

New Mexico WIC & Senior Farmers Market Nutrition Program

Market/Farm & Roadside Manager Resources



Completed agreements may be emailed to DOH.FMNP@state.nm.us

- Mailed to: NM Farmers' Market Program
2040 South Pacheco St.
Santa Fe, NM 87505

For information and assistance please contact the NM WIC & Senior program at 505-476-8816 or visit our website at www.nmwic.org

You may also email your questions to: DOH.FMNP@state.nm.us



Call [866-867-3124](tel:866-867-3124) to learn more about New Mexico WIC.

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Manager Resources

WIC and Senior Farmers' Market Nutrition Program (FMNP, SFMNP, FMNEP)

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- WIC Participants
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- Market Selection Criteria form
- Market Agreement Form
- Farm/Roadside stand Selection Criteria form
- Farm/Roadside stand Agreement Form

Section 5: Management information (Markets/Farm and Roadside stands).....Page 7

- List of all WIC authorized farmers
- Please call us at 505-476-8816 or email doh.fmnp@state.nm.us If you need assistance in determining whether your farmer is WIC authorized.
- Many farmers are already approved through another market and may already have a Farmer ID.
- If you need new Farmer ID numbers to issue to new farmers, please call us at 505-476-8816 or email doh.fmnp@state.nm.us

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- Farmer Agreement
- Farmer must read thoroughly and complete the requested information and sign
- Market Manager must review thoroughly and sign the agreement
- Email or mail to the NM Farmers Market Program

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Section 1: What is the purpose of the New Mexico Farmers Market Program?

1. WIC Farmers' Market Nutrition Program

The purpose of the program is to improve the health of women and children and to encourage the purchase of locally grown fresh fruits and vegetables directly from farmers. Produce can be purchase at authorized farmers markets and Roadside stands from July 1 to November 29 each year.

2. Senior Farmers' Market Nutrition Program

The purpose of the Program is to provide resources in the form of fresh, nutritious, unprepared, locally grown fruits, vegetables, honey and herbs from farmers' markets, roadside stands and community supported agriculture programs to low-income seniors. Produce can be purchase at authorized farmers markets and Roadside stands from July 1 to November 29 each year

Section 2: Who qualifies and what are the benefits?

1. WIC FMNP

Pregnant, breastfeeding, and postpartum women, infants (6-12 months) and children (1 year to 5 years of age) are eligible to receive \$30 of farmers market benefits to purchase fresh fruits, vegetables, and herbs from approved vendors. Contact your local WIC Agency for more information [866-867-3124](tel:866-867-3124)

2. Senior Participants

Low-income seniors, generally defined as individuals who are at least 60 years old or older (non-Native American) and 55 years old or older (Native-American), who have a total household income of not more than 185% of the Federal poverty income guidelines are the targeted recipients of SFMNP benefits or are enrolled in other state programs, such as the Commodity Supplemental Food Program (CSFP), Supplemental Nutrition Assistance Program (SNAP), or The Temporary Food Assistance Program (TEFAP) are eligible to receive up to \$50.00. Contact your local State Agency for more information [505-476-8816](tel:505-476-8816)

Section 3: How do I sign up my market, farm/roadside stand to be able to accept FMNP/SFMNP benefits?

1. You must first be authorized by the New Mexico Department of Health-WIC & Senior Farmers Market Program in order to be able to accept FMNP/SFMNP benefits.
2. You do not need to have NMDOH approval to open, but you will still need to follow all State Regulations for a license.
3. In order to be eligible, you must:
 - Have at least three (3) farmer vendors (**Farmer Markets only**)
 - Operate from a permanent site for at least 6 consecutive weeks between July and November
 - Have a current manager who is on site during market hours
 - Participate in annual trainings (this occurs at the annual NMFMA market manager conference) or;
 - Contact the NM WIC Farmers Market Program at 505-476-8816 or DOH.FMNP@state.nm.us to schedule a face-to face training or webinar.
 - Ensure that produce offered for sale is locally grown by the people who are selling it (no reselling is permitted according to the New Mexico State Plan submitted each year by the NMDOH to the federal government)
 - Submit a completed and signed agreement to the Department of Health no later than April 17th of the current year (NMDOH will provide these at the NMFMA annual conference).

Farm & Roadside stands who want to continue providing fresh, fruits, herbs and honey to our WIC & Seniors participants will now need a cell phone or tablet that has cellular service or wi-fi access to process the electronic benefits

Section 4: New & Reauthorizing Agreement (Agreements are good for 3 years)

1. All new Managers will need to complete an agreement, even if the market, farm/roadside is not new.
2. All current Managers will need to complete a new agreement upon the expiration of your currently signed agreement.
3. All new Markets to the WIC & Senior FMNP will need to complete the following:
 - a. Market Selection Criteria form
 - b. Market Agreement Form
4. All new Farm/Roadside stands to the WIC & Senior FMNP will need to complete the following:
 - a. Farm/Roadside stand Selection Criteria form
 - b. Farm/Roadside stand Agreement Form
5. All agreements are approved in three-year increments.
Example (2020-2022) agreement will expire at the end of December 2022
New agreement will be needed before the start of the new Season
6. Contact the NM WIC Farmers Market Program at 505-476-8816 or DOH.FMNP@state.nm.us for a new agreement or;
7. Step 1: Go to www.NMWIC.org
Step 2: Click on the Farmers Market tab
Step 3: Click on Farmers Market/Vendor tab
Step 4: Scroll down to the FMNP/SFMNP Documents. Here you will find all updated documents to download and complete.

SHOPPING WITH WIC DURING COVID-19. [CLICK HERE MORE INFO](#)



[Home](#) [About WIC](#) [Vendors](#) [Co](#)

[Nursing Your Baby](#) [Nutrition & Health](#) [Shopping with WIC](#) [Online Classes](#) [Farmers' Market](#) [Health & Community Partners](#)

Prospective vendors can find agreements and other documents needed for applying to become an authorized FMNP/SFMNP vendor here:

FMNP/SFMNP DOCUMENTS

For more information about becoming an authorized NM Farmers' Market Nutrition Program vendor, please call **505-476-8816**.

The agreement will then need to be submitted to the NM WIC Farmers Market Program for approval and then we will return the signed document to the market manager.

Section 5: Management information

1. All Market Managers shall have a list of all WIC authorized farmer and their WIC farmer ID
2. All Farm/Roadside stand manager shall know their WIC farmer ID
3. Market Managers must issue the farmer a new WIC farmer ID. As, a reminder many farmers are already approved through another market and may already have a Farmer ID. Ask them for their farmer ID and we can add your market to their profile. The State office will then send you a copy of their farmer application. **(Farmer markets Only)**
4. If you need new Farmer ID numbers to issue to new farmers or need to determine if a Farmer is authorized, please call us at 505-476-8816 or email doh.fmnp@state.nm.us **(Farmer markets Only)**
5. All Managers should understand what food is eligible and ineligible for purchase with SFMNP/FMNEP/FMNP benefits. Review the **Eligible food list** and share with your farmers and or staff so they are aware.
6. Managers shall assure the **Farmers Market Sign** is posted and viewable to all. Farmers in the markets must ensure they visibly post their sign at their booth. **(Will be issued by NM FMNP only)**
7. Managers shall agree to be monitored for compliance with FMNP requirements
8. Managers shall assure farmers and/or staff provide FMNP/SFMNP/FMNEP participants the same courtesies as other customers
9. Managers shall assure all farmers and/or staff comply with the **nondiscrimination provisions of USDA regulations as provided in 248.7**
10. Shall Notify the WIC & Senior farmers market program manager if any farmer, farmer market, and/or farm-roadside stand cease operation prior to the end of their 3-year agreement.

