

VENDOR PARTICIPATION AGREEMENT
Between
GUAM SPECIAL SUPPLEMENTAL NUTRITION PROGRAM
FOR WOMEN, INFANTS AND CHILDREN (WIC Program)
of the Department of Public Health and Social Services
and
Agat Kim Chee Store

This vendor participation agreement is made and entered by and between the Guam Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program) of the Department of Public Health and Social Services (DPHSS), government of Guam (herein referred to as State agency), **Agat Kim Chee Store** (herein referred to as Vendor), for the provision of supplemental foods to participants or authorized parents/caretakers of infant and child participants in the WIC Program.

WHEREAS, State agency has entered into a written agreement with the Food and Nutrition Service of the U.S. Department of Agriculture (USDA) for administering within the island of Guam the Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program) authorized by Section 17 of the Child Nutrition Act of 1966, as amended. The purpose of the WIC Program is to provide at no cost supplemental foods and nutrition education to low-income pregnant, postpartum, and breastfeeding women, infants and children who satisfy eligibility requirements of the program; and

WHEREAS, State agency is responsible for the design, management, and accountability of the food delivery system under its jurisdiction in accordance with Federal regulations in 7 CFR Part 246, and any amendments thereto. The State agency operates a retail food delivery system in which participants or authorized parents/caretakers of infant and child participants obtain authorized supplemental foods by submitting WIC FOOD BENEFITS to an authorized vendor;

WHEREAS, State agency desires to enter into agreements with retail stores meeting criteria specified by the State agency in order to allow WIC participants or authorized parents/caretakers of infant and child participants to obtain authorized supplemental foods; and

WHEREAS, Vendor desires to become an authorized WIC vendor for the provision of supplemental foods to WIC participants and has applied and has been selected; and

NOW, THEREFORE, State agency and vendor hereby agree that vendor shall become an authorized WIC vendor subject to applicable laws and the terms and conditions stated herein below.

SECTION I. VENDOR AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

A. WITH REGARD TO THE WIC PROGRAM GENERALLY, VENDOR AGREES:

1. To comply with this vendor agreement and the below Federal and State statutes, regulations, policies, and procedures governing the WIC Program, including any changes made during the agreement period.

- 7CFR Part 246 at <https://www.fns.usda.gov/part-246>; <https://www.ecfr.gov> (Title 7, 246);

- WIC Electronic Benefit Transfer provisions - <https://www.federalregister.gov>;
<https://www.ecfr.gov> (Title 7, Subtitle B, Chapter II, Subchapter A, Part 246);

- 7 CFR., Part 246, the FNS Operating Rules for Women, Infants and Children Electronic Benefits Transfer, dated September 2014 at <https://www.fns.usda.gov/wic/wic-ebt-operating-rules-technical-implementation-guide>; <https://www.ecfr.gov> (Title 7, Subtitle B, Chapter II, Subchapter A, Part 246);

- Federal Civil Penalties Inflation Adjustment Improvements Acts of 2015 at 7 CFR 3.91(b)(3)(v) and 7 CFR 246.12(l)(1)(x); WIC Policy Memorandum: #2021-2 (WIC Civil Monetary Penalty (CMP) Inflation Adjustment for 2020); <https://www.ecfr.gov> (Title 15, Subtitle A, Part 6 and Title 7, Subtitle B, Chapter II, Subchapter A, Part 246).

**** USDA FNS WIC for purposes of guidance and clarity only, has provided a USDA Food and Nutrition Service Vendor Management and Food Delivery Handbook-
<https://www.fns.usda.gov/wic/vendor-management-and-food-delivery-handbook>. This is not part of the terms and conditions of this vendor participation agreement however it is a useful reference tool for both the WIC Program and vendor as to the above statutory and regulatory requirements.

2. To comply with the nondiscrimination provisions of U.S. Department of Agriculture regulations (7 CFR Parts 15, 15a and 15b) and the requirements of Title VI of the Civil Rights Act of 1964, including provisions of the Americans with Disabilities Act of 1990 and its amendments. The vendor must ensure that no person on the grounds of race, color, national origin, age, sex or disability is denied access or service to vendors' place of business or be otherwise subjected to discrimination.

3. To comply with the current vendor selection and authorization criteria, including any changes to the criteria, throughout the agreement period. A copy of the criteria is available in the vendor application packet issued during the open enrollment period for vendor applications, handouts at interactive vendor training sessions, or in the State Plan of the Guam WIC Program.

4. To offer program participants and authorized parents/caretakers of infant or child participants the same courtesies offered to other customers.

5. Not to identify WIC participants or authorized parents/caretakers of infant or child participants from other customers, not to establish a separate checkout line for WIC participants, and not to post signs in express lines which indicate that WIC FOOD BENEFITS are not allowed

6. To permit WIC participants or authorized parents/caretakers of infant and child participants to obtain supplemental foods with WIC FOOD BENEFITS without making other cash purchases.

7. To ensure at least one representative of the vendor participates in training provided annually by the WIC Program in a variety of formats including newsletters, videos, or interactive training.
8. To inform and train cashiers and other appropriate vendor employees regarding WIC authorized supplemental foods and Program requirements and procedures; and to provide copies of the current Guam WIC Program Approved Foods list to the cashiers for reference at each checkout register.
9. To be accountable for the actions of its owners, officers, managers, agents, and employees who commit vendor violations.
10. To maintain business integrity and ensure current owners, officers, or managers have no felony convictions or civil judgments entered against them for any activity indicating a lack of business integrity. Activities indicating a lack of business integrity include, but are not limited to: fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, and obstruction of justice. The vendor must inform the WIC Program immediately if such instance occurs.
11. To inform the WIC Program if the vendor is under investigation by the USDA Supplemental Nutrition Assistance Program (SNAP).
12. To allow reasonable access to the establishment for Federal and WIC Program representatives to review and monitor the vendor for compliance with program requirements, and to cooperate with Federal and WIC Program representatives during a monitoring visit.
13. To take necessary remedial action within the established timeframe on any problem(s) noted during an on-site routine monitoring visit by the WIC Program.
14. To maintain and retain, for a period of not less than three (3) years, inventory records used for Federal tax reporting purposes and other records including invoices of WIC and non-WIC foods, purchase records, shelf price records, and gross sales receipts. Upon request, the vendor must make readily available and provide to representatives of the WIC Program, the U.S. Department of Agriculture, and the Comptroller General of the United States, at any reasonable time and place for inspection and audit, all WIC FOOD BENEFITS in the vendor's possession and all program-related records relevant to the performance of this agreement. In addition, the vendor must maintain and provide the Guam WIC Program upon request acceptable documentation of annual total food sales revenue (Supplemental Nutrition Assistance Program (SNAP) eligible food sales), as well as invoices and receipts showing the source of infant formula purchases.
15. To notify the WIC Program of any change in vendor ownership, store location, or cessation of operations. This vendor agreement will be terminated in such instances. The notification must be in writing and provided not less than 30 calendar days in advance of the effective date of the change in ownership or cessation of operation. A change in business structure constitutes a change in ownership, and when the vendor's operation moves one (1) mile or more, it constitutes a change in store location.

16. To provide the WIC Program with the vendor's bank/financial institution information for WIC food instrument and cash value voucher processing and redemption including, but not limited to: the name, branch, and account number. The vendor shall notify the WIC Program in writing of any changes in the bank/financial institution information not less than 30 calendar days before the change takes place.
17. To accept full responsibility for any fees charged by the vendor's financial institution and the WIC Program's financial institution due to nonpayment and return of improperly transacted WIC FOOD BENEFITS that exceed the price limitation applicable to the vendor.
18. To pay any claim assessed by the WIC Program within 30 days of receipt of such claims for any vendor overcharges or other errors in food instruments or cash value vouchers transacted and redeemed.
19. Not to charge participants or authorized parents/caretakers of infant and child participants for authorized supplemental foods obtained with WIC FOOD BENEFITS. In addition, the vendor may not contact and seek restitution from these individuals for WIC FOOD BENEFITS not paid or partially paid by the WIC Program.
20. In addition to claims collection, the vendor may be sanctioned for program violations in accordance with Federal regulations, 7 CFR Part 246, §246.12, and the vendor sanction schedule in this agreement.
21. To have no obligation and no entitlement to renew this agreement at the time of expiration or termination.
22. To reapply for authorization during the open enrollment period for vendor applications, if the vendor wishes to be authorized beyond the period of its current agreement. Information in the vendor application must be true and complete. This vendor agreement does not constitute a license or a property interest. If the vendor is disqualified, the WIC Program will terminate this agreement, and the vendor will have to reapply, during the open enrollment period, in order to be authorized after the disqualification period is over. In all cases, the vendor's new application is subject to the vendor selection criteria and any vendor limiting criteria in effect at the time of reapplication.
23. To provide the WIC Program with the current shelf prices of WIC approved supplemental foods by accurately completing the program's food price list form at the time of initial application, reapplication, semi-annually, or upon request (submit by the date specified by the WIC Program).
24. To notify the WIC Program in writing (acceptable by fax transmittal with vendor representative's signature) of any permanent changes in the vendor's semi-annual food price list, specifically, any additions, deletions, or price changes in WIC foods. Notification must be made within ten (10) calendar days prior to the effective date of the change. Notification is not required of promotional sales in WIC foods for a limited time period.
25. To display the shelf price of authorized supplemental foods either on the items, on the shelves in proximity to the foods, or in the immediate area where the foods are kept (customer area of the store). The

vendor must prominently display the shelf price of supplemental foods in clear view of customers and in a way that clearly identifies the price with the specific food item.

26. To post in the store, in a place conspicuously visible to the public, at least one WIC sign provided by the WIC Program that identifies the store as an authorized WIC food vendor. The vendor will also attach on the shelves channel strips or shelf-talkers provided by the WIC Program stating "WIC-approved" or "WIC-eligible" to identify authorized WIC foods. Vendors may only post WIC signs and WIC shelf-talkers provided by the Guam WIC Program.

27. To remove and not sell to WIC participants authorized supplemental foods that have exceeded the manufacturer's expiration date, "sell by," "best if used by," or some other date limiting the sale or use of the food item.

28. To maintain the store premises in good sanitary condition, grade "A" rating at all times.

29. To maintain mechanically refrigerated containers at a temperature of 45° Fahrenheit or below. (Mechanical refrigeration is required.)

30. To notify the WIC Program by telephone and in writing (acceptable by fax transmittal) when the store's sanitary inspection rating is below a grade "A." The vendor must notify the WIC Program no later than the next work day of the WIC Program following the date of the change in rating.

31. To provide translation of all WIC materials if the vendor and its staff are not fluent in English. The vendor must provide a translator for on-site monitoring visits and vendor training sessions conducted by the WIC Program to ensure that vendor's employees understand WIC regulations, policies, and procedures.

32. To provide the WIC Program each year (by July 31) the current business license and sanitary permit with the proper endorsements during the term of this agreement.

33. To maintain store hours of operation at least 6 days per week, 9 hours per day including the hours of 9:00 a.m. to 6:00 p.m.

34. Not to permit any person or persons employed by or associated with the WIC Program to acquire or retain any interest in or relationship with the vendor which might lead to a conflict of interest as defined by applicable State/local laws, regulations and policies. Conflict of interest between the vendor and the WIC Program is prohibited.

35. To provide authorized supplemental foods to participants and authorized parents/caretakers of infant and child participants at the following fixed, permanent location only: **Guam WIC Authorized Vendor**. No other entry.

36. When requested by the WIC Program, on a case by case basis, the vendor may provide special-order infant formula or other medically prescribed foods to certain participants or authorized

parents/caretakers of infant or child participants in addition to the minimum variety and quantity of authorized WIC supplemental foods in this agreement.

37. During times of natural disasters or emergency circumstances, vendor may be required to provide certain WIC supplemental foods in smaller sizes and ready to use form. The WIC Program will inform the vendor on the sizes and forms of the specific WIC supplemental foods required in such circumstances.

38. To purchase infant formula only from the sources on the Guam WIC Program's restricted list of infant formula distributors licensed under Guam law/regulation, and infant formula manufacturers registered with the U.S. Food and Drug Administration. The list of authorized sources includes an infant formula distributor licensed and listed in the California WIC Program's infant formula authorized sources. This applies to primary contract brand and non-contract brand infant formula approved by the Guam WIC Program.

39. The Guam WIC Program wholly disallows (WIC) vendors (regular or above 50 percent) from offering incentive items solely to WIC participants. Section 246.12 (h) (3) (iii) of the Federal WIC regulations requires vendors to offer Program participants the same courtesies that are offered to non-WIC customers. Therefore, a WIC-authorized vendor may not treat WIC customers differently by offering incentive items that are not offered to non-WIC customers. Incentive items include, but are not limited to, cash prizes, lottery tickets, transportation, sales/specials (e.g., buy one-get-one free, free additional ounces, etc.) and other free food or merchandise. Anything made available in a public area as a complimentary gift which may be consumed or taken without charge is a prohibited incentive item ((246.12(g)(3)(iv)(B)(4)). Minimal customary courtesies of the retail food trade, such as bagging supplemental food for the participant and assisting the participant with loading the supplemental food into his/her automobile are exceptions.

40. To maintain and stock the required minimum variety and quantity of WIC supplemental foods, on the shelves at all times in the shopping areas of the store for WIC participants and authorized parents/caretakers of infant and child participants to obtain, as follows:

(Remainder of page intentionally left blank. GUAM WIC Minimum Variety and Quantity Requirements (and Exclusions) of WIC Authorized Foods follows on next page).

GUAM WIC Minimum Variety and Quantity Requirements (and Exclusions) of WIC Authorized Foods			
Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements	Exclusions
<p>MILK</p> <p>FLUID MILK (Chilled or Shelf Stable)</p> <ul style="list-style-type: none"> * DEVONDALE (Whole, 1% (Low Fat) or non-fat) <ul style="list-style-type: none"> - Gallon - shelf stable - Quart - shelf stable * FOREMOST (Whole, 1% (Low Fat), or non-fat) <ul style="list-style-type: none"> - Quart - shelf stable - Gallon - shelf stable * DARIGOLD (Whole, 1% (Low Fat), or non-fat) <ul style="list-style-type: none"> - 1/2 gallon - chilled * CALIFORNIA SUNSHINE (Whole, 1% (Low Fat) or non-fat) - 1/2 gallon - chilled * REAL FRESH (Whole, or 1% (Low at) <ul style="list-style-type: none"> - Quart - shelf stable - 8 fl. oz. (Only if specified on WIC food benefits) * HERSHEY'S (Whole, 1% (Low Fat), or non-fat) <ul style="list-style-type: none"> - Quart - shelf stable - Gallon - shelf stable * ANCHOR (Whole or non-fat) <ul style="list-style-type: none"> - Gallon - shelf stable - Quart - shelf stable * DARIGOLD Lactose free or LACTAID (Reduced lactose milk, whole, 1% (Low Fat) or 	<p>Fluid (Chilled or shelf stable) milk must be available</p>	<p>FLUID MILK</p> <p>1. <u>Chilled Milk</u></p> <ul style="list-style-type: none"> - Total of seven (7) gallons of whole, 1% Low Fat or non-fat chilled or UHT milk; and a Total of twelve (12) half-gallons Whole (4), 1% Low Fat (4), or non-fat (4) chilled milk. <p>2. <u>Shelf Stable Milk</u></p> <ul style="list-style-type: none"> - Total of thirty-six (36) quarts of whole (12), 1% Low Fat (12), or non-fat (12) shelf stable milk 	<ul style="list-style-type: none"> - Non-approved brands - Flavored milk - Filled milk - Pint size - Raw (unpasteurized) Milk - Non-dairy substitutes - Sweetened condensed milk - Buttermilk - Goat's milk - Organic milk - Evaporated milk - Whole milk only for children 12 to 23 months - 8 fl. oz. - shelf stable (Only if specified on WIC food benefits) - 1% (Low Fat), or non-fat milk only for women and children 24 months and up <p>Note: Skim Milk is the same as non-fat milk; 2 % Milk only allowed if specified on WIC food benefits</p>

non-fat). (Only if specified on WIC food benefits) - ½ gallon – chilled			
<p><u>MILK (Cont'd)</u></p> <p>* <u>DRY POWDERED MILK</u></p> <ul style="list-style-type: none"> - Nestle Carnation - Dry powdered milk (9.6 oz); - Goat's milk – whole milk, 12 oz.; <p>* Only if specified on WIC food benefits;</p>	None.	None.	None.
<p>* <u>EVAPORATED MILK (12 oz. can)</u></p> <ul style="list-style-type: none"> - Nestle Carnation - Western Family... - Essential Everyday - Goat's milk – whole milk, 12 oz.; <p>* Only if specified on WIC food benefits</p>	No condensed milk.	None.	None.
<p><u>TOFU</u></p> <ul style="list-style-type: none"> - 16 oz. block; - water packed; - Any texture (soft, medium firm, firm, or extra firm); - Calcium-set only; - SunSoy (firm); - Azumaya (firm and extra firm); 	Magnesium set tofu.	A total of 2 lbs.	None.
<p><u>CHEESE</u></p> <ul style="list-style-type: none"> - 16 oz. block or 8 oz. blocks (only if specified on WIC food benefits) - Any brand of the following: - Cheddar - Mozzarella 	At least two (2) varieties must be available	Total of 10 pounds of regular cheese block)	<ul style="list-style-type: none"> - Cheese food - Cheese spread - Cream cheese or Parmesan cheese - Pasteurized process cheese - Deli purchases

<ul style="list-style-type: none"> - Monterey Jack - Colby - Colby Jack - Swiss - Cheese blends of the above are also approved - Mozzarella string style (only 16 oz. package) 			<ul style="list-style-type: none"> - Extra Sharp (Cheddar) cheese - Organic cheese - Diced, grated, sliced, or shredded cheese - Cheese with added hot peppers or spices
<p><u>EGGS</u></p> <ul style="list-style-type: none"> - U.S. grade A or AA - Any brand - One (1) dozen white or brown eggs - Small, medium, or large size 	<ul style="list-style-type: none"> - Small, medium, or large size 	<p>Four (4) dozens</p>	<ul style="list-style-type: none"> - Extra-large or jumbo size - Powdered or liquid eggs - Egg substitutes - Specialty eggs such as organic, etc.
<p><u>YOGURT</u></p> <ul style="list-style-type: none"> - 32 oz. (Plain Quart size only) - Only if specified on WIC food benefits <p>Any of the following brands:</p> <ul style="list-style-type: none"> - Brown Cow - Mountain High - Nancy's - Western Family - Stoney Field - Essential Everyday - Chobani (Plain Non-Fat Greek) 	<ul style="list-style-type: none"> - Yogurt must be available. 	<p>Total of three (3) quarts of yogurt.</p>	<ul style="list-style-type: none"> - Flavored not allowed - Only 1% (Low Fat) or non-fat yogurt allowed for children over 2 years of age and women - Only whole fat yogurt allowed for children less than 2 years of age - No other ingredients i.e. granola, honey, or fruit - Only if specified on WIC food benefits

GUAM WIC Minimum Variety and Quantity Requirements (and Exclusions) of WIC Authorized Foods		
Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements
		Exclusions

<p><u>JUICE</u></p> <p>1. <u>Frozen Juice</u></p> <ul style="list-style-type: none"> * 100% Juice, greater than or equal to 120% Vitamin C. No minimum Vitamin C requirement on citrus juices (i.e. orange and grapefruit juices); * Added calcium & Vitamin D allowed * 11.5 to 16 fl. oz. concentrate - Apple juice (Seneca Red, Springfield, Western Family, IGA, Treetop, Old Orchard) - Grape juice (Welch's, Western Family, Old Orchard) — - Pineapple juice (Dole) - Orange juice (any brand) - Grapefruit juice (any brand) <p>2. <u>Shelf Stable</u></p> <ul style="list-style-type: none"> * 100% Juice, greater than or equal to 120% Vitamin C. No minimum Vitamin C requirement on citrus juices (i.e. orange and grapefruit juices); * Added calcium & Vitamin D allowed * 64 and 46 fl. oz. container - Apple juice (W/F, Langers, Motts, Treetop, IGA, Hansen's, Seneca Red, Ruby Kist, Juicy Juice (Nestle), Springfield) - Grape juice (Welch's (concord grapes), 	<p>1. <u>Frozen Juice</u></p> <ul style="list-style-type: none"> - At least two (2) varieties must be available. Orange Juice must be available; <p>2. <u>Shelf Stable</u></p> <ul style="list-style-type: none"> - At least three (3) varieties must be available. Orange Juice must be available. 	<p>1. <u>Frozen Juice</u></p> <ul style="list-style-type: none"> - Total of twelve (12) containers. At least four (4) must be Orange Juice. <p>2. <u>Shelf Stable</u></p> <ul style="list-style-type: none"> - Total of twelve (12) containers. At least four (4) must be Orange Juice. 	<p>1. <u>Frozen Juice</u></p> <ul style="list-style-type: none"> - Fruit Punch - Juice drinks - Mixed juices unless noted - Other brands unless approved by the Guam WIC Program - Juice items that do not state "100 % Juice & 120% Vitamin C" - Organic juice - Sugar added - Other flavors, types, or sizes <p>2. <u>Shelf Stable</u></p> <ul style="list-style-type: none"> - Fruit Punch - Juice drinks - Mixed juices unless noted - Other brands unless approved by the Guam WIC Program - Juice items that do not state "100 % Juice & 120% Vitamin C" (Except for citrus juices, no minimum Vitamin C requirement) - Organic juice - Sugar added - Other flavors, types, or sizes
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<p>IGA & Welch's (Red or White Grape), Welch's Grape, W/F, Hansen's, Langers, Ruby Kist, Donald Duck, Juicy Juice (Nestle), Springfield)</p> <p>- Grapefruit juice (Flavorite, W/F, Ruby Kist, Donald Duck) – No minimum Vitamin C requirement;</p> <p>- Vegetable juice (V8, W/F, IGA, Springfield,)</p> <p>- Pineapple juice (W/F, IGA, Langers, Dole, Hansen's, Springfield);</p> <p>- Tomato juice (Campbell's, IGA, W/F, Red Gold);</p> <p>- Orange juice (Flavorite, Tropicana, Hansen's, Ruby Kist, W/F, Textsun, Cal- Maid, Langers) - No minimum Vitamin C Requirement;</p> <p>* Up to 7 fl. oz. -Only if specified on WIC food benefits</p>			
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GUAM WIC Minimum Variety and Quantity Requirements (and Exclusions) of WIC Authorized Foods		
Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements
<p><u>CEREAL</u></p> <p>- Meets USDA requirement of 28 mg iron/100 g dry cereal, less than 21g Sugar/100gm cereal and has an additional requirement of 2g fiber per serving. Maximum sodium 250mg/serving</p> <p>- Boxes or bags allowed</p> <p>1. Hot cereals</p>		Exclusions

<p>- 11.8 oz. min. size container up to 36 oz.</p> <p>Whole Grain hot cereals</p> <ul style="list-style-type: none"> - Wheat Hearts (Gen. Mills) - Maypo Oatmeal - regular or quick (Homestead Farms LTD) <p>Other hot cereals.</p> <ul style="list-style-type: none"> - Original Malt-O-Meal (Malt-O-Meal Co.) - Cream of Wheat - regular, instant, or quick (B&G Foods, Inc.) - Quaker – Original instant Oatmeal (11.8 oz) - Western Family – Instant Oatmeal (11.8 oz.) 	<p>1. Hot Cereals</p> <ul style="list-style-type: none"> - Varieties of wheat or oats must be available - At least one (1) variety must be in a 11.8 oz. container. 	<p>1. Hot Cereals</p> <ul style="list-style-type: none"> - Total of six (6) boxes / bags /Containers. 	<p>1. Hot Cereals</p> <ul style="list-style-type: none"> - Boxes, bags, or containers smaller than 11.8 oz. - Plain Oatmeal less than 28mg/100g Iron - Hot cereal brands not approved by the Guam WIC Program - Products that contain more than 21g Sugar/100g cereal or less than 2g fiber per serving - Products that contain more than 250 mg/serving of sodium - Quaker – “Export” Original instant Oatmeal (11.8 oz.) - Cereal only. No added ingredients such as raisins, marsh mellow, nuts, etc.
<p>2. Cold Cereals</p> <ul style="list-style-type: none"> - 12 oz. min. size container up to 36 oz. <p>Whole Grain cold cereals</p> <ul style="list-style-type: none"> - Cheerios, Whole Grain or Multigrain (General Mills) - Wheat Bran Flakes (Western Family) - Total, Whole Grain (General Mills) - Kix, Whole Grain (General Mills) - Wheaties (General Mills) - Kellogg’s All Bran Complete Wheat Flakes - Kellogg’s Mini Wheats - Kellogg’s Mini Wheats Bite Size - Kellogg’s Mini Wheats Unfrosted - Kellogg’s Mini Wheats Frosted <p>Other cold cereals</p> <ul style="list-style-type: none"> - Grape Nut Flakes (Post) - Grape Nuts (16 oz., Post) - Bran Flakes (Post) - Life (Quaker) 	<p>2. Cold Cereals</p> <ul style="list-style-type: none"> - At least three (3) varieties (i.e. bran, corn, oat, rice, multi-grain, wheat) must be available and one must be whole grain 	<p>2. Cold Cereals</p> <ul style="list-style-type: none"> - Total of twelve (12) boxes / bags / containers 	<p>2. Cold Cereals</p> <ul style="list-style-type: none"> - Boxes, bags, or containers smaller than 12 oz. - Cold cereal brands not approved by the Guam WIC Program - Iron content less than 28mg/100g Dry cereal - Products that contain more than 21g sugar/100g cereal or less than 2g fiber per serving. - Products that contain more than 250 mg/serving of sodium

<ul style="list-style-type: none"> - Oatmeal Squares (Quaker) - Quaker Essentials – Crunch Corn Bran (Quaker) - Blueberry Mini Spooners (18 oz., Malt-O-Meal) - Strawberry Cream Mini Spooners (18 oz., Malt-O- Meal) 			
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GUAM WIC Minimum Variety and Exclusions) of WIC Authorized Foods

Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements	Exclusions
<p><u>WHOLE WHEAT BREAD</u></p> <p>1. 100% Whole Wheat Bread</p> <ul style="list-style-type: none"> - 16 oz. loaf (Franz, Light Oroweat, Wonder Soft, Pepperidge Farm, Roman Meal Sungrain 100% Whole Wheat Bread; - 24 oz. loaf (Franz, Light Oroweat, Franz Whole Grains-7 Grains, Country Grain Stone Ground – 100% Whole Wheat Bread, Western Farms – 100% Whole Wheat Bread, Holsum Stone Ground; 100% Whole Wheat Bread <p>2. Other Whole Wheat/Whole Grain Options:</p> <ul style="list-style-type: none"> - Ortega – Tortillas, whole wheat, 16 oz.; - Rainbo, dinner rolls, whole wheat, 16 oz.; <p>* <u>16 oz. Options</u> (16 oz. size):</p> <ul style="list-style-type: none"> - Brown Rice – 16 oz. package; Any brand - Oroweat 100% Whole Wheat Hot Dog Buns - Essential Everyday Whole Wheat 	<ul style="list-style-type: none"> - One (1) of the varieties (Brown rice, whole wheat bread, or other whole wheat/whole grain options) must be available in 16 oz. size packages - Whole wheat or whole grain must be the first ingredient in the list of ingredients 	<p>Total of six (6) packages of Brown Rice, 100% Whole Wheat Bread and/or other whole wheat/whole grain options</p>	<p>1. <u>100% Whole Wheat or whole Grain Bread</u></p> <ul style="list-style-type: none"> - When 1st ingredient is: <ul style="list-style-type: none"> - wheat flour; - white flour; - enriched flour; <p>2. <u>Other Whole Grain Options</u></p> <ul style="list-style-type: none"> - Seasoned or wild rice - Brown rice mixtures (i.e. wild rice, white rice or any other type of rice such as Jasmine) - Whole grains (brown rice, bulgur, oats, and whole grain barley) are authorized - Whole grain pasta, whole wheat rolls, hamburger and hot dog buns allowed

<p>(Spaghetti, Thin Spaghetti, Elbow Macaroni, Rotini)</p> <ul style="list-style-type: none"> - Ronzoni Healthy Harvest 100% Whole Grain (Rotini, Lasagna) - Bionature 100% Whole Wheat Rigatoni - Western Family Spaghetti "made with 100% whole wheat (16 oz. only) - Western Family Penne Rigate "made with 100% whole wheat (16 oz. only) - Barilla – 16 oz, whole grain –Linguine, spaghetti, thin spaghetti, penne, and rotini <p>* 24 oz. Options (24 oz. size from listing above is allowed for breast-feeding pregnant women with twins):</p>		<ul style="list-style-type: none"> - Whole wheat pasta (i.e. spaghetti, macaroni, rotini, and other shapes) that meet the FDA standard of identity for whole wheat macaroni (pasta) products are authorized - English Muffins, bagefs are not authorized - Other whole grain products unless approved by the Guam WIC Program - No added sugars, fats, oils, or sodium.
<p><u>DRY or CANNED BEANS</u></p> <p>* 16 oz. minimum package (16 oz. packages only). Any brand;</p> <ul style="list-style-type: none"> - Black beans - Garbanzo beans (Chick Peas) - Kidney beans - Lentils - Mongo/Mung beans (green or yellow) - Pinto beans - Split Peas (green or yellow) - Black eye peas - Great northern beans - White beans - Canned beans, any brand, (Only if specified on WIC food benefits). Not allowed with CVV) - Canned baked beans (with no added sugars, fats, oil or meat is allowed) - Canned refried beans (with no added sugars, fats, oil or meat is allowed) - Canned organic beans (allowed) 	<p>Three (3) of the seven (7) varieties must be available</p>	<p>Total of six (6) bags</p> <ul style="list-style-type: none"> - Beans items covered under cash value benefits are not allowed. - Dry and canned mature legume authorized under the legume category (dry beans, peas, or lentils in dry-packaged or canned forms) cannot be purchased with WIC food benefits - Canned green peas (allowed) with CVV - Canned organic beans (allowed) - Frozen beans, peas, or Lentils (allowed) - No soups, stews, mixed with meat or added sugar; - Beans authorized for CVV are not a part of allowed dry or canned, frozen legumes

<p>- Frozen beans, peas, or Lentils (allowed)</p> <p><u>PEANUT BUTTER</u></p> <ul style="list-style-type: none"> - All textures allowed - Smooth to super crunchy - 16 to 18 oz. containers - Any brand 	<ul style="list-style-type: none"> - Varieties must include at least three (3) textures i.e. smooth to super crunchy. - One variety must be 18 oz. size. - Military Commissaries (Peer Group 9) - Must include at least three (3) textures. 	<p>Total of six (6) containers</p>	<ul style="list-style-type: none"> - Honey roasted - Peanut butter spreads - Mixtures with marshmallows, honey, jelly, chocolate or similar ingredients - Organic peanut butter - Any other size container - Peanut butter with additives such as Omega 3 fatty acids
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GUAM WIC Minimum Variety and Quantity Requirements (and Exclusions) of WIC Authorized Foods			
Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements	Exclusions
<p><u>FRUITS & VEGETABLES (For Cash Value Benefits Only!)</u></p> <ul style="list-style-type: none"> - Cash value up to the amount indicated on cash value benefits - Children \$8, Pregnant & Postpartum Non-breast-feeding Women, Partially Breast-Feeding Women \$11, and Exclusively Breast-Feeding Women \$11; \$16.50 for Breast Feeding Women with multiple infants, i.e. twins <p>(Note: WIC Vendors are not to issue cash change to a WIC client for purchases less than the total value of a cash value benefits. However, the WIC client may use his/her own funds for purchases in excess of the monetary limit for his/her cash value benefits).</p> <p><u>Fresh fruits & vegetables</u></p> <ul style="list-style-type: none"> - Cello bag of fruits; - Local grown - Any brand imported - Organic Fresh fruits & vegetables are 	<p>Variety must include at least three (3) types of fruits and three (3) types of vegetables. Types of fruits and vegetables must be available in fresh, frozen, and/or canned form. Bagged fruits and vegetables are allowed.</p>	<p><u>Fresh/Frozen/Canned fruits and vegetables</u></p> <p>Must have at least thirty (30) pounds of fresh fruits and vegetables and twenty (20)</p>	<p><u>Fresh fruits & vegetables</u></p> <ul style="list-style-type: none"> - Salad bar fruits or vegetables - Nuts (including peanuts) - Fruit & nut mixes

<p>allowed</p> <ul style="list-style-type: none"> - Potatoes are allowed - Garlic, Onions and peppers are allowed <p><u>Frozen fruits & vegetables</u></p> <ul style="list-style-type: none"> - Any brand - Combinations of fruits or vegetables allowed - Frozen beans and any other kind of frozen bean not authorized under the legume category - Organic frozen fruits & vegetables are allowed; - Potatoes are allowed <p><u>Canned fruits & vegetables</u></p> <ul style="list-style-type: none"> - Any brand (Only if specified on WIC food benefits) - Potatoes are allowed; - Organic canned fruits & vegetables are allowed; <p><u>Dried fruits & vegetables</u></p> <ul style="list-style-type: none"> - Any brand (without added sugars, fats, oils, or sodium is allowed) - Potatoes are allowed; (instant mashed potatoes with no added ingredients); - Organic dried fruits & vegetables are not allowed; 	<p>cans or bags of canned or frozen fruits or vegetables.</p>	<ul style="list-style-type: none"> - Spices or herbs (Ginger Root is allowed) - Ornamental and decorative fruits and vegetables such as "chili peppers on a string"; "garlic on a string" - Dry beans <p><u>Frozen/Canned fruits & vegetables</u></p> <ul style="list-style-type: none"> - Added noodles, sauces or butter - Seasoning or flavored added - Breaded products - Added sugar or artificial sweeteners (Note: small amounts of sugar for processing purposes is allowed, i.e. sweet peas & sweet corn is allowed) - French fries - Hash browns - Tater tots or other processed white potato product - Mixtures with rice or pasta, or meat, or any other ingredient - Single serving packages (Only if specified on WIC food benefits) - Frozen beans and ANY other kind of bean NOT authorized under the legume category can be purchased with <i>cash value benefits</i> <p><u>Dried fruits & vegetables</u></p> <ul style="list-style-type: none"> - Dried fruits or vegetables (with added sugars, fats, oils, or sodium is not allowed)
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Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements	Exclusions
<p><u>CANNED FISH</u></p> <ul style="list-style-type: none"> - Minimum can size is 5 oz. – 15 oz.; - Fish may contain skin and bones; <p><u>Tuna</u></p> <ul style="list-style-type: none"> - 5 to 6.5 oz. can; - Water packed only; - Any chunk light brand; <p><u>Pink Salmon</u></p> <ul style="list-style-type: none"> - 5 to 15 oz. can Pink Salmon; - Packed in water or natural oil; - Any brand; <p><u>Sardine</u></p> <ul style="list-style-type: none"> - 5 to 15 oz. can Sardine - Water packed or natural oil - Any brand - 3.75 oz. can. Only if specified on WIC food benefits) <p><u>Mackerel</u></p> <ul style="list-style-type: none"> - 5 to 15 oz. can Mackerel - Packed in water or natural oil - Any brand <p>* 3.75 – 5 oz. – Only if specified on WIC food benefits.</p> <p>Note:</p> <ul style="list-style-type: none"> - Jack mackerel is allowed - Canned fish with added sauces and flavorings (e.g. tomato sauce, mustard, and lemon) are allowed 	<p>Two (2) of the four (4) varieties must be available</p>	<p>Total of twenty (20) cans (ranging from 5-15 oz).</p>	<ul style="list-style-type: none"> - Fish packed in pouches not allowed - King mackerel, red salmon wild sockeye, blue back salmon not allowed - Prime filet not allowed

Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements	Exclusions
<p><u>INFANT FORMULA</u></p> <ul style="list-style-type: none"> - 13 fl. oz. Concentrate Similac advance with Iron - 12.4 oz. Powdered Similac Advance with Iron - Similac read to feed formula (Unless specifically indicated on WIC food benefits) 	<p>None</p>	<ul style="list-style-type: none"> - Forty-five (45) cans of powdered formula 	<ul style="list-style-type: none"> - Any ready to feed formula (Unless specifically indicated on WIC food benefits) - No non-contract brand formula(s) (Unless specifically indicated on the WIC food benefits)
<p><u>INFANT FOODS</u></p> <ul style="list-style-type: none"> - Single food only - Packages of any brand of multiple containers - 2.5 oz. of meat - 4 oz. or 2-pk of 4 oz. (net wt. 8 oz.) of fruit or vegetable. (Brands -Gerber, Beech Nut, and Nature's Goodness); - 8 oz. box Infant cereal; Dry single grain; No fruit added; (Gerber brand, barley, oatmeal, rice or wheat grains allowed; Beach Nut brand, barley, oatmeal, or rice allowed); - Fresh Banana substitution/option allowed (Only if specified on WIC food benefits) 	<p>Varieties of fruit, vegetables, or meat must be available</p>	<p>Total of fifty (50) containers (twenty-five (25) for food items packaged in sets of twos).</p>	<ul style="list-style-type: none"> - Mixtures of meat and vegetables - Added sugar or salt - Dinners - Jar infant cereals (Dry cereals only) - Desserts - Puddings - Organic

<p><u>SOY BEVERAGE</u> (only if specified on WIC food benefits)</p> <ol style="list-style-type: none"> 1. 8th Continent-Original (Only) <ul style="list-style-type: none"> - ½ gallon size container. Approved brand must meet nutrition specifications; - Chilled or shelf stable; 2. Pacific Ultra Soy (Original, Plain) <ul style="list-style-type: none"> - Quart size container. - Approved brand must meet nutrition specifications; - Chilled or shelf stable; 3. Kikkoman Pearl Organic Soymilk <ul style="list-style-type: none"> - Original, 32 oz. size container - 8 fl. oz. container; - Approved brand must meet nutrition specifications; - Chilled or shelf stable; - Only if specified on WIC food benefits. 4. Silk Soymilk <ul style="list-style-type: none"> - Original, 32 oz. size container 	<p>None</p>	<p>None</p>	<ul style="list-style-type: none"> - Soy beverages not approved by WIC (i.e. no substitutes); - Almond, rice, etc. plant-based beverages;
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41. Display Guam WIC eWIC card design to identify check-out lanes in a manner consistent for other payment types.

42. Assume commercial processing costs and fees imposed by a third party processor if the vendor elects to use commercial providers to connect to the State Agency's EBT processing system. The vendor shall not charge to the State agency any third-party commercial processing costs and fees incurred by the vendor from EBT multi-function equipment.

43. Not charge the Guam WIC Program for interchange or transaction fees.

44. Vendor shall not retain or confiscate an eWIC card or ask a WIC participant for eWIC Personal Identification Number (PIN) or for any identification in addition to eWIC card.

45. Vendor shall scan the actual item's Universal Product Code (UPC) that is affixed to the item, unless the item being purchased is a fresh fruit or vegetable. The Vendor agrees to never scan codes from UPC codebooks or reference sheets. The retailer is prohibited from scanning any UPC as a substitute, replacement or otherwise not actually affixed to the actual item being purchased by the WIC customer using an eWIC card.

46. Vendor shall sell only WIC foods/formula to WIC customers that are available in their current benefit balance.

47. Vendor shall sell only WIC foods/formula to WIC customers that are approved on the Guam WIC "Approved Product Listing" (APL).

48. For those stores using Stand-beside devices only, execute the eWIC service provider Merchant Agreement pertaining to accepting and processing eWIC transactions.

B. WITH REGARD TO WIC FOOD INSTRUMENT AND CASH VALUE VOUCHER PROCESSING, VENDOR AGREES:

1. To accept WIC FOOD BENEFITS only from participants or authorized parents/caretakers of infant and child participants with a valid eWIC card. Upon a vendor's certification for eWIC, Vendor shall not retain or confiscate an eWIC card or ask a WIC participant for eWIC Personal Identification Number (PIN) or for any identification in addition to eWIC card.

2. To provide participants only the authorized supplemental foods listed on the WIC FOOD BENEFITS (including the quantity, unit, type, and size) and in the brands and varieties listed in the current Guam WIC Program Approved Foods list and selected by the participant or authorized parent/caretaker. The vendor must not provide unauthorized food items in exchange for WIC FOOD BENEFITS, including charging for supplemental foods provided in excess of those listed on the WIC FOOD BENEFITS.

3. Not to provide refunds or permit exchanges for authorized supplemental foods obtained with WIC FOOD BENEFITS, except for exchanges of an identical authorized supplemental food item when the original authorized supplemental food item is defective, spoiled, or has exceeded its "sell by," "best if used by," or other date limiting the sale or use of the food item. An identical authorized supplemental food item means the exact brand and size as the original authorized supplemental food item obtained and returned by the participant. The WIC vendor is strictly prohibited in providing exchanges for alternative brands or sizes of authorized supplemental foods (no substitutions).

4. To provide cash register receipts to WIC participants or authorized parents/caretakers of infant and child participants for each WIC FOOD BENEFITS transaction.

5. To request in writing for an opportunity to correct or justify a vendor overcharge or other error in WIC FOOD BENEFITS returned and unpaid including WIC FOOD BENEFITS exceeding purchase price limitations and the maximum allowable reimbursement level applicable to the vendor, and for authorization to redeposit any returned food draft for payment. The WIC Program must receive the request within 90 days of the "FIRST DATE TO USE" date indicated on WIC FOOD BENEFITS. Upon the WIC Program's satisfaction with the justification or correction, the WIC Program will authorize the vendor to redeposit a returned instrument for payment by entering a statement and signature of approval on the returned WIC FOOD BENEFITS.

6. Not to collect any sales tax on authorized supplemental foods obtained with WIC FOOD BENEFITS. However, the portion of the CVV transaction paid with the participant's own funds* may be subject to any tax which applies to non-WIC purchases of fruits and vegetables.

