

**Louisiana Department of Health- Office of Public Health**  
**Bureau of Nutrition Services**  
**The Special Supplemental Nutrition Program for Women, Infants and Children (WIC)**  
**VENDOR APPLICATION**

Completion of this Vendor Application is required to be considered for Louisiana WIC (LA WIC) Authorization/Reauthorization as an Authorized WIC Vendor (Vendor). The submission of this Vendor Application does not guarantee WIC Authorization/Reauthorization and the information provided will be used to assess eligibility or continuing eligibility for WIC Authorization. The information that is provided may be disclosed to federal, state and/or local law enforcement agencies and/or federal and state tax authorities for the purposes of eligibility determination, law enforcement and collection of forfeitures, recoupments and forfeiture assessments. Failure to provide any information may increase the time it takes to process your store's Vendor Application, and/or make the Vendor Application ineligible for review.

<p><b>Return Completed Vendor Applications to:</b></p> <p><b>LDH/OPH/Bureau of Nutrition Services</b>  <b>Vendor Operations Unit</b>  <b>628 North 4th St., Bin #4</b>  <b>Baton Rouge, LA 70802</b></p> <p><b>Note: Only <u>completed</u> Vendor Applications will be processed.</b></p>	<p style="text-align: center;"><b><u>FOR LA WIC USE ONLY</u></b></p> <p>Trade Area: _____ Expires in Year: _____</p> <p>Vendor ID: _____</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"></td> <td style="width: 20%; text-align: center;">Date</td> <td style="width: 20%; text-align: center;">Initials</td> </tr> <tr> <td style="text-align: center;">Received:</td> <td style="text-align: center;">(mm/dd/yyyy)</td> <td></td> </tr> </table>		Date	Initials	Received:	(mm/dd/yyyy)	
	Date	Initials					
Received:	(mm/dd/yyyy)						
<p><b>Part 1. STORE INFORMATION</b></p>							
Name Store is Doing Business As (DBA):	Legal Name of Store (Must match the name on file with the Secretary of State):						
Store Street Address (Physical Location):	City: State:						
ZIP Code:	Store Parish: Store Telephone Number:						
Mailing Address (If Different From Above):	City: State: ZIP Code:						
<p><b>CONTACT PERSON(S): Please list the Primary Store Contact, Primary Corporate Contact, and any other person responsible for the day-to-day, on-site operations of this store (including the owner if they act in this capacity). Please show names as they appear on legal documents.</b></p>							
1. Primary Store Contact (Last, First Middle):	Title:						
Contact Person's Email Address:	Contact Person's Telephone Number (Including Area Code):						
2. Primary Corporate Contact Name (Last, First Middle):	Title:						
Contact Person's Email Address:	Contact Person's Telephone Number (Including Area Code):						
3. Other Contact (Last, First Middle):	Title:						
Contact Person's Email Address:	Contact Person's Telephone/Cell Number (Including Area Code):						

**Part 2. STORE TYPE and OWNERSHIP****A. Store Type:** Please choose the Store Type that best describes your store from the options below:

- ☐ Independent or Local Grocery - A store that operates only within Louisiana and primarily purchases from 3<sup>rd</sup> party suppliers.
- ☐ Regional Grocery - A store that operates within Louisiana and one or more additional states and primarily purchases from 3<sup>rd</sup> party suppliers. This includes Military Commissaries.
- ☐ National Grocery - A store that operates within Louisiana and one or more additional states, primarily sells groceries, and primarily purchases from its own corporate supplier.
- ☐ Mass Merchandiser - A store that operates within Louisiana and most or all states, sells a wide variety of merchandise in addition to groceries, and primarily purchases from its own corporate supplier.

**B. Other Store Ownership Disclosure:** For other stores owned by the same owner submitting this Vendor Application (sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, or limited liability company), list below:

1. Any other WIC Authorized stores located in the State of Louisiana, and indicate if any have been determined to be Above-50 Vendors (a store that derives, or is expected to derive, more than 50% of annual food sales revenue from WIC Transactions). If more space is needed, please complete a separate page and attach it to this Vendor Application.

Store Name:	Store Address:	Is Store an Above-50 (A50) WIC Vendor?

2. Any other WIC Authorized stores located outside of the State of Louisiana, and indicate if any have been determined to be Above-50 Vendors (a store that derives, or is expected to derive, more than 50% of annual food sales revenue from WIC Transactions). If more space is needed, please complete a separate page and attach it to this Vendor Application.

Store Name:	Store Address:	Is Store an Above-50 (A50) WIC Vendor?

**Part 3. STORE HISTORY**

A. When did the store begin operating under this applicant's ownership? \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (mm/dd/yyyy)

**Sections B, C and D should only be completed by an applicant who is applying for initial WIC Authorization.****B.** Was there a grocery/store business at this location prior to the current ownership?

- ☐ No ☐ Yes, then complete the sections below:

Previous Business Name:	Name (s) of Previous Owner (s):	Was the business WIC Authorized? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of change of ownership or last known date that the store was open (whichever is later). (mm/dd/yyyy) ____ / ____ / ____

**C. Prior Relationship Disclosure:** Do any of the owners, managers or employees have any relationship with the previous business owners? A relationship would include (but is not be limited to): business partner, share/stock holder, member of immediate or extended family, corporate officer, manager, employee or other type of relationship. ☐ **Yes** ☐ **No** ☐ **N/A**

If yes, complete the next line. If more space is needed, please complete on a separate page and attach it to this Vendor Application.

Current Business Person's Name:	Is/Was Related to (include name and title):	How?

**D. Comments (optional):** Use this section to explain specific circumstances regarding store history (i.e. change of ownership, temporary store closures, etc.). If more space is needed, please use a separate page and attach it to this Vendor Application.

#### Part 4. STORE OPERATIONS INFORMATION

<b>A. Square Feet of Retail Space:</b>		<b>B. Total Number of Cash Registers (WIC Capable and Non-WIC Capable, Self-Checkout and Manned) *:</b>	
<b>C. Total Number of WIC Capable Cash Registers (Self-Checkout and Manned)*:</b>		<b>D. Number of WIC Capable Self-Checkout Lanes *:</b>	

### E. Cash Register System and Store Procedures:

1. Please complete the following information: (a) Name of POS Provider: \_\_\_\_\_  
(b) Name of POS System: \_\_\_\_\_ (c) Type of System: ☐ Stand-Beside ☐ Integrated
2. If this store is currently WIC Authorized, has the POS Provider changed since this store's last in-store Level 3 (L3) certification? ☐ Yes ☐ No ☐ N/A , This store is not currently WIC Authorized
3. Does the store provide itemized receipts to customers showing:
- a. Date of purchase? ☐ Yes ☐ No
- b. Description of each item purchased? ☐ Yes ☐ No
- c. Quantity of each item purchased? ☐ Yes ☐ No
- d. Total sale amount? ☐ Yes ☐ No
4. Do store Cash register (s) perform split tender transactions (accept cash or other form of payment)? ☐ Yes ☐ No

\* LA WIC defines a Cash Register as a point-of-sale device that is used and capable of transacting any food sales within the store location, whether it is part time or full time. LA WIC defines a WIC Capable Cash Register as a point-of-sale device that is capable of processing a WIC Transaction. This includes fixed cash registers as well as any mobile devices with similar capabilities to process a WIC Transaction.

**Note:** Prior to becoming an Authorized WIC Vendor, the store's cash register (s) must meet additional requirements for L3 certification.

**F. Does the Owner or Applicant have Access To and Utilize:**

1. A computer?    ☐ Yes    ☐ No
2. The Internet such that it will facilitate communicating electronically with LA WIC, as well as downloading and uploading electronic documents to/from LA WIC?    ☐ Yes    ☐ No
3. An e-mail account capable of sending electronic communications to and receiving from LA WIC?    ☐ Yes    ☐ No

**G. Days and Hours of Operation** (circle A.M. or P.M.):

DAY	FROM (OPEN)	TO (CLOSE)	CHECK IF OPEN 24 HOURS
Sunday	<del>A.M.</del> / P.M.	A.M. / <del>P.M.</del>	<input type="checkbox"/>
Monday	<del>A.M.</del> / P.M.	A.M. <del>P.M.</del>	<input type="checkbox"/>
Tuesday	<del>A.M.</del> / P.M.	A.M. <del>P.M.</del>	<input type="checkbox"/>
Wednesday	<del>A.M.</del> / P.M.	A.M. <del>P.M.</del>	<input type="checkbox"/>
Thursday	<del>A.M.</del> / P.M.	A.M. / <del>P.M.</del>	<input type="checkbox"/>
Friday	<del>A.M.</del> / P.M.	A.M. <del>P.M.</del>	<input type="checkbox"/>
Saturday	<del>A.M.</del> / P.M.	A.M. <del>P.M.</del>	<input type="checkbox"/>

**H. Is the store open for a minimum of 6 days per week, with a minimum of 48 hours open to the public?** ☐ Yes ☐ No

**I. Supplier Information:** Please provide the name (s) and location (s) of your primary Supplier (Wholesaler and/or Distributor) of WIC foods. Please also provide your infant formula Supplier, if different than your primary WIC food Supplier. Indicate your infant formula Supplier (s) by marking "X" in the last column. If more space is needed, please complete on a separate page and attach it to this Vendor Application.

