

Janet T. Mills  
Governor

Jeanne M. Lambrew, Ph.D.  
Acting Commissioner



Maine Department of Health and Human Services  
Maine Center for Disease Control and Prevention  
11 State House Station  
286 Water Street  
Augusta, Maine 04333-0011  
Tel; (207) 287-8016; Fax (207) 287-9058  
TTY: Dial 711 (Maine Relay)

## Maine CDC WIC Nutrition Program-FMNP Vendor Agreement

This Agreement is made between (business name): \_\_\_\_\_

in the city of \_\_\_\_\_, owned by: \_\_\_\_\_

(hereinafter Farmer) and the Maine Center for Disease Control and Prevention WIC Nutrition Program (hereinafter Maine CDC WIC Nutrition Program). The Farmer and the Maine CDC WIC Nutrition Program mutually agree to the terms and conditions contained in this Agreement.

Assigned Vendor Number: [\_\_\_\_\_]

The period of this Agreement is from **April 1, 2019 to March 31, 2022.**

1. The Farmer agrees to the following general requirements during the term of the Agreement:

- 1.1 Maintain compliance with the farmer selection criteria as outlined in Policy No. FMNP-01, Farmer Selection and Authorization, throughout the Farmer Agreement period, including any changes to the criteria.
- 1.2 Maintain records in accordance with generally accepted accounting procedures; and assure that records reflecting justification and receipt of WIC/FMNP funds, FMNP Coupons/cash-value vouchers (hereinafter FMNP Coupons/CVV), and all other program-related records of the Farmer are available for inspection or audit by federal, state or other authorized personnel.
- 1.3 Cooperate with federal and state WIC/FMNP program and other authorized personnel during announced and unannounced on-site farmer reviews, inspections and audits.
- 1.4 Provide the Maine CDC WIC Nutrition Program with purchase invoices from other farmers, when requested.
- 1.5 Attend all mandatory trainings
- 1.6 Be responsible for training all staff who handle WIC/FMNP transactions and ensuring their knowledge regarding WIC/FMNP program procedures and requirements.
- 1.7 Submit FMNP Coupons/CVV for redemption in accordance with the procedures and other requirements of Policy No. FMNP-07, Farmer Operations.
- 1.8 Satisfy all claims for overcharges within the time requested.
- 1.9 Provide plans to the Maine CDC WIC Nutrition Program for correcting deficiencies detected in monitoring visits.
- 1.10 Comply with the civil rights requirements of 7 CFR §248.7 and §248.10(a)(6).

2. The Farmer agrees to the following operational requirements during the term of the Agreement:

- 2.1 Display a sign stating that the farmer is authorized to redeem WIC benefits.
- 2.2 Meet minimum redemption requirements (no less than an average of 10 FMNP Coupons/CVV or an average of \$50.00 in value of FMNP Coupons/CVV per season)
- 2.3 Keep all information of authorized WIC/FMNP shoppers confidential.
- 2.4 Provide WIC/FMNP products at prices that are competitive.

