements and this Agreement.

9. **COMPLIANCE WITH VENDOR SELECTION CRITERIA**

- A. Vendor shall at all times be in compliance with the Vendor Selection Criteria (Vendor Manual Appendix C) for each store and/or outlet. In the event ITCA WIC Program changes the Vendor Selection Criteria, Vendor shall comply with the changes within fifteen (15) days of receipt of the notice of changes. ITCA may reassess Vendor compliance with the current Vendor Selection Criteria at any time during the Agreement Period. ITCA will terminate the Vendor Agreement if the Vendor fails to meet the current Vendor Selection Criteria. Vendor may also be subject to other sanctions including termination, administrative fines, disqualification, civil money penalties, and any combination of sanctions, according to the ITCA WIC Sanction Schedule (Vendor Manual Appendix K).
- B. Vendor must maintain the required types, quantities and varieties of WIC authorized foods at all times as defined in the most current ITCA WIC Minimum Stock Requirements document (Vendor Manual Appendix H). Vendor may request a reduction to the minimum stocking requirements for specific WIC foods and infant formula, by submitting a Request for Reduced Minimum Stock Requirements (Vendor Manual Appendix I). ITCA may approve the request for qualified vendors. The approval of reduced minimum stock may be revoked by ITCA at any time.
- C. Vendor must maintain the required minimum stock from the date Vendor submits its Vendor Application and throughout the entire Agreement Period.
- D. Vendor shall only purchase infant formula from manufacturers, licensed wholesalers, licensed retailers, and licensed distributors, found on the ITCA Approved Infant Formula Supplier list (Vendor Manual Appendix D).
- E. Vendor agrees to accept service of all communications from ITCA WIC by email, personal delivery, certified mail (return receipt requested) or other courier. Communications include, but are not limited to, information regarding the ITCA WIC

Vendor Agreement, program policies, notice of program violations and sanctions, other notices and demands. Vendor shall possess and maintain a current electronic mail address through which most correspondence with the ITCA WIC Program will be conducted. Letters and notices that are emailed to Vendor are considered delivered five days after transmission. Vendor agrees to comply with program policies, requirements, and demands sent to the email address provided to ITCA WIC. Vendor also agrees to provide a response within the timeframe specified in communications sent to the email address provided. Vendor may update their email address in writing, including through email at any time. ITCA WIC will retain the most recent email address for the purpose of further program communications.

- F. Vendor shall provide quality fresh food items and maintain a clean and sanitary store by:
1. Keeping freezer and refrigeration equipment at the required safe temperatures when storing WIC foods.
 2. Maintaining and displaying a current Health Code Operating Permit (exceptions may be made for stores on tribal reservations).
 3. Notifying ITCA immediately and in writing if the current Health Code Operating Permit, or any other required license or certificate associated with its store(s) is denied, suspended, revoked, or not renewed. ITCA may notify the proper regulatory office if Vendor fails to maintain sanitation or food safety standards. ITCA reserves the right to terminate this Agreement if any license or certificate required by this Agreement, or required by law or regulation, is for any reason denied, suspended, revoked or not renewed.

10. ITCA RESPONSIBILITIES

- A. In addition to the other responsibilities described in this Agreement and subject to ITCA's discretion under applicable law, ITCA will:
1. Provide the Vendor with a copy of the ITCA Vendor Manual and all applicable attachments.
 2. Train WIC Participants on redemption procedures and how to use WIC benefits.
 3. Make the most current APL available daily through the ITCA eWIC processor. The APL will contain a complete listing of products that are approved for redemption with WIC benefits.
 4. Reimburse the Vendor for all approved WIC redemptions. Redemptions must be conducted in accordance with applicable state and federal requirements, and all requirements associated with this Agreement.
 5. Follow and demonstrate compliance with WIC EBT Operating Rules, standard and technical requirements, and other industry standards, that may be identified by FNS throughout the Agreement Period.

