For official use only: Market ID #: _____

WIC CVB, WIC Farmers Market Nutrition Program (WIC FMNP) & Senior Farmers Market Nutrition Program (SFMNP)

MARKET AGREEMENT APPLICATION
2026

Instructions for completing the WIC CVB, WIC-FMNP & Senior FMNP agreement application:
Visit our website under "Resources for Markets". If more than one market location, fill out the first two pages of the agreement application for each location.
Send complete application via email at FMNPTeam@doh.wa.gov (preferred method)
Or via fax at 360-236-2320
If you have questions or want to request a printed copy of the application, contact us via email at FMNPTeam@doh.wa.gov or call 1-800-841-1410

This AGREEMENT is between the Washington State Department of Health (Department) and the following Farmers Market:

Market info:

Market name:		
Market representative name (signature authority):		
Market organization E-mail:		
Website address: www.		
Market phone number: ( ) -		
Market mailing address:	City:	
	Zip:	County:
Market physical address:	City:	
	Zip:	County:
Market business address:	City:	
	Zip:	County:

(Check all days that the market is open and enter the hours of operation in corresponding boxes):

Days of the Week	Start Time *(i.e.9:00 am)*	End Time *(i.e.1:00 pm)*	Closed
Monday			☐
Tuesday			☐
Wednesday			☐
Thursday			☐
Friday			☐
Saturday			☐
Sunday			☐

(State the date the market opens and the last day the market closes in 2025. Or you can check the box if your market operates year-round.)

First market day *(5/12/2026)*: _____ Last market day *(10/27/2026)*: _____ Operates year-round ☐
How many years has this market been in operation? _____ years
Is 2025 your first season in operation? ☐ Yes ☐ No

Any additional information, if necessary:

_____

Is the market authorized to accept EBT for Food Stamps (SNAP benefits)? ☐Yes ☐No
Is the market authorized to accept Debit/Credit cards? ☐Yes ☐No
Is the market offering a SNAP matching/incentive program? ☐Yes ☐No
Is the market offering FMNP matching funds? ☐Yes ☐No
Is the market a member of the Washington State Farmers Market Association? ☐Yes ☐No

Manager Information: *

Market Manager	Assistant Manager
Name:	Name:
E-mail:	E-mail:
Phone number: ( )	Phone number: ( )

Are you a new market manager for FMNP? ☐ Yes ☐ No
Have you received FMNP training before? ☐Yes ☐No
If yes, which year _____ and by whom _____?

***** For more information, see WAC 246-780-020

List five growers that sell at your market (Per WAC 246-780-020) who qualify for authorization, or have worked with FMNP in the past:

Grower Name:	Farm Name
Grower Name:	Farm Name
Grower Name:	Farm Name
Grower Name:	Farm Name
Grower Name:	Farm Name

BACKGROUND

The purpose of the United States Department of Agriculture Food and Nutrition Service (USDA-FNS) Farmers Market Nutrition Programs is to "provide resources in the form of fresh, nutritious, unprepared, locally grown fruits, vegetables and herbs from farmers markets and farm stores to women and children who are nutritionally at risk and who are participating in the Special Supplemental Nutrition Program for Women, Infants and Children (WIC FMNP) as well as qualified low-income seniors through the Senior Farmers Market Nutrition Program (Senior FMNP)". The purpose is also to expand the awareness, use of CVB's, WIC FMNP and Senior FMNP benefits at farmers markets and farm stores.

The Department of Health (DOH), hereafter known as (Department) administers the WIC CVB and FMNP. The Revised Code of Washington (RCW) 43.70.700, authorizes the Department to participate in WIC FMNP in compliance with 7 CFR § 248. The Department of Social and Health Services (DSHS) administers Senior FMNP. The general authority of the DSHS to serve senior adults and administer the Senior FMNP is in compliance with 7 CFR § 249.

