



For official use only: Market ID #: _____

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

**MARKET AGREEMENT APPLICATION
2021-2023**

Instructions for completing the WIC & Senior FMNP agreement application:
If more than one market location, fill out the first two pages of the agreement application for each location.

You must submit the completed agreement application to:

FMNPTeam@doh.wa.gov or by mail at:

**Washington State Department of Health
WIC and Senior FMNP Coordinator**
PO Box 47886
Olympia, WA 98504-7886

If you have questions or want to request a printed copy of the agreement application 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>9:00 am</i>	End Time <i>1:00 pm</i>
<input type="checkbox"/> Monday		
<input type="checkbox"/> Tuesday		
<input type="checkbox"/> Wednesday		
<input type="checkbox"/> Thursday		
<input type="checkbox"/> Friday		
<input type="checkbox"/> Saturday		
<input type="checkbox"/> Sunday		

(State the date the market opens and the last day the market closes in 2021. Or you can check the box if your market operates year round.)

First market day (5/12/2021): _____ Last market day (10/27/2021): _____ Operates year-round

How many years has this market been in operation _____ years?
 Is 2021 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 (i.e. fresh bucks)? 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 Info:*

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 past (list their grower ID # if available):

Grower Name:	Farm Name	Grower ID #
Grower Name:	Farm Name	Grower ID #
Grower Name:	Farm Name	Grower ID #
Grower Name:	Farm Name	Grower ID #
Grower Name:	Farm Name	Grower ID #

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 WIC FMNP and Senior FMNP checks at farmers markets and farm stores.

The Department of Health (DOH), here after known as (Department) administers the WIC FMNP. The Revised Code of Washington ([RCW 43.70.700](#)), authorizes the DOH to participate in WIC FMNP in compliance with [7CFR § 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 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 checks. 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 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.

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, 2023, unless sooner terminated as provided for by this agreement. Neither Party has an obligation to renew this Agreement or enter into a new agreement for the same purpose.
- c. If funds for the FMNP from any source are withdrawn, reduced, or limited in any way during the term of this agreement, 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, contractor shall not accept FMNP checks. If Department determines funding is sufficient to resume the agreement, Department shall provide notice to or that the suspension has ended. The contractor shall resume FMNP 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.

“**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 FMNP.

“**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 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.

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

“Disqualification” means terminating the Agreement of an authorized farmers market for noncompliance with FMNP requirements.

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

“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 Farmers Market Nutrition Program. It is also used as a collective term to mean both the WIC FMNP and the SFMNP. This Agreement will use WIC FMNP or SFMNP to indicate where a provision applies to only one of the programs.

“FMNP participant” is a collective term meaning any person who is eligible for and has been issued an FMNP check 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.

“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.

“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.

“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 FMNP transaction exceeds the value of the FMNP check.

“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 stamping FMNP checks in the designated box with appropriate identification numbers. Validating the FMNP check means the checks are:

- Redeemed by an FMNP participant during the valid dates printed on the face of the check;
- Accepted by an authorized grower;
- Stamped by the grower or market manager with the identification number assigned by the Department;
- Deposited or cashed by the grower in a bank or other financial institution by the date identified on the check.

“Vendors” 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 & SFMNP Benefits” means a negotiable financial instrument issued by the FMNP to participants to purchase eligible foods. Also known as “WIC & SFMNP checks”.

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 FMNP requirements and procedures from Department staff.
 - b. Provide in person training to authorized growers, market employees and volunteers on FMNP requirements including, but not limited to eligible foods, check 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 FMNP requirements and cooperate with the Department during monitoring.
 - e. Report suspected of, or non-compliance with, FMNP requirements.
 - f. Ensure the market:
 - 1) Complies the civil rights requirements of [7 CFR §§ 248.7](#) and [7 CFR §§ 249.7](#);
 - 2) Complies with the farmers’ market management requirements of [7 CFR § 248.10](#), [7 CFR § 249.10](#), and [WAC 246-780-022](#);
 - 3) Meets the selection criteria listed in [WAC 246-780-020](#) throughout the period of performance for this Agreement;
 - 4) Designates an on-site market manager for each market subject to this Agreement;
 - 5) Trains its on-site market manager(s) on FMNP requirements and procedures;
 - 6) Provides the Department with requested information for periodic reports to USDA-FNS;
 - 7) Redeems FMNP benefits only for eligible foods;
 - 8) Validates all FMNP checks by stamping the appropriate box on the face of the check with the assigned market and growers ID identification numbers.
 - 9) Accepts FMNP benefits within the dates of their validity and timely submits them for payment;
 - g. Ensure growers:
 - 1) Sell only eligible foods in WIC & SFMNP transactions;
 - 2) Display the “WIC & Senior Farmers Market Benefits Welcome Here” sign in a place clearly visible to the FMNP participants;
 - 3) Provide eligible foods at the current price or less than the current price charged to other customers;
 - 4) Comply with the requirements of [WAC 246-780-028](#);
 - 5) Can correctly process split tender transactions;
 - 6) Can correctly validate FMNP checks by stamping the appropriate box on the face of the check with the assigned market and growers ID identification numbers.
 - h. Reimburse the Department for transacted FMNP checks in violation of this Agreement.
 - i. Offer FMNP customers the same courtesies as other customers.
 - j. Safeguard and keep confidential FMNP participants information obtained in providing services under this Agreement.
 - k. Contact the Department immediately if there is a change in the market manager, the location of the market, contact information for the market or if the market ceases operation prior to the end of the period of performance.

