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<td>2</td>
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<tr>
<td>Application Instructions</td>
<td>3</td>
</tr>
</tbody>
</table>

**ATTACHMENTS:**

- Application for Farmer Authorization
- Maryland Farmer Agreement

**PLEASE READ THE ENTIRE FARMER APPLICATION PACKAGE BEFORE COMPLETING AND SUBMITTING YOUR APPLICATION**

**INCOMPLETE APPLICATIONS MAY BE RETURNED.**
INTRODUCTION

There are two United States Department of Agriculture (USDA) programs available for farmers to participate in:

- The Farmers’ Market Nutrition Program (FMNP) for WIC and Seniors (SFMNP)
- The Special Supplemental Nutrition Program for Women, Infants and Children (WIC) Fruit & Vegetable Benefit (FVB).

The FMNP provides paper checks for WIC and Senior participants to purchase fresh, unprepared, locally grown fruits and vegetables from June through November. This program expands the awareness of the variety of local fruits and vegetables that can be found at farmers markets and has the potential to increase farmer sales.

In addition to the FMNP checks, the WIC Program provides fruit and vegetable benefits electronically to WIC participants to purchase fruits and vegetables at farmers’ markets and grocery stores throughout the year. The system used to process electronic WIC benefits is known as eWIC.

Only Farmers authorized by or applying for authorization by the Maryland State Department of Agriculture (MDA) to accept FMNP checks (WIC FMNP & Senior FMNP) are eligible to submit an application to the WIC Program requesting approval to accept eWIC FVBs. To simplify the process for you, one application has been created that is shared between the two Departments and allows you to apply for FMNP or FMNP and WIC FVBs at the same time. Participation in the WIC Program to accept FVBs is not required.

CRITERIA FOR BECOMING AN AUTHORIZED FARMER

- Farmer must grow fruits, vegetables and/or cut herbs or honey in Maryland or in a contiguous county in Virginia, West Virginia, Delaware or Pennsylvania.
- Farmer must participate at a farmers’ market, as defined by MDA, on a regular basis.
- The farmer must submit to MDA which farmers’ markets and farm stands (if applicable) where they will participate no later than May 15th of each year.
- The farmer must agree to abide by all FMNP rules and regulations.
- The farmer must not sell agricultural produce obtained from wholesale distributors to FMNP/SFMNP participants.
- The farmer must be in compliance with all applicable federal, state, and local governmental laws and regulations and obtain all necessary licenses and permits.

FARMER AUTHORIZATION PROCESS

A. Overview of the Application and Authorization Process

The Farmer application and authorization process for FMNP is as follows:

1. Farmer completes and submits the application and a signed copy of the agreement to the Maryland WIC Program.
2. The WIC Program reviews the documents for completion and forwards to the Maryland Department of Agriculture for FMNP review and approval.
3. The FMNP notifies the Farmer and WIC whether the application to redeem FMNP checks is approved or denied.
If the Farmer is also applying for eWIC, the process is as follows:

1. WIC receives approval from MDA FMNP that the Farmer has been approved.
2. WIC completes its review and notifies the Farmer whether the application to redeem eWIC benefits has been approved or denied.
3. WIC notifies its eWIC processor of the application approval and the eWIC processor contacts the Farmer regarding leasing and deployment of eWIC equipment and training (see below).
4. Farmer signs and returns lease agreement to the eWIC processor.
5. The eWIC equipment is tested at the Farmer location(s) to ensure it is working properly.
6. The equipment is certified and the Farmer is authorized to accept WIC fruit and vegetable benefits.

NOTE:
The Programs, under current regulations, have 60 days from receipt of the application to grant or deny authorization to a farmer applicant who has submitted an application for authorization. A farmer may appeal a WIC or FMNP denial of authorization within the timeframe stated and as directed in the letter of denial. Expiration of a contract or agreement shall not be subject to appeal.

