

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 WVFMNP 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 246.8 and 7 CFR 248.7.
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 7 CFR 246.18(a)(1)(iii)(I) and 7 CFR 246.18(a)(1)(iii)(J) are not subject to appeal (other than the opportunity to justify or correct a farmer overcharge or other error as permitted by 7 CFR §246.12(k)(3)).
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

State laws, regulations, and policies, between the Farmer and the West Virginia WIC Program or its local agencies are identified.

8. 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.
9. The West Virginia WIC Program shall not pay or reimburse the Farmer for banking fees related to Nutrition Services check transactions or electronic transactions.
10. This Agreement does not constitute authorization to accept eWIC for other types of foods other than eligible fruits and vegetables.
11. Farmers who do not comply with program requirements are subject to claims and/or sanctions, which includes disqualification from the program.
12. 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.

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. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and West Virginia Department of Health directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex (including gender identity and sexual orientation), or disability, or reprisal or retaliation for prior civil rights activity be excluded from participation in, be denied the benefits of, or otherwise, be subjected to discrimination under any program or activity for which the farmer receives Federal financial assistance from West Virginia Department of Health; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the farmer agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit West Virginia Department of Health personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the West Virginia Department of Health 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, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that 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 applicant by West Virginia Department of Health. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for

the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

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

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