Under an Interagency Agreement, the Department conducts the contracting, monitoring, and training activities for markets and growers for both programs. DSHS retains responsibility for distribution and reimbursement of Senior FMNP benefits. DSHS coordinates with the Department if DSHS discovers a Senior FMNP violation or requires anything from a grower or market for the purposes of the Senior FMNP program. The Department and DSHS affirm that the Department is fully responsible for the administration of authorized market and authorized grower agreements for both WIC CVB, FMNP and Senior FMNP. The Department will administer all grower or market violations and appeals, regardless of whether the violation arises under WIC FMNP or Senior FMNP.

WIC provides a WIC Cash Value Benefit (CVB) to participants for the purchase of fresh fruits and vegetables as part of their food package. Historically, the CVB benefit has allowed WIC participants to purchase these fruits and vegetables at authorized WIC vendors (grocery stores). This benefit can now be accepted at authorized farmers markets and farm stores by authorized growers.

THEREFORE, the Parties agree as follows:

1. **EFFECTIVE DATE AND PERIOD OF PERFORMANCE:**
    a. The effective date of this agreement and subsequent amendments, if any, is the date of execution. The date of execution is the last date of signature of the parties to this agreement.
    b. The period of performance is from the date of execution, and expires midnight December 31, 2026, unless sooner terminated as provided for by this agreement.
    c. This agreement may not exceed three years from day of execution.
    d. Neither the State agency nor the farmers market has an obligation to renew the agreement. Either the State agency or the farmers market may terminate the agreement for cause after providing advance written notification.
    e. If funds for the FMNP from any source are withdrawn, reduced, or limited in any way during the term of this agreement, the Department may suspend performance of the agreement as an alternative to termination by giving notice of suspension and its effective date to contractor. During the period of suspension, the contractor shall not accept CVB's and FMNP and SFMNP benefits. If the Department determines funding is sufficient to resume the agreement, the Department shall provide notice that the suspension has ended. The contractor shall resume program transactions in conformance with the agreement. The period of suspension does not change the expiration date of the agreement.

2. **DEFINITIONS.** Any term not defined in this section has the meaning defined by 7 CFR § 248.2, 7 CFR § 249.2, 7 CFR § 246.2 or Chapter 246-780 WAC. If not specifically defined, the term has its ordinary meaning.

    "Agreement" means this written legal document that binds the contractor and the Department to its designated terms and conditions.

    "Applicant" means any grower, person representing a grower, or growers reapplying for authorization, requesting authorization to participate in the WIC CVB, FMNP and SFMNP program by submitting a completed application for authorization and all corresponding documentation.

    "Authorized "or "**authorization,**" means an applicant that has met the selection criteria and has been issued a signed agreement with the Department allowing participation in the WIC CVB, FMNP and SFMNP.

“Authorized Farm Store” means a location at the site of agricultural production which is owned, leased, rented, or sharecropped, and operated by a grower, where the grower sells produce directly to consumers.

“Authorized Farmers Market” means an assembly of five or more authorized growers at a defined fixed location who have the purpose of selling their produce directly to consumers.

“Authorized Grower” means an individual who grows a portion of the produce that he/she sells at a farmers market or farm store.

“CFR” means the Code of Federal Regulations.

“Contractor” means the association, organization, or individual that has entered into this agreement.

“Cut herbs” means fresh herbs with no medicinal value that are not potted.

"CVB” means Cash Value Benefits, a WIC food instrument used by a participant to obtain fresh fruits and vegetables.

“Department” or “DOH” means the Washington State Department of Health.

“Direct deposit” means the electronic transfer of payment directly from the account of the payer to the recipient’s account.

“Disqualification” means terminating the agreement of an authorized farmers market for noncompliance with WIC CVB, FMNP and SFMNP requirements.

“**DSHS”** means the Department of Social and Health Services.

“e-FMNP” means electronic Farmers Market Nutrition Program, meaning the electronic benefits of fresh fruits, vegetables and cut herbs for WIC and Senior participants.