*The vendor shall offer, but not require, WIC participants the opportunity to pay with their own funds (which includes cash, personal check, credit card, and EBT/SNAP benefits) the portion of a fruit/vegetable purchase that exceeds the maximum dollar value of their CVV(s).

7. Not issue cash change to a WIC client for purchases less than the total value of WIC FOOD BENEFITS. However, the WIC client may use his/her own funds for purchases in excess of the monetary limit for his/her cash value voucher. The monetary amounts above the limits for his/her cash value vouchers are subject to any tax which applies to non-WIC purchase of fruits and vegetables.

8. To notify the WIC Program of misuse (attempted or actual) of WIC FOOD BENEFITS by WIC participants or authorized parents/caretakers of infant or child participants.

9. Not to receive, transact, or redeem WIC FOOD BENEFITS outside of the WIC Program's procedures.

10. To safeguard WIC FOOD BENEFITS transacted in the same manner as cash.

11. Not to transact and redeem WIC FOOD BENEFITS during any period of suspension.
12. Not to buy or sell WIC FOOD BENEFITS for cash (trafficking).
13. Not to sell firearms, ammunition, explosives, or controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802) in exchange for WIC FOOD BENEFITS.
14. Not to sell alcohol or alcoholic beverages or tobacco products in exchange for WIC FOOD BENEFITS.
15. Not to provide credit (including rain checks) or non-food items other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for WIC FOOD BENEFITS.
16. Not to claim reimbursement for the sale of an amount of a specific supplemental food item which exceeds the store's documented inventory of that supplemental food item for a specific period of time.
17. Not to intentionally or unintentionally charge the WIC Program more for supplemental foods than the price charged non-WIC customers or more than the current shelf price (vendor overcharges).
18. Not to receive, transact and/or redeem WIC FOOD BENEFITS outside of authorized channels, including the use of an unauthorized vendor and/or unauthorized person.
19. Not to charge the WIC Program for supplemental foods not received by the participant.
20. Not to transact WIC FOOD BENEFITS reported as lost or stolen. The vendor must notify employees of WIC FOOD BENEFITS reported as lost or stolen.
21. Support the following types of eWIC transactions:
 - a) Balance Inquiry – to provide the WIC card holder with a shopping list to retrieve the balance of the benefit prior to beginning a purchase.
 - b) Purchase – to authorize and complete a sale.
 - c) Reversal – to partially or completely nullify the effects of a previous purchase transaction and add benefits back to the WIC participant's benefits because the purchase transaction cannot be processed as instructed.
 - d) Void – to cancel a previously authorized and complete transaction, resulting in a reversal.
22. Shall use the local date and time the eWIC purchase transaction is approved at the vendor location.

23. All transactions shall be settled in U.S. Dollar Currency only.
24. eWIC transactions and files shall be retained for a minimum of 120 days from the date of the transaction or the transmission date of the file. Disputed transactions shall be retained until the dispute is resolved or 120 days whichever is longer.
25. Perform split tender processing to allow the card holder to pay the difference when a fruit or vegetable purchase exceeds the value of the CVB with an alternate method of payment.
26. When accepting eWIC cards, ensure that the eWIC card is present at the time of purchase and the participant enters their Personal Identification Number (PIN) in the presence of the cashier. Allow the WIC cardholder to re-enter the PIN when an invalid PIN response is received at the point of sale. The eWIC card may be key-entered if the card read fails.
27. Accept only one eWIC card per transaction.
28. Shall record and report the WIC authorized UPC or PLU and the cash value of the UPC or PLU purchase, including the generic FNS designated CVB food item PLU 4469.
29. The vendor should not accept eWIC payments for foods that are not included on the Approved Product List (APL) file.
30. Vendor shall always provide the WIC customer with a receipt at the end of the eWIC transaction, which at a minimum includes, last four digits of the card number of the Primary Account Number (no other digits should be displayed), store name, store address, city, state and zip code, date and time of purchase, store lane, if available, WIC food item identifier (if a separate WIC purchase receipt is not provided), benefit expiration date and time, purchased food items including the food item quantity, description and unit of measure, unit cost, total purchase amount, benefits remaining, including the benefit description, quantity and unit of measure, unique transaction identifier or systems trace audit number.

SECTION II. THE STATE AGENCY AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

- A. The WIC Program will not pay for improperly transacted and redeemed WIC FOOD BENEFITS, or, WIC FOOD BENEFITS that exceed applicable price limitations and the maximum allowable reimbursement level applicable to the vendor for the WIC FOOD BENEFITS.
- B. When the WIC Program determines the vendor has committed a vendor violation that affects the payment to the vendor, the WIC Program will deny or delay payment, assess a claim or establish a claim in the amount of the full purchase price WIC FOOD BENEFITS that contained the vendor overcharge or other error. In collecting a claim, the WIC Program may offset the claim against current and subsequent amounts to be paid to the vendor.

C. The WIC Program will provide the vendor with an opportunity to justify or correct a vendor overcharge or other error in WIC FOOD BENEFITS, when payment is delayed or a claim is established. If satisfied with the justification or correction, the WIC Program will provide payment or adjust the proposed claim accordingly.

D. The WIC Program will provide training annually to at least one representative of the vendor. Annual vendor training will be in a variety of formats, including newsletters, videos, or interactive training that includes a contemporaneous opportunity for questions and answers. The WIC Program will have sole discretion to designate the date, time, and location of all interactive training and the audience (e.g., managers, cashiers, etc.) to which the training is directed. The WIC Program will provide the vendor with at least one alternative date on which to attend interactive training.

E. The WIC Program will monitor the vendor for compliance with program requirements. Routine monitoring visits and compliance investigations will be conducted on the vendor throughout the agreement period.

F. The WIC Program will provide the vendor with a WIC sign to identify the store as an authorized WIC food vendor, channel strips or shelf-talkers to attach on the store's shelves stating "WIC-approved" or "WIC-eligible" to identify authorized WIC foods, the Guam WIC Approved foods list.

G. The WIC Program will ensure that no conflict of interest exists between the vendor and the WIC Program, as defined by applicable State laws, regulations, and policies.

H. The WIC Program may reassess the vendor at any time during the agreement period using the vendor selection criteria in effect at the time of the reassessment.

I. The WIC Program will notify the vendor of changes to Federal or State/local statutes, regulations, policies, or procedures governing the Program before the changes are implemented.

J. The WIC Program will apply limits on the amount of reimbursement allowed for WIC FOOD BENEFITS transacted and redeemed based on a vendor's peer group and competitive price criteria.

K. The WIC Program will provide the vendor with not less than 15 calendar days advance written notice of the expiration of this agreement.

L. The WIC Program is not obligated to renew this agreement.

M. The WIC Program will keep information on the vendor confidential (other than its name, address, and authorization status) in accordance with Federal and State/local regulations governing the WIC Program. Information that individually identifies the vendor is considered confidential.

N. eWIC GRANT FUNDS AND COST SHARING

The Department may utilize special funding, when available, to assist the Vendor with necessary upgrades to integrate equipment or systems that are not solely dedicated to eWIC transactions. The Department will utilize a USDA FNS-approved Cost Sharing Plan, which details the approach for allocating special funds for equipment or systems enhancements for eWIC. Vendors that accept this special funding and terminate or are disqualified from the Program within two years shall refund the Department for the amount received, prorated at 4.16% per month while on the Program and accepting eWIC cards.

O. The WIC Program will ensure that the vendor will be paid promptly in accordance with the *FNS Operating Rules for Women, Infants and Children Electronic Benefits Transfer, dated September 2014*, available at <https://www.fns.usda.gov/wic/wic-ebt-operating-rules-technical-implementation-guide> (WIC EBT Operating Rules), and other applicable requirements of law.

SECTION III. MISCELLANEOUS PROVISIONS.

A. RECIPROCAL SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) DISQUALIFICATION FOR WIC PROGRAM DISQUALIFICATIONS.

Disqualification from the WIC Program may result in disqualification as a retailer in the Supplemental Nutrition Assistance Program (SNAP). Such disqualification may not be subject to administrative or judicial review under the Supplemental Nutrition Assistance Program (SNAP).

B. VENDOR SANCTIONS.

“*Pattern*” is defined as 2 occurrences of the same violation within a 12-month period.

Federal regulations governing the WIC Program, 7 CFR Part 246, §246.12, mandate that uniform mandatory WIC vendor sanctions be applied and imposed across State agencies for the most serious WIC Program violations. Regulations also provide that State-agency established vendor sanctions be imposed for other program violations in addition to mandatory sanctions. A vendor violation is an action of a vendor’s current owners, officers, managers, agents, or employees that violate the vendor agreement or Federal or State/local statutes, regulations, policies, or procedures governing the Program.

The WIC Program 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 the WIC Program determines, in its discretion, on a case-by-case basis, that notifying the vendor would compromise an investigation.

Vendor sanctions include disqualification/suspension, administrative fines, and civil money penalties in lieu of disqualification/suspension. (This list is not exhaustive.)

1. The following mandatory vendor sanctions will be imposed for the serious violations specified, pursuant to Federal regulations in 7 CFR, §246.12(l):

- a. The WIC Program will permanently disqualify Vendor when convicted for:
- (1) Trafficking in WIC FOOD BENEFITS (buying or selling WIC FOOD BENEFITS for cash).
 - (2) Selling firearms, ammunition, explosives, or controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802) in exchange for WIC FOOD BENEFITS.

The WIC Program will not impose a civil money penalty (CMP) in-lieu of permanent disqualification for conviction due to trafficking in WIC FOOD BENEFITS (buying or selling WIC FOOD BENEFITS for cash), or selling firearms, ammunition, explosives, or controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)) in exchange for WIC FOOD BENEFITS.

Vendor will not be entitled to receive any compensation for revenues lost as a result of the above violation.

- b. The WIC Program will disqualify vendor for six (6) years for:
- (1) One incidence of buying or selling WIC FOOD BENEFITS for cash (trafficking).
 - (2) One incidence of selling firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for WIC FOOD BENEFITS.

This is an administrative finding of a trafficking violation that has not resulted in a conviction for trafficking by a court of law.

- c. The WIC Program will disqualify vendor for three (3) years for:
- (1) One incidence of the sale of alcohol or alcoholic beverages or tobacco products in exchange for WIC FOOD BENEFITS.
 - (2) A pattern of claiming reimbursement for the sale of an amount of a specific supplemental food item which exceeds the store's documented inventory of that supplemental food item for a specific period of time.
 - (3) A pattern of vendor overcharges.
 - (4) A pattern of receiving, transacting and/or redeeming WIC FOOD BENEFITS outside of authorized channels, including the use of an unauthorized vendor and/or unauthorized person.
 - (5) A pattern of charging for supplemental food not received by the participant or parent/caretaker of infant or child participant.

(6) A pattern of providing credit or non-FOOD items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for WIC FOOD BENEFITS.

d. The WIC Program will disqualify Vendor for one (1) year for:

(1) A pattern of providing unauthorized FOOD items in exchange for WIC FOOD BENEFITS, including charging for supplemental FOOD provided in excess of those listed on the FOOD benefits.

e. Second mandatory sanction. When a Vendor, who previously has been assessed a sanction for any of the violations listed in Sections III.B.1.b. through III.B.1.d. above, receives another sanction for any of these violations, the WIC Program will double the second sanction.

Civil money penalties will only be doubled up to the limits allowed under Section III.B.1.j. of this agreement and under 7 CFR Part 246, §246.12(I).

f. Third or subsequent mandatory sanction. When a vendor who previously has been assessed two or more sanctions for any of the violations listed above, in Sections III.B.1.b. through III.B.1.d., receives another sanction for any of these violations, the WIC Program will double the third sanction and all subsequent sanctions. The WIC Program will not impose civil money penalties in lieu of disqualification for third or subsequent sanctions for violations listed in Section III.B.1.b. through III.B.1.d. of this agreement.

g. Disqualification based on a Supplemental Nutrition Assistance Program (SNAP) disqualification. A vendor who has been disqualified from the Supplemental Nutrition Assistance Program (SNAP) will be disqualified from the WIC Program. The disqualification will be for the same length of time as the Supplemental Nutrition Assistance Program (SNAP) disqualification, may begin at a later date than the Supplemental Nutrition Assistance Program (SNAP) disqualification, and is not subject to administrative or judicial review under the WIC Program.

h. Voluntary withdrawal or non-renewal of agreement. The WIC Program will not accept either a voluntary withdrawal of the vendor from the Program or the non-renewal of vendor agreement as an alternative to disqualification for the violations listed in mandatory vendor sanctions. When the WIC Program establishes that a vendor has committed a violation that warrants a mandatory sanction, the WIC Program will disqualify the vendor.

i. Participant access determinations. Prior to disqualifying a vendor for a Supplemental Nutrition Assistance Program (SNAP) disqualification according to Section IIIB.1g. or for any of the violations listed in Section IIIB.1b. through Section IIIB.1d. of this agreement, the WIC Program will determine if disqualification of the vendor would result in inadequate participant access to WIC authorized vendors. The WIC Program will make the participant access determination in accordance with the participant access criteria in Section IIIB.8 of this agreement.

If the WIC Programs determines that disqualification of the vendor would result in inadequate participant access, the WIC Program will impose a civil money penalty in lieu of disqualification. However, the WIC Program will not impose a civil money penalty in lieu of disqualification for third or subsequent sanctions for violations in Section IIIB.1b. through Section IIIB.1d. of this agreement.

The WIC Program will include documentation of its participant access determination and any supporting documentation in the file of each vendor who is disqualified or receives a civil money penalty in lieu of disqualification.

j. Civil money penalty formula. The WIC Program may impose a civil money penalty (CMP) in lieu of disqualification for each violation subject to a mandatory sanction. The following formula will be used to calculate a civil money penalty imposed in lieu of disqualification/suspension.

◆ Step 1. Determine the vendor's average monthly redemptions for at least the 6-month period ending with the month immediately preceding the month during which the notice of adverse action is dated;

◆ Step 2. Multiply the average monthly redemptions figure by 10 percent (.10);

◆ Step 3. Multiply the product from step 2 above by the number of months for which the store would have been disqualified/suspended. This is the amount of the civil money penalty, provided that the civil money penalty shall not exceed the maximum amount specified in 7 CFR § 3.91(b)(3)(v) for each violation. For a violation that warrants permanent disqualification, the amount of the civil money penalty shall be the maximum amount currently specified in 7 CFR § 3.91(b)(3)(v) which is \$15,877.

When during the course of a single investigation, the WIC Program determines the vendor has committed multiple violations, the WIC Program will impose a CMP for each violation. The total amount of civil money penalties imposed for violations investigated as part of a single investigation may not exceed the maximum amount currently specified in 7 CFR § 3.91(b)(3)(v) which is \$63,509.

k. Notification to Supplemental Nutrition Assistance Program (SNAP) of USDA Food and Nutrition Service. The WIC Program will provide the Supplemental Nutrition Assistance Program (SNAP) of the USDA Food and Nutrition Service with a copy of the notice of adverse action and information on vendors the WIC Program has disqualified or imposed a civil money penalty in lieu of disqualification for any of the violations listed in Section III.B.1a. through III.B.1d. (under mandatory sanctions) of this agreement.

l. Multiple violations during a single investigation. When during the course of a single investigation the WIC Program determines a vendor has committed multiple violations (which

may include violations subject to State agency sanctions), the WIC Program will disqualify the vendor for the period corresponding to the most serious mandatory violation. The WIC Program will include all violations committed (under mandatory sanctions and State-agency established sanctions) in the notice of adverse action, and if the mandatory sanction addressed in the notice of adverse action is not upheld on appeal, the State agency may still impose the State agency-established sanction(s) for the State-agency violation(s) in the notice of adverse action.

2. The following State-agency established vendor sanctions will be imposed for the violations specified, pursuant to Federal regulations in §246.12(1). A pattern of the following violations will be documented before sanction, and a warning notice will be provided when the first occurrence of the violation has been documented, unless the State agency determines that notification would compromise the integrity of the State agency's investigation.

a. The WIC Program may issue a warning letter to the vendor for the violations below. When applicable, the WIC Program will demand correction by vendor within thirty (30) days of receipt of the warning notice.

(1) Failure to comply with the nondiscrimination provisions of USDA regulations and the requirements of Title VI of the Civil Rights Act of 1964, including provisions of the Americans with Disabilities Act of 1990 and its amendments.

(2) Not providing WIC participants or authorized parents/caretakers of infant and child participants the same courtesies offered to other customers.

(3) For identifying WIC participants or authorized parents/caretakers from other customers, establishing a separate checkout line for WIC participants, including the posting of signs in express lines, which indicate that WIC food instruments and cash value vouchers are not allowed to be negotiated.

(4) Refusal or failure (without just cause) to have one (1) store representative participate in training provided annually by the WIC Program.

(5) Not providing copies of the current Guam WIC Program Approved Foods list to the cashiers for reference at each check-out register.

(6) Failure to provide the WIC Program within the time period requested the vendor's current shelf prices of WIC approved supplemental foods using the food price list form provided by the Program.

(7) Failure to notify the WIC Program in writing of any permanent changes in the vendor's quarterly price list data within the time-period required, excluding promotional sales in WIC foods for a limited period.

(8) Not posting or marking shelf prices or having the prices labeled on all WIC approved foods in all categories in the store.

(9) Not posting at least one WIC sign (provided by the Guam WIC Program.) identifying themselves as a WIC vendor in a place conspicuously visible to the public at the vendor's place of business, or not attaching on the shelves channel strips or shelf-talkers provided by the WIC Program stating "WIC-approved" or "WIC-eligible" to properly identify authorized WIC foods.

(10) Failure to remove or selling to WIC participants supplemental food(s) that have exceeded the manufacturer's expiration date, "sell by," "best if used by," or some other date limiting the sale or use of the food item.

(11) Failure to maintain the store premises in good sanitary condition, grade "A" rating at all times.

(12) Failure to maintain mechanically refrigerated containers at a temperature of 45° Fahrenheit or below.

(13) Failure to notify the WIC Program by telephone and in writing (fax transmittal acceptable) of any change in the store's sanitary permit rating below a grade "A," by the next work day of the WIC Program following the date of the change in rating.

(14) Failure to maintain secure storage and immediately report the loss or damage of the WIC vendor identification stamp, including failure to return the vendor identification stamp to the WIC Program as required.

(15) Failure to provide the WIC Program each year (by July 31) a current business license and sanitary permit with the proper endorsements during the term of the agreement.

(16) Failure to maintain store operations at least 6 days per week, 9 hours per day including the hours of 9:00 a.m. to 6:00 p.m.

(17) Failure to accept negotiable WIC FOOD BENEFITS from participants or authorized parents/caretakers of infant and child participants when properly presented.

(18) Requiring a WIC participant or parent/caretaker of an infant or child participant to select a different type or brand of WIC foods when not specified in the WIC FOOD BENEFITS.

(19) Transacting and redeeming WIC FOOD BENEFITS signed by the WIC participant or authorized parent/caretaker of an infant or child participant before the check-out process or before the cashier enters the date of purchase and purchase price on the WIC FOOD BENEFITS. If the participant inadvertently pre-signs WIC FOOD BENEFITS, and the transaction is to be consummated, then the participant must produce a second valid photo identification.

(20) Failure to provide a cash register receipt to WIC participants or authorized parents/caretakers of infant and child participants for each WIC FOOD BENEFIT transaction.

(21) Any use of the acronym "WIC" or the WIC logo (also referred to as "service marks") including close facsimiles thereof, in total or in part, either in the official name in which the vendor is registered or in the name under which it does business if different. Such restriction of the acronym "WIC" or WIC logo also applies to advertisement or other promotional materials, and, on stickers, tags, and labels of WIC-approved products. However, the WIC acronym (NOT logo) may be used to advertise the store's acceptance of WIC FOOD BENEFITS with specific prior written approval from the Guam WIC Program.

(22) Failure to comply with Federal and State/local statutes, regulations, policies, and procedures governing the WIC Program or with any provisions in the vendor agreement.

(23) Failure to provide the WIC Program with the vendor's bank/ financial institution information, or to notify the WIC Program in writing of any changes in bank/financial institution information within the time period required.

(24) Not safeguarding WIC FOOD BENEFITS in the same manner as cash.

(25) Transacting and redeeming WIC FOOD BENEFITS

b. The WIC Program may suspend the vendor for one (1) to three (3) months for the following violations after a pattern or repetition of the following violations is documented:

(1) Repetition of a violation specified in one or more warning letters or failure to correct problems and/or violations specified in a warning letter within thirty (30) days of receipt of the letter:

(2) Failure to pay a claim assessed by the WIC Program within 30 days of receipt of such claims for vendor overcharges or other errors in WIC FOOD BENEFITS transacted and redeemed, including bank or financial institution fees.

(3) Using a vendor identification stamp that was not provided by the WIC Program, or reproducing the WIC vendor identification stamp.

(4) Charging sales tax on authorized supplemental foods obtained with WIC FOOD BENEFITS. (This does not apply to sales tax [which applies to non-WIC purchases of fruits and vegetables] charged to the portion of a CVV transaction paid with a participant's own funds.)

(5) If the vendor's sanitary permit is revoked or denied by the Division of Environmental Health of the Department of Public and Social Services at any time during the agreement period.

(6) Failure to inform the WIC Program of a felony conviction or civil judgment entered against any current owners, officers, or managers for an activity indicating a lack of business integrity.

(7) Failure to maintain and provide the WIC Program upon request invoices and receipts showing the source of infant formula purchases.

c. The WIC Program may suspend the vendor for four (4) to six (6) months for the following violations after a pattern or repetition of the following violations is documented or repetition of a violation specified in a prior notice of suspension of one (1) to three (3) months.

(1) Requiring a cash purchase to transact and redeem WIC FOOD BENEFITS.

(2) Altering information on WIC FOOD BENEFITS.

(3) Failure to purchase infant formula only from the sources on the Guam WIC Program's restricted list of infant formula distributors, and infant formula manufacturers registered with the U.S. Food and Drug Administration.

(4) Providing incentive items or other free merchandise to WIC participants as a vendor that has been determined to meet the criterion of an above-50-percent vendor, authorized only for adequate participant access to supplemental foods.

d. The WIC Program may suspend the vendor for 7 months to 11 months for the following violations after a pattern or repetition of the following violations is documented or Repetition of a violation specified in a prior notice of suspension of four (4) to six (6) months:

(1) Failure to allow access to the store for Federal and WIC Program representatives to review and monitor the vendor for compliance with program requirements, or non-cooperation during a monitoring visit by Federal and WIC Program representatives.

(2) Failure to maintain and retain for the required time period the store's inventory records used for Federal tax reporting purposes and other program-related records relevant to the performance of this agreement, and failure to make available and provide to representatives of the WIC Program, USDA, and the Comptroller General of the U.S. for inspection and audit all food instruments and cash value vouchers in the vendor's possession and all program-related records when requested.

(3) Charging participants or authorized parents/caretakers of infant and child participants for supplemental foods obtained with WIC FOOD BENEFITS, or contacting and seeking restitution from these individuals for WIC FOOD BENEFITS not paid or partially paid by the WIC Program.

(4) Transacting and redeeming WIC FOOD BENEFITS during the period of suspension.

(5) Providing false information regarding the WIC vendor's food prices.

e. The WIC Program may disqualify the vendor for one (1) year for the following violations:

(1) Failure to maintain and have readily available in the store the required minimum stock in variety and quantity of WIC authorized supplemental foods, as specified in the vendor agreement.

(2) Giving change (coins/currency) to a WIC participant or authorized parent/caretaker of an infant or child participant from a WIC FOOD BENEFITS transaction, or refunding cash for supplemental foods obtained with WIC FOOD BENEFITS.

(3) Failure to inform the WIC Program of an investigation of the vendor by the USDA Supplemental Nutrition Assistance Program (SNAP).

f. The WIC Program may impose a administrative fine in lieu of suspension/disqualification for any of the violations listed in Section IIIB.2b through IIIB.2e, under State-agency established sanctions of this agreement. However, the WIC Program will not impose a administrative fine in lieu of suspension for third and subsequent sanctions for violations in Sections IIIB.2b and IIIB.2c, or for second and subsequent sanctions for violations in Section IIIB.2d and IIIB.2e, of this agreement.

The CMP formula in Section IIIB.1j. will be used for computing administrative fines for State-agency vendor sanctions.

g. WIC Disqualification based on a Supplemental Nutrition Assistance Program (SNAP) civil money penalty for hardship. The WIC Program will disqualify a WIC vendor that has been assessed a civil money penalty in lieu of disqualification due to participant hardship in the Supplemental Nutrition Assistance Program (SNAP), as stipulated in Federal regulations, 7 CFR Part 278, §278.6. The length of such disqualification will correspond to the period for which the vendor would otherwise have been disqualified in the Supplemental Nutrition Assistance Program (SNAP). A vendor may request for an administrative review of a WIC disqualification based on a Supplemental Nutrition Assistance Program (SNAP) civil money penalty in lieu of disqualification due to participant hardship in the SNAP.

The WIC Program will provide the vendor a written warning of the initial occurrence of a violation that requires a pattern of occurrences before imposing a sanction unless the WIC Program determines that notifying the vendor would compromise an investigation.

3. Administrative Reviews. The WIC Program provides the vendor administrative reviews of sanctions imposed as set forth in the administrative review procedures and pursuant to Federal regulations, 7 CFR Part 246, §246.18.

4. Installment Plans for Civil Money Penalties (CMP) and Fines. The payment of civil money penalties and fines will be as follows.

◆ One lump sum payment which must be received by the WIC Program on or before the date the disqualification/suspension was to be effective; or

◆ By three (3) equal monthly installments with the first payment due on the date the disqualification/suspension was to be effective. The second payment shall be due within 30 days after the first installment due date, and the third (final) payment shall be due within 30 days after the second installment due date.

5. Failure to Pay a Civil Money Penalty or Fine. If a vendor does not pay, only partially pays, or fails to timely pay a fine or a civil money penalty assessed in lieu of disqualification/suspension, the WIC Program will disqualify/suspend the vendor for the length of the disqualification/suspension corresponding to the violation for which the civil money penalty/fine was assessed (for a period corresponding to the most serious violation in cases where a mandatory sanction included the imposition of multiple civil money penalties as a result of a single investigation).

In the case of a disqualification/suspension for non-payment, partial payment, or failure to timely pay a CMP/fine, the vendor will not be entitled to recoup any civil money penalties or fines remitted to that point.

6. Actions in Addition to Sanctions. The vendor may be subject to actions in addition to the sanctions in Sections III.B.1. and III.B.2. of this agreement, such as claims for improper or overcharged food instruments and cash value vouchers and the penalties set forth in Section III.D. in this agreement and Federal regulations, 7 CFR Part 246, §246.23, in the case of deliberate fraud.

7. Participant Access Determination Criteria. When making participant access determinations, the WIC Program will consider the availability of other authorized vendors in the same area as the violative vendor and any geographic barriers to using such vendors. The following is the Guam WIC Program's participant access determination criteria: (1) Does any participant or authorized parent/caretaker of an infant or child participant have to travel an amount greater than or equal to 15 miles to the next authorized vendor; and (2) Is there any permanent damage to a bridge or main road which prohibits participants or authorized parents/caretakers of infant or child participants from accessing the next WIC authorized vendor in the same region, and if so, is there an alternative road of travel existing on the island for participants to access the next WIC vendor in the same region. Both criteria must be answered in determining inadequate participant access. Further, in the second criteria, if the answer should be that "yes" an alternative road of travel exists to access the next WIC vendor, then inadequate participant access is not met.

8. Termination of Agreement. The WIC Program will terminate this vendor agreement when the vendor is disqualified.

C. ADMINISTRATIVE REVIEWS (APPEALS)

Pursuant to Federal regulations in 7 CFR Part 246, §246.18, a vendor is provided administrative reviews of sanctions imposed for program violations. The following are the adverse actions a vendor may appeal and those adverse actions that are not subject to administrative review.

(1) Adverse actions subject to full administrative reviews. The vendor will be provided full administrative review for appeal for the following adverse actions taken against the vendor: (a) Denial of authorization based on the vendor selection criteria for competitive price or for minimum variety and quantity of authorized supplemental foods, or on a determination that the vendor is attempting to circumvent a sanction; (b) Termination of an agreement for cause; (c) Disqualification/Suspension; (d) Imposition of a fine or civil money penalty in lieu of Disqualification; and (e) Denial or termination of authorization due to State determination that vendor is likely to be an above-50-percent vendor.

(2) Adverse actions subject to abbreviated administrative reviews. The vendor will be provided abbreviated administrative review for appeal for the following adverse actions taken against the vendor: (a) Denial of authorization based on the vendor selection criteria for business integrity or for a current Supplemental Nutrition Assistance Program (SNAP) disqualification or civil money penalty for hardship; (b) Denial of authorization based on a State agency-established vendor selection criterion if the basis of the denial is a WIC vendor sanction or a Supplemental Nutrition Assistance Program (SNAP) withdrawal of authorization or disqualification; (c) Denial of authorization based on the State agency's vendor limiting criteria; (d) Denial of authorization because a vendor submitted its application outside the time-frames during which applications are being accepted and processed as established by the State agency; (e) Termination of an agreement because of a change in ownership or location or cessation of operations; (f) Disqualification based on a trafficking conviction; (g) Disqualification based on the imposition of a Supplemental Nutrition Assistance Program (SNAP) civil money penalty for hardship; (h) Disqualification or a civil money penalty imposed in lieu of disqualification based on a mandatory sanction imposed by another WIC State agency; and (i) imposition of a civil money penalty in lieu of disqualification for Supplemental Nutrition Assistance Program (SNAP) disqualification.

(3) Adverse actions not subject to administrative review. The vendor will not be provided administrative review for appeal for the following adverse actions taken against the vendor: (a) The validity or appropriateness of the State agency's vendor limiting or selection criteria; (b) The validity or appropriateness of the State agency's vendor peer group criteria and the criteria used to identify vendors that are above-50-percent vendors or comparable to above-50-percent vendors; (c) The validity or appropriateness of the State agency's participant access criteria and the State agency's participant access determinations; (d) The State agency's determination whether a 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; (e) Denial of authorization if the State agency's vendor authorization is subject to the procurement procedures applicable to the State agency; (f) The expiration of a vendor's agreement; (g) Disputes regarding WIC FOOD BENEFITS payments and vendor claims (other than the opportunity to justify or correct a vendor overcharge or other error); (h) Disqualification of a vendor as a result of disqualification from the Supplemental Nutrition Assistance Program (SNAP); (i) The validity or appropriateness of the State's prohibition of incentive items and the State's denial of an above-50% vendor's request to provide an incentive item to customers pursuant to 246.12(h)(8); (j) The State agency's determination to include or exclude an infant formula manufacturer, wholesaler, distributor, or retailer from the list required pursuant to subsection ((246.12(g)(11)); and (k) The State agency's determination whether to notify a vendor in writing when an investigation reveals an initial violation for which a pattern of violations must be established in order to impose a sanction pursuant to subsection 246.12(1)(3).

Effective Date of Adverse Actions. The WIC Program will make denials of authorization and permanent disqualification action based on a vendor's conviction for trafficking in WIC FOOD BENEFITS or selling firearms, ammunition, explosives, or controlled substances in exchange for WIC FOOD BENEFITS effective on the date of receipt of the notice of adverse action. All other adverse actions will be made effective no earlier than fifteen (15) days from the date of receipt of the notice of the adverse action and no later than 90 days from the date of receipt of the notice of adverse action. In the case of an adverse action that is subject to administrative review, the effective date will be no later than the date the vendor receives the review decision.

Administrative Review Procedures. A copy of the WIC Program's administrative review procedures is available upon request by the WIC vendor. In addition, the applicable review procedures will be provided along with an adverse action subject to administrative review.

D. CRIMINAL PENALTIES

A vendor who commits fraud or abuse in the WIC Program is liable to prosecution under applicable Federal, State or local laws. Those who have willfully misapplied, stolen, or fraudulently obtained program funds will be subject to a fine of not more than \$25,000 or imprisonment for not more than five (5) years or both, if the value of the funds is \$100 or more. If the value is less than \$100, the penalties are a fine of not more than \$1,000 or imprisonment for not more than one (1) year or both.

E. TERMINATION

The WIC Program will terminate this agreement for the following: (a) If the WIC Program determines that the vendor has provided false information in connection with its application for authorization; (b) Instances of any change in vendor ownership, store location, or cessation of operations; (c) If the WIC Program identifies a conflict of interest between the vendor and the Program as defined by applicable State/local laws, regulations, and policies; (d) If the vendor fails to meet the current vendor selection criteria; (e) When the vendor is disqualified; (f) When the vendor fails to provide required documentation of the vendor's total annual food sales

(Supplemental Nutrition Assistance Program (SNAP) eligible food sales) amount; (g) For providing false information regarding the store's annual food sales amount as required; (h) For the vendor's failure to remain price competitive even if actual payments to the vendor are within the maximum reimbursement amount.

This agreement may be terminated for cause by either the WIC Program or the vendor after providing advance written notice of a period of not less than 15 calendar days of such termination to the other party, or may be terminated without cause after providing advance written notice of a period of not less than 30 calendar days of such termination to the other party.

F. UNAUTHORIZED USE OF WIC LOGO AND/OR WIC ACRONYM

The United States Department of Agriculture has registered and trademarked the acronym "WIC" and the WIC logo, (referred to as "service marks" and use of them including close facsimiles thereof, in total or in part, is reserved for the official use of the WIC Program.

The WIC food vendor is not permitted to use either the acronym "WIC" or the WIC logo including close facsimiles thereof, in total or in part, either in the official name in which the vendor is registered or in the name under which it does business if different. Further, a vendor is not permitted to use the WIC logo in advertisement or other promotional materials. The WIC acronym may be used in advertising to indicate its acceptance of WIC benefits with prior specific written authorization from the Guam WIC Program, but the vendor is not permitted to use the service marks on stickers, tags, and labels of WIC-approved products.

The Guam WIC Program requires all authorized WIC vendors to post in the store, in a place conspicuously visible to the public, at least one WIC sign provided by the WIC Program that identifies the store as an authorized WIC food vendor. The vendor will also attach on the shelves channel strips or shelf-talkers provided by the WIC Program stating "WIC-approved" or "WIC-eligible" to identify authorized WIC foods. Vendors may only use those signs and shelf-talkers provided by the Guam WIC Program.

Any person who uses the acronym "WIC" or the WIC logo in an unauthorized manner, including close facsimiles thereof, in total or in part, may be subject to injunction and the payment of damages.

G. TERM

This vendor participation agreement is for a term of three fiscal years or portions thereof, effective on the date the Governor of Guam last signs the agreement, or October 1, 2021, whichever is later, through September 30, 2024.

H. CONTINGENCY

This agreement is contingent upon the continued operation of the WIC Program by the State agency and the availability of federal funds. In the event of discontinuance of the WIC Program by the State agency or the unavailability of federal funds, State agency shall promptly notify vendor of the same in writing, and vendor shall, if so directed, immediately cease accepting WIC FOOD BENEFITS. The State agency shall not be liable for any WIC FOOD BENEFITS accepted by vendor following such notice by the State agency.

I. WHOLE AGREEMENT

This agreement constitutes the whole agreement of the parties, superseding and replacing any and all previous communications, representations or agreements, whether oral or written, by and between the parties, except that all applicable federal laws pertaining to the WIC Program shall be considered a part of this agreement.

J. CHANGES

Any modifications to this agreement must be in writing and signed by the parties and shall be effective only upon the signature of the Governor of Guam.

K. SEVERABLE PROVISIONS

If any provision of this agreement is deemed invalid by a court of law, then such provision shall be stricken from this agreement, and the agreement shall be enforced according to its valid remaining terms.

L. GOVERNING LAW

The validity of this agreement shall be determined according to Guam law, to the extent that it is not inconsistent with applicable Federal laws.

Covenant Against Contingent Fees

Vendor represents and warrants that no person or entity has been employed or retained to solicit or secure this vendor participation agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this representation and warranty, the WIC Program shall have the right to annul this vendor participation agreement without liability or, in its discretion, to offset against amounts it owes vendor under this vendor participation agreement or otherwise recover from vendor the full amount of such commission, percentage, brokerage, or contingent fee, and to seek any other legal remedies available to it as a result of such breach.

Suspension and Debarment

Vendor represents that neither it nor any of its principals has been debarred, suspended or determined ineligible to participate in federal assistance awards or contracts as defined in

regulations implementing Office of Management and Budget Guidelines on Government wide Debarment and Suspension (Nonprocurement) in Executive Order 12549. Vendor further agrees that it will notify the WIC Program immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

Prohibition Against Employment of Sex Offenders

Vendor warrants that no person providing services on behalf of the vendor who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28 Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry shall work for his employer on the property of the government of Guam other than a public highway; and that if any person providing services on behalf of the vendor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense that as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, the employee will be immediately removed from working on the property of the government of Guam and that the WIC Program be informed of such within twenty-four (24) hours of such conviction. Vendor, after notice from the WIC Program of a violation of this provision, shall, within twenty-four (24) hours, take corrective action and shall report such action to the WIC Program. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the WIC Program.

Program Fraud and False or Fraudulent Statements or Related Acts

Vendor acknowledges that under Guam law, 5 G.C.A. Chapter 37 False Claims and Whistleblower Act applies to vendor's actions pertaining to this vendor participation agreement. P.L. 116-34 Chapter III Section 20 (lapsed into law 8-24-18); codified at 5 G.C.A. Chapter 37.

M. DEFINITIONS (7CFR 246.2)

Cash Value Voucher (CVV) means a fixed-dollar amount check, voucher, electronic benefit transfer (EBT) card or other document which is used by a participant to obtain authorized fruits and vegetables.

Compliance Buy means a covert, on-site investigation in which a representative of the Program poses as a participant, parent or caretaker of an infant or child participant, or proxy, transacts one or more food instruments (FIs) and cash value vouchers or CVVs, and does not reveal during the visit that he or she is a program representative.

Electronic Benefits Transfer (EBT) - means a method that permits electronic access to WIC PAPER benefits using a card or other access device approved by the Secretary (Dept. of Agriculture).

eWIC – Refers to Electronic Benefits Transfer (EBT) of WIC food benefits (including cash value benefits) that are loaded onto an Electronic Benefit card.

EBT Capable - shall mean the WIC vendor demonstrates that their cash register system or payment device can accurately and securely obtain WIC PAPER balances associated with an EBT card, maintain the necessary files such as the authorized product list, hot card file and claim file and successfully complete WIC EBT purchases.

Farmer means an individual authorized by the State agency to sell eligible fruits and vegetables to participants at a farmers' market or roadside stands. Individuals who exclusively sell produce grown by someone else, such as wholesale distributors, cannot be authorized.

Food instruments and cash value vouchers means a voucher, check, electronic benefits transfer card (BET), coupon or other document which is used by a participant to obtain supplemental foods.

Employee Fraud and Abuse means the intentional conduct of a State, local agency or clinic employee which violates program regulations, policies, or procedures, including, but not limited to, misappropriating or altering FIs or CVVs, entering false or misleading information in case records, or creating case records for fictitious participants.

Participants means pregnant women, breastfeeding women, postpartum women, infants and children who are receiving supplemental foods or FIs or CVVs under the program, and the breastfed infants of participant breastfeeding women.

Participant Violation means any intentional action of a participant, parent or caretaker of an infant or child participant, or proxy that violates Federal or State statutes, regulations, policies, or procedures governing the Program. Participant violations include intentionally making false or misleading statements or intentionally misrepresenting, concealing, or withholding facts to obtain benefits; exchanging CVVs, FIs or supplemental foods for cash, credit, non-food items, or unauthorized food items, including supplemental foods in excess of those listed on the participant's FI; threatening to harm or physically harming clinic, **farmer** or vendor staff; and dual participation.

“Pattern” is defined as 2 occurrences of the same violation within a 12-month period.

Proxy means any person designated by a woman participant, or by a parent or caretaker of an infant or child participant, to obtain and transact FIs or CVVs or to obtain supplemental foods on behalf of a participant. The proxy must be designated consistent with the State agency's procedures established pursuant to § 246.12(r)(1). Parents or caretakers applying on behalf of child and infant participants are not proxies.

“Food instruments and cash value vouchers” is hereby replaced with *“WIC PAPER BENEFITS”* and with the following definition:

7840-12
VENDOR PARTICIPATION AGREEMENT (FY 22 through FY 24)
Between GUAM SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN,
INFANTS AND CHILDREN (WIC Program) of the Department of Public Health and Social Services
and Agat Kim Chee Store
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WIC FOOD BENEFITS - means a voucher, check, electronic benefits transfer card (EBT), coupon or other document which is used by a participant to obtain supplemental foods.


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VENDOR PARTICIPATION AGREEMENT (FY 22 through FY 24)
Between GUAM SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN,
INFANTS AND CHILDREN (WIC Program) of the Department of Public Health and Social Services
and Agat Kim Chee Store
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IN WITNESS WHEREOF, the parties sign below:

VENDOR CERTIFIES THAT THE PERSON
SIGNING THIS AGREEMENT HAS THE
LEGAL AUTHORITY TO BIND VENDOR.

GOVERNMENT OF GUAM



JULIAN and LISA N. BARROZO
Store Owners
Agat Kim Chee Store



ARTHUR U. SAN AGUSTIN, MHR
Director, Department of Public Health and
Social Services

Date: 7/27/21

Date: AUG 04 2021

CERTIFIED FUNDS AVAILABLE:

Not applicable

TOMMY C. TAITAGUE
Administrative Services Officer
Department of Public Health and Social
Services


Date: Not applicable

APPROVED:

APPROVED AS TO LEGALITY AND FORM:

Not applicable

LESTER L. CARLSON, JR.
Director, Bureau of Budget and
Management Research



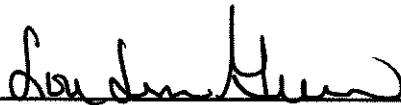
LEEVIN TAITANO CAMACHO
Attorney General of Guam
Office of the Attorney General

Date: _____

Date: 8/16/21

DPHSS 21-0487

APPROVED:



LOURDES A. LEON GUERRERO
Governor of Guam

Date: 8/31/2021

RECEIVED
08-10-21
OFFICE OF THE ATTORNEY GENERAL
SOLICITORS DIVISION

VENDOR PARTICIPATION AGREEMENT
Between
GUAM SPECIAL SUPPLEMENTAL NUTRITION PROGRAM
FOR WOMEN, INFANTS AND CHILDREN (WIC Program)
of the Department of Public Health and Social Services
and
SJ Market

This vendor participation agreement is made and entered by and between the Guam Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program) of the Department of Public Health and Social Services (DPHSS), government of Guam (herein referred to as State agency), **SJ Market** (herein referred to as Vendor), for the provision of supplemental foods to participants or authorized parents/caretakers of infant and child participants in the WIC Program.