B. State Provided Equipment for eWIC

The Maryland WIC Program provides point-of-sale (POS) equipment to any Farmer authorized to redeem eWIC benefits prior to October 1, 2018 at no cost to the farmer. The minimum/maximum number of terminals provided is based on estimated annual redemptions of eWIC benefits as follows:

<table>
<thead>
<tr>
<th>Estimated Annual Redemptions</th>
<th>Terminal Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $200</td>
<td>1 terminal</td>
</tr>
<tr>
<td>$200 - $400</td>
<td>up to 2 terminals</td>
</tr>
<tr>
<td>$400 - $1,000</td>
<td>up to 3 terminals</td>
</tr>
<tr>
<td>Over $1,000</td>
<td>up to 4 terminals</td>
</tr>
</tbody>
</table>

The Maryland WIC Program may remove excess terminals if actual redemption activity warrants a reduction consistent with the redemption levels outlined above.

C. Leased Equipment for Processing eWIC

Farmers authorized October 1, 2018 or after will be required to lease POS terminal(s) at the current negotiated lease rate, from the Program’s eWIC Processor.

- The Farmer will need to sign a lease agreement with our eWIC processor (Solutran) and set up direct deposit for payment on approved eWIC transactions.
- The terminal is shipped to the Farmer.
- Once the Farmer receives the terminal, Solutran will set up phone training.
- The Farmer will need a non-public WiFi or a “hotspot” for an internet connection. Most smart phones can be used as a hotspot.
- A public internet connection will not work because the wireless terminal does not have a web browser, which is required to accept “terms of use” for this connection.
- There are NO transaction fees.
FARMER APPLICATION INSTRUCTIONS

Carefully read and follow the instructions provided below for completing your application to become an authorized farmer. Failure to provide accurate information or required documents may result in unnecessary delays in processing your application. Incomplete applications may be returned. If it is determined that false information was provided, the application will be denied.

1. Clearly print or type your answers. **Illegible applications will be returned.**

2. **Complete all of the blanks in the applicable sections.**

3. List the names and home addresses of all owners of the farm. If the farm is incorporated, write the name of the corporation and list the names of the President, Vice President, Treasurer, Resident Agent and the address of the corporation. If the owner is an LLC, supply a list including home addresses and phone numbers for all directors and managers.

4. Sign, date and submit the application and agreement with original signatures. A Farmer’s application and agreement must be signed and dated to be considered valid. A copy of the agreement will be mailed to you once the application process is complete.

Applications may be mailed or hand delivered **by appointment only.**

**FAXED APPLICATIONS SHALL NOT BE ACCEPTED**

Mail or deliver the applications to:

Maryland Department of Health
Maryland WIC Program
Farmers Market Administrator
201 W. Preston Street, 1st Floor
Baltimore, MD 21201

**Your application will be approved or denied within 60 days of receipt by this office.** If you have questions or difficulty completing this application, please contact Terri Buckler at 410-767-5722.
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 WIC PROGRAM,  
201 W. PRESTON STREET, 1ST FLOOR  
BALTIMORE, MD 21201.

Please list your current WIC FMNP Stamp Number or indicate “NEW” if this is your first application:

**CIRCLE YES OR NO TO THE FOLLOWING QUESTIONS**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are you applying to be an authorized FMNP/SFMNP farmer?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are you applying to become an eWIC farmer?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you have your own internet access through a mobile phone or hotspot?</td>
<td></td>
<td></td>
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</tbody>
</table>

**WHAT CROPS DO YOU GROW? ATTACH ADDITIONAL SHEETS IF NEEDED.**

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**CONFLICT OF INTEREST – CIRCLE YES OR NO**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>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?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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 MDH?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If yes to any of these three questions, please specify relationship and circumstance in detail. Attach additional sheets if needed.
<table>
<thead>
<tr>
<th>BUSINESS TYPE – CIRCLE ONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sole Proprietorship</td>
</tr>
<tr>
<td>COMPLETE PART A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PART A – SOLE PROPRIETORSHIP OWNERSHIP/FARM IDENTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>OWNER NAME</td>
</tr>
<tr>
<td>FARM NAME</td>
</tr>
<tr>
<td>FARM ADDRESS</td>
</tr>
<tr>
<td>CITY, STATE, ZIP</td>
</tr>
<tr>
<td>MAILING ADDRESS</td>
</tr>
<tr>
<td>CITY, STATE, ZIP</td>
</tr>
<tr>
<td>FARM E-MAIL ADDRESS</td>
</tr>
</tbody>
</table>

