MARYLAND DEPARTMENT OF AGRICULTURE &
MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE
FAMILY HEALTH ADMINISTRATION
OFFICE OF THE MARYLAND WIC PROGRAM

DATE RECEIVED BY MDA OR STATE WIC OFFICE

FARMER'S APPLICATION FOR FARMERS MARKET NUTRITION PROGRAM & WIC PROGRAM FVC AUTHORIZATION

INSTRUCTIONS: Only Farmers who are authorized by the Maryland State Department of Agriculture to accept the WIC Farmers Market Nutrition Program (FMNP) checks are eligible to submit an application to the WIC Program requesting approval to accept the fruit and vegetable WIC checks. NOTE: This form encompasses both programs.

An owner, officer, manager, or other individual authorized to act on behalf of the Farmer must complete the following information in its entirety and sign in appropriate areas to authenticate this document. ***Failure to provide information as requested will be grounds for refusal to accept and process the application for authorization.***

COMPLETE & RETURN this form to : FMNP ADMINISTRATOR, MARYLAND DEPARTMENT OF AGRICULTURE, 50 HARRY S TRUMAN PKWY, ANNAPOLIS MD 21401

Please list your current WIC FMNP Stamp Number or indicate "NEW" if this is your first application:	**List each Farmers' market(s) and Farm Stand(s) where you will sell your produce:**

BUSINESS TYPE

Check the appropriate type from the list below:

_____Sole Proprietorship

Complete Part B only

OR

_____ Partnership

Privately Held Corporation
_____Yes _____No

Publicly Traded Corporation
_____Yes _____No

Complete Part A only

PART A - OWNERSHIP/FARM IDENTIFICATION

OWNERSHIP/FARM NAME		FEDERAL TAX I D NUMBER	
OWNERSHIP/FARM MAILING ADDRESS		P. O. BOX NUMBER	
CITY		STATE	ZIP CODE
TELEPHONE NUMBER ( )	FAX NUMBER ( )	FARM E-MAIL ADDRESS	

OWNERSHIP—LIST ALL CURRENT OWNERS. IF CORPORATION, LIST ALL OFFICERS (USE ADDITIONAL SHEET IF NECESSARY)

Please Print. NAME (LAST, FIRST, MIDDLE)	FULL ADDRESS	PHONE NUMBER

PART B

OWNER/FARM)	OWNER/FARM)	OWNER/FARM)
NAME	NAME	NAME
STREET ADDRESS	STREET ADDRESS	STREET ADDRESS
CITY	CITY	CITY
TELEPHONE	TELEPHONE	TELEPHONE
CONTACT PERSON FOR WIC PROGRAM	CONTACT PERSON FOR WIC PROGRAM	CONTACT PERSON FOR WIC PROGRAM
FEDERAL TAX ID NUMBER	FEDERAL TAX ID NUMBER	FEDERAL TAX ID NUMBER

IN ORDER TO BE CREDITED FOR FVC CHECKS SUBMITTED FOR REIMBURSEMENT VIA THE WIC STATE OFFICE DUE TO ANY ISSUES, ALL FARMER APPLICANTS MUST COMPLETE THE SECTIONS BELOW

Bank Name:

Bank Address:

Bank Account Number:

Bank Routing (ABA) Number: *(9 digit number at bottom left on deposit slip)*

CONFLICT OF INTEREST

Are there any members of the ownership, management, or corporate officers who serve as board members or directors of an agency contracted with the Maryland Department of Health and Mental Hygiene (DHMH)? YES NO

Are there any members of the ownership, management, or corporate officers who serve as board members appointees or are elected officials with oversight of a public or private health agency? YES NO

Are there any members of the immediate family of the ownership, management, or corporate officers who serve as board members or directors of an agency contracted with DHMH? YES NO

If yes to any of these three questions, please specify relationship and circumstance in detail. Attach additional sheets if needed.

The Maryland Department of Agriculture and WIC Program shall review the accuracy of all applicant qualifications and, shall make appropriate authorizations based upon the results of such review.