6. Not pay for ongoing maintenance, processing fees or operational costs for vendor systems and equipment used to support EBT, unless the equipment is used solely for WIC redemptions or ITCA determines the Vendor using multi-function equipment is necessary for client access. Costs shared by ITCA will be proportional to the usage for the WIC Program.
7. Consider assuming the cost of WIC only stand-beside device equipment for Vendors needed for client access who are authorized after statewide implementation of EBT, according to 7 CFR §246.12, now or as amended. These costs include Third Party processing fees, monthly lease fees, and operational and maintenance costs.
8. Provide the Vendor with all required training as described in this Agreement, consistent with 7 CFR. § 246.12 and applicable provisions of law.
9. Notify Vendors of changes to federal statutes, regulations, and ITCA policies or procedures governing the WIC Program, before the changes are implemented when practicable under the circumstances. This includes notifying the Vendor of any changes in the WIC approved foods and changes which affect WIC redemption or program requirements.
10. Monitor the Vendor for compliance with federal and state statutes, regulations, rules, and the Vendor Manual policies and procedures. ITCA Vendor Monitoring may include, but is not limited to, routine monitoring visits, undercover compliance buys, investigations, and inventory audits to ensure Vendor's continued compliance with WIC Program requirements.
11. Enforce compliance with this Agreement, federal statutes, rules, regulations, and ITCA Vendor Manual policies and procedures. .
12. Notify Vendor of material amendments to applicable federal and state laws, regulations, rules and policies, as needed throughout the Agreement Period.
13. Pursue any and all legal remedies in the event that Vendor refuses to promptly pay any sums owed to ITCA under this Agreement.
14. Follow and comply with minimum lane coverage requirements set forth in 7 CFR. § 246.12 and the WIC EBT Operating Rules, now or as amended, for multi-function and single function equipment. ITCA may remove excess WIC only stand-beside devices for which ITCA assumes the cost, if actual redemption activity warrants a reduction consistent with the store type and redemption levels outlined in §246.12(z)(2).

11. MULTIPLE LOCATIONS

- A. The location of Vendor's store outlets that have been authorized as "Vendors" under this Agreement are listed in Appendix A to this Agreement.

- B. Vendor shall include in Appendix A the information for each store outlet that has been authorized as a Vendor pursuant to the ITCA authorization procedures. This must include the outlet location, email address to be used for administration of this Agreement, manager, bookkeeper and the individual responsible for WIC oversight and training. The contact information for the outlet location may be updated at any time by Vendor without the necessity of a formal amendment to this Agreement. Each store location may be treated as a separate Vendor for compliance with this Agreement.
- C. If this Agreement is terminated as to any store outlet, the remaining store outlets will be treated as Vendors under this Agreement. The Vendor may add a store outlet only if the Vendor applies for authorization and the authorization is approved by ITCA. If the initial list of store outlets as set forth in Appendix A changes due to termination or addition of a store outlet, Vendor and ITCA agree to prepare a revised Appendix A, which shall not necessitate a formal amendment to this Agreement.

12. CHANGE OF VENDOR NAME, CONTACT INFORMATION, OR HOURS OF OPERATION OR STORE FACILITIES

- A. Vendor shall notify ITCA within thirty (30) days of a change in management or hours of operation, change in store name, the store's mailing address, or the store's telephone or email address. A change in Vendor location is not a change in mailing address.
- B. Vendor shall notify ITCA, by no later than 5 p.m., the next business day, following any temporary change in store facilities affecting participation, such as remodeling, closure for health code violations or suspension of sale of dairy products while a new refrigeration unit is being installed.
- C. ITCA may terminate this Agreement in the event that a change in a store's facilities adversely impacts the ability of WIC Customers to perform WIC transactions, (including, but not limited, due to store remodel, building damage, and equipment failure).

13. CHANGE IN OWNERSHIP, STORE LOCATION, STORE CLOSURE, OR BANKRUPTCY

- A. This Agreement is not transferable. Vendor shall provide ITCA thirty (30) days advance written notification of any change in Vendor ownership, store location, store closure or other cessation of operations, including bankruptcy, whereupon this Agreement may be terminated. ITCA may, in its sole discretion, permit Vendors to move short distances without terminating this Agreement. ITCA shall have the sole authority to determine whether a change in location qualifies as a short distance or whether a change in business structure constitutes a change in ownership.
- B. If the written notice required in subsection 13(A) is not timely given, ITCA may terminate this Agreement and hold Vendor liable to ITCA for all WIC transactions paid after the change in ownership and/or store location. ITCA may pursue all remedies available to collect, including establishing a claim against the Vendor.
- C. Vendors who change the store location will not be authorized at their new location unless

Vendor has (1) received advance approval from ITCA; (2) re-applied for authorization; (3) been determined by ITCA to have met all Selection Criteria (Vendor Manual Appendix C); and (4) entered into a Vendor agreement with ITCA for the new location.