| CONTACT PERSON FOR WIC PROGRAM AND TELEPHONE NUMBER (IF OTHER THAN OWNER) |

<table>
<thead>
<tr>
<th>Part B – CORPORATIONS AND PARTNERSHIPS</th>
</tr>
</thead>
<tbody>
<tr>
<td>FARM NAME</td>
</tr>
<tr>
<td>FARM ADDRESS</td>
</tr>
<tr>
<td>CITY, STATE, ZIP</td>
</tr>
<tr>
<td>COUNTY WHERE FARM IS LOCATED</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part B (continued) - OWNERSHIP—LIST ALL CURRENT OWNERS. IF CORPORATION, LIST ALL OFFICERS (USE ADDITIONAL SHEET IF NECESSARY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>OWNER/OFFICER NAME</td>
</tr>
<tr>
<td>MAILING ADDRESS</td>
</tr>
<tr>
<td>CITY, STATE, ZIP</td>
</tr>
<tr>
<td>TELEPHONE</td>
</tr>
<tr>
<td>CELL PHONE</td>
</tr>
<tr>
<td>OWNER EMAIL ADDRESS</td>
</tr>
</tbody>
</table>
The Maryland Department of Agriculture and the Maryland 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 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.

2. 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 its contractor’s agents; and the Food Stamp Program, for the purpose of determining eligibility, program coordination, and conducting authorizations and compliance activities.

3. 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.

4. 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.

<table>
<thead>
<tr>
<th>OWNER/REPRESENTATIVE SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>OWNER/REPRESENTATIVE PRINT NAME</td>
<td>TITLE</td>
</tr>
</tbody>
</table>
**USDA Nondiscrimination Statement**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) found online at: [http://www.ascr.usda.gov/complaint_filing_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture  
   Office of the Assistant Secretary for Civil Rights  
   1400 Independence  
   Avenue, SW Washington,  
   D.C. 20250-9410;

2. fax: (202) 690-7442; or

3. email: program.intake@usda.gov.

This institution is an equal opportunity provider.

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**USDA Nondiscrimination Statement (Spanish Translation)**

De conformidad con la Ley Federal de Derechos Civiles y los reglamentos y políticas de derechos civiles del Departamento de Agricultura de los EE. UU. (USDA, por sus siglas en inglés), se prohíbe que el USDA, sus agencias, oficinas, empleados e instituciones que participan o administran programas del USDA discriminen sobre la base de raza, color, nacionalidad, sexo, discapacidad, edad, o en represalia o venganza por actividades previas de derechos civiles en algún programa o actividad realizados o financiados por el USDA.

Las personas con discapacidades que necesiten medios alternativos para la comunicación de la información del programa (por ejemplo, sistema Braille, letras grandes, cintas de audio, lenguaje de señas americano, etc.), deben ponerse en contacto con la agencia (estatal o local) en la que solicitaron los beneficios. Las personas sordas, con dificultades de audición o discapacidades del habla pueden comunicarse con el USDA por medio del Federal Relay Service [Servicio Federal de Retransmisión] al (800) 877-8339. Además, la información del programa se puede proporcionar en otros idiomas.

Para presentar una denuncia de discriminación, complete el [Formulario de Denuncia de Discriminación del Programa del USDA](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) que está disponible en línea en: [http://www.ascr.usda.gov/complaint_filing_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) y en cualquier oficina del USDA, o bien escriba una carta dirigida al USDA e incluya en la carta toda la información solicitada en el formulario. Para solicitar una copia del formulario de denuncia, llame al (866) 632-9992. Haga llegar su formulario lleno o carta al USDA por:

1. correo: U.S. Department of Agriculture  
   Office of the Assistant Secretary for Civil Rights  
   1400 Independence  
   Avenue, SW Washington,  
   D.C. 20250-9410;

2. fax: (202) 690-7442; o

3. correo electrónico: [program.intake@usda.gov](mailto:program.intake@usda.gov).