Section 6: Participating Farmers

1. **All farmers who want to continue providing fresh, fruits, herbs and honey to our WIC & Seniors participants will now need a cell phone or tablet that has cellular service or wi-fi access to process the electronic benefits at the Farmers Markets, Farm/Roadside stands.**
2. All **new** Farmers who want to participate with the WIC & Senior FMNP, which means they will accept our electronic benefits from our WIC & Senior participants will need to complete the farmer agreement.
 - a. Farmer Agreement
 - b. E-FMNP electronic solution form
3. All **current Farmers** who want to continue providing fresh, fruits, herbs, and honey to our participants will now need to process the benefits electronically, which means they will need a cell phone or tablet that has cellular service or wi-fi access to process the electronic benefits at the market
4. All **current** Farmers will need to complete a new farmer agreement upon the expiration of their currently signed agreement.
5. All agreements are approved in three-year increments.
Example (2020-2022) agreement will expire at the end of December 2022
New agreement will be needed before the start of the new Season.
6. Contact the NM WIC Farmers Market Program at 505-476-8816 or DOH.FMNP@state.nm.us for a new agreement or;
7. Step 1: Go to www.NMWIC.org
Step 2: Click on the Farmers Market tab
Step 3: Click on Farmers Market/Vendor tab
Step 4: Scroll down to the FMNP/SFMNP Documents. Here you will find all updated documents to download and complete.
8. **Once the document is completed by the farmer.**
 - a. The Market Manager must review to make sure all information is on the form
 - b. Ensure there is a farmer ID
 - c. sign and return to the NM WIC Farmers Market Program for approval
- **The NM WIC Farmers Market Program will then return the signed document to the market manager, along with the Farmers Market sign, eligible food list to provide the farmer.**

Examples of forms

1. USDA Non-Discrimination Statement (updates only when USDA updates)
2. Eligible Food List (Updates only if new food is added)
3. Farmers Market Sign
4. Market Agreement & Selection Criteria
5. Farm/Roadside Stand Agreement, Selection Criteria and E-FMNP acceptance form
6. Farmer Agreement & E-FMNP acceptance document

All forms are **translated to Spanish** and are located within our website www.nmwic.org or, You may contact doh.fmnp@state.nm.us, 505-476-8816 for copies

USDA Non-Discrimination Statement

Non-Discrimination 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](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in 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.

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Eligible Food List

WIC & SENIOR FARMERS' MARKET NUTRITION PROGRAM

The New Mexico locally-grown foods listed here are eligible for purchase with FMNP and SFMNP benefits. Eligible foods must be fresh, unprepared, fruits, vegetables, and herbs

Honey available Only for Seniors

Fruits (raw or fresh only) include but are not limited to:

Apples	Manzanas
Apricots	Chabacanos
Blackberries, Blueberries, Raspberries, Strawberries, Boysenberries	Moras, Frambuesas, Fresas, Boysenberries
Cherries	Cerezas
Grapes	Uvas
Kiwi	Kiwi
Cantaloupe, Honeydew, Watermelon, Canary, Crenshaw, Ogen	Melón, Sandía, Canario, Crenshaw, Ogen
Nectarines	Nectarinas
Peaches	Duraznos
Pears, Prickly Pears	Peras
Quince	Quince
Rhubarb	Ruibarbo

Herbs include but are not limited to:

Basil	Albahaca	Oregano	Oregano
Cilantro	Cilantro	Parsley	Perejil
Dill	Eneldo	Rosemary	Romero
Fennel	Hinojo	Sorrel	Acedera
Chamomile	Manzanilla	Tarragon	Estragon
Lovage	Apio de monte	Mint	Menta
Marioram	Mejorana		

Vegetables (raw or fresh only) include but are not limited to:

Arugula	Arugula
Artichokes	Alcachofas
Green beans	Ejote
Wax Beans	De'cera frijoles
Purple Beans	Frijoles purpuras
String Beans	Ensarte frijoles
Beets	Remolachas
Broccoli	Brecol
Brussel Sprouts	Coles de Bruselas
Cabbage	Col
Chile (Fresh)	Chile (Fresco)
Carrots	Zanahorias
Cauliflower	Coliflor
Celery	Apjo
Corn	Maiz
Cucumber	Pepino
Eggplant	Berenjena
Fennel	Hinojo
Garlic	Ajo
Jicama	Jicama
Jalapeno	Jalapeno
Kohlrabi	Colinabo
Leeks	Puerros
Lettuce	Lechuga
Mushrooms	Seta
Micro-Greens	Micro-Verdes
Okra	Gumbombo
Onions	Cebollas
Peas	Chicharo
Peppers	Pimientas
Potatoes	Papas
Purslane	Verdolgas
Radish	Rabano
Rutabagas	Colinabos
Shallots	Cebolletas
Spinach	Espinaca
Summer Squash	Calabaza de verano
Zucchini Squash	Calabaza de calabacin
Winter Squash	Calabaza de invierno
Tomatoes	Tomates

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NEW MEXICO WIC FARMERS MARKET NUTRITION PROGRAM

WIC and Senior Farmers' Market Nutrition Programs

NOW ACCEPTING MOBILE AND CARD PAYMENTS



HONEY

May be redeemed by
SENIORS ONLY

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NEW MEXICO WIC FARMERS MARKET NUTRITION PROGRAM
2040 S. PACHECO ST. SANTA FE, NM 87505
WWW.NMWIC.ORG

Farmers' Market Selection Criteria

New Mexico Department of Health (NMDOH)

WIC Farmers' Market Nutrition Program (FMNP)

Farmers' Market Nutrition Enhancement Program (FMNEP)

Senior Farmers' Market Nutrition Program (SFMNP)

For purposes of the WIC Farmers' Market Nutrition Program (FMNP), the Farmers' Market Nutrition Enhancement Program (FMNEP), and the Senior Farmers' Market Nutrition Program (SFMNP), a Farmers' Market is defined as:

An association of local farmers who assemble regularly at a defined permanent site for the purpose of selling their produce directly to consumers during seasonal production periods.

The New Mexico Department of Health (the Department) establishes criteria for the selection of Farmers' Markets to be authorized to participate in the WIC Farmers' Market Nutrition Program (FMNP), Farmers' Market Nutrition Enhancement Program (FMNEP) and Senior Farmers' Market Nutrition Program (SFMNP).

Farmers' Markets must meet the following criteria in order to be authorized to participate in WIC FMNP, FMNEP and SFMNP. The Farmers' Market must comply with the selection criteria. The Department may reassess the Farmers' Market at any time using the selection criteria. Farmers' Markets not complying with the selection criteria will be ineligible to participate in the WIC FMNP, FMNEP and SFMNP for a period of time to be determined by the Department.