“Eligible foods” means locally grown, unprocessed (except for washing), fresh, nutritious fruits, vegetables, and cut herbs.” “Eligible foods” has the same meaning as defined in 7 CFR §§ 248.2 and 249.2. Locally produced honey is an eligible food but only for SFMNP participants.

“Employee” means any person who operates under the direction of a market or grower, regardless of whether the person receives compensation.

“FMNP” means the WIC Farmers Market Nutrition Program.

"Food instrument" means a WIC program voucher, check, coupon, electronic benefit transfer (e-FMNP card or QR Code), or other document which is used to obtain authorized foods.

“Grower” means an individual who grows a portion of the produce that he/she sells at a farmers’ market or farm store that entered into this agreement.

“High-risk” means vendors (growers, farm stores, roadside stands, or markets) that are identified as having a high potential for agreement violations and/or abuse of the program.

“Locally grown” means Washington grown or grown in an adjacent county of Idaho or Oregon.

“Market” means any farmers market where the grower conducts sales.

“Market manager” means an individual designated by farmers market management, or board members, who is responsible for overseeing the market and authorized growers’ participation in the FMNP.

“Participant” means a senior, woman, infant, or child receiving WIC CVB, FMNP, or SFMNP benefits.

"Participant access" means the ability of WIC CVB, FMNP or SFMNP participants to purchase eligible foods, with consideration made to factors including, but not limited to, geography, population density, and participant dietary needs, as determined by the Department.

"QR Code" means Quick Response code used to read participants benefits on the Senior FMNP card or sticker added to the e-WIC card for WIC participants.

"SFMNP" means the Senior Farmers Market Nutrition Program administered by the Department of Social and Health Services.

"Split Tender Transaction" means any grower must allow the participant to pay the difference when a WIC CVB, FMNP, or SFMNP transaction exceeds the value of the WIC CVB, FMNP, or SFMNP benefit.

"**Suspension"** means the immediate stoppage in FMNP payments to a grower or market as a result of ongoing non-compliance with program requirements or lack of federal funding.

"Validating" means scanning the QR Code from participants for e-FMNP, SFMNP benefits or CVB's from their cards. Validating the e-FMNP, SFMNP, and CVB's benefits means the benefits are:

- Redeemed by a WIC CVB, FMNP, or SFMNP participant during the FMNP and SFMNP season and WIC CVB's year-round while growers have eligible produce available.
- Participant presents the card/QR code to the grower when they are ready to complete their purchase.
- Grower authenticates to Farm Market Direct portal using a smart device.
- Grower uses smart device to scan QR code. The participant's account is identified by the QR code.
- The grower allows the participant to enter their PIN (for CVB and FMNP) and date of birth for SFMNP.
- Participants will be given one QR code to access either WIC FMNP or WIC CVB benefits at point of sale.
- Grower enters price of purchase.

"Vendor" means the association, organization, or individual that has been authorized by the Department to enter into this agreement.

"WAC" means the Washington Administrative Code.

"WIC" means the federally funded Special Supplemental Nutrition Program for Women, Infants, and Children.

"WIC FMNP" means the WIC Farmers Market Nutrition Program administered by the Department of Health.

"WIC FMNP or SFMNP participant or customer" is a collective term meaning any person who is eligible for and has been issued FMNP benefits for either the WIC FMNP or the SFMNP. This agreement will use WIC FMNP participant or SFMNP participant to indicate where a provision applies to only one of the programs.

"WIC & SFMNP Benefits" means a negotiable financial instrument issued by the FMNP to participants to purchase eligible foods. Also known as "WIC & SFMNP benefits".

3. **PROGRAM REQUIREMENTS.** The Contractor and all contracted markets shall comply fully with the following program requirements throughout the agreement period:
    a. All provisions contained in this document and future amendments, if any;
    b. 7 CFR § 248 (WIC FMNP federal regulations);
    c. 7 CFR § 249 (Senior FMNP federal regulations);
    d. Washington Administrative Code (WAC) 246-780; and
    e. All federal and state laws, policies, and procedures.

