

DATE RECEIVED BY STATE WIC OFFICE

FARMER'S APPLICATION FOR WIC PROGRAM AUTHORIZATION

INSTRUCTIONS: Only farmers who are authorized by the Maryland State Department of Agriculture to accept the WIC Farmer's Market Nutrition Program (FMNP) checks are eligible to submit an application to the WIC Program requesting approval to accept WIC fruit and vegetable checks.

A farmer, owner, officer, manager, or other individual authorized to act on behalf of the farmer must complete this form 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.*

List your current FMNP Stamp Number:

List all of the FMNP markets where you sell your produce:

BUSINESS TYPE

Check the appropriate type from the list below:

<p>_____ Sole Proprietorship</p> <p><u>Complete Part B only</u></p>	<p>_____ Partnership</p> <p>Privately Held Corporation _____ Yes _____ No</p> <p>Publicly Traded Corporation _____ Yes _____ No</p> <p><u>Complete Part A only</u></p>
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PART A - OWNERSHIP/FARM IDENTIFICATION

OWNERSHIP/FARM NAME		FEDERAL TAX I D NUMBER OR SSN	
OWNERSHIP/FARM MAILING ADDRESS		P. O. BOX NUMBER	
CITY		STATE	ZIP CODE
TELEPHONE NUMBER () ()	FAX NUMBER () ()	OWNERSHIP/CORPORATION 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

ALL FARMERS 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 or 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 WIC Program will review the accuracy of all applicant information and issue 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 farm):

1. I apply for authorization as a farmer for the WIC Program, and I have authority to contract for the business.
2. I certify that during the last six (6) years that neither the farmer applicant nor any of the farmer applicant's current owners, officers, or managers have 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.
3. I understand and agree that this application and any resulting agreement with the WIC Program may require the provision of personal information, including a social security number, as allowed under the authority of 42 USC § 405(c)(2)(C). I further understand and agree that: (a) the provision of this personal information is mandatory in order to carry out requirements of the WIC Program and make payments under the agreement, and refusal to provide the information may result in non-payment; (b) the person in interest for this information has the right to inspect, amend, or correct the personal information; and (c) this personal information is confidential and not available for public inspection but may be released as provided in Paragraph 4 below or as otherwise allowed by law.
4. I consent to the release of necessary and required information on myself and this company/business to the United States Department of Agriculture, Food Nutrition Service (USDA/FNS); 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.
5. I certify that neither the farmer applicant nor any of the farmer applicant's current owners, officers, or managers have been disqualified from, suspended from, or been assessed a civil money penalty from any U.S. Department of Agriculture, Food Nutrition Service Program.
6. 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 agreement termination if the misrepresentation is discovered at a later date.

OWNER/REPRESENTATIVE SIGNATURE	DATE
OWNER/REPRESENTATIVE PRINTED NAME	TITLE

The Maryland WIC Program is not 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.

Agreement for Farmer to Accept WIC Fruit and Vegetable Checks

This Agreement, dated _____, is made by and between _____, hereinafter called "farmer," and the **Special Supplemental Nutrition Program for Women, Infants and Children**, a unit of the Maryland Department of Health and Mental Hygiene, Family Health Administration (FHA), hereinafter called "Program" or "WIC," collectively known hereinafter as "the parties." This Agreement shall commence on _____ and shall terminate _____.
(to be filled in by the Program) (to be filled in by the Program)

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

A. The Parties agree to these general provisions:

1. This Agreement, which concerns the farmer's authorization to operate as a WIC farmer, i.e. accept WIC fruit and vegetable checks (WIC food instruments) at a farmers' market, shall continue in effect until the above-stated termination date or unless it is terminated as provided in this Agreement.
2. Neither the Program nor the farmer has an obligation to renew this agreement.
3. Either the Program or the farmer may terminate this Agreement for cause after providing advance written notification at least 15 days in advance of the termination date.
4. The Program reserves the unilateral right to order in writing changes in the work within the scope of the Agreement and the unilateral right to order in writing a temporary stop or delay in performance.
5. 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 suspended 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 suspension 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.
6. The Program will immediately terminate this Agreement if it determines that the farmer has provided false information in connection with its application for authorization as a WIC farmer. The effective date of denials of authorization and disqualifications or adverse actions imposed under 7 CFR § 246.12(l)(1)(i) is the date of receipt of the notice of adverse action. All other adverse actions will be effective no earlier than 15 days after the date of the notice of the adverse action and no later than 90 days after the date of the notice of adverse action or, in the case of an adverse action that is subject to administrative review, no later than the date the farmer receives the review decision.
7. 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.

8. 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 WIC fruit and vegetable checks, 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.
9. 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 laws, regulations, and policies, the WIC Farmer 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.
10. 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 farmer must reapply for authorization and be approved as a WIC farmer in order to obtain authorization to operate as a WIC farmer.
11. The Vendor 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 Vendor Sanction Policy, Farmer Handbook, Farmer's Application for WIC Program Authorization, and the State Plan of Operations is 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 of any violation.
12. 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, a suspension of authorization, or a program sanction within 10 days of the date of the farmer's receipt of the notice of denial, suspension, or sanction.
13. 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, and the State Plan of Operations, and/or failing to adhere to the provisions of this Agreement.
14. 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 disqualification 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.
15. The Program may disqualify a farmer that has been issued a civil money penalty under the Food Supplemental Program (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.
16. Notice of a farmer'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.