Esta institución es un proveedor que ofrece igualdad de oportunidades.
MARYLAND FARMER AGREEMENT

Farmer Name or Corp: ____________________________________________________________

Farm Name: _____________________________________________________________________

Program Assigned Vendor ID Number: ________________________________________________

Farm Address:

______________________________________________________________________________

______________________________________________________________________________

Farm Mailing Address (only if different than above):

______________________________________________________________________________

______________________________________________________________________________

This Agreement, dated __________________, is made by and between ________________________________, hereinafter called “Farmer,” and the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), a unit of the Maryland Department of Health, Prevention and Health Promotion Administration (PHPA) and the Farmers Market Nutrition Program (FMNP), a unit of the Maryland Department of Agriculture (MDA), hereinafter called “Programs” and shall commence on _______________ and shall terminate on _______________

(to be filled in by the Program) (to be filled in by the Program)

Purpose:

The FMNP provides paper checks for WIC and Senior participants to purchase fresh, unprepared, locally grown fruits and vegetables from June through November. This program also expands the awareness of the variety of local fruits and vegetables that can be found at farmers markets and has the potential to increase farmer sales.

The WIC Program provides fruit and vegetable benefits (FVBs) electronically to WIC participants to purchase fruits and vegetables at farmers’ markets and grocery stores throughout the year. WIC fruit and vegetable benefits are accessed through the use of an eWIC card.

This Agreement memorializes the requirements for the Farmer’s successful participation in one or both Programs. It articulates the responsibilities of each party including Farmer monitoring, Farmer sanctions, and conditions under which the Agreement may or shall be
terminated. The Farmer, in accepting the terms of this Agreement, agrees to support the objectives of Programs and to participate in the delivery of approved foods at the lowest possible competitive price for the benefit of all individuals authorized to participate in the Programs. Therefore, once approved, the Farmer is required to maintain its qualifications and meet all federal and state Program 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:

**Provisions**

**A. Duration of Agreement:**

This Agreement, which concerns the farmer’s authorization to operate as an FMNP and WIC Farmer (if applicable), shall continue in effect until the above-stated termination date or unless it is terminated as provided in this Agreement.

**B. Subsequent Agreement Changes:**

The Programs reserve 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. 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 United States Department of Agriculture (USDA). In all other instances, the Agreement may only be modified as the Program and the Farmer mutually agree in writing.

**C. Governing Law:**

The provisions of this Agreement are governed by Maryland law. All disputes arising out of this Agreement will be handled in Maryland courts.

**D. Not a License/Property Interest:**

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 being an authorized farmer, the Programs 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 Programs’ farmer selection criteria and any farmer limiting criteria in effect at the time of the reapplication.

**E. Non-Transferability:**

This Agreement is not transferable. Any change in ownership or rights of ownership, or cessation of operation terminates this Agreement and the farmer’s authorization to accept FMNP and WIC FVBs. Termination of this Agreement due to change in ownership of a farm may not be appealed.
F. **Renewability:**

This contract is in effect for the period indicated on page 1. Neither the Programs nor the Farmer is under any obligation to renew this contract. Expiration of this contract shall not be subject to appeal or administrative review.

G. **Limitation Policy:**

Payment obligation by the Programs 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 Programs. The Programs 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.

H. **eWIC Telecommunication Failures:**

The WIC Program is not responsible for the failure of telecommunications between Farmer and the Program’s eWIC Processor.