14. RECORD KEEPING REQUIREMENTS

- A. Vendor shall maintain original copies of WIC Program related records for a period of three years and five months from the expiration of this Vendor Agreement. The record retention requirements of this Section are applicable to transaction records, invoices for purchased foods, inventory records showing all wholesale and retail purchases, state and federal tax returns, shelf price records, financial records, SNAP sales, and records that support the quantity of foods and prices charged for WIC authorized foods. These records shall promptly be made available to USDA FNS, ITCA or their representatives upon its request.
- B. ITCA, ITCA authorized representatives, USDA, and the Comptroller General of the United States may conduct an inspection or audit, at any reasonable time and place, of Vendor's program-related records, food instruments and cash value vouchers, and other financial or inventory records, to ensure Vendor's compliance with this Agreement and applicable provisions of law and to identify amounts due to ITCA for improper WIC transactions, among other reasons.
- C. Vendors are required to develop and keep a record keeping system and documentation of Vendor's annual (SNAP) eligible food sales and be able to promptly provide annual documentation upon request.
- D. Vendor shall retain records related to disputes, litigation, and settlements of claims arising out of the performance of this Agreement until such time as these matters have been finally resolved or for 3 years and 5 months, whichever is later.
- E. At the election of ITCA, the USDA, or the Comptroller General of the United States, Vendor shall promptly provide via U.S. mail legible hard copies of any record subject to this Section, with a copy sent by email to: WICVendor@itcaonline.com. Vendor may be required to produce for inspection and audit any original records required by this Section to verify the authenticity of a copy.

15. PURCHASE AND INVENTORY RECORD REQUIREMENT

- A. Vendor purchase records for store inventory shall reflect the name and address of the supplier, distributor, wholesaler or manufacturer, the date of the purchase, list of the items purchased, size, stock number, quantity and the unit price (handwritten invoices are not acceptable).
- B. Sales receipts for the purchase of WIC authorized foods for store inventory purchased at retail establishments (for resale by the Vendor) shall include the name and address of the retail establishment, the date of the purchase, a description of the exact item(s) purchased (e.g. 12 oz. box of Total Cereal), the unit price of the items, and the total amount purchased.

1. Receipts that do not completely describe the actual item purchased shall have codes that can be identified and verified by contacting the retailer at which the item(s) were purchased.
2. All receipts from purchases at retail establishments must be machine dated by the establishment. Hand dated and manually dated retail store receipts are not acceptable.
3. Affidavits, statements of fact, other written statements, or oral statements shall not be accepted as evidence of inventory. Only purchase records, and retail receipts as described herein shall be accepted and constitute evidence of inventory.

16. RELEASE OF VENDOR RECORDS

- A. ITCA has the right to coordinate Vendor monitoring with the Arizona Department of Health Services and the Navajo Nation WIC Programs. This may include, but is not limited to, joint investigations, compliance investigations, inventory audits and access to Vendor records.
- B. ITCA may share records and information concerning the Vendor's participation in the WIC Program with other entities responsible for oversight, administration or enforcement of the WIC or SNAP Programs. These persons may include, personnel from local agencies, ITCA staff, WIC local agencies, persons investigating or prosecuting violations under federal, state or local law, and persons directly connected with the administration or enforcement of any federal or state law.

17. CONFLICT OF INTEREST

- A. Vendor must disclose any and all known conflicts of interest among Vendor, ITCA or its local agencies at the time of Vendor Application and at all times during the Agreement Period. When in doubt, Vendor should disclose even perceived conflicts of interest. A conflict of interest may occur in a variety of ways, including where Vendor has a vested interest—such as money, status, knowledge, relationships, or reputation—which puts into question whether the actions, judgment, and/or decision-making of Vendor or its employees or representatives can be unbiased.
- B. If ITCA determines that a conflict of interest exists between the Vendor and ITCA or its local agencies, ITCA may terminate this Agreement or take such other actions within ITCA's sole discretion to resolve the conflict. Such termination/cancellation shall occur without any further obligation to Vendor.

