



WV WIC FARMER AUTHORIZATION APPLICATION

Each farmer applying for WIC authorization must fill out an Authorization Application. All information **MUST** be complete in order to properly assess the eligibility of each farmer. Incomplete applications will not be considered for authorization. All farmers applying for authorization must understand the rules and regulations of the WIC Program since compliance with these procedures is the responsibility of each authorized farmer. The State WIC Office will immediately terminate the agreement if it is determined that false information has been provided in connection with an application for authorization.

Completion of the application does not constitute approval to accept WV WIC Farmer's Market Nutrition Program or Cash Value benefits.

**If you have questions, please contact the Vendor Management Unit:
Phone: 304-558-1115
Email: dhhwicvu@wic.gov**

**Please send completed application to:
WV WIC Program
Vendor Management Unit
350 Capitol St Rm 515
Charleston, WV 25301**

*****To receive WIC authorization, the applicant must have cellular service or WiFi at their market and be willing to use a personal cell phone/mobile device in order to process electronic transactions.**

West Virginia Farmer Application 2023

Applying as:

- Farmer
- Farmers Market
- Farm Stand
- Local Farmer Cooperative

Contact Name: _____

Mailing Address: _____

City/State/Zip: _____

Telephone: _____

Email Address: _____

County of Market: _____

Market Master (if applicable): _____

What year did you last receive FMNP training? _____

If training was conducted in 2023, please complete the following:

Training conducted by: _____ Date: _____

Do you, the farmer, grow at least 25% of the fresh produce offered for sale?

- Yes No

What is the EXACT location where you will be operating to accept FMNP and CVB benefits?

Example: 123 Main St., Charleston, WV 25301

Do you have cellular service and/or WiFi at your market location? Yes No

FARMER AGREEMENT

This agreement, hereinafter "Agreement" or "Farmer Agreement" is entered into between the West Virginia WIC Program and, by and through its owner/officer, hereinafter "Farmer". The purpose of this Agreement is to provide authorized foods to eligible persons through the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), the WIC Farmers' Market Nutrition Program (FMNP) and other nutrition programs as requested.

The period of this Agreement is from the last date signed below until April 1, 2026.

A. Farmer Responsibilities:

1. Display a sign stating that the Farmer is authorized to redeem WIC cash value fruit and vegetable benefits and WIFMNP benefits.
2. Accept checks and electronic food benefits of the respective programs for which the farmer is authorized. Benefits will only be accepted from eligible participants, parents/caretakers of infant and child participants, or proxies.
3. Provide eligible fruits and vegetables at the same quality and current price or less than current price charged to other customers.
4. Assure that benefit check and electronic benefit transactions are only for eligible foods.
5. Keep all information of authorized WIC/FMNP shoppers confidential.
6. Accept training on check and electronic benefits procedures and provide training to all employees on such procedures.
7. Provide such information as the participating Nutrition Services Programs may require for periodic reports to USDA Food and Nutrition Service.
8. Agree to be monitored for compliance with the West Virginia WIC program requirements, including both overt and covert monitoring.
9. Be accountable for actions of Farmer's employees in the provision of authorized foods and related activities.
10. Reimburse the West Virginia WIC Program for any checks/electronic benefits transacted in violation of this Agreement.
11. Offer eligible participants, parents, caretakers of child participants, and proxies the same courtesies as other customers. Ensure participants are not required to use special checkout areas that are not used by other customers.
12. Comply with the non-discrimination provisions of USDA regulations as provided in 7 CFR §248.7, §248.10(a)(6), §247.7, §249.10(a)(9).
13. Notify the West Virginia WIC Program if any Farmers' Market or Farm Stand ceases operation prior to the end of the authorization period and of any address changes or corrections.
14. Agree to actually grow at least one type of fruit or vegetable offered for sale. The Farmer cannot participate if all fruits and vegetables that are sold were purchased from a third party.
15. Agree that all fruits and vegetables sold shall be grown in West Virginia or within 50 miles of the West Virginia border.
16. Agree to not collect sales tax on eligible purchases.
17. Ensure that participants, parents, or caretakers or infant and child participants or proxies are not required to purchase the full amount on a check or an electronic benefit.

18. Agree to not seek restitution from eligible participants, parents, caretakers of child participants, or proxies for checks/electronic benefits not paid or partially paid by the West Virginia WIC Program.
19. Agree to not issue cash change, rain check, or IOU for purchases that are in an amount less than the value of the electronic benefit and/or check. However, the eligible participants, parent, caretaker of child participant, or proxy may pay cash or other form of payment for any amount that goes over the allotted amount of the electronic benefit or amount printed on the check.
20. Agree to not offer or accept trafficking of check/electronic benefits.
21. Report participant fraud or violations to the West Virginia WIC Program.
22. Ensure the participant, parent or caretaker of an infant or child participant, or proxy signs the check in the presence of the cashier. There is no signature necessary for an electronic benefit.
23. Comply with the program operating rules, standards and technical requirements established by the West Virginia WIC Program.