I. **Responsibilities of the Farmer:**

The Farmer agrees that the documents listed are hereby incorporated into this Agreement and made an integral part thereof:

1. Farmer Application Packet
2. Maryland Farmer Handbook
3. The Programs’ State Plans of Operations
4. Code of Maryland Regulations (COMAR) Title 10 Department of Health, Subtitle 54 Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)
5. Farmer Sanction Policy
6. Vendor Sanction Policy - COMAR 10.54.03.16
7. 7 Code of Federal Regulations (CFR) Section 246 Special Supplemental Nutrition Program for Women, Infants, and Children
8. 7 Code of Federal Regulations (CFR) Section 248 Coupon and Market Management

The 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 Farmer Sanction Policy in effect at the time the Farmer violates a provision of the Agreement.
The Farmer agrees to:

1. Adhere to all applicable existing law and regulations of the Programs and any subsequently enacted as a result of State or Federal Legislation. Adhere to all policies and operating procedures of the Program, including those found in the Farmer Application Packet, the Farmer Handbook, the State Plan of Operations, COMAR, WIC EBT Operating Rules and any updates to these policies and procedures.

2. Obtain, at its expense, all licenses, permits, insurance, and government approvals, if any, necessary for the Farmer’s performance under the Agreement.

3. Comply with all applicable Required Vendor Practices in accordance with COMAR10.54.03.15

4. Comply with the nondiscrimination provisions of 7 CFR Parts 15, 15a, and 15b and:
   a. Not discriminate in any manner against an employee or applicant for employment because of race, color, sex, creed, national origin, age, marital status, religion, ancestry, or disability of a qualified individual with a disability;
   b. Include a provision similar to that contained in subsection (a) above in any subcontract except a subcontract for standard commercial supplies or raw materials; and
   c. Post and cause subcontractors to post in conspicuous places, available to employees and applicants for employment, notices setting forth the substance of this non-discrimination provision.

5. Refrain from use of the WIC logo and acronym, or close facsimiles, in the name of the Farmer, farm stand signage, advertising and other promotional materials. Farmer developed shelf talkers/tags must be submitted to the State WIC office for approval before use. WIC shelf talkers/tags must be accurately placed and must 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 foods. Violation of this prohibition is subject to the sanction contained in COMAR 10.54.03.16 which is incorporated by reference.

6. Maintain an active e-mail account that is frequently monitored and capable of receiving contract and Program information.

7. Participate in Annual Farmer Training sessions offered by the Programs and any other farmer training required or deemed appropriate by the Programs.

8. Designate at least one person, at each authorized farmer location, to serve as the designated trainer. The designated trainer shall train all staff, including cashiers and
other staff involved with FMNP and eWIC transactions, on Program requirements. The Farmer or its designated trainer will promptly inform employees of changes in the Program.

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

10. Provide to the participant, only WIC or FMNP approved foods during an eWIC or FMNP transaction and ensure that all foods sold are not spoiled, expired or outdated.

11. Provide WIC and FMNP approved foods at the current prices or at less than the current prices charged to other customers.

12. Allow the participant to pay the difference when a transaction exceeds the value of the FMNP food instrument or FVB.

13. Not issue cash change for purchases that are in an amount less than the value of the FMNP food instrument and FVB.

14. Be solely responsible for Farmer’s incorrect redemption of food benefits. Incorrect redemption of food benefits refers to the provision of products not approved by the FMNP and WIC Program or not contained in the participant’s FVB.

15. Not accept a Maryland an eWIC card or FNMP food instrument for any purpose other than the redemption of approved foods, including without limitation as security for repayment of any participant obligation to the Farmer. In the event of any violation of this provision, the Farmer will be obligated to reimburse the Programs for any foods unlawfully received by either participant or the Farmer.

16. Not establish a minimum dollar amount(s) per eWIC or FMNP transaction, limit the number of eWIC and FMNP transactions or charge any fee in connection with the redemption of FMNP food instruments and FVBs.

17. Not collect sales tax on FMNP and eWIC food transactions.

18. Not seek restitution from any participant in connection with the negotiation of FMNP food instruments and eWIC FVBs not paid for by the Programs.

19. Not charge the Programs for foods not received by a Program participant. Overcharges as a result of an audit, shall be paid back to the Program as set forth in COMAR 10.54.03.12.
20. Accept responsibility for food inventory of the Farmer at the termination of the Agreement or upon the termination of the Farmer from the Programs.