Farmers' Market Selection Criteria:

1. The Farmers' Market must complete and submit a Farmers' Market Agreement to the Department for review.
2. If approved, Farmers' Market Agreement will be good for a fixed three-year term.
3. If selected to participate, the Department will provide the Farmers' Market with a copy of a stamped and signed Farmers' Market Agreement.
4. The Farmers' Market must be in operation at least four (4) months of each year.
5. The Farmers' Market must have a minimum of three (3) to five (5) farmers at the beginning of business each market day in order to remain an authorized Farmers' Market.
6. The Farmers' Market must have and maintain a current Market Manager and/or Market Representative who is available at all times during market operations. If Market Management changes, a new Agreement must be signed and approved by the Department.
7. The Farmers' Market must be an established market that has been in operation at its current permanent site for one (1) or more years with consistent, regular hours.
8. The Farmers' Market is responsible for applying and maintaining all required business licenses or rental agreements for the Farmers' Market site.
9. The designated Farmers' Market Manager must participate in annual training provided by the Department. The Farmers' Market Manager shall attend a face-to-face training every year the Agreement is in effect. The Department or its authorized representative will perform the face-to-face training. Training sites and dates will be determined and designated by the Department annually.
10. The Farmers' Market must ensure that the produce offered for sale is locally grown within the borders of New Mexico and/or within an 80-mile radius of the market if outside of the New Mexico border, but must be within the U.S.
11. Only Farmers' Markets with a valid agreement authorized by the Department may participate to redeem FMNP, FMNEP and SFMNP benefits.

12. Only farmers with a valid agreement with an authorized farmers' market authorized by the Department may participate to redeem FMNP, FMNEP and SFMNP benefits.

By signing below, I understand the selection criteria for Farmers' Markets listed above with regard to the WIC Farmers' Market Nutrition Program, Farmers' Market Nutrition Enhancement Program and Senior Farmers' Market Nutrition Program.

Farmers' Market Manager or Representative Signature

Date

Print Name and Title of Market Manager or Representative

Date

NMDOH FMNP Program Manager Signature

Date

New Mexico Department of Health (NM DOH)
WIC Farmers' Market Nutrition Program (FMNP)
Farmers' Market Nutrition Enhancement Program (FMNEP)
Senior Farmers' Market Nutrition Program (SFMNP)

FARMERS' MARKET AGREEMENT

2020, 2021 and 2022

(THIS CHANGES EVERY 3 YEARS)

Market Number (5-digit ID code assigned by NM DOH): _ _ _ _ _

Name of Farmers' Market: _____

Day/Times of Market: _____

Market Location: _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Market Manager's Name: _____

Market Manager's email address: _____

Market Manager's Telephone: _____

This Agreement is made by and between the NM DOH and Farmers' Market:

(hereinafter "Market"), and the New Mexico Department of Health WIC Farmers' Market Nutrition Program Office (hereinafter "the State FMNP Office" or FMNP, FMNEP and SFMNP). This agreement shall become effective on the date set forth below, and shall remain in force for three years, unless otherwise terminated pursuant to law or regulation, or by mutual agreement.

CHANGE IN OWNERSHIP OR CESSATION OF OPERATION AUTOMATICALLY RENDERS THIS AGREEMENT NULL AND VOID. Neither the State FMNP Office nor the undersigned Market has an obligation to renew this Agreement. Either the State FMNP Office or the Market may terminate this Agreement after providing 15 days advance written notification.

It is the purpose of this Agreement to provide locally grown, fresh, unprepared, unprocessed fruits, vegetables and herbs to:

- a) Women, Infants, and Children (WIC) participating in FMNP,
- b) Seniors (60 years and older) participating in FMNEP and SFMNP to expand customer utilization of farmers' markets where consumers may buy directly from the farmer/grower.

In consideration of acceptance and participation in the FMNP, FMNEP and SFMNP as an authorized market, the Market hereby covenants and agrees to perform and abide by the following program requirements and conditions:

The State FMNP Office shall:

1. Distribute to each eligible FMNP, FMNEP and SFMNP participant, FMNP benefits redeemable only at authorized farmers' markets between July 1 and November 29 of each year.
2. Arrange with FMNP Vendor the redemption of FMNP, FMNEP and SFMNP benefits that are properly processed by the farmers/growers to their bank for deposit or check payment.
3. Monitor authorized Market for compliance with applicable laws, rules and regulations, policies and procedures.
4. Provide training for authorized Market personnel on FMNP, FMNEP and SFMNP.
5. Provide signs to the Market for each authorized farmer/grower participating in FMNP, FMNEP and SFMNP.
6. Notify the participating farmers' markets of the approximate number of FMNP, FMNEP and SFMNP participants issued FMNP, FMNEP and SFMNP benefits in their area.
7. Take action against violators who do not abide by all laws, regulations, policies and procedures governing the FMNP, FMNEP and SFMNP. The State FMNP Office understands that each market has its own rules and regulations in determining who may sell at that market.

The Market shall:

1. Allow only authorized farmers/growers selling produce grown locally within the borders of New Mexico and/or within an 80-mile radius of the Market if outside of the New Mexico border, but must be within the USA, to participate in the WIC Farmers' Market Nutrition Program (FMNP), Farmers' Market Nutrition Enhancement Program (FMNEP) and the Senior Farmers' Market Nutrition Program (SFMNP). Benefits may only be accepted at authorized farmers' market locations. Authorized farmers' markets are those that have signed this Agreement. A farmer may not accept them at roadside stands (unless having signed a Farm/Roadside Stand Agreement with the State FMNP Office) or at any other locations off of authorized market grounds.
2. Farmers/Growers must be prepared to demonstrate that all produce subject to the program was produced locally within the borders of New Mexico and/or within an 80-mile radius of the Market if outside of the New Mexico border, but must be within the USA. Reselling of agricultural products is strictly prohibited. Reselling is defined as produce purchased for resale to Market customers. Individuals who exclusively sell produce grown by someone else such as wholesale distributors cannot be authorized to participate in the FMNP, FMNEP or SFMNP.
3. Assure that FMNP, FMNEP and SFMNP benefits are redeemed only for eligible foods (list provided) for the entire dollar amount.
4. Provide eligible foods at the current price or less than the current price charged to other customers.
5. Accept benefits within the dates of their validity, **July 1 through November 29 of the current season.**
6. Accept training on FMNP, FMNEP and SFMNP procedures and provide training to farmers and any employees with FMNP, FMNEP or SFMNP responsibilities on such procedures.