WHEREAS, State agency has entered into a written agreement with the Food and Nutrition Service of the U.S. Department of Agriculture (USDA) for administering within the island of Guam the Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program) authorized by Section 17 of the Child Nutrition Act of 1966, as amended. The purpose of the WIC Program is to provide at no cost supplemental foods and nutrition education to low-income pregnant, postpartum, and breastfeeding women, infants and children who satisfy eligibility requirements of the program; and

WHEREAS, State agency is responsible for the design, management, and accountability of the food delivery system under its jurisdiction in accordance with Federal regulations in 7 CFR Part 246, and any amendments thereto. The State agency operates a retail food delivery system in which participants or authorized parents/caretakers of infant and child participants obtain authorized supplemental foods by submitting WIC FOOD BENEFITS to an authorized vendor;

WHEREAS, State agency desires to enter into agreements with retail stores meeting criteria specified by the State agency in order to allow WIC participants or authorized parents/caretakers of infant and child participants to obtain authorized supplemental foods; and

WHEREAS, Vendor desires to become an authorized WIC vendor for the provision of supplemental foods to WIC participants and has applied and has been selected; and

NOW, THEREFORE, State agency and vendor hereby agree that vendor shall become an authorized WIC vendor subject to applicable laws and the terms and conditions stated herein below.

SECTION I. VENDOR AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

A. WITH REGARD TO THE WIC PROGRAM GENERALLY, VENDOR AGREES:

1. To comply with this vendor agreement and the below Federal and State statutes, regulations, policies, and procedures governing the WIC Program, including any changes made during the agreement period.

- 7CFR Part 246 at <https://www.fns.usda.gov/part-246>; <https://www.ecfr.gov> (Title 7, 246);

- WIC Electronic Benefit Transfer provisions - <https://www.federalregister.gov>;
<https://www.ecfr.gov> (Title 7, Subtitle B, Chapter II, Subchapter A, Part 246);

- 7 CFR., Part 246, the FNS Operating Rules for Women, Infants and Children Electronic Benefits Transfer, dated September 2014 at <https://www.fns.usda.gov/wic/wic-ebt-operating-rules-technical-implementation-guide>; <https://www.ecfr.gov> (Title 7, Subtitle B, Chapter II, Subchapter A, Part 246);

- Federal Civil Penalties Inflation Adjustment Improvements Acts of 2015 at 7 CFR 3.91(b)(3)(v) and 7 CFR 246.12(l)(1)(x); WIC Policy Memorandum: #2021-2 (WIC Civil Monetary Penalty (CMP) Inflation Adjustment for 2020); <https://www.ecfr.gov> (Title 15, Subtitle A, Part 6 and Title 7, Subtitle B, Chapter II, Subchapter A, Part 246).

**** USDA FNS WIC for purposes of guidance and clarity only, has provided a USDA Food and Nutrition Service Vendor Management and Food Delivery Handbook-
<https://www.fns.usda.gov/wic/vendor-management-and-food-delivery-handbook>. This is not part of the terms and conditions of this vendor participation agreement however it is a useful reference tool for both the WIC Program and vendor as to the above statutory and regulatory requirements.

2. To comply with the nondiscrimination provisions of U.S. Department of Agriculture regulations (7 CFR Parts 15, 15a and 15b) and the requirements of Title VI of the Civil Rights Act of 1964, including provisions of the Americans with Disabilities Act of 1990 and its amendments. The vendor must ensure that no person on the grounds of race, color, national origin, age, sex or disability is denied access or service to vendors' place of business or be otherwise subjected to discrimination.

3. To comply with the current vendor selection and authorization criteria, including any changes to the criteria, throughout the agreement period. A copy of the criteria is available in the vendor application packet issued during the open enrollment period for vendor applications, handouts at interactive vendor training sessions, or in the State Plan of the Guam WIC Program.

4. To offer program participants and authorized parents/caretakers of infant or child participants the same courtesies offered to other customers.

5. Not to identify WIC participants or authorized parents/caretakers of infant or child participants from other customers, not to establish a separate checkout line for WIC participants, and not to post signs in express lines which indicate that WIC FOOD BENEFITS are not allowed

6. To permit WIC participants or authorized parents/caretakers of infant and child participants to obtain supplemental foods with WIC FOOD BENEFITS without making other cash purchases.

7. To ensure at least one representative of the vendor participates in training provided annually by the WIC Program in a variety of formats including newsletters, videos, or interactive training.
8. To inform and train cashiers and other appropriate vendor employees regarding WIC authorized supplemental foods and Program requirements and procedures; and to provide copies of the current Guam WIC Program Approved Foods list to the cashiers for reference at each checkout register.
9. To be accountable for the actions of its owners, officers, managers, agents, and employees who commit vendor violations.
10. To maintain business integrity and ensure current owners, officers, or managers have no felony convictions or civil judgments entered against them for any activity indicating a lack of business integrity. Activities indicating a lack of business integrity include, but are not limited to: fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, and obstruction of justice. The vendor must inform the WIC Program immediately if such instance occurs.
11. To inform the WIC Program if the vendor is under investigation by the USDA Supplemental Nutrition Assistance Program (SNAP).
12. To allow reasonable access to the establishment for Federal and WIC Program representatives to review and monitor the vendor for compliance with program requirements, and to cooperate with Federal and WIC Program representatives during a monitoring visit.
13. To take necessary remedial action within the established timeframe on any problem(s) noted during an on-site routine monitoring visit by the WIC Program.
14. To maintain and retain, for a period of not less than three (3) years, inventory records used for Federal tax reporting purposes and other records including invoices of WIC and non-WIC foods, purchase records, shelf price records, and gross sales receipts. Upon request, the vendor must make readily available and provide to representatives of the WIC Program, the U.S. Department of Agriculture, and the Comptroller General of the United States, at any reasonable time and place for inspection and audit, all WIC FOOD BENEFITS in the vendor's possession and all program-related records relevant to the performance of this agreement. In addition, the vendor must maintain and provide the Guam WIC Program upon request acceptable documentation of annual total food sales revenue (Supplemental Nutrition Assistance Program (SNAP) eligible food sales), as well as invoices and receipts showing the source of infant formula purchases.
15. To notify the WIC Program of any change in vendor ownership, store location, or cessation of operations. This vendor agreement will be terminated in such instances. The notification must be in writing and provided not less than 30 calendar days in advance of the effective date of the change in ownership or cessation of operation. A change in business structure constitutes a change in ownership, and when the vendor's operation moves one (1) mile or more, it constitutes a change in store location.

16. To provide the WIC Program with the vendor's bank/financial institution information for WIC food instrument and cash value voucher processing and redemption including, but not limited to: the name, branch, and account number. The vendor shall notify the WIC Program in writing of any changes in the bank/financial institution information not less than 30 calendar days before the change takes place.

17. To accept full responsibility for any fees charged by the vendor's financial institution and the WIC Program's financial institution due to nonpayment and return of improperly transacted WIC FOOD BENEFITS that exceed the price limitation applicable to the vendor.

18. To pay any claim assessed by the WIC Program within 30 days of receipt of such claims for any vendor overcharges or other errors in food instruments or cash value vouchers transacted and redeemed.

19. Not to charge participants or authorized parents/caretakers of infant and child participants for authorized supplemental foods obtained with WIC FOOD BENEFITS. In addition, the vendor may not contact and seek restitution from these individuals for WIC FOOD BENEFITS not paid or partially paid by the WIC Program.

20. In addition to claims collection, the vendor may be sanctioned for program violations in accordance with Federal regulations, 7 CFR Part 246, §246.12, and the vendor sanction schedule in this agreement.

21. To have no obligation and no entitlement to renew this agreement at the time of expiration or termination.

22. To reapply for authorization during the open enrollment period for vendor applications, if the vendor wishes to be authorized beyond the period of its current agreement. Information in the vendor application must be true and complete. This vendor agreement does not constitute a license or a property interest. If the vendor is disqualified, the WIC Program will terminate this agreement, and the vendor will have to reapply, during the open enrollment period, in order to be authorized after the disqualification period is over. In all cases, the vendor's new application is subject to the vendor selection criteria and any vendor limiting criteria in effect at the time of reapplication.

23. To provide the WIC Program with the current shelf prices of WIC approved supplemental foods by accurately completing the program's food price list form at the time of initial application, reapplication, semi-annually, or upon request (submit by the date specified by the WIC Program).

24. To notify the WIC Program in writing (acceptable by fax transmittal with vendor representative's signature) of any permanent changes in the vendor's semi-annual food price list, specifically, any additions, deletions, or price changes in WIC foods. Notification must be made within ten (10) calendar days prior to the effective date of the change. Notification is not required of promotional sales in WIC foods for a limited time period.

25. To display the shelf price of authorized supplemental foods either on the items, on the shelves in proximity to the foods, or in the immediate area where the foods are kept (customer area of the store). The

vendor must prominently display the shelf price of supplemental foods in clear view of customers and in a way that clearly identifies the price with the specific food item.

26. To post in the store, in a place conspicuously visible to the public, at least one WIC sign provided by the WIC Program that identifies the store as an authorized WIC food vendor. The vendor will also attach on the shelves channel strips or shelf-talkers provided by the WIC Program stating "WIC-approved" or "WIC-eligible" to identify authorized WIC foods. Vendors may only post WIC signs and WIC shelf-talkers provided by the Guam WIC Program.

27. To remove and not sell to WIC participants authorized supplemental foods that have exceeded the manufacturer's expiration date, "sell by," "best if used by," or some other date limiting the sale or use of the food item.

28. To maintain the store premises in good sanitary condition, grade "A" rating at all times.

29. To maintain mechanically refrigerated containers at a temperature of 45° Fahrenheit or below. (Mechanical refrigeration is required.)

30. To notify the WIC Program by telephone and in writing (acceptable by fax transmittal) when the store's sanitary inspection rating is below a grade "A." The vendor must notify the WIC Program no later than the next work day of the WIC Program following the date of the change in rating.

31. To provide translation of all WIC materials if the vendor and its staff are not fluent in English. The vendor must provide a translator for on-site monitoring visits and vendor training sessions conducted by the WIC Program to ensure that vendor's employees understand WIC regulations, policies, and procedures.

32. To provide the WIC Program each year (by July 31) the current business license and sanitary permit with the proper endorsements during the term of this agreement.

33. To maintain store hours of operation at least 6 days per week, 9 hours per day including the hours of 9:00 a.m. to 6:00 p.m.

34. Not to permit any person or persons employed by or associated with the WIC Program to acquire or retain any interest in or relationship with the vendor which might lead to a conflict of interest as defined by applicable State/local laws, regulations and policies. Conflict of interest between the vendor and the WIC Program is prohibited.

35. To provide authorized supplemental foods to participants and authorized parents/caretakers of infant and child participants at the following fixed, permanent location only: **Guam WIC Authorized Vendor**. No other entry.

36. When requested by the WIC Program, on a case by case basis, the vendor may provide special-order infant formula or other medically prescribed foods to certain participants or authorized

parents/caretakers of infant or child participants in addition to the minimum variety and quantity of authorized WIC supplemental foods in this agreement.

37. During times of natural disasters or emergency circumstances, vendor may be required to provide certain WIC supplemental foods in smaller sizes and ready to use form. The WIC Program will inform the vendor on the sizes and forms of the specific WIC supplemental foods required in such circumstances.

38. To purchase infant formula only from the sources on the Guam WIC Program's restricted list of infant formula distributors licensed under Guam law/regulation, and infant formula manufacturers registered with the U.S. Food and Drug Administration. The list of authorized sources includes an infant formula distributor licensed and listed in the California WIC Program's infant formula authorized sources. This applies to primary contract brand and non-contract brand infant formula approved by the Guam WIC Program.

39. The Guam WIC Program wholly disallows (WIC) vendors (regular or above 50 percent) from offering incentive items solely to WIC participants. Section 246.12 (h) (3) (iii) of the Federal WIC regulations requires vendors to offer Program participants the same courtesies that are offered to non-WIC customers. Therefore, a WIC-authorized vendor may not treat WIC customers differently by offering incentive items that are not offered to non-WIC customers. Incentive items include, but are not limited to, cash prizes, lottery tickets, transportation, sales/specials (e.g., buy one-get-one free, free additional ounces, etc.) and other free food or merchandise. Anything made available in a public area as a complimentary gift which may be consumed or taken without charge is a prohibited incentive item ((246.12(g)(3)(iv)(B)(4)). Minimal customary courtesies of the retail food trade, such as bagging supplemental food for the participant and assisting the participant with loading the supplemental food into his/her automobile are exceptions.

40. To maintain and stock the required minimum variety and quantity of WIC supplemental foods, on the shelves at all times in the shopping areas of the store for WIC participants and authorized parents/caretakers of infant and child participants to obtain, as follows:

(Remainder of page intentionally left blank. GUAM WIC Minimum Variety and Quantity Requirements (and Exclusions) of WIC Authorized Foods follows on next page).

GUAM WIC Minimum Variety and Quantity Requirements (and Exclusions) of WIC Authorized Foods			
Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements	Exclusions
<p><u>MILK</u></p> <p><u>FLUID MILK</u> (Chilled or Shelf Stable)</p> <ul style="list-style-type: none"> * DEVONDALE (Whole, 1% (Low Fat) or non-fat) <ul style="list-style-type: none"> - Gallon - shelf stable - Quart - shelf stable * FOREMOST (Whole, 1% (Low Fat), or non-fat) <ul style="list-style-type: none"> - Quart - shelf stable - Gallon - shelf stable * DARIGOLD (Whole, 1% (Low Fat), or non-fat) <ul style="list-style-type: none"> - 1/2 gallon - chilled * CALIFORNIA SUNSHINE (Whole, 1% (Low Fat) or non-fat) - 1/2 gallon - chilled * REAL FRESH (Whole, or 1% (Low at) <ul style="list-style-type: none"> - Quart - shelf stable - 8 fl. oz. (Only if specified on WIC food benefits) * HERSHEY'S (Whole, 1% (Low Fat), or non-fat) <ul style="list-style-type: none"> - Quart - shelf stable - Gallon - shelf stable * ANCHOR (Whole or non-fat) <ul style="list-style-type: none"> - Gallon - shelf stable - Quart - shelf stable * DARIGOLD Lactose free or LACTAID (Reduced lactose milk, whole, 1% (Low Fat) or 	<p>Fluid (Chilled or shelf stable) milk must be available</p>	<p><u>FLUID MILK</u></p> <p>1. <u>Chilled Milk</u></p> <ul style="list-style-type: none"> - Total of seven (7) gallons of whole, 1% Low Fat or non-fat chilled or UHT milk; and a Total of twelve (12) half-gallons Whole (4), 1% Low Fat (4), or non-fat (4) chilled milk. <p>2. <u>Shelf Stable Milk</u></p> <ul style="list-style-type: none"> - Total of thirty-six (36) quarts of whole (12), 1% Low Fat (12), or non-fat (12) shelf stable milk 	<ul style="list-style-type: none"> - Non-approved brands - Flavored milk - Filled milk - Pint size - Raw (unpasteurized) Milk - Non-dairy substitutes - Sweetened condensed milk - Buttermilk - Goat's milk - Organic milk - Evaporated milk - Whole milk only for children 12 to 23 months - 8 fl. oz. - shelf stable (Only if specified on WIC food benefits) - 1% (Low Fat), or non-fat milk only for women and children 24 months and up <p>Note: Skim Milk is the same as non-fat milk; 2 % Milk only allowed if specified on WIC food benefits</p>

<p>non-fat). (Only if specified on WIC food benefits) - ½ gallon – chilled</p>			
<p><u>MILK (Cont'd)</u> * <u>DRY POWDERED MILK</u> - Nestle Carnation - Dry powdered milk (9.6 oz); - Goat's milk – whole milk, 12 oz.; * Only if specified on WIC food benefits;</p>	<p>None.</p>	<p>None.</p>	<p>None.</p>
<p>* <u>EVAPORATED MILK (12 oz. can)</u> - Nestle Carnation - Western Family – - Essential Everyday - Goat's milk – whole milk, 12 oz.; * Only if specified on WIC food benefits</p>	<p>No condensed milk.</p>	<p>None.</p>	<p>None.</p>
<p><u>TOFU</u> - 16 oz. block; - water packed; - Any texture (soft, medium firm, firm, or extra firm); - Calcium-set only; - SunSoy (firm); - Azumaya (firm and extra firm);</p>	<p>Magnesium set tofu.</p>	<p>A total of 2 lbs.</p>	<p>None.</p>
<p><u>CHEESE</u> - 16 oz. block or 8 oz. blocks (only if specified on WIC food benefits) - Any brand of the following: - Cheddar - Mozzarella</p>	<p>At least two (2) varieties must be available</p>	<p>Total of 10 pounds of regular cheese (block)</p>	<p>- Cheese food - Cheese spread - Cream cheese or Parmesan cheese - Pasteurized process cheese - Deli purchases</p>

<ul style="list-style-type: none"> - Monterey Jack - Colby - Colby Jack - Swiss - Cheese blends of the above are also approved - Mozzarella string style (only 16 oz. package) 			<ul style="list-style-type: none"> - Extra Sharp (Cheddar) cheese - Organic cheese - Diced, grated, sliced, or shredded cheese - Cheese with added hot peppers or spices
<p><u>EGGS</u></p> <ul style="list-style-type: none"> - U.S. grade A or AA - Any brand - One (1) dozen white or brown eggs - Small, medium, or large size 	<ul style="list-style-type: none"> - Small, medium, or large size 	<p>Four (4) dozens</p>	<ul style="list-style-type: none"> - Extra-large or jumbo size - Powdered or liquid eggs - Egg substitutes - Specialty eggs such as organic, etc.
<p><u>YOGURT</u></p> <ul style="list-style-type: none"> - 32 oz. (Plain Quart size only) - Only if specified on WIC food benefits <p>Any of the following brands:</p> <ul style="list-style-type: none"> - Brown Cow - Mountain High - Nancy's - Western Family - Stony Field - Essential Everyday - Chobani (Plain Non-Fat Greek) 	<ul style="list-style-type: none"> - Yogurt must be available. 	<p>Total of three (3) quarts of yogurt.</p>	<ul style="list-style-type: none"> - Flavored not allowed - Only 1% (Low Fat) or non-fat yogurt allowed for children over 2 years of age and women - Only whole fat yogurt allowed for children less than 2 years of age - No other ingredients i.e. granola, honey, or fruit - Only if specified on WIC food benefits

GUAM WIC Minimum Variety and Quantity Requirements (and Exclusions) of WIC Authorized Foods		
Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements
		Exclusions

<p><u>JUICE</u></p> <p>1. <u>Frozen Juice</u></p> <ul style="list-style-type: none"> * 100% Juice, greater than or equal to 120% Vitamin C. No minimum Vitamin C requirement on citrus juices (i.e. orange and grapefruit juices); * Added calcium & Vitamin D allowed * 11.5 to 16 fl. oz. concentrate - Apple juice (Seneca Red, Springfield, Western Family, IGA, Treetop, Old Orchard) - Grape juice (Welch's, Western Family, Old Orchard) — - Pineapple juice (Dole) - Orange juice (any brand) - Grapefruit juice (any brand) <p>2. <u>Shelf Stable</u></p> <ul style="list-style-type: none"> * 100% Juice, greater than or equal to 120% Vitamin C. No minimum Vitamin C requirement on citrus juices (i.e. orange and grapefruit juices); * Added calcium & Vitamin D allowed * 64 and 46 fl. oz. container - Apple juice (W/F, Langers, Motts, Treetop, IGA, Hansen's, Seneca Red, Ruby Kist, Juicy Juice (Nestle), Springfield) - Grape juice (Welch's (concord grapes), 	<p>1. <u>Frozen Juice</u></p> <ul style="list-style-type: none"> - At least two (2) varieties must be available. Orange Juice must be available; <p>2. <u>Shelf Stable</u></p> <ul style="list-style-type: none"> - At least three (3) varieties must be available. Orange Juice must be available. 	<p>1. <u>Frozen Juice</u></p> <ul style="list-style-type: none"> - Total of twelve (12) containers. At least four (4) must be Orange Juice. <p>2. <u>Shelf Stable</u></p> <ul style="list-style-type: none"> - Total of twelve (12) containers. At least four (4) must be Orange Juice. 	<p>1. <u>Frozen Juice</u></p> <ul style="list-style-type: none"> - Fruit Punch - Juice drinks - Mixed juices unless noted - Other brands unless approved by the Guam WIC Program - Juice items that do not state "100 % Juice & 120% Vitamin C" - Organic juice - Sugar added - Other flavors, types, or sizes <p>2. <u>Shelf Stable</u></p> <ul style="list-style-type: none"> - Fruit Punch - Juice drinks - Mixed juices unless noted - Other brands unless approved by the Guam WIC Program - Juice items that do not state "100 % Juice & 120% Vitamin C" (Except for citrus juices, no minimum Vitamin C requirement) - Organic juice - Sugar added - Other flavors, types, or sizes

<p>IGA & Welch's (Red or White Grape), Welch's Grape, W/F, Hansen's, Langers, Ruby Kist, Donald Duck, Juicy Juice (Nestle), Springfield)</p> <p>- Grapefruit juice (Flavorite, W/F, Ruby Kist, Donald Duck) – No minimum Vitamin C requirement;</p> <p>- Vegetable juice (V8, W/F, IGA, Springfield,)</p> <p>- Pineapple juice (W/F, IGA, Langers, Dole, Hansen's, Springfield);</p> <p>- Tomato juice (Campbell's, IGA, W/F, Red Gold);</p> <p>- Orange juice (Flavorite, Tropicana, Hansen's, Ruby Kist, W/F, Texsun, Cal- Maid, Langers) - No minimum Vitamin C Requirement;</p> <p>* Up to 7 fl. oz. -Only if specified on WIC food benefits</p>			
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GUAM WIC Minimum Variety and Quantity Requirements (and Exclusions) of WIC Authorized Foods			
Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements	Exclusions
<p>CEREAL</p> <p>- Meets USDA requirement of 28 mg iron/100 g dry cereal, less than 21g Sugar/100gm cereal and has an additional requirement of 2g fiber per serving. Maximum sodium 250mg/serving - Boxes or bags allowed</p> <p>1. Hot cereals</p>			

<p>- 11.8 oz. min. size container up to 36 oz.</p> <p>Whole Grain hot cereals</p> <ul style="list-style-type: none"> - Wheat Hearts (Gen. Mills) - Maypo Oatmeal - regular or quick (Homestead Farms LTD) <p>Other hot cereals</p> <ul style="list-style-type: none"> - Original Malt-O-Meal (Malt-O-Meal Co.) - Cream of Wheat - regular, instant, or quick (B&G Foods, Inc.) - Quaker - Original instant Oatmeal (11.8 oz) - Western Family - Instant Oatmeal (11.8 oz.) 	<p>1. Hot Cereals</p> <ul style="list-style-type: none"> - Varieties of wheat or oats must be available - At least one (1) variety must be in a 11.8 oz. container. 	<p>1. Hot Cereals</p> <ul style="list-style-type: none"> - Total of six (6) boxes / bags /Containers. 	<p>1. Hot Cereals</p> <ul style="list-style-type: none"> - Boxes, bags, or containers smaller than 11.8 oz. - Plain Oatmeal less than 28mg/100g Iron - Hot cereal brands not approved by the Guam WIC Program - Products that contain more than 21g Sugar/100g cereal or less than 2g fiber per serving - Products that contain more than 250 mg/serving of sodium - Quaker - "Export" Original instant Oatmeal (11.8 oz.) - Cereal only. No added ingredients such as raisins, marsh mellow, nuts, etc.
<p>2. Cold Cereals</p> <ul style="list-style-type: none"> - 12 oz. min. size container up to 36 oz. <p>Whole Grain cold cereals</p> <ul style="list-style-type: none"> - Cheerios, Whole Grain or Multigrain (General Mills) - Wheat Bran Flakes (Western Family) - Total, Whole Grain (General Mills) - Kix, Whole Grain (General Mills) - Wheaties (General Mills) - Kellogg's All Bran Complete Wheat Flakes - Kellogg's Mimi Wheats - Kellogg's Mimi Wheats Bite Size - Kellogg's Mimi Wheats Unfrosted - Kellogg's Mimi Wheats Frosted <p>Other cold cereals</p> <ul style="list-style-type: none"> - Grape Nut Flakes (Post) - Grape Nuts (16 oz., Post) - Bran Flakes (Post) - Life (Quaker) 	<p>2. Cold Cereals</p> <ul style="list-style-type: none"> - At least three (3) varieties (i.e. bran, corn, oat, rice, multi-grain, wheat) must be available and one must be whole grain 	<p>2. Cold Cereals</p> <ul style="list-style-type: none"> - Total of twelve (12) boxes / bags / containers 	<p>2. Cold Cereals</p> <ul style="list-style-type: none"> - Boxes, bags, or containers smaller than 12 oz. - Cold cereal brands not approved by the Guam WIC Program - Iron content less than 28mg/100g Dry cereal - Products that contain more than 21g sugar/100g cereal or less than 2g fiber per serving. - Products that contain more than 250 mg/serving of sodium

<ul style="list-style-type: none"> - Oatmeal Squares (Quaker) - Quaker Essentials – Crunch Corn Bran (Quaker) - Blueberry Mini Spooners (18 oz., Malt-O-Meal) - Strawberry Cream Mini Spooners (18 oz., Malt-O-Meal) 			
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GUAM WIC Minimum Variety and Quantity Requirements (and Exclusions) of WIC Authorized Foods

Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements	Exclusions
<p><u>WHOLE WHEAT BREAD</u></p> <p>1. 100% Whole Wheat Bread</p> <ul style="list-style-type: none"> - 16 oz. loaf (Franz, Light Oroweat, Wonder Soft, Pepperidge Farm, Roman Meal Sungrain 100% Whole Wheat Bread; - 24 oz. loaf (Franz, Light Oroweat, Franz Whole Grains-7 Grains, Country Grain Stone Ground – 100% Whole Wheat Bread, Western Farms – 100% Whole Wheat Bread, Holsum Stone Ground; 100% Whole Wheat Bread <p>2. Other Whole Wheat/Whole Grain Options:</p> <ul style="list-style-type: none"> - Ortega – Tortillas, whole wheat, 16 oz.; - Rainbo, dinner rolls, whole wheat, 16 oz.; <p>* 16 oz. Options (16 oz. size):</p> <ul style="list-style-type: none"> - Brown Rice – 16 oz. package; Any brand - Oroweat 100% Whole Wheat Hot Dog Buns - Essential Everyday Whole Wheat 	<ul style="list-style-type: none"> - One (1) of the varieties (Brown rice, whole wheat bread, or other whole wheat/whole grain options) must be available in 16 oz. size packages - Whole wheat or whole grain must be the first ingredient in the list of ingredients 	<p>Total of six (6) packages of Brown Rice, 100% Whole Wheat Bread and/or other whole wheat/whole grain options</p>	<p>1. <u>100% Whole Wheat or whole Grain Bread</u></p> <ul style="list-style-type: none"> - When 1st ingredient is: <ul style="list-style-type: none"> - wheat flour; - white flour; - enriched flour; <p>2. <u>Other Whole Grain Options</u></p> <ul style="list-style-type: none"> - Seasoned or wild rice - Brown rice mixtures (i.e. wild rice, white rice or any other type of rice such as Jasmine) - Whole grains (brown rice, bulgur, oats, and whole grain barley) are authorized - Whole grain pasta, whole wheat rolls, hamburger and hot dog buns allowed

<p>(Spaghetti, Thin Spaghetti, Elbow Macaroni, Rotini) - Ronzoni Healthy Harvest 100% Whole Grain (Rotini, Lasagna) - Bionature 100% Whole Wheat Rigatoni - Western Family Spaghetti "made with 100% whole wheat (16 oz. only) - Western Family Penne Rigate "made with 100% whole wheat (16 oz. only) - Barilla – 16 oz, whole grain –Linguine, spaghetti, thin spaghetti, penne, and rotini</p> <p>* 24 oz. Options (24 oz. size from listing above is allowed for breast-feeding pregnant women with twins):</p>			<p>-Whole wheat pasta (i.e. spaghetti, macaroni, rotini, and other shapes) that meet the FDA standard of identity for whole wheat macaroni (pasta) products are authorized</p> <p>- English Muffins, bagels are not authorized</p> <p>- Other whole grain products unless approved by the Guam WIC Program</p> <p>- No added sugars, fats, oils, or sodium.</p>
<p><u>DRY or CANNED BEANS</u></p> <p>* 16 oz. minimum package (16 oz. packages only). Any brand;</p> <ul style="list-style-type: none"> - Black beans - Garbanzo beans (Chick Peas) - Kidney beans - Lentils - Mongo/Mung beans (green or yellow) - Pinto beans - Split Peas (green or yellow) - Black eye peas - Great northern beans - White beans - Canned beans, any brand, (Only if specified on WIC food benefits). Not allowed with CVV) - Canned baked beans (with no added sugars, fats, oil or meat is allowed) - Canned refried beans (with no added sugars, fats, oil or meat is allowed) - Canned organic beans (allowed) 	<p>Three (3) of the seven (7) varieties must be available</p>	<p>Total of six (6) bags</p>	<p>- Beans items covered under cash value benefits are not allowed.</p> <p>- Dry and canned mature legumes authorized under the legume category (dry beans, peas, or lentils in dry-packaged or canned forms) cannot be purchased with WIC food benefits</p> <p>- Canned green peas (allowed) with CVV</p> <p>- Canned organic beans (allowed)</p> <p>- Frozen beans, peas, or Lentils (allowed)</p> <p>- No soups, stews, mixed with meat or added sugar;</p> <p>- Beans authorized for CVV are not a part of allowed dry or canned, frozen legumes</p>

<p>- Frozen beans, peas, or Lentils (allowed)</p>			
<p><u>PEANUT BUTTER</u></p> <ul style="list-style-type: none"> - All textures allowed - Smooth to super crunchy - 16 to 18 oz. containers - Any brand 	<ul style="list-style-type: none"> - Varieties must include at least three (3) textures i.e. smooth to super crunchy. - One variety must be 18 oz. size. - Military Commissaries (Peer Group 9) - Must include at least three (3) textures. 	<p>Total of six (6) containers</p>	<ul style="list-style-type: none"> - Honey roasted - Peanut butter spreads - Mixtures with marshmallows, honey, jelly, chocolate or similar ingredients - Organic peanut butter - Any other size container - Peanut butter with additives such as Omega 3 fatty acids

GUAM WIC Minimum Variety and Exclusions of WIC Authorized Foods			
Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements	Exclusions
<p><u>FRUITS & VEGETABLES (For Cash Value Benefits Only)</u></p> <ul style="list-style-type: none"> - Cash value up to the amount indicated on cash value benefits - Children \$8, Pregnant & Postpartum Non-breast-feeding Women, Partially Breast-Feeding Women \$11, and Exclusively Breast-Feeding Women \$11; \$16.50 for Breast Feeding Women with multiple infants, i.e. twins <p>(Note: WIC Vendors are not to issue cash change to a WIC client for purchases less than the total value of a cash value benefits. However, the WIC client may use his/her own funds for purchases in excess of the monetary limit for his/her cash value benefits).</p>	<p>Variety must include at least three (3) types of fruits and three (3) types of vegetables. Types of fruits and vegetables must be available in fresh, frozen, and/or canned form. Bagged fruits and vegetables are allowed.</p>	<p><u>Fresh/Frozen/Canned fruits and vegetables</u></p> <p>Must have at least thirty (30) pounds of fresh fruits and vegetables and twenty (20)</p>	<p><u>Fresh fruits & vegetables</u></p> <ul style="list-style-type: none"> - Salad bar fruits or vegetables - Nuts (including peanuts) - Fruit & nut mixes
<p><u>Fresh fruits & vegetables</u></p> <ul style="list-style-type: none"> - Cello bag of fruits; - Local grown - Any brand imported - Organic Fresh fruits & vegetables are 			

<p>allowed</p> <ul style="list-style-type: none"> - Potatoes are allowed - Garlic, Onions and peppers are allowed <p><u>Frozen fruits & vegetables</u></p> <ul style="list-style-type: none"> - Any brand - Combinations of fruits or vegetables allowed - Frozen beans and any other kind of frozen bean not authorized under the legume category - Organic frozen fruits & vegetables are allowed; - Potatoes are allowed <p><u>Canned fruits & vegetables</u></p> <ul style="list-style-type: none"> - Any brand (Only if specified on WIC food benefits) - Potatoes are allowed; - Organic canned fruits & vegetables are allowed; <p><u>Dried fruits & vegetables</u></p> <ul style="list-style-type: none"> - Any brand (without added sugars, fats, oils, or sodium is allowed) - Potatoes are allowed; (instant mashed potatoes with no added ingredients); - Organic dried fruits & vegetables are not allowed; 	<p>cans or bags of canned or frozen fruits or vegetables.</p>	<ul style="list-style-type: none"> - Spices or herbs (Ginger Root is allowed) - Ornamental and decorative fruits and vegetables such as "chili peppers on a string"; "garlic on a string" - Dry beans <p><u>Frozen/Canned fruits & vegetables</u></p> <ul style="list-style-type: none"> - Added noodles, sauces or butter - Seasoning or flavored added - Breaded products - Added sugar or artificial sweeteners <p>(Note: small amounts of sugar for processing purposes is allowed, i.e. sweet peas & sweet corn is allowed)</p> <ul style="list-style-type: none"> - French fries - Hash browns - Tater tots or other processed white potato product - Mixtures with rice or pasta, or meat, or any other ingredient - Single serving packages (Only if specified on WIC food benefits) - Frozen beans and ANY other kind of bean NOT authorized under the legume category can be purchased with <i>cash value benefits</i> <p><u>Dried fruits & vegetables</u></p> <ul style="list-style-type: none"> - Dried fruits or vegetables (with added sugars, fats, oils, or sodium is not allowed)
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Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements	Exclusions
<p><u>CANNED FISH</u></p> <ul style="list-style-type: none"> - Minimum can size is 5 oz. – 15 oz.; - Fish may contain skin and bones; <p><u>Tuna</u></p> <ul style="list-style-type: none"> - 5 to 6.5 oz. can; - Water packed only; - Any chunk light brand; <p><u>Pink Salmon</u></p> <ul style="list-style-type: none"> - 5 to 15 oz. can Pink Salmon; - Packed in water or natural oil; - Any brand; <p><u>Sardine</u></p> <ul style="list-style-type: none"> - 5 to 15 oz. can Sardine - Water packed or natural oil - Any brand - 3.75 oz. can. Only if specified on WIC food benefits) <p><u>Mackerel</u></p> <ul style="list-style-type: none"> - 5 to 15 oz. can Mackerel - Packed in water or natural oil - Any brand <p>* 3.75 – 5 oz. – Only if specified on WIC food benefits.</p> <p>Note:</p> <ul style="list-style-type: none"> - Jack mackerel is allowed - Canned fish with added sauces and flavorings (e.g. tomato sauce, mustard, and lemon) are allowed 	<p>Two (2) of the four (4) varieties must be available</p>	<p>Total of twenty (20) cans (ranging from 5-15 oz).</p>	<ul style="list-style-type: none"> - Fish packed in pouches not allowed - King mackerel, red salmon wild sockeye, blue back salmon not allowed - Prime filet not allowed

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<p><u>INFANT FORMULA</u></p> <ul style="list-style-type: none"> - 13 fl. oz. Concentrate Similac advance with Iron - 12.4 oz. Powdered Similac Advance with Iron - Similac read to feed formula (Unless specifically indicated on WIC food benefits) 	<p>None</p>	<ul style="list-style-type: none"> - Forty-five (45) cans of powdered formula 	<ul style="list-style-type: none"> - Any ready to feed formula (Unless specifically indicated on WIC food benefits) - No non-contract brand formula(s) (Unless specifically indicated on the WIC food benefits)
<p><u>INFANT FOODS</u></p> <ul style="list-style-type: none"> - Single food only - Packages of any brand of multiple containers - 2.5 oz. of meat - 4 oz. or 2-pk of 4 oz. (net wt. 8 oz.) of fruit or vegetable. (Brands -Gerber, Beech Nut, and Nature's Goodness); - 8 oz. box Infant cereal; Dry single grain; No fruit added; (Gerber brand, barley, oatmeal, rice or wheat grains allowed; Beach Nut brand, barley, oatmeal, or rice allowed); - Fresh Banana substitution/option allowed (Only if specified on WIC food benefits) 	<p>Varieties of fruit, vegetables, or meat must be available</p>	<p>Total of fifty (50) containers (twenty-five (25) for food items packaged in sets of twos).</p>	<ul style="list-style-type: none"> - Mixtures of meat and vegetables - Added sugar or salt - Dinners - Jar infant cereals (Dry cereals only) - Desserts - Puddings - Organic

<p>SOY BEVERAGE (only if specified on WIC food benefits)</p> <ol style="list-style-type: none"> 1. 8th Continent-Original (Only) <ul style="list-style-type: none"> - ½ gallon size container. Approved brand must meet nutrition specifications; - Chilled or shelf stable; 2. Pacific Ultra Soy (Original, Plain) <ul style="list-style-type: none"> - Quart size container. - Approved brand must meet nutrition specifications; - Chilled or shelf stable; 3. Kikkoman Pearl Organic Soymilk <ul style="list-style-type: none"> - Original, 32 oz. size container - 8 fl. oz. container; - Approved brand must meet nutrition specifications; - Chilled or shelf stable; - Only if specified on WIC food benefits. 4. Silk Soymilk <ul style="list-style-type: none"> - Original, 32 oz. size container 	<p>None</p>	<p>None</p>	<ul style="list-style-type: none"> - Soy beverages not approved by WIC (i.e. no substitutes); - Almond, rice, etc. plant-based beverages;
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41. Display Guam WIC eWIC card design to identify check-out lanes in a manner consistent for other payment types.

42. Assume commercial processing costs and fees imposed by a third party processor if the vendor elects to use commercial providers to connect to the State Agency's EBT processing system. The vendor shall not charge to the State agency any third-party commercial processing costs and fees incurred by the vendor from EBT multi-function equipment.

43. Not charge the Guam WIC Program for interchange or transaction fees.

44. Vendor shall not retain or confiscate an eWIC card or ask a WIC participant for eWIC Personal Identification Number (PIN) or for any identification in addition to eWIC card.

45. Vendor shall scan the actual item's Universal Product Code (UPC) that is affixed to the item, unless the item being purchased is a fresh fruit or vegetable. The Vendor agrees to never scan codes from UPC codebooks or reference sheets. The retailer is prohibited from scanning any UPC as a substitute, replacement or otherwise not actually affixed to the actual item being purchased by the WIC customer using an eWIC card.

46. Vendor shall sell only WIC foods/formula to WIC customers that are available in their current benefit balance.

47. Vendor shall sell only WIC foods/formula to WIC customers that are approved on the Guam WIC "Approved Product Listing" (APL).

48. For those stores using Stand-beside devices only, execute the eWIC service provider Merchant Agreement pertaining to accepting and processing eWIC transactions.

B. WITH REGARD TO WIC FOOD INSTRUMENT AND CASH VALUE VOUCHER PROCESSING, VENDOR AGREES:

1. To accept WIC FOOD BENEFITS only from participants or authorized parents/caretakers of infant and child participants with a valid eWIC card. Upon a vendor's certification for eWIC, Vendor shall not retain or confiscate an eWIC card or ask a WIC participant for eWIC Personal Identification Number (PIN) or for any identification in addition to eWIC card.

2. To provide participants only the authorized supplemental foods listed on the WIC FOOD BENEFITS (including the quantity, unit, type, and size) and in the brands and varieties listed in the current Guam WIC Program Approved Foods list and selected by the participant or authorized parent/caretaker. The vendor must not provide unauthorized food items in exchange for WIC FOOD BENEFITS, including charging for supplemental foods provided in excess of those listed on the WIC FOOD BENEFITS.

3. Not to provide refunds or permit exchanges for authorized supplemental foods obtained with WIC FOOD BENEFITS, except for exchanges of an identical authorized supplemental food item when the original authorized supplemental food item is defective, spoiled, or has exceeded its "sell by," "best if used by," or other date limiting the sale or use of the food item. An identical authorized supplemental food item means the exact brand and size as the original authorized supplemental food item obtained and returned by the participant. The WIC vendor is strictly prohibited in providing exchanges for alternative brands or sizes of authorized supplemental foods (no substitutions).

4. To provide cash register receipts to WIC participants or authorized parents/caretakers of infant and child participants for each WIC FOOD BENEFITS transaction.

5. To request in writing for an opportunity to correct or justify a vendor overcharge or other error in WIC FOOD BENEFITS returned and unpaid including WIC FOOD BENEFITS exceeding purchase price limitations and the maximum allowable reimbursement level applicable to the vendor, and for authorization to redeposit any returned food draft for payment. The WIC Program must receive the request within 90 days of the "FIRST DATE TO USE" date indicated on WIC FOOD BENEFITS. Upon the WIC Program's satisfaction with the justification or correction, the WIC Program will authorize the vendor to redeposit a returned instrument for payment by entering a statement and signature of approval on the returned WIC FOOD BENEFITS.