21. Offer Program participants the same courtesies offered other customers, including giving rewards to participants for transactions made with an eWIC card or FMNP food instruments if rewards are given for cash purchases, allowing the use of bonus or savings cards which provide price savings, and offering participants promotions such as “buy one, get one free.” However, the Farmer may not offer incentive items solely to WIC and FMNP participants.

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

23. Surrender any eWIC cards or FMNP food instruments being stored or held on the Farmer’s premises to Program representatives upon request.

24. Treat all Program representatives with respect and courtesy. The Farmer shall not verbally abuse, threaten, retain or hold, against their will, any Program representative. Abuse of any kind will result in the termination of this agreement.

25. The farmer must maintain accounting records used for Federal tax reporting purposes and other records the State agency may require for the period of 3 years. Upon request, the farmer must make available to representatives of the Programs, at any reasonable time and place for inspection and audit, all food instruments and FMNP checks in the farmer’s possession and all program-related records.

26. Sell only at the locations listed in this agreement. If farmer elects to participate at additional locations, the Programs must be notified.

For state provided eWIC equipment the Farmer also agrees to:

27. Sign an agreement with the State’s eWIC processor for use of the equipment.

28. Maintain an internet connection to accept and process eWIC transactions.

29. Use the equipment according to the Program’s eWIC Processor’s instructions and other guidelines furnished by the eWIC Processor and the Programs.

30. Provide the eWIC Processor with the name of the bank and the account number in which the Processor will deposit funds for completed and approved eWIC transactions.

31. Redeem FVBs for participants for the amount authorized, using a POS terminal with a Personal Identification Number (PIN) pad and integrated printer, only upon presentation of a valid Maryland eWIC card and participant entry of a valid PIN. The Maryland eWIC card number may be manually entered only if the card reader fails.
32. Provide each participant with a receipt for each eWIC transaction undertaken by the participant with the Farmer.

J. **State Provided eWIC Equipment:**

The Point of Sale (POS) terminals shall be deployed, based on annual redemptions, as follows:

- Less than $200 – 1 machine
- $200 - $400 – 2 machines
- $400 - $1,000 – 3 machines
- Over $1,000 – 4 machines

The State agency may remove excess terminals if actual redemption activity warrants a reduction consistent with the redemption levels outlined above.

K. **Compliance with Farmer Selection Criteria:**

The Programs may reassess the Farmer at any time during the Agreement period using the current farmer selection criteria. The Programs will terminate the Agreement if the Farmer fails to meet the current farmer selection criteria.

The Programs will immediately terminate this Agreement if it determines at any time during the Agreement that the Farmer provided false information in connection with its application for authorization.

L. **Expiration, Termination and Disqualification:**

Either the Programs or the Farmer may terminate this Agreement for cause after providing written notice to the other party at least 15 days in advance of the termination date unless a different notice period for termination by the Programs is specified in this Agreement. The Program may terminate the Farmer’s authorization to operate as a WIC farmer or disqualify the Farmer from authorization for reasons of Program abuse by failing to adhere to applicable State and Federal statutes and regulations, failing to adhere to WIC and FMNP policies and operating procedures, including those found in the Farmer Application Packet, the Farmer Handbook, the State Plan of Operations, COMAR, WIC EBT Operating Rules, and/or failing to adhere to the provisions of this Agreement. The Program may also impose a civil monetary penalty in accordance with the formula outlined in 7 CFR § 246.12 and COMAR 10.54.03.19, in lieu of disqualification.

The Farmer shall give 30 days' notice to the Program of a farm closure, relocation, or change in ownership. The Farmer must notify the Program immediately when a farmer cannot operate due to fire or other natural disaster. Should the Farmer temporarily close the Farmer’s business for any reason and the business is able to reopen within thirty (30) days, the Farmer shall retain the Farmer’s WIC and FMNP 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 operate as a WIC farmer. The Farmer shall notify the Program of any temporary closures at least 5 days in advance of the closure.
If this contract is terminated due to voluntary withdrawal or farm closure, such termination is not subject to appeal. In accordance with Federal Regulations, this contract shall not be eligible for termination due to voluntary withdrawal if it is determined by the Program that such termination is for the purpose of circumventing a sanction.

