

**FARMERS MARKET CONTRACT  
FOR  
WIC FARMERS MARKET NUTRITION PROGRAM AND  
SENIOR FARMERS MARKET NUTRITION PROGRAM**

- I. THIS AGREEMENT, is entered into by and between the State of Washington **DEPARTMENT OF HEALTH**, hereinafter referred to as “**DOH**”, the Department of Social and Health Services, hereinafter referred to as **DSHS**, and the **Name of FARMERS MARKET**, hereinafter referred to as the “**Contractor**”. All references to **DOH/DSHS** require joint action.
- II. The period of performance under this contract shall be **July 1, 2005 through December 31, 2010** or unless sooner terminated as provided herein. DOH/DSHS nor the Contractor has an obligation to renew this contract.
- III. Contractors authorized to participate in the United States Department of Agriculture (USDA) and Washington State Women, Infants and Children (WIC) Farmers Market Nutrition Program (FMNP) and Senior Farmers Market Nutrition Program (SFMNP) agree to follow all program requirements contained in 7 CFR 248, WAC 246-780 and this contract.

**IT IS, THEREFORE, MUTUALLY AGREED THAT:**

**IV. STATEMENT OF WORK**

**1. DOH/DSHS shall:**

- a. Operate the WIC FMNP in accordance with 7 CFR 248, and the SFMNP program procedures and requirements and this contract.
- b. The DOH and DSHS shall distribute to WIC FMNP clients and SFMNP participants a one-time benefit of WIC FMNP/ SFMNP checks, redeemable in \$2 increments at qualifying Farmers Markets. These WIC FMNP/ SFMNP checks are valid only if:
  - (1) Redeemed by the WIC client or SFMNP participant during the July 1 through October 31 FMNP season each year of the contract.
  - (2) Deposited in a financial institution by the Grower not later than November 15 of each year.
- c. Monitor participating growers and Farmers Markets for compliance with the WIC FMNP/ SFMNP requirements.
- d. Agree to provide technical assistance to participating growers and Farmers Markets.
- e. Sanction participating growers and Farmers Markets for violating WIC FMNP/ SFMNP requirements and notify the affected grower and/or market of any violations that require sanctions.

**2. The Contractor shall:**

- a. Authorize only Eligible Growers (as defined under V. Special Terms & Conditions, 1. Definitions) to accept WIC FMNP/ SFMNP checks.
- b. Provide DOH/DSHS with completed Grower Agreements that have been signed by the designated program coordinator and grower.

- c. Accept training on WIC FMNP/ SFMNP requirements, assist DOH/DSHS in training eligible growers and any Farmers Market employees with WIC FMNP/ SFMNP responsibilities.
- d. Safeguard any information concerning a WIC client or senior participant obtained in providing services under this agreement as required by Chapter 42.17 RCW and Chapter 70.02 RCW, as well as all other applicable federal and state statutes and regulations.
- e. Be held accountable for the actions of growers and any Farmers Market or Growers' employees while providing food, services, and related activities.
- f. Agree to designate a program coordinator to validate each WIC FMNP/ SFMNP check by marking the appropriate space with the assigned market/grower identifier.
- g. Agree to provide DOH/DSHS with any information it has available which the Contractor or DOH/DSHS deems necessary to track the impact of the WIC FMNP/ SFMNP on the Farmers Market.
- h. Provide such information as DOH/DSHS may require for annual reports to United States Department of Agriculture, Food and Nutrition Service (USDA-FNS).
- i. Assure that WIC FMNP/ SFMNP checks are redeemed only by authorized growers and within program dates.
- j. Refuse to validate any WIC FMNP/ SFMNP checks from ineligible growers.
- k. Assure authorized growers display a sign provided by DOH or DSHS stating they are authorized to redeem WIC FMNP/ SFMNP checks.
- l. Assure that WIC FMNP/ SFMNP checks are redeemed only for eligible foods.
- m. Provide eligible foods at the current price or less than the current price charged to other customers.
- n. Offer, and assure WIC FMNP/ SFMNP customers receive the same courtesies as other customers.
- o. Agree to be monitored and cooperate with staff from DOH/DSHS in monitoring for compliance with program requirements.
- p. Report any suspected abuse of or non-compliance with WIC FMNP/ SFMNP requirements and cooperate in any monitoring or investigation.
- q. Assure no sales tax on WIC FMNP/ SFMNP checks purchases is collected.
- r. Assure that no cash change for purchases that are in an amount less than the value of the WIC FMNP/ SFMNP check(s) is issued.
- s. Assure that no WIC FMNP/ SFMNP checks are used to purchase foods from other growers, pay for market fees, or other business costs.
- t. Reimburse DOH/DSHS for any WIC FMNP/ SFMNP checks transacted in violation of this agreement.
- u. Not seek restitution from WIC FMNP/ SFMNP customers for WIC FMNP/ SFMNP checks not paid by DOH/DSHS.