7. Agree to be monitored for compliance with FMNP, FMNEP and SFMNP requirements, including both overt and covert monitoring.
8. Be accountable for actions of farmers or employees in regard to any Farmers' Market Nutrition Program or Farmers' Market Nutrition Program transactions and shall inform non-participating farmers/growers and non-farmer vendors that they may not accept FMNP, FMNEP or SFMNP benefits. Acceptance of FMNP, FMNEP and SFMNP benefits by an unauthorized farmer/grower or other vendor may be cause for sanctions, and/or require repayment to the State FMNP Office for any benefits transacted in violation of this Agreement.
9. Ensure that FMNP, FMNEP and SFMNP participants receive the same courtesies and services as all other customers, and to otherwise comply with all applicable United States Department of Agriculture (U.S.D.A.) regulations governing nondiscrimination in services. Vendor expressly agrees not to discriminate against any FMNP, FMNEP or SFMNP participant. "In accordance with Federal Law and U.S.D.A. policy, this program is prohibited from discriminating on the basis of race, color, national origin, sex, age, and disability".
10. Obtain signed Farmer/Grower Agreements from farmers/growers who have agreed to sell at the Market. The signed Farmer/Grower Agreements must then be submitted to the State FMNP Office. Deadline for receiving authorized Farmer/Grower Agreements is June 8 each year. Mail to: New Mexico Farmers' Market Nutrition Program, Attention: FMNP Program Manager, 2040 S. Pacheco St., Suite 123B, Santa Fe, NM 87505 or email to DOH.FMNP@state.nm.us.
11. NM State FMNP Office must be notified of any changes or additions as they occur, including change of Market Manager, or addition of farmer/grower. These agreements must be at the State FMNP Office prior to accepting FMNP, FMNEP or SFMNP benefits unless prior arrangements have been made between the State FMNP Office and the Market Manager.
12. Market Managers must inform the State FMNP Office immediately by telephone followed up with a written communication when farmers/growers at their markets may be in violation of U.S.D.A., WIC, FMNP, FMNEP and SFMNP rules and regulations. After receipt of communication, State FMNP Office will investigate farmer/grower for violations and take disciplinary action as deemed appropriate to the nature and severity of the violation(s).
13. Notify the State FMNP Office immediately at (505) 476-8816 when and if market operations cease.
14. Agree to abide by all laws, regulations, policies and procedures governing the FMNP, FMNEP and SFMNP and understands that violation of such provisions may result in sanctions, criminal penalties or both. Market acknowledges that any and all losses shall be the sole responsibility of the farmer/grower and that under no circumstances shall the State FMNP Office be held liable for any such losses. Market acknowledges and understands that the provisions of state and federal law concerning the FMNP, FMNEP and SFMNP regulations, policies and procedures promulgated pursuant to such laws are incorporated into this Agreement by reference.
15. Agree to promptly notify the State FMNP Office of any perceived conflict of interest between the Market and FMNP, FMNEP or SFMNP.
16. Agree to partner with the New Mexico Farmers' Market Association.
17. Prohibit farmer/grower from collecting sales tax on FMNP, FMNEP and SFMNP benefit purchases.
18. Prohibit farmer/grower from seeking restitution from FMNP, FMNEP and SFMNP recipients for benefits not paid by the State FMNP Office.
19. Prohibit farmer/grower from issuing cash change for purchases that are in an amount less than the value of the benefits.

20. Prohibit farmer/grower from giving "rain checks" or "I O U's" to participants if the farmer/grower cannot provide the full dollar amount of the purchase in eligible food items.
21. Market acknowledges an obligation to become familiar with the FMNP, FMNEP and SFMNP requirements, regulations and policies, and understands that violations of such requirements may be grounds for sanctions, including disqualification from the program.
22. Market may appeal any action taken by the State FMNP Office, which adversely affects participation in the program except the expiration of this Agreement. Appeal requests should be addressed to the New Mexico Farmers' Market Nutrition Program, DOH, Public Health Division, 2040 S. Pacheco St., Suite 123B, Santa Fe, NM 87505. Neither the WIC Farmers' Market Nutrition Program nor the Market has an obligation to renew this Agreement.
23. The State FMNP Office may deny payment to the farmer/grower and/or the Farmers' Market Association for improperly redeemed benefits or may establish a claim for payments already made on improperly redeemed benefits.
24. Acknowledge that the Market Manager is held accountable for the actions of individuals they (Market Managers) authorize to assist with any FMNP, FMNEP or SFMNP-related activities.
25. Prohibit participation during the disqualification period at this Market, or at any other market, of a farmer/grower that is disqualified from participating in FMNP, FMNEP or SFMNP.
26. A copy of Market Rules and Regulations must be sent with this contract to the NM FMNP, Attention: FMNP Program Manager, 2040 S. Pacheco St. Suite 123B, Santa Fe, NM 87505 by April 15 each year.

A MARKET MANAGER AND/OR MARKET REPRESENTATIVE WHO COMMITS FRAUD OR ABUSE OF THE PROGRAM IS LIABLE TO PROSECUTION UNDER STATE, FEDERAL AND LOCAL LAW. MARKETS WHO WILLFULLY MISAPPLY, STEAL, OR FRAUDULENTLY OBTAIN PROGRAM FUNDS SHALL BE SUBJECT TO FINES OF UP TO \$10,000 (TEN THOUSAND DOLLARS), OR IMPRISONMENT FOR UP TO 5 YEARS, OR BOTH. IF SUCH FUNDS, ASSETS, OR PROPERTY ARE OF THE VALUE OF \$100 OR LESS, THE FINE IS NOT MORE THAN \$1,000 AND IMPRISONMENT IS FOR NOT MORE THAN ONE YEAR, OR BOTH.

In compliance with U.S.D.A., FNS federal regulations at 7 CFR Part 248, 7 CFR Part 249, and New Mexico Department of Health Farmers' Market Nutrition Program regulations and policies incorporated herein by reference, the Market Manager's signature indicates acceptance of the terms and conditions of this written agreement. Neither the FMNP, FMNEP, SFMNP, nor the Market has an obligation to renew this Agreement. The FMNP, FMNEP, SFMNP or the Market may terminate this Agreement after providing advance written notification of at least 15 days.

The undersigned represent that they are either the sole owner of the above-named Market, or that they have full authority to enter into this Agreement for and on behalf of the Market, and to accept and agree to all of the provisions.

_____	_____
(Farmers' Market Manager and/or	Date
Farmers' Market Representative Signature)	

(Print Name, Title of Market Manager and/or Farmers' Market Representative)

If Market Management changes, please fill out and sign a new contract and mail/fax to NMDOH at address below.

_____	_____
(DOH Farmers' Market Nutrition Program Manager Signature)	Date

Return completed agreement to:

Farmers' Market Nutrition Program
NM DOH PHD WIC
2040 S. Pacheco St., #123B
Santa Fe, NM 87505
Phone: (505) 476-8816
Email: DOH.FMNP@state.nm.us

Farm/Roadside Stand Selection Criteria

New Mexico Department of Health (NMDOH)

WIC Farmers' Market Nutrition Program (FMNP)
Farmers' Market Nutrition Enhancement Program (FMNEP)
Senior Farmers' Market Nutrition Program (SFMNP)

For the purposes of the WIC Farmers' Market Nutrition Program (FMNP), the Farmers' Market Nutrition Enhancement Program (FMNEP) and the Senior Farmers' Market Nutrition Program (SFMNP), a Farm/Roadside Stand is defined as:

A permanent retail structure located on-farm that sells directly to the public, fresh produce grown primarily by the operator of the farm stand facility during seasonal production periods.

The New Mexico Department of Health (the Department) establishes criteria for the selection of Roadside Stands to be authorized to participate in the WIC Farmers' Market Nutrition Program (FMNP), Farmers' Market Nutrition Enhancement Program (FMNEP) and Senior Farmers' Market Nutrition Program (SFMNP).

Roadside Stands must meet the following criteria in order to be authorized to participate in WIC FMNP, FMNEP and SFMNP. The Roadside Stand must comply with the selection criteria. The Department may reassess the Roadside Stand at any time using the selection criteria. Roadside Stands not complying with the selection criteria will be ineligible to participate in the WIC FMNP, FMNEP and SFMNP for a period of time to be determined by the Department.