Supplier Name	Street Address	City	State	ZIP Code	Telephone	Formula Supplier
						<input type="checkbox"/>
						<input type="checkbox"/>

**Part 4. STORE OPERATIONS INFORMATION (Continued)****J. Full-Line Grocery Store (a store that carries the following items):**

- 5 varieties of cereal with 5 or more units of each variety;
- 3 varieties of bread or tortillas with 5 or more units of each variety;
- 4 varieties of fresh fruits with at least 5 units of each variety;
- 4 varieties of fresh vegetables with at least 5 units of each variety;
- 4 varieties of fresh or frozen meat, poultry or fish with at least 5 units of each variety;
- 2 varieties of rice with 6 or more units of each variety.

1. Does your store carry the above listed WIC Approved Food Items in the varieties and quantities listed? ☐ Yes ☐ No
2. Are the above listed WIC Approved Food Items on display and available for retail sale during all hours the store is open?  
☐ Yes ☐ No

**Part 5. BANKING INFORMATION: If applying for WIC Reauthorization, only complete Part 5 if requesting to change banking information. Identify the account for all EBT payments or other reimbursements. Verify your routing and account number with your bank or corporate office before completing this section.**

Bank Name and Branch	Name on Account	Routing Number (9 digits)	Account Number	
Address	City	State	ZIP	Telephone

**Part 6. STORE SALES INFORMATION: In accordance with federal WIC regulations, LA WIC is required to evaluate annual food sales and the amount of revenue that is expected to be derived from WIC and other sources. All food sales information requested below is based on the sale of SNAP-eligible items to any customer. Refer to the Food Sales Fact Sheet for additional information on SNAP-eligible items.****A. Total Amount of Revenue:**

1. Provide the total amount of revenue for the last federal tax year (Jan. 1 – Dec. 31), or for the period of time the store has been in business, for the following:
- a. Combined food and non-food sales revenue: \$ \_\_\_\_\_
- b. Food sales revenue (should be less than the amount entered in 1.a above): \$ \_\_\_\_\_

**B. Sales/Transaction Information:**

1. Do you expect the store's WIC sales to be more than 50% of its annual food sales revenue? ☐ Yes ☐ No
2. Provide percentage of annual food sales revenue by type of payment (Round each percentage to the nearest whole number. The sum of the percentages must equal 100%.):
- SNAP: \_\_\_\_\_% WIC: \_\_\_\_\_% All other tenders: \_\_\_\_\_%

**C. Supplemental Nutrition Assistance Program (SNAP) Authorization Information**

1. Is the store authorized to participate in SNAP? ☐ Yes ☐ No

**Note:** To become an Authorized WIC Vendor, the applicant must be currently participating in the USDA Supplemental Nutrition Assistance Program (SNAP).

**Part 7. FINES, DISQUALIFICATIONS AND CONVICTIONS:****A. Have any of the owners, officers or managers:**

1. Been or employ any management personnel (including owners and co-owners) that have been:
  - a. Disqualified or fined/assessed a Civil Money Penalty (CMP) by SNAP, WIC or any other USDA food program in Louisiana or in any other state in the past year?  
☐ Yes, SNAP      ☐ Yes, WIC      ☐ Yes, Other      ☐ No
  - b. Formerly employed by a Vendor that was disqualified from any USDA food program in the past year?  
☐ Yes, USDA Food Program: \_\_\_\_\_ ☐ No
2. Been denied or terminated from WIC Authorization within the past year?  
☐ Yes    ☐ No
3. Accrued any unsatisfied/unpaid fines (i.e., repayments, Civil Money Penalties [CMPs], forfeitures, enforcement penalties) owed to SNAP or the WIC Program?  
☐ Yes, SNAP is unsatisfied/unpaid.      ☐ Yes, WIC is unsatisfied/unpaid.      ☐ No

**If you answered YES to 1, 2, or 3, above, for each action, provide details on a separate page identifying the state and Program (WIC, SNAP or other) in which the action occurred, the type of action (disqualification, fine, CMP, termination, application denial), the description, and the date of the action.**

4. Currently charged with or have ever been convicted of a felony; federal, state or local tax violations; or had a civil judgment (including tax warrants) entered against them within the past six years?    ☐ Yes    ☐ No
5. Been or employ any management personnel (including owners and co-owners) that have been formerly employed by a Vendor that was:
  - a. Convicted of any felony within the past six years?    ☐ Yes    ☐ No
  - b. Convicted of any federal, state, or local tax violations within past six years?    ☐ Yes    ☐ No

**If you answered YES to any part of 4 or 5 above, for each action or conviction, provide the appropriate information below. If more space is needed, please complete on a separate page and attach it to this Vendor Application.**

Person's Name and DOB (If Applicable)	Store/Business Name (If Applicable)	Description of Action (Charged/ Convicted including a description of the offense, penalty)	Date	City	State

**Part 8. SIGNATURES, CONFIRMATIONS AND AFFIRMATIONS: Complete Vendor Applications must have all required names and signatures. If any of these are missing, the Vendor Application will not be considered complete and will be returned to applicant.**

**Affidavit of Applicant: Must be completed by the store owner, partner, member/manager, corporate officer or other individual who has authorization to sign on behalf of the Vendor. Entities other than sole proprietorships must provide proof that the individual signing this Vendor Application has the authority to contract on behalf of the owner/applicant unless such authority is clearly indicated on the Louisiana Secretary of State website.**

1. I have legal authority to apply for and sign this Vendor Application seeking WIC Authorization/Reauthorization for the vendor applicant/Vendor to participate in the Louisiana WIC Program (LA WIC).
2. I have read the Vendor Application, Vendor Agreement, and Vendor Guide. If WIC Authorized/Reauthorized, I agree to comply with the requirements set forth in these documents and all federal and state rules, regulations and policy governing LA WIC and any changes thereto made during the agreement period.
3. I certify that all the statements in this Vendor Application are true. I understand that false statements made in connection with my Vendor Application will result in the denial of Authorization/Reauthorization to participate in LA WIC, or termination of the Vendor Agreement if the information is found to be false after WIC Authorization.
4. I certify that if this is a Vendor Application for *Authorization*, my store is currently operating and does not need WIC Authorization to open. I also understand this store may not accept WIC Benefits or conduct WIC Transactions unless LA WIC notifies me in writing that WIC Authorization has been granted and this store's current POS system has been Level 3 (L3) certified.
5. I understand that if this is a Vendor Application for *Reauthorization*, this store may not accept WIC Benefits or conduct WIC Transactions beyond my store's current agreement period unless LA WIC notifies me in writing that WIC Authorization has been granted for a new agreement period.
6. This Vendor Application consists of this page and five previous pages all bearing an effective date of 06.2024.

\_\_\_\_\_  
Full Legal Name of Individual Authorized  
to Sign on Behalf of Vendor (PRINT OR TYPE)

*ABC Signature*

\_\_\_\_\_  
Signature of Individual Authorized to Sign on Behalf of Vendor

\_\_\_\_\_  
Title (PRINT or TYPE)

\_\_\_\_\_  
Date Signed (mm/dd/yyyy)

This institution is an equal opportunity provider.