18. PRICING

- A. The Vendor shall submit the price of WIC foods in their store to ITCA upon request.
- B. The Vendor shall submit WIC redemptions for reimbursement in accordance with the redemption procedures described in this Vendor Agreement. All prices charged to the ITCA WIC Program shall be comparable to the prices charged by other stores in their assigned peer group, which consists of a similar type and in similar geographic locations.

ITCA shall establish and apply limits on the amount of reimbursement allowed for WIC redemptions based on Vendor's peer group and competitive price criteria.

- C. Any change in pricing shall be reported to ITCA within ten (10) days of the change. Failure of Vendor to report changes in pricing may result in denial or partial reimbursement for WIC transactions, or other actions permitted under this Agreement.
- D. ITCA may make price adjustments to the purchase price of WIC transactions, or other food instruments submitted by the Vendor for reimbursement, to ensure compliance with prices as set forth in price limitations applicable to the Vendor. ITCA may also make price adjustments to ensure compliance with maximum allowable reimbursement levels by peer group.
- E. In setting allowable reimbursement levels, ITCA shall consider client access in a geographic area and may include a factor to reflect fluctuations in wholesale prices. ITCA may, within its sole discretion, choose to exempt Vendors that supply only exempt infant formula and/or WIC eligible medical foods from the allowable reimbursement limits.
- F. Vendor must maintain competitive prices for WIC authorized food products. A Vendor's failure to remain price competitive is cause for termination of the Vendor Agreement, even if actual payments to the Vendor are within the maximum reimbursement amount.
- H. Vendor shall clearly mark the current shelf price of the WIC approved foods either on the product's container, on the shelf, or on a nearby sign that includes the sale price. Vendor shall charge the WIC Program the current shelf price for each WIC food product.
- I. Vendor shall only charge the WIC Program for WIC authorized products received by the WIC Customer. Charging for products not received, including charging for products in excess of what was received, is a violation of this Agreement.
- J. Vendor shall comply with discount and coupon requirements for the application of discounts and coupons, including but not limited to manufacturer coupons, quantity and price discounts and promotions, added ounces, transaction discounts, other discounts, and loyalty card savings, as set forth in the WIC EBT Operating Rules and applicable law.

19. VENDOR PAYMENT AND CLAIMS

- A. ITCA will establish procedures to assure, and will provide for, prompt reimbursement of Vendors through normal banking channels for all valid WIC transactions as required by this Agreement.
- B. When ITCA determines that the Vendor has committed a violation that affects payment to the Vendor, ITCA may deny payment, delay payment, or establish a claim in the amount of the full purchase of each WIC transaction that contained the Vendor overcharge, unsubstantiated quantities, improper WIC transactions, or other error. The Vendor shall have an opportunity to provide justification or correction when ITCA denies reimbursement for a transaction or requests payment for an improper transaction.

- C. In addition to denying payment or assessing a claim, ITCA may sanction the Vendor for Vendor overcharges, improper WIC transactions, unsubstantiated quantities, or other errors in conformance with this Agreement and the Sanction Schedule (Vendor Manual Attachment K), and applicable law. Sanctions may include termination, disqualification, administrative fines, and civil money penalties in lieu of disqualification, or any combination thereof as may be permitted by law.
- D. Every payment obligation of ITCA under this Agreement is conditioned upon the availability of federal funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, or any program authorized by this Agreement, this Agreement may be terminated by ITCA at the end of the period for which funds are available, or the Agreement may be modified to accommodate the reductions of funds. No liability shall accrue to ITCA in the event this provision is exercised, and ITCA shall not be obligated or liable for any future payments, or for any damages as a result of termination or modification resulting in a reduction of funds or nonpayment under this subsection.
- E. The Vendor shall pay any claim assessed by ITCA. In collecting a claim, ITCA may offset the claim against current and subsequent amounts to be paid to the Vendor. A failure to pay a claim may result in termination of the Vendor Agreement, and any civil or criminal penalties that may be available under the law.