CERTIFICATION AND SIGNATURE OF OWNER, OFFICER OR MANAGER (Person who has the authority to apply on behalf of the business):

1. I apply for authorization as a Farmer for the Farmers Market Nutrition & WIC FVC Programs, and I have authority to contract for the business.
2. For the purposes of the Farmers Market Nutrition Program, the Farmer shall: (§248.10 (b)(1)(i-xii))
   a. provide such information as the State agency shall require for its periodic reports to FNS;
   b. assure that FMNP coupons/checks/EBT benefits are redeemed only for eligible foods;
   c. provide eligible foods at the current price or less than the current price charged to other customers;
   d. accept FMNP coupons/checks within the dates of their validity and submit coupons/checks for payment within the allowable time period established by the State agency;
   e. In accordance with a procedure established by the State agency, mark each transacted coupon with a farmer identifier. In those cases where the agreement is between the State agency and the farmer or roadside stand, each transacted FMNP coupon/check shall contain a farmer identifier and shall be batched for reimbursement under that identifier. In those cases where the agreement is between the State agency/ITO and the farmers' markets, each transacted FMNP coupon/check shall contain a farmer identifier and be batched for reimbursement under a farmers' market identifier;
   f. accept training on FMNP procedures and provide training to farmers and any employees with FMNP responsibilities on such procedures;
   g. agree to be monitored for compliance with FMNP requirements – including both overt and covert monitoring;
   h. be accountable for actions of farmers or employees in the provision of foods and related activities
   i. pay the State agency for any coupons/checks/EBT benefits transacted in violation of this agreement;
   j. offer FMNP recipients the same courtesies as other market customers;
   k. comply with the nondiscrimination provisions of USDA regulations;
   l. Notify the State agency if any farmer or farmers' market or roadside stand ceases operation prior to the end of the authorization period. Provide the State agency with a regularly updated list of all farmers at the authorized market who accept FMNP coupons/checks/EBT cards in exchange for their produce, and their effective dates of participation.
3. For the purposes of the Farmers Market Nutrition Program, the Farmer shall not: (§248.10 (b)(2)(i-iii))
   a. collect sales tax on FMNP coupon/check/EBT card purchases;
   b. seek restitution from FMNP recipients for coupons/checks/EBT benefits not paid by the State agency; and
   c. Provide unauthorized food items, nonfood items, cash, or credit (including rain checks) in exchange for purchases that are in an amount less than the value of the FMNP coupon/check(s).
4. I certify that during the last six (6) years that the farmer applicant or any of the farmer applicant's current owners, officers, or managers have not been indicted for, convicted of, or had a civil judgment entered against them for any activity indicating a lack of business integrity. Activities indicating a lack of business integrity include fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, and obstruction of justice
5. I consent to the release of necessary and required information on myself and/or this company/business to the United States Department of Agriculture, Food Nutrition Service; the Maryland Department of Agriculture; the Maryland Department of Health and Mental Hygiene and its contractor's agents; and the Food Stamp Program, for the purpose of determining eligibility, program coordination, and conducting authorizations and compliance activities.
6. I certify that neither the farmer applicant nor any of the farmer applicant's current owners, officers, or managers have been disqualified, suspended, or have been assessed a civil money penalty from any USDA/FNS Program.
7. I hereby certify that the information presented in this application is true and factual to the best of my knowledge, information, and belief. I understand that misrepresentation of the information contained herein will nullify this application or will lead to contract termination if discovered at a later date.

OWNER/REPRESENTATIVE SIGNATURE	DATE
OWNER/REPRESENTATIVE PRINT NAME	TITLE

Neither the Maryland Department of Agriculture nor Maryland WIC Program is obligated to contract with any farmer. Each applicant has the right to appeal the decision if the application is denied. Expiration of an Agreement is not subject to appeal.

In accordance with Federal law and U.S. Department of Agriculture (USDA) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability or retaliation. To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue SW, Washington, DC 20250-9410 or call, toll free, (866) 632-9992 (Voice). USDA is an equal opportunity provider and employer.

Farmer Agreement

A. The Parties agree to these general provisions:

1. This Agreement is not transferable. Any change in ownership or rights of ownership, cessation of operation, or relocation of a farmer terminates this agreement and the farmer's authorization to accept WIC food instruments is ended. This Agreement does not constitute a property interest. If the farmer wishes to continue to be authorized beyond the period of its current Agreement, the farmer must reapply for authorization. If a farmer is disqualified from participating in the WIC Program, the Program will terminate this Agreement, and the farmer will have to reapply in order to be authorized after the disqualification period has ended. In all cases, the farmer's new application will be subject to the Program's authorization criteria and any limiting criteria in effect at the time of the reapplication. Termination of this Agreement due to change in ownership or relocation may not be appealed.

2. The Program will immediately terminate this agreement if it determines that the farmer has provided false information in connection with its application for authorization. Either the Program or the Famer may terminate this Agreement for cause after providing written notice to the other party at least 15 days in advance of the termination date.