- 2.5 Ensure that prices charged to WIC/FMNP participants for approved foods are equal to or less than prices charged to non-WIC/FMNP customers.
  - 2.6 Never charge the Maine CDC WIC Nutrition Program for WIC/FMNP products not actually purchased and received by the WIC/FMNP shopper.
  - 2.7 Never charge the Maine CDC WIC Nutrition Program for WIC/FMNP products provided in excess of those listed on the WIC FMNP Coupons/CVV's.
  - 2.8 Never publicly identify, call unnecessary attention to, or allow discourteous treatment of a WIC/FMNP shopper.
  - 2.9 Appropriately redeem valid FMNP Coupons/CVV's issued by a Local Agency for fresh fruits & vegetables.
  - 2.10 Never request or accept cash payment for the quantities of foods specified on FMNP Coupons/CVV's and never provide cash back if the value of the food purchased is less than the value of the FMNP Coupon/CVV.
  - 2.11 Never attempt to seek restitution from participants/authorized representatives for redeemed FMNP Coupons/CVV's that were rejected by the Maine CDC WIC Nutrition Program's bank and/or for cash refunds requested by the Program.
  - 2.12 If desired, allow WIC/FMNP shoppers to purchase less than value on FMNP Coupons/CVV's. If the total price is more than the FMNP Coupons/CVV's allow the WIC/FMNP shoppers to pay the difference.
  - 2.13 Allow WIC/FMNP shoppers to take advantage of farmer promotions that provide foods free of charge when purchasing WIC/FMNP foods.
  - 2.14 Only accept FMNP Coupons/CVV's at the time of the actual purchase and never issue "rain checks" or credit slips to WIC/FMNP shoppers for WIC/FMNP-approved foods.
  - 2.15 Allow exchange of an identical item only when the original item is defective, spoiled, or has exceeded its expiration date.
  - 2.16 Accept valid WIC FMNP Coupons/CVV's from all WIC/FMNP shoppers without exception.
  - 2.17 Never demand identification other than the WIC ID Folder from a WIC/FMNP shopper.
  - 2.18 Never transact FMNP Coupons/CVV's outside of the farmers' market or roadside stand. Farmers offering delivery services may deliver WIC/FMNP foods after the transaction has been completed at the farmers' market or roadside stand.
  - 2.19 Never collect sales tax on WIC/FMNP food purchases.
  - 2.20 Direct questions concerning payment only to the Maine CDC WIC Nutrition Program. Do not contact WIC/FMNP shoppers concerning this or any other problem area.
  - 2.21 Report any irregularities in the use of FMNP Coupons/CVV's by WIC/FMNP shoppers to the Maine CDC WIC Nutrition Program.
  - 2.22 Report to the Maine CDC WIC Nutrition Program if a WIC/FMNP shopper requests cash or credit in exchange for returned WIC/FMNP products.
3. For transactions with FMNP Coupons/CVV's, the Farmer shall:
- 3.1 Request that the WIC/FMNP shopper present an approved/validated WIC ID Folder
  - 3.2 Request that the WIC/FMNP shopper write the actual cost of the WIC foods purchased in the space provided on the face of the CVV prior to signing the CVV. FMNP Coupons have a price pre-printed on the coupon.
  - 3.3 Request that the WIC/FMNP shopper affix his/her signature in the lower right hand corner of the FMNP Coupon/CVV after he/she has written in the price.
  - 3.4 Compare the signature on the FMNP Coupon/CVV with the signature(s) on the ID Folder; if the signature on the FMNP Coupon/CVV does not match either of the signatures on the ID Folder, do not accept the FMNP Coupon/CVV.

- 3.5 In cases where a WIC/FMNP shopper signs with an “X”, witness the transaction by signing beneath the “X” mark.
- 3.6 Always offer a receipt.
4. To ensure FMNP/CVV validity the Farmer shall:
  - 4.1 Inspect the FMNP Coupon/CVV for the presence of any visible alterations.
  - 4.2 Observe the WIC/FMNP shopper as she/he signs the FMNP Coupon/CVV, and be sure the signature on the FMNP Coupon/CVV matches one of the signatures on the WIC ID Folder.
  - 4.3 Never accept a pre-signed FMNP Coupon/CVV.
  - 4.4 Never accept a CVV without the sale price entered in the amount field of the CVV.
  - 4.5 Never accept a FMNP Coupon/CVV outside of the “to use” dates (before the “first day to use” or after the “last day to use” date).
  - 4.6 Prior to deposit, stamp the FMNP Coupons/CVVs with the Farmer Identification Number.
5. This Agreement does not constitute a license or property interest.
6. This Agreement is non-transferable. Any transfer of ownership or sale of the business by the Farmer shall render the Agreement and the vendor stamp null and void. The Agreement also shall be null and void if the Farmer ceases operations or leases the business. In the event of cessation of operations the Farmer must notify the Maine CDC WIC Nutrition Program.
7. This Agreement is in effect for the time period stated only. An application must be submitted for consideration upon expiration of the current Agreement period. The Farmer’s renewal application will be subject to the Maine CDC WIC Nutrition Program’s farmer selection criteria in effect at the time of the reapplication.
8. The Agreement is subject to change in accordance with any changes in federal and state requirements governing the Maine CDC WIC Nutrition/FMNP Program.
9. Both parties to this Agreement represent that there is no conflict of interest between the Maine CDC WIC Nutrition/FMNP Program, the local WIC agencies and the Farmer.
10. The Agreement may be terminated for cause by the Maine CDC WIC Nutrition Program, with fifteen (15) days’ advance written notice. The farmer will be required to reapply for authorization, and the waiting period before reapplication will be one (1) year unless otherwise specified. The Farmer’s new application will be subject to the Maine CDC WIC Nutrition Program’s farmer selection criteria in effect at the time of the reapplication. Causes for termination include:
  - 10.1 Failure to attend mandatory training.
  - 10.2 Nonpayment of a claim for documented overcharges to the Maine CDC WIC Nutrition Program.
  - 10.3 Intentionally providing false information in the farmer application or price survey.
  - 10.4 Failure to allow monitoring and inspection of the premises and procedures to ensure compliance with the Agreement and state and federal WIC/FMNP program rules, regulations, and policies. Monitoring and inspection includes, but is not limited to, allowance of access to FMNP Coupons/CVVs negotiated the day of monitoring, and access to shelf price records and any other farmer records pertinent to the purchase of WIC/FMNP food items.
  - 10.5 Failure to maintain records in accordance with generally accepted accounting procedures; and to assure that records reflecting justification and receipt of WIC/FMNP funds, FMNP Coupons/CVVs and all other program-related records of the Farmer are available for inspection or audit by federal, state or other authorized personnel.
  - 10.6 Failure to cooperate with federal and state WIC/FMNP Program and other authorized personnel during announced and unannounced on-site farmer reviews, inspections and audits.
  - 10.7 Failure to provide the Maine CDC WIC Nutrition Program with purchase invoices from other farmers, when requested.