**WIC VENDOR AGREEMENT  
BETWEEN THE STATE OF LOUISIANA  
LOUISIANA DEPARTMENT OF HEALTH  
OFFICE OF PUBLIC HEALTH  
CENTER FOR COMMUNITY AND PREVENTIVE HEALTH  
Special Supplemental Nutrition Program for Women, Infants and Children (WIC)  
628 N. 4<sup>th</sup> Street, Bin #4, Baton Rouge, LA 70802**

**AND**

Legal Name of Store: Rgrkecpu'I tqegtu"Kpe0'  
Name Store is Doing Business As (D/B/A): Rgrkecpu'I tqegt{'  
Store Physical Address: 345"O clp"U0'  
Store City, State, Zip: Ncng'Ej ctrgu."NC"92823

This WIC Vendor Agreement, hereinafter referred to as the “Agreement,” is entered into between the State of Louisiana, Department of Health, Office of Public Health, Center for Community and Preventive Health, Special Supplemental Nutrition Program for Women, Infants and Children (WIC), (“LA WIC” or “State agency” or “WIC”) and the above-named vendor (“Vendor”).

**Purpose:** The purpose of LA WIC is to provide WIC Approved Food Item(s) and nutrition education at no cost to eligible participants. LA WIC serves as an adjunct to good health care during critical times of growth and development, to prevent the occurrence of health problems and improve the health status of WIC Participants.

**Mission:** The mission of the Bureau of Nutrition Services is to improve health outcomes, reduce disparities, and support nutrition security in Louisiana by providing healthy foods, nutrition education, breastfeeding support, and referrals to support services all through coordinated efforts across the landscape of stakeholders. LA WIC operates a retail food delivery system as defined in 7 CFR §246.12. This delivery system enables WIC Participants to purchase WIC Approved Food Item(s) at the WIC authorized store of their choice. This Agreement memorializes the requirements for the Authorized WIC Vendor’s successful participation in LA WIC. It articulates the responsibilities of each party including Vendor monitoring, Vendor sanctions, and conditions under which the Agreement may or shall be terminated. The Authorized WIC Vendor, in accepting the terms of this Agreement, agrees to support the objectives of LA WIC and to participate in the delivery of WIC Approved Food Item(s) at the lowest possible competitive price for the benefit of all individuals authorized to participate in LA WIC. Therefore, once approved, the Authorized WIC Vendor is required to maintain its qualifications and meet all federal and state WIC requirements in order to maintain this Agreement in force for its entire term.

Now, therefore, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

## 1. General Provisions

### 1.1. **Effective Date:**

**1.1.1. Initial Authorization:** If this Agreement applies to a vendor applying for an initial authorization, the Agreement is effective as of the date indicated by the State Agency.

**1.1.2. Reauthorization:** If this Agreement is for the reauthorization of a current Vendor, the Agreement is effective on October 1st of the current year or the date signed by the State agency, whichever is later.

**1.2. Expiration Date:** This Agreement will expire on \_\_\_\_\_, unless it is terminated by either party pursuant to this Agreement or applicable federal and/or state laws and regulation.

**1.3. Subsequent Agreement Changes:** LA WIC reserves the right to amend this Agreement upon fifteen (15) days' written notice to the Authorized WIC Vendor; if such changes are not agreeable to the Authorized WIC Vendor, the Authorized WIC Vendor may choose to voluntarily terminate this Agreement with written notice to LA WIC within fifteen (15) calendar days.

**1.4. No license or property interest:** This Agreement does not constitute a license or a property interest. If the Vendor wishes to continue to be an Authorized WIC Vendor beyond the period of this Agreement, the Vendor must reapply for WIC Authorization. If the Authorized WIC Vendor is subsequently disqualified, LA WIC will terminate this Agreement, and as of the date of termination, the Vendor may not conduct WIC Transactions or accept WIC Benefits, and may not reapply for authorization until the disqualification period has ended. In all cases, the Authorized WIC Vendor's new application will be subject to the current LA WIC Vendor Rules and Regulations. (Provisions that control Vendor participation within LA WIC including but not limited to affirmations made in the Vendor Application and the Vendor Agreement, and federal and state rules, regulations, guidance and policy governing LA WIC as well as the Vendor Guide, Memorandums and the Policy Manual.)

**1.5. Vendor Selection Criteria:** Authorized WIC Vendors must meet all LA WIC Vendor Selection Criteria and any Vendor Limiting Criteria, if applicable as well as all LA WIC Vendor Rules and Regulations.

**1.6. Non-Transferability:** This Agreement is not transferable. Any change in ownership or rights of ownership, cessation of operation, or relocation of a store beyond three (3) miles terminates this Agreement and the Vendor's authorization to operate as an Authorized WIC Vendor is ended.

**1.7. Non-renewal:** Neither party has any obligation to renew this Agreement.

**1.8. Funds Limitation Policy:** Payment obligation by LA WIC is contingent upon the availability of Federal or State funds allocated for payment of such an obligation. If funds are not available for continuance of service, this Agreement shall become null and void, and services shall be terminated by LA WIC. LA WIC shall notify the Authorized WIC Vendor at the earliest possible time of any service that will or may be affected by lack of availability of Federal or State funds.

**1.9. Nondiscrimination:** Parties agree to comply with the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Parts 15, 15a and 15b of Title 7 of the Code of Federal Regulations, Age Discrimination Act of 1975 and section 504 of the Rehabilitation Act of 1973, and U.S. Department of Agriculture

(USDA), Food and Nutrition Service (USDA/FNS) instructions, to ensure that no otherwise qualified person be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability.

- 1.10. Severability:** Any provision of this Agreement is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal Regulations.
- 1.11. Entire Agreement:** The Authorized WIC Vendor agrees that the current Agreement supersedes all previous Agreements, negotiations, and all other communications between the parties with respect to the subject matter of the current Agreement.
- 1.12. Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the RFP (if applicable); and this Agreement.
- 1.13. Venue:** Venue for any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana or an appropriate venue, as designated by the State agency.
- 1.14. Countersignature:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

## **2. The State Agency herein after referred to as LA WIC Agrees to:**

- 2.1. LA WIC Changes:** Provide fifteen (15) days' written notice to the Authorized WIC Vendor of any changes to the LA WIC Vendor Rules and Regulations. If such changes are not agreeable to the Authorized WIC Vendor, the Vendor may choose to voluntarily terminate this Agreement with written notice to LA WIC within fifteen (15) calendar days.
- 2.2. Expiration of Agreement:** Provide the Authorized WIC Vendor with at least fifteen (15) calendar days' advance written notice of the expiration of the Vendor Agreement.
- 2.3. Training:** Provide Annual Training for the Vendor, to include one interactive training session at least every three (3) years.
- 2.4. Routine Monitoring:** Monitor the Authorized WIC Vendor, as required, for compliance with LA WIC Vendor Rules and Regulations.
- 2.5. Compliance Investigations:** Conduct Compliance Buys and Inventory Audits of Authorized WIC Vendors, as required, for compliance with LA WIC Vendor Rules and Regulations.
- 2.6. Sanctions:** Sanction the Authorized WIC Vendor for failure to comply with LA WIC requirements in accordance with the Sanction Schedule in the LA WIC Vendor Rules and Regulations.
- 2.7. Notice of Violations.** Notify the Authorized WIC Vendor in writing when a Compliance Investigation reveals an initial incidence of a Federal Mandatory Sanction Violation and/or a State Agency Vendor Sanction Violation for which a pattern of incidences must be established in order to impose a sanction, before another such incidence is documented, unless LA WIC determines, in its discretion, on a case-by-case basis, that notifying the Vendor would compromise an investigation. If such notice is provided, LA WIC is not obligated to provide any additional notice for subsequent violations prior to imposing a

sanction. Notification will not be provided for a pattern of claiming reimbursement for the sale of an amount of a WIC Approved Food Item(s) at the WIC Approved Food Category Level that exceeds documented inventory.

- 2.8. Administrative Reviews:** Arrange for requested administrative reviews, as established in the LA WIC Vendor Rules and Regulations.
- 2.9. Materials:** Provide updated materials to the Authorized WIC Vendors via the LA WIC Authorized Vendor Hub, available at <https://ldh.la.gov/wicvendor>.
- 2.10. Peer Groups:** Assign Authorized WIC Vendors to appropriate peer groups as established in the LA WIC Vendor Rules and Regulations and inform the Vendor of its peer group assignment.
- 2.11. WIC Transaction Reimbursements:** Process all timely and valid reimbursement claims from the Authorized WIC Vendor for each specific WIC Approved Food Item(s) transacted by the Authorized WIC Vendor and properly submitted for redemption and reimbursement in compliance with LA WIC Vendor Rules and Regulations. LA WIC may adjust the Vendor's claims for reimbursement in accordance with LA WIC's cost containment system as approved by USDA/FNS.
- 2.12. Payment Delay, Denial and Claims:** LA WIC may delay payment, deny payment, or establish a claim against the Authorized WIC Vendor when LA WIC determines the Vendor has committed a violation or error that affects the payment to the Authorized WIC Vendor. LA WIC will establish a claim in an amount up to the full purchase price of each WIC Transaction that contains an overcharge and/or other error(s) that the Authorized WIC Vendor has not justified or corrected.
- 2.13. Offset, Post-Recoupment, and Debt Recovery:** At its sole discretion, LA WIC will offset any unpaid claim against the Authorized WIC Vendor from the Vendor's future redemptions or refer such amounts to the Office of Debt Recovery.