3. The Program, as well as officers, agents, and employees of the Program, are not responsible for losses incurred by the farmer as a result of investigation into an alleged violation, suspension of authorization, and/or denial of application for authorization.

4. Payment obligation by the Program 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 void, and services shall be terminated by the Program. Payment will be made on all valid instruments in circulation with an issue date prior to the voiding of this Agreement. The Program shall notify the farmer at the earliest possible time of any service that will or may be affected by lack of availability of Federal or State funds.

5. The Program, including its representatives at local jurisdiction WIC offices, may conduct monitoring of WIC authorized farmers to determine the farmer's compliance with applicable federal and state policies and regulations, the WIC Farmers Handbook, and the WIC State Plan of Operations. The monitoring may include random monitoring, educational buys, and covert compliance buys without the knowledge of the farmer. The Program has sole discretion as to whether or not to notify a farmer in writing when an investigation reveals an initial violation for which a pattern of violations must be established in order to impose a sanction pursuant to 7 CFR § 246.12(l)(3) and COMAR 10.54.03.16.

6. Should the farmer lose the farmer's business due to a fire or natural disaster and the business is able to reopen or operate within thirty (30) days, the farmer shall retain the farmer's WIC authorization. However, if more than thirty (30) days are needed to reopen, the Program shall terminate this Agreement, and the store must reapply for authorization and be approved as a WIC farmer in order to obtain authorization to operate as a WIC farmer.

7. The farmer Sanction Policy, as detailed in the Farmer Handbook and the Program's State Plan of Operations, shall be a part of this Agreement. The current version of the farmer

Sanction Policy, Farmer Handbook, Application Packet, and the State Plan of Operations are incorporated by reference into this Agreement. The WIC Program will update these documents as required, and the farmer is subject to the requirements of the most recent update. In addition, the farmer is subject to the terms of the Sanction Policy in effect at the time the farmer violates a provision of the Agreement.

8. Except as provided elsewhere in this agreement, a farmer has the right to appeal a Program decision pertaining to a denial of application for authorization or a suspension of authorization within 10 days of the date of the farmer's receipt of the notice of denial or notice of suspension.

9. The Program may suspend the farmer's authorization to operate as a WIC farmer for reasons of program abuse, failing to adhere to WIC policies and procedures, failing to adhere to applicable State and Federal statutes and regulations, the WIC Farmer Handbook, the State Plan of Operations, and/or failing to adhere to the provisions of this Agreement.

10. A disqualification from the Farmer's Market Nutrition Program (FMNP) or disqualification from any other Food and Nutrition Service (FNS) Program will result in an automatic suspension from the WIC Program for the same, but not necessarily concurrent, amount of time. Farmer disqualifications resulting from FMNP disqualification are not subject to administrative or judicial review.

11. The Program may disqualify a farmer that has been issued a civil money penalty under the FSP pursuant to 7 CFR § 246.12 of the WIC Program Regulations. The Program may also impose a civil monetary penalty in accordance with the formula outlined in 7 CFR § 246.12.

12. Notice of a store's suspension of authorization from the WIC Program will be forwarded to the United States Department of Agriculture (USDA) and may be grounds for disqualification of the Farmer from other FNS Programs, including the FSP. Such disqualification may not be subject to Administrative or Judicial Review under the Food Stamp Program.

13. The relocation of a WIC farmer terminates this Agreement, and the farmer must reapply for a new period of authorization and be authorized as a WIC farmer by the WIC Program before it may operate as a WIC Farmer at the new location.

14. A farmer who commits fraud or abuse of the Program is liable for prosecution under applicable Federal, State, or local laws, and may be, if convicted, subject to a fine of not more than $25,000 or imprisonment for not more than 5 years or both in accordance with 7 CFR § 246.12(h)(3)(xx) and 7 CFR § 246.23(d).

15. The provisions of this Agreement are governed by Maryland law.

16. The Program may terminate this Agreement for cause or for convenience if it determines that such a termination would be in its best interest. The Program will pay all reasonable costs associated with this Agreement that the farmer has incurred to the date of the termination. These costs are limited to properly redeemed food instruments. However, the farmer shall not be reimbursed for any anticipatory profits that have not been earned up to the date of the termination.

17. The Program may amend this Agreement upon 15 days notice to the farmer in order to comply with any new Federal or State laws or regulations or policies issued by the USDA.

In all other instances, the Agreement may only be modified as the Program and the farmer mutually agree in writing.