6. Not to collect any sales tax on authorized supplemental foods obtained with WIC FOOD BENEFITS. However, the portion of the CVV transaction paid with the participant's own funds* may be subject to any tax which applies to non-WIC purchases of fruits and vegetables.

*The vendor shall offer, but not require, WIC participants the opportunity to pay with their own funds (which includes cash, personal check, credit card, and EBT/SNAP benefits) the portion of a fruit/vegetable purchase that exceeds the maximum dollar value of their CVV(s).

7. Not issue cash change to a WIC client for purchases less than the total value of WIC FOOD BENEFITS. However, the WIC client may use his/her own funds for purchases in excess of the monetary limit for his/her cash value voucher. The monetary amounts above the limits for his/her cash value vouchers are subject to any tax which applies to non-WIC purchase of fruits and vegetables.

8. To notify the WIC Program of misuse (attempted or actual) of WIC FOOD BENEFITS by WIC participants or authorized parents/caretakers of infant or child participants.

9. Not to receive, transact, or redeem WIC FOOD BENEFITS outside of the WIC Program's procedures.

10. To safeguard WIC FOOD BENEFITS transacted in the same manner as cash.

11. Not to transact and redeem WIC FOOD BENEFITS during any period of suspension.
12. Not to buy or sell WIC FOOD BENEFITS for cash (trafficking).
13. Not to sell firearms, ammunition, explosives, or controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802) in exchange for WIC FOOD BENEFITS.
14. Not to sell alcohol or alcoholic beverages or tobacco products in exchange for WIC FOOD BENEFITS.
15. Not to provide credit (including rain checks) or non-food items other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for WIC FOOD BENEFITS.
16. Not to claim reimbursement for the sale of an amount of a specific supplemental food item which exceeds the store's documented inventory of that supplemental food item for a specific period of time.
17. Not to intentionally or unintentionally charge the WIC Program more for supplemental foods than the price charged non-WIC customers or more than the current shelf price (vendor overcharges).
18. Not to receive, transact and/or redeem WIC FOOD BENEFITS outside of authorized channels, including the use of an unauthorized vendor and/or unauthorized person.
19. Not to charge the WIC Program for supplemental foods not received by the participant.
20. Not to transact WIC FOOD BENEFITS reported as lost or stolen. The vendor must notify employees of WIC FOOD BENEFITS reported as lost or stolen.
21. Support the following types of eWIC transactions:
 - a) Balance Inquiry – to provide the WIC card holder with a shopping list to retrieve the balance of the benefit prior to beginning a purchase.
 - b) Purchase – to authorize and complete a sale.
 - c) Reversal – to partially or completely nullify the effects of a previous purchase transaction and add benefits back to the WIC participant's benefits because the purchase transaction cannot be processed as instructed.
 - d) Void – to cancel a previously authorized and complete transaction, resulting in a reversal.
22. Shall use the local date and time the eWIC purchase transaction is approved at the vendor location.

23. All transactions shall be settled in U.S. Dollar Currency only.
24. eWIC transactions and files shall be retained for a minimum of 120 days from the date of the transaction or the transmission date of the file. Disputed transactions shall be retained until the dispute is resolved or 120 days whichever is longer.
25. Perform split tender processing to allow the card holder to pay the difference when a fruit or vegetable purchase exceeds the value of the CVB with an alternate method of payment.
26. When accepting eWIC cards, ensure that the eWIC card is present at the time of purchase and the participant enters their Personal Identification Number (PIN) in the presence of the cashier. Allow the WIC cardholder to re-enter the PIN when an invalid PIN response is received at the point of sale. The eWIC card may be key-entered if the card read fails.
27. Accept only one eWIC card per transaction.
28. Shall record and report the WIC authorized UPC or PLU and the cash value of the UPC or PLU purchase, including the generic FNS designated CVB food item PLU 4469.
29. The vendor should not accept eWIC payments for foods that are not included on the Approved Product List (APL) file.
30. Vendor shall always provide the WIC customer with a receipt at the end of the eWIC transaction, which at a minimum includes, last four digits of the card number of the Primary Account Number (no other digits should be displayed), store name, store address, city, state and zip code, date and time of purchase, store lane, if available, WIC food item identifier (if a separate WIC purchase receipt is not provided), benefit expiration date and time, purchased food items including the food item quantity, description and unit of measure, unit cost, total purchase amount, benefits remaining, including the benefit description, quantity and unit of measure, unique transaction identifier or systems trace audit number.

SECTION II. THE STATE AGENCY AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

- A. The WIC Program will not pay for improperly transacted and redeemed WIC FOOD BENEFITS, or, WIC FOOD BENEFITS that exceed applicable price limitations and the maximum allowable reimbursement level applicable to the vendor for the WIC FOOD BENEFITS.
- B. When the WIC Program determines the vendor has committed a vendor violation that affects the payment to the vendor, the WIC Program will deny or delay payment, assess a claim or establish a claim in the amount of the full purchase price WIC FOOD BENEFITS that contained the vendor overcharge or other error. In collecting a claim, the WIC Program may offset the claim against current and subsequent amounts to be paid to the vendor.

- C. The WIC Program will provide the vendor with an opportunity to justify or correct a vendor overcharge or other error in WIC FOOD BENEFITS, when payment is delayed or a claim is established. If satisfied with the justification or correction, the WIC Program will provide payment or adjust the proposed claim accordingly.
- D. The WIC Program will provide training annually to at least one representative of the vendor. Annual vendor training will be in a variety of formats, including newsletters, videos, or interactive training that includes a contemporaneous opportunity for questions and answers. The WIC Program will have sole discretion to designate the date, time, and location of all interactive training and the audience (e.g., managers, cashiers, etc.) to which the training is directed. The WIC Program will provide the vendor with at least one alternative date on which to attend interactive training.
- E. The WIC Program will monitor the vendor for compliance with program requirements. Routine monitoring visits and compliance investigations will be conducted on the vendor throughout the agreement period.
- F. The WIC Program will provide the vendor with a WIC sign to identify the store as an authorized WIC food vendor, channel strips or shelf-talkers to attach on the store's shelves stating "WIC-approved" or "WIC-eligible" to identify authorized WIC foods, the Guam WIC Approved foods list.
- G. The WIC Program will ensure that no conflict of interest exists between the vendor and the WIC Program, as defined by applicable State laws, regulations, and policies.
- H. The WIC Program may reassess the vendor at any time during the agreement period using the vendor selection criteria in effect at the time of the reassessment.
- I. The WIC Program will notify the vendor of changes to Federal or State/local statutes, regulations, policies, or procedures governing the Program before the changes are implemented.
- J. The WIC Program will apply limits on the amount of reimbursement allowed for WIC FOOD BENEFITS transacted and redeemed based on a vendor's peer group and competitive price criteria.
- K. The WIC Program will provide the vendor with not less than 15 calendar days advance written notice of the expiration of this agreement.
- L. The WIC Program is not obligated to renew this agreement.
- M. The WIC Program will keep information on the vendor confidential (other than its name, address, and authorization status) in accordance with Federal and State/local regulations governing the WIC Program. Information that individually identifies the vendor is considered confidential.
- N. eWIC GRANT FUNDS AND COST SHARING

The Department may utilize special funding, when available, to assist the Vendor with necessary upgrades to integrate equipment or systems that are not solely dedicated to eWIC transactions. The Department will utilize a USDA FNS-approved Cost Sharing Plan, which details the approach for allocating special funds for equipment or systems enhancements for eWIC. Vendors that accept this special funding and terminate or are disqualified from the Program within two years shall refund the Department for the amount received, prorated at 4.16% per month while on the Program and accepting eWIC cards.

O. The WIC Program will ensure that the vendor will be paid promptly in accordance with the *FNS Operating Rules for Women, Infants and Children Electronic Benefits Transfer, dated September 2014*, available at <https://www.fns.usda.gov/wic/wic-ebt-operating-rules-technical-implementation-guide> (WIC EBT Operating Rules), and other applicable requirements of law.

SECTION III. MISCELLANEOUS PROVISIONS.

A. RECIPROCAL SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) DISQUALIFICATION FOR WIC PROGRAM DISQUALIFICATIONS.

Disqualification from the WIC Program may result in disqualification as a retailer in the Supplemental Nutrition Assistance Program (SNAP). Such disqualification may not be subject to administrative or judicial review under the Supplemental Nutrition Assistance Program (SNAP).

B. VENDOR SANCTIONS.

“*Pattern*” is defined as 2 occurrences of the same violation within a 12-month period.

Federal regulations governing the WIC Program, 7 CFR Part 246, §246.12, mandate that uniform mandatory WIC vendor sanctions be applied and imposed across State agencies for the most serious WIC Program violations. Regulations also provide that State-agency established vendor sanctions be imposed for other program violations in addition to mandatory sanctions. A vendor violation is an action of a vendor’s current owners, officers, managers, agents, or employees that violate the vendor agreement or Federal or State/local statutes, regulations, policies, or procedures governing the Program.

The WIC Program 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 the WIC Program determines, in its discretion, on a case-by-case basis, that notifying the vendor would compromise an investigation.

Vendor sanctions include disqualification/suspension, administrative fines, and civil money penalties in lieu of disqualification/suspension. (This list is not exhaustive.)

1. The following mandatory vendor sanctions will be imposed for the serious violations specified, pursuant to Federal regulations in 7 CFR, §246.12(1):

a. The WIC Program will permanently disqualify Vendor when convicted for:

(1) Trafficking in WIC FOOD BENEFITS (buying or selling WIC FOOD BENEFITS for cash).

(2) Selling firearms, ammunition, explosives, or controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802) in exchange for WIC FOOD BENEFITS.

The WIC Program will not impose a civil money penalty (CMP) in-lieu of permanent disqualification for conviction due to trafficking in WIC FOOD BENEFITS (buying or selling WIC FOOD BENEFITS for cash), or selling firearms, ammunition, explosives, or controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)) in exchange for WIC FOOD BENEFITS.

Vendor will not be entitled to receive any compensation for revenues lost as a result of the above violation.

b. The WIC Program will disqualify vendor for six (6) years for:

(1) One incidence of buying or selling WIC FOOD BENEFITS for cash (trafficking).

(2) One incidence of selling firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for WIC FOOD BENEFITS.

This is an administrative finding of a trafficking violation that has not resulted in a conviction for trafficking by a court of law.

c. The WIC Program will disqualify vendor for three (3) years for:

(1) One incidence of the sale of alcohol or alcoholic beverages or tobacco products in exchange for WIC FOOD BENEFITS.

(2) A pattern of claiming reimbursement for the sale of an amount of a specific supplemental food item which exceeds the store's documented inventory of that supplemental food item for a specific period of time.

(3) A pattern of vendor overcharges.

(4) A pattern of receiving, transacting and/or redeeming WIC FOOD BENEFITS outside of authorized channels, including the use of an unauthorized vendor and/or unauthorized person.

(5) A pattern of charging for supplemental food not received by the participant or parent/caretaker of infant or child participant.

(6) A pattern of providing credit or non-FOOD items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for WIC FOOD BENEFITS.

d. The WIC Program will disqualify Vendor for one (1) year for:

(1) A pattern of providing unauthorized FOOD items in exchange for WIC FOOD BENEFITS, including charging for supplemental FOOD provided in excess of those listed on the FOOD benefits.

e. Second mandatory sanction. When a Vendor, who previously has been assessed a sanction for any of the violations listed in Sections III.B.1.b. through III.B.1.d. above, receives another sanction for any of these violations, the WIC Program will double the second sanction.

Civil money penalties will only be doubled up to the limits allowed under Section III.B.1.j. of this agreement and under 7 CFR Part 246, §246.12(l).

f. Third or subsequent mandatory sanction. When a vendor who previously has been assessed two or more sanctions for any of the violations listed above, in Sections III.B.1.b. through III.B.1.d., receives another sanction for any of these violations, the WIC Program will double the third sanction and all subsequent sanctions. The WIC Program will not impose civil money penalties in lieu of disqualification for third or subsequent sanctions for violations listed in Section III.B.1.b. through III.B.1.d. of this agreement.

g. Disqualification based on a Supplemental Nutrition Assistance Program (SNAP) disqualification. A vendor who has been disqualified from the Supplemental Nutrition Assistance Program (SNAP) will be disqualified from the WIC Program. The disqualification will be for the same length of time as the Supplemental Nutrition Assistance Program (SNAP) disqualification, may begin at a later date than the Supplemental Nutrition Assistance Program (SNAP) disqualification, and is not subject to administrative or judicial review under the WIC Program.

h. Voluntary withdrawal or non-renewal of agreement. The WIC Program will not accept either a voluntary withdrawal of the vendor from the Program or the non-renewal of vendor agreement as an alternative to disqualification for the violations listed in mandatory vendor sanctions. When the WIC Program establishes that a vendor has committed a violation that warrants a mandatory sanction, the WIC Program will disqualify the vendor.

i. Participant access determinations. Prior to disqualifying a vendor for a Supplemental Nutrition Assistance Program (SNAP) disqualification according to Section IIIB.1g. or for any of the violations listed in Section IIIB.1b. through Section IIIB.1d. of this agreement, the WIC Program will determine if disqualification of the vendor would result in inadequate participant access to WIC authorized vendors. The WIC Program will make the participant access determination in accordance with the participant access criteria in Section IIIB.8 of this agreement.

If the WIC Program determines that disqualification of the vendor would result in inadequate participant access, the WIC Program will impose a civil money penalty in lieu of disqualification. However, the WIC Program will not impose a civil money penalty in lieu of disqualification for third or subsequent sanctions for violations in Section IIIB.1b. through Section IIIB.1d. of this agreement.

The WIC Program will include documentation of its participant access determination and any supporting documentation in the file of each vendor who is disqualified or receives a civil money penalty in lieu of disqualification.

j. Civil money penalty formula. The WIC Program may impose a civil money penalty (CMP) in lieu of disqualification for each violation subject to a mandatory sanction. The following formula will be used to calculate a civil money penalty imposed in lieu of disqualification/suspension.

◆ Step 1. Determine the vendor's average monthly redemptions for at least the 6-month period ending with the month immediately preceding the month during which the notice of adverse action is dated;

◆ Step 2. Multiply the average monthly redemptions figure by 10 percent (.10);

◆ Step 3. Multiply the product from step 2 above by the number of months for which the store would have been disqualified/suspended. This is the amount of the civil money penalty, provided that the civil money penalty shall not exceed the maximum amount specified in 7 CFR § 3.91(b)(3)(v) for each violation. For a violation that warrants permanent disqualification, the amount of the civil money penalty shall be the maximum amount currently specified in 7 CFR § 3.91(b)(3)(v) which is \$15,877.

When during the course of a single investigation, the WIC Program determines the vendor has committed multiple violations, the WIC Program will impose a CMP for each violation. The total amount of civil money penalties imposed for violations investigated as part of a single investigation may not exceed the maximum amount currently specified in 7 CFR § 3.91(b)(3)(v) which is \$63,509.

k. Notification to Supplemental Nutrition Assistance Program (SNAP) of USDA Food and Nutrition Service. The WIC Program will provide the Supplemental Nutrition Assistance Program (SNAP) of the USDA Food and Nutrition Service with a copy of the notice of adverse action and information on vendors the WIC Program has disqualified or imposed a civil money penalty in lieu of disqualification for any of the violations listed in Section III.B.1a. through III.B.1d. (under mandatory sanctions) of this agreement.

l. Multiple violations during a single investigation. When during the course of a single investigation the WIC Program determines a vendor has committed multiple violations (which

may include violations subject to State agency sanctions), the WIC Program will disqualify the vendor for the period corresponding to the most serious mandatory violation. The WIC Program will include all violations committed (under mandatory sanctions and State-agency established sanctions) in the notice of adverse action, and if the mandatory sanction addressed in the notice of adverse action is not upheld on appeal, the State agency may still impose the State agency-established sanction(s) for the State-agency violation(s) in the notice of adverse action.

2. The following State-agency established vendor sanctions will be imposed for the violations specified, pursuant to Federal regulations in §246.12(1). A pattern of the following violations will be documented before sanction, and a warning notice will be provided when the first occurrence of the violation has been documented, unless the State agency determines that notification would compromise the integrity of the State agency's investigation.

a. The WIC Program may issue a warning letter to the vendor for the violations below. When applicable, the WIC Program will demand correction by vendor within thirty (30) days of receipt of the warning notice.

(1) Failure to comply with the nondiscrimination provisions of USDA regulations and the requirements of Title VI of the Civil Rights Act of 1964, including provisions of the Americans with Disabilities Act of 1990 and its amendments.

(2) Not providing WIC participants or authorized parents/caretakers of infant and child participants the same courtesies offered to other customers.

(3) For identifying WIC participants or authorized parents/caretakers from other customers, establishing a separate checkout line for WIC participants, including the posting of signs in express lines, which indicate that WIC food instruments and cash value vouchers are not allowed to be negotiated.

(4) Refusal or failure (without just cause) to have one (1) store representative participate in training provided annually by the WIC Program.

(5) Not providing copies of the current Guam WIC Program Approved Foods list to the cashiers for reference at each check-out register.

(6) Failure to provide the WIC Program within the time period requested the vendor's current shelf prices of WIC approved supplemental foods using the food price list form provided by the Program.

(7) Failure to notify the WIC Program in writing of any permanent changes in the vendor's quarterly price list data within the time-period required, excluding promotional sales in WIC foods for a limited period.

(8) Not posting or marking shelf prices or having the prices labeled on all WIC approved foods in all categories in the store.

(9) Not posting at least one WIC sign (provided by the Guam WIC Program.) identifying themselves as a WIC vendor in a place conspicuously visible to the public at the vendor's place of business, or not attaching on the shelves channel strips or shelf-talkers provided by the WIC Program stating "WIC-approved" or "WIC-eligible" to properly identify authorized WIC foods.

(10) Failure to remove or selling to WIC participants supplemental food(s) that have exceeded the manufacturer's expiration date, "sell by," "best if used by," or some other date limiting the sale or use of the food item.

(11) Failure to maintain the store premises in good sanitary condition, grade "A" rating at all times.

(12) Failure to maintain mechanically refrigerated containers at a temperature of 45° Fahrenheit or below.

(13) Failure to notify the WIC Program by telephone and in writing (fax transmittal acceptable) of any change in the store's sanitary permit rating below a grade "A," by the next work day of the WIC Program following the date of the change in rating.

(14) Failure to maintain secure storage and immediately report the loss or damage of the WIC vendor identification stamp, including failure to return the vendor identification stamp to the WIC Program as required.

(15) Failure to provide the WIC Program each year (by July 31) a current business license and sanitary permit with the proper endorsements during the term of the agreement.

(16) Failure to maintain store operations at least 6 days per week, 9 hours per day including the hours of 9:00 a.m. to 6:00 p.m.

(17) Failure to accept negotiable WIC FOOD BENEFITS from participants or authorized parents/caretakers of infant and child participants when properly presented.

(18) Requiring a WIC participant or parent/caretaker of an infant or child participant to select a different type or brand of WIC foods when not specified in the WIC FOOD BENEFITS.

(19) Transacting and redeeming WIC FOOD BENEFITS signed by the WIC participant or authorized parent/caretaker of an infant or child participant before the check-out process or before the cashier enters the date of purchase and purchase price on the WIC FOOD BENEFITS. If the participant inadvertently pre-signs WIC FOOD BENEFITS, and the transaction is to be consummated, then the participant must produce a second valid photo identification.

(20) Failure to provide a cash register receipt to WIC participants or authorized parents/caretakers of infant and child participants for each WIC FOOD BENEFIT transaction.

(21) Any use of the acronym "WIC" or the WIC logo (also referred to as "service marks") including close facsimiles thereof, in total or in part, either in the official name in which the vendor is registered or in the name under which it does business if different. Such restriction of the acronym "WIC" or WIC logo also applies to advertisement or other promotional materials, and, on stickers, tags, and labels of WIC-approved products. However, the WIC acronym (NOT logo) may be used to advertise the store's acceptance of WIC FOOD BENEFITS with specific prior written approval from the Guam WIC Program.

(22) Failure to comply with Federal and State/local statutes, regulations, policies, and procedures governing the WIC Program or with any provisions in the vendor agreement.

(23) Failure to provide the WIC Program with the vendor's bank/ financial institution information, or to notify the WIC Program in writing of any changes in bank/financial institution information within the time period required.

(24) Not safeguarding WIC FOOD BENEFITS in the same manner as cash.

(25) Transacting and redeeming WIC FOOD BENEFITS

b. The WIC Program may suspend the vendor for one (1) to three (3) months for the following violations after a pattern or repetition of the following violations is documented:

(1) Repetition of a violation specified in one or more warning letters or failure to correct problems and/or violations specified in a warning letter within thirty (30) days of receipt of the letter:

(2) Failure to pay a claim assessed by the WIC Program within 30 days of receipt of such claims for vendor overcharges or other errors in WIC FOOD BENEFITS transacted and redeemed, including bank or financial institution fees.

(3) Using a vendor identification stamp that was not provided by the WIC Program, or reproducing the WIC vendor identification stamp.

(4) Charging sales tax on authorized supplemental foods obtained with WIC FOOD BENEFITS. (This does not apply to sales tax [which applies to non-WIC purchases of fruits and vegetables] charged to the portion of a CVV transaction paid with a participant's own funds.)

(5) If the vendor's sanitary permit is revoked or denied by the Division of Environmental Health of the Department of Public and Social Services at any time during the agreement period.

(6) Failure to inform the WIC Program of a felony conviction or civil judgment entered against any current owners, officers, or managers for an activity indicating a lack of business integrity.

(7) Failure to maintain and provide the WIC Program upon request invoices and receipts showing the source of infant formula purchases.

c. The WIC Program may suspend the vendor for four (4) to six (6) months for the following violations after a pattern or repetition of the following violations is documented or repetition of a violation specified in a prior notice of suspension of one (1) to three (3) months.

(1) Requiring a cash purchase to transact and redeem WIC FOOD BENEFITS.

(2) Altering information on WIC FOOD BENEFITS.

(3) Failure to purchase infant formula only from the sources on the Guam WIC Program's restricted list of infant formula distributors, and infant formula manufacturers registered with the U.S. Food and Drug Administration.

(4) Providing incentive items or other free merchandise to WIC participants as a vendor that has been determined to meet the criterion of an above-50-percent vendor, authorized only for adequate participant access to supplemental foods.

d. The WIC Program may suspend the vendor for 7 months to 11 months for the following violations after a pattern or repetition of the following violations is documented or Repetition of a violation specified in a prior notice of suspension of four (4) to six (6) months:

(1) Failure to allow access to the store for Federal and WIC Program representatives to review and monitor the vendor for compliance with program requirements, or non-cooperation during a monitoring visit by Federal and WIC Program representatives.

(2) Failure to maintain and retain for the required time period the store's inventory records used for Federal tax reporting purposes and other program-related records relevant to the performance of this agreement, and failure to make available and provide to representatives of the WIC Program, USDA, and the Comptroller General of the U.S. for inspection and audit all food instruments and cash value vouchers in the vendor's possession and all program-related records when requested.

(3) Charging participants or authorized parents/caretakers of infant and child participants for supplemental foods obtained with WIC FOOD BENEFITS, or contacting and seeking restitution from these individuals for WIC FOOD BENEFITS not paid or partially paid by the WIC Program.

(4) Transacting and redeeming WIC FOOD BENEFITS during the period of suspension.

(5) Providing false information regarding the WIC vendor's food prices.

e. The WIC Program may disqualify the vendor for one (1) year for the following violations:

(1) Failure to maintain and have readily available in the store the required minimum stock in variety and quantity of WIC authorized supplemental foods, as specified in the vendor agreement.

(2) Giving change (coins/currency) to a WIC participant or authorized parent/caretaker of an infant or child participant from a WIC FOOD BENEFITS transaction, or refunding cash for supplemental foods obtained with WIC FOOD BENEFITS.

(3) Failure to inform the WIC Program of an investigation of the vendor by the USDA Supplemental Nutrition Assistance Program (SNAP).

f. The WIC Program may impose a administrative fine in lieu of suspension/disqualification for any of the violations listed in Section IIIB.2b through IIIB.2e, under State-agency established sanctions of this agreement. However, the WIC Program will not impose a administrative fine in lieu of suspension for third and subsequent sanctions for violations in Sections IIIB.2b and IIIB.2c, or for second and subsequent sanctions for violations in Section IIIB.2d and IIIB.2e, of this agreement.

The CMP formula in Section IIIB.1j. will be used for computing administrative fines for State-agency vendor sanctions.

g. WIC Disqualification based on a Supplemental Nutrition Assistance Program (SNAP) civil money penalty for hardship. The WIC Program will disqualify a WIC vendor that has been assessed a civil money penalty in lieu of disqualification due to participant hardship in the Supplemental Nutrition Assistance Program (SNAP), as stipulated in Federal regulations, 7 CFR Part 278, §278.6. The length of such disqualification will correspond to the period for which the vendor would otherwise have been disqualified in the Supplemental Nutrition Assistance Program (SNAP). A vendor may request for an administrative review of a WIC disqualification based on a Supplemental Nutrition Assistance Program (SNAP) civil money penalty in lieu of disqualification due to participant hardship in the SNAP.

The WIC Program will provide the vendor a written warning of the initial occurrence of a violation that requires a pattern of occurrences before imposing a sanction unless the WIC Program determines that notifying the vendor would compromise an investigation.

3. Administrative Reviews. The WIC Program provides the vendor administrative reviews of sanctions imposed as set forth in the administrative review procedures and pursuant to Federal regulations, 7 CFR Part 246, §246.18.

4. Installment Plans for Civil Money Penalties (CMP) and Fines. The payment of civil money penalties and fines will be as follows.

◆ One lump sum payment which must be received by the WIC Program on or before the date the disqualification/suspension was to be effective; or

◆ By three (3) equal monthly installments with the first payment due on the date the disqualification/suspension was to be effective. The second payment shall be due within 30 days after the first installment due date, and the third (final) payment shall be due within 30 days after the second installment due date.

5. Failure to Pay a Civil Money Penalty or Fine. If a vendor does not pay, only partially pays, or fails to timely pay a fine or a civil money penalty assessed in lieu of disqualification/suspension, the WIC Program will disqualify/suspend the vendor for the length of the disqualification/suspension corresponding to the violation for which the civil money penalty/fine was assessed (for a period corresponding to the most serious violation in cases where a mandatory sanction included the imposition of multiple civil money penalties as a result of a single investigation).

In the case of a disqualification/suspension for non-payment, partial payment, or failure to timely pay a CMP/fine, the vendor will not be entitled to recoup any civil money penalties or fines remitted to that point.

6. Actions in Addition to Sanctions. The vendor may be subject to actions in addition to the sanctions in Sections III.B.1. and III.B.2. of this agreement, such as claims for improper or overcharged food instruments and cash value vouchers and the penalties set forth in Section III.D. in this agreement and Federal regulations, 7 CFR Part 246, §246.23, in the case of deliberate fraud.

7. Participant Access Determination Criteria. When making participant access determinations, the WIC Program will consider the availability of other authorized vendors in the same area as the violative vendor and any geographic barriers to using such vendors. The following is the Guam WIC Program's participant access determination criteria: (1) Does any participant or authorized parent/caretaker of an infant or child participant have to travel an amount greater than or equal to 15 miles to the next authorized vendor; and (2) Is there any permanent damage to a bridge or main road which prohibits participants or authorized parents/caretakers of infant or child participants from accessing the next WIC authorized vendor in the same region, and if so, is there an alternative road of travel existing on the island for participants to access the next WIC vendor in the same region. Both criteria must be answered in determining inadequate participant access. Further, in the second criteria, if the answer should be that "yes" an alternative road of travel exists to access the next WIC vendor, then inadequate participant access is not met.

8. Termination of Agreement. The WIC Program will terminate this vendor agreement when the vendor is disqualified.

C. ADMINISTRATIVE REVIEWS (APPEALS)

Pursuant to Federal regulations in 7 CFR Part 246, §246.18, a vendor is provided administrative reviews of sanctions imposed for program violations. The following are the adverse actions a vendor may appeal and those adverse actions that are not subject to administrative review.

(1) Adverse actions subject to full administrative reviews. The vendor will be provided full administrative review for appeal for the following adverse actions taken against the vendor: (a) Denial of authorization based on the vendor selection criteria for competitive price or for minimum variety and quantity of authorized supplemental foods, or on a determination that the vendor is attempting to circumvent a sanction; (b) Termination of an agreement for cause; (c) Disqualification/Suspension; (d) Imposition of a fine or civil money penalty in lieu of Disqualification; and (e) Denial or termination of authorization due to State determination that vendor is likely to be an above-50-percent vendor.

(2) Adverse actions subject to abbreviated administrative reviews. The vendor will be provided abbreviated administrative review for appeal for the following adverse actions taken against the vendor: (a) Denial of authorization based on the vendor selection criteria for business integrity or for a current Supplemental Nutrition Assistance Program (SNAP) disqualification or civil money penalty for hardship; (b) Denial of authorization based on a State agency-established vendor selection criterion if the basis of the denial is a WIC vendor sanction or a Supplemental Nutrition Assistance Program (SNAP) withdrawal of authorization or disqualification; (c) Denial of authorization based on the State agency's vendor limiting criteria; (d) Denial of authorization because a vendor submitted its application outside the time-frames during which applications are being accepted and processed as established by the State agency; (e) Termination of an agreement because of a change in ownership or location or cessation of operations; (f) Disqualification based on a trafficking conviction; (g) Disqualification based on the imposition of a Supplemental Nutrition Assistance Program (SNAP) civil money penalty for hardship; (h) Disqualification or a civil money penalty imposed in lieu of disqualification based on a mandatory sanction imposed by another WIC State agency; and (i) imposition of a civil money penalty in lieu of disqualification for Supplemental Nutrition Assistance Program (SNAP) disqualification.

(3) Adverse actions not subject to administrative review. The vendor will not be provided administrative review for appeal for the following adverse actions taken against the vendor: (a) The validity or appropriateness of the State agency's vendor limiting or selection criteria; (b) The validity or appropriateness of the State agency's vendor peer group criteria and the criteria used to identify vendors that are above-50-percent vendors or comparable to above-50-percent vendors; (c) The validity or appropriateness of the State agency's participant access criteria and the State agency's participant access determinations; (d) The State agency's determination whether a 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; (e) Denial of authorization if the State agency's vendor authorization is subject to the procurement procedures applicable to the State agency; (f) The expiration of a vendor's agreement; (g) Disputes regarding WIC FOOD BENEFITS payments and vendor claims (other than the opportunity to justify or correct a vendor overcharge or other error); (h) Disqualification of a vendor as a result of disqualification from the Supplemental Nutrition Assistance Program (SNAP); (i) The validity or appropriateness of the State's prohibition of incentive items and the State's denial of an above-50% vendor's request to provide an incentive item to customers pursuant to 246.12(h)(8); (j) The State agency's determination to include or exclude an infant formula manufacturer, wholesaler, distributor, or retailer from the list required pursuant to subsection ((246.12(g)(11))); and (k) The State agency's determination whether to notify a vendor in writing when an investigation reveals an initial violation for which a pattern of violations must be established in order to impose a sanction pursuant to subsection 246.12(1)(3).

Effective Date of Adverse Actions. The WIC Program will make denials of authorization and permanent disqualification action based on a vendor's conviction for trafficking in WIC FOOD BENEFITS or selling firearms, ammunition, explosives, or controlled substances in exchange for WIC FOOD BENEFITS effective on the date of receipt of the notice of adverse action. All other adverse actions will be made effective no earlier than fifteen (15) days from the date of receipt of the notice of the adverse action and no later than 90 days from the date of receipt of the notice of adverse action. In the case of an adverse action that is subject to administrative review, the effective date will be no later than the date the vendor receives the review decision.

Administrative Review Procedures. A copy of the WIC Program's administrative review procedures is available upon request by the WIC vendor. In addition, the applicable review procedures will be provided along with an adverse action subject to administrative review.

D. CRIMINAL PENALTIES

A vendor who commits fraud or abuse in the WIC Program is liable to prosecution under applicable Federal, State or local laws. Those who have willfully misapplied, stolen, or fraudulently obtained program funds will be subject to a fine of not more than \$25,000 or imprisonment for not more than five (5) years or both, if the value of the funds is \$100 or more. If the value is less than \$100, the penalties are a fine of not more than \$1,000 or imprisonment for not more than one (1) year or both.

E. TERMINATION

The WIC Program will terminate this agreement for the following: (a) If the WIC Program determines that the vendor has provided false information in connection with its application for authorization; (b) Instances of any change in vendor ownership, store location, or cessation of operations; (c) If the WIC Program identifies a conflict of interest between the vendor and the Program as defined by applicable State/local laws, regulations, and policies; (d) If the vendor fails to meet the current vendor selection criteria; (e) When the vendor is disqualified; (f) When the vendor fails to provide required documentation of the vendor's total annual food sales

(Supplemental Nutrition Assistance Program (SNAP) eligible food sales) amount; (g) For providing false information regarding the store's annual food sales amount as required; (h) For the vendor's failure to remain price competitive even if actual payments to the vendor are within the maximum reimbursement amount.

This agreement may be terminated for cause by either the WIC Program or the vendor after providing advance written notice of a period of not less than 15 calendar days of such termination to the other party, or may be terminated without cause after providing advance written notice of a period of not less than 30 calendar days of such termination to the other party.

F. UNAUTHORIZED USE OF WIC LOGO AND/OR WIC ACRONYM

The United States Department of Agriculture has registered and trademarked the acronym "WIC" and the WIC logo, (referred to as "service marks" and use of them including close facsimiles thereof, in total or in part, is reserved for the official use of the WIC Program.

The WIC food vendor is not permitted to use either the acronym "WIC" or the WIC logo including close facsimiles thereof, in total or in part, either in the official name in which the vendor is registered or in the name under which it does business if different. Further, a vendor is not permitted to use the WIC logo in advertisement or other promotional materials. The WIC acronym may be used in advertising to indicate its acceptance of WIC benefits with prior specific written authorization from the Guam WIC Program, but the vendor is not permitted to use the service marks on stickers, tags, and labels of WIC-approved products.

The Guam WIC Program requires all authorized WIC vendors to post in the store, in a place conspicuously visible to the public, at least one WIC sign provided by the WIC Program that identifies the store as an authorized WIC food vendor. The vendor will also attach on the shelves channel strips or shelf-talkers provided by the WIC Program stating "WIC-approved" or "WIC-eligible" to identify authorized WIC foods. Vendors may only use those signs and shelf-talkers provided by the Guam WIC Program.

Any person who uses the acronym "WIC" or the WIC logo in an unauthorized manner, including close facsimiles thereof, in total or in part, may be subject to injunction and the payment of damages.

G. TERM

This vendor participation agreement is for a term of three fiscal years or portions thereof, effective on the date the Governor of Guam last signs the agreement, or October 1, 2021, whichever is later, through September 30, 2024.

H. CONTINGENCY

This agreement is contingent upon the continued operation of the WIC Program by the State agency and the availability of federal funds. In the event of discontinuance of the WIC Program by the State agency or the unavailability of federal funds, State agency shall promptly notify vendor of the same in writing, and vendor shall, if so directed, immediately cease accepting WIC WIC FOOD BENEFITS. The State agency shall not be liable for any WIC FOOD BENEFITS accepted by vendor following such notice by the State agency.

I. WHOLE AGREEMENT

This agreement constitutes the whole agreement of the parties, superseding and replacing any and all previous communications, representations or agreements, whether oral or written, by and between the parties, except that all applicable federal laws pertaining to the WIC Program shall be considered a part of this agreement.

J. CHANGES

Any modifications to this agreement must be in writing and signed by the parties and shall be effective only upon the signature of the Governor of Guam.

K. SEVERABLE PROVISIONS

If any provision of this agreement is deemed invalid by a court of law, then such provision shall be stricken from this agreement, and the agreement shall be enforced according to its valid remaining terms.

L. GOVERNING LAW

The validity of this agreement shall be determined according to Guam law, to the extent that it is not inconsistent with applicable Federal laws.

Covenant Against Contingent Fees

Vendor represents and warrants that no person or entity has been employed or retained to solicit or secure this vendor participation agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this representation and warranty, the WIC Program shall have the right to annul this vendor participation agreement without liability or, in its discretion, to offset against amounts it owes vendor under this vendor participation agreement or otherwise recover from vendor the full amount of such commission, percentage, brokerage, or contingent fee, and to seek any other legal remedies available to it as a result of such breach.

Suspension and Debarment

Vendor represents that neither it nor any of its principals has been debarred, suspended or determined ineligible to participate in federal assistance awards or contracts as defined in

regulations implementing Office of Management and Budget Guidelines on Government wide Debarment and Suspension (Nonprocurement) in Executive Order 12549. Vendor further agrees that it will notify the WIC Program immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

Prohibition Against Employment of Sex Offenders

Vendor warrants that no person providing services on behalf of the vendor who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28 Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry shall work for his employer on the property of the government of Guam other than a public highway; and that if any person providing services on behalf of the vendor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense that as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, the employee will be immediately removed from working on the property of the government of Guam and that the WIC Program be informed of such within twenty-four (24) hours of such conviction. Vendor, after notice from the WIC Program of a violation of this provision, shall, within twenty-four (24) hours, take corrective action and shall report such action to the WIC Program. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the WIC Program.

Program Fraud and False or Fraudulent Statements or Related Acts

Vendor acknowledges that under Guam law, 5 G.C.A. Chapter 37 False Claims and Whistleblower Act applies to vendor's actions pertaining to this vendor participation agreement. P.L. 116-34 Chapter III Section 20 (lapsed into law 8-24-18); codified at 5 G.C.A. Chapter 37.

M. DEFINITIONS (7CFR 246.2)

Cash Value Voucher (CVV) means a fixed-dollar amount check, voucher, electronic benefit transfer (EBT) card or other document which is used by a participant to obtain authorized fruits and vegetables.

Compliance Buy means a covert, on-site investigation in which a representative of the Program poses as a participant, parent or caretaker of an infant or child participant, or proxy, transacts one or more food instruments (FIs) and cash value vouchers or CVVs, and does not reveal during the visit that he or she is a program representative.

Electronic Benefits Transfer (EBT) - means a method that permits electronic access to WIC PAPER benefits using a card or other access device approved by the Secretary (Dept. of Agriculture).

eWIC – Refers to Electronic Benefits Transfer (EBT) of WIC food benefits (including cash value benefits) that are loaded onto an Electronic Benefit card.

EBT Capable - shall mean the WIC vendor demonstrates that their cash register system or payment device can accurately and securely obtain WIC PAPER balances associated with an EBT card, maintain the necessary files such as the authorized product list, hot card file and claim file and successfully complete WIC EBT purchases.

Farmer means an individual authorized by the State agency to sell eligible fruits and vegetables to participants at a farmers' market or roadside stands. Individuals who exclusively sell produce grown by someone else, such as wholesale distributors, cannot be authorized.

Food instruments and cash value vouchers means a voucher, check, electronic benefits transfer card (BET), coupon or other document which is used by a participant to obtain supplemental foods.

Employee Fraud and Abuse means the intentional conduct of a State, local agency or clinic employee which violates program regulations, policies, or procedures, including, but not limited to, misappropriating or altering FIs or CVVs, entering false or misleading information in case records, or creating case records for fictitious participants.

Participants means pregnant women, breastfeeding women, postpartum women, infants and children who are receiving supplemental foods or FIs or CVVs under the program, and the breastfed infants of participant breastfeeding women.

Participant Violation means any intentional action of a participant, parent or caretaker of an infant or child participant, or proxy that violates Federal or State statutes, regulations, policies, or procedures governing the Program. Participant violations include intentionally making false or misleading statements or intentionally misrepresenting, concealing, or withholding facts to obtain benefits; exchanging CVVs, FIs or supplemental foods for cash, credit, non-food items, or unauthorized food items, including supplemental foods in excess of those listed on the participant's FI; threatening to harm or physically harming clinic, **farmer** or vendor staff; and dual participation.

“Pattern” is defined as 2 occurrences of the same violation within a 12-month period.


Proxy means any person designated by a woman participant, or by a parent or caretaker of an infant or child participant, to obtain and transact FIs or CVVs or to obtain supplemental foods on behalf of a participant. The proxy must be designated consistent with the State agency's procedures established pursuant to § 246.12(r)(1). Parents or caretakers applying on behalf of child and infant participants are not proxies.

“Food instruments and cash value vouchers” is hereby replaced with **“WIC PAPER BENEFITS”** and with the following definition:

WIC FOOD BENEFITS - means a voucher, check, electronic benefits transfer card (EBT), coupon or other document which is used by a participant to obtain supplemental foods.

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21-0481 

IN WITNESS WHEREOF, the parties sign below:

VENDOR CERTIFIES THAT THE PERSON
SIGNING THIS AGREEMENT HAS THE
LEGAL AUTHORITY TO BIND VENDOR.

GOVERNMENT OF GUAM



SANG H. MOON
Owner, SJ Market



ARTHUR U. SAN AGUSTIN, MHR
Director, Department of Public Health and
Social Services

Date: 7/26/2021

Date: AUG 04 2021

CERTIFIED FUNDS AVAILABLE:

Not applicable

TOMMY C. TAITAGUE
Administrative Services Officer
Department of Public Health and Social
Services

Date: Not applicable

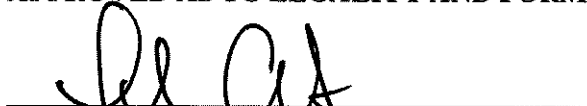
APPROVED:

Not applicable

LESTER L. CARLSON, JR.
Director, Bureau of Budget and
Management Research

Date: _____

APPROVED AS TO LEGALITY AND FORM:

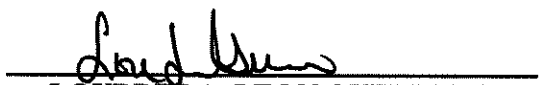


LEEVIN TAITANO CAMACHO
Attorney General of Guam
Office of the Attorney General

Date: 8/16/21

DPHSS 21-0481

APPROVED:



LOURDES A. LEON GUERRERO
Governor of Guam

Date: 8/21/2021

RECEIVED
08-10-21
OFFICE OF THE ATTORNEY GENERAL
SOLICITORS DIVISION 

CDM 7-31-21

VENDOR PARTICIPATION AGREEMENT
Between
GUAM SPECIAL SUPPLEMENTAL NUTRITION PROGRAM
FOR WOMEN, INFANTS AND CHILDREN (WIC Program)
of the Department of Public Health and Social Services
and
Pay-Less Markets, Inc., dba: Pay-Less Sumay

This vendor participation agreement is made and entered by and between the Guam Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program) of the Department of Public Health and Social Services (DPHSS), government of Guam (herein referred to as State agency), *and Pay-Less Markets, Inc., dba: Pay-Less Sumay* (herein referred to as Vendor), for the provision of supplemental foods to participants or authorized parents/caretakers of infant and child participants in the WIC Program.

