

**GEORGIA WIC PROGRAM
VENDOR AGREEMENT**

**Full Legal Name of
Store or Corporation** _____

**Doing Business As
(If applicable)** _____

Street Address _____

*Store location or corporate home
office*

City _____ **State** _____ **Zip** _____

Business Telephone _____ **County** _____
(Area Code) Number

Mailing Address _____

(If different from above)

City _____ **State** _____ **Zip** _____

Email Address _____

Fax Number _____

Federal Employer Identification Number _____

Registered Agent _____

(If applicable)

Mailing Address _____

City _____ **State** _____ **Zip** _____

*NOTE: All communications, i.e. disqualifications, sanctions,
addendums, annual training, etc. will be mailed to all listed
addresses*

DO NOT WRITE BELOW THIS LINE

**GEORGIA WIC PROGRAM USE ONLY
WIC VENDOR NUMBER
(Corporate vendors only)**

This Agreement is by and between the Georgia Special Supplemental Nutrition Program for Women, Infant and Children ("Georgia WIC" or the "Program") having a mailing address of Two Peachtree Street NW, Suite 10-476, Atlanta, Georgia, 30303-3142, and the above-named business entity ("the Vendor"). This agreement is effective for the period beginning **October 1, 2016** and ending **September 30, 2019**.

I. PURPOSE

The purpose of this agreement is to establish the terms and conditions for an authorized vendor to sell prescribed supplemental foods under the Georgia WIC Program, in accordance with federal and state laws and regulations.

II. VENDOR ELIGIBILITY AND LOCATION

- A. An eligible vendor is a business entity that is 1) licensed by the Georgia Department of Agriculture and, 2) without a debarment or suspension from United States Department of Agriculture. Military commissaries and pharmacies do not have to be licensed by the Georgia Department of Agriculture.
- B. An eligible vendor is a business entity that is 1) registered and licensed by the United States Department of Agriculture Food & Nutrition Service as a retail participant in the Supplemental Nutrition Assistance Program or SNAP (formally the Food Stamp Program) and 2) is in good standing without debarment or suspension from the United States Department of Agriculture or the SNAP program. Military commissaries and pharmacies do not have to be SNAP participants.
- C. An eligible vendor must have a fixed location with an official physical address.
- D. For corporate vendors owning two (2) or more locations, the requested information for each location must be listed on the Corporate Attachment (Form 3771A) and made part of the agreement. The corporate attachment form is an addendum to the corporate vendor agreement. The attachment form serves as verification that the location listed is the authorized location at which WIC vouchers are to be redeemed. Vendors are not permitted to redeem vouchers in a location other than the authorized location listed in the vendor agreement or corporate attachment.
- E. An eligible vendor must meet all requirements as described in the most recent version of the Georgia WIC Program Vendor Handbook and all addendums.
- F. The vendor must comply with the selection criteria, including any changes to those criteria, throughout the agreement period. The Georgia WIC Program may reassess any authorized vendor at any time during the vendor agreement period using the current vendor selection criteria, and will terminate the agreement if the vendor fails to meet those criteria.
- G. A vendor authorized as a military commissary or pharmacy will be given certain exceptions to this agreement. The exceptions are outlined in this Agreement and the Georgia WIC Program Vendor Handbook.

III. RESPONSIBILITIES – VENDOR

The Vendor agrees to comply with the provisions of this agreement and all federal and state laws, policies, procedures, rules and regulations, including those contained in the most recent publication of the Vendor Handbook and

State Plan, and any subsequent revisions to the policies, procedures, laws, rules and regulations issued by the federal government and the Georgia WIC Program during the agreement period. This Agreement will be interpreted according to the laws of the state of Georgia.