### **3. AUTHORIZED WIC VENDOR Agrees to:**

- 3.1. Applicable Law & LA WIC Materials:** Comply with the terms of this Agreement as well as the following, which are incorporated herein by reference, and any changes made thereto during the Agreement period:
  - 3.1.1.** all applicable Federal law, statutes and regulations governing LA WIC, including but not limited to 42 U.S.C. §1786, 7 CFR Part 246;
  - 3.1.2.** all applicable State law, statutes and regulations governing LA WIC, including but not limited to La. R.S. 46:972 and the Louisiana Administrative Code (LAC) 48:V.4101-4513;
  - 3.1.3.** LA WIC's Policy Manual ("Policy Manual");
  - 3.1.4.** the LA WIC Vendor Guide, attached as Exhibit 1 to this Vendor Agreement ("Vendor Guide");
  - 3.1.5.** the LA WIC Vendor Minimum Stock Requirements (WIC-23), the WIC Authorized Product "UPC/PLU" List file (APL), and the EBT WIC Transaction Procedures (WIC-33); and
  - 3.1.6.** all other memos, formal instructions, reference and guidance materials, forms, and terms of participation issued to Authorized WIC Vendors by USDA/FNS or LA WIC.
- 3.2. LA WIC EBT Systems:**

- 3.2.1. Maintain an LA WIC Level 3 (L3) certified, in-store WIC EBT-capable Electronic Cash Register (ECR) system in a manner necessary to ensure system availability for LA WIC redemption processing during all hours the store is open, system compliance with LA WIC policies and procedures, and ensure the accuracy of data.
  - 3.2.2. Maintain and operate its WIC EBT system in compliance with the USDA/FNS WIC Operating Rules for EBT (“Operating Rules”) which are incorporated herein by reference, The Technical Implementation Guide, the LA WIC Vendor Rules and Regulations and any changes made thereto during the Agreement period (See <https://www.fns.usda.gov/wic/wic-electronic-benefits-transfer-ebt-guidance>, the Vendor Guide, and the Policy Manual). In the event these are amended, the Authorized WIC Vendor agrees to make changes to maintain compliance.
  - 3.2.3. Request LA WIC recertification of the Authorized WIC Vendor’s in-store ECR system upon a change of Vendor location that results in termination of the Vendor Agreement and/or if the Vendor alters/revises the system in any manner that impacts the EBT redemption/claims processing system after initial certification. In the event an in-store WIC EBT ECR system is reconfigured or modified by the Vendor and/or other parties in such a way that the WIC in-store system no longer exhibits the required system accuracy, integrity, or performance required and under which requirements the WIC in-store system was certified, LA WIC will not accept a claim file from the system. The Authorized WIC Vendor is liable for the costs of all recertification events needed to return the WIC in-store system for all outlets covered by this Agreement to full compliance with LA WIC’s system requirements. Failure to seek recertification when the Vendor changes location and/or when the Vendor’s system is altered or revised will subject the Authorized WIC Vendor to the financial liabilities described in Section 2.13 of this Agreement and/or termination of this Agreement.
  - 3.2.4. Use self-checkout technology at cash registers only after the self-checkout system has been certified by LA WIC.
  - 3.2.5. Deploy point of Sale (POS) terminals used to support the Program, whether single-function equipment or multi-function equipment, in accordance with the minimum lane coverage provision of 7 CFR §246.12(z)(2).
  - 3.2.6. Demonstrate its capability to accept WIC Benefits electronically prior to authorization, and comply with WIC Electronic Benefit Transfer (EBT) operating rules, standards and technical requirements.
- 3.3. **Reimbursements for EBT System Costs:** If the Authorized WIC Vendor accepted reimbursement from LA WIC for the installation of a commercial EBT ECR System and within twelve (12) months of the EBT certification date the Vendor is terminated from LA WIC or ceases LA WIC operations, the Authorized WIC Vendor must reimburse LA WIC the pro rata share of the original purchase amount received from LA WIC (the pro rata straight line unused portion of the twelve (12) months since the stand-beside POS system was certified).

- 3.4. Ongoing EBT System Maintenance Not Provided:** LA WIC will not pay for ongoing maintenance, processing fees or operational costs for Authorized WIC Vendor systems and equipment used to support WIC EBT. If an Authorized WIC Vendor is necessary for participant access and cannot accept WIC benefits electronically, LA WIC may reimburse the Vendor for the purchase of a stand beside Point of Sale (POS) system.
- 3.5. WIC EBT Transactions, Processing & Procedures:**
- 3.5.1.** The Authorized WIC Vendor shall process WIC transactions only during the period of authorization within the effective dates of the Vendor Agreement.
  - 3.5.2.** Adhere to WIC EBT Card Processing, Transaction, and Dispute Procedures (See Vendor Guide and Policy Manual) which are incorporated herein by reference, and any changes made thereto during the Agreement period. Ensure all cashiers are trained in the LA WIC EBT card transaction processes and procedures.
  - 3.5.3.** Accept WIC EBT Transactions only from WIC Participants, parents, or caretakers of infant and child WIC Participants, or proxies, as indicated by entry of a valid PIN. (See Vendor Guide and Policy Manual).
  - 3.5.4.** Accept and redeem WIC Benefits in accordance with the procedures set forth in the Vendor Guide, WIC EBT Transaction Procedures, and the Policy Manual including any revisions of supplemental documents issued by LA WIC, including, but not limited to
    - 3.5.4.1.** Allow only those WIC Approved Food Items specifically included on the WIC Participant's WIC EBT card.
    - 3.5.4.2.** Ensure WIC Participants receive the WIC Approved Food Item(s) that corresponds to the specific UPC/PLU code scanned by the Authorized WIC Vendor during the transaction.
    - 3.5.4.3.** Scan (or manually enter) the actual UPC code that is affixed to the item actually being purchased by the WIC Participant.
    - 3.5.4.4.** Do not scan any UPC code that is not affixed to the actual item being purchased by the WIC Participant, or any UPC code as a substitute, replacement, or otherwise not actually affixed to the actual item being purchased by the WIC Participant.
    - 3.5.4.5.** Ensure the price affixed to the scanned UPC code in the POS system is not greater than the price displayed on the package, container, shelf, or other signage in the store for the purchased item. The Authorized WIC Vendor is also responsible for updating price changes in the POS system including but not limited to changes due to sales or other promotions as set forth in the Vendor Guide and Policy Manual.
  - 3.5.5.** Submit WIC Transaction redemption batch files no more often than once every 24 hours nor less frequently than the 15th day of the month following the month in which the transaction occurred.
  - 3.5.6.** Be fully responsible for any fees associated with processing a WIC Transaction including any adjustment or rejection of a WIC Benefit transacted by the Authorized WIC Vendor.

- 3.7. Access to Tax Information:** At the request of LA WIC and/or its Designees, Authorized WIC Vendor agrees to make available all tax information including but not limited to federal, state, and local tax information as well as any supporting documentation. The

Authorized WIC Vendor also agrees to sign appropriate releases for LA WIC's access to the same.