WHEREAS, State agency has entered into a written agreement with the Food and Nutrition Service of the U.S. Department of Agriculture (USDA) for administering within the island of Guam the Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program) authorized by Section 17 of the Child Nutrition Act of 1966, as amended. The purpose of the WIC Program is to provide at no cost supplemental foods and nutrition education to low-income pregnant, postpartum, and breastfeeding women, infants and children who satisfy eligibility requirements of the program; and

WHEREAS, State agency is responsible for the design, management, and accountability of the food delivery system under its jurisdiction in accordance with Federal regulations in 7 CFR Part 246, and any amendments thereto. The State agency operates a retail food delivery system in which participants or authorized parents/caretakers of infant and child participants obtain authorized supplemental foods by submitting WIC FOOD BENEFITS to an authorized vendor;

WHEREAS, State agency desires to enter into agreements with retail stores meeting criteria specified by the State agency in order to allow WIC participants or authorized parents/caretakers of infant and child participants to obtain authorized supplemental foods; and

WHEREAS, Vendor desires to become an authorized WIC vendor for the provision of supplemental foods to WIC participants and has applied and has been selected; and

NOW, THEREFORE, State agency and vendor hereby agree that vendor shall become an authorized WIC vendor subject to applicable laws and the terms and conditions stated herein below.

SECTION I. VENDOR AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

A. WITH REGARD TO THE WIC PROGRAM GENERALLY, VENDOR AGREES:

1. To comply with this vendor agreement and the below Federal and State statutes, regulations, policies, and procedures governing the WIC Program, including any changes made during the agreement period.

- 7CFR Part 246 at <https://www.fns.usda.gov/part-246>; <https://www.ecfr.gov> (Title 7, 246);

- WIC Electronic Benefit Transfer provisions - <https://www.federalregister.gov>;
<https://www.ecfr.gov> (Title 7, Subtitle B, Chapter II, Subchapter A, Part 246);

- 7 CFR., Part 246, the FNS Operating Rules for Women, Infants and Children Electronic Benefits Transfer, dated September 2014 at <https://www.fns.usda.gov/wic/wic-ebt-operating-rules-technical-implementation-guide>; <https://www.ecfr.gov> (Title 7, Subtitle B, Chapter II, Subchapter A, Part 246);

- Federal Civil Penalties Inflation Adjustment Improvements Acts of 2015 at 7 CFR 3.91(b)(3)(v) and 7 CFR 246.12(l)(1)(x); WIC Policy Memorandum: #2021-2 (WIC Civil Monetary Penalty (CMP) Inflation Adjustment for 2020); <https://www.ecfr.gov> (Title 15, Subtitle A, Part 6 and Title 7, Subtitle B, Chapter II, Subchapter A, Part 246).

**** USDA FNS WIC for purposes of guidance and clarity only, has provided a USDA Food and Nutrition Service Vendor Management and Food Delivery Handbook-
<https://www.fns.usda.gov/wic/vendor-management-and-food-delivery-handbook>. This is not part of the terms and conditions of this vendor participation agreement however it is a useful reference tool for both the WIC Program and vendor as to the above statutory and regulatory requirements.

2. To comply with the nondiscrimination provisions of U.S. Department of Agriculture regulations (7 CFR Parts 15, 15a and 15b) and the requirements of Title VI of the Civil Rights Act of 1964, including provisions of the Americans with Disabilities Act of 1990 and its amendments. The vendor must ensure that no person on the grounds of race, color, national origin, age, sex or disability is denied access or service to vendors' place of business or be otherwise subjected to discrimination.

3. To comply with the current vendor selection and authorization criteria, including any changes to the criteria, throughout the agreement period. A copy of the criteria is available in the vendor application packet issued during the open enrollment period for vendor applications, handouts at interactive vendor training sessions, or in the State Plan of the Guam WIC Program.

4. To offer program participants and authorized parents/caretakers of infant or child participants the same courtesies offered to other customers.

5. Not to identify WIC participants or authorized parents/caretakers of infant or child participants from other customers, not to establish a separate checkout line for WIC participants, and not to post signs in express lines which indicate that WIC FOOD BENEFITS are not allowed

6. To permit WIC participants or authorized parents/caretakers of infant and child participants to obtain supplemental foods with WIC FOOD BENEFITS without making other cash purchases.

7. To ensure at least one representative of the vendor participates in training provided annually by the WIC Program in a variety of formats including newsletters, videos, or interactive training.

8. To inform and train cashiers and other appropriate vendor employees regarding WIC authorized supplemental foods and Program requirements and procedures; and to provide copies of the current Guam WIC Program Approved Foods list to the cashiers for reference at each checkout register.

9. To be accountable for the actions of its owners, officers, managers, agents, and employees who commit vendor violations.

10. To maintain business integrity and ensure current owners, officers, or managers have no felony convictions or civil judgments entered against them for any activity indicating a lack of business integrity. Activities indicating a lack of business integrity include, but are not limited to: fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, and obstruction of justice. The vendor must inform the WIC Program immediately if such instance occurs.

11. To inform the WIC Program if the vendor is under investigation by the USDA Supplemental Nutrition Assistance Program (SNAP).

12. To allow reasonable access to the establishment for Federal and WIC Program representatives to review and monitor the vendor for compliance with program requirements, and to cooperate with Federal and WIC Program representatives during a monitoring visit.

13. To take necessary remedial action within the established timeframe on any problem(s) noted during an on-site routine monitoring visit by the WIC Program.

14. To maintain and retain, for a period of not less than three (3) years, inventory records used for Federal tax reporting purposes and other records including invoices of WIC and non-WIC foods, purchase records, shelf price records, and gross sales receipts. Upon request, the vendor must make readily available and provide to representatives of the WIC Program, the U.S. Department of Agriculture, and the Comptroller General of the United States, at any reasonable time and place for inspection and audit, all WIC FOOD BENEFITS in the vendor's possession and all program-related records relevant to the performance of this agreement. In addition, the vendor must maintain and provide the Guam WIC Program upon request acceptable documentation of annual total food sales revenue (Supplemental Nutrition Assistance Program (SNAP) eligible food sales), as well as invoices and receipts showing the source of infant formula purchases.

15. To notify the WIC Program of any change in vendor ownership, store location, or cessation of operations. This vendor agreement will be terminated in such instances. The notification must be in writing and provided not less than 30 calendar days in advance of the effective date of the change in ownership or cessation of operation. A change in business structure constitutes a change in ownership, and when the vendor's operation moves one (1) mile or more, it constitutes a change in store location.

16. To provide the WIC Program with the vendor's bank/financial institution information for WIC food instrument and cash value voucher processing and redemption including, but not limited to: the name, branch, and account number. The vendor shall notify the WIC Program in writing of any changes in the bank/financial institution information not less than 30 calendar days before the change takes place.
17. To accept full responsibility for any fees charged by the vendor's financial institution and the WIC Program's financial institution due to nonpayment and return of improperly transacted WIC FOOD BENEFITS that exceed the price limitation applicable to the vendor.
18. To pay any claim assessed by the WIC Program within 30 days of receipt of such claims for any vendor overcharges or other errors in food instruments or cash value vouchers transacted and redeemed.
19. Not to charge participants or authorized parents/caretakers of infant and child participants for authorized supplemental foods obtained with WIC FOOD BENEFITS. In addition, the vendor may not contact and seek restitution from these individuals for WIC FOOD BENEFITS not paid or partially paid by the WIC Program.
20. In addition to claims collection, the vendor may be sanctioned for program violations in accordance with Federal regulations, 7 CFR Part 246, §246.12, and the vendor sanction schedule in this agreement.
21. To have no obligation and no entitlement to renew this agreement at the time of expiration or termination.
22. To reapply for authorization during the open enrollment period for vendor applications, if the vendor wishes to be authorized beyond the period of its current agreement. Information in the vendor application must be true and complete. This vendor agreement does not constitute a license or a property interest. If the vendor is disqualified, the WIC Program will terminate this agreement, and the vendor will have to reapply, during the open enrollment period, in order to be authorized after the disqualification period is over. In all cases, the vendor's new application is subject to the vendor selection criteria and any vendor limiting criteria in effect at the time of reapplication.
23. To provide the WIC Program with the current shelf prices of WIC approved supplemental foods by accurately completing the program's food price list form at the time of initial application, reapplication, semi-annually, or upon request (submit by the date specified by the WIC Program).
24. To notify the WIC Program in writing (acceptable by fax transmittal with vendor representative's signature) of any permanent changes in the vendor's semi-annual food price list, specifically, any additions, deletions, or price changes in WIC foods. Notification must be made within ten (10) calendar days prior to the effective date of the change. Notification is not required of promotional sales in WIC foods for a limited time period.
25. To display the shelf price of authorized supplemental foods either on the items, on the shelves in proximity to the foods, or in the immediate area where the foods are kept (customer area of the store). The

vendor must prominently display the shelf price of supplemental foods in clear view of customers and in a way that clearly identifies the price with the specific food item.

26. To post in the store, in a place conspicuously visible to the public, at least one WIC sign provided by the WIC Program that identifies the store as an authorized WIC food vendor. The vendor will also attach on the shelves channel strips or shelf-talkers provided by the WIC Program stating "WIC-approved" or "WIC-eligible" to identify authorized WIC foods. Vendors may only post WIC signs and WIC shelf-talkers provided by the Guam WIC Program.

27. To remove and not sell to WIC participants authorized supplemental foods that have exceeded the manufacturer's expiration date, "sell by," "best if used by," or some other date limiting the sale or use of the food item.

28. To maintain the store premises in good sanitary condition, grade "A" rating at all times.

29. To maintain mechanically refrigerated containers at a temperature of 45° Fahrenheit or below. (Mechanical refrigeration is required.)

30. To notify the WIC Program by telephone and in writing (acceptable by fax transmittal) when the store's sanitary inspection rating is below a grade "A." The vendor must notify the WIC Program no later than the next work day of the WIC Program following the date of the change in rating.

31. To provide translation of all WIC materials if the vendor and its staff are not fluent in English. The vendor must provide a translator for on-site monitoring visits and vendor training sessions conducted by the WIC Program to ensure that vendor's employees understand WIC regulations, policies, and procedures.

32. To provide the WIC Program each year (by July 31) the current business license and sanitary permit with the proper endorsements during the term of this agreement.

33. To maintain store hours of operation at least 6 days per week, 9 hours per day including the hours of 9:00 a.m. to 6:00 p.m.

34. Not to permit any person or persons employed by or associated with the WIC Program to acquire or retain any interest in or relationship with the vendor which might lead to a conflict of interest as defined by applicable State/local laws, regulations and policies. Conflict of interest between the vendor and the WIC Program is prohibited.

35. To provide authorized supplemental foods to participants and authorized parents/caretakers of infant and child participants at the following fixed, permanent location only: **Guam WIC Authorized Vendor**. No other entry.

36. When requested by the WIC Program, on a case by case basis, the vendor may provide special-order infant formula or other medically prescribed foods to certain participants or authorized

parents/caretakers of infant or child participants in addition to the minimum variety and quantity of authorized WIC supplemental foods in this agreement.

37. During times of natural disasters or emergency circumstances, vendor may be required to provide certain WIC supplemental foods in smaller sizes and ready to use form. The WIC Program will inform the vendor on the sizes and forms of the specific WIC supplemental foods required in such circumstances.

38. To purchase infant formula only from the sources on the Guam WIC Program's restricted list of infant formula distributors licensed under Guam law/regulation, and infant formula manufacturers registered with the U.S. Food and Drug Administration. The list of authorized sources includes an infant formula distributor licensed and listed in the California WIC Program's infant formula authorized sources. This applies to primary contract brand and non-contract brand infant formula approved by the Guam WIC Program.

39. The Guam WIC Program wholly disallows (WIC) vendors (regular or above 50 percent) from offering incentive items solely to WIC participants. Section 246.12 (h) (3) (iii) of the Federal WIC regulations requires vendors to offer Program participants the same courtesies that are offered to non-WIC customers. Therefore, a WIC-authorized vendor may not treat WIC customers differently by offering incentive items that are not offered to non-WIC customers. Incentive items include, but are not limited to, cash prizes, lottery tickets, transportation, sales/specials (e.g., buy one-get-one free, free additional ounces, etc.) and other free food or merchandise. Anything made available in a public area as a complimentary gift which may be consumed or taken without charge is a prohibited incentive item ((246.12(g)(3)(iv)(B)(4)). Minimal customary courtesies of the retail food trade, such as bagging supplemental food for the participant and assisting the participant with loading the supplemental food into his/her automobile are exceptions.

40. To maintain and stock the required minimum variety and quantity of WIC supplemental foods, on the shelves at all times in the shopping areas of the store for WIC participants and authorized parents/caretakers of infant and child participants to obtain, as follows:

(Remainder of page intentionally left blank. GUAM WIC Minimum Variety and Quantity Requirements (and Exclusions) of WIC Authorized Foods follows on next page).

GUAM WIC Minimum Variety and Quantity Requirements (and Exclusions) of WIC Authorized Foods			
Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements	Exclusions
<p><u>MILK</u></p> <p><u>FLUID MILK</u> (Chilled or Shelf Stable)</p> <ul style="list-style-type: none"> * DEVONDALE (Whole, 1% (Low Fat) or non-fat) <ul style="list-style-type: none"> - Gallon - shelf stable - Quart - shelf stable * FOREMOST (Whole, 1% (Low Fat), or non-fat) <ul style="list-style-type: none"> - Quart - shelf stable - Gallon - shelf stable * DARIGOLD (Whole, 1% (Low Fat), or non-fat) <ul style="list-style-type: none"> - 1/2 gallon - chilled * CALIFORNIA SUNSHINE (Whole, 1% (Low Fat) or non-fat) - 1/2 gallon - chilled * REAL FRESH (Whole, or 1% (Low at) <ul style="list-style-type: none"> - Quart - shelf stable - 8 fl. oz. (Only if specified on WIC food benefits) * HERSHEY'S (Whole, 1% (Low Fat), or non-fat) <ul style="list-style-type: none"> - Quart - shelf stable - Gallon - shelf stable * ANCHOR (Whole or non-fat) <ul style="list-style-type: none"> - Gallon - shelf stable - Quart - shelf stable * DARIGOLD Lactose free or LACTAID (Reduced lactose milk, whole, 1% (Low Fat) or 	<p>Fluid (Chilled or shelf stable) milk must be available</p>	<p><u>FLUID MILK</u></p> <p>1. <u>Chilled Milk</u></p> <ul style="list-style-type: none"> - Total of seven (7) gallons of whole, 1% Low Fat or non-fat chilled or UHT milk; and a Total of twelve (12) half-gallons Whole (4), 1% Low Fat (4), or non-fat (4) chilled milk. <p>2. <u>Shelf Stable Milk</u></p> <ul style="list-style-type: none"> - Total of thirty-six (36) quarts of whole (12), 1% Low Fat (12), or non-fat (12) shelf stable milk 	<ul style="list-style-type: none"> - Non-approved brands - Flavored milk - Filled milk - Pint size - Raw (unpasteurized) Milk - Non-dairy substitutes - Sweetened condensed milk - Buttermilk - Goat's milk - Organic milk - Evaporated milk - Whole milk only for children 12 to 23 months - 8 fl. oz. - shelf stable (Only if specified on WIC food benefits) - 1% (Low Fat), or non-fat milk only for women and children 24 months and up <p>Note: Skim Milk is the same as non-fat milk; 2 % Milk only allowed if specified on WIC food benefits</p>

<p>non-fat). (Only if specified on WIC food benefits) - ½ gallon – chilled</p>			
<p><u>MILK (Cont'd)</u> * <u>DRY POWDERED MILK</u> - Nestle Carnation - Dry powdered milk (9.6 oz); - Goat's milk – whole milk, 12 oz.; * Only if specified on WIC food benefits;</p>	<p>None.</p>	<p>None.</p>	<p>None.</p>
<p>* <u>EVAPORATED MILK (12 oz. can)</u> - Nestle Carnation - Western Family _ - Essential Everyday - Goat's milk – whole milk, 12 oz.; * Only if specified on WIC food benefits</p>	<p>No condensed milk.</p>	<p>None.</p>	<p>None.</p>
<p><u>TOFU</u> - 16 oz. block; - water packed; - Any texture (soft, medium firm, firm, or extra firm); - Calcium-set only; - SunSoy (firm); - Azumaya (firm and extra firm);</p>	<p>Magnesium set tofu.</p>	<p>A total of 2 lbs.</p>	<p>None.</p>
<p><u>CHEESE</u> - 16 oz. block or 8 oz. blocks (only if specified on WIC food benefits) - Any brand of the following: - Cheddar - Mozzarella</p>	<p>At least two (2) varieties must be available</p>	<p>Total of 10 pounds of regular cheese (block)</p>	<p>- Cheese food - Cheese spread - Cream cheese or Parmesan cheese - Pasteurized process cheese - Deli purchases</p>

<ul style="list-style-type: none"> - Monterey Jack - Colby - Colby Jack - Swiss - Cheese blends of the above are also approved - Mozzarella string style (only 16 oz. package) 			<ul style="list-style-type: none"> - Extra Sharp (Cheddar) cheese - Organic cheese - Diced, grated, sliced, or shredded cheese - Cheese with added hot peppers or spices
<p><u>EGGS</u></p> <ul style="list-style-type: none"> - U.S. grade A or AA - Any brand - One (1) dozen white or brown eggs - Small, medium, or large size 	<ul style="list-style-type: none"> - Small, medium, or large size 	<p>Four (4) dozens</p>	<ul style="list-style-type: none"> - Extra-large or jumbo size - Powdered or liquid eggs - Egg substitutes - Specialty eggs such as organic, etc.
<p><u>YOGURT</u></p> <ul style="list-style-type: none"> - 32 oz. (Plain Quart size only) - Only if specified on WIC food benefits <p>Any of the following brands:</p> <ul style="list-style-type: none"> - Brown Cow - Mountain High - Nancy's - Western Family - Stony Field - Essential Everyday - Chobani (Plain Non-Fat Greek) 	<ul style="list-style-type: none"> - Yogurt must be available. 	<p>Total of three (3) quarts of yogurt.</p>	<ul style="list-style-type: none"> - Flavored not allowed - Only 1% (Low Fat) or non-fat yogurt allowed for children over 2 years of age and women - Only whole fat yogurt allowed for children less than 2 years of age - No other ingredients i.e. granola, honey, or fruit - Only if specified on WIC food benefits

GUAM WIC Minimum Variety and Quantity Requirements (and Exclusions) of WIC Authorized Foods		
Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements
		<p>Exclusions</p>

<p><u>JUICE</u></p> <p>1. <u>Frozen Juice</u></p> <ul style="list-style-type: none"> * 100% Juice, greater than or equal to 120% Vitamin C. No minimum Vitamin C requirement on citrus juices (i.e. orange and grapefruit juices); * Added calcium & Vitamin D allowed * 11.5 to 16 fl. oz. concentrate - Apple juice (Seneca Red, Springfield, Western Family, IGA, Treetop, Old Orchard) - Grape juice (Welch's, Western Family, Old Orchard) — - Pineapple juice (Dole) - Orange juice (any brand) - Grapefruit juice (any brand) <p>2. <u>Shelf Stable</u></p> <ul style="list-style-type: none"> * 100% Juice, greater than or equal to 120% Vitamin C. No minimum Vitamin C requirement on citrus juices (i.e. orange and grapefruit juices); * Added calcium & Vitamin D allowed * 64 and 46 fl. oz. container - Apple juice (W/F, Langers, Motts, Treetop, IGA, Hansen's, Seneca Red, Ruby Kist, Juicy Juice (Nestle), Springfield) - Grape juice (Welch's (concord grapes), 	<p>1. <u>Frozen Juice</u></p> <ul style="list-style-type: none"> - At least two (2) varieties must be available. Orange Juice must be available; <p>2. <u>Shelf Stable</u></p> <ul style="list-style-type: none"> - At least three (3) varieties must be available. Orange Juice must be available. 	<p>1. <u>Frozen Juice</u></p> <ul style="list-style-type: none"> - Total of twelve (12) containers. At least four (4) must be Orange Juice. <p>2. <u>Shelf Stable</u></p> <ul style="list-style-type: none"> - Total of twelve (12) containers. At least four (4) must be Orange Juice. 	<p>1. <u>Frozen Juice</u></p> <ul style="list-style-type: none"> - Fruit Punch - Juice drinks - Mixed juices unless noted - Other brands unless approved by the Guam WIC Program - Juice items that do not state "100 % Juice & 120% Vitamin C" - Organic juice - Sugar added - Other flavors, types, or sizes <p>2. <u>Shelf Stable</u></p> <ul style="list-style-type: none"> - Fruit Punch - Juice drinks - Mixed juices unless noted - Other brands unless approved by the Guam WIC Program - Juice items that do not state "100 % Juice & 120% Vitamin C" (Except for citrus juices, no minimum Vitamin C requirement) - Organic juice - Sugar added - Other flavors, types, or sizes
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<p>IGA & Welch's (Red or White Grape), Welch's Grape, W/F, Hansen's, Langers, Ruby Kist, Donald Duck, Juicy Juice (Nestle), Springfield)</p> <p>- Grapefruit juice (Flavorite, W/F, Ruby Kist, Donald Duck) – No minimum Vitamin C requirement;</p> <p>- Vegetable juice (V8, W/F, IGA, Springfield,)</p> <p>- Pineapple juice (W/F, IGA, Langers, Dole, Hansen's, Springfield);</p> <p>- Tomato juice (Campbell's, IGA, W/F, Red Gold);</p> <p>- Orange juice (Flavorite, Tropicana, Hansen's, Ruby Kist, W/F, Texsun, Cal- Maid, Langers) - No minimum Vitamin C Requirement;</p> <p>* Up to 7 fl. oz. -Only if specified on WIC food benefits</p>			
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GUAM WIC Minimum Variety and Quantity Requirements (and Exclusions) of WIC Authorized Foods		
Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements (and Exclusions)
<p><u>CEREAL</u></p> <p>- Meets USDA requirement of 28 mg iron/100 g dry cereal, less than 21g Sugar/100gm cereal and has an additional requirement of 2g fiber per serving. Maximum sodium 250mg/serving - Boxes or bags allowed</p> <p>1. Hot cereals</p>		

<p>- 11.8 oz. min. size container up to 36 oz.</p> <p>Whole Grain hot cereals</p> <ul style="list-style-type: none"> - Wheat Hearts (Gen. Mills) - Maypo Oatmeal - regular or quick (Homestead Farms LTD) <p>Other hot cereals</p> <ul style="list-style-type: none"> - Original Malt-O -Meal (Malt-O-Meal Co.) - Cream of Wheat - regular, instant, or quick (B&G Foods, Inc.) - Quaker - Original instant Oatmeal (11.8 oz) - Western Family - Instant Oatmeal (11.8 oz.) 	<p>1. Hot Cereals</p> <ul style="list-style-type: none"> - Varieties of wheat or oats must be available - At least one (1) variety must be in a 11.8 oz. container. 	<p>1. Hot Cereals</p> <ul style="list-style-type: none"> - Total of six (6) boxes / bags /Containers. 	<p>1. Hot Cereals</p> <ul style="list-style-type: none"> - Boxes, bags, or containers smaller than 11.8 oz. - Plain Oatmeal less than 28mg/100g Iron - Hot cereal brands not approved by the Guam WIC Program - Products that contain more than 21g Sugar/100g cereal or less than 2g fiber per serving - Products that contain more than 250 mg/serving of sodium - Quaker - "Export" Original instant Oatmeal (11.8 oz.) - Cereal only. No added ingredients such as raisins, marsh mellow, nuts, etc.
<p>2. Cold Cereals</p> <ul style="list-style-type: none"> - 12 oz. min. size container up to 36 oz. <p>Whole Grain cold cereals</p> <ul style="list-style-type: none"> - Cheerios, Whole Grain or Multigrain (General Mills) - Wheat Bran Flakes (Western Family) - Total, Whole Grain (General Mills) - Kix, Whole Grain (General Mills) - Wheaties (General Mills) - Kellogg's All Bran Complete Wheat Flakes - Kellogg's Mini Wheats - Kellogg's Mini Wheats Bite Size - Kellogg's Mini Wheats Unfrosted - Kellogg's Mini Wheats Frosted <p>Other cold cereals</p> <ul style="list-style-type: none"> - Grape Nut Flakes (Post) - Grape Nuts (16 oz., Post) - Bran Flakes (Post) - Life (Quaker) 	<p>2. Cold Cereals</p> <ul style="list-style-type: none"> - At least three (3) varieties (i.e. bran, corn, oat, rice, multi-grain, wheat) must be available and one must be whole grain 	<p>2. Cold Cereals</p> <ul style="list-style-type: none"> - Total of twelve (12) boxes / bags / containers 	<p>2. Cold Cereals</p> <ul style="list-style-type: none"> - Boxes, bags, or containers smaller than 12 oz. - Cold cereal brands not approved by the Guam WIC Program - Iron content less than 28mg/100g Dry cereal - Products that contain more than 21g sugar/100g cereal or less than 2g fiber per serving. - Products that contain more than 250 mg/serving of sodium

GUAM WIC Minimum Variety and Quantity Requirements (and Exclusions) of WIC Authorized Foods			
Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements	Exclusions
<ul style="list-style-type: none"> - Oatmeal Squares (Quaker) - Quaker Essentials – Crunch Corn Bran (Quaker) - Blueberry Mini Spooners (18 oz., Malt-O-Meal) - Strawberry Cream Mini Spooners (18 oz., Malt-O-Meal) 			
<p><u>WHOLE WHEAT BREAD</u></p> <p>1. 100% Whole Wheat Bread</p> <ul style="list-style-type: none"> - 16 oz. loaf (Franz, Light Oroweat, Wonder Soft, Pepperidge Farm, Roman Meal Sungrain 100% Whole Wheat Bread; - 24 oz. loaf (Franz, Light Oroweat, Franz Whole Grains-7 Grains, Country Grain Stone Ground – 100% Whole Wheat Bread, Western Farms – 100% Whole Wheat Bread, Holsum Stone Ground; 100% Whole Wheat Bread <p>2. Other Whole Wheat/Whole Grain Options:</p> <ul style="list-style-type: none"> - Ortega – Tortillas, whole wheat, 16 oz.; - Rainbo, dinner rolls, whole wheat, 16 oz.; <p>* 16 oz. Options (16 oz. size):</p> <ul style="list-style-type: none"> - Brown Rice – 16 oz. package; Any brand - Oroweat 100% Whole Wheat Hot Dog Buns - Essential Everyday Whole Wheat 	<ul style="list-style-type: none"> - One (1) of the varieties (Brown rice, whole wheat bread, or other whole wheat/whole grain options) must be available in 16 oz. size packages - Whole wheat or whole grain must be the first ingredient in the list of ingredients 	<p>Total of six (6) packages of Brown Rice, 100% Whole Wheat Bread and/or other whole wheat/whole grain options</p>	<p>1. <u>100% Whole Wheat or whole Grain Bread</u></p> <ul style="list-style-type: none"> - When 1st ingredient is: <ul style="list-style-type: none"> - wheat flour; - white flour; - enriched flour; <p>2. <u>Other Whole Grain Options</u></p> <ul style="list-style-type: none"> - Seasoned or wild rice - Brown rice mixtures (i.e. wild rice, white rice or any other type of rice such as Jasmine) - Whole grains (brown rice, bulgur, oats, and whole grain barley) are authorized - Whole grain pasta, whole wheat rolls, hamburger and hot dog buns allowed

<p>(Spaghetti, Thin Spaghetti, Elbow Macaroni, Rotini)</p> <ul style="list-style-type: none"> - Ronzoni Healthy Harvest 100% Whole Grain (Rotini, Lasagna) - Bionature 100% Whole Wheat Rigatoni - Western Family Spaghetti "made with 100% whole wheat (16 oz. only) - Western Family Penne Rigate "made with 100% whole wheat (16 oz. only) - Barilla – 16 oz, whole grain –Linguine, spaghetti, thin spaghetti, penne, and rotini <p>* <u>24 oz. Options</u> (24 oz. size from listing above is allowed for breast-feeding pregnant women with twins):</p>			<ul style="list-style-type: none"> - Whole wheat pasta (i.e. spaghetti, macaroni, rotini, and other shapes) that meet the FDA standard of identity for whole wheat macaroni (pasta) products are authorized - English Muffins, bagels are not authorized - Other whole grain products unless approved by the Guam WIC Program - No added sugars, fats, oils, or sodium.
<p><u>DRY or CANNED BEANS</u></p> <ul style="list-style-type: none"> * 16 oz. minimum package (16 oz. packages only). Any brand; - Black beans - Garbanzo beans (Chick Peas) - Kidney beans - Lentils - Mung/Mung beans (green or yellow) - Pinto beans - Split Peas (green or yellow) - Black eye peas - Great northern beans - White beans - Canned beans, any brand, (Only if specified on WIC food benefits). Not allowed with CVV) - Canned baked beans (with no added sugars, fats, oil or meat is allowed) - Canned refried beans (with no added sugars, fats, oil or meat is allowed) - Canned organic beans (allowed) 	<p>Three (3) of the seven (7) varieties must be available</p>	<p>Total of six (6) bags</p>	<ul style="list-style-type: none"> - Beans items covered under cash value benefits are not allowed. - Dry and canned mature legumes authorized under the legume category (dry beans, peas, or lentils in dry-packaged or canned forms) cannot be purchased with WIC food benefits - Canned green peas (allowed) with CVV - Canned organic beans (allowed) - Frozen beans, peas, or Lentils (allowed) - No soups, stews, mixed with meat or added sugar; - Beans authorized for CVV are not a part of allowed dry or canned, frozen legumes

<p>- Frozen beans, peas, or Lentils (allowed)</p> <p><u>PEANUT BUTTER</u></p> <ul style="list-style-type: none"> - All textures allowed - Smooth to super crunchy - 16 to 18 oz. containers - Any brand 	<ul style="list-style-type: none"> - Varieties must include at least three (3) textures i.e. smooth to super crunchy. One variety must be 18 oz. size. - Military Commissaries (Peer Group 9) - Must include at least three (3) textures. 	<p>Total of six (6) containers</p>	<ul style="list-style-type: none"> - Honey roasted - Peanut butter spreads - Mixtures with marshmallows, honey, jelly, chocolate or similar ingredients - Organic peanut butter - Any other size container - Peanut butter with additives such as Omega 3 fatty acids
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GUAM WIC Minimum Variety and Quantity Requirements (and Exclusions) of WIC Authorized Foods			
Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements	Exclusions
<p><u>FRUITS & VEGETABLES (For Cash Value Benefits Only!)</u></p> <ul style="list-style-type: none"> - Cash value up to the amount indicated on cash value benefits - Children \$8, Pregnant & Postpartum Non-breast-feeding Women, Partially Breast-Feeding Women \$11, and Exclusively Breast-Feeding Women \$11; \$16.50 for Breast Feeding Women with multiple infants, i.e. twins <p>(Note: WIC Vendors are not to issue cash change to a WIC client for purchases less than the total value of a cash value benefits. However, the WIC client may use his/her own funds for purchases in excess of the monetary limit for his/her cash value benefits).</p> <p><u>Fresh fruits & vegetables</u></p> <ul style="list-style-type: none"> - Cello bag of fruits; - Local grown - Any brand imported - Organic Fresh fruits & vegetables are 	<p>Variety must include at least three (3) types of fruits and three (3) types of vegetables. Types of fruits and vegetables must be available in fresh, frozen, and/or canned form. Bagged fruits and vegetables are allowed.</p>	<p><u>Fresh/Frozen/Canned fruits and vegetables</u></p> <p>Must have at least thirty (30) pounds of fresh fruits and vegetables and twenty (20)</p>	<p><u>Fresh fruits & vegetables</u></p> <ul style="list-style-type: none"> - Salad bar fruits or vegetables - Nuts (including peanuts) - Fruit & nut mixes

<p>allowed</p> <ul style="list-style-type: none"> - Potatoes are allowed - Garlic, Onions and peppers are allowed <p><u>Frozen fruits & vegetables</u></p> <ul style="list-style-type: none"> - Any brand - Combinations of fruits or vegetables allowed - Frozen beans and any other kind of frozen bean not authorized under the legume category - Organic frozen fruits & vegetables are allowed; - Potatoes are allowed <p><u>Canned fruits & vegetables</u></p> <ul style="list-style-type: none"> - Any brand (Only if specified on WIC food benefits) - Potatoes are allowed; - Organic canned fruits & vegetables are allowed; <p><u>Dried fruits & vegetables</u></p> <ul style="list-style-type: none"> - Any brand (without added sugars, fats, oils, or sodium is allowed) - Potatoes are allowed; (instant mashed potatoes with no added ingredients); - Organic dried fruits & vegetables are not allowed; 	<p>cans or bags of canned or frozen fruits or vegetables.</p>	<ul style="list-style-type: none"> - Spices or herbs (Ginger Root is allowed) - Ornamental and decorative fruits and vegetables such as "chili peppers on a string", "garlic on a string", - Dry beans <p><u>Frozen/Canned fruits & vegetables</u></p> <ul style="list-style-type: none"> - Added noodles, sauces or butter - Seasoning or flavored added - Breaded products - Added sugar or artificial sweeteners (Note: small amounts of sugar for processing purposes is allowed, i.e. sweet peas & sweet corn is allowed) - French fries - Hash browns - Tater tots or other processed white potato product - Mixtures with rice or pasta, or meat, or any other ingredient - Single serving packages (Only if specified on WIC food benefits) - Frozen beans and ANY other kind of bean NOT authorized under the legume category can be purchased with <i>cash value benefits</i> <p><u>Dried fruits & vegetables</u></p> <ul style="list-style-type: none"> - Dried fruits or vegetables (with added sugars, fats, oils, or sodium is not allowed)
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Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements	Exclusions
<p><u>CANNED FISH</u></p> <ul style="list-style-type: none"> - Minimum can size is 5 oz. – 15 oz.; - Fish may contain skin and bones; <p><u>Tuna</u></p> <ul style="list-style-type: none"> - 5 to 6.5 oz. can; - Water packed only; - Any chunk light brand; <p><u>Pink Salmon</u></p> <ul style="list-style-type: none"> - 5 to 15 oz. can Pink Salmon; - Packed in water or natural oil; - Any brand; <p><u>Sardine</u></p> <ul style="list-style-type: none"> - 5 to 15 oz. can Sardine - Water packed or natural oil - Any brand - 3.75 oz. can. Only if specified on WIC food benefits) <p><u>Mackerel</u></p> <ul style="list-style-type: none"> - 5 to 15 oz. can Mackerel - Packed in water or natural oil - Any brand <p>* 3.75 – 5 oz. – Only if specified on WIC food benefits.</p> <p>Note:</p> <ul style="list-style-type: none"> - Jack mackerel is allowed - Canned fish with added sauces and flavorings (e.g. tomato sauce, mustard, and lemon) are allowed 	<p>Two (2) of the four (4) varieties must be available</p>	<p>Total of twenty (20) cans (ranging from 5-15 oz).</p>	<ul style="list-style-type: none"> - Fish packed in pouches not allowed - King mackerel, red salmon wild sockeye, blue back salmon not allowed - Prime filet not allowed

Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements	Exclusions
<p><u>INFANT FORMULA</u></p> <ul style="list-style-type: none"> - 13 fl. oz. Concentrate Similac advance with Iron - 12.4 oz. Powdered Similac Advance with Iron - Similac read to feed formula (Unless specifically indicated on WIC food benefits) 	<p>None</p>	<ul style="list-style-type: none"> - Forty-five (45) cans of powdered formula 	<ul style="list-style-type: none"> - Any ready to feed formula (Unless specifically indicated on WIC food benefits) - No non-contract brand formula(s) (Unless specifically indicated on the WIC food benefits)
<p><u>INFANT FOODS</u></p> <ul style="list-style-type: none"> - Single food only - Packages of any brand of multiple containers - 2.5 oz. of meat - 4 oz. or 2-pk of 4 oz. (net wt. 8 oz.) of fruit or vegetable. (Brands -Gerber, Beech Nut, and Nature's Goodness); - 8 oz. box Infant cereal; Dry single grain; No fruit added; (Gerber brand, barley, oatmeal, rice or wheat grains allowed; Beach Nut brand, barley, oatmeal, or rice allowed); - Fresh Banana substitution/option allowed (Only if specified on WIC food benefits) 	<p>Varieties of fruit, vegetables, or meat must be available</p>	<p>Total of fifty (50) containers (twenty-five (25) for food items packaged in sets of twos).</p>	<ul style="list-style-type: none"> - Mixtures of meat and vegetables - Added sugar or salt - Dinners - Jar infant cereals (Dry cereals only) - Desserts - Puddings - Organic

<p>SOY BEVERAGE (only if specified on WIC food benefits)</p> <ol style="list-style-type: none"> 1. 8th Continent-Original (Only) <ul style="list-style-type: none"> - ½ gallon size container. Approved brand must meet nutrition specifications; - Chilled or shelf stable; 2. Pacific Ultra Soy (Original, Plain) <ul style="list-style-type: none"> - Quart size container. - Approved brand must meet nutrition specifications; - Chilled or shelf stable; 3. Kikkoman Pearl Organic Soymilk <ul style="list-style-type: none"> - Original, 32 oz. size container - 8 fl. oz. container; - Approved brand must meet nutrition specifications; - Chilled or shelf stable; - Only if specified on WIC food benefits. 4. Silk Soymilk <ul style="list-style-type: none"> - Original, 32 oz. size container 	<p>None</p>	<p>None</p>	<ul style="list-style-type: none"> - Soy beverages not approved by WIC (i.e. no substitutes); - Almond, rice, etc. plant-based beverages;
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41. Display Guam WIC eWIC card design to identify check-out lanes in a manner consistent for other payment types.

42. Assume commercial processing costs and fees imposed by a third party processor if the vendor elects to use commercial providers to connect to the State Agency's EBT processing system. The vendor shall not charge to the State agency any third-party commercial processing costs and fees incurred by the vendor from EBT multi-function equipment.

43. Not charge the Guam WIC Program for interchange or transaction fees.

44. Vendor shall not retain or confiscate an eWIC card or ask a WIC participant for eWIC Personal Identification Number (PIN) or for any identification in addition to eWIC card.

45. Vendor shall scan the actual item's Universal Product Code (UPC) that is affixed to the item, unless the item being purchased is a fresh fruit or vegetable. The Vendor agrees to never scan codes from UPC codebooks or reference sheets. The retailer is prohibited from scanning any UPC as a substitute, replacement or otherwise not actually affixed to the actual item being purchased by the WIC customer using an eWIC card.

46. Vendor shall sell only WIC foods/formula to WIC customers that are available in their current benefit balance.

47. Vendor shall sell only WIC foods/formula to WIC customers that are approved on the Guam WIC "Approved Product Listing" (APL).

48. For those stores using Stand-beside devices only, execute the eWIC service provider Merchant Agreement pertaining to accepting and processing eWIC transactions.

B. WITH REGARD TO WIC FOOD INSTRUMENT AND CASH VALUE VOUCHER PROCESSING, VENDOR AGREES:

1. To accept WIC FOOD BENEFITS only from participants or authorized parents/caretakers of infant and child participants with a valid eWIC card. Upon a vendor's certification for eWIC, Vendor shall not retain or confiscate an eWIC card or ask a WIC participant for eWIC Personal Identification Number (PIN) or for any identification in addition to eWIC card.

2. To provide participants only the authorized supplemental foods listed on the WIC FOOD BENEFITS (including the quantity, unit, type, and size) and in the brands and varieties listed in the current Guam WIC Program Approved Foods list and selected by the participant or authorized parent/caretaker. The vendor must not provide unauthorized food items in exchange for WIC FOOD BENEFITS, including charging for supplemental foods provided in excess of those listed on the WIC FOOD BENEFITS.

3. Not to provide refunds or permit exchanges for authorized supplemental foods obtained with WIC FOOD BENEFITS, except for exchanges of an identical authorized supplemental food item when the original authorized supplemental food item is defective, spoiled, or has exceeded its "sell by," "best if used by," or other date limiting the sale or use of the food item. An identical authorized supplemental food item means the exact brand and size as the original authorized supplemental food item obtained and returned by the participant. The WIC vendor is strictly prohibited in providing exchanges for alternative brands or sizes of authorized supplemental foods (no substitutions).

4. To provide cash register receipts to WIC participants or authorized parents/caretakers of infant and child participants for each WIC FOOD BENEFITS transaction.

5. To request in writing for an opportunity to correct or justify a vendor overcharge or other error in WIC FOOD BENEFITS returned and unpaid including WIC FOOD BENEFITS exceeding purchase price limitations and the maximum allowable reimbursement level applicable to the vendor, and for authorization to redeposit any returned food draft for payment. The WIC Program must receive the request within 90 days of the "FIRST DATE TO USE" date indicated on WIC FOOD BENEFITS. Upon the WIC Program's satisfaction with the justification or correction, the WIC Program will authorize the vendor to redeposit a returned instrument for payment by entering a statement and signature of approval on the returned WIC FOOD BENEFITS.