A. THE VENDOR AGREES AND COVENANTS:

1. To be fully accountable for the actions of its paid or unpaid owners, officers, managers, agents and employees, including any vendor violations committed by such persons.
2. To abide by the rules, policies and procedures as outlined in the most recent publication of the Georgia WIC Program Vendor Handbook and all addendums, and all federal and state laws and regulations.
3. To not solicit the WIC customer on the premises of WIC clinics.
4. To only purchase infant formula, that will be redeemed for WIC vouchers, from the Approved Infant Formula Supplier list. Records of the infant formula purchase must be maintained according to Section III.J.4 of this Agreement.
5. To submit total food sales and gross sales revenue records, and any other records or information needed to validate total food sales and gross sales, as requested by the Georgia WIC Program, and to complete and submit, upon request, any authorization documents pertaining thereto.
6. To not use the WIC acronym, the WIC logo or close facsimiles thereof, in total or in part, either in the official name in which the vendor is registered or under the name in which it does business; or in any unauthorized manner on packages, product labels, proprietary materials including pamphlets and brochures, or in any form of marketing, promotional material or advertisement of the store.
7. To carry a substantial amount of non-WIC food inventory at all times. The vendor must carry the minimum amount of items in each category as specified in the Vendor Handbook.
8. To comply with the vendor selection criteria throughout the agreement period, including any changes to the criteria.
9. To not offer, advertise, promise or indicate an intention to provide incentives to WIC participants. Vendors who use advertisements or incentives to solicit the business of WIC participants, or offer incentives or delivery services will be subject to sanctions as explained in this Vendor Agreement and the Vendor Handbook. Incentives include but are not limited to free or complimentary gifts, home delivery of foods, store memberships, and free or discounted services.
10. To prominently display in plain sight the poster provided by the Georgia WIC Program indicating that the store welcomes or accepts WIC.
11. To submit all records, or information requested by Georgia WIC within the timeframe for compliance with the request, and to sign any authorization documents requesting the release of information or documents directly to the Georgia WIC Program.

B. VENDOR TRAINING

Prior to accepting WIC vouchers, the vendor or his authorized representative must receive interactive authorized training. The vendor must also participate in annual training on changes and updates on the Georgia WIC Program policies and procedures. The Georgia WIC Program will provide the date, time and location of the training, and will provide vendors with at least one alternative date on which to attend interactive training. The vendor may submit a written request for the Georgia WIC Program to provide subsequent customized training to store personnel at any time after both parties have signed the agreement.

The vendor agrees and covenants:

1. To participate in all required training, including annual training.
2. To provide training on the requirements of the WIC program to paid and unpaid employees, agents and all personnel involved in WIC transactions.
3. To not participate in the Georgia WIC Program until Authorized Training has been completed and a vendor stamp has been issued.
4. To not participate in the Georgia WIC Program until the vendor has received a passing score of eighty points or higher on the Post Vendor Training Evaluation.
5. For vendors with multiple locations that have separately been authorized to participate in the WIC program, to provide documentation that a management representative(s) from each authorized store location has been trained on the required topics as listed on the Corporate Vendor Training Checklist (Form 3757A), (Corporate vendors only).

C. NO SUBSTITUTIONS, CASH, REFUNDS, OR EXCHANGES

The vendor agrees and covenants:

1. To only charge for authorized supplemental foods selected by the WIC customer as listed on the food instrument or cash value/fruit and vegetable voucher, and not charge for WIC approved items that are not received by the WIC customer.
2. To not provide unauthorized food items, non-food items, cash or credit (including rain checks) in exchange for food instruments or cash value/fruit and vegetable vouchers.
3. To not provide refunds or permit exchanges for authorized supplemental foods obtained with food instruments or cash-value vouchers, except for exchanges of the same brand and size when the original authorized supplemental food item is defective, spoiled, recalled or has exceeded its "sell by" or "best if used by" or other date limiting the sale or use of the food item.
4. To provide only the authorized infant formula which the vendor has obtained pursuant to paragraph (4) of Section III.A of this agreement, to participants in exchange for food instruments for infant formula.