Selection Criteria:

1. The Roadside Stand must complete and submit a Roadside Stand Agreement to the Department for review.
2. If approved, the Roadside Stand Agreement will be good for a fixed three-year term but must renew when the next three-year cycle starts.
3. If selected to participate, the Department will assign a 5-digit Roadside stand ID Code.
4. The Farmer must be the grower of FMNP, FMNEP and SFMNP-eligible fruits, vegetables, and herbs, and may sell only produce grown locally, in the proximity of the RSS within the borders of New Mexico, and within the USA.
5. The Farmer is responsible for applying for and maintaining all required business licenses.
6. The Farmer must participate in annual training provided by the NMDOH. The Farmer shall attend a face-to-face training every year of the agreement. The NMDOH, or its authorized representative, and/or a Farmers' Market Manager, will perform the face-to-face training. Training sites and dates will be determined and designated by the NMDOH and/or the market managers, annually.

Farmer/Roadside stand agrees to:

1. Display the "New Mexico WIC Farmers' Market Nutrition Program Welcome Here" sign as proof of authorization to participate.
2. Redeem benefits only for eligible fresh, unprepared fruits and vegetables as defined by United States Department of Agriculture (USDA), Food and Nutrition Services (FNS) and the NMDOH FMNP.
3. Provide eligible fresh, unprepared fruits and vegetables at not more than the current price charged to other customers.

4. Offer the FMNP, FMNEP and SFMNP participants the same courtesies as all other customers and to otherwise comply with all applicable USDA regulations governing nondiscrimination in services. Farmer expressly agrees not to discriminate against any FMNP, FMNEP and SFMNP participants on the basis of race, color, national origin, age, sex, handicap or disability.
5. Accept FMNP, FMNEP and SFMNP participant benefits only within the valid dates (July 1 through November 29) of the current market season.
6. Provide no cash change, rain checks or "I O U's" and collect no tax.
7. Assure that she/he will not seek restitution from FMNP, FMNEP and SFMNP participant(s) for benefits that were improperly redeemed and not paid for by the NMDOH FMNP, FMNEP and SFMNP.
8. Pay the FMNP, FMNEP and SFMNP participants for any benefits transacted in violation of the agreement.
9. Acknowledge that the Farmer is held accountable for the actions of individuals they (the FARMER) authorize to assist with any FMNP, FMNEP and SFMNP-related activities.
10. Cooperate with the staff from the NMDOH Farmers' Market Nutrition Program in monitoring for compliance with the required program procedures.
11. Only farmers/growers selling produce grown locally may participate in the WIC Farmers' Market Nutrition Program (FMNP), Farmers' Market Nutrition Enhancement Program (FMNEP) and Senior Farmers' Market Nutrition Program (SFMNP). The Farmer must be prepared to demonstrate that all produce subject to the program was produced locally within the borders of New Mexico and/or within an 80-mile radius of the market if outside of the New Mexico border, but must be within the USA.
12. Reselling of agricultural products is strictly prohibited. Reselling is defined as produce purchased for resale to market customers. Individuals who exclusively sell produce grown by someone else, such as wholesale distributors, cannot be authorized to participate in the WIC Farmers' Market Nutrition Program (FMNP), Farmers' Market Nutrition Enhancement Program (FMNEP) and Senior Farmers' Market Nutrition Program (SFMNP).
13. Promptly notify the NMDOH FMNP office if Farmer operations cease prior to the end of the authorization period.
14. Benefits may only be accepted and redeemed at the authorized Roadside Stand and authorized Farmers' Market locations.
15. The FMNP, FMNEP, SFMNP and the Farmer understand that each market may have their own rules and regulations in determining who may sell at that market.
16. A Farmer suspected of, and/or, violating USDA, FMNP, FMNEP or SFMNP rules and regulations will be investigated by the NMDOH. A Farmer who is found in violation(s) of USDA, WIC FMNP, FMNEP or SFMNP rules and regulations will be subject to disciplinary action as deemed appropriate to the nature and severity of the violation(s).
17. A Farmer that is disqualified from the FMNP, FMNEP or SFMNP may not participate at any authorized RSS, or Farmers' Market during the disqualification period.
18. The FMNP, FMNEP or SFMNP may deny payment to the Farmer for improperly redeemed benefits or may establish a claim for payments already made on improperly redeemed benefits.
19. The Farmer may appeal a decision that adversely affects the Farmer except the expiration of this agreement.
20. FARMER, and/or RSS representative, must ensure that all FMNP, FMNEP and SFMNP have all required information for Direct Deposit or Check mailing.
21. If any benefits are rejected and/or returned by the bank due to FARMER, RSS, due to incorrect bank information, the NMDOH FMNP will not pay rejected and/or returned benefits or bank charges incurred by FARMER.
22. Farmer agrees to abide by all laws, regulations, policies and procedures governing the FMNP, FMNEP and SFMNP and understands that violation of such provisions may result in sanctions, criminal penalties, or both. Farmer acknowledges that all losses shall be the sole responsibility of the Farmer and that under no circumstances shall the State FMNP, FMNEP and SFMNP Office be held liable for any such losses.

23. Farmer acknowledges and understands that the provisions of state and federal law concerning the FMNP, FMNEP and SFMNP regulations, policies and procedures promulgated pursuant to such laws are incorporated into this agreement by reference.

A FARMER WHO COMMITS FRAUD OR ABUSE OF THE PROGRAM IS LIABLE TO PROSECUTION UNDER STATE, FEDERAL AND LOCAL LAW. FARMERS/GROWERS, RSS, OR FARMERS' MARKETS WHO WILLFULLY MISAPPLY, STEAL OR FRAUDULENTLY OBTAIN PROGRAM FUNDS SHALL BE SUBJECT TO FINES OF UP TO \$10,000 (TEN THOUSAND DOLLARS), OR IMPRISONMENT FOR UP TO 5 YEARS, OR BOTH. IF SUCH FUNDS, ASSETS, OR PROPERTY ARE OF THE VALUE OF \$100 OR LESS, THE FINE IS NOT MORE THAN \$1,000 AND IMPRISONMENT IS FOR NOT MORE THAN ONE YEAR, OR BOTH.

By signing below, I understand the selection criteria for a Roadside Stand listed above with regard to the WIC Farmers' Market Nutrition Program, Farmers' Market Nutrition Enhancement Program and Senior Farmers' Market Nutrition Program.

Roadside stand Manager or Representative Signature

Date

Print Name and Title of Manager or Representative

Date

NMDOH FMNP Program Manager Signature

Date

Farm/Roadside Stand Agreement

New Mexico Department of Health (NMDOH)

WIC Farmers' Market Nutrition Program (FMNP)
Farmers' Market Nutrition Enhancement Program (FMNEP)
Senior Farmers' Market Nutrition Program (SFMNP)

This agreement is good for the following years:

2020, 2021, 2022

Farm/Roadside Stand ID: <small>5-digit ID code assigned by NMDOH</small>	
Name of Farm Stand Market:	
Farm Stand Address:	
Farm Stand City:	
Farm Stand State:	
Farm Stand Zip:	
Owner/Operator's Name:	
Farmer/Owner ID: <small>4-digit ID code assigned by FM Manager</small>	
Owner/Operator's Telephone:	
Owner/Operator's Email Address:	
Owner/Operator's Fax:	
Owner/Operator's Mailing Address:	
City:	
State:	
Zip:	
NM Tax Identification Number: (if available)	
Federal Tax Identification Number: (if available)	
EBT Authorization Number: (if available)	

For the purposes of the WIC Farmers' Market Nutrition Program (FMNP), the Farmers' Market Nutrition Enhancement Program (FMNEP) and the Senior Farmers' Market Nutrition Program (SFMNP), a Farm/Roadside Stand is defined as:

A permanent retail structure located on-farm that sells directly to the public, fresh produce grown primarily by the operator of the farm stand facility during seasonal production periods.

