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Woman Infant Children (WIC) Nutrition Program & Farmers Market Nutrition Programs (FMNP)

Farmer Agreement

This Agreement is made between (business name): _____
in the city of _____,
owned by: _____

(hereinafter Farmer) and the State of Maine Department of Health and Human Services Maine CDC WIC Nutrition Program (hereinafter WIC Program). The Farmer and the WIC Program mutually agree to the terms and conditions contained in this Agreement.

The period of this Agreement is from _____ to _____.

A new farmer applicant is placed under a 30 day pre-authorization period to register to State agency's EBT provider and perform Certification Testing. This is to validate information provided by the farmer. If applicant is unable to pass certification testing by the end of 30 pre-authorization, applicant may request for a pre-authorization extension, not to exceed 60 days. A farmer who does not validate by the end of the pre-authorization will be immediately terminated from the program.

1. The Farmer agrees to the following general requirements during the term of the Agreement:
 - 1.1. Maintain compliance with the farmer selection criteria as outlined in Policy No. FMNP-01, Farmer Selection and Authorization, throughout the Farmer Agreement period, including any changes to the criteria.
 - 1.2. Maintain records in accordance with generally accepted accounting procedures; and assure that records reflecting justification and receipt of WIC/FMNP funds, WIC cash value benefits (CVB)/ FMNP benefits (hereinafter benefits), and all other program-related records of the Farmer are available for inspection or audit by federal, state or other authorized personnel.
 - 1.3. Locally grown fruits or vegetables produce must be clearly labeled Maine grown and price.
 - 1.4. Cooperate with federal and state WIC/FMNP program and other authorized personnel during announced and unannounced on-site farmer reviews, inspections and audits.
 - 1.5. Provide the WIC Program with purchase invoices from other farmers, when requested.
 - 1.6. Attend all mandatory trainings
 - 1.7. Be responsible for training all staff who handle WIC/FMNP transactions and ensuring their knowledge regarding WIC/FMNP program procedures and requirements.
 - 1.8. Submit benefits for redemption in accordance with the procedures and other requirements of Policy No. FMNP-07, Farmer Operations.
 - 1.9. Satisfy all claims for overcharges within the time requested.

Farmers' Market Nutrition Program
Farmer Agreement, FMNP Appx-1A
Revised: 3/30/2023

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Maine CDC WIC Nutrition Program

PHONE: (207) 287-3991

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- 1.10. Provide plans to the WIC Program for correcting deficiencies detected in monitoring visits.
- 1.11. Comply with the civil rights requirements of 7 CFR §248.7 and §248.10(a)(6).
2. The Farmer agrees to the following operational requirements during the term of the Agreement:
 - 2.1. Maintain device that performs online EBT transactions in accordance with the published rules, policies, specifications, procedures established by the EBT contractor.
 - 2.2. Pay for equipment and ongoing maintenance related to EBT transactions.
 - 2.3. Affix the WIC Program issued signage “WIC Accepted Here” in visible location.
 - 2.4. Provide WIC/FMNP food at prices that are competitive.
 - 2.5. Ensure that prices charged to WIC/FMNP customer for Approved Fruit and Vegetable are equal to or less than prices charged to non-WIC/FMNP customers.
 - 2.6. Allow WIC/FMNP customer to take advantage of farmer promotions that provide foods free of charge when purchasing WIC/FMNP foods.
 - 2.7. Do not publicly identify, call unnecessary attention to, or allow discourteous treatment of a WIC/FMNP customer. Provide the same courtesies to WIC/FMNP customers as other customers.
 - 2.8. Appropriately redeem valid benefits issued by WIC Program for fresh fruits & vegetables.
 - 2.9. Only accept benefits at the time of the actual purchase and never issue “rain checks” or credit slips to WIC/FMNP customer for WIC/FMNP Approved Fruit and Vegetable.
 - 2.10. Do not request or accept cash payment for the quantities of foods covered by the benefits.
 - 2.11. Allow WIC/FMNP customers to purchase less than the total amount of their benefit. If the total price is more than the benefit amount allow the WIC/FMNP customer to pay the difference.
 - 2.12. Do not provide cash back if the value of the food purchased is less than the benefits.
 - 2.13. Keep all information of WIC/FMNP customers confidential.
 - 2.14. Do not demand identification other than requiring the WIC/FMNP customer provide their barcode to redeem benefits.
 - 2.15. Do not collect sales tax on WIC/FMNP food purchases.
 - 2.16. Allow exchange of an identical item only when the original item is defective, spoiled, or has exceeded its expiration date.
 - 2.17. Do not charge the WIC Program for WIC/FMNP products provided in excess of those listed in their benefits.
 - 2.18. Do not charge the WIC Program for WIC/FMNP products not actually purchased and received by the WIC/FMNP customer.
 - 2.19. Accept valid benefits from all WIC/FMNP customers without exception.
 - 2.20. Do not transact benefits outside of the farmers indicated sale sites locations.
 - 2.21. Do not seek restitution from WIC/FMNP customer for redeemed benefits that were part of a claim requested by WIC Program or denied by our EBT processor.
 - 2.22. Direct questions concerning payment to the WIC Program or WIC EBT contractor. Do not contact WIC/FMNP customer concerning this or any other problem area.
 - 2.23. Report any irregularities in the use of WIC/FMNP benefits by WIC/FMNP customer to

the WIC Program.