5. **THE DEPARTMENT SHALL:**
 - a. Operate the FMNP 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 FMNP materials explaining program requirements to growers and market managers.
- g. Contract with local WIC agencies to distribute WIC FMNP benefits to WIC participants. DSHS retains responsibility for distribution of SFMNP benefits.
- h. Ensure prompt payment of valid FMNP checks that are properly stamped and redeemed.
- i. Monitor authorized farmers markets, farm stores, and growers for FMNP compliance with FMNP regulations and this agreement.
- j. Provide technical assistance to farmers markets, farm stores, and growers on how to comply with program rules, regulations and procedures.
- k. Notify farmers markets, farm stores, and growers of any FMNP violations that are subject to sanctions.
- l. Sanction, farmers markets, farm stores, and growers that violate FMNP or SFMNP requirements.

6. NONCOMPLIANCE, ENFORCEMENT AND SANCTIONS

The Contractor may be disqualified for FMNP 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 FMNP abuse or violations of program requirements in accordance with the attached Sanction Table.

7. APPEALS

- a. An authorized farmers market or an applicant has a right to appeal denial of payment, denial of an application, monetary penalty or disqualification from the FMNP. Expiration or nonrenewal of the Agreement is not subject to appeal.
- b. FMNP appeal procedure are listed in [WAC 246-780-060](#).
- c. If the action being appealed is a disqualification of an authorized farmers market, the authorized farmers market must cease processing farmer's market checks for all authorized growers effective the date specified in the sanction notice. The Department is not liable for payment of any FMNP checks 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.

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 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, 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: [How to File a Complaint](#), 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:

Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

Email: program.intake@usda.gov

Fax: (202) 690-7442

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



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 FMNP checks.	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 FMNP 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 FMNP checks.	Verbal warning and provide technical assistance.
9. Allowing a grower to accept FMNP checks past October 31.	Verbal warning and provide technical assistance.
Class 2 Violation	Sanction
1. A second failure to correct a Class 1 violation.	Written notice of noncompliance for Class 2 violation and provide technical assistance
2. Failure to report a grower's violation of FMNP customer's civil rights.	Written notice of noncompliance for Class 2 violation and provide technical assistance
3. Exchanging cash for FMNP checks.	Written notice of noncompliance for Class 2 violation and provide technical assistance
4. Attempting to collect money from FMNP participants for FMNP checks not paid by the Department or DSHS.	Written notice of noncompliance for Class 2 violation and provide technical assistance
5. Accepting and/or validating FMNP checks outside of the valid dates printed on the face of the check.	Written notice of noncompliance 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 Agreement. The Department may also disqualify the Market from participation in FMNP.
2. A second failure to correct, or a third incidence of, a Class 1 violation.	Suspension or termination of Agreement. The Department may also disqualify the Market from participation in FMNP.
3. Discriminating against an FMNP participant based on race, color, national origin, age, gender, or disability.	Suspension or termination of Agreement. The Department may also disqualify the Market from participation in FMNP.
4. Abusive or hostile treatment of an FMNP participant.	Suspension or termination of Agreement. The Department may also disqualify the Market from participation in FMNP.
5. Failing to allow, comply with, or cooperate in the Department's inspections and monitoring.	Suspension or termination of Agreement. The Department may also disqualify the Market from participation in FMNP.
6. Failing to provide documentation requested by the Department.	Suspension or termination of Agreement. The Department may also disqualify the Market from participation in FMNP.
7. Continuing participation in FMNP during a period of suspension or disqualification.	Suspension or termination of Agreement. The Department may also disqualify the Market from participation in FMNP.
8. Assisting an unauthorized grower in accepting FMNP checks.	Suspension or termination of Agreement. The Department may also disqualify the Market from participation in FMNP.