20. TRANSACTION DISPUTE RESOLUTION

- A. Transaction dispute resolution addresses conditions where one or more parties to a WIC transaction have incurred or may incur a financial loss. Transactions can be disputed by the WIC Customer, the WIC Vendor or other parties to the transaction. WIC Vendor transaction disputes may be initiated by Vendor or the Acquirer or Third Party Processor on Vendor's behalf. WIC Customer disputes may be initiated by the WIC Customer, or ITCA, on behalf of the WIC Customer.
- B. WIC Vendor disputes include disputes related to, the availability of WIC benefits for a store and forward transaction, a WIC transaction not paid because of invalid electronic signature (Cyclical Redundancy Check (CRC)), a WIC transaction not paid because the food is no longer active in the APL, a rejected WIC transaction, claim file rejected, and a WIC transaction not previously submitted.
- C. WIC Customer disputes include disputes related to, WIC benefit purchase decline or reduced amount, WIC benefit purchase not received, and WIC benefit purchase in error.
- D. Vendor shall research and provide receipts or other supporting documentation to ITCA within ten (10) days from the receipt of the notification of a dispute from ITCA. For purposes of this Section 20, "days" shall be computed using "processing days" as defined in Section 14 of the EBT Operating Rules.
- E. ITCA shall research and provide a response within ten (10) days from the receipt of the notification of a dispute from Vendor.
- F. The transaction information that shall be available for researching a dispute under this Section includes, but is not limited to, a copy of the WIC transaction receipt for the

purchase being disputed (for a WIC Customer initiated dispute), the transaction log record (for a Vendor initiated dispute) for the purchase being disputed, date and time of WIC transaction as recorded on the receipt or log record, WIC card number, Vendor ID, transaction details such as the systems trace audit number, UPCs/PLUs purchased, food Category and Sub-Category details. Transaction dispute documentation shall be submitted via fax or email, with a hard copy provided via U.S. Mail or as specified by ITCA.

- G. All payment disputes between the Vendor and ITCA shall be resolved within forty-five (45) days of the dispute being submitted by the Vendor. If a dispute is not resolved within forty-five (45) days, the initiating party shall be deemed entitled to the claim and the disputed item will be settled in their favor. Vendor disputes resolved by ITCA within forty-five (45) days are final.
- H. WIC Customer disputes involving Vendor shall be reported to ITCA within the benefit period the dispute occurred. Benefits are not adjusted if the dispute is reported beyond the benefit expiration date.
- I. Disputes which are resolved and require payment to be made to Vendor will be settled by ITCA adjusting the disputed transaction dollar amount, or by Automated Clearing House payment to the Vendor. As stated in 6.O above, Vendor shall not seek restitution from a WIC Customer for a WIC transaction not reimbursed, or partially reimbursed by ITCA.

21. DISPUTE RESOLUTION UNDER THE AGREEMENT

- A. In the event of any dispute, question, or disagreement arising out of or relating to an interpretation of this Agreement, but not in the event of a transaction dispute under Section 20, Vendor and ITCA shall act immediately and will use their best efforts to settle such dispute at the lowest level possible. To this effect, Vendor and ITCA shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to Vendor and ITCA. The existence of a dispute notwithstanding, Vendor and ITCA shall continue, without delay, to carry out all their respective responsibilities under the Agreement pending the resolution of this dispute under this Section.
- B. If the dispute regarding an interpretation of this Agreement cannot be resolved according to the process above, Vendor or ITCA may submit a written request to the ITCA Executive Director within fourteen (14) days of the conclusion of the above process. The decision of the ITCA Executive Director shall be final and conclusive as to the position of ITCA under the Agreement, and thereafter Vendor or ITCA may seek any other additional remedies as provided for in this Agreement or as may be permitted under the law, including the right to terminate this Agreement.

22. MONITORING AND VIOLATIONS

- A. ITCA will conduct monitoring visits of Vendor to ensure compliance with this Agreement and WIC Program requirements, in accordance with the criteria established in the ITCA Policy and Procedure Manual and Vendor Manual.