- 2.24. Report to the WIC Program if a WIC/FMNP customer requests cash or credit in exchange for returned WIC/FMNP products.
3. For transactions with WIC or FMNP benefits, the Farmer shall:
 - 3.1. Scan the WIC customer's mobile or printed barcode, for benefit amount available.
 - 3.2. Consult your Approved Fruit and Vegetable List:
 - 3.2.1. WIC Cash value Benefits (CVB) for fruits and vegetables.
 - 3.2.2. FMNP benefits for Maine grown fresh fruits and vegetables.
 - 3.2.3. Farmer will select the price look up (PLU) code for product, enter price, and select receipt type.
 - 3.3. The WIC Program may deny payment to the farmer for improperly redeemed WIC/FMNP benefits or may establish a claim for payments already made on improperly redeemed food benefits. The WIC Program may disqualify a farmer for program abuse with a minimum of 15 days' advance written notification.
4. This Agreement does not constitute a license or property interest.
5. This Agreement is non-transferable. Any transfer of ownership or sale of the business by the Farmer shall render the Agreement and the vendor stamp number shall be null and void. The Agreement also shall be null and void if the Farmer ceases operations or leases the business. In the event of cessation of operations the Farmer must notify the WIC Program.
6. This Agreement is in effect for the time period stated only. An application must be submitted for consideration upon expiration of the current Agreement period. The Farmer's renewal application will be subject to the WIC Program's farmer selection criteria in effect at the time of the reapplication.
7. The Agreement is subject to change in accordance with any changes in federal and state requirements governing the WIC Program /FMNP Program.
8. Both parties to this Agreement represent that there is no conflict of interest between the WIC Program /FMNP Program, the local WIC agencies and the Farmer.
9. The Agreement may be terminated for cause by the WIC Program, with fifteen (15) days' advance written notice. The farmer will be required to reapply for authorization, and the waiting period before reapplication will be one (1) year unless otherwise specified. The Farmer's new application will be subject to the WIC Program's farmer selection criteria in effect at the time of the reapplication. Causes for termination include:
 - 9.1. Failure to attend mandatory training.
 - 9.2. Nonpayment of a claim for documented overcharges to the WIC Program.
 - 9.3. Providing false information in the farmer application.
 - 9.4. Failure to allow monitoring and inspection of the premises and procedures to ensure compliance with the Agreement and state and federal WIC/FMNP program rules, regulations, and policies. Monitoring and inspection includes, but is not limited to, allowance of access to benefits negotiated the day of monitoring, and access to shelf price records and any other farmer records pertinent to the purchase of WIC/FMNP food items.
 - 9.5. Failure to maintain records in accordance with generally accepted accounting procedures; and to assure that records reflecting justification and receipt of WIC/FMNP funds, benefits and all other program related records of the Farmer are available for inspection or audit by federal, state or other authorized personnel.

- 9.6. Failure to cooperate with federal and state WIC/FMNP Program and other authorized personnel during announced and unannounced on-site farmer reviews, inspections and audits.
- 9.7. Failure to provide the WIC Program with purchase invoices from other farmers, when requested.
- 9.8. Failure to maintain compliance with farmer selection criteria, including changes to selection criteria made during the Farmer Agreement period.
- 9.9. Failure to train all staff who handle benefits transactions and ensuring their knowledge regarding WIC/FMNP program procedures and requirements.
10. The WIC Program may disqualify a farmer for WIC/FMNP abuse.
11. The Farmer shall be held liable for the actions of all owners, officers, managers, agents, employees and personnel, paid or unpaid, who may be involved in WIC/FMNP transactions at the farmer's place(s) of business.
12. A farmer who commits fraud or abuse in the WIC Program is liable to prosecution under applicable federal, state and local laws.
13. A farmer may appeal an action of the WIC Program denying its application to participate, imposing a sanction, or disqualifying it from participating in the WIC Program. Expiration of agreement shall not be subject to appeal.
14. Neither the Farmer nor the WIC Program has an obligation to renew the Farmer Agreement.
15. At least thirty (30) days before the agreement expires, authorized farmers shall receive a notification to renew prior to the date of expiration of the current agreement. Failure to submit the renewal application prior to the date of expiration of the current agreement shall result in loss of authorization.

I certify that as the owner, operator, manager, or other person(s) authorized to sign the WIC Program Farmer Agreement and, prior to signing that agreement, I have carefully read the entire Agreement. I understand how the WIC and FMNP programs work and all expectations of me set forth by the WIC Program. I understand that compliance with all policies, procedures, and regulations of the WIC Program is my responsibility.

Farmer Title _____

Authorized Signature _____

Program Title Director of Maine WIC Nutrition Program

Authorized Signature: _____