This Agreement is made by and between the RSS owner, (Hereinafter "Farm/Roadside Stand"), and the New Mexico Department of Health WIC Farmers' Market Nutrition Program Office (hereinafter "WIC FMNP" or State Office or FMNP, FMNEP or SFMNP). This Agreement shall become effective on the date set forth below, and shall remain in force for three years, unless otherwise terminated pursuant to law or regulation, or by mutual agreement. CHANGE IN OWNERSHIP OR CESSATION OF OPERATION AUTOMATICALLY RENDERS THIS AGREEMENT NULL AND VOID. Neither the State Office nor the undersigned market has an obligation to renew this Agreement. Either the WIC FMNP, FMNEP, SFMNP or the Farm/Roadside Stand owner may terminate this Agreement after providing 15 days' advance written notification.

It is the purpose of this agreement to provide locally grown, fresh, unprepared, unprocessed fruits, vegetables and herbs to:

- a. Women, Infants, and Children (WIC) participating in FMNP,
- b. Seniors (60 years and older) participating in FMNEP, and SFMNP

And also expand customer utilization of farmers' markets where consumers may buy directly from the farmer at participating New Mexico farm/roadside stands.

In consideration of acceptance and participation in the WIC FMNP, FMNEP, and SFMNP as an authorized farm/roadside stand, the owner hereby covenants and agrees to perform and abide by the following program requirements and conditions:

The WIC Farmers' Market Nutrition Program (FMNP), Farmers' Market Nutrition Enhancement Program (FMNEP), and Senior Farmers' Market Nutrition Program (SFMNP) shall:

1. Distribute WIC FMNP, FMNEP and SFMNP Farmers' Market Nutrition Program benefits redeemable only at authorized farmers' markets, farm/roadside stands between July 1 and November 29 of each year.
2. Arrange with the WIC Vendor the redemption of WIC FMNP, FMNEP and SFMNP benefits that are properly processed.
3. Agree to allow the U. S. Department of Agriculture (USDA) to monitor authorized farm/roadside stands for compliance with applicable laws, rules, regulations, policies and procedures (farm stands will be randomly monitored by the USDA).
4. Provide training for authorized farm/roadside stand personnel on WIC FMNP, FMNEP and SFMNP.
5. Provide signs to the farm/roadside stand for each farm stand authorized to participate in the WIC FMNP, FMNEP and SFMNP.
6. Notify the participating farm/roadside stand of the approximate number of WIC FMNP, FMNEP and SFMNP participants issued FMNP, FMNEP and SFMNP benefits in their area.
7. Take action against violators who do not abide by all laws, regulations, policies and procedures governing the WIC FMNP, FMNEP and SFMNP.

The Farm/Roadside Stand Owner shall:

1. Accept training for the WIC Farmers' Market Nutrition Program, Farmers' Market Nutrition Enhancement Program and the Senior Farmers' Market Nutrition Program.
2. **Display** the "New Mexico WIC Farmers' Market Nutrition Program Welcome Here" sign as proof of authorization to participate.
3. Process benefit payment only for eligible fresh, unprepared fruits and vegetables as defined by United States Department of Agriculture (USDA), Food and Nutrition Services (FNS) and the NMDOH FMNP.
4. Provide eligible fresh, unprepared fruits and vegetables at not more than the current price charged to other customers.
5. Offer the FMNP, FMNEP and SFMNP participants the same courtesies as all other customers and to otherwise comply with all applicable USDA regulations governing **nondiscrimination** in services. Farmer expressly agrees not to discriminate against any FMNP, FMNEP and SFMNP participants on the basis of race, color, national origin, age, sex, handicap or disability.
6. Accept FMNP, FMNEP and SFMNP participant benefits only within the **valid dates (July 1 through November 29th)** of the current market season.
7. Provide no cash change, rain checks or "I O U's" and collect no tax.
8. Assure that she/he will not seek restitution from FMNP, FMNEP and SFMNP participant(s) for benefits that were improperly processed and not paid for by the NMDOH FMNP, FMNEP and SFMNP.
9. Pay the FMNP, FMNEP and SFMNP participants for any benefits processed in violation of the agreement.
10. Acknowledge that the Roadside stand manager is held accountable for the actions of individuals they (the manager) authorize to assist with any FMNP, FMNEP and SFMNP-related activities.
11. Cooperate with the staff from the NMDOH Farmers' Market Nutrition Program in monitoring for compliance with the required program procedures.
12. Vendor expressly agrees not to discriminate against any WIC FMNP, FMNEP or SFMNP participants based on race, color, national origin, age, sex, handicap, or disability and to comply with the nondiscrimination provisions of USDA regulations. In accordance with Federal Law and U.S. Department of Agriculture policy, this program is prohibited from discriminating based on race, color, national origin, sex, age, and disability.
13. Notify the WIC FMNP, FMNEP and SFMNP State Office of any changes as soon as possible at (505) 476-8816. This Agreement must be at the State Office prior to accepting FMNP, FMNEP and SFMNP checks unless prior arrangements have been made between the State Office and the Farm/Roadside Stand manager.
14. Notify the State Office immediately at (505) 476-8816 when and if Farm/Roadside Stand operations cease.
15. Agrees to abide by all laws, regulations, policies and procedures governing the WIC FMNP, FMNEP and SFMNP and understands that violation of such provisions may result in sanctions, criminal penalties or both. Farm/Roadside Stand acknowledges that any and all losses shall be the sole responsibility of the farmer/owner and that under no circumstances shall the WIC FMNP, FMNEP and SFMNP State Office be held liable for any such losses. Farmer/Owner acknowledges and understands that the provisions of state and federal law concerning the WIC FMNP, FMNEP and SFMNP regulations, policies and procedures promulgated pursuant to such laws are incorporated into this Agreement by reference.
16. Agrees to promptly notify the State Office of any perceived conflict of interest between the Farm/Roadside Stand and WIC FMNP.
17. Agree that sales taxes will not be collected on WIC FMNP, FMNEP or SFMNP benefit purchases.
18. Not seek restitution from WIC FMNP, FMNEP or SFMNP recipients for benefits not paid by the State Office.
19. Not give "rain checks" or "I O U's" to participants if the farmer/owner cannot provide the full dollar amount of the purchase in eligible food items.
20. Become familiar with the WIC FMNP, FMNEP and SFMNP requirements, regulations and policies, and understands that violations of such requirements may be grounds for sanctions including disqualification from the program.
21. Farmer/Owner may appeal any action taken by the WIC FMNP, FMNEP and SFMNP State Office which adversely affects participation in the program except the expiration of this Agreement.