- v. Notify DOH/DSHS when and if any authorized grower or Farmers Market ceases operation prior to the end of the authorization period.
- w. Assure compliance with the requirements of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the nondiscrimination provisions of USDA regulations as provided in 7 CFR 248.

## V. SPECIAL TERMS AND CONDITIONS

1. **DEFINITIONS** - As used throughout this contract, the following terms shall have the meanings set forth below:
  - a. **“Authorized”** shall mean grower and/or Farmers Market has met selection criteria and signed an agreement with the Department signifying eligibility to participate in the WIC FMNP/ SFMNP.
  - b. **“Brokers”** shall mean those individuals or businesses who exclusively sell produce grown by others.
  - c. **“Contractor”** shall mean a farmers market who has a signed contract with the Department to participate in the Farmers Market Nutrition Program.
  - d. **“Department”** shall mean the Department of Health and the Department of Social and Health Services.
  - e. **“Disqualification”** shall mean the act of ending the participation of an authorized food grower and/or market from the WIC FMNP/ SFMNP.
  - f. **“Eligible Foods”** shall mean locally grown, unprocessed (except for washing), fresh fruits, vegetables and cut herbs.
  - g. **“Eligible Grower”** shall mean any individual or business who grows a portion of the produce they sell in exchange for WIC FMNP/ SFMNP checks at Washington State authorized Farmers Markets, and who has executed a Grower Agreement.
  - h. **“FMNP Abuse”** (as defined within WAC 246-780-010) shall include but not be limited to:
    - (1) Providing cash, unauthorized food, nonfood items, drugs, alcohol or other items to WIC customers or SFMNP participants in lieu of or in addition to authorized WIC FMNP/ SFMNP foods;
    - (2) Charging the WIC FMNP/ SFMNP or WIC FMNP/ SFMNP customer for foods not received by the customer;
    - (3) Charging the WIC FMNP/ SFMNP more for authorized foods than other customers are charged for the same food item;
    - (4) Providing rain checks or credit to customers in a WIC FMNP/ SFMNP transaction;
    - (5) Charging WIC customers or SFMNP participants cash or giving change to customers in a WIC FMNP/ SFMNP transaction;
    - (6) Validating and/or redeeming WIC FMNP/ SFMNP checks without having authorization from the Department;
    - (7) Collecting a sales tax on WIC FMNP/ SFMNP purchases;
    - (8) Seeking restitution from WIC FMNP/ SFMNP customers for WIC FMNP/ SFMNP checks not paid by the Department;
    - (9) Accepting and/or validating WIC FMNP/ SFMNP checks outside of the program dates.
  - i. **“Farmers Market”** shall mean an association of five or more local growers who assemble for the purpose of selling their produce directly to consumers.