- 3.8. Information Sharing:** LA WIC may share information obtained from the Authorized WIC Vendor's participation in LA WIC with Federal, State, and local law enforcement agencies and Federal and State tax authorities for the purposes of eligibility determination, law enforcement, and collection of forfeitures, recoupments, and forfeiture assessments.
- 3.9. Routine Monitoring, Compliance Investigations and Announced/Unannounced Visits:** Allow LA WIC and/or its Designees to monitor the Authorized WIC Vendor for compliance with any LA WIC Vendor Rules and Regulations. Moreover, the Vendor shall provide LA WIC and its Designees access to WIC Transaction records and invoices.
- 3.10. Price Adjustments:** Acknowledge and understand that LA WIC will make price adjustments to the purchase price of WIC Transactions submitted by the Authorized WIC Vendor for redemption to ensure compliance with all price limitations, Not-to-Exceed Amounts (NTEs) and maximum allowable reimbursement levels (MARLs) applicable to Vendor as part of the redemption process.
- 3.11. Automated Clearing House (ACH) Authorization:** ACH transactions are electronic transfers of funds between banks and other companies. As part of this Vendor Agreement, Vendor authorizes LA WIC to pay for services and obligations enumerated in the WIC Vendor Agreement using the ACH Network. Generally, these payments will be in the form of ACH credits to the Authorized WIC Vendor's account. Moreover, the Vendor authorizes LA WIC to originate debit entries without notice to correct erroneous credits. Vendor also authorizes LA WIC to refund all transaction reimbursements using the ACH Network. This authorization applies only to the bank account appearing in the Vendor Application. Authorized WIC Vendors may elect to update ACH authorization using the "ACH Agreement – EBT" form to request that EBT payments be credited to a different account. No entry, payments, and/or reimbursements shall be initiated except in conformity with the authorization provided for in this Agreement. LA WIC and the Authorized WIC Vendor agree to comply with LA WIC Vendor Rules and Regulations.
- 3.12. Claims Against Vendors for Amounts Owed:** Within thirty (30) days of written notice from LA WIC, pay any claim assessed by LA WIC or, if applicable, request a payment plan.
- 3.13. Acronym and Logo:** Use "WIC" acronym and logo only as allowed or approved (See Vendor Guide and Policy Manual).
- 3.14. Above-50 (A50) Percent Vendor Provisions:** Authorized WIC Vendors that derive or expect to derive more than 50 percent of their annual food sales revenue from WIC Transactions shall accept reimbursements that neither result in higher food costs than if WIC Participants or proxies transacted their WIC Benefits at Authorized WIC Vendors that are not A-50 vendors (regular vendors), nor result in higher average payments per WIC Approved Food Item(s) to A-50 vendors than average payments to regular vendors; and agree to neither provide nor advertise nor indicate intent to provide customers with any incentive items, including identified, prohibited incentive items (See Vendor Guide and Policy Manual).
- 3.15. Meet Minimum Stock Requirements:** Authorized WIC Vendors must stock and maintain a supply of at least the minimum varieties of authorized foods as identified in the Vendor Guide and subsequent written communications from LA WIC throughout the Agreement period. Foods that are expired or otherwise not fresh do not count towards meeting the

Minimum Stock Requirement (MSR). Failure to maintain Minimum Stock Requirements (MSR) may result in termination from LA WIC.

- 3.16. Maintain Competitive Prices:** Authorized WIC Vendors must provide WIC supplemental foods at or below the current price charged to other customers. These prices must also be competitive within each Vendor's assigned peer group and at or below the maximum allowable reimbursement levels. Authorized WIC Vendors will be assigned to peer groups based on criteria determined by LA WIC as listed in the LA WIC Vendor Rules and Regulations. LA WIC may reassess the Vendor's peer group designation at any time during the agreement period and shall place the Authorized WIC Vendor in a different peer group if upon reassessment LA WIC determines the Vendor is no longer in the appropriate peer group. Shelf prices shall be plainly marked. Failure to do so may result in termination from the Program.
- 3.17. Training:** Ensure at least one Authorized WIC Vendor representative participates in Annual Training on LA WIC requirements, and any other training sessions, as required. Participate in interactive training at least once every three years. LA WIC will have sole discretion to designate the date, time, and location, if applicable, of all training, except that LA WIC will provide the Authorized WIC Vendor with at least one additional opportunity to complete such training. Ensure that all training received by the Authorized WIC Vendor representative is disseminated to all appropriate vendor personnel at the store location.
- 3.18. Confidentiality of Participant Information:** Maintain the confidentiality of any information gathered about a WIC Participant or their family through actions as a result of their participation in LA WIC.
- 3.19. Responsibility for Staff:** Be fully responsible for violation(s) of the LA WIC Vendor Rules and Regulations committed by its owners, officers, managers, employees, agents, representatives, or other individuals including but not limited to, wholesalers and/or point-of-sale providers, who directly or indirectly participate in Vendor's operations.
- 3.20. Business Integrity:** Notify LA WIC if an individual, partnership, corporation, limited liability company, or other business structure is convicted of a criminal offense involving WIC, SNAP, or any other program funded and administered by the Food and Nutrition Service of the U.S. Department of Agriculture; and notify LA WIC of all grocery stores wholly or partially owned or managed by the convicted individual, partnership, corporation, limited liability company, other business structure, or by a partner of a convicted partnership or an officer, of a convicted corporation or a convicted limited liability company;
- 3.21. Business Change:** Notify LA WIC in writing at least fifteen (15) calendar days prior to or immediately upon knowledge of (whichever occurs first):
- 3.21.1.** Cessation of Vendor operations;
  - 3.21.2.** Change of location;
  - 3.21.3.** Change in store name (including d/b/a);
  - 3.21.4.** Change in mailing address, e-mail address, or telephone number;
  - 3.21.5.** Change in Vendor ownership, management, corporate officers, or majority stakeholders, merger, acquisition or change in form of business, legal standing, or authority to do business in Louisiana;
  - 3.21.6.** Changes in POS systems such that re-assessment or reinstatement of the vendor's L3 Certification is required;

- 3.22. Patterns of Violations:** Acknowledge and understand that federal law authorizes LA WIC to define a pattern of violations. A description of what constitutes a pattern for violations of LA WIC requirements is provided in the Vendor Guide and Policy Manual, incorporated herein by reference, and any changes made thereto during the Agreement period. Unaddressed violations will carry forward from one Agreement period to the next.
- 3.23. Corrective Action Plans:** Implement a corrective action plan (CAP), if imposed by LA WIC, within the timeframe designated by LA WIC. Corrective action plans shall not be used in lieu of State or Federal sanctions.
- 3.24. Selection Criteria:** At all times, adhere to all LA WIC vendor selection criteria (See LAC 48:V.4503, et seq., the Vendor Guide, and the Policy Manual) which are incorporated herein by reference, and any changes made thereto during the Agreement period. At any time during the Agreement period, LA WIC may reassess the Authorized WIC Vendor for compliance with current LA WIC Vendor Selection Criteria and terminate this Agreement for the Vendor's noncompliance with current LA WIC Vendor Selection Criteria.
- 3.25. State Vendor Sanctions:** Not engage in prohibited behaviors that constitute violations subject to State Sanctions as stated in LAC § 4509.D, et seq. and/or in the LA WIC Vendor Rules and Regulations.
- 3.26. Federal Mandatory Vendor Sanctions:** Not engage in prohibited behaviors that constitute violations subject to Federal Mandatory Sanctions as stated in 7 CFR §246.12, LAC §4509.A, et seq., the Vendor Guide, and the Policy Manual, incorporated herein by reference, and any changes made thereto during the Agreement period:
- 3.26.1.** Conviction of trafficking in WIC Benefits or selling firearms, ammunition, explosives, or controlled substances in exchange for WIC Benefits;
  - 3.26.2.** Trafficking in WIC Benefits;
  - 3.26.3.** Selling firearms, ammunition, explosives, or controlled substances in exchange for WIC Benefits;
  - 3.26.4.** Selling alcohol, alcoholic beverages, or tobacco products in exchange for WIC Benefits;
  - 3.26.5.** Claiming reimbursement for the sale of an amount of a specific WIC Approved Food Item(s) that exceeds the store's documented inventory of that WIC Approved Food Item(s) at the category level for a specific period of time;
  - 3.26.6.** Overcharging the WIC Program;
  - 3.26.7.** Receiving, transacting and/or redeeming WIC Benefits outside of authorized channels, including the use of an unauthorized vendor and/or an unauthorized person;
  - 3.26.8.** Charging for supplemental foods not received by the participant; or
  - 3.26.9.** Providing credit or non-food items (not including alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances) in exchange for WIC Benefits.
  - 3.26.10.** Providing Unauthorized Food Items in exchange for WIC Benefits, including charging for supplemental foods provided in excess of those contained on the WIC EBT Card;
  - 3.26.11.** An A-50 vendor providing prohibited incentive items.
- 3.27. Participant Access:** LA WIC may assess the adequacy of participant access prior to denial of a Vendor Application, termination of an Existing Vendor Agreement and/or

disqualification of an Existing Vendor. Participant access is determined at the sole discretion of LA WIC and the validity or appropriateness of LA WIC's participant access determinations are not subject to administrative review. LA WIC reserves the right to recruit Vendors in areas where participant access issues may exist.