22. Appeal requests should be addressed to the New Mexico Department of Health, Public Health Division, FMNP, 2040 S. Pacheco St., Suite 123B, Santa Fe, NM 87505.
23. Neither the WIC FMNP nor the Farm/Roadside Stand has an obligation to renew this Agreement.
24. The WIC FMNP, FMNEP and SFMNP State Office may deny payment to the farmer for improperly redeemed benefits or may establish a claim for payments already made on improperly redeemed benefits.

IMPORTANT!

A FARM/ROADSIDE STAND OWNER WHO COMMITS FRAUD OR ABUSE OF THE PROGRAM IS LIABLE TO PROSECUTION UNDER STATE, FEDERAL AND LOCAL LAW. FARM/ROADSIDE STANDS WHO WILLFULLY MISAPPLY, STEAL, OR FRAUDULENTLY OBTAIN PROGRAM FUNDS SHALL BE SUBJECT TO FINES OF UP TO \$10,000 (TEN THOUSAND DOLLARS), OR IMPRISONMENT FOR UP TO 5 YEARS, OR BOTH. IF SUCH FUNDS, ASSETS, OR PROPERTY ARE OF THE VALUE OF \$100 OR LESS, THE FINE IS NOT MORE THAN \$1,000 AND IMPRISONMENT IS FOR NOT MORE THAN ONE YEAR, OR BOTH.

By signing this Agreement, the Farm/Roadside Stand owner represents that all produce subject to this Agreement was produced locally by him/her or a family member. In compliance with USDA, FNS federal regulations at 7 CFR Part 248, 7 CFR Part 249, and Department of Health Farmers' Market Nutrition Programs regulations and policies incorporated herein by reference, the Farm/Roadside Stand owner's signature indicates acceptance of the terms and conditions of this written Agreement. Neither the WIC FMNP, FMNEP, SFMNP State Office, nor the Farm/Roadside Stand owner have an obligation to renew this Agreement. The WIC FMNP, FMNEP, SFMNP State Office or the Farm/Roadside Stand Owner may terminate this Agreement after providing advance written notification of at least 15 days.

The undersigned represents that they are either the sole owner of the above-named Farm/Roadside Stand or that they have full authority to enter into this Agreement for and on behalf of the Farm/Roadside Stand and to accept and agree to all the provisions.

Farm/Roadside Stand Owner Signature

Date

Print Name, Title of Farm/Roadside Stand Owner

Date

NMDOH FMNP Program Manager Signature

Date

Return completed agreement to:

Farmers' Market Nutrition Program
NMDOH PHD WIC
2040 S. Pacheco St. Suite # 123B
Santa Fe, NM 87505
Email: DOH.FMNP@state.nm.us
Phone: (505) 476-8816
Fax: (505) 476-8900

New Mexico WIC & Senior Farmers Market Program

E-FMNP FARMER ACCEPTANCE DOCUMENT

All Farmers, Farm and Roadside stand farmers, must complete this form to be able to accept the electronic benefits, due to vouchers are no longer issued

The below is a fillable form or you may print and write in your information.

Is this request for an Approved Farmer or a New Farmer? <input type="checkbox"/> Returning Approved Farmer <input type="checkbox"/> New Farmer				
Name of main Farmers Market selling from	Farmer's Name	Farmer ID		
Farmers contact number (including area code)	Email Address			
Farm location (full address)	City, State, Zip Code			
Mailing Address	City, State, Zip Code			
Choice of Payment to the Farmer (please choose one of the below)				
<table border="1"><tr><td><input type="checkbox"/> Direct Deposit If this box is checked, an ACH document will be sent to you for completion on or around May 2022</td><td><input type="checkbox"/> Check If this box is checked, please make sure your mailing address is correct</td></tr></table>			<input type="checkbox"/> Direct Deposit If this box is checked, an ACH document will be sent to you for completion on or around May 2022	<input type="checkbox"/> Check If this box is checked, please make sure your mailing address is correct
<input type="checkbox"/> Direct Deposit If this box is checked, an ACH document will be sent to you for completion on or around May 2022	<input type="checkbox"/> Check If this box is checked, please make sure your mailing address is correct			

Farmer Agreement

New Mexico Department of Health (NMDOH)

WIC Farmers' Market Nutrition Program (FMNP)
Farmers' Market Nutrition Enhancement Program (FMNEP)
Senior Farmers' Market Nutrition Program (SFMNP)

This agreement is good for the following years:

2020, 2021, 2022

(These change every 3 years)

Name of Contact Person:	
Name of Farm:	
Farm Address:	
Telephone Number:	
Email Address: (required)	
Mailing Address:	
City:	
State:	
Zip:	

Farmer Identification Code Number:	
------------------------------------	--

(4-Digit Permanent ID Code Number Issued by Market)

Main Market where Farmer will sell produce:	
---	--

(5-Digit Market ID Code Number Issued by NMDOH)

Please list all AUTHORIZED Markets you will sell at. Your Permanent ID number will work only at Farmers' Markets authorized by NMDOH.

Market Name:	
Market Name:	
Market Name:	
Market Name:	
Market Name:	

I intend to offer the following eligible fresh, unprepared fruits and/or vegetables, and herbs for purchase with FMNP, FMNEP and SFMNP benefits:

*By signing below, the Farmer has
read over and understands the agreement on pages 3-6 below.*

Farmer Signature

Date

Farmers' Market Manager Signature

Date

NMDOH FMNP Program Manager Signature

Date

Please Complete and Return to:

Farmers' Market Nutrition Program
NMDOH PHD WIC
2040 S. Pacheco St. Suite # 123B
Santa Fe, NM 87505

Email: DOH.FMNP@state.nm.us

Phone: (505) 476-8816
Fax: (505) 476-8900

Farmer selection Criteria

Please detach and keep for your records

FARMER:

Your permanent ID Code Number is:

This number should be used at all authorized Farmers' Markets you participate in. If you have any questions, or changes to contact information, please call NMDOH - FMNP State Office at (505) 476-8816.

This agreement is valid for the 2020, 2021, and 2022 market years.

Farmer must meet the following criteria in order to be authorized to participate in the FMNP, SFMNP and FMNEP. Farmer must comply with the selection criteria. The NMDOH may reassess the Farmer at any time using the selection criteria. A Farmer not complying with the selection criteria will be removed from eligibility to participate in the FMNP, SFMNP and FMNEP.

Farmer Selection Criteria:

1. The Farmer must complete and submit a Farmer Agreement to the Market Manager for review and approval no later than **June 8 of the season** she/he wishes to participate in.
2. If selected to participate, the Market Manager will assign Farmer a Farmer ID Code Number. The Market Manager will submit the new/renewed Farmer Agreement to the NMDOH.
3. To participate in FMNP, SFMNP and FMNEP the Farmer must be an authorized member of an organized Farmers' Market that has been approved by the NMDOH.
4. The Farmer must be the grower of FMNP, FMNEP and SFMNP-eligible fruits, vegetables and herbs, and may sell only produce grown locally within the borders of New Mexico. No produce may be sold as resale. An out of state but within the U.S.A. farmer may sell their own locally grown produce at a NM WIC market. The out of state farmers must be the farmer of NM FMNP, FMNEP and SFMNP eligible fruits and vegetables and herbs. No produce may be sold as resale.
5. The Farmer is responsible for applying for and maintaining all required business licenses.
6. The Farmer must participate in annual training provided by the NMDOH. The Farmer shall attend a face-to-face training every year of the agreement. The NMDOH, or its authorized representative, and/or the Market Manager, will perform the face-to-face training. Training sites and dates will be determined and designated by the NMDOH and/or the market managers, annually.
7. The term of the Agreement is three years. A farmer may sign up any time during the three-year cycle but must renew when the next three-year cycle starts.