D. FOOD INSTRUMENT TRANSACTIONS

The vendor agrees and covenants:

1. To accept food instruments and cash-value vouchers only from WIC participants, parents or caretakers of infants and child participants, or proxies (the "WIC customer").
2. To ensure that WIC food instrument transactions are processed in accordance with the procedures set forth in the most recent publication of the Georgia WIC Program Vendor Handbook and all addendums.
3. To not demand that a WIC customer purchase every eligible WIC food item listed on the voucher.
4. To allow WIC customers the right to purchase the eligible foods of their choice as listed on the WIC food instrument, cash value voucher and the approved food list.
5. To ensure that the purchase price is entered on food instruments and cash-value vouchers in accordance with the procedures governing the processing of WIC food instruments in the most recent publication of the Vendor Handbook. The purchase price must include only the authorized supplemental food items actually provided and must be entered on the food instrument or cash-value voucher in plain sight of the WIC customer during the WIC transaction.
6. To ensure that the WIC customer signs the food instrument or cash-value voucher in the presence of the cashier.
7. To only allow the purchase of supplemental foods listed on the food instrument and cash value/fruit and vegetable voucher.
8. To offer the WIC customer the same courtesies offered to all other customers.
9. To ensure that all information including the identity of the WIC customer is kept confidential, in accordance with federal and state law and regulation.
10. To ensure that the Georgia WIC Program is not being charged for foods not received by the participant.
11. To not charge the WIC customer for authorized supplemental foods obtained with food instruments or cash-value vouchers.
12. To not contact or seek restitution from the WIC customer for WIC food vouchers not paid or partially paid by the Georgia WIC Program.
13. To not request cash from the WIC customer for any WIC transaction except for transactions involving the cash value/fruit and vegetable vouchers, for which the total amount of the transaction exceeds the amount on the voucher.
14. To not provide the WIC customer with unauthorized food or non-credit food items, rain checks/IOUs, credit slips, due bills or other similar receipts for WIC foods not obtained at the time of the purchase.
15. To allow the WIC customer to participate in in-store and/or manufacturer promotions that include WIC approved food items. This includes 'buy one, get one or more free' promotions.
16. To not collect sales tax on authorized WIC food purchases, except on the purchase amount that is in excess of the amount on a cash value/fruit and vegetable voucher, if applicable.
17. To not charge the WIC customer or the Georgia WIC Program for bank fees or other fees related to food instrument redemption.

18. To allow the WIC customer to use their own funds in excess of the monetary limits for their cash value/fruit and vegetable voucher.
19. To not issue cash change to a WIC customer for purchases less than the total value of the cash value/fruit and vegetable voucher.
20. To only use the cash value/fruit and vegetable voucher for fruit and vegetable purchases.
21. To enroll in the Automatic Clearing House upon authorization for the payment of WIC vouchers that exceeds the maximum allowable price.
22. To provide a single account number to which all WIC vouchers will be deposited.

E. PRICING

The vendor agrees and covenants:

1. To clearly mark the price of WIC foods on the item, container, shelf or sign near the WIC food item.
2. To provide each WIC food item at or below the current shelf price.
3. To not accept WIC food instruments or cash value/fruit and vegetable vouchers before the "First Date to Use" or after the "Last Date to Use" as printed on the food instrument.
4. To submit vouchers to the bank for payment within sixty days from the "First Date to Use" as indicated on each food instrument.
5. To submit food instruments and cash-value vouchers for redemption in accordance with the redemption and voucher payment procedures outlined in the most recent version of the Vendor Handbook.
6. To accept an adjustment in the amount written in the "pay exactly" box of the WIC food instrument submitted for redemption if the amount exceeds the statewide and/ or peer group Maximum Allowable Prices or Maximum Allowable Reimbursement Level.
7. To remain price-competitive throughout the agreement period. If the vendor is identified as non-competitive for three additional assessments for a total of four (4) failed assessments within a twelve-month period or less, the vendor agreement will be terminated.