- 3.28. Sanctions:** Sanctions are actions which will be taken by LA WIC when the Authorized WIC Vendor fails to comply with LA WIC Vendor Rules and Regulations. Sanctions include disqualifications, civil money penalties (CMPs) and terminations. See the Sanction Schedule in the Vendor Guide and Policy Manual, which is incorporated herein by reference, and any changes made thereto during the Agreement period. Disqualification and/or termination of the Vendor Agreement or payment of a CMP does not relieve the Vendor of the obligation to repay any monies claimed by and owed to LA WIC.

**3.28.1. Notification to FNS:** Federal Regulations at CFR §246.12(l)(1)(xi) mandate that LA WIC notify FNS that LA WIC has either disqualified or imposed a civil money penalty in lieu of disqualification for any of the Federal Mandatory Sanction Violations listed in 3.26., above. Disqualification from WIC may result in disqualification from the Supplemental Nutrition Assistance Program (SNAP) and such SNAP disqualification is not subject to administrative or judicial review under SNAP. See 7 CFR §246.12(h)(3)(xxvi).

**3.28.2. Disqualification:** Authorized WIC Vendors found to have committed Federal Mandatory Sanction and/or State Agency Sanction Violations may be subject to disqualification. A disqualification from WIC may result in disqualification as a retailer in SNAP. Such disqualification from SNAP as a result of WIC disqualification is not subject to administrative or judicial review under SNAP. When LA WIC disqualifies an Authorized WIC Vendor, LA WIC must also terminate the Vendor Agreement.

**3.28.3. Civil Money Penalties (CMPs):** Except where prohibited by Federal Regulation or in those cases of permanent Vendor disqualification, if LA WIC determines in its sole discretion that disqualification of the Authorized WIC Vendor would result in inadequate participant access to WIC Approved Food Items, LA WIC shall impose a civil money penalty (CMP) in lieu of disqualification. Such CMP will be calculated in accordance with Federal Regulations for Federal Mandatory Sanction Violation(s) and/or in accordance with LA WIC Vendor Rules and Regulations for State Agency Vendor Sanction Violation(s). If an Authorized WIC Vendor does not pay, only partially pays, or fails to make timely payment in lieu of disqualification, LA WIC shall disqualify the Vendor for the length of the disqualification corresponding to the violation for which the CMP was assessed. Any monies partially paid by the Authorized WIC Vendor towards the CMP will not be reimbursed to the Vendor.

**3.28.4. Termination:** LA WIC will terminate this Agreement, the Vendor shall not transact WIC Benefits during the termination period and promptly submit all EBT WIC Transaction redemptions, and LA WIC will recoup any WIC Transactions conducted after the termination of this Agreement:

**3.28.4.1.** If LA WIC identifies a conflict of interest, as defined by applicable State laws, regulations and policies (as determined by the State

agency) between the Authorized WIC Vendor and the State agency or local WIC agencies.

- 3.28.4.2.** If LA WIC determines that the Authorized WIC Vendor has provided false information in connection with its application for authorization.
- 3.28.4.3.** On the date of the loss or relinquishment of SNAP retailer authorization.
- 3.28.4.4.** On the date of cessation of Vendor operations this Agreement will be null and void and immediately terminated.
- 3.28.4.5.** Upon a change in store location of three or more miles (as determined by LA WIC in accordance with the Vendor Guide and Policy Manual) from the previous store location this Agreement will be null and void and immediately terminated.
- 3.28.4.6.** Upon a change in Vendor ownership this Agreement will be null and void and immediately terminated. Any WIC Transactions conducted after this Agreement is null and void will be subject to recoupment by LA WIC. LA WIC shall hold the previous owner and new owner solidarily liable for any monies owed.
- 3.28.4.7.** Upon receipt of fifteen (15) calendar days' notice of the Vendor's voluntary termination of this Agreement.
- 3.28.4.8.** Upon receipt of fifteen (15) calendar days' notice of the Vendor's failure to maintain selection criteria.
- 3.28.4.9.** Upon discovery of the Vendor's failure to maintain selection criteria.

**3.28.5. Authorization.** A Vendor that has been disqualified and/or had its Vendor Agreement terminated by LA WIC that seeks Authorization shall reapply and meet all current requirements for WIC Authorization.

**3.29. Fraud & Abuse:** An Authorized WIC Vendor who commits fraud or abuse in LA WIC is liable to prosecution under applicable Federal, State, or local laws. Vendors that have willfully misapplied, stolen or fraudulently obtained LA WIC funds will be subject to a fine of not more than \$25,000 or imprisonment for not more than five years or both, if the value of the funds is \$100 or more. If the value is less than \$100, the penalties are a fine of not more than \$1,000 or imprisonment for not more than one year or both.

**3.30. Administrative Review:** An Authorized WIC Vendor or vendor applicant that has an adverse action taken against it by LA WIC will be provided written notification of the adverse action. Adverse actions taken by LA WIC that affect Vendors or vendor applicants may be subject to administrative review, if appealed. A list of those adverse actions that are and are not subject to administrative review may be found in the Vendor Guide and Policy Manual. See 7 CFR §246.12(l)(1)(i), LAC Subpart 15 Chapter 45 §4511, Vendor Guide, and Policy Manual.

**3.30.1.** An Authorized WIC Vendor cannot claim and is not entitled to money for loss of WIC sales during the pendency of an appeal of an adverse action. If LA WIC takes adverse action which leads to an administrative review and the administrative review yields a decision in favor of the Vendor who is subsequently reinstated, the Vendor cannot claim and is not entitled to

retroactive payments and/or compensation for revenues lost for the period of time the Vendor was not on the program.

**3.30.2.** Unless otherwise noted, administrative review decisions are the final action of LA WIC.

**3.30.2.1.** LA WIC reserves the right to file additional motions for reconsideration as well motions for re-appeal. LA WIC is under no obligation to immediately reinstate the Vendor during ongoing proceedings.

**3.30.2.2.** If the administrative review yields a decision in favor of LA WIC, the Vendor may pursue judicial review of the decision.

**3.30.2.3.** If the administrative review yields a decision in favor of the Vendor, the Vendor will be reinstated provided the Vendor Agreement has not expired during ongoing proceedings.

#### **4. [SIGNATURES FOLLOW ON NEXT PAGE]**

THIS AGREEMENT CONTAINS, INCORPORATES BY REFERENCE, OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS AGREEMENT IS SIGNED ON THE DATE INDICATED BELOW.

This Agreement consists of this page and thirteen previous pages all bearing a revision date of 10/2023.

<u>ABC Full Name</u>	<u>President</u>
Name of Authorized Person (printed)	Title of Authorized Person (printed)

<u><i>ABC Signature</i></u>	<u>07/10/2023</u>
SIGNATURE OF AUTHORIZED PERSON	Date Signed

<u>12345</u>
Vendor Number (if reauthorization application)

The undersigned has authority to sign this Agreement on behalf of the Louisiana WIC Program:

SIGNATURE OF STATE AGENCY OFFICIAL  
Doris Gray Brown, MEd, MS, APRN, CNS  
Assistant Secretary, Office of Public Health

\_\_\_\_\_  
Date Signed

Exhibit 1 Attachment: Louisiana WIC Vendor Guide



**Louisiana WIC Vendor Signature Authority Form**  
**Louisiana Department of Health**  
**Office of Public Health**  
**Bureau of Nutrition Services**



**Instructions:** Complete this form to authorize individual(s) to legally bind and contract on behalf of the business (Vendor/store) referenced in this form. Once completed, please return this form to LA WIC via email at [LAWICVendor@la.gov](mailto:LAWICVendor@la.gov). Contact LA WIC at 225-342-0725 if you have any questions.

**SECTION I – Vendor/Store Business Information**

<b>Legal Name of Business:</b>	Pelicans Grocers Inc.
<b>Vendor/Store Name (d.b.a):</b>	Pelicans Grocery
<b>Vendor/Store Physical Address: (include City, State, Zip)</b>	123 Main St. Lake Charles, LA 70601

**SECTION II – LLC, LLP, Partnership, or Sole Proprietorship Business Types ONLY**

Complete this section if your Vendor/store is a Limited Liability Company, Limited Liability Partnership, Partnership, or Sole Proprietorship. Partnerships must complete the “% of Interest” column, and the percentage must total 100%. If your Vendor/Store is a Corporation, skip this section and proceed to Section III.

