



State Agency Farmers' Market/Farmstand/Farmer Agreement

AGREEMENT

Between State of Alaska – DHSS and Farmers'
Market/Farmstand/Farmer:

Farmer No. _____ (If Applicable)

This agreement is entered into by and between the State of Alaska, Department of Health and Social Services (AK DHSS) and the Farmers' Market/Farmstand/Farmer named above to participate in the United States Department of Agriculture (USDA) and the Alaska State Farmers' Market Nutrition Program (FMNP), Senior Farmers' Market Nutrition Program (SFMNP), and WIC Program.

The duration of this agreement shall be for the **2010** Farmers' Market season of June 1 through November 30, 2010 unless terminated earlier as provided below. All Farmers' Market/Farmstand/Farmer must deposit all coupons/vouchers at their banks by November 30, 2010 at the latest. WIC Fruit and Vegetable Vouchers (FVVs) have more stringent requirements and must be deposited by WIC Farmers' Market/Farmstand/Farmer within 60 days from the first "Valid Date" printed on the FVV.

Senior Farmers' Market/Farmstand/Farmer must ensure that their coupons are received by the assigned payment agency by November 30, 2010 at the latest. All reimbursements of SFMNP coupons must be processed by the assigned payment agency by December 31, 2010.

It is the purpose of this agreement to:

1. Provide locally grown, fresh fruits, vegetables, and herbs for currently eligible WIC women and children, and eligible senior citizens in areas where the Senior FMNP is offered.
2. Expand customer base and use of farmer's markets where consumers can buy direct from the grower.

It is therefore mutually agreed that:

1. The Farmers' Market/Farmstand/Farmer shall furnish the necessary personnel and services and otherwise do all things necessary for, or incidental to, the performance of conditions set forth below.
2. The Farmers' Market/Farmstand/Farmer authorized to participate in the USDA WIC Program, FMNP, and Senior FMNP agrees to all of the following conditions and rules.

Definitions:

AK DHSS stands for Alaska Department of Health and Social Services. This is also sometimes referred to as the State Agency throughout this document.

Compliance Buy means a covert, on-site investigation in which a representative of the WIC Program, FMNP and/or SFMNP poses as a participant, parent or caretaker of an infant or child participant, or proxy, transacts one or more food instruments (FIs) or FVVs, and does not reveal

during the visit that he or she is a WIC Program, FMNP and/or SFMNP representative.

Coupon means a coupon, food instrument (FI), warrant, voucher, or other negotiable financial instrument by which benefits under the WIC Program, FMNP, and SFMNP are transferred to recipients.

Days means calendar days.

Eligible Foods (FMNP and SFMNP) means fresh, nutritious, unprepared, **locally grown**, WIC approved fruits, berries, vegetables and herbs for human consumption. Eligible foods may not be processed or prepared beyond their natural state except for usual harvesting and cleaning processes. Dried fruits and vegetables, honey, maple syrup, cider, juices, nuts, seeds, eggs, meat, cheese and seafood are examples of foods not eligible for purposes of the FMNP and SFMNP.

Eligible Foods (FVVs) means any combination of WIC approved fresh fruits and vegetables. They do not have to be grown in Alaska. This includes whole or cut varieties. They may not have any added sugars, fats or oils. Edible blossoms or flowers, herbs or spices, fruit leathers or fruit rollups, white potatoes, vegetable-grain or fruit-nut mixtures, dried fruits and vegetables, canned or dried mature legumes, honey, maple syrup, cider, juices, nuts, seeds, eggs, meat, cheese and seafood are examples of foods not eligible for purposes of the FVV.

Employee Fraud and Abuse means the intentional conduct of a State, local agency or clinic employee which violates WIC Program, FMNP and/or SFMNP regulations, policies, or procedures, including, but not limited to, misappropriating or altering FIs or FVVs, entering false or misleading information in case records, or creating case records for fictitious participants.

Farmer means an individual authorized to sell eligible fruits and vegetables to participants at a farmers' market or farmstand. Individuals who exclusively sell produce grown by someone else, such as wholesale distributors, cannot be authorized to participate in the FMNP and SFMNP. For purposes of this agreement, this includes the term "Farmer" as defined in WIC Farmers' Market Nutrition Program (FMNP), 7 C.F.R. § 248.2, and Seniors FMNP, 7 C.F.R. § 249.2, and in Special Supplemental Nutrition Program for Women, Infants and Children (WIC), 7 C.F.R. § 246.2.

Farmers' market means an association of local farmers who assemble at a defined location and scheduled time for the purpose of selling their produce directly to consumers.

Farmstand means a location at which a single, individual farmer sells his/her produce directly to the consumer. This is in contrast to a group or association of farmers selling their produce at a farmers' market.

FMNP stands for Farmers' Market Nutrition Program.

Fruit and Vegetable Voucher (FVV) means a fixed-dollar amount (for example, \$6, \$10, or \$15) check, voucher, electronic benefit transfer (EBT) card or other document which can be used only to obtain authorized fruits and vegetables.