18. The Program will terminate the Agreement if the Program identifies a Conflict of Interest. It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval or disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, minor child, brother, or sister has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee or agent has previously complied with the provisions of State Government Section 15-501 et seq. of the Annotated Code of Maryland.

19. The Program may reassess the farmer at any time during the Agreement period using the current selection criteria. The Program will terminate the Agreement if the farmer fails to meet the current farmer selection or authorization criteria.

20. The Program has sole discretion to designate the date, time, and location of all interactive farmer training.

B. The Farmer agrees to:

1. Adhere to all applicable existing laws and regulations of the Program and any subsequently enacted as a result of State or Federal legislation.

2. Adhere to all policies and operating procedures of the Program, including those found in the FMNP Farmer Packet, the WIC Application Packet, the WIC Farmer Handbook, and the WIC State Plan of Operations, and including updates of these policies and procedures.

3. Process all food instruments in accordance with both Program regulations, policies, and procedures, or otherwise be subject to Program sanctions and nonpayment of improperly redeemed food instruments.

4. Submit food instruments for payment within the allowed time period as set forth in the FMNP Farmer Packet or WIC Farmer Handbook as required, and to request payment from the WIC Program for problem or bank-rejected food instruments, certifying thereto that the represented service has been performed, that payment for the service has not been received, and that the amount specified is due and owing.

5. Include in a request for payment:

   a. The farmer's FMNP assigned farmer Identification Number, which is _____;

   b. The farmer's Federal Tax Identification, which is _____;

   c. The farmer's address, which is_____

   _____

6. Address all requests for payment for the WIC FVC Instrument to:

   Sharon Gibbs
   Maryland WIC Program
   201 W. Preston Street, 1st Floor
   Baltimore, MD 21201

7. Accept food instruments from a participant (here and thereafter defined as including any parent, caretaker of an infant or child participant, and proxy) only within the allowed time period as set forth on the food instrument.

8. Provide to the participant only the eligible food authorized for purchase by FMNP participants and fruits and vegetables authorized for purchase by WIC Participants.

9. Hold the Program forever harmless for any FMNP or WIC transaction completed prior to the farmer being authorized to operate as a WIC farmer.

10. Provide fruits and vegetables at the current prices or at less than the current prices charged to other customers.

11. Not seek restitution from any participant in connection with the negotiation of a FMNP or WIC food instrument or for food instruments not paid for by the respective Program.

12. Not issue cash change for purchases that are in an amount less than the value of the FMNP check or the WIC Fruit and Vegetable Check.

13. Permit the WIC Participant to pay at his or her discretion, in any form of tender accepted by the farmer, amounts exceeding the denomination of the FMNP check or the WIC Fruit and Vegetable Check.

14. Provide the Program with the name of the bank and the account number in which WIC food instruments are to be deposited and inform the Program immediately in writing of any change in either item.

15. Obtain, at its expense, all licenses, permits, insurance, and government approvals, if any, necessary to the farmer's performance under the Agreement.

16. Accept responsibility for food inventory of the farmer at the termination of the Agreement or upon the suspension of the farmer from the Program.

17. Inform all staff about Program requirements and train staff on Program requirements.

18. Be accountable and responsible for violations committed by owners, officers, managers, agents, and employees of the farmer.

19. Offer Program participants the same courtesies offered other customers, including giving trading stamps to WIC participants for purchases made with WIC food instruments if trading stamps are given for cash purchases, allowing the use of store bonus or savings cards which provide price savings, and offering WIC customers in store promotions such as "buy 1, get one free."

20. Provide access, on the day of a monitoring visit, to any food instruments negotiated on the day of any monitoring reviews, at the request of the monitor.

21. Provide to WIC representatives access to all program-related records in accordance with 7 CFR § 246.12(h)(3)(xv) of the WIC Regulations.

22. Comply with the nondiscrimination provisions of USDA regulations as provided in Sec. 248.7.

22. Not collect sales tax on FMNP or WIC food purchases.

23. Pay all excess charges assessed by the Program in accordance with applicable regulations.

24. Notify the Program as soon as the farmer has knowledge that it will cease operation or that there will be a change in ownership, and notify the Program immediately when a store cannot operate due to fire or other natural disaster.

25. Maintain inventory records used for Federal tax reporting purposes and all other WIC records for a period of four (4) years.

26. Participate in Annual Training sessions offered by the Program and any other training deemed appropriate by the Program.

