

Vendor Stamp #: _____ Vendor Name: _____

AMENDMENT TO THE WIC VENDOR AGREEMENT
This Amendment is pursuant to 10A N.C.A.C. Subchapter 43D

The following provisions amend the October 1, 2015 – September 30, 2018 WIC Vendor Agreement. This amendment will become effective October 1, 2017 and end September 30, 2018.

The Minimum Inventory Requirements Have Been Amended as Follows:

| Food Item | Type of Inventory | Quantities Required |
|---|--|--|
| Milk | Whole fluid: gallon | 2 gallons |
| | -and- Skim/low-fat fluid: gallon | 6 gallons |
| Cheese | 1 pound package | 2 packages |
| Cereal | 2 types: whole grain (minimum package size 12 ounce) | 6 packages total |
| Eggs | Grade A, large, white one 1 dozen size carton | 2 dozen |
| Juices | Single strength 48-ounce container | 4 containers |
| | 64-ounce container | 4 containers |
| Dried Peas and Beans | 1 pound package | 2 packages |
| Peanut Butter | 16 to 18-ounce container | 2 containers |
| Tuna | 5 to 6-ounce can | 6 cans |
| Bread/Tortillas | 16-ounce loaf or 10-ounce package of tortillas | 2 loaves and/or 2 packages OR 1 loaf and 1 package |
| Rice | 14 to 16-ounce package | 2 packages |
| Infant Cereal | 8-ounce box | 6 boxes |
| Infant Fruits and Vegetables | 1 type of fruit and 1 type of vegetable 4-ounce container | 64 ounces |
| Infant Formula | milk-based powder; 11.0 to 14.0 ounce | 8 cans |
| | -and- soy-based powder; 11.0 to 14.0 ounce Brands must be the primary contract infant formulas | 4 cans |
| Fruits | 14 to 16 ounce can: 2 varieties | 10 cans total |
| Vegetables (Excludes foods in Dried Peas and Beans category) | 14 to 16 ounce can: 2 varieties | 10 cans total |

The Vendor Must Comply with the New Provisions Below Due to the Implementation of EBT:

1. Sign the WIC Vendor Agreement of the EBT Processor selected by the state WIC Program or a third-party processor that has been certified by the EBT Processor selected by the state WIC Program.

Failure by a vendor to sign and retain a WIC Vendor Agreement with the state WIC Program's EBT Processor or a third-party processor that has been certified by the state WIC Program's EBT Processor will result in termination of the WIC Vendor Agreement. Vendors must notify the WIC Program within 24 hours of any periods of time during which they do not maintain an Agreement with the state WIC Program's EBT Processor or a third-party processor that has been certified by the state WIC Program's EBT Processor.

2. Process EBT transactions, accurately, in a timely manner and in accordance with the terms of the North Carolina WIC Vendor Agreement, the EBT Processor Vendor Agreement, the FNS EBT operating rules, standards and technical requirements, WIC Program Rules, and state and federal regulations, and statutes;
3. Maintain Point of Sale (POS) terminals used to support the WIC Program in accordance with the minimum lane provisions of 7 C.F.R. § 246.12(z)(2);
4. Maintain a North Carolina EBT Processor certified in-store EBT system that is available for WIC redemption processing during all hours the store is open;
5. Request the North Carolina EBT Processor re-certify its in-store system if the vendor alters or revises the system in any manner that impacts the EBT redemption claims processing system after initial certification is completed. The following applies:
 - a. If the EBT 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, the State will not accept a redemption;
 - b. The vendor is liable for costs of all recertification events needed to return the EBT system for all outlets covered by this agreement to full compliance with the State agency's system requirements. Failure to seek recertification when the vendor's system is altered/revised shall subject the vendor to the financial liabilities for all transactions processed.
6. For vendors with integrated systems, obtain EBT card readers to support EBT transactions within their store(s). The vendor must ensure that the EBT card readers they obtain meets all EBT and North Carolina EBT Processor requirements. The vendor must:
 - a. Purchase EBT card terminals that are capable of properly reading EBT card transactions;
 - b. Ensure the EBT terminal(s) will be supported by integrated software that is fully capable of supporting WIC in-line transactions. The vendor's Point-of-Sale system must meet state certification requirements, including interoperability and North Carolina EBT provider requirements, prior to being placed in operation to accept EBT transactions.
 - c. Acknowledge that the performance of maintenance, cost of maintenance and cost of future replacement of terminals is the vendor's sole responsibility;
7. Require an owner, manager or other authorized store representative to complete training approved by the state WIC Program on EBT procedures. The vendor must ensure that all cashiers and staff are fully trained on EBT requirements, including training in the acceptance and processing of EBT transactions;
8. Require the WIC customer to approve the WIC transaction. Vendors must ensure that the vendors'

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staff does not approve the WIC transactions for WIC customers under any circumstances;

9. Provide to the WIC customer only the approved supplemental foods, fruits, and vegetables contained in the authorized product list (APL) after it has been determined that the WIC customer has an available balance on the date of the transaction.
10. Release supplemental food to WIC customers when the EBT transaction has been completed to include an itemized receipt for all items purchased with EBT. The itemized receipt must:
 - a. clearly identify the items purchased and the individual price charged for each item listed;
 - b. list the remaining balances and the expiration date of the WIC supplemental foods available;
11. Scan or manually enter Universal Product Codes (UPC) only from approved supplemental foods being purchased by the WIC customer in the types, sizes and quantities available on the WIC customer's EBT account. The vendor must not scan codes from UPC codebooks or reference sheets.
12. Only transmit the current shelf price of all WIC-approved supplemental foods purchased in the correct sizes, quantities and the total dollar amount of all WIC-approved supplemental foods purchased in the EBT system;
13. Ensure the certified in-lane redemption process for EBT allows a reasonable degree of security for protecting the PIN used by the WIC customer.
14. Ensure that a personal identification number (PIN) is used by the WIC customer to complete the EBT transaction in lieu of a signature; the WIC customer must enter the PIN to initiate the EBT transaction. The vendor must not enter the PIN for the WIC customer;
15. Return any EBT card found on the vendor's property and unclaimed for 24 hours to the WIC Program. The vendor must not hold or use a WIC customer's EBT card and PIN for any purpose whatsoever;
16. Connect the vendor's in-store system for each outlet covered by the WIC Vendor agreement to the State's WIC EBT system at least once each 24-hour period to download reconciliation files and the North Carolina WIC authorized product list.
17. Not charge to the State agency:
 - a. any third-party commercial processing costs and fees incurred by the vendor from EBT multi-function equipment, commercial transaction processing costs and fees imposed by a third-party processor that the vendor elects to use to connect to the EBT system of the state shall be borne by the vendor;
 - b. any charges related to EBT transactions;
 - c. ongoing maintenance, processing fees or operational costs for vendor systems and equipment used to support EBT after the WIC Program has implemented EBT statewide.

All other Terms of Vendor Agreement as set forth in the original agreement will remain in effect for the duration of the Agreement.

The undersigned represents that s/he has read, understands, and agrees to comply with the amendment to the WIC Vendor Agreement.

Owner/Officer Signature: _____ Title (If Officer): _____ Date: _____

This institution is an equal opportunity provider.