Local Agency means any nonprofit entity or local government agency which issues FMNP/SFMNP coupons and FVVs, and provides nutrition education and/or information on operational aspects of the FMNP, SFMNP, and FVVs to participants.

Locally grown means produce grown only within Alaska borders. Under no circumstances can produce grown outside of Alaska be considered eligible for the FMNP and SFMNP.

Participants means pregnant women, breastfeeding women, postpartum women, infants and children who are receiving supplemental foods or FIs or FVVs under the WIC Program, FMNP and/or SFMNP and the breastfed infants of participant breastfeeding women.

Participant Violation means any intentional action of a participant, parent or caretaker of an infant or child participant, or proxy that violates Federal or State statutes, regulations, policies, or procedures governing the WIC Program, FMNP, and SFMNP. Participant violations include intentionally making false or misleading statements or intentionally misrepresenting, concealing, or withholding facts to obtain benefits; exchanging **FVVs**, FIs or supplemental foods for cash, credit, non-food items, or unauthorized food items, including supplemental foods in excess of those listed on the participant's FI; threatening to harm or physically harming clinic, **farmer** or vendor staff; and dual participation.

Proxy means any person designated by a woman participant, or by a parent or caretaker of an infant or child participant, to obtain and transact FIs or **FVVs** or to obtain supplemental foods on behalf of a participant. The proxy must be designated consistent with the State agency's procedures established pursuant to § 246.12 (r) (1). Parents or caretakers applying on behalf of child and infant participants are not proxies.

Senior citizen participant means eligible low-income seniors age 60 and over.

SFMNP stands for Senior Farmers' Market Nutrition Program.

USDA stands for United States Department of Agriculture.

WIC stands for Special Supplemental Nutrition Program for Women, Infants and Children.

The State of Alaska, Department of Health and Social Services shall:

1. Distribute to each eligible WIC participant a one-time benefit of farmers' market coupons totaling \$25, (in \$5.00 increments,) that may be redeemed only at qualifying farmers' markets or farmstands between June 1 and October 31.
2. Distribute to each eligible Senior citizen participant farmers' market coupons totaling \$25, (in \$5.00 increments,) that may be redeemed only at qualifying farmers' markets or farmstands between June 1 and October 31.
3. Distribute to each eligible WIC participant a monthly benefit of fruit and vegetable vouchers (in \$6.00, \$10.00, or \$15.00 increments,) that may be redeemed at qualifying farmers' markets or farmstands between June 1 and October 31.
4. Assure payments (to authorized farmers) of valid farmers' coupons and fruit and vegetable vouchers deposited at the bank.
5. Assure payments (to authorized farmers) of valid senior farmers' coupons received by the appropriate Local Senior Agency.
6. Provide training to farmers' market managers/farmstands/farmers.
7. Provide "WIC and Senior FARMERS' MARKET COUPONS and Fruit and Vegetable Vouchers (FVV) Welcome Here!" signs for the farmers participating in the WIC Program, FMNP, and SFMNP.
8. Deny payment to a farmer for improperly redeemed coupons and FVVs and/or demand

reimbursement for payments already made on improperly redeemed coupons and FVVs.

The Farmers' Market representative shall:

1. Provide WIC, FMNP, and Senior FMNP information and training to farmers requesting authorization to participate in these programs.
2. Provide the AK DHSS with the location and scheduled dates and hours of market operation.

The Farmers' Market representative/Farmstand operator shall:

1. Be located in an area where the Local WIC Agency and/or Local Senior Agency is able to provide the necessary services required to administer the WIC Program, FMNP, and SFMNP.
2. Be located in an area that serves enough eligible WIC, FMNP, and SFMNP participants to justify the need for the farmers' market or farmstand.
3. Be open for a minimum of four hours on at least one day a week.
4. Include enough authorized farmers participating in the market or if a farmstand, enough variety and quantity of produce to meet the demand of eligible WIC, FMNP, and SFMNP participants in the area it serves.

The Farmers' Market representative/Farmstand operator/Farmer shall:

1. Accept training on WIC Program, FMNP, and Senior FMNP procedures and provide training to any employees with WIC Program, FMNP, and Senior FMNP responsibilities on such procedures.
2. Assure that WIC FMNP and Senior FMNP coupons and Fruit and Vegetable Vouchers (FVVs) are redeemed only after receiving a copy of this agreement, a farmer number stamp, and an annual decal to display verifying that s/he is authorized to participate in the 2010 WIC Program, FMNP, and SFMNP.
3. Accept WIC FMNP and Senior FMNP coupons and Fruit and Vegetable Vouchers (FVVs) only at this or other FMNP and Senior FMNP authorized farmers' markets or farmstands.
4. Display the "**WIC Farmers' Market, Senior Farmers' Market Coupons and Fruit and Vegetable Vouchers (FVVs) Welcome Here!**" sign during the market days when selling eligible produce.
5. Assure that WIC FMNP and Senior FMNP coupons and Fruit and Vegetable Vouchers (FVVs) are redeemed only for eligible, unprocessed, fresh, fruits, vegetables and herbs. FVVs have more stringent guidelines for eligible foods. Refer to the definitions for eligible foods on page two of this agreement.
6. Accept WIC FMNP and SFMNP coupons and FVVs only within the valid market dates of June 1 through October 31, 2010. WIC FVVs are issued on an ongoing basis and must be redeemed within the "valid dates" printed on the FVV.
7. Provide customers with the full amount of produce for the value of each coupon, no change given.
8. Allow WIC, FMNP, and SFMNP clients to pay the difference if the total of their fruit and vegetable purchase is over the amount printed on the coupon or FVV. Clients may use any payment method offered to other customers, including cash, check, credit or debit card, or Food Stamps EBT card.
9. Allow WIC, FMNP, and SFMNP clients to combine multiple coupons and/or FVVs in a single transaction.
10. Not charge sales tax in conjunction with any coupon or FVV transaction, except for any portion that exceeds the amount printed on the coupon or FVV.
11. Assure that the "Farmer's Number" is stamped in the appropriate area on the coupon/FVV before redeeming it.
12. Deposit WIC Farmers' Market coupons and FVVs at their banks by November 30, 2010 at the latest. WIC FVVs have more stringent requirements and must be deposited by farmers within 60 days from the first "Valid Date" printed on the FVV.

13. Assure that SFMNP coupons are received by the assigned payment agency by November 30, 2010 at the latest. Request reimbursement of SFMNP coupons within 30 days of receipt.
14. Provide equitable treatment of Alaska State WIC, FMNP, and SFMNP customers, including the availability of produce that is of the same quality and no greater price as that sold to other customers.
15. Provide the AK DHSS with any information it has available which the Farmers' Market or AK DHSS deems necessary to track the impact of the WIC FMNP, Senior FMNP, and FVVs on the market or farmstand, including information required for annual reports to the USDA, Food and Nutrition Services.
16. Comply with applicable state and federal regulations pertaining to Civil Rights and Nondiscrimination.
17. Cooperate with AK DHSS staff in monitoring for compliance with WIC Program, FMNP, and SFMNP procedures.
18. Be accountable for actions of farmers or employees in the provision of foods and related activities.
19. Pay the AK DHSS for any WIC FMNP and Senior FMNP coupons and FVVs transacted in violation of the agreement.
20. Not seek restitution from WIC, FMNP, and SFMNP participants for coupons or FVVs not paid or partially paid by AK DHSS.
21. Safeguard WIC, FMNP, and Senior FMNP participant information.
22. Notify the AK DHSS when and if a farmers' market/farmstand/farmer ceases operation prior to the end of the authorization period.

Any violation of these rules may result in the AK DHSS disqualifying the farmers' market/farmstand/farmer from the program. The farmers' market/farmstand/farmer may be subject to sanctions in addition to, or in lieu of, disqualification. The AK DHSS shall notify the farmers' market/farmstand/farmer in writing 30 calendar days prior to the disqualification effective date.

A Farmers' Market/Farmstand/Farmer who commits fraud or abuse of the Alaska State Farmers' Market Nutrition Program, Senior Farmers' Market Nutrition Program, or WIC Program is subject to prosecution under applicable federal, state or local regulations. Farmers' market/farmstand/farmer disqualification or any other adverse action that affects participation may be appealed within 30 calendar days of notification. All appeals must be in writing, and addressed to: Alaska State WIC Farmers' Market Program Coordinator, 130 Seward Street, Room 508, Juneau, Alaska 99801. Expiration of contract and monetary claims action is not subject to appeal.

The Alaska State Farmers' Market Nutrition Program maintains no obligation to reinstate a farmers' market/farmstand/farmer agreement after disqualification. The farmers' market/farmstand/farmer understands that they may reapply to participate in the program as stipulated in the disqualification notification.

Any of the parties to this agreement shall have the right to terminate the agreement with 30 days notice upon submission of a written notice to the other parties. Termination notices or other correspondence from the farmers' market/farmstand/farmer shall be addressed to:

Alaska Farmers' Market Nutrition Program
Department of Health and Social Services
Division of Public Assistance
Family Nutrition Programs-WIC
130 Seward Street, Room 508
Juneau, Alaska 99801

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:

1. Applicable federal and state statutes and regulations.
2. Special Terms and Conditions.
3. Any other provisions of the agreement whether incorporated by reference or otherwise.

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.

In witness whereof, the undersigned have affixed their signatures in execution thereof.

**FARMERS' MARKET/
FARMSTAND/FARMER
REPRESENTATIVE**

**ALASKA DEPARTMENT OF
HEALTH AND SOCIAL SERVICES**

Signature

Signature

Name

Name

Title

Title

Date

Date

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer.

Return the completed application, agreement, and banking information form to:

*Alaska Farmers' Market Nutrition Program
Department of Health and Social Services
Division of Public Assistance
Family Nutrition Programs-WIC
130 Seward Street, Room 508
Juneau, Alaska 99801*