**Current owner(s) and the percentage of ownership, if applicable.**

I hereby swear and affirm that I am an authorizing owner of the business (Vendor/store) referenced in Section I above, and hold the indicated percentage of ownership as specified below. By signing, I understand that I am clearly and unequivocally authorizing and directing the individual(s) listed below to sign contracts, contract amendments, and other related contract documents on behalf of the business (Vendor/store) referenced above.

Printed Name and Title of Owner	% of Interest	Signature of Owner	Date
Name:			
Title:			
Name:			
Title:			
Name:			
Title:			

**Individual(s) being designated with signature authority.**

The individual(s) listed below have the legal authority to bind the business (Vendor/store) and contract on behalf of the business (Vendor/store) referenced in Section I above.

Printed Name and Title of Authorized Signatory	Signature of Authorized Signatory	Date
Name:		
Title:		
Name:		
Title:		

Bureau of Nutrition Services  
628 North 4th St., Bin #4 • Baton Rouge, LA 70802  
Phone: 504-568-8229 • Fax: 225-376-4674 • [www.ldh.la.gov](http://www.ldh.la.gov)  
“An Equal Opportunity Provider”

**Section III: Corporation Business Types ONLY**

Complete this section if your Vendor/store is a Corporation.

If your Vendor/store is a Limited Liability Company, Limited Liability Partnership, Partnership, or Sole Proprietorship, complete Section II, above.

**Written Resolution of the Board of Directors**

I hereby swear and affirm that I am an authorizing board member of the business (Vendor/store) referenced in Section I above. By signing, I understand that I am clearly and unequivocally authorizing and directing the individual(s) listed below to sign contracts, contract amendments, and other related contract documents on behalf of the business (Vendor/store) referenced above.

Printed Name and Title of Company Representative	Signature of Company Representative	Date
Name: Huey Pelican	<i>Huey P. Pelican</i>	6/28/23
Title: Owner		
Name:		
Title:		
Name:		
Title:		

**Individual(s) designated with signature authority.**

The individual(s) listed below have the legal authority to bind the business (Vendor/store) and contract on behalf of the business (Vendor/store) referenced in this form.

Printed Name and Title of Authorized Signatory	Signature of Authorized Signatory	Date
Name: ABC Full Name	<i>ABC Signature</i>	6/28/23
Title: President		
Name:		
Title:		

Return this completed form to [LAWICVendor@la.gov](mailto:LAWICVendor@la.gov).

**This authorization will expire three years from the date it is signed, upon expiration of the Vendor Agreement, or upon termination of the Vendor Agreement, whichever is sooner.**

ANNUAL

STATE OF LOUISIANA  
Louisiana Department of Health / Office of Public Health  
628 N. 4TH STREET • 3RD FLOOR • BATON ROUGE, LOUISIANA 70802

LHS-16B (R 9/22)

PERMIT NUMBER:

**2023** PERMIT TO OPERATE **2024**

Type of Operation: **Retail Food** Description: **Permanent Grocery/Market**

This is to certify that the below named owner and establishment name and location has duly registered with the Louisiana Department of Health in accordance with the Sanitary Code of Louisiana, and is hereby given permission to operate.

**Permit to Operate is not transferable: New Owner and/or New Location requires a new permit.**

Permit to Operate remains the property of the Louisiana Department of Health, Office of Public Health, and may be revoked or suspended for failure to comply with provisions of the State Sanitary Code or other applicable laws and/or regulations.

ISSUED TO/NOT TRANSFERABLE

Pelicans Grocers Inc.  
123 Main St.  
Lake Charles, LA 70601

Pelicans Grocery  
123 Main St.  
Lake Charles, LA 70601

STATE OF LOUISIANA  
Louisiana Department of Health / Office of Public Health  
628 N. 4TH STREET • 3RD FLOOR • BATON ROUGE, LOUISIANA 70802

LHS-16B (R 9/22)

PERMIT NUMBER:

**2023** PERMIT TO OPERATE **2024**

Type of Operation: **Retail Food** Description: **Permanent Grocery/Market**

This is to certify that the below named owner and establishment name and location has duly registered with the Louisiana Department of Health in accordance with the Sanitary Code of Louisiana, and is hereby given permission to operate.

**Permit to Operate is not transferable: New Owner and/or New Location requires a new permit.**

Permit to Operate remains the property of the Louisiana Department of Health , Office of Public Health, and may be revoked or suspended for failure to comply with provisions of the State Sanitary Code or other applicable laws and/or regulations.

ISSUED TO/NOT TRANSFERABLE

Pelicans Grocers Inc.  
123 Main St.  
Lake Charles, LA 70601

Pelicans Grocery  
123 Main St.  
Lake Charles, LA 70601

**FOR YOUR INFORMATION** Please post in a conspicuous place.

It is the responsibility of the permit holder to notify the appropriate Parish/Parish Manager of any changes regarding the above permitted establishment.

Please include the permit number of the establishment with any and all correspondence.



U.S. Department of Agriculture - Food and Nutrition Service

**SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM PERMIT**

**FNS NUMBER:** 0000000

**Authorization Effective Date:** 01/01/2020

**Store Name:** Pelican Grocery

**Location Address:** 123 Main St  
Lake Charles, LA 70601

**Mailing Address:** Pelican Grocery  
123 Main St.  
Lake Charles, LA 70601

**Owner/Officer Name(s):**

This permit certifies that the owner(s)/officer(s) and business location listed above are hereby granted approval to accept and redeem Supplemental Nutrition Assistance Program (SNAP) benefits on the condition that the acceptance and redemption of all SNAP benefits shall be in accordance with the rules and regulations governing the SNAP.

**THIS PERMIT IS VALID ONLY FOR THE OWNER(S)/OFFICER(S) LISTED AND OPERATING AT THE LOCATION ABOVE**

Any changes in the ownership, location, or name of business, and/or civil or criminal conviction of the owner(s)/officer(s) or loss of other business licenses due to violations may void this permit. **FAILURE TO REPORT SUCH CHANGES IMMEDIATELY TO USDA MAY RESULT IN SUBSTANTIAL FINES AND ADMINISTRATIVE SANCTIONS.** Call 1-877-823-4389 to report changes.

Keep this permit for your records; **do not post** it in the store. If the store moves, is sold/closed or wishes to voluntarily withdraw from SNAP, contact USDA at 1-877-823-4389.

**Date of Issue:** 02/01/2020

LIST	PROFIT % DNS	S.R.P.	ALLOWANCE MFG PERF	ADVANTAGE	EXTENSION
		.00			.00

# INVOICE

RETAILER  
Pelicans Grocery  
123 Main St.  
Lake Charles, LA 70601

RET'L NO.	DEPT
0715539	01 GROCERY

DISTRIBUTION CENTER  
Approved Formula Supplier, INC  
1234 WIC Ave.  
Baton Rouge, LA 70810