- B. ITCA may conduct routine monitoring and compliance investigations at times that are unannounced.
- C. ITCA may use its staff or investigators retained for the sole purpose of conducting covert compliance investigations.
- D. Violations that are discovered through monitoring or compliance investigations may be reported by ITCA to appropriate federal, state or local law enforcement, other WIC state agencies, SNAP, and the USDA.
- E. In conformance with the Vendor Manual, ITCA will notify the Vendor in writing when an investigation reveals an initial incidence of a violation for which a pattern of incidences must be established in order to impose a sanction, before another such incidence is documented, unless ITCA determines, in its discretion, on a case-by-case basis, that notifying the Vendor would compromise the investigation. ITCA reserves the right to assess WIC violations consistent with the WIC Sanction Schedule (Vendor Manual Appendix K).
- F. During monitoring visits, the Vendor shall provide access, during normal business hours, to all lanes and checkout areas, shelf prices, shelf price records, purchase records of WIC authorized foods, and food storage areas. Monitoring may include, but is not limited to, the following:
 - 4. Unannounced monitoring visits by ITCA personnel or persons authorized by ITCA; representatives from the USDA or other federal agencies; federal, state or local law enforcement agencies; or authorized personnel from local WIC agencies.
 - 5. Compliance buys, which are undercover investigations to determine compliance with all applicable requirements.
 - 6. Inventory audits, which are an examination of inventory levels and food invoices or other proofs of purchase to determine whether a Vendor has purchased sufficient quantities of WIC authorized foods to meet the needs of WIC Customers during any given period of time.
- G. Vendor is held accountable for the actions of its owners, officers, managers, employees, and agents that violate this Agreement, federal or state statutes, regulations, and policies and requirements governing the WIC Program. The vendor is held accountable for intentional and unintentional violations, including violations committed without the knowledge of store management.

23. CRIMINAL PENALTIES

Any violation that appears in ITCA's professional judgment to be fraud or abuse, willful misappropriation, use of stolen or fraudulently obtained program funds, or trafficking, will be reported to the appropriate federal, state or local law enforcement agencies for criminal prosecution. Vendor may be subject to a fine of not more than \$25,000, imprisonment of not more than five years, or both, if the value of funds obtained through fraudulent or activity are \$100 or more. If the value of funds obtained through fraudulent activity are less than \$100,

Vendor may be subject to a fine of not more than \$1,000, or imprisonment for not more than one year, or both. ITCA will use all information related to this Agreement to assist law enforcement with a prosecution.

24. **VIOLATIONS – CARRYOVER**

Violations of the WIC Program that result in federally mandated sanctions, may result in a disqualification period that is carried over to subsequent Vendor Agreement periods, in accordance with the federally mandated sanction timeline, and used as a basis for application denial, termination and/or disqualification, or other sanctions (including monetary claims) in accordance with the most recent Sanction Schedule (Vendor Manual Appendix K) prescribed by the ITCA Vendor Manual.

25. **TERMINATION**

- A. Vendors who violate the terms of this Agreement are subject to disqualification as outlined in the Sanction Schedule. Violations of the Agreement may also, in certain instances, result in the termination of this Agreement.
- B. Either Vendor or ITCA may terminate this Agreement **without cause**, after providing advanced written notice of a period of at least thirty (30) days.
- C. Vendor may terminate this Agreement **for cause** after providing advanced written notice of a period of at least thirty (30) days.
- D. ITCA may terminate a Vendor **for cause**, after providing advanced written notice of a period of at least thirty (30) days. In the event the Vendor appeals the termination, the timelines and procedures prescribed by the Vendor Appeals and Administrative Review Procedures (Vendor Manual Section - 12), shall govern.
- E. The disqualification of Vendor for reasons of non-compliance shall terminate this Agreement. ITCA shall provide Vendor with advance written notice at least thirty (30) days prior to the disqualification date for a failure of the Vendor to comply with the conditions and responsibilities set forth in (1) this Agreement; (2) the most recent federal regulations at 7 CFR Part 246; (3) the WIC EBT Operating Rules; (4) the ITCA WIC Vendor Manual, including its appendices; and (5) any subsequent amendments and revisions to the documents listed in this subsection or as may be required by any applicable requirement of law.
- F. ITCA may terminate this Agreement, **without advance notice**, upon (1) the termination of the ITCA WIC Program or the non-availability of funds; (2) a violation of trafficking in WIC benefits; (3) a violation of selling firearms, ammunition, explosives or controlled substances in exchange for WIC benefits. A conviction of trafficking in WIC benefits, or selling firearms, ammunition, explosives, or controlled substances in exchange for WIC benefits results in termination and permanent disqualification from Vendor's participation in the WIC Program.
- G. ITCA will conduct a client access assessment prior to imposing a Vendor disqualification period. If ITCA determines that disqualification of a Vendor results in inadequate client