4. **THE CONTRACTOR SHALL:**
    a. Accept training and technical assistance on WIC CVB, FMNP, and SFMNP requirements and procedures from Department staff.
    b. Provide in person training to authorized growers, market employees, and volunteers on WIC CVB, FMNP, and SFMNP requirements including, but not limited to eligible foods, benefit redemption procedures, civil rights requirements, and the complaint process.

c. Be accountable for the actions of authorized growers and market employees.
d. Agree to be monitored for compliance with WIC CVB, FMNP, and SFMNP requirements and cooperate with the Department during monitoring.
e. Report suspected non-compliance, or non-compliance with, WIC CVB, FMNP, and SFMNP requirements.
f. Ensure the market:
    i. Complies with the civil rights requirements of 7 CFR § 248.7 and 7 CFR § 249.7;
    ii. Complies with the farmers market management requirements of 7 CFR § 248.10, 7 CFR § 249.10, and WAC 246-780-022;
    iii. Meets the selection criteria listed in WAC 246-780-020 throughout the period of performance for this agreement;
    iv. Designates an on-site market manager for each market subject to this agreement;
    v. Trains its on-site market manager(s) on WIC CVB, FMNP, and SFMNP requirements and procedures;
    vi. Provides such information as the State agency may require for its periodic reports to USDA-FNS;
g. Ensure growers:
    i. Redeem WIC CVB's, FMNP, and SFMNP transactions for eligible foods only;
    ii. Display the "WIC & Senior Farmers Market Benefits Welcome Here" sign in a place clearly visible to participants;
    iii. Provide eligible foods at the current price or less than the current price charged to other customers;
    iv. Comply with the requirements of WAC 246-780-028;
    v. Can correctly process split tender transactions;
    vi. Can correctly validate CVB's, FMNP, and SFMNP benefits through the Farm Market Direct portal using a smart device.
    vii. Don't collect sales tax on FMNP benefit purchases [7 CFR 248.10(b)(2)(i)].
    viii. Don't seek restitution from FMNP recipients for benefits not paid by the State agency [7 CFR 248.10(b)(2)(ii)].
    ix. Don't issue cash change for purchases that are in an amount less than the value of the FMNP benefits. [7 CFR 248.10(b)(2)(iii)].
h. Offer WIC CVB, FMNP, and SFMNP customers the same courtesies as other customers.
i. Safeguard and keep confidential WIC and SFMNP participants' information obtained in providing services under this agreement.
j. Contact the Department immediately if there is a change in the market manager, location of the market, contact information for the market, or if the market ceases operation prior to the end of the period of performance.
k. Assure compliance with the nondiscrimination provision of 7 CFR § 248.7, CFR § 249.7, and the Washington State Civil Rights Act chapter 49.60 RCW.

5. THE DEPARTMENT SHALL:

a. Operate the WIC CVB, FMNP, and SFMNP in accordance with the requirements of 7 CFR § 248, 7 CFR § 249, WAC 246-780 and this agreement.
b. Cooperate with DSHS in administration of the SFMNP.
c. Assign identification numbers to authorized farmers markets, farm stores, and growers.
d. Provide the Contractor with market reports listing authorized growers.
e. Provide in-person training to market managers who have not previously participated in the program.
f. Provide WIC CVB, FMNP, and SFMNP materials explaining program requirements to growers and market managers.
g. Contract with local WIC agencies to distribute CVB's and WIC FMNP benefits to WIC participants. DSHS retains responsibility for distribution of SFMNP benefits.
h. Ensure prompt payment of valid CVB's, FMNP, and SFMNP benefits.
i. Establish monitoring priorities based on high-risk criteria (the high-risk list criteria is listed below).