27. Not charge the Program for foods not received by a WIC Participant.

28. Refrain from use of the WIC logo and Acronym, or close facsimiles, in the name of the farmer, signage, and advertising and other promotional materials. Farmer developed Shelf talkers are authorized for use provided they are accurately placed and do not misidentify food items as WIC authorized. Farmers may not apply stickers, tags or labels that have the WIC logo or acronym on WIC-approved products. Violation of this prohibition is subject to the sanctions contained in COMAR 10.54.03.16 which are incorporated by reference.

C. The Program Agrees To:

1. Advise participants of the location or locations of the farmer or markets that the farmer has been authorized to operate under this Agreement.

2. Provide for the payment of the actual purchase price of FMNP or WIC foods listed on properly redeemed valid Maryland FMNP or WIC food instruments provided that purchase price is within the "not to exceed limits" established by the respective Program.

3. Provide the farmer with annual training and materials to support the farmer's efficient operation as a FMNP and WIC farmer in the Program, and provide the farmer with at least one alternative date on which to attend such training.

4. Notify the farmer of any changes in respective Program regulations and operating procedures.

5. Undertake appropriate monitoring, auditing, and review of the farmer as required by respective Federal and State Program rules, regulations, policies, and procedures.

6. Provide prompt and courteous assistance to the farmer when problems or questions arise concerning the farmer's operation as a WIC farmer.

7. Maintain records associated with this Agreement.

8. Impose sanctions in accordance with the provisions of this Agreement, the FMNP Farmer Packet, the WIC Farmer Handbook and State Plan of Operations, and Federal and State regulations and laws.

9. Disqualify or suspend the farmer for reasons of Program abuse or violation of this Agreement, the FMNP Farmer Packet, the WIC Farmer's Handbook, the State Plan of Operations, or federal or state WIC laws or regulations, or disqualification from the FMNP or from any other FNS Program.

10. Bill for excess charges as set forth in COMAR 10.54.03.12.

11. After providing an opportunity to correct or justify such payments, deny payment to the farmer for improperly processed food instruments and demand refunds for payments already made on improperly processed food instruments.

D. The Program's Agreement Monitor is the primary point of contact for the Program for matters relating to this Agreement. The farmer shall contact this person immediately if the farmer is unable to fulfill any of the requirements of the Agreement or has any questions regarding the interpretation of the provisions of the Agreement.

The Agreement MONITOR for the Program is:

Chris Harr
Acting Chief, Vendor Operations and Program Support
Maryland WIC Program
201 W. Preston Street, 1st Floor
Baltimore, Maryland 21201
Phone: (410) 767-5175
Email: chris.harr@maryland.gov

E. The farmer's Agreement Monitor is the primary point of contact by the Program for matters relating to the farmer's performance under the Agreement.

The Agreement MONITOR for the Farmer is:

_____
Name (Print or Type)

_____
Title (Print or Type)

_____
Business Address (Print or Type)

_____
Business Telephone Number (Print or Type)

F. The Farmer represents and warrants that:

1. It is qualified to do business in the State of Maryland and that it will take all necessary action to remain so qualified; and

2. It is not in arrears with respect to the payment of monies owed to the State of Maryland, or any unit thereof, and that it will not become in arrears during the term of the Agreement.

G. The Agreement is between the Maryland Department of Agriculture, Maryland's <u>Special Supplemental Nutrition Program for Women, Infants and Children (WIC)</u>

and_____

and covers the following store(s) (if seeking the authorization of multiple stores under the same ownership):

(Only list stores covered by this agreement. Attach an extra sheet if more space is needed.)

FARMER'S NAME & #	MARKET LOCATION	WIC FMNP IDENTIFICATION #

H. Both parties agree that the documents listed are hereby incorporated into this Agreement and made an integral part thereof:

Title

WIC Farmer Application

WIC Farmer Handbook

WIC State Plan of Operations

In Witness Whereof, the parties hereto have set their hands and seals:

(Signatory for the Farmer)

By: _____
(Farmer's Signature)

_____
Name (Typed or Printed)

_____
Title (Typed or Printed)

_____
Date

(Signatory for the Department)

By: _____
Secretary of Health and Mental Hygiene

By: _____
(Designee of the Secretary of Health and Mental Hygiene)

_____
Date of Signing by DHMH Secretary or Designee

AND

By: _____
Secretary of Agriculture

OR

By: _____
(Designee of the Secretary of Agriculture)

_____
Date of Signing by MDA Secretary or Designee

Approved as to Form and Legal Sufficiency

This 20th Day of Feb 2014

By: _____
Craig A. Nielsen
Assistant Attorney General