APPENDIX B - FOR INFORMATIONAL PURPOSES ONLY
DOES NOT NEED TO BE COMPLETED AS PART OF HIP VENDOR APPLICATION

HIP Retailer Agreement 2027-2028

HIP Retailer Agreement

Instructions: This electronic form will serve as the HIP Retailer Agreement with the Massachusetts Department of Transitional Assistance (DTA) for 2027-2028. Choose your business name from the list below and press the Next Button to continue.

Instructions: Read the text below and agree to the terms in each section. Press the Next Button to continue.

Eligibility and Regulations

USDA Food and Nutrition Administration (FNA) Retailer Status

The vendor must maintain active status with FNA as a SNAP and HIP-eligible retailer. Eligible retailer types include Direct Marketing Farm, Farmers Market, Nonprofit Buying Cooperative, Delivery Route, or Fruit and Vegetable Specialty Vendor. The vendor shall notify DTA immediately in writing if it loses such status.

*If the vendor loses and then regains SNAP authorization status with FNA in the same retailer category, DTA will determine eligibility for HIP reauthorization on a case-by-case basis. In very limited cases, with permission from DTA, businesses whose FNA retailer type has changed may remain eligible for HIP.

HIP Retailer Status

If the vendor wishes to suspend HIP processing for more than nine months while maintaining HIP retailer status, the vendor must obtain prior DTA approval in writing. For any suspension of greater than one week, the vendor must update their retailer status on DTAFinder.com.

SNAP Retailer Regulations

The vendor and employees must follow all federal SNAP retailer regulations, including, but not limited to, 7 CFR §§ 278.1, 278.2, and 278.6.

HIP Retailer Rules

The vendor and employees must adhere to all HIP retailer rules.

Civil Rights

In accordance with Federal Civil Rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Massachusetts civil rights and anti-discrimination laws are also applicable to participating HIP vendors and employees.

Respectful Treatment of Participants

The vendor must treat all program participants with dignity, respect, and professionalism. The vendor may not discriminate against, shame, stigmatize, harass, or otherwise treat a person differently because they receive SNAP, HIP, or other public benefits. The vendor must provide the same level of courtesy and customer service to program participants as to other customers and must take reasonable steps to ensure that its employees, volunteers, and representatives do the same.

Failure to meet this requirement may result in corrective action, suspension, or termination from the program, consistent with applicable program rules and procedures.

Good Standing

Vendors must be in good standing with the Commonwealth to participate in HIP. This includes being a registered entity with the Secretary of State's office and being in good standing with the Commonwealth of Massachusetts. Vendor attests that they can provide upon request a Certificate of Good Standing, which can be obtained for free using the Massachusetts Department of Revenue MassTaxConnect service at https://mtc.dor.state.ma.us/mtc/

I Agree

Communications/Training

Communications

The vendor must regularly monitor an active email address to receive timely updates and communications about HIP. The vendor shall respond to DTA email, phone, and written communications in a timely manner.

Vendor Contact Information

The vendor shall timely provide DTA with updated contact information.

Location Information

The vendor shall register all HIP sales locations on DTAFinder.com and maintain accurate location information on the site at all times. The vendor is required to update the site within 1 week of any changes to its sales locations. If there are no changes, the vendor shall log in to DTAFinder.com at least once every 90 days to confirm location accuracy.

HIP Trainings

The vendor shall participate in all mandatory HIP trainings.

Future Enhancements

DTA is continuously seeking ways to improve and innovate its HIP program. Vendors are required to implement and adhere to future innovations and modifications to the HIP program.

I Agree

Sales

Signage/Advertising

The vendor shall post clear signage with DTA's HIP logo at each public HIP point of sale.

Customer Complaints

The vendor shall cooperate with DTA to appropriately resolve HIP customer complaints.

Return of Produce

HIP purchases are eligible for refunds. Alternatively, if a customer wishes to return an item for which they received a HIP benefit, the vendor may exchange that item for another HIP-eligible item of equal value.

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Eligible items

Retailers are responsible for maintaining their own inventory classification systems to document, monitor, and maintain the items that are eligible for HIP. Retailers are responsible for ensuring that only eligible items earn HIP incentives.