B. West Virginia WIC Program Responsibilities:

1. Distribute checks/electronic benefits to each eligible participant, redeemable in appropriate increments during contracted years.
2. Monitor authorized Farmers' Markets for compliance with applicable laws, regulations, policies and procedures.
3. Provide training for Farmers' Market personnel on regulations, policies and procedures of nutrition programs.
4. Notify Farmer of any changes to Federal or state statutes, regulations, policies or procedures governing these programs before the changes are implemented.

C. General Terms

1. Neither the West Virginia WIC Program nor the Farmer has an obligation to renew the Agreement. Either the West Virginia WIC Program or the Farmer may terminate the Agreement for cause after providing a fifteen (15) day advance written notice to the non-terminating party.
2. The West Virginia WIC Program may deny payment to the Farmer for improperly redeemed checks and may require refunds for payments already made on improperly redeemed checks or electronic transactions.
3. The West Virginia WIC Program may disqualify a Farmer for program abuse. A Farmer that commits fraud or engages in other illegal activity is liable to prosecution under applicable Federal, State and/or local laws.
4. The Farmer has the right to appeal a denial of an application to participate, a disqualification, or a program sanction by the West Virginia WIC Program.
5. The West Virginia WIC Program ensures that a farmer that is disqualified from the FMNP at one market or roadside stand shall not participate in the FMNP at any other farmers' market or roadside stand in the State agency's jurisdiction during the disqualification period.
6. Expiration of an agreement with a Farmer and claims actions under §248.20 and §249.20 cannot be appealed. Under Title 7 CFR §246.23, disputes regarding WIC cash-value voucher benefits and farmer claims (other than the opportunity to justify or correct a farmer overcharge or other error, as permitted by §246.12(k)(3)), are not appealable.

7. Farmer assures that no conflict of interest with the West Virginia WIC Program exists as a result of the execution of this Agreement. The West Virginia WIC Program shall immediately terminate without notice the Agreement if a conflict of interest, as defined by applicable
8. State laws, regulations, and policies, between the Farmer and the West Virginia WIC Program or its local agencies are identified.
9. Both parties hereby stipulate and agree that either party may discuss non-confidential aspects of the party's experience with the other party, however neither party shall in any shape, form or fashion whatsoever, make any disparaging remarks of any sort or otherwise communicate any disparaging information about the other party or its employees, officers nor agents in their professional capacities herein to any third party, including but not limited to statements on social or any other media. Further, both parties agree to take no action of any nature which is intended, or would reasonably be expected, to harm the other party or its reputation or which would reflect negatively or reasonably lead to unfavorable publicity to the other.
10. The West Virginia WIC Program shall not pay or reimburse the Farmer for banking fees related to Nutrition Services check transactions or electronic transactions.
11. This Agreement does not constitute authorization to accept eWIC for other types of foods other than eligible fruits and vegetables.
12. Farmers who do not comply with program requirements are subject to sanctions including verbal or written citation with corrective actions including but not limited to suspension and disqualification from the program.
13. Farmer acknowledges that, in addition to any sanction and/or consequence under this Agreement, a Farmer who commits fraud or abuse in the West Virginia WIC Program is liable to prosecution under applicable Federal or State laws. Those who have willfully misapplied, stolen or fraudulently obtained program funds will be subject to a fine of not more than \$25,000 or imprisonment for not more than five years or both, if the value of the funds is \$100 or more. If the value of the funds is less than \$100, the penalties are fines of not more than \$1,000 or imprisonment for not more than one year or both.

Farmer must reapply at the expiration of this Agreement. The West Virginia WIC Program will provide the Farmer not less than 15 days' advance written notice of the expiration of this Agreement. Neither party to this Agreement is obligated to renew the Agreement; thus, non-renewal of this Agreement by either party may be without cause. In the event of non-renewal due to expiration of the Farmer Agreement, the Farmer shall not be entitled to a hearing or an appeal to contest the non-renewal.

Notice shall be mailed to:

West Virginia WIC Program

350 Capitol St Rm 515
Charleston, WV 25301

FARMER'S Name and Address

Heidi Staats
Director, West Virginia WIC Program

Farmer/Owner/Officer Signature

Date

Date