- 10.8 Failure to maintain compliance with farmer selection criteria, including changes to selection criteria made during the Farmer Agreement period.
- 10.9 Failure to train all staff who handle WIC/FMNP transactions and ensuring their knowledge regarding WIC/FMNP program procedures and requirements.
- 10.10 Failure to meet minimum redemption requirements (no less than an average of 10 FMNP Coupons/CVV's or an average of \$50.00 in value of FMNP Coupons/CVV's per season). The Maine WIC Program will consider a reapplication prior to the end of the termination period if circumstances that caused the failure to meet minimum redemption requirements have changed.
- 10.11 The Farmer is disqualified for any reason.
- 11. The Farmer shall be held liable for the actions of all owners, officers, managers, agents, employees and personnel, paid or unpaid, who may be involved in WIC/FMNP transactions at the farmer's place(s) of business.
- 12. A farmer who commits fraud or abuse in the Maine CDC WIC Nutrition Program is liable to prosecution under applicable federal, state and local laws.
- 13. Neither the Farmer nor the Maine CDC WIC Nutrition Program has an obligation to renew the Farmer Agreement.
- 14. The Farmer will receive an application for renewal of authorization at least thirty (30) days before the Agreement expires, including notification that failure to return the renewal application prior to the date of expiration of the current Agreement will result in loss of authorization.

I certify that as the owner, operator, manager, or other person(s) authorized to sign the Maine CDC WIC Nutrition Program/FMNP Farmer Agreement and, prior to signing that agreement, I have carefully read the entire Agreement. I understand how the WIC and FMNP programs work and all expectations of me set forth by the Maine CDC WIC Nutrition Program. I understand that compliance with all policies, procedures, and regulations of the Maine CDC WIC Nutrition Program is my responsibility.

The (business name): \_\_\_\_\_ vendor number \_\_\_\_\_

in the city of \_\_\_\_\_, owned by: \_\_\_\_\_

and the Maine CDC, WIC Nutrition Program mutually agree to the terms and conditions contained in this Agreement for the period of **April 1, 2019 to March 31, 2022.**

I understand that it is my responsibility as a farmer to obtain interpreter services if needed to help me understand the terms of this Agreement and to comply with the policies, procedures, and regulations of the Maine CDC WIC Nutrition Program.

Authorized Vendor Print	Authorized Vendor Signature	Date
WIC Nutrition Program Maine Center for Disease Control	WIC Nutrition Program Maine Center for Disease Control Signature	Date

You may refer to Farmer Sanction System Policy No. FMNP-5 located in WIC Farmer Training Guide and on state website: [www.WICforME.com](http://www.WICforME.com)

Janet T. Mills  
Governor

Jeanne M. Lambrew, Ph.D.  
Acting Commissioner



Maine Department of Health and Human Services  
Maine Center for Disease Control and Prevention  
11 State House Station  
286 Water Street  
Augusta, Maine 04333-0011  
Tel; (207) 287-8016; Fax (207) 287-9058  
TTY: Dial 711 (Maine Relay)

# Farmer Training Form

## Type of Authorization (check all that apply)

Roadside Farm Stand Sales

Farmers' Market Sales

**Business Name:**

**Vendor No.**

**Address:**

**Farmer/Representative (s):**

## Notes

**Number of WIC  
Poster order:** \_\_\_\_\_

**Number of WIC  
window Stickers order:** \_\_\_\_\_

## Training On

- I agree to provide WIC authorized fruits and vegetables.  Yes  No
- I agree to hold employees accountable for processing WIC transactions Correctly.  Yes  No
- I agree to adhere to WIC Nutrition Program rules.  Yes  No
- I agree to offer WIC participants the same courtesy as other customers.  Yes  No
- I agree to inform Maine WIC Nutrition Program of any schedule or location change.  Yes  No

I, the authorized farmer / representative, verify that I have received Farmer Training for the WIC Nutrition Program on this date in order for above name to be a WIC Nutrition Program Authorized farmer on FMNP checks and WIC Fruit and Vegetable checks.

## Completed By

\_\_\_\_\_  
Authorized Vendor Print

\_\_\_\_\_  
Authorized Vendor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ana Pedre  
WIC Representative Print

\_\_\_\_\_  
WIC Representative Signature

\_\_\_\_\_  
Date