6. Not to collect any sales tax on authorized supplemental foods obtained with WIC FOOD BENEFITS. However, the portion of the CVV transaction paid with the participant's own funds* may be subject to any tax which applies to non-WIC purchases of fruits and vegetables.

*The vendor shall offer, but not require, WIC participants the opportunity to pay with their own funds (which includes cash, personal check, credit card, and EBT/SNAP benefits) the portion of a fruit/vegetable purchase that exceeds the maximum dollar value of their CVV(s).

7. Not issue cash change to a WIC client for purchases less than the total value of WIC FOOD BENEFITS. However, the WIC client may use his/her own funds for purchases in excess of the monetary limit for his/her cash value voucher. The monetary amounts above the limits for his/her cash value vouchers are subject to any tax which applies to non-WIC purchase of fruits and vegetables.

8. To notify the WIC Program of misuse (attempted or actual) of WIC FOOD BENEFITS by WIC participants or authorized parents/caretakers of infant or child participants.

9. Not to receive, transact, or redeem WIC FOOD BENEFITS outside of the WIC Program's procedures.

10. To safeguard WIC FOOD BENEFITS transacted in the same manner as cash.

11. Not to transact and redeem WIC FOOD BENEFITS during any period of suspension.
12. Not to buy or sell WIC FOOD BENEFITS for cash (trafficking).
13. Not to sell firearms, ammunition, explosives, or controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802) in exchange for WIC FOOD BENEFITS.
14. Not to sell alcohol or alcoholic beverages or tobacco products in exchange for WIC FOOD BENEFITS.
15. Not to provide credit (including rain checks) or non-food items other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for WIC FOOD BENEFITS.
16. Not to claim reimbursement for the sale of an amount of a specific supplemental food item which exceeds the store's documented inventory of that supplemental food item for a specific period of time.
17. Not to intentionally or unintentionally charge the WIC Program more for supplemental foods than the price charged non-WIC customers or more than the current shelf price (vendor overcharges).
18. Not to receive, transact and/or redeem WIC FOOD BENEFITS outside of authorized channels, including the use of an unauthorized vendor and/or unauthorized person.
19. Not to charge the WIC Program for supplemental foods not received by the participant.
20. Not to transact WIC FOOD BENEFITS reported as lost or stolen. The vendor must notify employees of WIC FOOD BENEFITS reported as lost or stolen.
21. Support the following types of eWIC transactions:
 - a) Balance Inquiry – to provide the WIC card holder with a shopping list to retrieve the balance of the benefit prior to beginning a purchase.
 - b) Purchase – to authorize and complete a sale.
 - c) Reversal – to partially or completely nullify the effects of a previous purchase transaction and add benefits back to the WIC participant's benefits because the purchase transaction cannot be processed as instructed.
 - d) Void – to cancel a previously authorized and complete transaction, resulting in a reversal.
22. Shall use the local date and time the eWIC purchase transaction is approved at the vendor location.

23. All transactions shall be settled in U.S. Dollar Currency only.
24. eWIC transactions and files shall be retained for a minimum of 120 days from the date of the transaction or the transmission date of the file. Disputed transactions shall be retained until the dispute is resolved or 120 days whichever is longer.
25. Perform split tender processing to allow the card holder to pay the difference when a fruit or vegetable purchase exceeds the value of the CVB with an alternate method of payment.
26. When accepting eWIC cards, ensure that the eWIC card is present at the time of purchase and the participant enters their Personal Identification Number (PIN) in the presence of the cashier. Allow the WIC cardholder to re-enter the PIN when an invalid PIN response is received at the point of sale. The eWIC card may be key-entered if the card read fails.
27. Accept only one eWIC card per transaction.
28. Shall record and report the WIC authorized UPC or PLU and the cash value of the UPC or PLU purchase, including the generic FNS designated CVB food item PLU 4469.
29. The vendor should not accept eWIC payments for foods that are not included on the Approved Product List (APL) file.
30. Vendor shall always provide the WIC customer with a receipt at the end of the eWIC transaction, which at a minimum includes, last four digits of the card number of the Primary Account Number (no other digits should be displayed), store name, store address, city, state and zip code, date and time of purchase, store lane, if available, WIC food item identifier (if a separate WIC purchase receipt is not provided), benefit expiration date and time, purchased food items including the food item quantity, description and unit of measure, unit cost, total purchase amount, benefits remaining, including the benefit description, quantity and unit of measure, unique transaction identifier or systems trace audit number.

SECTION II. THE STATE AGENCY AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

A. The WIC Program will not pay for improperly transacted and redeemed WIC FOOD BENEFITS, or, WIC FOOD BENEFITS that exceed applicable price limitations and the maximum allowable reimbursement level applicable to the vendor for the WIC FOOD BENEFITS.

B. When the WIC Program determines the vendor has committed a vendor violation that affects the payment to the vendor, the WIC Program will deny or delay payment, assess a claim or establish a claim in the amount of the full purchase price WIC FOOD BENEFITS that contained the vendor overcharge or other error. In collecting a claim, the WIC Program may offset the claim against current and subsequent amounts to be paid to the vendor.

C. The WIC Program will provide the vendor with an opportunity to justify or correct a vendor overcharge or other error in WIC FOOD BENEFITS, when payment is delayed or a claim is established. If satisfied with the justification or correction, the WIC Program will provide payment or adjust the proposed claim accordingly.

D. The WIC Program will provide training annually to at least one representative of the vendor. Annual vendor training will be in a variety of formats, including newsletters, videos, or interactive training that includes a contemporaneous opportunity for questions and answers. The WIC Program will have sole discretion to designate the date, time, and location of all interactive training and the audience (e.g., managers, cashiers, etc.) to which the training is directed. The WIC Program will provide the vendor with at least one alternative date on which to attend interactive training.

E. The WIC Program will monitor the vendor for compliance with program requirements. Routine monitoring visits and compliance investigations will be conducted on the vendor throughout the agreement period.

F. The WIC Program will provide the vendor with a WIC sign to identify the store as an authorized WIC food vendor, channel strips or shelf-talkers to attach on the store's shelves stating "WIC-approved" or "WIC-eligible" to identify authorized WIC foods, the Guam WIC Approved foods list.

G. The WIC Program will ensure that no conflict of interest exists between the vendor and the WIC Program, as defined by applicable State laws, regulations, and policies.

H. The WIC Program may reassess the vendor at any time during the agreement period using the vendor selection criteria in effect at the time of the reassessment.

I. The WIC Program will notify the vendor of changes to Federal or State/local statutes, regulations, policies, or procedures governing the Program before the changes are implemented.

J. The WIC Program will apply limits on the amount of reimbursement allowed for WIC FOOD BENEFITS transacted and redeemed based on a vendor's peer group and competitive price criteria.

K. The WIC Program will provide the vendor with not less than 15 calendar days advance written notice of the expiration of this agreement.

L. The WIC Program is not obligated to renew this agreement.

M. The WIC Program will keep information on the vendor confidential (other than its name, address, and authorization status) in accordance with Federal and State/local regulations governing the WIC Program. Information that individually identifies the vendor is considered confidential.

N. eWIC GRANT FUNDS AND COST SHARING

The Department may utilize special funding, when available, to assist the Vendor with necessary upgrades to integrate equipment or systems that are not solely dedicated to eWIC transactions. The Department will utilize a USDA FNS-approved Cost Sharing Plan, which details the approach for allocating special funds for equipment or systems enhancements for eWIC. Vendors that accept this special funding and terminate or are disqualified from the Program within two years shall refund the Department for the amount received, prorated at 4.16% per month while on the Program and accepting eWIC cards.

O. The WIC Program will ensure that the vendor will be paid promptly in accordance with the *FNS Operating Rules for Women, Infants and Children Electronic Benefits Transfer, dated September 2014*, available at <https://www.fns.usda.gov/wic/wic-ebt-operating-rules-technical-implementation-guide> (WIC EBT Operating Rules), and other applicable requirements of law.

SECTION III. MISCELLANEOUS PROVISIONS.

A. RECIPROCAL SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) DISQUALIFICATION FOR WIC PROGRAM DISQUALIFICATIONS.

Disqualification from the WIC Program may result in disqualification as a retailer in the Supplemental Nutrition Assistance Program (SNAP). Such disqualification may not be subject to administrative or judicial review under the Supplemental Nutrition Assistance Program (SNAP).

B. VENDOR SANCTIONS.

“*Pattern*” is defined as 2 occurrences of the same violation within a 12-month period.

Federal regulations governing the WIC Program, 7 CFR Part 246, §246.12, mandate that uniform mandatory WIC vendor sanctions be applied and imposed across State agencies for the most serious WIC Program violations. Regulations also provide that State-agency established vendor sanctions be imposed for other program violations in addition to mandatory sanctions. A vendor violation is an action of a vendor’s current owners, officers, managers, agents, or employees that violate the vendor agreement or Federal or State/local statutes, regulations, policies, or procedures governing the Program.

The WIC Program 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 the WIC Program determines, in its discretion, on a case-by-case basis, that notifying the vendor would compromise an investigation.

Vendor sanctions include disqualification/suspension, administrative fines, and civil money penalties in lieu of disqualification/suspension. (This list is not exhaustive.)

1. The following mandatory vendor sanctions will be imposed for the serious violations specified, pursuant to Federal regulations in 7 CFR, §246.12(l):

- a. The WIC Program will permanently disqualify Vendor when convicted for:
- (1) Trafficking in WIC FOOD BENEFITS (buying or selling WIC FOOD BENEFITS for cash).
 - (2) Selling firearms, ammunition, explosives, or controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802) in exchange for WIC FOOD BENEFITS.

The WIC Program will not impose a civil money penalty (CMP) in-lieu of permanent disqualification for conviction due to trafficking in WIC FOOD BENEFITS (buying or selling WIC FOOD BENEFITS for cash), or selling firearms, ammunition, explosives, or controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)) in exchange for WIC FOOD BENEFITS.

Vendor will not be entitled to receive any compensation for revenues lost as a result of the above violation.

- b. The WIC Program will disqualify vendor for six (6) years for:
- (1) One incidence of buying or selling WIC FOOD BENEFITS for cash (trafficking).
 - (2) One incidence of selling firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for WIC FOOD BENEFITS.

This is an administrative finding of a trafficking violation that has not resulted in a conviction for trafficking by a court of law.

- c. The WIC Program will disqualify vendor for three (3) years for:
- (1) One incidence of the sale of alcohol or alcoholic beverages or tobacco products in exchange for WIC FOOD BENEFITS.
 - (2) A pattern of claiming reimbursement for the sale of an amount of a specific supplemental food item which exceeds the store's documented inventory of that supplemental food item for a specific period of time.
 - (3) A pattern of vendor overcharges.
 - (4) A pattern of receiving, transacting and/or redeeming WIC FOOD BENEFITS outside of authorized channels, including the use of an unauthorized vendor and/or unauthorized person.
 - (5) A pattern of charging for supplemental food not received by the participant or parent/caretaker of infant or child participant.

(6) A pattern of providing credit or non-FOOD items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for WIC FOOD BENEFITS.

d. The WIC Program will disqualify Vendor for one (1) year for:

(1) A pattern of providing unauthorized FOOD items in exchange for WIC FOOD BENEFITS, including charging for supplemental FOOD provided in excess of those listed on the FOOD benefits.

e. Second mandatory sanction. When a Vendor, who previously has been assessed a sanction for any of the violations listed in Sections III.B.1.b. through III.B.1.d. above, receives another sanction for any of these violations, the WIC Program will double the second sanction.

Civil money penalties will only be doubled up to the limits allowed under Section III.B.1.j. of this agreement and under 7 CFR Part 246, §246.12(i).

f. Third or subsequent mandatory sanction. When a vendor who previously has been assessed two or more sanctions for any of the violations listed above, in Sections III.B.1.b. through III.B.1.d., receives another sanction for any of these violations, the WIC Program will double the third sanction and all subsequent sanctions. The WIC Program will not impose civil money penalties in lieu of disqualification for third or subsequent sanctions for violations listed in Section III.B.1.b. through III.B.1.d. of this agreement.

g. Disqualification based on a Supplemental Nutrition Assistance Program (SNAP) disqualification. A vendor who has been disqualified from the Supplemental Nutrition Assistance Program (SNAP) will be disqualified from the WIC Program. The disqualification will be for the same length of time as the Supplemental Nutrition Assistance Program (SNAP) disqualification, may begin at a later date than the Supplemental Nutrition Assistance Program (SNAP) disqualification, and is not subject to administrative or judicial review under the WIC Program.

h. Voluntary withdrawal or non-renewal of agreement. The WIC Program will not accept either a voluntary withdrawal of the vendor from the Program or the non-renewal of vendor agreement as an alternative to disqualification for the violations listed in mandatory vendor sanctions. When the WIC Program establishes that a vendor has committed a violation that warrants a mandatory sanction, the WIC Program will disqualify the vendor.

i. Participant access determinations. Prior to disqualifying a vendor for a Supplemental Nutrition Assistance Program (SNAP) disqualification according to Section IIIB.1g. or for any of the violations listed in Section IIIB.1b. through Section IIIB.1d. of this agreement, the WIC Program will determine if disqualification of the vendor would result in inadequate participant access to WIC authorized vendors. The WIC Program will make the participant access determination in accordance with the participant access criteria in Section IIIB.8 of this agreement.

If the WIC Programs determines that disqualification of the vendor would result in inadequate participant access, the WIC Program will impose a civil money penalty in lieu of disqualification. However, the WIC Program will not impose a civil money penalty in lieu of disqualification for third or subsequent sanctions for violations in Section IIIB.1b. through Section IIIB.1d. of this agreement.

The WIC Program will include documentation of its participant access determination and any supporting documentation in the file of each vendor who is disqualified or receives a civil money penalty in lieu of disqualification.

j. Civil money penalty formula. The WIC Program may impose a civil money penalty (CMP) in lieu of disqualification for each violation subject to a mandatory sanction. The following formula will be used to calculate a civil money penalty imposed in lieu of disqualification/suspension.

- ◆ Step 1. Determine the vendor's average monthly redemptions for at least the 6-month period ending with the month immediately preceding the month during which the notice of adverse action is dated;

- ◆ Step 2. Multiply the average monthly redemptions figure by 10 percent (.10);

- ◆ Step 3. Multiply the product from step 2 above by the number of months for which the store would have been disqualified/suspended. This is the amount of the civil money penalty, provided that the civil money penalty shall not exceed the maximum amount specified in 7 CFR § 3.91(b)(3)(v) for each violation. For a violation that warrants permanent disqualification, the amount of the civil money penalty shall be the maximum amount currently specified in 7 CFR § 3.91(b)(3)(v) which is \$15,877.

When during the course of a single investigation, the WIC Program determines the vendor has committed multiple violations, the WIC Program will impose a CMP for each violation. The total amount of civil money penalties imposed for violations investigated as part of a single investigation may not exceed the maximum amount currently specified in 7 CFR § 3.91(b)(3)(v) which is \$63,509.

k. Notification to Supplemental Nutrition Assistance Program (SNAP) of USDA Food and Nutrition Service. The WIC Program will provide the Supplemental Nutrition Assistance Program (SNAP) of the USDA Food and Nutrition Service with a copy of the notice of adverse action and information on vendors the WIC Program has disqualified or imposed a civil money penalty in lieu of disqualification for any of the violations listed in Section III.B.1a. through III.B.1d. (under mandatory sanctions) of this agreement.

l. Multiple violations during a single investigation. When during the course of a single investigation the WIC Program determines a vendor has committed multiple violations (which

may include violations subject to State agency sanctions), the WIC Program will disqualify the vendor for the period corresponding to the most serious mandatory violation. The WIC Program will include all violations committed (under mandatory sanctions and State-agency established sanctions) in the notice of adverse action, and if the mandatory sanction addressed in the notice of adverse action is not upheld on appeal, the State agency may still impose the State agency-established sanction(s) for the State-agency violation(s) in the notice of adverse action.

2. The following State-agency established vendor sanctions will be imposed for the violations specified, pursuant to Federal regulations in §246.12(1). A pattern of the following violations will be documented before sanction, and a warning notice will be provided when the first occurrence of the violation has been documented, unless the State agency determines that notification would compromise the integrity of the State agency's investigation.

a. The WIC Program may issue a warning letter to the vendor for the violations below. When applicable, the WIC Program will demand correction by vendor within thirty (30) days of receipt of the warning notice.

(1) Failure to comply with the nondiscrimination provisions of USDA regulations and the requirements of Title VI of the Civil Rights Act of 1964, including provisions of the Americans with Disabilities Act of 1990 and its amendments.

(2) Not providing WIC participants or authorized parents/caretakers of infant and child participants the same courtesies offered to other customers.

(3) For identifying WIC participants or authorized parents/caretakers from other customers, establishing a separate checkout line for WIC participants, including the posting of signs in express lines, which indicate that WIC food instruments and cash value vouchers are not allowed to be negotiated.

(4) Refusal or failure (without just cause) to have one (1) store representative participate in training provided annually by the WIC Program.

(5) Not providing copies of the current Guam WIC Program Approved Foods list to the cashiers for reference at each check-out register.

(6) Failure to provide the WIC Program within the time period requested the vendor's current shelf prices of WIC approved supplemental foods using the food price list form provided by the Program.

(7) Failure to notify the WIC Program in writing of any permanent changes in the vendor's quarterly price list data within the time-period required, excluding promotional sales in WIC foods for a limited period.

(8) Not posting or marking shelf prices or having the prices labeled on all WIC approved foods in all categories in the store.

(9) Not posting at least one WIC sign (provided by the Guam WIC Program.) identifying themselves as a WIC vendor in a place conspicuously visible to the public at the vendor's place of business, or not attaching on the shelves channel strips or shelf-talkers provided by the WIC Program stating "WIC-approved" or "WIC-eligible" to properly identify authorized WIC foods.

(10) Failure to remove or selling to WIC participants supplemental food(s) that have exceeded the manufacturer's expiration date, "sell by," "best if used by," or some other date limiting the sale or use of the food item.

(11) Failure to maintain the store premises in good sanitary condition, grade "A" rating at all times.

(12) Failure to maintain mechanically refrigerated containers at a temperature of 45° Fahrenheit or below.

(13) Failure to notify the WIC Program by telephone and in writing (fax transmittal acceptable) of any change in the store's sanitary permit rating below a grade "A," by the next work day of the WIC Program following the date of the change in rating.

(14) Failure to maintain secure storage and immediately report the loss or damage of the WIC vendor identification stamp, including failure to return the vendor identification stamp to the WIC Program as required.

(15) Failure to provide the WIC Program each year (by July 31) a current business license and sanitary permit with the proper endorsements during the term of the agreement.

(16) Failure to maintain store operations at least 6 days per week, 9 hours per day including the hours of 9:00 a.m. to 6:00 p.m.

(17) Failure to accept negotiable WIC FOOD BENEFITS from participants or authorized parents/caretakers of infant and child participants when properly presented.

(18) Requiring a WIC participant or parent/caretaker of an infant or child participant to select a different type or brand of WIC foods when not specified in the WIC FOOD BENEFITS.

(19) Transacting and redeeming WIC FOOD BENEFITS signed by the WIC participant or authorized parent/caretaker of an infant or child participant before the check-out process or before the cashier enters the date of purchase and purchase price on the WIC FOOD BENEFITS. If the participant inadvertently pre-signs WIC FOOD BENEFITS, and the transaction is to be consummated, then the participant must produce a second valid photo identification.

(20) Failure to provide a cash register receipt to WIC participants or authorized parents/caretakers of infant and child participants for each WIC FOOD BENEFIT transaction.

(21) Any use of the acronym "WIC" or the WIC logo (also referred to as "service marks") including close facsimiles thereof, in total or in part, either in the official name in which the vendor is registered or in the name under which it does business if different. Such restriction of the acronym "WIC" or WIC logo also applies to advertisement or other promotional materials, and, on stickers, tags, and labels of WIC-approved products. However, the WIC acronym (NOT logo) may be used to advertise the store's acceptance of WIC FOOD BENEFITS with specific prior written approval from the Guam WIC Program.

(22) Failure to comply with Federal and State/local statutes, regulations, policies, and procedures governing the WIC Program or with any provisions in the vendor agreement.

(23) Failure to provide the WIC Program with the vendor's bank/ financial institution information, or to notify the WIC Program in writing of any changes in bank/financial institution information within the time period required.

(24) Not safeguarding WIC FOOD BENEFITS in the same manner as cash.

(25) Transacting and redeeming WIC FOOD BENEFITS

b. The WIC Program may suspend the vendor for one (1) to three (3) months for the following violations after a pattern or repetition of the following violations is documented:

(1) Repetition of a violation specified in one or more warning letters or failure to correct problems and/or violations specified in a warning letter within thirty (30) days of receipt of the letter:

(2) Failure to pay a claim assessed by the WIC Program within 30 days of receipt of such claims for vendor overcharges or other errors in WIC FOOD BENEFITS transacted and redeemed, including bank or financial institution fees.

(3) Using a vendor identification stamp that was not provided by the WIC Program, or reproducing the WIC vendor identification stamp.

(4) Charging sales tax on authorized supplemental foods obtained with WIC FOOD BENEFITS. (This does not apply to sales tax [which applies to non-WIC purchases of fruits and vegetables] charged to the portion of a CVV transaction paid with a participant's own funds.)

(5) If the vendor's sanitary permit is revoked or denied by the Division of Environmental Health of the Department of Public and Social Services at any time during the agreement period.

(6) Failure to inform the WIC Program of a felony conviction or civil judgment entered against any current owners, officers, or managers for an activity indicating a lack of business integrity.

(7) Failure to maintain and provide the WIC Program upon request invoices and receipts showing the source of infant formula purchases.

c. The WIC Program may suspend the vendor for four (4) to six (6) months for the following violations after a pattern or repetition of the following violations is documented or repetition of a violation specified in a prior notice of suspension of one (1) to three (3) months.

(1) Requiring a cash purchase to transact and redeem WIC FOOD BENEFITS.

(2) Altering information on WIC FOOD BENEFITS.

(3) Failure to purchase infant formula only from the sources on the Guam WIC Program's restricted list of infant formula distributors, and infant formula manufacturers registered with the U.S. Food and Drug Administration.

(4) Providing incentive items or other free merchandise to WIC participants as a vendor that has been determined to meet the criterion of an above-50-percent vendor, authorized only for adequate participant access to supplemental foods.

d. The WIC Program may suspend the vendor for 7 months to 11 months for the following violations after a pattern or repetition of the following violations is documented or Repetition of a violation specified in a prior notice of suspension of four (4) to six (6) months:

(1) Failure to allow access to the store for Federal and WIC Program representatives to review and monitor the vendor for compliance with program requirements, or non-cooperation during a monitoring visit by Federal and WIC Program representatives.

(2) Failure to maintain and retain for the required time period the store's inventory records used for Federal tax reporting purposes and other program-related records relevant to the performance of this agreement, and failure to make available and provide to representatives of the WIC Program, USDA, and the Comptroller General of the U.S. for inspection and audit all food instruments and cash value vouchers in the vendor's possession and all program-related records when requested.

(3) Charging participants or authorized parents/caretakers of infant and child participants for supplemental foods obtained with WIC FOOD BENEFITS, or contacting and seeking restitution from these individuals for WIC FOOD BENEFITS not paid or partially paid by the WIC Program.

(4) Transacting and redeeming WIC FOOD BENEFITS during the period of suspension.

(5) Providing false information regarding the WIC vendor's food prices.

e. The WIC Program may disqualify the vendor for one (1) year for the following violations:

(1) Failure to maintain and have readily available in the store the required minimum stock in variety and quantity of WIC authorized supplemental foods, as specified in the vendor agreement.

(2) Giving change (coins/currency) to a WIC participant or authorized parent/caretaker of an infant or child participant from a WIC FOOD BENEFITS transaction, or refunding cash for supplemental foods obtained with WIC FOOD BENEFITS.

(3) Failure to inform the WIC Program of an investigation of the vendor by the USDA Supplemental Nutrition Assistance Program (SNAP).

f. The WIC Program may impose a administrative fine in lieu of suspension/disqualification for any of the violations listed in Section IIIB.2b through IIIB.2e, under State-agency established sanctions of this agreement. However, the WIC Program will not impose a administrative fine in lieu of suspension for third and subsequent sanctions for violations in Sections IIIB.2b and IIIB.2c, or for second and subsequent sanctions for violations in Section IIIB.2d and IIIB.2e, of this agreement.

The CMP formula in Section IIIB.1j. will be used for computing administrative fines for State-agency vendor sanctions.

g. WIC Disqualification based on a Supplemental Nutrition Assistance Program (SNAP) civil money penalty for hardship. The WIC Program will disqualify a WIC vendor that has been assessed a civil money penalty in lieu of disqualification due to participant hardship in the Supplemental Nutrition Assistance Program (SNAP), as stipulated in Federal regulations, 7 CFR Part 278, §278.6. The length of such disqualification will correspond to the period for which the vendor would otherwise have been disqualified in the Supplemental Nutrition Assistance Program (SNAP). A vendor may request for an administrative review of a WIC disqualification based on a Supplemental Nutrition Assistance Program (SNAP) civil money penalty in lieu of disqualification due to participant hardship in the SNAP.

The WIC Program will provide the vendor a written warning of the initial occurrence of a violation that requires a pattern of occurrences before imposing a sanction unless the WIC Program determines that notifying the vendor would compromise an investigation.

3. Administrative Reviews. The WIC Program provides the vendor administrative reviews of sanctions imposed as set forth in the administrative review procedures and pursuant to Federal regulations, 7 CFR Part 246, §246.18.

4. Installment Plans for Civil Money Penalties (CMP) and Fines. The payment of civil money penalties and fines will be as follows.

◆ One lump sum payment which must be received by the WIC Program on or before the date the disqualification/suspension was to be effective; or

◆ By three (3) equal monthly installments with the first payment due on the date the disqualification/suspension was to be effective. The second payment shall be due within 30 days after the first installment due date, and the third (final) payment shall be due within 30 days after the second installment due date.

5. Failure to Pay a Civil Money Penalty or Fine. If a vendor does not pay, only partially pays, or fails to timely pay a fine or a civil money penalty assessed in lieu of disqualification/suspension, the WIC Program will disqualify/suspend the vendor for the length of the disqualification/suspension corresponding to the violation for which the civil money penalty/fine was assessed (for a period corresponding to the most serious violation in cases where a mandatory sanction included the imposition of multiple civil money penalties as a result of a single investigation).

In the case of a disqualification/suspension for non-payment, partial payment, or failure to timely pay a CMP/fine, the vendor will not be entitled to recoup any civil money penalties or fines remitted to that point.

6. Actions in Addition to Sanctions. The vendor may be subject to actions in addition to the sanctions in Sections III.B.1. and III.B.2. of this agreement, such as claims for improper or overcharged food instruments and cash value vouchers and the penalties set forth in Section III.D. in this agreement and Federal regulations, 7 CFR Part 246, §246.23, in the case of deliberate fraud.

7. Participant Access Determination Criteria. When making participant access determinations, the WIC Program will consider the availability of other authorized vendors in the same area as the violative vendor and any geographic barriers to using such vendors. The following is the Guam WIC Program's participant access determination criteria: (1) Does any participant or authorized parent/caretaker of an infant or child participant have to travel an amount greater than or equal to 15 miles to the next authorized vendor; and (2) Is there any permanent damage to a bridge or main road which prohibits participants or authorized parents/caretakers of infant or child participants from accessing the next WIC authorized vendor in the same region, and if so, is there an alternative road of travel existing on the island for participants to access the next WIC vendor in the same region. Both criteria must be answered in determining inadequate participant access. Further, in the second criteria, if the answer should be that "yes" an alternative road of travel exists to access the next WIC vendor, then inadequate participant access is not met.

8. Termination of Agreement. The WIC Program will terminate this vendor agreement when the vendor is disqualified.

C. ADMINISTRATIVE REVIEWS (APPEALS)

Pursuant to Federal regulations in 7 CFR Part 246, §246.18, a vendor is provided administrative reviews of sanctions imposed for program violations. The following are the adverse actions a vendor may appeal and those adverse actions that are not subject to administrative review.

(1) Adverse actions subject to full administrative reviews. The vendor will be provided full administrative review for appeal for the following adverse actions taken against the vendor: (a) Denial of authorization based on the vendor selection criteria for competitive price or for minimum variety and quantity of authorized supplemental foods, or on a determination that the vendor is attempting to circumvent a sanction; (b) Termination of an agreement for cause; (c) Disqualification/Suspension; (d) Imposition of a fine or civil money penalty in lieu of Disqualification; and (e) Denial or termination of authorization due to State determination that vendor is likely to be an above-50-percent vendor.

(2) Adverse actions subject to abbreviated administrative reviews. The vendor will be provided abbreviated administrative review for appeal for the following adverse actions taken against the vendor: (a) Denial of authorization based on the vendor selection criteria for business integrity or for a current Supplemental Nutrition Assistance Program (SNAP) disqualification or civil money penalty for hardship; (b) Denial of authorization based on a State agency-established vendor selection criterion if the basis of the denial is a WIC vendor sanction or a Supplemental Nutrition Assistance Program (SNAP) withdrawal of authorization or disqualification; (c) Denial of authorization based on the State agency's vendor limiting criteria; (d) Denial of authorization because a vendor submitted its application outside the time-frames during which applications are being accepted and processed as established by the State agency; (e) Termination of an agreement because of a change in ownership or location or cessation of operations; (f) Disqualification based on a trafficking conviction; (g) Disqualification based on the imposition of a Supplemental Nutrition Assistance Program (SNAP) civil money penalty for hardship; (h) Disqualification or a civil money penalty imposed in lieu of disqualification based on a mandatory sanction imposed by another WIC State agency; and (i) imposition of a civil money penalty in lieu of disqualification for Supplemental Nutrition Assistance Program (SNAP) disqualification.

(3) Adverse actions not subject to administrative review. The vendor will not be provided administrative review for appeal for the following adverse actions taken against the vendor: (a) The validity or appropriateness of the State agency's vendor limiting or selection criteria; (b) The validity or appropriateness of the State agency's vendor peer group criteria and the criteria used to identify vendors that are above-50-percent vendors or comparable to above-50-percent vendors; (c) The validity or appropriateness of the State agency's participant access criteria and the State agency's participant access determinations; (d) The State agency's determination whether a 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; (e) Denial of authorization if the State agency's vendor authorization is subject to the procurement procedures applicable to the State agency; (f) The expiration of a vendor's agreement; (g) Disputes regarding WIC FOOD BENEFITS payments and vendor claims (other than the opportunity to justify or correct a vendor overcharge or other error); (h) Disqualification of a vendor as a result of disqualification from the Supplemental Nutrition Assistance Program (SNAP); (i) The validity or appropriateness of the State's prohibition of incentive items and the State's denial of an above-50% vendor's request to provide an incentive item to customers pursuant to 246.12(h)(8); (j) The State agency's determination to include or exclude an infant formula manufacturer, wholesaler, distributor, or retailer from the list required pursuant to subsection ((246.12(g)(11)); and (k) The State agency's determination whether to notify a vendor in writing when an investigation reveals an initial violation for which a pattern of violations must be established in order to impose a sanction pursuant to subsection 246.12(1)(3).

Effective Date of Adverse Actions. The WIC Program will make denials of authorization and permanent disqualification action based on a vendor's conviction for trafficking in WIC FOOD BENEFITS or selling firearms, ammunition, explosives, or controlled substances in exchange for WIC FOOD BENEFITS effective on the date of receipt of the notice of adverse action. All other adverse actions will be made effective no earlier than fifteen (15) days from the date of receipt of the notice of the adverse action and no later than 90 days from the date of receipt of the notice of adverse action. In the case of an adverse action that is subject to administrative review, the effective date will be no later than the date the vendor receives the review decision.

Administrative Review Procedures. A copy of the WIC Program's administrative review procedures is available upon request by the WIC vendor. In addition, the applicable review procedures will be provided along with an adverse action subject to administrative review.

D. CRIMINAL PENALTIES

A vendor who commits fraud or abuse in the WIC Program is liable to prosecution under applicable Federal, State or local laws. Those who have willfully misapplied, stolen, or fraudulently obtained program funds will be subject to a fine of not more than \$25,000 or imprisonment for not more than five (5) years or both, if the value of the funds is \$100 or more. If the value is less than \$100, the penalties are a fine of not more than \$1,000 or imprisonment for not more than one (1) year or both.

E. TERMINATION

The WIC Program will terminate this agreement for the following: (a) If the WIC Program determines that the vendor has provided false information in connection with its application for authorization; (b) Instances of any change in vendor ownership, store location, or cessation of operations; (c) If the WIC Program identifies a conflict of interest between the vendor and the Program as defined by applicable State/local laws, regulations, and policies; (d) If the vendor fails to meet the current vendor selection criteria; (e) When the vendor is disqualified; (f) When the vendor fails to provide required documentation of the vendor's total annual food sales

(Supplemental Nutrition Assistance Program (SNAP) eligible food sales) amount; (g) For providing false information regarding the store's annual food sales amount as required; (h) For the vendor's failure to remain price competitive even if actual payments to the vendor are within the maximum reimbursement amount.

This agreement may be terminated for cause by either the WIC Program or the vendor after providing advance written notice of a period of not less than 15 calendar days of such termination to the other party, or may be terminated without cause after providing advance written notice of a period of not less than 30 calendar days of such termination to the other party.

F. UNAUTHORIZED USE OF WIC LOGO AND/OR WIC ACRONYM

The United States Department of Agriculture has registered and trademarked the acronym "WIC" and the WIC logo, (referred to as "service marks" and use of them including close facsimiles thereof, in total or in part, is reserved for the official use of the WIC Program.

The WIC food vendor is not permitted to use either the acronym "WIC" or the WIC logo including close facsimiles thereof, in total or in part, either in the official name in which the vendor is registered or in the name under which it does business if different. Further, a vendor is not permitted to use the WIC logo in advertisement or other promotional materials. The WIC acronym may be used in advertising to indicate its acceptance of WIC benefits with prior specific written authorization from the Guam WIC Program, but the vendor is not permitted to use the service marks on stickers, tags, and labels of WIC-approved products.

The Guam WIC Program requires all authorized WIC vendors to post in the store, in a place conspicuously visible to the public, at least one WIC sign provided by the WIC Program that identifies the store as an authorized WIC food vendor. The vendor will also attach on the shelves channel strips or shelf-talkers provided by the WIC Program stating "WIC-approved" or "WIC-eligible" to identify authorized WIC foods. Vendors may only use those signs and shelf-talkers provided by the Guam WIC Program.

Any person who uses the acronym "WIC" or the WIC logo in an unauthorized manner, including close facsimiles thereof, in total or in part, may be subject to injunction and the payment of damages.

G. TERM

This vendor participation agreement is for a term of three fiscal years or portions thereof, effective on the date the Governor of Guam last signs the agreement, or October 1, 2021, whichever is later, through September 30, 2024.

H. CONTINGENCY

This agreement is contingent upon the continued operation of the WIC Program by the State agency and the availability of federal funds. In the event of discontinuance of the WIC Program by the State agency or the unavailability of federal funds, State agency shall promptly notify vendor of the same in writing, and vendor shall, if so directed, immediately cease accepting WIC FOOD BENEFITS. The State agency shall not be liable for any WIC FOOD BENEFITS accepted by vendor following such notice by the State agency.

I. WHOLE AGREEMENT

This agreement constitutes the whole agreement of the parties, superseding and replacing any and all previous communications, representations or agreements, whether oral or written, by and between the parties, except that all applicable federal laws pertaining to the WIC Program shall be considered a part of this agreement.

J. CHANGES

Any modifications to this agreement must be in writing and signed by the parties and shall be effective only upon the signature of the Governor of Guam.

K. SEVERABLE PROVISIONS

If any provision of this agreement is deemed invalid by a court of law, then such provision shall be stricken from this agreement, and the agreement shall be enforced according to its valid remaining terms.

L. GOVERNING LAW

The validity of this agreement shall be determined according to Guam law, to the extent that it is not inconsistent with applicable Federal laws.

Covenant Against Contingent Fees

Vendor represents and warrants that no person or entity has been employed or retained to solicit or secure this vendor participation agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this representation and warranty, the WIC Program shall have the right to annul this vendor participation agreement without liability or, in its discretion, to offset against amounts it owes vendor under this vendor participation agreement or otherwise recover from vendor the full amount of such commission, percentage, brokerage, or contingent fee, and to seek any other legal remedies available to it as a result of such breach.

Suspension and Debarment

Vendor represents that neither it nor any of its principals has been debarred, suspended or determined ineligible to participate in federal assistance awards or contracts as defined in

regulations implementing Office of Management and Budget Guidelines on Government wide Debarment and Suspension (Nonprocurement) in Executive Order 12549. Vendor further agrees that it will notify the WIC Program immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

Prohibition Against Employment of Sex Offenders

Vendor warrants that no person providing services on behalf of the vendor who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28 Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry shall work for his employer on the property of the government of Guam other than a public highway; and that if any person providing services on behalf of the vendor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense that as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, the employee will be immediately removed from working on the property of the government of Guam and that the WIC Program be informed of such within twenty-four (24) hours of such conviction. Vendor, after notice from the WIC Program of a violation of this provision, shall, within twenty-four (24) hours, take corrective action and shall report such action to the WIC Program. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the WIC Program.

Program Fraud and False or Fraudulent Statements or Related Acts

Vendor acknowledges that under Guam law, 5 G.C.A. Chapter 37 False Claims and Whistleblower Act applies to vendor's actions pertaining to this vendor participation agreement. P.L. 116-34 Chapter III Section 20 (lapsed into law 8-24-18); codified at 5 G.C.A. Chapter 37.

M. DEFINITIONS (7CFR 246.2)

Cash Value Voucher (CVV) means a fixed-dollar amount check, voucher, electronic benefit transfer (EBT) card or other document which is used by a participant to obtain authorized fruits and vegetables.

Compliance Buy means a covert, on-site investigation in which a representative of the Program poses as a participant, parent or caretaker of an infant or child participant, or proxy, transacts one or more food instruments (FIs) and cash value vouchers or CVVs, and does not reveal during the visit that he or she is a program representative.

Electronic Benefits Transfer (EBT) - means a method that permits electronic access to WIC PAPER benefits using a card or other access device approved by the Secretary (Dept. of Agriculture).

eWIC – Refers to Electronic Benefits Transfer (EBT) of WIC food benefits (including cash value benefits) that are loaded onto an Electronic Benefit card.

EBT Capable - shall mean the WIC vendor demonstrates that their cash register system or payment device can accurately and securely obtain WIC PAPER balances associated with an EBT card, maintain the necessary files such as the authorized product list, hot card file and claim file and successfully complete WIC EBT purchases.

Farmer means an individual authorized by the State agency to sell eligible fruits and vegetables to participants at a farmers' market or roadside stands. Individuals who exclusively sell produce grown by someone else, such as wholesale distributors, cannot be authorized.

Food instruments and cash value vouchers means a voucher, check, electronic benefits transfer card (BET), coupon or other document which is used by a participant to obtain supplemental foods.

Employee Fraud and Abuse means the intentional conduct of a State, local agency or clinic employee which violates program regulations, policies, or procedures, including, but not limited to, misappropriating or altering FIs or CVVs, entering false or misleading information in case records, or creating case records for fictitious participants.

Participants means pregnant women, breastfeeding women, postpartum women, infants and children who are receiving supplemental foods or FIs or CVVs under the program, and the breastfed infants of participant breastfeeding women.

Participant Violation means any intentional action of a participant, parent or caretaker of an infant or child participant, or proxy that violates Federal or State statutes, regulations, policies, or procedures governing the Program. Participant violations include intentionally making false or misleading statements or intentionally misrepresenting, concealing, or withholding facts to obtain benefits; exchanging CVVs, FIs or supplemental foods for cash, credit, non-food items, or unauthorized food items, including supplemental foods in excess of those listed on the participant's FI; threatening to harm or physically harming clinic, **farmer** or vendor staff; and dual participation.


"Pattern" is defined as 2 occurrences of the same violation within a 12-month period.

Proxy means any person designated by a woman participant, or by a parent or caretaker of an infant or child participant, to obtain and transact FIs or CVVs or to obtain supplemental foods on behalf of a participant. The proxy must be designated consistent with the State agency's procedures established pursuant to § 246.12(r)(1). Parents or caretakers applying on behalf of child and infant participants are not proxies.

"Food instruments and cash value vouchers" is hereby replaced with "**WIC PAPER BENEFITS**" and with the following definition:

WIC FOOD BENEFITS - means a voucher, check, electronic benefits transfer card (EBT), coupon or other document which is used by a participant to obtain supplemental foods.


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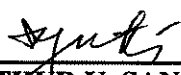
21-0479 

IN WITNESS WHEREOF, the parties sign below:

VENDOR CERTIFIES THAT THE PERSON
SIGNING THIS AGREEMENT HAS THE
LEGAL AUTHORITY TO BIND VENDOR.

GOVERNMENT OF GUAM


KATHY CALVO
President/Chairwoman
Pay-Less Markets, Inc., dba: Pay-Less Sumay


ARTHUR U. SAN AGUSTIN, MHR
Director, Department of Public Health and
Social Services

Date: 7/23/2021

Date: AUG 04 2021

CERTIFIED FUNDS AVAILABLE:

Not applicable
TOMMY C. TAITAGUE
Administrative Services Officer
Department of Public Health and Social
Services


Date: Not applicable

APPROVED:

Not applicable
LESTER L. CARLSON, JR.
Director, Bureau of Budget and
Management Research

Date: _____

APPROVED AS TO LEGALITY AND FORM:


LEEVIN TAITANO CAMACHO
Attorney General of Guam
Office of the Attorney General


Date: 8/16/21

DPHSS 21-0479

APPROVED:


LOURDES A. LEON GUERRERO
Governor of Guam

Date: 8/31/2021

RECEIVED
08.10.21 
OFFICE OF THE ATTORNEY GENERAL
SOLICITOR GENERAL

VENDOR PARTICIPATION AGREEMENT
Between
GUAM SPECIAL SUPPLEMENTAL NUTRITION PROGRAM
FOR WOMEN, INFANTS AND CHILDREN (WIC Program)
of the Department of Public Health and Social Services
and
Pay-Less Markets, Inc., dba: Pay-Less Yigo

This vendor participation agreement is made and entered by and between the Guam Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program) of the Department of Public Health and Social Services (DPHSS), government of Guam (herein referred to as State agency), *and Pay-Less Markets, Inc., dba: Pay-Less Yigo* (herein referred to as Vendor), for the provision of supplemental foods to participants or authorized parents/caretakers of infant and child participants in the WIC Program.