INVOICE NO.	ROUTE	RBC	PAGE
67712042	6205		4
SRP ZONE 4	DATE 6-27-23		
P.O. NUMBER			

ITEM CODE	QTY	BRAND	DESCRIPTION	PACK	SIZE	NS	UPC	WEIGHT	REF#	FRT	PROFIT	SRP	P	SUPERVALU	LIST	ALLOWANCES	ADVANTG	DEAD NET	FEES	ACTIVITY	BASED	SELL
											LIST					PERF		SELL	OPER	FRGHT	LANDED	EXTENSION
3080680A	1	GERBER	2ND FOODS PEAR	88	OZ		0-15000-07606	404664863	273	202	176	13.01				277			72	28		1124
3080968A	20	STIMILAC	ADVANCE POWDER	6	12.4OZ		0-70074-55958	412664876	107	54	1830	98.04							539	39		207640
3103392	1	GHIRADEL	DBL CHOC BROWNIE	12	18OZ		0-41449-30022	1500664886	417	364	381	33.24				660			183	63		2910
3105035	1	PIONEER	BUTRMLK BAKING MIX	1040	OZ		0-41460-30155	261664870	251	177	418	31.30							172	138		
3161734A	1	IFESAVER	WINT-O-GREEN BAG	12	6.25OZ		0-19000-08504	608664865	290	227	207	17.64							97	59		1920
3167839A	1	SKITTLES	SOUP PEG	12	5.7OZ		0-40000-1409	500664865	290	235	207	17.64							97	38		1899
3201366	1	E	CANDY LEMON DROPS	125	5 OZ		0-41303-06451	400664861	364	306	3/ 500	12.73							70	45		1388
3201371	1	E	CANDY CINNAMN BEAR	127	OZ		0-41303-06462	500664861	364	298	3/ 500	12.73							70	62		1405
3208487	1	WETHERS	6FT CARAMEL MD BAG	124	51 OZ		0-72799-03798	312664861	379	333	298	22.20							122	43		2385
3351009	1	BUTTERFIN	CANDY BTTRFNGRS	243	9 OZ		0-99900-10025	319664876	285	234	143	24.49							135	45		2629
3351837	1	CHARLSTON	MINIS	123	5 OZ		0-71720-5329		290	232	124	10.56							58	29		1143
3353117A	1	HERSHEY	MILK CHOCOLATE 8PK	243	6 OZ		0-34000-07015	7	340	293	188	29.76							164	51		3191
F3451855A	1	SPECIALK	PSTRY CRSP BLUEBRY	85	28 OZ		0-38000-1677	31664865	390	334	341	19.64				300			108	45		1817
3500467A	1	COFFEEMAT	ASP HAZELNUT LIQD	6	16OZ		0-50000-56024	80664879	282	224	256	11.03							61	28		1192
3504747	1	INTL DLT	COLDSTONE CFE CRMR	610	5 FZ		0-41271-0175		327	265	382	17.63							97	45		1684
	1	NESCAFE	C INST CFE HSBUND	81	9 OZ		0-28000-65085	110664867	282	233	415	23.84							131	32		2547
3520884	1	SWT BABY	FINY MSTRD	12	14 FZ		0-13409-5162	814664877	628	571	233	21.60				1120			119	41		1200 M
3542305	1	BUFFALO	ASIAN ZING SAUCE	612	FZ		0-70200-5132	600664879	341	289	331	14.28				120			79	26		1413
3542561	1	E	MUSTARD HONEY	12	12 OZ		0-41303-00464	1004664882	282	227	237	20.42							112	45		2199
3542562	1	E	MUSTARD HORSRADISH	12	12 OZ		0-41303-00463	1004664871	283	222	170	14.62							80	45		1587
3545406	1	CRYSTAL	SAUCE WORCESTERSHR	1210	OZ		0-48400-00077	1214664886	399	319	157	17.20				588			95	56		1283
3545564	1	FIGARO	LIQID SMOKE	12	4OZ		0-72329-00001	304664877	450	403	3/ 500	13.64				264			75	19		1194
3545652R	1	E	SIG STKHSE MARINAD	612	25FZ		0-41303-00090	600664357	344	293	298	11.73							65	26		1264
3553618	1	POMPEIAN	BALSAMIC VINEGAR	1216	FZ		0-70404-00103	161664349	507	446	424	41.76				1668			230	79		2817
3555784	1	CRYSTAL	SAUCE HOT	1212	OZ		0-48400-00010	1600664886	361	289	207	17.65				177			97	80		1755
3559303	1	TEXASPETE	HOTTER HOT SAUCE	12	6OZ		0-75500-20001	908664869	426	366	129	12.00				312			66	28		982
3580942A	1	KEEBLER	SNDWCH TST PNTBTR	1211	OZ		0-30100-47357	90664884	350	285	310	29.70				552			163	79		2660
3581403A	1	NABISCO*	PREM SALTINE CROKR	12	8OZ		0-44000-00386	60664872	309	246	356	30.7			20				169	101		3223
3581708A	1	NABISCO *	PREMIUM UNSLTD TOP	12	16OZ		0-44000-00055	150664873	308	232	428	36.97			144				203	191		3947
3581722A	1	NABISCO*	PREMIUM ORIGINAL	12	16OZ		0-44000-00057	150664886	308	232	428	36.97			144				203	191		3947
3581907A	1	NABISCO	WHL GRAIN CRACKERS	1217	OZ		0-44000-05495	1414664861	308	223	428	36.97			144				203	236		3992
3582203A	1	CHEEZ IT	CROKR RDCD FAT	12	11.5OZ		0-24100-44077	111664885	506	441	497	42.91			1344				236	150		3333
3582434A	1	CHEEZ-IT	CROKR WHT CHDR	1212	4 OZ		0-24100-78938	101664885	506	440	497	42.91			1344				236	154		3337
3600282	1	EE	RTE PUDDING CHOCO	1213	OZ		0-41303-01995	110664892	402	331	3/ 500	11.97							66	76		1339
3602268A	1	SMUCKERS	MAGIC SHELL CHOC	87	25 OZ		0-51500-02500	400664861	338	283	219	13.60				200			75	22		1257
3602269A	1	SMUCKERS	MAGIC SHLL CHC FDG	87	25 OZ		0-51500-02501	40664863	338	281	219	13.60				200			75	24		1259
F3608077	1	KEEBLER	SUGAR CONES 12CT	612	CT		0-30100-29835	214664884	395	308	298	14.61				379			80	76		1238
3609488	1	EE	MARSH-MALLOW	2410	OZ		0-41303-01849	160664872	325	231	144	23.29							128	201		2658
3620146	1	BUMBLEBEE	TUNA SALAD&CRAOKER	12	3.5OZ		0-86600-70777	314664878	316	268	197	16.16							89	25		1730
3620744	1	DOS	ITE TUNA CHUNK	24	12OZ		0-48000-01164	170664886	325	273	332	61.20				744			337	76		5789
3622584R	1	DOS	BNELESS SALMON PCH	12	2.6OZ		0-48000-01191	10664357	331	285	181	16.68				216			92	09		1553
3624302R	1	REESE	DYSTERS SMKD COLS	10	3.7OZ		0-70670-00576	321664357N	316	253	367	25.10								138		2648
3660345	1	DEL MONTE	PINEAPL SLICE SYRP	1215	5 OZ		0-24000-01596	12	431	376	188	14.40				156			79	45		1408
3671493	1	LIBBYS	MXD FRT EXTR CHRRY	1215	OZ		0-21300-5012	140664880	338	283	225	19.44				156			107	41		1936
F3670308	1	SUN MAID	RAISINS CANNISTER	12	20OZ		0-41143-12870	170664895	281	219	480	41.43							228	128		4499
3671503	1	SUN MAID	CARTON RAISINS 6PK	24	6OZ		0-41143-12010	101664895	409	355	213	38.75				852			213	60		3296
3720586A	1	EBREZE	SML SPACES GAIN	6.25	FZ		0-37000-9333	1664356	319	269	308	12.58							69	24		1351

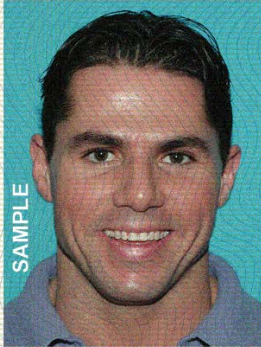
QTY  
66 ] .....PAGE TOTALS.....

THIS INVOICE CONTAINS CONFIDENTIAL INFORMATION BETWEEN SUPERVALU AND RETAILER.  
DO NOT DISCLOSE TO THIRD PARTIES.

LIST	PROFIT %	S.R.P.	ALLOWANCE	ADVANTAGE	EXTENSION
20.8	15.0	3659.96	5.52 118.50		3104.18

Don't Drink and Drive  
**Louisiana**  
Don't Litter Louisiana

**PERSONAL DRIVER'S LICENSE** DUP



LICENSE/ID NO	CLASS	EXPIRATION DATE
007000100	E	10-10-2023

DOB 10-10-1979 ISSUE DATE 12-22-2019

Full Name  
ABC  
123 NORTH MAIN STREET  
APT. 1  
BATON ROUGE, LA 70806-1234

ENDORSEMENTS  
NONE

RESTRICTIONS  
01

SEX HGT WGT  
M 5' 08" 175

EYES AUDIT OFFICE  
BRO 1234 123

*Jelani Sample*

PARISH  
12



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
Pelicans Grocers Inc

**2** Business name/disregarded entity name, if different from above  
Pelicans Grocery

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
123 Main St.

**6** City, state, and ZIP code  
Lake Charles, LA 70601

**7** List account number(s) here (optional)

**8** Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-			-					
--	--	--	---	--	--	---	--	--	--	--	--

**or**

**Employer identification number**

0	1	-	0	1	2	3	4	5	6
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ► *ABC Signature*

Date ► 01/01/2023

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.