17. 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.
18. 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).
19. The provisions of this Agreement are governed by applicable Maryland and federal laws and regulations.
20. 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.
21. 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.
22. 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 the individual's official capacity through decision, approval or disapproval, recommendation, advice, or investigation in any contract or other matter in which the individual or the individual's spouse, parent, minor child, brother, or sister has a financial interest or to which any firm, corporation, association, or other organization in which the individual has a financial interest or in which the individual is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom the individual 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.
23. 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.
24. The Program has sole discretion to designate the date, time, and location of all interactive farmer training.
25. Expiration of this agreement and claims actions under 7 CFR § 246.23 are not appealable.

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 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 fruit and vegetable checks in accordance with Program regulations, policies, and procedures, or otherwise be subject to Program sanctions and nonpayment of improperly redeemed food instruments.
4. Submit fruit and vegetable checks for payment within the allowed time period as set forth in the WIC Farmer Handbook and request payment from the 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 Vendor Identification Number, which is _____;
 - b. The farmer's Federal Tax Identification or Social Security Number, which is _____;
 - c. The farmer's mailing address, which is _____

6. Address all requests for payment to: Gene Nadolny

 WIC FISCAL ADMINISTRATOR
 (TITLE)

 201 W. PRESTON STREET, 1ST FLOOR

 BALTIMORE, MARYLAND 21201

7. Accept WIC fruit and vegetable checks from a participant (here and hereafter 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 fruit and vegetable check and only for the edible fruits and vegetables allowed by the Program.
8. Provide to the participant only the fruits and vegetables authorized by the Program for purchase by WIC Participants.
9. Hold the Program forever harmless for any WIC transaction completed prior to the farmer's 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 WIC fruit and vegetable check or a fruit and vegetable check not paid for or partially paid for by the Program.
12. Not issue cash change for purchases that are in an amount less than the maximum value of 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 value of the 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 of Program rules, regulations, and policies committed by owners, officers, managers, agents, and employees of the farmer.
19. Offer WIC Program participants, parent or caretakers of child participants, or proxies the same courtesies and promotions as other customers.
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 Federal WIC Regulations.
22. Comply with the nondiscrimination provisions of USDA regulations as provided in 7 CFR § 248.7.
23. Not collect sales tax on WIC food purchases.
24. Be monitored for compliance with Program requirements including both overt and covert monitoring.
25. 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 farmer cannot operate due to fire or other natural disaster.
26. Maintain inventory records used for Federal tax reporting purposes and all other WIC records for a period of four (4) years.
27. Participate in annual training sessions offered by the Program on fruit and vegetable check procedures and any other training deemed appropriate by the Program and provide training to any employee who is responsible for fruit and vegetable check procedures.

28. Not charge the Program for foods not received by a WIC Participant.
29. Refrain from use of the WIC logo and acronym, or close facsimiles, in the name of the farmer, signage, advertising, and other promotional materials, and refrain from applying stickers, tags, or labels that have the WIC logo or acronym on WIC-approved food.
30. Pay the Program for any fruit and vegetable checks transacted in violation of this agreement.

C. The Program Agrees To:

1. Advise participants of the location or locations of the farmer or markets where the farmer has been authorized to operate or sell from under this Agreement.
 2. Provide for the payment of the actual purchase price of WIC foods listed on properly redeemed valid Maryland WIC fruit and vegetable checks, provided that purchase price is within the “not to exceed limits” set forth on the check.
 3. Provide the farmer with annual training and materials to support the farmer’s operation as a 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 Program regulations and operating procedures.
 5. Undertake appropriate monitoring, auditing, and review of the farmer as required by federal and state Program laws, 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 Vendor.
 7. Maintain records associated with this Agreement.
 8. Impose sanctions in accordance with the provisions of this Agreement, the WIC Farmer Handbook, the 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 WIC Farmer Handbook, the State Plan of Operations, a Federal or State WIC law or regulation, 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.
 12. Provide the farmer not less than 15 days advance written notice of the expiration of this agreement.
- 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:

JAMES A. BUTLER
Name (Typed)

CHIEF, VENDOR OPERATIONS & PROGRAM SUPPORT
Title (Typed)

DHMH OFFICE OF THE MARYLAND WIC PROGRAM

201 W. PRESTON STREET, 1ST FLOOR, BALTIMORE, MARYLAND 21201

(410) 767-5258
Business Telephone Number

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 Vendor 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 Maryland's Special Supplemental Nutrition Program for Women, Infants and Children (WIC)

and _____

and covers the following farmers (if seeking the authorization of multiple farmers under the same ownership):

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

FARMER'S NAME	MARKET LOCATION	WIC FMNP IDENTIFICATION #
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H. The Parties agree that the documents listed are hereby incorporated into this Agreement and made an integral part thereof:

Title

WIC Farmer's Application for WIC Program Authorization

WIC Farmer Handbook

WIC State Plan of Operations

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

(Signatory for the farmer)

(Signatory for the Department)

By: _____
(farmer's Signature)

By: _____
Secretary of Health and Mental Hygiene
or

Name (Typed or Printed)

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

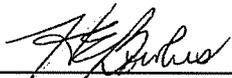
Title (Typed or Printed)

Date

Date of Signing by Secretary or Designee

Approved as to Form and Legal Sufficiency

This second day of February 2010

By:  _____

Helen E. Bowlus
Assistant Attorney General