

2021 FARMERS' MARKET NUTRITION PROGRAM (WIC PROJECT FRESH) AGREEMENT BETWEEN WIC MARKET MASTER AND FARMER

2021

WIC Market Master Name (Legal Name): **Bryan J. Hardy**

WIC Market Master Address: **102 South Maple, P.O. Box 146, Bellaire, MI 49615**

Phone: **231-350-8835** County/Local Agency: **Antrim County**

This agreement by and between **Bryan J. Hardy, WIC Market Master** and _____
Farmer, whose address is: _____ is

effective between **May 28, 2021** and **October 31, 2021**. This agreement is for the purpose of authorizing the above-mentioned Farmer to accept WIC Project Fresh coupons at **Bellaire Farmers Market** from authorized WIC clients in exchange for eligible, locally grown, fresh fruits and vegetables.

SECTION I **BY SIGNING THIS AGREEMENT, THE FARMER AGREES TO:**

- (a) Have the client sign the coupon and verify that the client's signature on the WIC Project Fresh coupon matches the signature appearing on the coupon booklet cover.
- (b) Display a sign, provided by the state agency, stating **"WIC Project Fresh Coupons Accepted Here."**
- (c) Not to accept WIC Project Fresh coupons outside of their date of validity.
- (d) Display the prices of all authorized fruits and vegetables.
- (e) Be a grower of some of the fruits and/or vegetables that are exchanged for WIC Project Fresh coupons. **NOTE: A grower is an individual or group that has a plot of land or garden that is wholly or partially dedicated for growing produce.**
- (f) Provide only eligible, locally grown, fresh, unprepared fruits and vegetables in exchange for WIC Project Fresh coupons. *Michigan considers produce to be **locally grown** if it is grown within the borders of the state of Michigan or in those counties of the states of Ohio, Indiana and Wisconsin which directly border the state of Michigan.* Farmers can be asked to prove, upon request, that all produce provided in exchange for WIC Project Fresh coupons is eligible, locally grown produce.
- (g) Not give cash change for purchases of less than the value of the coupon(s).
- (h) Provide eligible locally grown fruits and vegetables at the current price or less than the current price charged to other customers.
- (i) Not allow the return of fruits and vegetables purchased with WIC Project Fresh coupons in exchange for cash or for non-food items.
- (j) To be monitored by the WIC Market Master or the state agency for program compliance.
- (k) Not provide cash or credit in exchange for WIC Project Fresh coupons.
- (l) Not collect sales tax on WIC Project Fresh purchases.
- (m) Not redeem WIC Project Fresh coupons from unauthorized sources.
- (n) Not charge the WIC Project Fresh program for food not received by the clients.
- (o) Not redeem WIC Project Fresh coupons for non-food items

SECTION II **THE WIC MARKET MASTER AGREES TO:**

- (1) Collect and submit properly redeemed WIC Project Fresh coupons from the Farmer to the state agency for reimbursement, and timely account for and pay the farmers for those coupons.
- (2) Provide training to the Farmer on the rules and regulations of the Farmers' Market Nutrition Program (WIC Project Fresh).

SECTION III **SANCTIONS**

A Farmer and/or his/her employees who violate provisions (a), (c) or (d) of Section I of this agreement will receive a warning letter from the state agency for the first complaint of a violation. After receipt of the warning letter, a pattern of two violations will result in the state agency disqualifying the Farmer from accepting WIC Project Fresh coupons at any location in the State of Michigan for a period of one year.

A Farmer and/or his/her employees who violate provisions (b) will receive a verbal warning and an immediate corrected action on-site. After receipt of the initial verbal warning, if violation occurs the following year, a warning letter will be sent. If after receipt of the warning letter, a third violation occurs, it will result in the termination of the agreement and a two-year period of disqualification.

A Farmer and/or his/her employees who violate provisions (e), (f) or (g) of Section I of this agreement will receive a warning letter from the state agency for the first complaint of a violation. After receipt of the warning letter, a pattern of two violations will result in the state agency disqualifying the Farmer from accepting WIC Project Fresh coupons at any location in the State of Michigan for a period of two years.

A Farmer and/or his/her employees who violate provisions (h), (i), (j), (k), (l), (m), (n) or (o) in Section I of this agreement will be subject to the state agency disqualifying the Farmer from accepting WIC Project Fresh coupons at any location in the State of Michigan for a period of three years for the first violation.

A Farmer who has been denied authorization by a WIC Market Master to accept WIC Project Fresh coupons or who has been disqualified by the state agency from participation in the WIC Project Fresh Program may appeal to: The Michigan Department of Health and Human Services, WIC Division, Attn: WIC Project FRESH Coordinator, 320 S. Walnut, 6th Floor, Lansing, MI 48913. The appeal must be in writing and received within 21 days of notification of an authorization denial or disqualification.

SECTION IV CERTIFICATION:

The Farmer, through signature below, accepts all terms of this agreement. This agreement becomes valid only upon signature of the Farmer and the WIC Market Master.

FARMER: _____

Name (type or print)

Signature

Date

WIC MARKET

MASTER:

Bryan J. Hardy

Name (type or print)

Signature

Date

Note: The WIC Marker Master is to provide a signed copy of this agreement to the farmer. The WIC Market Master must maintain the original in a file.

The Market Master/Farmer and anyone who works for the Market Master/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 1963 (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 State Agency directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability 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 the State Agency; and hereby gives assurance that it will immediately take measures to effectuate this agreement.