WHEREAS, State agency has entered into a written agreement with the Food and Nutrition Service of the U.S. Department of Agriculture (USDA) for administering within the island of Guam the Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program) authorized by Section 17 of the Child Nutrition Act of 1966, as amended. The purpose of the WIC Program is to provide at no cost supplemental foods and nutrition education to low-income pregnant, postpartum, and breastfeeding women, infants and children who satisfy eligibility requirements of the program; and

WHEREAS, State agency is responsible for the design, management, and accountability of the food delivery system under its jurisdiction in accordance with Federal regulations in 7 CFR Part 246, and any amendments thereto. The State agency operates a retail food delivery system in which participants or authorized parents/caretakers of infant and child participants obtain authorized supplemental foods by submitting WIC FOOD BENEFITS to an authorized vendor;

WHEREAS, State agency desires to enter into agreements with retail stores meeting criteria specified by the State agency in order to allow WIC participants or authorized parents/caretakers of infant and child participants to obtain authorized supplemental foods; and

WHEREAS, Vendor desires to become an authorized WIC vendor for the provision of supplemental foods to WIC participants and has applied and has been selected; and

NOW, THEREFORE, State agency and vendor hereby agree that vendor shall become an authorized WIC vendor subject to applicable laws and the terms and conditions stated herein below.

SECTION I. VENDOR AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

A. WITH REGARD TO THE WIC PROGRAM GENERALLY, VENDOR AGREES:

1. To comply with this vendor agreement and the below Federal and State statutes, regulations, policies, and procedures governing the WIC Program, including any changes made during the agreement period.

- 7CFR Part 246 at <https://www.fns.usda.gov/part-246>; <https://www.ecfr.gov> (Title 7, 246);

- WIC Electronic Benefit Transfer provisions - <https://www.federalregister.gov>;
<https://www.ecfr.gov> (Title 7, Subtitle B, Chapter II, Subchapter A, Part 246);

- 7 CFR., Part 246, the FNS Operating Rules for Women, Infants and Children Electronic Benefits Transfer, dated September 2014 at <https://www.fns.usda.gov/wic/wic-ebt-operating-rules-technical-implementation-guide>; <https://www.ecfr.gov> (Title 7, Subtitle B, Chapter II, Subchapter A, Part 246);

- Federal Civil Penalties Inflation Adjustment Improvements Acts of 2015 at 7 CFR 3.91(b)(3)(v) and 7 CFR 246.12(l)(1)(x); WIC Policy Memorandum: #2021-2 (WIC Civil Monetary Penalty (CMP) Inflation Adjustment for 2020); <https://www.ecfr.gov> (Title 15, Subtitle A, Part 6 and Title 7, Subtitle B, Chapter II, Subchapter A, Part 246).

**** USDA FNS WIC for purposes of guidance and clarity only, has provided a USDA Food and Nutrition Service Vendor Management and Food Delivery Handbook-
<https://www.fns.usda.gov/wic/vendor-management-and-food-delivery-handbook>. This is not part of the terms and conditions of this vendor participation agreement however it is a useful reference tool for both the WIC Program and vendor as to the above statutory and regulatory requirements.

2. To comply with the nondiscrimination provisions of U.S. Department of Agriculture regulations (7 CFR Parts 15, 15a and 15b) and the requirements of Title VI of the Civil Rights Act of 1964, including provisions of the Americans with Disabilities Act of 1990 and its amendments. The vendor must ensure that no person on the grounds of race, color, national origin, age, sex or disability is denied access or service to vendors' place of business or be otherwise subjected to discrimination.

3. To comply with the current vendor selection and authorization criteria, including any changes to the criteria, throughout the agreement period. A copy of the criteria is available in the vendor application packet issued during the open enrollment period for vendor applications, handouts at interactive vendor training sessions, or in the State Plan of the Guam WIC Program.

4. To offer program participants and authorized parents/caretakers of infant or child participants the same courtesies offered to other customers.

5. Not to identify WIC participants or authorized parents/caretakers of infant or child participants from other customers, not to establish a separate checkout line for WIC participants, and not to post signs in express lines which indicate that WIC FOOD BENEFITS are not allowed

6. To permit WIC participants or authorized parents/caretakers of infant and child participants to obtain supplemental foods with WIC FOOD BENEFITS without making other cash purchases.

7. To ensure at least one representative of the vendor participates in training provided annually by the WIC Program in a variety of formats including newsletters, videos, or interactive training.

8. To inform and train cashiers and other appropriate vendor employees regarding WIC authorized supplemental foods and Program requirements and procedures; and to provide copies of the current Guam WIC Program Approved Foods list to the cashiers for reference at each checkout register.

9. To be accountable for the actions of its owners, officers, managers, agents, and employees who commit vendor violations.

10. To maintain business integrity and ensure current owners, officers, or managers have no felony convictions or civil judgments entered against them for any activity indicating a lack of business integrity. Activities indicating a lack of business integrity include, but are not limited to: fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, and obstruction of justice. The vendor must inform the WIC Program immediately if such instance occurs.

11. To inform the WIC Program if the vendor is under investigation by the USDA Supplemental Nutrition Assistance Program (SNAP).

12. To allow reasonable access to the establishment for Federal and WIC Program representatives to review and monitor the vendor for compliance with program requirements, and to cooperate with Federal and WIC Program representatives during a monitoring visit.

13. To take necessary remedial action within the established timeframe on any problem(s) noted during an on-site routine monitoring visit by the WIC Program.

14. To maintain and retain, for a period of not less than three (3) years, inventory records used for Federal tax reporting purposes and other records including invoices of WIC and non-WIC foods, purchase records, shelf price records, and gross sales receipts. Upon request, the vendor must make readily available and provide to representatives of the WIC Program, the U.S. Department of Agriculture, and the Comptroller General of the United States, at any reasonable time and place for inspection and audit, all WIC FOOD BENEFITS in the vendor's possession and all program-related records relevant to the performance of this agreement. In addition, the vendor must maintain and provide the Guam WIC Program upon request acceptable documentation of annual total food sales revenue (Supplemental Nutrition Assistance Program (SNAP) eligible food sales), as well as invoices and receipts showing the source of infant formula purchases.

15. To notify the WIC Program of any change in vendor ownership, store location, or cessation of operations. This vendor agreement will be terminated in such instances. The notification must be in writing and provided not less than 30 calendar days in advance of the effective date of the change in ownership or cessation of operation. A change in business structure constitutes a change in ownership, and when the vendor's operation moves one (1) mile or more, it constitutes a change in store location.

16. To provide the WIC Program with the vendor's bank/financial institution information for WIC food instrument and cash value voucher processing and redemption including, but not limited to: the name, branch, and account number. The vendor shall notify the WIC Program in writing of any changes in the bank/financial institution information not less than 30 calendar days before the change takes place.
17. To accept full responsibility for any fees charged by the vendor's financial institution and the WIC Program's financial institution due to nonpayment and return of improperly transacted WIC FOOD BENEFITS that exceed the price limitation applicable to the vendor.
18. To pay any claim assessed by the WIC Program within 30 days of receipt of such claims for any vendor overcharges or other errors in food instruments or cash value vouchers transacted and redeemed.
19. Not to charge participants or authorized parents/caretakers of infant and child participants for authorized supplemental foods obtained with WIC FOOD BENEFITS. In addition, the vendor may not contact and seek restitution from these individuals for WIC FOOD BENEFITS not paid or partially paid by the WIC Program.
20. In addition to claims collection, the vendor may be sanctioned for program violations in accordance with Federal regulations, 7 CFR Part 246, §246.12, and the vendor sanction schedule in this agreement.
21. To have no obligation and no entitlement to renew this agreement at the time of expiration or termination.
22. To reapply for authorization during the open enrollment period for vendor applications, if the vendor wishes to be authorized beyond the period of its current agreement. Information in the vendor application must be true and complete. This vendor agreement does not constitute a license or a property interest. If the vendor is disqualified, the WIC Program will terminate this agreement, and the vendor will have to reapply, during the open enrollment period, in order to be authorized after the disqualification period is over. In all cases, the vendor's new application is subject to the vendor selection criteria and any vendor limiting criteria in effect at the time of reapplication.
23. To provide the WIC Program with the current shelf prices of WIC approved supplemental foods by accurately completing the program's food price list form at the time of initial application, reapplication, semi-annually, or upon request (submit by the date specified by the WIC Program).
24. To notify the WIC Program in writing (acceptable by fax transmittal with vendor representative's signature) of any permanent changes in the vendor's semi-annual food price list, specifically, any additions, deletions, or price changes in WIC foods. Notification must be made within ten (10) calendar days prior to the effective date of the change. Notification is not required of promotional sales in WIC foods for a limited time period.
25. To display the shelf price of authorized supplemental foods either on the items, on the shelves in proximity to the foods, or in the immediate area where the foods are kept (customer area of the store). The

vendor must prominently display the shelf price of supplemental foods in clear view of customers and in a way that clearly identifies the price with the specific food item.

26. To post in the store, in a place conspicuously visible to the public, at least one WIC sign provided by the WIC Program that identifies the store as an authorized WIC food vendor. The vendor will also attach on the shelves channel strips or shelf-talkers provided by the WIC Program stating "WIC-approved" or "WIC-eligible" to identify authorized WIC foods. Vendors may only post WIC signs and WIC shelf-talkers provided by the Guam WIC Program.

27. To remove and not sell to WIC participants authorized supplemental foods that have exceeded the manufacturer's expiration date, "sell by," "best if used by," or some other date limiting the sale or use of the food item.

28. To maintain the store premises in good sanitary condition, grade "A" rating at all times.

29. To maintain mechanically refrigerated containers at a temperature of 45° Fahrenheit or below. (Mechanical refrigeration is required.)

30. To notify the WIC Program by telephone and in writing (acceptable by fax transmittal) when the store's sanitary inspection rating is below a grade "A." The vendor must notify the WIC Program no later than the next work day of the WIC Program following the date of the change in rating.

31. To provide translation of all WIC materials if the vendor and its staff are not fluent in English. The vendor must provide a translator for on-site monitoring visits and vendor training sessions conducted by the WIC Program to ensure that vendor's employees understand WIC regulations, policies, and procedures.

32. To provide the WIC Program each year (by July 31) the current business license and sanitary permit with the proper endorsements during the term of this agreement.

33. To maintain store hours of operation at least 6 days per week, 9 hours per day including the hours of 9:00 a.m. to 6:00 p.m.

34. Not to permit any person or persons employed by or associated with the WIC Program to acquire or retain any interest in or relationship with the vendor which might lead to a conflict of interest as defined by applicable State/local laws, regulations and policies. Conflict of interest between the vendor and the WIC Program is prohibited.

35. To provide authorized supplemental foods to participants and authorized parents/caretakers of infant and child participants at the following fixed, permanent location only: **Guam WIC Authorized Vendor**. No other entry.

36. When requested by the WIC Program, on a case by case basis, the vendor may provide special-order infant formula or other medically prescribed foods to certain participants or authorized

parents/caretakers of infant or child participants in addition to the minimum variety and quantity of authorized WIC supplemental foods in this agreement.

37. During times of natural disasters or emergency circumstances, vendor may be required to provide certain WIC supplemental foods in smaller sizes and ready to use form. The WIC Program will inform the vendor on the sizes and forms of the specific WIC supplemental foods required in such circumstances.

38. To purchase infant formula only from the sources on the Guam WIC Program's restricted list of infant formula distributors licensed under Guam law/regulation, and infant formula manufacturers registered with the U.S. Food and Drug Administration. The list of authorized sources includes an infant formula distributor licensed and listed in the California WIC Program's infant formula authorized sources. This applies to primary contract brand and non-contract brand infant formula approved by the Guam WIC Program.

39. The Guam WIC Program wholly disallows (WIC) vendors (regular or above 50 percent) from offering incentive items solely to WIC participants. Section 246.12 (h) (3) (iii) of the Federal WIC regulations requires vendors to offer Program participants the same courtesies that are offered to non-WIC customers. Therefore, a WIC-authorized vendor may not treat WIC customers differently by offering incentive items that are not offered to non-WIC customers. Incentive items include, but are not limited to, cash prizes, lottery tickets, transportation, sales/specials (e.g., buy one-get-one free, free additional ounces, etc.) and other free food or merchandise. Anything made available in a public area as a complimentary gift which may be consumed or taken without charge is a prohibited incentive item ((246.12(g)(3)(iv)(B)(4)). Minimal customary courtesies of the retail food trade, such as bagging supplemental food for the participant and assisting the participant with loading the supplemental food into his/her automobile are exceptions.

40. To maintain and stock the required minimum variety and quantity of WIC supplemental foods, on the shelves at all times in the shopping areas of the store for WIC participants and authorized parents/caretakers of infant and child participants to obtain, as follows:

(Remainder of page intentionally left blank. GUAM WIC Minimum Variety and Quantity Requirements (and Exclusions) of WIC Authorized Foods follows on next page).

GUAM WIC Minimum Variety and Quantity Requirements (and Exclusions) of WIC Authorized Foods			
Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements	Exclusions
<p>MILK</p> <p>FLUID MILK (Chilled or Shelf Stable)</p> <ul style="list-style-type: none"> * DEVONDALE (Whole, 1% (Low Fat) or non-fat) <ul style="list-style-type: none"> - Gallon - shelf stable - Quart - shelf stable * FOREMOST (Whole, 1% (Low Fat), or non-fat) <ul style="list-style-type: none"> - Quart - shelf stable - Gallon - shelf stable * DARIGOLD (Whole, 1% (Low Fat), or non-fat) <ul style="list-style-type: none"> - 1/2 gallon - chilled * CALIFORNIA SUNSHINE (Whole, 1% (Low Fat) or non-fat) - 1/2 gallon - chilled * REAL FRESH (Whole, or 1% (Low at) - Quart - shelf stable - 8 fl. oz. (Only if specified on WIC food benefits) * HERSHEY'S (Whole, 1% (Low Fat), or non-fat) <ul style="list-style-type: none"> - Quart - shelf stable - Gallon - shelf stable * ANCHOR (Whole or non-fat) <ul style="list-style-type: none"> - Gallon - shelf stable - Quart - shelf stable * DARIGOLD Lactose free or LACTAID (Reduced lactose milk, whole, 1% (Low Fat) or 	<p>Fluid (Chilled or shelf stable) milk must be available</p>	<p>FLUID MILK</p> <p>1. <u>Chilled Milk</u></p> <ul style="list-style-type: none"> - Total of seven (7) gallons of whole, 1% Low Fat or non-fat chilled or UHT milk; and a Total of twelve (12) half-gallons Whole (4), 1% Low Fat (4), or non-fat (4) chilled milk. <p>2. <u>Shelf Stable Milk</u></p> <ul style="list-style-type: none"> - Total of thirty-six (36) quarts of whole (12), 1% Low Fat (12), or non-fat (12) shelf stable milk 	<ul style="list-style-type: none"> - Non-approved brands - Flavored milk - Filled milk - Pint size - Raw (unpasteurized) Milk - Non-dairy substitutes - Sweetened condensed milk - Buttermilk - Goat's milk - Organic milk - Evaporated milk - Whole milk only for children 12 to 23 months - 8 fl. oz. - shelf stable (Only if specified on WIC food benefits) - 1% (Low Fat), or non-fat milk only for women and children 24 months and up <p>Note: Skim Milk is the same as non-fat milk; 2 % Milk only allowed if specified on WIC food benefits</p>

<p>non-fat). (Only if specified on WIC food benefits) - ½ gallon – chilled</p>			
<p><u>MILK (Cont'd)</u> * DRY POWDERED MILK - Nestle Carnation - Dry powdered milk (9.6 oz); - Goat's milk – whole milk, 12 oz.; * Only if specified on WIC food benefits;</p>	<p>None.</p>	<p>None.</p>	<p>None.</p>
<p>* EVAPORATED MILK (12 oz. can) - Nestle Carnation - Western Family - Essential Everyday - Goat's milk – whole milk, 12 oz.; * Only if specified on WIC food benefits</p>	<p>No condensed milk.</p>	<p>None.</p>	<p>None.</p>
<p><u>TOFU</u> - 16 oz. block; - water packed; - Any texture (soft, medium firm, firm, or extra firm); - Calcium-set only; - SunSoy (firm); - Azumaya (firm and extra firm);</p>	<p>Magnesium set tofu.</p>	<p>A total of 2 lbs.</p>	<p>None.</p>
<p><u>CHEESE</u> - 16 oz. block or 8 oz. blocks (only if specified on WIC food benefits) - Any brand of the following: - Cheddar - Mozzarella</p>	<p>At least two (2) varieties must be available</p>	<p>Total of 10 pounds of regular cheese block)</p>	<p>- Cheese food - Cheese spread - Cream cheese or Parmesan cheese - Pasteurized process cheese - Deli purchases</p>

<ul style="list-style-type: none"> - Monterey Jack - Colby - Colby Jack - Swiss - Cheese blends of the above are also approved - Mozzarella string style (only 16 oz. package) 			<ul style="list-style-type: none"> - Extra Sharp (Cheddar) cheese - Organic cheese - Diced, grated, sliced, or shredded cheese - Cheese with added hot peppers or spices
<p><u>EGGS</u></p> <ul style="list-style-type: none"> - U.S. grade A or AA - Any brand - One (1) dozen white or brown eggs - Small, medium, or large size 	<ul style="list-style-type: none"> - Small, medium, or large size 	<p>Four (4) dozens</p>	<ul style="list-style-type: none"> - Extra-large or jumbo size - Powdered or liquid eggs - Egg substitutes - Specialty eggs such as organic, etc.
<p><u>YOGURT</u></p> <ul style="list-style-type: none"> - 32 oz. (Plain Quart size only) - Only if specified on WIC food benefits <p>Any of the following brands:</p> <ul style="list-style-type: none"> - Brown Cow - Mountain High - Nancy's - Western Family - Stoney Field - Essential Everyday - Chobani (Plain Non-Fat Greek) 	<ul style="list-style-type: none"> - Yogurt must be available. 	<p>Total of three (3) quarts of yogurt.</p>	<ul style="list-style-type: none"> - Flavored not allowed - Only 1% (Low Fat) or non-fat yogurt allowed for children over 2 years of age and women - Only whole fat yogurt allowed for children less than 2 years of age - No other ingredients i.e. granola, honey, or fruit - Only if specified on WIC food benefits

GUAM WIC Minimum Variety and Quantity Requirements (and Exclusions) of WIC Authorized Foods			
Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements	Exclusions

<p>JUICE</p> <p>1. <u>Frozen Juice</u></p> <ul style="list-style-type: none"> * 100% Juice, greater than or equal to 120% Vitamin C. No minimum Vitamin C requirement on citrus juices (i.e. orange and grapefruit juices); * Added calcium & Vitamin D allowed * 11.5 to 16 fl. oz. concentrate - Apple juice (Seneca Red, Springfield, Western Family, IGA, Treetop, Old Orchard) - Grape juice (Welch's, Western Family, Old Orchard) — - Pineapple juice (Dole) - Orange juice (any brand) - Grapefruit juice (any brand) <p>2. <u>Shelf Stable</u></p> <ul style="list-style-type: none"> * 100% Juice, greater than or equal to 120% Vitamin C. No minimum Vitamin C requirement on citrus juices (i.e. orange and grapefruit juices); * Added calcium & Vitamin D allowed * 64 and 46 fl. oz. container - Apple juice (W/F, Langers, Motts, Treetop, IGA, Hansen's, Seneca Red, Ruby Kist, Juicy Juice (Nestle), Springfield) - Grape juice (Welch's (concord grapes), 	<p>1. <u>Frozen Juice</u></p> <ul style="list-style-type: none"> - At least two (2) varieties must be available. Orange Juice must be available; <p>2. <u>Shelf Stable</u></p> <ul style="list-style-type: none"> - At least three (3) varieties must be available. Orange Juice must be available. 	<p>1. <u>Frozen Juice</u></p> <ul style="list-style-type: none"> - Total of twelve (12) containers. At least four (4) must be Orange Juice. <p>2. <u>Shelf Stable</u></p> <ul style="list-style-type: none"> - Total of twelve (12) containers. At least four (4) must be Orange Juice. 	<p>1. <u>Frozen Juice</u></p> <ul style="list-style-type: none"> - Fruit Punch - Juice drinks - Mixed juices unless noted - Other brands unless approved by the Guam WIC Program - Juice items that do not state "100 % Juice & 120% Vitamin C" - Organic juice - Sugar added - Other flavors, types, or sizes <p>2. <u>Shelf Stable</u></p> <ul style="list-style-type: none"> - Fruit Punch - Juice drinks - Mixed juices unless noted - Other brands unless approved by the Guam WIC Program - Juice items that do not state "100 % Juice & 120% Vitamin C" (Except for citrus juices, no minimum Vitamin C requirement) - Organic juice - Sugar added - Other flavors, types, or sizes
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<p>IGA & Welch's (Red or White Grape), Welch's Grape, W/F, Hansen's, Langers, Ruby Kist, Donald Duck, Juicy Juice (Nestle), Springfield)</p> <p>- Grapefruit juice (Flavorite, W/F, Ruby Kist, Donald Duck) – No minimum Vitamin C requirement;</p> <p>- Vegetable juice (V8, W/F, IGA, Springfield.)</p> <p>- Pineapple juice (W/F, IGA, Langers, Dole, Hansen's, Springfield);</p> <p>- Tomato juice (Campbell's, IGA, W/F, Red Gold);</p> <p>- Orange juice (Flavorite, Tropicana, Hansen's, Ruby Kist, W/F, Texsun, Cal- Maid, Langers) - No minimum Vitamin C Requirement;</p> <p>* Up to 7 fl. oz. -Only if specified on WIC food benefits</p>			
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GUAM WIC Minimum Variety and Quantity Requirements (and Exclusions) of WIC Authorized Foods			
Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements	Exclusions
<p>CEREAL</p> <p>- Meets USDA requirement of 28 mg iron/100 g dry cereal, less than 21g Sugar/100gm cereal and has an additional requirement of 2g fiber per serving. Maximum sodium 250mg/serving</p> <p>- Boxes or bags allowed</p> <p>1. Hot cereals</p>			

<p>- 11.8 oz. min. size container up to 36 oz.</p> <p>Whole Grain hot cereals</p> <ul style="list-style-type: none"> - Wheat Hearts (Gen. Mills) - Maypo Oatmeal - regular or quick (Homestead Farms LTD) <p>Other hot cereals</p> <ul style="list-style-type: none"> - Original Malt-O-Meal (Malt-O-Meal Co.) - Cream of Wheat - regular, instant, or quick (B&G Foods, Inc.) - Quaker - Original Instant Oatmeal (11.8 oz) - Western Family - Instant Oatmeal (11.8 oz.) <p>2. Cold Cereals</p> <ul style="list-style-type: none"> - 12 oz. min. size container up to 36 oz. <p>Whole Grain cold cereals</p> <ul style="list-style-type: none"> - Cheerios, Whole Grain or Multigrain (General Mills) - Wheat Bran Flakes (Western Family) - Total, Whole Grain (General Mills) - Kix, Whole Grain (General Mills) - Wheaties (General Mills) - Kellogg's All Bran Complete Wheat Flakes - Kellogg's Mini Wheats - Kellogg's Mini Wheats Bite Size - Kellogg's Mini Wheats Unfrosted - Kellogg's Mini Wheats Frosted <p>Other cold cereals</p> <ul style="list-style-type: none"> - Grape Nut Flakes (Post) - Grape Nuts (16 oz., Post) - Bran Flakes (Post) - Life (Quaker) 	<p>1. Hot Cereals</p> <ul style="list-style-type: none"> - Varieties of wheat or oats must be available - At least one (1) variety must be in a 11.8 oz. container. <p>2. Cold Cereals</p> <ul style="list-style-type: none"> - At least three (3) varieties (i.e. bran, corn, oat, rice, multi-grain, wheat) must be available and one must be whole grain 	<p>1. Hot Cereals</p> <ul style="list-style-type: none"> - Total of six (6) boxes / bags / Containers. <p>2. Cold Cereals</p> <ul style="list-style-type: none"> - Total of twelve (12) boxes / bags / containers 	<p>1. Hot Cereals</p> <ul style="list-style-type: none"> - Boxes, bags, or containers smaller than 11.8 oz. - Plain Oatmeal less than 28mg/100g Iron - Hot cereal brands not approved by the Guam WIC Program - Products that contain more than 21g Sugar/100g cereal or less than 2g fiber per serving - Products that contain more than 250 mg/serving of sodium - Quaker - "Export" Original instant Oatmeal (11.8 oz.) - Cereal only. No added ingredients such as raisins, marsh mellow, nuts, etc. <p>2. Cold Cereals</p> <ul style="list-style-type: none"> - Boxes, bags, or containers smaller than 12 oz. - Cold cereal brands not approved by the Guam WIC Program - Iron content less than 28mg/100g Dry cereal - Products that contain more than 21g sugar/100g cereal or less than 2g fiber per serving. - Products that contain more than 250 mg/serving of sodium
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<ul style="list-style-type: none"> - Oatmeal Squares (Quaker) - Quaker Essentials – Crunch Corn Bran (Quaker) - Blueberry Mini Spooners (18 oz., Malt-O-Meal) - Strawberry Cream Mini Spooners (18 oz., Malt-O- Meal) 			
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GUAM WIC Minimum Variety and Quantity Requirements (and Exclusions) of WIC Authorized Foods			
Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements	Exclusions
<p><u>WHOLE WHEAT BREAD</u></p> <p>1. 100% Whole Wheat Bread</p> <ul style="list-style-type: none"> - 16 oz. loaf (Franz, Light Oroweat, Wonder Soft, Pepperidge Farm, Roman Meal Sungrain 100% Whole Wheat Bread; - 24 oz. loaf (Franz, Light Oroweat, Franz Whole Grains-7 Grains, Country Grain Stone Ground – 100% Whole Wheat Bread, Western Farms – 100% Whole Wheat Bread, Holsum Stone Ground; 100% Whole Wheat Bread <p>2. Other Whole Wheat/Whole Grain Options:</p> <ul style="list-style-type: none"> - Ortega – Tortillas, whole wheat, 16 oz.; - Rainbo, dinner rolls, whole wheat, 16 oz.; <p>* 16 oz. Options (16 oz. size):</p> <ul style="list-style-type: none"> - Brown Rice – 16 oz. package; Any brand - Oroweat 100% Whole Wheat Hot Dog Buns - Essential Everyday Whole Wheat 	<p>One (1) of the varieties (Brown rice, whole wheat bread, or other whole wheat/whole grain options) must be available in 16 oz. size packages</p> <p>Whole wheat or whole grain must be the first ingredient in the list of ingredients</p>	<p>Total of six (6) packages of Brown Rice, 100% Whole Wheat Bread and/or other whole wheat/whole grain options</p>	<p>1. 100% Whole Wheat or whole Grain Bread</p> <ul style="list-style-type: none"> - When 1st ingredient is: <ul style="list-style-type: none"> - wheat flour; - white flour; - enriched flour; <p>2. Other Whole Grain Options</p> <ul style="list-style-type: none"> - Seasoned or wild rice - Brown rice mixtures (i.e. wild rice, white rice or any other type of rice such as Jasmine) - Whole grains (brown rice, bulgur, oats, and whole grain barley) are authorized - Whole grain pasta, whole wheat rolls, hamburger and hot dog buns allowed

<p>(Spaghetti, Thin Spaghetti, Elbow Macaroni, Rotini)</p> <ul style="list-style-type: none"> - Ronzoni Healthy Harvest 100% Whole Grain (Rotini, Lasagna) - Bionature 100% Whole Wheat Rigatoni - Western Family Spaghetti "made with 100% whole wheat (16 oz. only) - Western Family Penne Rigate "made with 100% whole wheat (16 oz. only) - Barilla – 16 oz, whole grain –Linguine, spaghetti, thin spaghetti, penne, and rotini <p>* 24 oz. Options (24 oz. size from listing above is allowed for breast-feeding pregnant women with twins):</p>			<ul style="list-style-type: none"> - Whole wheat pasta (i.e. spaghetti, macaroni, rotini, and other shapes) that meet the FDA standard of identity for whole wheat macaroni (pasta) products are authorized - English Muffins, bagels are not authorized - Other whole grain products unless approved by the Guam WIC Program - No added sugars, fats, oils, or sodium.
<p><u>DRY or CANNED BEANS</u></p> <p>* 16 oz. minimum package (16 oz. packages only). Any brand;</p> <ul style="list-style-type: none"> - Black beans - Garbanzo beans (Chick Peas) - Kidney beans - Lentils - Mungo/Mung beans (green or yellow) - Pinto beans - Split Peas (green or yellow) - Black eye peas - Great northern beans - White beans - Canned beans, any brand, (Only if specified on WIC food benefits). Not allowed with CVV) - Canned baked beans (with no added sugars, fats, oil or meat is allowed) - Canned refried beans (with no added sugars, fats, oil or meat is allowed) - Canned organic beans (allowed) 	<p>Three (3) of the seven (7) varieties must be available</p>	<p>Total of six (6) bags</p>	<ul style="list-style-type: none"> - Beans items covered under cash value benefits are not allowed. - Dry and canned mature legumes authorized under the legume category (dry beans, peas, or lentils in dry-packaged or canned forms) cannot be purchased with WIC food benefits - Canned green peas (allowed) with CVV - Canned organic beans (allowed) - Frozen beans, peas, or Lentils (allowed) - No soups, stews, mixed with meat or added sugar; - Beans authorized for CVV are not a part of allowed dry or canned, frozen legumes

<ul style="list-style-type: none"> - Frozen beans, peas, or Lentils (allowed) 			
<p><u>PEANUT BUTTER</u></p> <ul style="list-style-type: none"> - All textures allowed - Smooth to super crunchy - 16 to 18 oz. containers - Any brand 	<ul style="list-style-type: none"> - Varieties must include at least three (3) textures i.e. smooth to super crunchy. - One variety must be 18 oz. size. - Military Commissaries (Peer Group 9) - Must include at least three (3) textures. 	<p>Total of six (6) containers</p>	<ul style="list-style-type: none"> - Honey roasted - Peanut butter spreads - Mixtures with marshmallows, honey, jelly, chocolate or similar ingredients - Organic peanut butter - Any other size container - Peanut butter with additives such as Omega 3 fatty acids

GUAM WIC Minimum Variety and Quantity Requirements (and Exclusions) of WIC Authorized Foods			
Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements	Exclusions
<p><u>FRUITS & VEGETABLES (For Cash Value Benefits Only!)</u></p> <ul style="list-style-type: none"> - Cash value up to the amount indicated on cash value benefits - Children \$8, Pregnant & Postpartum Non-breast-feeding Women, Partially Breast-Feeding Women \$11, and Exclusively Breast-Feeding Women \$11; \$16.50 for Breast Feeding Women with multiple infants, i.e. twins <p>(Note: WIC Vendors are not to issue cash change to a WIC client for purchases less than the total value of a cash value benefits. However, the WIC client may use his/her own funds for purchases in excess of the monetary limit for his/her cash value benefits).</p> <p><u>Fresh fruits & vegetables</u></p> <ul style="list-style-type: none"> - Cello bag of fruits; - Local grown - Any brand imported - Organic Fresh fruits & vegetables are 	<p>Variety must include at least three (3) types of fruits and three (3) types of vegetables. Types of fruits and vegetables must be available in fresh, frozen, and/or canned form. Bagged fruits and vegetables are allowed.</p>	<p><u>Fresh/Frozen/Canned fruits and vegetables</u></p> <p>Must have at least thirty (30) pounds of fresh fruits and vegetables and twenty (20)</p>	<p><u>Fresh fruits & vegetables</u></p> <ul style="list-style-type: none"> - Salad bar fruits or vegetables - Nuts (including peanuts) - Fruit & nut mixes

<p>allowed</p> <ul style="list-style-type: none"> - Potatoes are allowed - Garlic, Onions and peppers are allowed <p><u>Frozen fruits & vegetables</u></p> <ul style="list-style-type: none"> - Any brand - Combinations of fruits or vegetables allowed - Frozen beans and any other kind of frozen bean not authorized under the legume category - Organic frozen fruits & vegetables are allowed; - Potatoes are allowed <p><u>Canned fruits & vegetables</u></p> <ul style="list-style-type: none"> - Any brand (Only if specified on WIC food benefits) - Potatoes are allowed; - Organic canned fruits & vegetables are allowed; <p><u>Dried fruits & vegetables</u></p> <ul style="list-style-type: none"> - Any brand (without added sugars, fats, oils, or sodium is allowed) - Potatoes are allowed; (instant mashed potatoes with no added ingredients); - Organic dried fruits & vegetables are not allowed; 	<p>cans or bags of canned or frozen fruits or vegetables.</p>	<ul style="list-style-type: none"> - Spices or herbs (Ginger Root is allowed) - Ornamental and decorative fruits and vegetables such as "chili peppers on a string"; "garlic on a string" - Dry beans <p><u>Frozen/Canned fruits & vegetables</u></p> <ul style="list-style-type: none"> - Added noodles, sauces or butter - Seasoning or flavored added - Breaded products - Added sugar or artificial sweeteners <p>(Note: small amounts of sugar for processing purposes is allowed, i.e. sweet peas & sweet corn is allowed)</p> <ul style="list-style-type: none"> - French fries - Hash browns - Tater tots or other processed white potato product - Mixtures with rice or pasta, or meat, or any other ingredient - Single serving packages (Only if specified on WIC food benefits) - Frozen beans and ANY other kind of bean NOT authorized under the legume category can be purchased with <i>cash value benefits</i> <p><u>Dried fruits & vegetables</u></p> <ul style="list-style-type: none"> - Dried fruits or vegetables (with added sugars, fats, oils, or sodium is not allowed)
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Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements	Exclusions
<p><u>CANNED FISH</u></p> <ul style="list-style-type: none"> - Minimum can size is 5 oz. – 15 oz.; - Fish may contain skin and bones; <p><u>Tuna</u></p> <ul style="list-style-type: none"> - 5 to 6.5 oz. can; - Water packed only; - Any chunk light brand; <p><u>Pink Salmon</u></p> <ul style="list-style-type: none"> - 5 to 15 oz. can Pink Salmon; - Packed in water or natural oil; - Any brand; <p><u>Sardine</u></p> <ul style="list-style-type: none"> - 5 to 15 oz. can Sardine - Water packed or natural oil - Any brand - 3.75 oz. can. Only if specified on WIC food benefits) <p><u>Mackerel</u></p> <ul style="list-style-type: none"> - 5 to 15 oz. can Mackerel - Packed in water or natural oil - Any brand <p>* 3.75 – 5 oz. – Only if specified on WIC food benefits.</p> <p>Note:</p> <ul style="list-style-type: none"> - Jack mackerel is allowed - Canned fish with added sauces and flavorings (e.g. tomato sauce, mustard, and lemon) are allowed 	<p>Two (2) of the four (4) varieties must be available</p>	<p>Total of twenty (20) cans (ranging from 5-15 oz).</p>	<ul style="list-style-type: none"> - Fish packed in pouches not allowed - King mackerel, red salmon wild sockeye, blue back salmon not allowed - Prime filet not allowed

Guam WIC Authorized Food Requirements (Including food items, approved brands, and sizes)	Minimum Variety Requirements	Minimum Quantity Requirements	Exclusions
<p><u>INFANT FORMULA</u></p> <ul style="list-style-type: none"> - 13 fl. oz. Concentrate Similac advance with Iron - 12.4 oz. Powdered Similac Advance with Iron - Similac read to feed formula (Unless specifically indicated on WIC food benefits) 	<p>None</p>	<ul style="list-style-type: none"> - Forty-five (45) cans of powdered formula 	<ul style="list-style-type: none"> - Any ready to feed formula (Unless specifically indicated on WIC food benefits) - No non-contract brand formula(s) (Unless specifically indicated on the WIC food benefits)
<p><u>INFANT FOODS</u></p> <ul style="list-style-type: none"> - Single food only - Packages of any brand of multiple containers - 2.5 oz. of meat - 4 oz. or 2-pk of 4 oz. (net wt. 8 oz.) of fruit or vegetable. (Brands -Gerber, Beech Nut, and Nature's Goodness); - 8 oz. box Infant cereal; Dry single grain; No fruit added; (Gerber brand, barley, oatmeal, rice or wheat grains allowed; Beach Nut brand, barley, oatmeal, or rice allowed); - Fresh Banana substitution/option allowed (Only if specified on WIC food benefits) 	<p>Varieties of fruit, vegetables, or meat must be available</p>	<p>Total of fifty (50) containers (twenty-five (25) for food items packaged in sets of twos).</p>	<ul style="list-style-type: none"> - Mixtures of meat and vegetables - Added sugar or salt - Dinners - Jar infant cereals (Dry cereals only) - Desserts - Puddings - Organic

<p><u>SOY BEVERAGE</u> (only if specified on WIC food benefits)</p> <ol style="list-style-type: none"> 1. 8th Continent-Original (Only) <ul style="list-style-type: none"> - ½ gallon size container. Approved brand must meet nutrition specifications; - Chilled or shelf stable; 2. Pacific Ultra Soy (Original, Plain) <ul style="list-style-type: none"> - Quart size container. - Approved brand must meet nutrition specifications; - Chilled or shelf stable; 3. Kikkoman Pearl Organic Soymilk <ul style="list-style-type: none"> - Original, 32 oz. size container - 8 fl. oz. container; - Approved brand must meet nutrition specifications; - Chilled or shelf stable; - Only if specified on WIC food benefits. 4. Silk Soymilk <ul style="list-style-type: none"> - Original, 32 oz. size container 	<p>None</p>	<p>None</p>	<ul style="list-style-type: none"> - Soy beverages not approved by WIC (i.e. no substitutes); - Almond, rice, etc. plant-based beverages;
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41. Display Guam WIC eWIC card design to identify check-out lanes in a manner consistent for other payment types.

42. Assume commercial processing costs and fees imposed by a third party processor if the vendor elects to use commercial providers to connect to the State Agency's EBT processing system. The vendor shall not charge to the State agency any third-party commercial processing costs and fees incurred by the vendor from EBT multi-function equipment.

43. Not charge the Guam WIC Program for interchange or transaction fees.

44. Vendor shall not retain or confiscate an eWIC card or ask a WIC participant for eWIC Personal Identification Number (PIN) or for any identification in addition to eWIC card.

45. Vendor shall scan the actual item's Universal Product Code (UPC) that is affixed to the item, unless the item being purchased is a fresh fruit or vegetable. The Vendor agrees to never scan codes from UPC codebooks or reference sheets. The retailer is prohibited from scanning any UPC as a substitute, replacement or otherwise not actually affixed to the actual item being purchased by the WIC customer using an eWIC card.

46. Vendor shall sell only WIC foods/formula to WIC customers that are available in their current benefit balance.

47. Vendor shall sell only WIC foods/formula to WIC customers that are approved on the Guam WIC "Approved Product Listing" (APL).

48. For those stores using Stand-beside devices only, execute the eWIC service provider Merchant Agreement pertaining to accepting and processing eWIC transactions.

B. WITH REGARD TO WIC FOOD INSTRUMENT AND CASH VALUE VOUCHER PROCESSING, VENDOR AGREES:

1. To accept WIC FOOD BENEFITS only from participants or authorized parents/caretakers of infant and child participants with a valid eWIC card. Upon a vendor's certification for eWIC, Vendor shall not retain or confiscate an eWIC card or ask a WIC participant for eWIC Personal Identification Number (PIN) or for any identification in addition to eWIC card.

2. To provide participants only the authorized supplemental foods listed on the WIC FOOD BENEFITS (including the quantity, unit, type, and size) and in the brands and varieties listed in the current Guam WIC Program Approved Foods list and selected by the participant or authorized parent/caretaker. The vendor must not provide unauthorized food items in exchange for WIC FOOD BENEFITS, including charging for supplemental foods provided in excess of those listed on the WIC FOOD BENEFITS.

3. Not to provide refunds or permit exchanges for authorized supplemental foods obtained with WIC FOOD BENEFITS, except for exchanges of an identical authorized supplemental food item when the original authorized supplemental food item is defective, spoiled, or has exceeded its "sell by," "best if used by," or other date limiting the sale or use of the food item. An identical authorized supplemental food item means the exact brand and size as the original authorized supplemental food item obtained and returned by the participant. The WIC vendor is strictly prohibited in providing exchanges for alternative brands or sizes of authorized supplemental foods (no substitutions).

4. To provide cash register receipts to WIC participants or authorized parents/caretakers of infant and child participants for each WIC FOOD BENEFITS transaction.

5. To request in writing for an opportunity to correct or justify a vendor overcharge or other error in WIC FOOD BENEFITS returned and unpaid including WIC FOOD BENEFITS exceeding purchase price limitations and the maximum allowable reimbursement level applicable to the vendor, and for authorization to redeposit any returned food draft for payment. The WIC Program must receive the request within 90 days of the "FIRST DATE TO USE" date indicated on WIC FOOD BENEFITS. Upon the WIC Program's satisfaction with the justification or correction, the WIC Program will authorize the vendor to redeposit a returned instrument for payment by entering a statement and signature of approval on the returned WIC FOOD BENEFITS.

6. Not to collect any sales tax on authorized supplemental foods obtained with WIC FOOD BENEFITS. However, the portion of the CVV transaction paid with the participant's own funds* may be subject to any tax which applies to non-WIC purchases of fruits and vegetables.