A disqualification from the Supplemental Nutrition Assistance Program (SNAP) or disqualification from any other FNS Program will result in an automatic termination from the Programs for the same, but not necessarily concurrent, amount of time. Farmer disqualifications resulting from SNAP or any other FNS Programs are not subject to administrative or judicial review.

The Program may disqualify a Farmer who has been issued a civil money penalty under the SNAP Program pursuant to 7 CFR § 246.12 of the WIC Program Regulations.

Notice of the Farmer’s termination of or disqualification from authorization from the WIC or FMNP Programs will be forwarded to USDA and SNAP and may be grounds for disqualification of the Farmer from other FNS Programs, including the SNAP. Such disqualification may not be subject to administrative or judicial review under the SNAP.

M. Administrative Review Procedures:

Except as provided elsewhere in this Agreement, the Farmer has the right to appeal a Program decision pertaining to a denial of application for authorization or a termination of or disqualification from authorization within 10 days of the date of the Farmer’s receipt of the notice of denial or notice of termination.

N. Penalty:

In accordance with 7 CFR § 246.12(h) (3) (xx) and 7 CFR § 246.23(d), a farmer that commits fraud or abuse of the Program is liable for prosecution under applicable Federal, State and Local laws. Farmers who have willfully misapplied, stolen, or fraudulently obtained WIC funds shall be subject to a fine of not more than $25,000.00, imprisonment for not more than five years or both. If the value of the funds is less than $100.00, then the penalties are a fine of not more than $1,000.00, imprisonment for not more than one year or both.

O. Conflict of Interest:

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.
P. **Responsibilities of the Department:**

The Programs Agree to:

1. Advise participants of the locations of the farmers markets that the Farmer has been authorized to operate under this Agreement.

2. Notify the Farmer of any changes in Program regulations and operating procedures.

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

4. Provide prompt and courteous assistance to the Farmer when problems or questions arise concerning the Farmer’s operation as an authorized Farmer.

5. Maintain records associated with this Agreement.

6. Impose sanctions in accordance with the provisions of this Agreement, the Farmer Handbook, State Plan of Operations, and federal and state regulations and laws.

7. Disqualify the Farmer for reasons of Program abuse or violations of this Agreement, the Farmer Handbook, the State Plan of Operations, or federal or state WIC regulations and laws, or disqualification from the SNAP Program or from any other FNS Program.

8. After providing an opportunity to correct or justify such payments, deny payment to the Farmer for improperly processed eWIC and FMNP transactions and demand refunds for payments already made on improperly processed eWIC or FMNP transactions.

Q. **Farmer Monitoring:**

The Programs, including its representatives, may conduct monitoring of the Farmer to determine the Farmer’s compliance with applicable federal and state policies and regulations, the Farmer Handbook, and the State Plan of Operations. The monitoring may include, but are not limited to, random monitoring, educational buys and covert compliance buys without the knowledge of the farmer. The Programs have 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.

R. **Farmer Training:**

The Programs have sole discretion to designate the date, time, and location of all interactive Farmer training, and the Farmer will be provided with at least one alternative date on which to attend such training. A farmer with a high rate of eWIC transaction errors, rejected FMNP food instruments, complaints or other minor violations shall attend an additional training as required by the Programs. A farmer shall inform and train all farm staff on Program processes and requirements.
S. **Farmer Payments and Claims:**

The Programs, subject to the terms of this contract, shall provide for the payment for WIC or FMNP food benefits validly transacted and redeemed. Payment may be denied for food benefits not properly completed, transacted or redeemed. Should improper use or redemption of WIC or FMNP food benefits be determined following payment, claims may be made against the Farmer for amount(s) equal to the total price for which the farmer received payment on the food benefit. In addition to denying a payment or assessing a claim, the Programs may sanction the Farmer for farmer overcharges or other violations or errors in accordance with the Farmer Sanction Policy. The Farmer must maintain prices for WIC and FMNP approved foods which are competitive with other similar farmers.