access, a civil money penalty is imposed in lieu of disqualification. Documentation of the client access determination and supporting documents are kept in the file of each Vendor who is disqualified or issued a civil money penalty in lieu of disqualification.

- H. A Vendor convicted of trafficking in WIC benefits, or selling firearms, ammunition, explosives, or controlled substances in exchange for WIC benefits is not eligible to receive a civil money penalty in lieu of disqualification.
- I. ITCA must disqualify a Vendor who has been disqualified from SNAP. The disqualification must be for the same length of time as SNAP disqualification, may begin at a later date than SNAP disqualification, and may not be subject to administrative review. Prior to disqualifying a WIC Vendor that has been issued a civil money penalty for hardship in lieu of disqualification from SNAP, ITCA will conduct a client access determination, if the Vendor is needed for client access ITCA may not disqualify the Vendor or impose a civil money penalty in lieu of disqualification from the WIC Program.
- J. Disqualification from another WIC Program for a violation that results in federal mandatory sanction, results in disqualification from the ITCA WIC Program. This disqualification period is identical to the other WIC Program disqualification period and may begin on a different date. Prior to disqualifying a Vendor that has been issued a civil money penalty in lieu of disqualification from WIC, ITCA will conduct a client access determination, if the Vendor is needed for ITCA WIC client access the ITCA WIC Program shall not disqualify the Vendor or impose a civil money penalty in lieu of disqualification from the ITCA WIC Program.
- K. Disqualification from the WIC Program may result in disqualification as a retailer in SNAP. Such disqualification may not be subject to administrative or judicial review under SNAP.
- L. ITCA does not accept voluntary withdrawal from this Agreement, or non-renewal of this Agreement, as an alternative to disqualification.
- M. In addition to the grounds for termination set forth herein, ITCA may immediately terminate this Agreement if the Vendor provided false or misleading information in connection with its Vendor Application for authorization.
- N. ITCA will not accept or process a Vendor Application during any period of disqualification.
- O. Upon termination or disqualification from the ITCA WIC Program, Vendor is (1) deactivated in the WIC Management Information System (MIS); (2) no longer able to accept ITCA WIC benefits; and (3) is removed from the authorized Vendor list. Any payment owed to Vendor will be paid the settlement day following the termination or disqualification date.
- P. Upon termination or disqualification, if Vendor utilizes WIC only stand-beside device, Vendor shall return the equipment to the eWIC processor. If the cost of the WIC only stand beside device is paid by ITCA, and Vendor is terminated or disqualified, Vendor

becomes responsible for any and all costs accrued after the termination or disqualification effective date as a result of not returning the equipment to the eWIC processor.