#	Criteria For Markets
1	New Market
2	New Market Manager(s)
3	New Location
4	No response to Updates to requests
5	5 Growers or Less
6	Contract violation from the previous monitor
7	High redemption
8	Low redemption
9	Received Complaint during the current contract period

j. Monitor high-risk authorized Farmers Markets, to ensure they follow WIC CVB, FMNP, and SFMNP rules.
k. Provide technical assistance to farmers markets, farm stores, and growers on how to comply with program rules, regulations, and procedures.
l. Notify farmers markets, farm stores, and growers of any program violations that are subject to sanctions.
m. Sanction farmers markets, farm stores, and growers that violate WIC CVB, FMNP, or SFMNP requirements.

6. VIOLATIONS, ENFORCEMENT AND SANCTIONS

The Contractor may be disqualified for WIC CVB, FMNP, or SFMNP abuse or violation of program requirements. The Contractor can be prosecuted for program fraud or abuse under applicable federal, state, or local laws, but the Contractor is not liable for fraud committed by individual farmers participating at the market. The Department maintains no obligation to reinstate a contractor's authorization after disqualification. The Department may impose sanctions for WIC CVB, FMNP, and SFMNP abuse or violations of program requirements in accordance with the attached Sanction Table.
The Department may disqualify a Grower, Farmers Market, Farm Store or Roadside Stand who commits abuse of WIC CVB, FMNP, and SFMNP under 7CFR248.10(b)(5).

A farmers market which commits fraud or engages in other illegal activity is liable to prosecution under applicable Federal, State, or local laws.

Expiration of a contract or agreement with a farmer, farmers market or roadside stand, and claims actions under 7 CFR § 248.20, are not appealable.

7. APPEALS

a. An authorized farmers market or an applicant may administratively appeal any Department actions that are subject to appeal in conformance with WAC 246-780-060(5) and signed by the protesting or authorizing agent.
b. The request must be made by mail in conformance with WAC 246-780-060(6) and be postmarked within twenty-eight (28) days of the date the market received the Department's notice.

c. The following actions are not subject to administrative appeal:
    i. Validity or appropriateness of selection criteria or limiting criteria;
    ii. Validity or appropriateness of WIC CVB, FMNP, and SFMNP customer access determinations;
    iii. Duration or expiration of the Agreement.
d. The Department's Adjudicative Service Unit will give the Market adequate notice of the scheduled time and location for the hearing.
e. The Market has the right to appeal a denial of an application to participate, a disqualification, or a sanction by the State agency.
f. When the action being appealed is suspension or disqualification, the Grower, Farm Store, or Roadside stand, if any, shall stop accepting and validating WIC CVB, FMNP, and SFMNP benefits in accordance with WAC 246-780-040(3), 7 CFR § 248.16 and § 249.16. The Department is not liable for payment of any WIC CVB, FMNP, and SFMNP benefits submitted by a grower for payment during a period of suspension or disqualification.

8. **TERMINATION.** Either Party may terminate the Agreement for cause or at will upon thirty (30) days advance written notice. Contractor shall send termination notices made by the Contractor to the FMNP Coordinator. The period of performance is from the date of execution and expires midnight December 31, 2026, unless sooner terminated as provided for by this agreement. Either the State agency or the market may terminate the agreement for cause after providing advance written notification. Neither the State agency nor the market has an obligation to renew the agreement.

9. **ORDER OF PRECEDENCE.** In the event of an inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
    a. Applicable federal and state statutes and regulations.
    b. This agreement.
    c. Any other provisions of the agreement whether incorporated by reference or otherwise.

10. **SEVERABILITY.** If any provision on this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement. Which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

11. **CONFLICT OF INTEREST**. If the Department determines a violation of Chapter 42.52 RCW, the Ethics in Public Service Act, or any similar statute, concerning this agreement, the Department may terminate this agreement and pursue any other remedies available to it at law or under this agreement.