- j. **“Locally Grown”** shall mean Washington grown or grown in an adjacent county in a border state.
- k. **“SFMNP”** shall mean the Senior Farmers Market Nutrition Program administered by the United States Department of Agriculture, Food and Nutrition Services.
- l. **“Trafficking”** shall mean the prohibited buying or exchanging of WIC/Senior Farmers Market checks for cash, drugs, and/or alcohol.
- m. **“WIC”** shall mean the federally funded Special Supplemental Nutrition Program for Women, Infants, and Children.
- n. **“WIC FMNP”** shall mean the WIC Farmers Market Nutrition Program.

## 2. DISQUALIFICATION/SANCTIONS

- a. The Contractor may be subject to sanctions for any WIC FMNP/ SFMNP abuse or violation of program requirements. The sanction may include, any one or a combination of the following: (1) Disqualification not to exceed one year; (2) Reimbursement of funds; (3) Monetary penalty. DOH/DSHS may deny payment for improperly handled WIC FMNP/ SFMNP checks.
- b. DOH/DSHS shall notify the Contractor in writing, fifteen (15) calendar days prior to the disqualification effective date. DOH/DSHS maintains no obligation to reinstate a Contractor's authorization after disqualification. The Contractor must reapply to participate in the WIC FMNP/ SFMNP.
- c. A Contractor who commits fraud or abuse of the WIC FMNP/ SFMNP is liable for prosecution under applicable Federal, State or local laws.

## 3. NOTIFICATION OF ACTION

- a. When the Department denies an application to participate in the WIC FMNP/ SFMNP or denies an application to renew the contract, the denial shall be in writing. The notice shall state the basis for the denial.
- b. When the Department proposes to take an adverse action against a Contractor or grower with whom the Department has a contract, the Department shall give the respective Contractor or grower a written notice. The notice shall: (1) State the cause for the action; (2) State the effective date of the action; (3) State the procedure for requesting an appeal; and (4) Be provided to a Contractor or grower not less than fifteen (15) calendar days in advance of the effective date of the action.

## 4. APPEALS

- a. Any adverse action that affects participation except for contract expiration, may be appealed within twenty-eight (28) calendar days of notification. A request for appeal must be in writing, signed by the protesting party or authorizing agent and shall contain: (1) The issue raised; (2) The grounds for contesting the aggrieving Department action; (3) The law, facts and conditions on which the appeal relies; (4) The appellant's current address and telephone number, if any; and the name and address of the appellant's attorney or other representative, if any; and (5) A copy of the adverse Department notice attached.
- b. A request for an appeal shall be made by personal service or by regular mail to the Department of Health, Office of Professional Standards, 2413 Pacific Avenue, PO Box 47872, Olympia, WA 98504-7872.
- c. If the action being appealed is a disqualification of an authorized WIC FMNP/ SFMNP Contractor, that Contractor shall cease validating WIC FMNP/ SFMNP checks for all grower(s) participating in the market

effective the date specified in the sanction notice. If the action being appealed is a disqualification of an authorized grower, the Contractor shall cease validating check(s) for the grower who has been notified of the adverse action effective on the date specified in the sanction notice. Payments shall not be made for any WIC/Senior Farmers Market checks submitted by a grower for payment during a period of disqualification.

**5. TERMINATION**

Any of the parties, hereto, shall have the right to terminate upon submission of a written notice to the other parties thirty (30) calendar days in advance. Termination notices from the Contractor shall be addressed to the DOH/DSHS Farmers Market Nutrition Program, PO Box 47886, Olympia, WA 98504-7886.

**6. ORDER OF PRECEDENCE**

In the event of an inconsistency in this contract, 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. Special Terms and Conditions.
- c. General Terms and Conditions.
- d. Statement of Work.
- e. Any other provisions of the contract whether incorporated by reference or otherwise.

**ALL WRITINGS CONTAINED HEREIN**

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF**, the undersigned have affixed their signatures in execution thereof.

\_\_\_\_\_  
Farmers Market Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
State of Washington Department of Health Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
State of Washington Department of Social and Health Services Signature

\_\_\_\_\_  
Date

This Document Has Been Approved As To Form By The Attorney General, May 29, 1997