26. APPEALS AND ADMINISTRATIVE REVIEWS

- A. Vendors may appeal decisions made by ITCA that result in adverse action to be applied to Vendor by requesting an administrative review. Administrative Review Procedures (Vendor Manual - Section 12) ensure Vendors have an objective and impartial avenue to seek redress when denied authorization, treated unfairly, or if an adverse action has been taken against them by the ITCA WIC Program. These Procedures are also intended to ensure that the ITCA WIC Program standards, policies, procedures, and regulations are applied without prejudice.
- B. The Administrative Review Instructions for Vendors can be found in the ITCA WIC Vendor Manual as Appendix M and at the ITCA website link show in Section 2(B) of this Agreement. The Administrative Review Instructions for Vendors will also be provided to Vendor upon imposition of an adverse action for Vendor violations that are eligible for administrative review.
- C. Administrative reviews consist of full administrative reviews and partial administrative reviews. Full administrative reviews consist of a hearing before an impartial officer. Partial administrative review does not include a hearing, but instead is based on written documentation and other materials submitted to an official by both parties.
- D. The adverse actions **eligible** for administrative review include:
 - 1. Denial of the Vendor's Application for authorization due to Vendor's failure to meet ITCA WIC Vendor Selection Criteria (Vendor Manual Appendix C) as related to,
 - a. Minimum Stock Requirements (Vendor Manual Appendix H),
 - b. Business integrity;
 - c. Current disqualification or imposition of a civil money for hardship in lieu of disqualification from SNAP;
 - d. SNAP authorization requirement;
 - e. Competitive price requirement; and
 - f. Determination of SNAP authorization status.
 - 2. Denial of the Vendor Application due to the Vendor attempting to circumvent WIC sanction;
 - 3. Denial of Vendor Application based on ITCA's limiting criteria;
 - 4. Disqualification based on a trafficking conviction;
 - 5. Disqualification based on imposition of a SNAP civil money for hardship;
 - 6. Disqualification or imposition of a civil money penalty in lieu of disqualification

based on a mandatory sanction from another WIC Program;

7. Termination of this Agreement for cause;
 8. Disqualification, and imposition of a fine or a civil money penalty in lieu of disqualification from the ITCA WIC Program;
 9. Termination of the Vendor Agreement due to a change in ownership, location, or cessation of operations; and
 10. A WIC civil money penalty imposed in lieu of disqualification based on a SNAP disqualification.
- E. The adverse action **not eligible** for administrative review include:
1. The validity or appropriateness of the ITCA: Vendor limiting criteria, Vendor minimum stock Selection Criteria (Vendor Manual Appendix C), Vendor business integrity Selection Criteria, Selection Criteria regarding disqualification or civil money penalty for hardship imposed by SNAP, Selection Criteria for competitive price including but not limited to Vendor peer group criteria and criteria used to identify Vendors that are above-50-percent Vendors (if applicable), client access criteria and client access determination;
 2. The determination to withhold written notification to Vendor of an initial violation identified in an investigation, when a pattern of violations is needed in order to impose a sanction;
 3. The determination of whether Vendor had an effective policy and program in effect to prevent trafficking and that the ownership of the vendor was not aware of, did not approve of, and was not involved in the conduct of the violation;
 4. Vendor Agreement expiration;
 5. Disputes regarding WIC payment and Vendor claims (other than the opportunity to justify and correct a vendor overcharge or other error);
 6. Reciprocal disqualification from WIC as result of disqualification from SNAP;
 7. The determination to include or exclude an infant formula manufacturer, wholesaler, distributor, or retailer from the list required.
- F. Vendor shall follow the procedures for requesting an administrative review, and submit a request for administrative review within the time period set forth in the Administrative Review Instructions for Vendors (Vendor Manual Appendix M).

27. PROHIBITION AGAINST DISCRIMINATION

In conformance with 7 CFR § 246.8, Vendor shall comply with all applicable provisions of law that prohibit discrimination against persons on the grounds of race, color, national origin, age, sex

(including gender identity and sexual orientation), handicap or other condition, including, but not limited to, applicable provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; and Department of Agriculture regulations on nondiscrimination (7 CFR parts 15, 15a and 15b).

VENDOR

BY:

Signature

Printed Name and Title of Authorized Person

Date

Store Name

Street Address

City State Zip

Telephone Number

INTER TRIBAL COUNCIL OF ARIZONA, INC.

BY:

Signature

Maria Dadgar, MBA, Executive Director
Printed Name and Title of Authorized Person

Date

Inter Tribal Council of Arizona, Inc.
Name

2214 N. Central Avenue, Suite 100
Street Address

Phoenix AZ 85004
City State Zip

(602) 258-4822
Telephone Number

APPENDIX A

VENDOR'S AUTHORIZED STORE LOCATIONS

Store Name:		
SNAP Number:		
Mailing Address:		
City:	State:	Zip Code
Telephone Number:		Fax Number:
Manager Name:		
Electronic mail address:		

Individual responsible for Vendor compliance at this location:

Name:	Phone Number:
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