Farmer Agrees To:

1. Accept training for the WIC Farmers' Market Nutrition Program, Farmers' Market Nutrition Enhancement Program and the Senior Farmers' Market Nutrition Program.
2. **Display** the "New Mexico WIC Farmers' Market Nutrition Program Welcome Here" sign as proof of authorization to participate.
3. Process benefit payment only for eligible fresh, unprepared fruits and vegetables as defined by United States Department of Agriculture (USDA), Food and Nutrition Services (FNS) and the NMDOH FMNP.
4. Provide eligible fresh, unprepared fruits and vegetables at not more than the current price charged to other customers.
5. Offer the FMNP, FMNEP and SFMNP participants the same courtesies as all other customers and to otherwise comply with all applicable USDA regulations governing **nondiscrimination** in services. Farmer expressly agrees not to discriminate against any FMNP, FMNEP and SFMNP participants on the basis of race, color, national origin, age, sex, handicap or disability.
6. Accept FMNP, FMNEP and SFMNP participant benefits only within the **valid dates (July 1 through November 29th)** of the current market season.
7. Provide no cash change, rain checks or "I O U's" and collect no tax.
8. Assure that she/he will not seek restitution from FMNP, FMNEP and SFMNP participant(s) for benefits that were improperly processed and not paid for by the NMDOH FMNP, FMNEP and SFMNP.
9. Pay the FMNP, FMNEP and SFMNP participants for any benefits processed in violation of the agreement.
10. Acknowledge that the Farmer is held accountable for the actions of individuals they (the Farmer) authorize to assist with any FMNP, FMNEP and SFMNP-related activities.
11. Cooperate with the staff from the NMDOH Farmers' Market Nutrition Program in monitoring for compliance with the required program procedures.
12. Only farmers selling produce grown locally may participate in the WIC Farmers' Market Nutrition Program (FMNP), Farmers' Market Nutrition Enhancement Program (FMNEP) and Senior Farmers' Market Nutrition Program (SFMNP). The Farmer must be prepared to demonstrate that all produce subject to the program was produced locally within the borders of New Mexico and/or within an 80-mile radius of the market if outside of the New Mexico border, but must be within the USA.
13. Reselling of agricultural products is strictly prohibited. Reselling is defined as produce purchased for resale to market customers. Individuals who exclusively sell produce grown by someone else, such as wholesale distributors, cannot be authorized to participate in the WIC Farmers' Market Nutrition Program (FMNP), Farmers' Market Nutrition Enhancement Program (FMNEP) and Senior Farmers' Market Nutrition Program (SFMNP).
14. Provide such information as the NMDOH FMNP shall require for its periodic reports to USDA, Food and Nutrition Service (FNS).
15. Promptly notify the NMDOH FMNP office if farmer operations cease prior to the end of the authorization period.
16. Benefits may only be accepted at the authorized Farmers' Market locations. You may not accept them at roadside stands (unless you have a Roadside Stand Agreement with the NMDOH FMNP) or at any other locations off authorized market grounds.
17. The FMNP, FMNEP, SFMNP and the farmer understand that each market may have their own rules and regulations in determining who may sell at that market.
18. A Farmer suspected of, and/or, violating USDA, FMNP, FMNEP or SFMNP rules and regulations will be investigated by the NMDOH. A farmer who is found in violation(s) of USDA, WIC FMNP, FMNEP or SFMNP rules and regulations will be subject to disciplinary action as deemed appropriate to the nature and severity of the violation(s).
19. A Farmer that is disqualified from the FMNP, FMNEP or SFMNP may not participate at any authorized Farmers' Market during the disqualification period.

20. The FMNP, FMNEP or SFMNP may deny payment to the Farmer for improperly redeemed benefits or may establish a claim for payments already made on improperly redeemed benefits.
21. The Farmer may appeal a decision that adversely affects the Farmer except the expiration of this agreement. The appeal procedure is detailed in the Farmers' Market Nutrition Program Manual.
22. If any benefits are rejected and/or returned by the bank due to incorrect Farmer bank information, the NMDOH FMNP will not pay rejected and/or returned benefits or bank charges incurred by Farmer
23. FMNP, FMNEP and SFMNP benefits will have an internal software stop date of November 29th at 5:00 p.m., no other transactions will be allowed to be processed.
24. Farmer agrees to abide by all laws, regulations, policies and procedures governing the FMNP, FMNEP and SFMNP and understands that violation of such provisions may result in sanctions, criminal penalties, or both. Farmer acknowledges that any and all losses shall be the sole responsibility of the Farmer and that under no circumstances shall the State FMNP, FMNEP and SFMNP Office be held liable for any such losses.
25. Farmer acknowledges and understands that the provisions of state and federal law concerning the FMNP, FMNEP and SFMNP regulations, policies and procedures promulgated pursuant to such laws are incorporated into this agreement by reference.

IMPORTANT!

A Farmer who commits fraud or abuse of the program is liable to prosecution under State, Federal, and Local law. Farmers and/or Farmers' Markets who willfully misapply, steal, or fraudulently obtain program funds shall be subject to fines of up to \$10,000 (ten thousand dollars), or imprisonment for up to five years, or both. If such funds, assets, or property are the value of \$100 (one hundred dollars) or less, the fine is not more than \$1,000 (one thousand dollars) and imprisonment is for not more than one year, or both.

By signing this agreement (page 2) the Farmer represents that all produce subject to this agreement was produced locally by him/her or a family member. In compliance with USDA, FNS federal regulations at 7 CFR Part 248 and NMDOH Farmers' Market Nutrition Program regulations and policies incorporated herein by reference, the Farmer signature indicates acceptance of the terms and conditions of this written agreement. Neither the FMNP, FMNEP, SFMNP, the Farmer and/or the Farmers' Market have an obligation to renew the agreement. The FMNP, FMNEP, SFMNP, the Farmer and/or the Farmers' Market may terminate the agreement after providing advance written notification of at least 15 days.

New Mexico WIC & Senior Farmers Market Program

E-FMNP FARMER ACCEPTANCE DOCUMENT

All Farmers, Farm and Roadside stand farmers, must complete this form to be able to accept the electronic benefits, due to vouchers are no longer issued

Is this request for an Approved Farmer or a New Farmer? <input type="checkbox"/> Returning Approved Farmer <input type="checkbox"/> New Farmer				
Name of main Farmers Market selling from	Farmer's Name	Farmer ID		
Farmers contact number (including area code)	Email Address			
Farm location (full address)	City, State, Zip Code			
Mailing Address	City, State, Zip Code			
Choice of Payment to the Farmer (please choose one of the below)				
<table border="1"><tr><td><input type="checkbox"/> Direct Deposit If this box is checked, an ACH document will be sent to you for completion on or around May 2022</td><td><input type="checkbox"/> Check If this box is checked, please make sure your mailing address is correct</td></tr></table>			<input type="checkbox"/> Direct Deposit If this box is checked, an ACH document will be sent to you for completion on or around May 2022	<input type="checkbox"/> Check If this box is checked, please make sure your mailing address is correct
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