*The vendor shall offer, but not require, WIC participants the opportunity to pay with their own funds (which includes cash, personal check, credit card, and EBT/SNAP benefits) the portion of a fruit/vegetable purchase that exceeds the maximum dollar value of their CVV(s).

7. Not issue cash change to a WIC client for purchases less than the total value of WIC FOOD BENEFITS. However, the WIC client may use his/her own funds for purchases in excess of the monetary limit for his/her cash value voucher. The monetary amounts above the limits for his/her cash value vouchers are subject to any tax which applies to non-WIC purchase of fruits and vegetables.

8. To notify the WIC Program of misuse (attempted or actual) of WIC FOOD BENEFITS by WIC participants or authorized parents/caretakers of infant or child participants.

9. Not to receive, transact, or redeem WIC FOOD BENEFITS outside of the WIC Program's procedures.

10. To safeguard WIC FOOD BENEFITS transacted in the same manner as cash.

11. Not to transact and redeem WIC FOOD BENEFITS during any period of suspension.
12. Not to buy or sell WIC FOOD BENEFITS for cash (trafficking).
13. Not to sell firearms, ammunition, explosives, or controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802) in exchange for WIC FOOD BENEFITS.
14. Not to sell alcohol or alcoholic beverages or tobacco products in exchange for WIC FOOD BENEFITS.
15. Not to provide credit (including rain checks) or non-food items other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for WIC FOOD BENEFITS.
16. Not to claim reimbursement for the sale of an amount of a specific supplemental food item which exceeds the store's documented inventory of that supplemental food item for a specific period of time.
17. Not to intentionally or unintentionally charge the WIC Program more for supplemental foods than the price charged non-WIC customers or more than the current shelf price (vendor overcharges).
18. Not to receive, transact and/or redeem WIC FOOD BENEFITS outside of authorized channels, including the use of an unauthorized vendor and/or unauthorized person.
19. Not to charge the WIC Program for supplemental foods not received by the participant.
20. Not to transact WIC FOOD BENEFITS reported as lost or stolen. The vendor must notify employees of WIC FOOD BENEFITS reported as lost or stolen.
21. Support the following types of eWIC transactions:
 - a) Balance Inquiry – to provide the WIC card holder with a shopping list to retrieve the balance of the benefit prior to beginning a purchase.
 - b) Purchase – to authorize and complete a sale.
 - c) Reversal – to partially or completely nullify the effects of a previous purchase transaction and add benefits back to the WIC participant's benefits because the purchase transaction cannot be processed as instructed.
 - d) Void – to cancel a previously authorized and complete transaction, resulting in a reversal.
22. Shall use the local date and time the eWIC purchase transaction is approved at the vendor location.

23. All transactions shall be settled in U.S. Dollar Currency only.
24. eWIC transactions and files shall be retained for a minimum of 120 days from the date of the transaction or the transmission date of the file. Disputed transactions shall be retained until the dispute is resolved or 120 days whichever is longer.
25. Perform split tender processing to allow the card holder to pay the difference when a fruit or vegetable purchase exceeds the value of the CVB with an alternate method of payment.
26. When accepting eWIC cards, ensure that the eWIC card is present at the time of purchase and the participant enters their Personal Identification Number (PIN) in the presence of the cashier. Allow the WIC cardholder to re-enter the PIN when an invalid PIN response is received at the point of sale. The eWIC card may be key-entered if the card read fails.
27. Accept only one eWIC card per transaction.
28. Shall record and report the WIC authorized UPC or PLU and the cash value of the UPC or PLU purchase, including the generic FNS designated CVB food item PLU 4469.
29. The vendor should not accept eWIC payments for foods that are not included on the Approved Product List (APL) file.
30. Vendor shall always provide the WIC customer with a receipt at the end of the eWIC transaction, which at a minimum includes, last four digits of the card number of the Primary Account Number (no other digits should be displayed), store name, store address, city, state and zip code, date and time of purchase, store lane, if available, WIC food item identifier (if a separate WIC purchase receipt is not provided), benefit expiration date and time, purchased food items including the food item quantity, description and unit of measure, unit cost, total purchase amount, benefits remaining, including the benefit description, quantity and unit of measure, unique transaction identifier or systems trace audit number.

SECTION II. THE STATE AGENCY AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

- A. The WIC Program will not pay for improperly transacted and redeemed WIC FOOD BENEFITS, or, WIC FOOD BENEFITS that exceed applicable price limitations and the maximum allowable reimbursement level applicable to the vendor for the WIC FOOD BENEFITS.
- B. When the WIC Program determines the vendor has committed a vendor violation that affects the payment to the vendor, the WIC Program will deny or delay payment, assess a claim or establish a claim in the amount of the full purchase price WIC FOOD BENEFITS that contained the vendor overcharge or other error. In collecting a claim, the WIC Program may offset the claim against current and subsequent amounts to be paid to the vendor.

- C. The WIC Program will provide the vendor with an opportunity to justify or correct a vendor overcharge or other error in WIC FOOD BENEFITS, when payment is delayed or a claim is established. If satisfied with the justification or correction, the WIC Program will provide payment or adjust the proposed claim accordingly.
- D. The WIC Program will provide training annually to at least one representative of the vendor. Annual vendor training will be in a variety of formats, including newsletters, videos, or interactive training that includes a contemporaneous opportunity for questions and answers. The WIC Program will have sole discretion to designate the date, time, and location of all interactive training and the audience (e.g., managers, cashiers, etc.) to which the training is directed. The WIC Program will provide the vendor with at least one alternative date on which to attend interactive training.
- E. The WIC Program will monitor the vendor for compliance with program requirements. Routine monitoring visits and compliance investigations will be conducted on the vendor throughout the agreement period.
- F. The WIC Program will provide the vendor with a WIC sign to identify the store as an authorized WIC food vendor, channel strips or shelf-talkers to attach on the store's shelves stating "WIC-approved" or "WIC-eligible" to identify authorized WIC foods, the Guam WIC Approved foods list.
- G. The WIC Program will ensure that no conflict of interest exists between the vendor and the WIC Program, as defined by applicable State laws, regulations, and policies.
- H. The WIC Program may reassess the vendor at any time during the agreement period using the vendor selection criteria in effect at the time of the reassessment.
- I. The WIC Program will notify the vendor of changes to Federal or State/local statutes, regulations, policies, or procedures governing the Program before the changes are implemented.
- J. The WIC Program will apply limits on the amount of reimbursement allowed for WIC FOOD BENEFITS transacted and redeemed based on a vendor's peer group and competitive price criteria.
- K. The WIC Program will provide the vendor with not less than 15 calendar days advance written notice of the expiration of this agreement.
- L. The WIC Program is not obligated to renew this agreement.
- M. The WIC Program will keep information on the vendor confidential (other than its name, address, and authorization status) in accordance with Federal and State/local regulations governing the WIC Program. Information that individually identifies the vendor is considered confidential.
- N. eWIC GRANT FUNDS AND COST SHARING

The Department may utilize special funding, when available, to assist the Vendor with necessary upgrades to integrate equipment or systems that are not solely dedicated to eWIC transactions. The Department will utilize a USDA FNS-approved Cost Sharing Plan, which details the approach for allocating special funds for equipment or systems enhancements for eWIC. Vendors that accept this special funding and terminate or are disqualified from the Program within two years shall refund the Department for the amount received, prorated at 4.16% per month while on the Program and accepting eWIC cards.

O. The WIC Program will ensure that the vendor will be paid promptly in accordance with the *FNS Operating Rules for Women, Infants and Children Electronic Benefits Transfer, dated September 2014*, available at <https://www.fns.usda.gov/wic/wic-ebt-operating-rules-technical-implementation-guide> (WIC EBT Operating Rules), and other applicable requirements of law.

SECTION III. MISCELLANEOUS PROVISIONS.

A. RECIPROCAL SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) DISQUALIFICATION FOR WIC PROGRAM DISQUALIFICATIONS.

Disqualification from the WIC Program may result in disqualification as a retailer in the Supplemental Nutrition Assistance Program (SNAP). Such disqualification may not be subject to administrative or judicial review under the Supplemental Nutrition Assistance Program (SNAP).

B. VENDOR SANCTIONS.

“*Pattern*” is defined as 2 occurrences of the same violation within a 12-month period.

Federal regulations governing the WIC Program, 7 CFR Part 246, §246.12, mandate that uniform mandatory WIC vendor sanctions be applied and imposed across State agencies for the most serious WIC Program violations. Regulations also provide that State-agency established vendor sanctions be imposed for other program violations in addition to mandatory sanctions. A vendor violation is an action of a vendor’s current owners, officers, managers, agents, or employees that violate the vendor agreement or Federal or State/local statutes, regulations, policies, or procedures governing the Program.

The WIC Program 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 the WIC Program determines, in its discretion, on a case-by-case basis, that notifying the vendor would compromise an investigation.

Vendor sanctions include disqualification/suspension, administrative fines, and civil money penalties in lieu of disqualification/suspension. (This list is not exhaustive.)

1. The following mandatory vendor sanctions will be imposed for the serious violations specified, pursuant to Federal regulations in 7 CFR, §246.12(1):

- a. The WIC Program will permanently disqualify Vendor when convicted for:
- (1) Trafficking in WIC FOOD BENEFITS (buying or selling WIC FOOD BENEFITS for cash).
 - (2) Selling firearms, ammunition, explosives, or controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802) in exchange for WIC FOOD BENEFITS.

The WIC Program will not impose a civil money penalty (CMP) in-lieu of permanent disqualification for conviction due to trafficking in WIC FOOD BENEFITS (buying or selling WIC FOOD BENEFITS for cash), or selling firearms, ammunition, explosives, or controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)) in exchange for WIC FOOD BENEFITS.

Vendor will not be entitled to receive any compensation for revenues lost as a result of the above violation.

- b. The WIC Program will disqualify vendor for six (6) years for:
- (1) One incidence of buying or selling WIC FOOD BENEFITS for cash (trafficking).
 - (2) One incidence of selling firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for WIC FOOD BENEFITS.

This is an administrative finding of a trafficking violation that has not resulted in a conviction for trafficking by a court of law.

- c. The WIC Program will disqualify vendor for three (3) years for:
- (1) One incidence of the sale of alcohol or alcoholic beverages or tobacco products in exchange for WIC FOOD BENEFITS.
 - (2) A pattern of claiming reimbursement for the sale of an amount of a specific supplemental food item which exceeds the store's documented inventory of that supplemental food item for a specific period of time.
 - (3) A pattern of vendor overcharges.
 - (4) A pattern of receiving, transacting and/or redeeming WIC FOOD BENEFITS outside of authorized channels, including the use of an unauthorized vendor and/or unauthorized person.
 - (5) A pattern of charging for supplemental food not received by the participant or parent/caretaker of infant or child participant.

(6) A pattern of providing credit or non-FOOD items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for WIC FOOD BENEFITS.

d. The WIC Program will disqualify Vendor for one (1) year for:

(1) A pattern of providing unauthorized FOOD items in exchange for WIC FOOD BENEFITS, including charging for supplemental FOOD provided in excess of those listed on the FOOD benefits.

e. Second mandatory sanction. When a Vendor, who previously has been assessed a sanction for any of the violations listed in Sections III.B.1.b. through III.B.1.d. above, receives another sanction for any of these violations, the WIC Program will double the second sanction.

Civil money penalties will only be doubled up to the limits allowed under Section III.B.1.j. of this agreement and under 7 CFR Part 246, §246.12(1).

f. Third or subsequent mandatory sanction. When a vendor who previously has been assessed two or more sanctions for any of the violations listed above, in Sections III.B.1.b. through III.B.1.d., receives another sanction for any of these violations, the WIC Program will double the third sanction and all subsequent sanctions. The WIC Program will not impose civil money penalties in lieu of disqualification for third or subsequent sanctions for violations listed in Section III.B.1.b. through III.B.1.d. of this agreement.

g. Disqualification based on a Supplemental Nutrition Assistance Program (SNAP) disqualification. A vendor who has been disqualified from the Supplemental Nutrition Assistance Program (SNAP) will be disqualified from the WIC Program. The disqualification will be for the same length of time as the Supplemental Nutrition Assistance Program (SNAP) disqualification, may begin at a later date than the Supplemental Nutrition Assistance Program (SNAP) disqualification, and is not subject to administrative or judicial review under the WIC Program.

h. Voluntary withdrawal or non-renewal of agreement. The WIC Program will not accept either a voluntary withdrawal of the vendor from the Program or the non-renewal of vendor agreement as an alternative to disqualification for the violations listed in mandatory vendor sanctions. When the WIC Program establishes that a vendor has committed a violation that warrants a mandatory sanction, the WIC Program will disqualify the vendor.

i. Participant access determinations. Prior to disqualifying a vendor for a Supplemental Nutrition Assistance Program (SNAP) disqualification according to Section III.B.1.g. or for any of the violations listed in Section III.B.1.b. through Section III.B.1.d. of this agreement, the WIC Program will determine if disqualification of the vendor would result in inadequate participant access to WIC authorized vendors. The WIC Program will make the participant access determination in accordance with the participant access criteria in Section III.B.8 of this agreement.

If the WIC Programs determines that disqualification of the vendor would result in inadequate participant access, the WIC Program will impose a civil money penalty in lieu of disqualification. However, the WIC Program will not impose a civil money penalty in lieu of disqualification for third or subsequent sanctions for violations in Section IIIB.1b. through Section IIIB.1d. of this agreement.

The WIC Program will include documentation of its participant access determination and any supporting documentation in the file of each vendor who is disqualified or receives a civil money penalty in lieu of disqualification.

j. Civil money penalty formula. The WIC Program may impose a civil money penalty (CMP) in lieu of disqualification for each violation subject to a mandatory sanction. The following formula will be used to calculate a civil money penalty imposed in lieu of disqualification/suspension.

◆ Step 1. Determine the vendor's average monthly redemptions for at least the 6-month period ending with the month immediately preceding the month during which the notice of adverse action is dated;

◆ Step 2. Multiply the average monthly redemptions figure by 10 percent (.10);

◆ Step 3. Multiply the product from step 2 above by the number of months for which the store would have been disqualified/suspended. This is the amount of the civil money penalty, provided that the civil money penalty shall not exceed the maximum amount specified in 7 CFR § 3.91(b)(3)(v) for each violation. For a violation that warrants permanent disqualification, the amount of the civil money penalty shall be the maximum amount currently specified in 7 CFR § 3.91(b)(3)(v) which is \$15,877.

When during the course of a single investigation, the WIC Program determines the vendor has committed multiple violations, the WIC Program will impose a CMP for each violation. The total amount of civil money penalties imposed for violations investigated as part of a single investigation may not exceed the maximum amount currently specified in 7 CFR § 3.91(b)(3)(v) which is \$63,509.

k. Notification to Supplemental Nutrition Assistance Program (SNAP) of USDA Food and Nutrition Service. The WIC Program will provide the Supplemental Nutrition Assistance Program (SNAP) of the USDA Food and Nutrition Service with a copy of the notice of adverse action and information on vendors the WIC Program has disqualified or imposed a civil money penalty in lieu of disqualification for any of the violations listed in Section III.B.1a. through III.B.1d. (under mandatory sanctions) of this agreement.

l. Multiple violations during a single investigation. When during the course of a single investigation the WIC Program determines a vendor has committed multiple violations (which

may include violations subject to State agency sanctions), the WIC Program will disqualify the vendor for the period corresponding to the most serious mandatory violation. The WIC Program will include all violations committed (under mandatory sanctions and State-agency established sanctions) in the notice of adverse action, and if the mandatory sanction addressed in the notice of adverse action is not upheld on appeal, the State agency may still impose the State agency-established sanction(s) for the State-agency violation(s) in the notice of adverse action.

2. The following State-agency established vendor sanctions will be imposed for the violations specified, pursuant to Federal regulations in §246.12(l). A pattern of the following violations will be documented before sanction, and a warning notice will be provided when the first occurrence of the violation has been documented, unless the State agency determines that notification would compromise the integrity of the State agency's investigation.

a. The WIC Program may issue a warning letter to the vendor for the violations below. When applicable, the WIC Program will demand correction by vendor within thirty (30) days of receipt of the warning notice.

(1) Failure to comply with the nondiscrimination provisions of USDA regulations and the requirements of Title VI of the Civil Rights Act of 1964, including provisions of the Americans with Disabilities Act of 1990 and its amendments.

(2) Not providing WIC participants or authorized parents/caretakers of infant and child participants the same courtesies offered to other customers.

(3) For identifying WIC participants or authorized parents/caretakers from other customers, establishing a separate checkout line for WIC participants, including the posting of signs in express lines, which indicate that WIC food instruments and cash value vouchers are not allowed to be negotiated.

(4) Refusal or failure (without just cause) to have one (1) store representative participate in training provided annually by the WIC Program.

(5) Not providing copies of the current Guam WIC Program Approved Foods list to the cashiers for reference at each check-out register.

(6) Failure to provide the WIC Program within the time period requested the vendor's current shelf prices of WIC approved supplemental foods using the food price list form provided by the Program.

(7) Failure to notify the WIC Program in writing of any permanent changes in the vendor's quarterly price list data within the time-period required, excluding promotional sales in WIC foods for a limited period.

(8) Not posting or marking shelf prices or having the prices labeled on all WIC approved foods in all categories in the store.

(9) Not posting at least one WIC sign (provided by the Guam WIC Program.) identifying themselves as a WIC vendor in a place conspicuously visible to the public at the vendor's place of business, or not attaching on the shelves channel strips or shelf-talkers provided by the WIC Program stating "WIC-approved" or "WIC-eligible" to properly identify authorized WIC foods.

(10) Failure to remove or selling to WIC participants supplemental food(s) that have exceeded the manufacturer's expiration date, "sell by," "best if used by," or some other date limiting the sale or use of the food item.

(11) Failure to maintain the store premises in good sanitary condition, grade "A" rating at all times.

(12) Failure to maintain mechanically refrigerated containers at a temperature of 45° Fahrenheit or below.

(13) Failure to notify the WIC Program by telephone and in writing (fax transmittal acceptable) of any change in the store's sanitary permit rating below a grade "A," by the next work day of the WIC Program following the date of the change in rating.

(14) Failure to maintain secure storage and immediately report the loss or damage of the WIC vendor identification stamp, including failure to return the vendor identification stamp to the WIC Program as required.

(15) Failure to provide the WIC Program each year (by July 31) a current business license and sanitary permit with the proper endorsements during the term of the agreement.

(16) Failure to maintain store operations at least 6 days per week, 9 hours per day including the hours of 9:00 a.m. to 6:00 p.m.

(17) Failure to accept negotiable WIC FOOD BENEFITS from participants or authorized parents/caretakers of infant and child participants when properly presented.

(18) Requiring a WIC participant or parent/caretaker of an infant or child participant to select a different type or brand of WIC foods when not specified in the WIC FOOD BENEFITS.

(19) Transacting and redeeming WIC FOOD BENEFITS signed by the WIC participant or authorized parent/caretaker of an infant or child participant before the check-out process or before the cashier enters the date of purchase and purchase price on the WIC FOOD BENEFITS. If the participant inadvertently pre-signs WIC FOOD BENEFITS, and the transaction is to be consummated, then the participant must produce a second valid photo identification.

(20) Failure to provide a cash register receipt to WIC participants or authorized parents/caretakers of infant and child participants for each WIC FOOD BENEFIT transaction.

(21) Any use of the acronym "WIC" or the WIC logo (also referred to as "service marks") including close facsimiles thereof, in total or in part, either in the official name in which the vendor is registered or in the name under which it does business if different. Such restriction of the acronym "WIC" or WIC logo also applies to advertisement or other promotional materials, and, on stickers, tags, and labels of WIC-approved products. However, the WIC acronym (NOT logo) may be used to advertise the store's acceptance of WIC FOOD BENEFITS with specific prior written approval from the Guam WIC Program.

(22) Failure to comply with Federal and State/local statutes, regulations, policies, and procedures governing the WIC Program or with any provisions in the vendor agreement.

(23) Failure to provide the WIC Program with the vendor's bank/ financial institution information, or to notify the WIC Program in writing of any changes in bank/financial institution information within the time period required.

(24) Not safeguarding WIC FOOD BENEFITS in the same manner as cash.

(25) Transacting and redeeming WIC FOOD BENEFITS

b. The WIC Program may suspend the vendor for one (1) to three (3) months for the following violations after a pattern or repetition of the following violations is documented:

(1) Repetition of a violation specified in one or more warning letters or failure to correct problems and/or violations specified in a warning letter within thirty (30) days of receipt of the letter:

(2) Failure to pay a claim assessed by the WIC Program within 30 days of receipt of such claims for vendor overcharges or other errors in WIC FOOD BENEFITS transacted and redeemed, including bank or financial institution fees.

(3) Using a vendor identification stamp that was not provided by the WIC Program, or reproducing the WIC vendor identification stamp.

(4) Charging sales tax on authorized supplemental foods obtained with WIC FOOD BENEFITS. (This does not apply to sales tax [which applies to non-WIC purchases of fruits and vegetables] charged to the portion of a CVV transaction paid with a participant's own funds.)

(5) If the vendor's sanitary permit is revoked or denied by the Division of Environmental Health of the Department of Public and Social Services at any time during the agreement period.

(6) Failure to inform the WIC Program of a felony conviction or civil judgment entered against any current owners, officers, or managers for an activity indicating a lack of business integrity.

(7) Failure to maintain and provide the WIC Program upon request invoices and receipts showing the source of infant formula purchases.

c. The WIC Program may suspend the vendor for four (4) to six (6) months for the following violations after a pattern or repetition of the following violations is documented or repetition of a violation specified in a prior notice of suspension of one (1) to three (3) months.

(1) Requiring a cash purchase to transact and redeem WIC FOOD BENEFITS.

(2) Altering information on WIC FOOD BENEFITS.

(3) Failure to purchase infant formula only from the sources on the Guam WIC Program's restricted list of infant formula distributors, and infant formula manufacturers registered with the U.S. Food and Drug Administration.

(4) Providing incentive items or other free merchandise to WIC participants as a vendor that has been determined to meet the criterion of an above-50-percent vendor, authorized only for adequate participant access to supplemental foods.

d. The WIC Program may suspend the vendor for 7 months to 11 months for the following violations after a pattern or repetition of the following violations is documented or Repetition of a violation specified in a prior notice of suspension of four (4) to six (6) months:

(1) Failure to allow access to the store for Federal and WIC Program representatives to review and monitor the vendor for compliance with program requirements, or non-cooperation during a monitoring visit by Federal and WIC Program representatives.

(2) Failure to maintain and retain for the required time period the store's inventory records used for Federal tax reporting purposes and other program-related records relevant to the performance of this agreement, and failure to make available and provide to representatives of the WIC Program, USDA, and the Comptroller General of the U.S. for inspection and audit all food instruments and cash value vouchers in the vendor's possession and all program-related records when requested.

(3) Charging participants or authorized parents/caretakers of infant and child participants for supplemental foods obtained with WIC FOOD BENEFITS, or contacting and seeking restitution from these individuals for WIC FOOD BENEFITS not paid or partially paid by the WIC Program.

(4) Transacting and redeeming WIC FOOD BENEFITS during the period of suspension.

(5) Providing false information regarding the WIC vendor's food prices.

e. The WIC Program may disqualify the vendor for one (1) year for the following violations:

(1) Failure to maintain and have readily available in the store the required minimum stock in variety and quantity of WIC authorized supplemental foods, as specified in the vendor agreement.

(2) Giving change (coins/currency) to a WIC participant or authorized parent/caretaker of an infant or child participant from a WIC FOOD BENEFITS transaction, or refunding cash for supplemental foods obtained with WIC FOOD BENEFITS.

(3) Failure to inform the WIC Program of an investigation of the vendor by the USDA Supplemental Nutrition Assistance Program (SNAP).

f. The WIC Program may impose a administrative fine in lieu of suspension/disqualification for any of the violations listed in Section IIIB.2b through IIIB.2e, under State-agency established sanctions of this agreement. However, the WIC Program will not impose a administrative fine in lieu of suspension for third and subsequent sanctions for violations in Sections IIIB.2b and IIIB.2c, or for second and subsequent sanctions for violations in Section IIIB.2d and IIIB.2e, of this agreement.

The CMP formula in Section IIIB.1j. will be used for computing administrative fines for State-agency vendor sanctions.

g. WIC Disqualification based on a Supplemental Nutrition Assistance Program (SNAP) civil money penalty for hardship. The WIC Program will disqualify a WIC vendor that has been assessed a civil money penalty in lieu of disqualification due to participant hardship in the Supplemental Nutrition Assistance Program (SNAP), as stipulated in Federal regulations, 7 CFR Part 278, §278.6. The length of such disqualification will correspond to the period for which the vendor would otherwise have been disqualified in the Supplemental Nutrition Assistance Program (SNAP). A vendor may request for an administrative review of a WIC disqualification based on a Supplemental Nutrition Assistance Program (SNAP) civil money penalty in lieu of disqualification due to participant hardship in the SNAP.

The WIC Program will provide the vendor a written warning of the initial occurrence of a violation that requires a pattern of occurrences before imposing a sanction unless the WIC Program determines that notifying the vendor would compromise an investigation.

3. Administrative Reviews. The WIC Program provides the vendor administrative reviews of sanctions imposed as set forth in the administrative review procedures and pursuant to Federal regulations, 7 CFR Part 246, §246.18.

4. Installment Plans for Civil Money Penalties (CMP) and Fines. The payment of civil money penalties and fines will be as follows.

◆ One lump sum payment which must be received by the WIC Program on or before the date the disqualification/suspension was to be effective; or

◆ By three (3) equal monthly installments with the first payment due on the date the disqualification/suspension was to be effective. The second payment shall be due within 30 days after the first installment due date, and the third (final) payment shall be due within 30 days after the second installment due date.

5. Failure to Pay a Civil Money Penalty or Fine. If a vendor does not pay, only partially pays, or fails to timely pay a fine or a civil money penalty assessed in lieu of disqualification/suspension, the WIC Program will disqualify/suspend the vendor for the length of the disqualification/suspension corresponding to the violation for which the civil money penalty/fine was assessed (for a period corresponding to the most serious violation in cases where a mandatory sanction included the imposition of multiple civil money penalties as a result of a single investigation).

In the case of a disqualification/suspension for non-payment, partial payment, or failure to timely pay a CMP/fine, the vendor will not be entitled to recoup any civil money penalties or fines remitted to that point.

6. Actions in Addition to Sanctions. The vendor may be subject to actions in addition to the sanctions in Sections III.B.1. and III.B.2. of this agreement, such as claims for improper or overcharged food instruments and cash value vouchers and the penalties set forth in Section III.D. in this agreement and Federal regulations, 7 CFR Part 246, §246.23, in the case of deliberate fraud.

7. Participant Access Determination Criteria. When making participant access determinations, the WIC Program will consider the availability of other authorized vendors in the same area as the violative vendor and any geographic barriers to using such vendors. The following is the Guam WIC Program's participant access determination criteria: (1) Does any participant or authorized parent/caretaker of an infant or child participant have to travel an amount greater than or equal to 15 miles to the next authorized vendor; and (2) Is there any permanent damage to a bridge or main road which prohibits participants or authorized parents/caretakers of infant or child participants from accessing the next WIC authorized vendor in the same region, and if so, is there an alternative road of travel existing on the island for participants to access the next WIC vendor in the same region. Both criteria must be answered in determining inadequate participant access. Further, in the second criteria, if the answer should be that "yes" an alternative road of travel exists to access the next WIC vendor, then inadequate participant access is not met.

8. Termination of Agreement. The WIC Program will terminate this vendor agreement when the vendor is disqualified.

C. ADMINISTRATIVE REVIEWS (APPEALS)

Pursuant to Federal regulations in 7 CFR Part 246, §246.18, a vendor is provided administrative reviews of sanctions imposed for program violations. The following are the adverse actions a vendor may appeal and those adverse actions that are not subject to administrative review.

(1) Adverse actions subject to full administrative reviews. The vendor will be provided full administrative review for appeal for the following adverse actions taken against the vendor: (a) Denial of authorization based on the vendor selection criteria for competitive price or for minimum variety and quantity of authorized supplemental foods, or on a determination that the vendor is attempting to circumvent a sanction; (b) Termination of an agreement for cause; (c) Disqualification/Suspension; (d) Imposition of a fine or civil money penalty in lieu of Disqualification; and (e) Denial or termination of authorization due to State determination that vendor is likely to be an above-50-percent vendor.

(2) Adverse actions subject to abbreviated administrative reviews. The vendor will be provided abbreviated administrative review for appeal for the following adverse actions taken against the vendor: (a) Denial of authorization based on the vendor selection criteria for business integrity or for a current Supplemental Nutrition Assistance Program (SNAP) disqualification or civil money penalty for hardship; (b) Denial of authorization based on a State agency-established vendor selection criterion if the basis of the denial is a WIC vendor sanction or a Supplemental Nutrition Assistance Program (SNAP) withdrawal of authorization or disqualification; (c) Denial of authorization based on the State agency's vendor limiting criteria; (d) Denial of authorization because a vendor submitted its application outside the time-frames during which applications are being accepted and processed as established by the State agency; (e) Termination of an agreement because of a change in ownership or location or cessation of operations; (f) Disqualification based on a trafficking conviction; (g) Disqualification based on the imposition of a Supplemental Nutrition Assistance Program (SNAP) civil money penalty for hardship; (h) Disqualification or a civil money penalty imposed in lieu of disqualification based on a mandatory sanction imposed by another WIC State agency; and (i) imposition of a civil money penalty in lieu of disqualification for Supplemental Nutrition Assistance Program (SNAP) disqualification.

(3) Adverse actions not subject to administrative review. The vendor will not be provided administrative review for appeal for the following adverse actions taken against the vendor: (a) The validity or appropriateness of the State agency's vendor limiting or selection criteria; (b) The validity or appropriateness of the State agency's vendor peer group criteria and the criteria used to identify vendors that are above-50-percent vendors or comparable to above-50-percent vendors; (c) The validity or appropriateness of the State agency's participant access criteria and the State agency's participant access determinations; (d) The State agency's determination whether a 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; (e) Denial of authorization if the State agency's vendor authorization is subject to the procurement procedures applicable to the State agency; (f) The expiration of a vendor's agreement; (g) Disputes regarding WIC FOOD BENEFITS payments and vendor claims (other than the opportunity to justify or correct a vendor overcharge or other error); (h) Disqualification of a vendor as a result of disqualification from the Supplemental Nutrition Assistance Program (SNAP); (i) The validity or appropriateness of the State's prohibition of incentive items and the State's denial of an above-50% vendor's request to provide an incentive item to customers pursuant to 246.12(h)(8); (j) The State agency's determination to include or exclude an infant formula manufacturer, wholesaler, distributor, or retailer from the list required pursuant to subsection ((246.12(g)(11))); and (k) The State agency's determination whether to notify a vendor in writing when an investigation reveals an initial violation for which a pattern of violations must be established in order to impose a sanction pursuant to subsection 246.12(1)(3).

Effective Date of Adverse Actions. The WIC Program will make denials of authorization and permanent disqualification action based on a vendor's conviction for trafficking in WIC FOOD BENEFITS or selling firearms, ammunition, explosives, or controlled substances in exchange for WIC FOOD BENEFITS effective on the date of receipt of the notice of adverse action. All other adverse actions will be made effective no earlier than fifteen (15) days from the date of receipt of the notice of the adverse action and no later than 90 days from the date of receipt of the notice of adverse action. In the case of an adverse action that is subject to administrative review, the effective date will be no later than the date the vendor receives the review decision.

Administrative Review Procedures. A copy of the WIC Program's administrative review procedures is available upon request by the WIC vendor. In addition, the applicable review procedures will be provided along with an adverse action subject to administrative review.

D. CRIMINAL PENALTIES

A vendor who commits fraud or abuse in the WIC Program is liable to prosecution under applicable Federal, State or local laws. Those who have willfully misapplied, stolen, or fraudulently obtained program funds will be subject to a fine of not more than \$25,000 or imprisonment for not more than five (5) years or both, if the value of the funds is \$100 or more. If the value is less than \$100, the penalties are a fine of not more than \$1,000 or imprisonment for not more than one (1) year or both.

E. TERMINATION

The WIC Program will terminate this agreement for the following: (a) If the WIC Program determines that the vendor has provided false information in connection with its application for authorization; (b) Instances of any change in vendor ownership, store location, or cessation of operations; (c) If the WIC Program identifies a conflict of interest between the vendor and the Program as defined by applicable State/local laws, regulations, and policies; (d) If the vendor fails to meet the current vendor selection criteria; (e) When the vendor is disqualified; (f) When the vendor fails to provide required documentation of the vendor's total annual food sales

(Supplemental Nutrition Assistance Program (SNAP) eligible food sales) amount; (g) For providing false information regarding the store's annual food sales amount as required; (h) For the vendor's failure to remain price competitive even if actual payments to the vendor are within the maximum reimbursement amount.

This agreement may be terminated for cause by either the WIC Program or the vendor after providing advance written notice of a period of not less than 15 calendar days of such termination to the other party, or may be terminated without cause after providing advance written notice of a period of not less than 30 calendar days of such termination to the other party.

F. UNAUTHORIZED USE OF WIC LOGO AND/OR WIC ACRONYM

The United States Department of Agriculture has registered and trademarked the acronym "WIC" and the WIC logo, (referred to as "service marks" and use of them including close facsimiles thereof, in total or in part, is reserved for the official use of the WIC Program.

The WIC food vendor is not permitted to use either the acronym "WIC" or the WIC logo including close facsimiles thereof, in total or in part, either in the official name in which the vendor is registered or in the name under which it does business if different. Further, a vendor is not permitted to use the WIC logo in advertisement or other promotional materials. The WIC acronym may be used in advertising to indicate its acceptance of WIC benefits with prior specific written authorization from the Guam WIC Program, but the vendor is not permitted to use the service marks on stickers, tags, and labels of WIC-approved products.

The Guam WIC Program requires all authorized WIC vendors to post in the store, in a place conspicuously visible to the public, at least one WIC sign provided by the WIC Program that identifies the store as an authorized WIC food vendor. The vendor will also attach on the shelves channel strips or shelf-talkers provided by the WIC Program stating "WIC-approved" or "WIC-eligible" to identify authorized WIC foods. Vendors may only use those signs and shelf-talkers provided by the Guam WIC Program.

Any person who uses the acronym "WIC" or the WIC logo in an unauthorized manner, including close facsimiles thereof, in total or in part, may be subject to injunction and the payment of damages.

G. TERM

This vendor participation agreement is for a term of three fiscal years or portions thereof, effective on the date the Governor of Guam last signs the agreement, or October 1, 2021, whichever is later, through September 30, 2024.

H. CONTINGENCY

This agreement is contingent upon the continued operation of the WIC Program by the State agency and the availability of federal funds. In the event of discontinuance of the WIC Program by the State agency or the unavailability of federal funds, State agency shall promptly notify vendor of the same in writing, and vendor shall, if so directed, immediately cease accepting WIC FOOD BENEFITS. The State agency shall not be liable for any WIC FOOD BENEFITS accepted by vendor following such notice by the State agency.

I. WHOLE AGREEMENT

This agreement constitutes the whole agreement of the parties, superseding and replacing any and all previous communications, representations or agreements, whether oral or written, by and between the parties, except that all applicable federal laws pertaining to the WIC Program shall be considered a part of this agreement.

J. CHANGES

Any modifications to this agreement must be in writing and signed by the parties and shall be effective only upon the signature of the Governor of Guam.

K. SEVERABLE PROVISIONS

If any provision of this agreement is deemed invalid by a court of law, then such provision shall be stricken from this agreement, and the agreement shall be enforced according to its valid remaining terms.

L. GOVERNING LAW

The validity of this agreement shall be determined according to Guam law, to the extent that it is not inconsistent with applicable Federal laws.

Covenant Against Contingent Fees

Vendor represents and warrants that no person or entity has been employed or retained to solicit or secure this vendor participation agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this representation and warranty, the WIC Program shall have the right to annul this vendor participation agreement without liability or, in its discretion, to offset against amounts it owes vendor under this vendor participation agreement or otherwise recover from vendor the full amount of such commission, percentage, brokerage, or contingent fee, and to seek any other legal remedies available to it as a result of such breach.

Suspension and Debarment

Vendor represents that neither it nor any of its principals has been debarred, suspended or determined ineligible to participate in federal assistance awards or contracts as defined in

regulations implementing Office of Management and Budget Guidelines on Government wide Debarment and Suspension (Nonprocurement) in Executive Order 12549. Vendor further agrees that it will notify the WIC Program immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

Prohibition Against Employment of Sex Offenders

Vendor warrants that no person providing services on behalf of the vendor who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28 Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry shall work for his employer on the property of the government of Guam other than a public highway; and that if any person providing services on behalf of the vendor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense that as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, the employee will be immediately removed from working on the property of the government of Guam and that the WIC Program be informed of such within twenty-four (24) hours of such conviction. Vendor, after notice from the WIC Program of a violation of this provision, shall, within twenty-four (24) hours, take corrective action and shall report such action to the WIC Program. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the WIC Program.

Program Fraud and False or Fraudulent Statements or Related Acts

Vendor acknowledges that under Guam law, 5 G.C.A. Chapter 37 False Claims and Whistleblower Act applies to vendor's actions pertaining to this vendor participation agreement. P.L. 116-34 Chapter III Section 20 (lapsed into law 8-24-18); codified at 5 G.C.A. Chapter 37.

M. DEFINITIONS (7CFR 246.2)

Cash Value Voucher (CVV) means a fixed-dollar amount check, voucher, electronic benefit transfer (EBT) card or other document which is used by a participant to obtain authorized fruits and vegetables.

Compliance Buy means a covert, on-site investigation in which a representative of the Program poses as a participant, parent or caretaker of an infant or child participant, or proxy, transacts one or more food instruments (FIs) and cash value vouchers or CVVs, and does not reveal during the visit that he or she is a program representative.

Electronic Benefits Transfer (EBT) - means a method that permits electronic access to WIC PAPER benefits using a card or other access device approved by the Secretary (Dept. of Agriculture).

eWIC – Refers to Electronic Benefits Transfer (EBT) of WIC food benefits (including cash value benefits) that are loaded onto an Electronic Benefit card.

EBT Capable - shall mean the WIC vendor demonstrates that their cash register system or payment device can accurately and securely obtain WIC PAPER balances associated with an EBT card, maintain the necessary files such as the authorized product list, hot card file and claim file and successfully complete WIC EBT purchases.

Farmer means an individual authorized by the State agency to sell eligible fruits and vegetables to participants at a farmers' market or roadside stands. Individuals who exclusively sell produce grown by someone else, such as wholesale distributors, cannot be authorized.

Food instruments and cash value vouchers means a voucher, check, electronic benefits transfer card (BET), coupon or other document which is used by a participant to obtain supplemental foods.

Employee Fraud and Abuse means the intentional conduct of a State, local agency or clinic employee which violates program regulations, policies, or procedures, including, but not limited to, misappropriating or altering FIs or CVVs, entering false or misleading information in case records, or creating case records for fictitious participants.

Participants means pregnant women, breastfeeding women, postpartum women, infants and children who are receiving supplemental foods or FIs or CVVs under the program, and the breastfed infants of participant breastfeeding women.

Participant Violation means any intentional action of a participant, parent or caretaker of an infant or child participant, or proxy that violates Federal or State statutes, regulations, policies, or procedures governing the Program. Participant violations include intentionally making false or misleading statements or intentionally misrepresenting, concealing, or withholding facts to obtain benefits; exchanging CVVs, FIs or supplemental foods for cash, credit, non-food items, or unauthorized food items, including supplemental foods in excess of those listed on the participant's FI; threatening to harm or physically harming clinic, **farmer** or vendor staff; and dual participation.


“Pattern” is defined as 2 occurrences of the same violation within a 12-month period.

Proxy means any person designated by a woman participant, or by a parent or caretaker of an infant or child participant, to obtain and transact FIs or CVVs or to obtain supplemental foods on behalf of a participant. The proxy must be designated consistent with the State agency's procedures established pursuant to § 246.12(r)(1). Parents or caretakers applying on behalf of child and infant participants are not proxies.

“Food instruments and cash value vouchers” is hereby replaced with *“WIC PAPER BENEFITS”* and with the following definition:

WIC FOOD BENEFITS - means a voucher, check, electronic benefits transfer card (EBT), coupon or other document which is used by a participant to obtain supplemental foods.

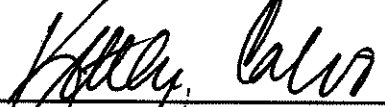
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21-0480 


IN WITNESS WHEREOF, the parties sign below:

VENDOR CERTIFIES THAT THE PERSON
SIGNING THIS AGREEMENT HAS THE
LEGAL AUTHORITY TO BIND VENDOR.

GOVERNMENT OF GUAM



KATHY CALVO
President/Chairwoman
Pay-Less Markets, Inc., dba: Pay-Less Yigo



ARTHUR U. SAN AGUSTIN, MHR
Director, Department of Public Health and
Social Services

Date: 7/23/2021

Date: AUG 04 2021

CERTIFIED FUNDS AVAILABLE:

Not applicable

TOMMY C. TAITAGUE
Administrative Services Officer
Department of Public Health and Social
Services

Date: Not applicable


APPROVED:

Not applicable

LESTER L. CARLSON, JR.
Director, Bureau of Budget and
Management Research

Date: _____

APPROVED AS TO LEGALITY AND FORM:



LEEVIN TAITANO CAMACHO
Attorney General of Guam
Office of the Attorney General

Date: 8/16/21
DPHSS 21-0480

APPROVED:



LOURDES A. LEON GUERRERO
Governor of Guam

Date: 8/31/2021

RECEIVED
08-10-21 
OFFICE OF THE ATTORNEY GENERAL
SOLICITORS DIVISION