F. OVERCHARGING

The vendor agrees and covenants:

To not overcharge the WIC customer or the Georgia WIC Program by charging more than the vendor's current shelf price for a WIC approved food item(s), or by charging a WIC participant more for food than a non WIC customer.

G. VENDOR COST CONTAINMENT

The Georgia WIC Program is responsible for ensuring that vendors charge competitive prices for supplemental foods. Accordingly, the Georgia WIC Program will assess all authorized vendors annually and at reauthorization, except pharmacies and military commissaries, to determine if they derive more than fifty (50) percent of their food revenue from WIC transactions. Newly authorized vendors will be assessed within

six (6) months of authorization to determine if they derive more than fifty (50) percent of their food revenue from WIC transactions.

If an authorized vendor is determined to derive more than fifty (50) percent of its food revenue from WIC transactions at an annual assessment, that vendor will be terminated from the Georgia WIC Program, unless termination will result in inadequate participant access, in which case, a vendor will be reassigned to Peer Group G. The Georgia WIC Program's decision to terminate an authorized vendor based upon an Above-Fifty Percent designation may be appealed.

If upon reassessment the Georgia WIC Program reassigns a vendor to a peer group offering a lower level of reimbursement in error, and on appeal the vendor is restored to their original peer group, damages to the vendor will be limited to the difference between the reimbursement that should have been received and the reimbursement actually received.

H. NON-DISCRIMINATION

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal and, where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

Persons with disabilities, who wish to file a program complaint, please see information above on how to contact us by mail directly or by email. If you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

USDA is an equal opportunity provider and employer.

I. CHANGE OF OWNERSHIP OR LOCATION, OR CHANGE/CESSATION OF OPERATIONS

The vendor agrees and covenants:

1. To submit to the Georgia WIC Program proof of ownership, identity and any other requested documents, (e.g. articles of incorporation, bill of sale, partnership declaration, evidence of sole proprietorship, social security card, driver's license, etc.).
2. To notify the Georgia WIC Program in writing at least twenty-one days in advance of any change in location or other information, including but not limited to the name of the store and telephone number, change in ownership or change/cessation of business operations.

J. PERFORMANCE COMPLIANCE AND CONFLICT OF INTEREST

The vendor agrees and covenants:

1. To be monitored for compliance with Georgia WIC Program requirements.
2. To permit unannounced visits by federal or state agency representatives to review adherence to federal and state laws and the Georgia WIC Program policies and procedures.
3. To provide access to Georgia WIC food instruments and cash value/fruit and vegetable vouchers on hand, inventory records (invoices) and any other business records during a monitoring visit or inventory audit by any authorized federal or state agency representative.
4. To maintain records used for federal tax reporting purposes, inventory records including purchase and sales invoices and receipts, and all other records related to Georgia WIC transactions and participation in the Georgia WIC Program for the three previous years and the current year, or until pending investigations are completed, if longer.
5. To disclose any potential or actual conflict of interest between the vendor and the Georgia WIC Program or its employees.
6. To not engage in any activity with the Georgia WIC customer that would create a conflict of interest, as determined by the Georgia WIC Program. This includes, but is not limited, acting as a proxy for the Georgia WIC customer.
7. To not attempt to circumvent a sanction(s) by selling, assigning or otherwise transferring ownership to any person including the vendor's partners, members, owners, officers, directors, employees, relatives by blood or marriage, heirs or assigns.

K. VENDOR CLAIMS AND PAYMENTS

The vendor agrees and covenants:

1. To pay any claim assessed by the Georgia WIC Program, in accordance with Section VIII of this Agreement, if the Georgia WIC

Program determines that vendor has committed a violation affecting payment to the vendor.

2. To pay claims and penalties levied for audit citations and for sanctions levied pursuant to this agreement and the most recent publication of the Georgia WIC Program Vendor Handbook and all addendums.
3. That denial of payment by the state agency or payment of a claim by the vendor for a vendor violation(s) shall not absolve a vendor of the violation(s) committed; and that sanctions may be assessed against a vendor for program violations according to the version of the Vendor Handbook and all amendments in effect at the time the violation occurs.