I Agree

Reporting And Evaluation

Reporting Obligations

The vendor shall notify DTA in writing of any changes in the following information within seven (7) calendar days:

- Business name or FNA number
- Contact person
- Name, email address, or telephone number
- HIP location(s) or availability

Evaluation and Program Monitoring

The vendor shall participate fully in HIP evaluation activities, including but not limited to surveys, interviews and site visits. Visits may be scheduled in advance or conducted without prior notice to support observation of program operations and the customer experience as they occur in practice.

I Agree

Protecting Customer Information

You must keep any customer or Commonwealth information you receive through HIP private and secure.

This means you must:

- Only access or use information when needed for program business.
- Protect personal, payment, and account information from unauthorized access or sharing.
- Safely store and dispose of records that contain personal information.
- Follow required security standards when sending or storing information electronically.
- Tell DTA right away if information is lost, shared, accessed, or used improperly.

Examples could include:

- A customer’s name, phone number, email, or home address when it appears with information, or could reasonably reveal, that the customer uses SNAP or HIP.
- A customer's EBT card number, account information, or transaction information.
- A CSA sign-up list showing which customers receive SNAP or HIP.
- Screenshots, receipts, emails, or reports that contain customer EBT information.
- Information a customer shares while asking for help with a SNAP/HIP transaction.
- Transaction voucher slips.

Do not:

- Leave customer lists or receipts where the public can see them.
- Share a customer's SNAP/HIP status with other customers or vendors.

- Email or text sensitive customer information unless the approved method is secure.
- Keep photos or screenshots of EBT cards or SNAP customer information on a personal phone.
- Throw paperwork containing personal information, including transaction vouchers, into regular trash without properly destroying it first.
- Send information about a SNAP customer electronically except through secure email methods.

Vendors must also implement reasonable safeguards to maintain program integrity for SNAP, including but not limited to routinely inspecting POS devices to ensure skimming or other benefit theft instruments have not been installed and adhering to retailer conduct standards established in federal regulations.

Vendors must report suspected fraud by calling the DTA Fraud Hotline at 833-602-9247 or by emailing DTA.ReportFraud@mass.gov.

Protection of Commonwealth Data, Personal Data and Information

The vendor certifies that all steps will be taken to ensure the security and confidentiality of Commonwealth of Massachusetts data for which the vendor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under M.G.L. c. 93H and c. 66A and other applicable state and federal privacy requirements. The vendor shall comply with M.G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The vendor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable Standard prescribed by DTA Vendors with access to credit card or banking information of customers certify that the vendor is PCI compliant in accordance with the Payment Card Industry Council Standards. The vendor shall immediately notify DTA in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the vendor shall cooperate fully with DTA and provide access to any information necessary for DTA to respond to the security breach and shall be fully responsible for any damages associated with the vendor's breach.

I Agree

Legal

Assignment

No liability, responsibility, obligation, duty or interest under this Agreement may be assigned, delegated, assumed or transferred, in whole or in part.

Applicable Laws

The vendor shall comply with all applicable state laws and regulations including, but not limited to, the Massachusetts General Laws and the Official Code of Massachusetts Regulations.

Risk of Loss

The vendor shall bear the risk of loss for any vendor supplies, equipment or other materials used in the performance of being a HIP vendor.

I Agree

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Agreement Terms

Modification of Terms

DTA may modify this agreement at any time. The modification shall be effective upon reasonable notice to the vendor.

Noncompliance

If DTA determines that a vendor is out of compliance with any terms of the Agreement, DTA will take necessary action to bring the vendor into compliance, up to and including temporary suspension of HIP processing. Continued noncompliance may result in termination.

Term; Termination

This agreement is effective as of the date agreed to by the vendor and shall continue in effect until termination of the Agreement in accordance with this section, except that the confidentiality obligations shall survive termination of the Agreement. The vendor may terminate the Agreement upon 30 days written notice to DTA, at which point the vendor shall no longer be authorized to participate in HIP. DTA reserves the right to terminate the agreement upon reasonable notice for any reason and upon immediate notice if in its judgment the vendor has violated any of the provisions of the Agreement or in the absence of HIP funding.

I Agree

Signature

This portion will serve as your signature. A copy of this agreement is available upon your request.

Full Name *
Enter your answer

Email Address *
Enter your answer

Phone Number *
Enter your answer