The contractor has read, understands, and agrees to comply with all the terms in this agreement. If the undersigned is representing an employer or non-profit organization, the undersigned has the authority to sign this agreement on behalf of the organization:

_____
Print Farmers Market Representative Name

_____ _____
Signature Farmers Market Representative Date

The undersigned represents the WIC FMNP and SFMNP and has the authority to sign this agreement on behalf of the Department of Health:

_____ _____
State of Washington Department of Health Signature Date

WIC Nutrition Program doesn't discriminate.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/ad-3027.pdf,, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. **fax:**
   (833) 256-1665 or (202) 690-7442; or
3. **email:**
   program.intake@usda.gov

This institution is an equal opportunity provider.
Washington WIC doesn't discriminate.

To request this document in another format, call 1-800-525-0127. Deaf or hard of hearing customers, please call 711 (Washington Relay) or email civil.rights@doh.wa.gov.

Washington State Department of HEALTH

PUBLIC HEALTH
ALWAYS WORKING FOR A SAFER AND HEALTHIER WASHINGTON

DSHS WASHINGTON STATE Department of Social and Health Services

Sanction Table	
Class 1 Violation	**Actions**
1. Failure to ensure that all authorized growers display the "WIC & Senior Farmers Market Benefits Welcome Here" sign.	Verbal warning and provide technical assistance.
2. Failure to have a current Market Report on market day.	Verbal warning and provide technical assistance.
3. Allowing unauthorized growers to accept CVB's, FMNP and SFMNP benefits.	Verbal warning and provide technical assistance.
4. Failure to notify the Department of a change in the market manager, the location of the market, or if the market ceases operation prior to the end of the authorization period.	Verbal warning and provide technical assistance.
5. Failure to train site manager on WIC CVB, FMNP and SFMNP regulations.	Verbal warning and provide technical assistance.
6. Failure to identify growers selling non-eligible foods.	Verbal warning and provide technical assistance.
7. Failing to provide documentation requested by the Department.	Verbal warning and provide technical assistance.
8. Refusing to validate or assist growers with validating WIC CVB, FMNP, and SFMNP benefits.	Verbal warning and provide technical assistance.
Class 2 Violation	**Sanction**
1. A second failure to correct a Class 1 violation.	Written notice of violation for Class 2 violation, and provide technical assistance
2. Failure to report a grower's violation of a program customer's civil rights.	Written notice of violation for Class 2 violation, and provide technical assistance
Class 3 Violation	**Sanction**
1. Failure to correct, or a second incidence of, a Class 2 violation.	Suspension or termination of the Agreement. The Department may also disqualify the Market from participation in WIC CVB, FMNP, and SFMNP.
2. A second failure to correct, or a third incidence of, a Class 1 violation.	Suspension or termination of the Agreement. The Department may also disqualify the Market from participation in WIC CVB, FMNP, and SFMNP.
3. Discriminating against a WIC CVB, FMNP, or SFMNP participant based on race, color, national origin, age, gender, or disability.	Suspension or termination of the Agreement. The Department may also disqualify the Market from participation in WIC CVB, FMNP, and SFMNP.
4. Abusive or hostile treatment of a WIC CVB, FMNP, or SFMNP participant.	Suspension or termination of the Agreement. The Department may also disqualify the Market from participation in WIC CVB, FMNP, and SFMNP.
5. Failing to allow, comply with, or cooperate in the Department's inspections and monitoring.	Suspension or termination of the Agreement. The Department may also disqualify the Market from participation in WIC CVB, FMNP, and SFMNP.
6. Failing to provide documentation requested by the Department.	Suspension or termination of the Agreement. The Department may also disqualify the Market from participation in WIC CVB, FMNP, and SFMNP.
7. Continuing participation in WIC CVB, FMNP, or SFMNP during a period of suspension or disqualification.	Suspension or termination of the Agreement. The Department may also disqualify the Market from participation in WIC CVB, FMNP, and SFMNP.
8. Assisting an unauthorized grower in accepting CVB's, FMNP, or SFMNP benefits.	Suspension or termination of the Agreement. The Department may also disqualify the Market from participation in WIC CVB. FMNP and SFMNP.