L. STATE PROPERTY

The vendor agrees and covenants:

1. To return the vendor stamp(s) to the Georgia WIC Program upon termination, change of ownership or disqualification.
2. To immediately report lost, stolen or damaged vendor stamps to the Georgia WIC Program .
3. To not reproduce the vendor stamp.

IV. RESPONSIBILITIES – GEORGIA WIC PROGRAM

The Georgia WIC Program agrees to adhere to federal and state laws, policies, procedures, rules and regulations, including the most recent publication of the Vendor Handbook and all addendums.

Any subsequent revisions to the policies, procedures, laws, rules and regulations that relate to the Georgia WIC Program issued by the federal government are hereby made a part of this agreement.

Georgia WIC Program further agrees:

- A. To provide the vendor with the most recent publication of the Georgia WIC Program Vendor Handbook and all addendums.
- B. To ensure that Georgia WIC customers are informed of the proper food instrument redemption procedures and the correct use of Georgia WIC food instruments.
- C. To notify the vendor of new program requirements set forth by the U.S. Department of Agriculture regulations and the Georgia WIC Program.
- D. To provide training for the vendor on policies and procedures of the Georgia WIC Program, at a time, place and in a manner prescribed by the Georgia WIC Program.
- E. To monitor and audit vendors for possible violations of the Georgia WIC Program rules, regulations, policies or procedures.
- F. To enforce rules, regulations, policies and procedures of the Georgia WIC Program through a system of claims, penalties, and/or sanctions as described in the most recent publication of the Georgia WIC Program Vendor Handbook and all addendums.
- G. To provide appropriate written notice of intent or reason(s) to terminate this agreement.

- H. To notify the vendor of the right to appeal those adverse actions that are appealable.
- I. To provide payment for food instruments validly redeemed and submitted to the Georgia WIC Program as prescribed in the most recent publication of the Georgia WIC Program Vendor Handbook and all addendums.
- J. To deny payment for food instruments that are fraudulent or improperly completed, redeemed or submitted.
- K. To delay payment or establish a claim when it determines the vendor has committed a vendor violation that affects payment to the vendor.
- L. To provide a vendor the opportunity to justify or correct a claim assessed against it, and to collect such a claim in accordance with Section VIII of this Agreement.
- M. To notify vendor of stolen vouchers. Stolen vouchers may not be redeemed.
- N. To maintain an up-to-date listing of Approved Infant Formula wholesalers, manufacturers and distributors that authorized vendors must use to purchase infant formula.

V. TERMINATION OF THE VENDOR AGREEMENT

Summary Termination. The Georgia WIC Program will terminate this agreement if it determines that the vendor provided false information or made a material omission in connection with its application for authorization or re-authorization.

Termination Upon Notice. The Georgia WIC Program may terminate the vendor agreement for cause after providing at least 15 days advance written notice. Reasons for termination **may include, but are not limited to, the following:**

1. Voluntary withdrawal from the WIC program.
2. The decision to sell the store.
3. Expiration of the agreement without a new application being submitted.
4. Civil Money Penalty imposed by SNAP in lieu of disqualification.
5. Use of the WIC acronym, WIC logo, or close facsimiles thereof, in total or in part, in a manner that violates the provisions of this agreement and the vendor handbook.
6. Accepting food instruments through the mail or mailing any approved formula/medical foods directly to the WIC customer.
7. Failure to complete and submit documentation for annual training by the deadline specified by the Georgia WIC Program.
8. Failure to provide the Georgia WIC Program with written notice of a change in the vendor's business within at least twenty-one days in advance of the change (including but is not limited to a change in ownership, name, location, corporate structure, sale or transfer of the business, or cessation of operation.)
9. Two failed attempts by the Georgia WIC Program to contact the vendor during business hours at the vendor's reported address and telephone number.
10. Determination that the vendor's SNAP license is invalid or not current.