The Programs, as well as officers, agents, and employees of the Programs, are not responsible for losses incurred by the Farmer as a result of investigation into an alleged violation, termination of or disqualification from authorization, and/or denial of application for authorization. The Farmer shall not be reimbursed for any anticipatory profits that have not been earned up to the date of a termination. Pursuant to CFR § 246.12(m) farmer banking fees shall not be charged to the Program.

**For state provided eWIC equipment, the following also applies:**

The State agency shall not pay for ongoing maintenance, processing fees or operational costs for multi-function farmer systems or single function equipment used to support eWIC. However, the State agency shall pay ongoing maintenance and operational costs if the farmer was provided single-function equipment by the State agency prior to statewide eWIC implementation (November 2018).

The Farmer shall not charge to the State agency any third-party commercial processing costs and fees incurred by the farmer from EBT multi-function equipment. Commercial transaction processing costs and fees imposed by a third-party processor that the farmer elects to use to connect to the EBT system of the State shall be borne by the farmer. The State agency shall not pay or reimburse the farmer for interchange fees related to eWIC transactions.

T. **Assurance of Civil Rights Compliance:**

The Farmer hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 610 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the Farmer and the Department of Agriculture agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the
nondiscrimination laws, and to permit Department personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property the detail of Federal personnel, reimbursable expenditures, grant or donation of Federal property and interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Farmer by the Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the Farmer and Department of Agriculture, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Farmer and Department of Agriculture.

U. Agreement Monitor(s):

The Program’s Agreement Monitor is the primary point of contact 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 WIC Program is:

Maura Shea, Chief,
Vendor Operations & Program Compliance
Maryland WIC Program
201 W. Preston Street, Room 103
Baltimore, Maryland 21201
Phone: 410 767-5258
Email: maura.shea@maryland.gov

The Agreement Monitor for the FMNP is:

Mark Powell, Chief
Marketing and Agribusiness Development
Maryland Department of Agriculture
50 Harry S. Truman Parkway
Annapolis, MD 21401
(410) 841-5775
Email: mark.powell@maryland.gov
V. Primary Point of Contact:

The Farmer’s primary point of contact is responsible for matters relating to the Farmer’s performance under this Agreement.

The Farmer’s primary point of contact is:

_________________________________________________________________________
Name (Print or Type)
_________________________________________________________________________
Title (Print or Type)
_________________________________________________________________________
Business Mailing Address (Print or Type)
_________________________________________________________________________
Business Telephone Number (Print or Type)

W. Assurances:

The Farmer represents and warrants that the farmer being authorized is:

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

2. 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.

For eWIC authorization:

3. eWIC capable and therefore, has a certified eWIC system that is able to accept and process Maryland eWIC transactions; and

X. Special Certification:

The Farmer, through signature of the owner or an authorized representative understands and accepts all terms of this contract. The individuals signing this contract certify that they are authorized to sign the Agreement on behalf of the Farmer and the Program, respectively, and that all information provided on the Farmer Application is true, accurate and complete.
Y. **Farmers Market Participation:**

This agreement covers the following market locations and farmstand (if applicable):

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

(Signatory for the Vendor)

By: 
(Owner or Authorized Representative Signature)

(Name (Typed or Printed))

(Title (Typed or Printed))

Approved as to Form and Legal Sufficiency

This 12 Day of June 2018

By:  
Mary Bearden
Assistant Attorney General
Maryland Department of Health

(Signatory for the Departments)

By: 
Secretary, Maryland Department of Health

Or

By: 
(Designee of the Secretary, Maryland Department of Health

Date of Signing by Secretary or Designee

AND

By: 
Joseph Bartenfelder
Secretary of Agriculture

Or

By:  
Designee of the Secretary of Agriculture

Date of Signing by Secretary or Designee

By:  
Craig Nielsen
Assistant Attorney General
Maryland Department of Agriculture