11. Providing false information or vendor records, other than information or records provided in connection with a vendor application for authorization or re-authorization.
12. Failure to provide food instruments, inventory records, food sales or tax information upon request.
13. Failure to allow monitoring by WIC representatives, or harassing or threatening any WIC representative.
14. Forging a participant's signature on a WIC food instrument.
15. Reproducing the WIC vendor stamp.
16. Identification by the Georgia WIC Program of a conflict of interest as defined by applicable state laws, regulations, and policies, between the vendor and the Georgia WIC Program or its local agencies.
17. Failure to enroll in ACH within the time specified.
18. Four failed assessments for non-competitive prices within a 12-month period or less.
19. Providing prohibited incentive items as part of a WIC transaction, in a manner that violates the provisions of this agreement and the vendor handbook.
20. Failure to meet the selection criteria in effect at the time of assessment at any time throughout the agreement period.
21. Less than \$2,000.00 in annual WIC redemptions or failure to redeem any WIC food instruments in sixty (60) days.
22. Violation of any federal or state law or regulation, or terms of the WIC Vendor Agreement or Vendor Handbook not otherwise covered by the sanction system.

After being terminated from the Georgia WIC Program, the vendor will not be automatically reinstated as an authorized Georgia WIC vendor. The vendor may re-apply no sooner than one (1) year after being terminated from the Georgia WIC Program. To re-apply, the vendor must complete the application process in its entirety.

If a termination is overturned on appeal, the Georgia WIC Program shall not be liable for consequential damages, including but not limited to lost profits and attorney's fees.

VI. SANCTIONS

Any authorized Georgia WIC vendor found to be in violation of federal regulations or the Georgia WIC Program policy will be assessed a sanction consistent with the severity and nature of the violation, in accordance with the Georgia WIC Program sanction schedule. Vendor violations means any intentional or unintentional action of a vendor's current owners, officers, managers, agents, or paid or unpaid employees (with or without the knowledge of management) that violates the WIC Vendor Agreement or Federal or State statutes, regulations, policies or procedures governing the Program.

There are seven categories of sanctions, three categories of State agency sanctions and four categories of federal mandatory sanctions. State agency sanctions are established by Georgia WIC program representatives and have been approved by the United States Department of Agriculture (USDA) prior to implementation. State agency sanctions include disqualification, and civil money

penalties assessed in lieu of disqualification in the event of inadequate participant access. Federal mandatory sanctions are established by the USDA. Both State agency and Federal mandatory sanctions must be enforced when violations occur.

The vendor is required to abide by the provisions of the current Georgia WIC Program Vendor Handbook, as amended, including the sanction schedule outlined therein. The vendor will be sanctioned for program violations according to the version of the handbook and all amendments in effect at the time the violation occurs.

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

If there is credible evidence that the vendor has committed fraud or abuse in excess of \$1000.00 or other major criminal activity has occurred, the Georgia WIC Program will immediately advise the USDA Food and Nutrition Service Regional Office, which will refer the case to the appropriate USDA Office of the Inspector General Regional Office.

Disqualification from the WIC program may result in disqualification as a retailer in SNAP. Such disqualification may not be subject to administrative or judicial review under SNAP.

VII. SANCTIONS/VIOLATIONS FROM PREVIOUS AGREEMENT PERIODS

- A. **Sanctions.** Any sanctions that are in the vendor's record at the time of re-authorization will remain on the vendor's record for the period of time specified when the sanction was issued. Prior year's sanctions may result in a denial of the authorization of the application and/or additional sanctions up to and including disqualification, in accordance with the most recent Georgia WIC Program Vendor Handbook and all addendums.
- B. **Violations.** Pending and/or potential violations, that exist at the time of re-authorization will accrue and may result in sanctions up to and including disqualification, in accordance with the most recent Georgia WIC Program Vendor Handbook and all addendums.

VIII. CLAIMS ASSESSED AND COLLECTED AGAINST VENDORS

- A. When it is determined that a vendor has committed a vendor violation that affects payment to the vendor by Georgia WIC, or Georgia WIC identifies errors in a vendor's completed food instrument(s) submitted for payment, Georgia WIC will delay payment or establish a claim against a vendor.
- B. A vendor will be afforded an opportunity to justify or correct a vendor overcharge or other error. Should Georgia WIC not approve the justification

or correction, a vendor will be responsible for repayment of the claim assessed. Such claims are not subject to administrative review.

C. Claims for repayment may be collected as follows:

1. Offsetting the claim against current and subsequent amounts to be paid to a vendor;
2. Submitting a written request for payment to a vendor specifying repayment within thirty (30) days of the date of the request in the event the claim cannot be fully repaid via offset; and,
3. Pursuing claims collection efforts through the State Attorney General's Office if not paid within thirty (30) days of written request for repayment.

IX. CRIMINAL PENALTIES

The vendor will be subject to criminal prosecution under applicable federal, state or local law for fraud or abuse in the program. Those who have willfully misapplied, stolen or fraudulently obtained program funds will be subject to a fine of not more than twenty-five thousand dollars (\$25,000.00) or imprisonment for not more than five (5) years, or both, if the value of the funds is one hundred dollars (\$100.00) or more. If the value is less than one hundred dollars (\$100.00), the penalties are fines of not more than one thousand dollars (\$1,000.00) or imprisonment for not more than one (1) year, or both. The Georgia WIC Program will refer all criminal activity including theft, fraud and embezzlement to local law enforcement.

X. ADVERSE ACTIONS AND REVIEW PROCEDURES

Information on adverse actions the vendor may appeal, adverse actions that are not subject to administrative review, as well as Georgia WIC's administrative review procedures are found in the Section 511-8-1-.06 of the Rules and Regulations of the State of Georgia and the most recent publication of the Vendor Handbook. The vendor agrees to abide by said provisions if requesting review of an adverse action.

XI. SEVERABILITY

If any one provision of this agreement or form attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this agreement.

XII. RENEWABILITY

This agreement is not renewable. If the vendor wishes to continue to be authorized beyond the current agreement period, the vendor must re-apply for authorization.

XIII. NON – TRANSFERABILITY

This agreement is not transferable.

XIV. MISCELLANEOUS

The vendor certifies, through the signature of the owner, or an authorized representative below, that he or she understands and accepts all terms of this agreement. The individual signing this agreement certifies that they are authorized to sign the agreement on behalf of the vendor.

This agreement becomes valid only upon the signature of an authorized representative of the Georgia WIC Program and upon receipt, by the vendor, of an executed copy along with vendor stamps for each authorized location.

This agreement does not constitute a license or property interest. If the vendor wishes to continue to be authorized beyond the period of this agreement, the vendor must apply for re-authorization. If the vendor is disqualified, the Georgia WIC Program will terminate this agreement, and the vendor will have to re-apply to be authorized after the disqualification period is over. The vendor's new application will be subject to the vendor selection criteria and any vendor limiting criteria in effect at the time of re-application.

The Georgia WIC Program Vendor Handbook is part of this agreement, and is incorporated by reference.

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[SIGNATURES ON THE FOLLOWING PAGE]

VENDOR SIGNATURE

Signature of Authorized Representative (no initials)	First	Middle	Last	Date
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Authorized Representative (Type or Print) (no initials)	First	Middle	Last	Date
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Title (Type or Print)

DO NOT WRITE BELOW THIS LINE

GEORGIA WIC PROGRAM USE ONLY

GEORGIA WIC PROGRAM SIGNATURE

Signature	Date
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Debra L. Keyes

Authorized Representative (Type or Print)

WIC Director

Title (Type or Print)