



SID MILLER, COMMISSIONER

**ADDENDUM TO  
FARMERS' MARKET NUTRITION PROGRAM  
AGREEMENT BETWEEN  
THE TEXAS DEPARTMENT OF AGRICULTURE AND**

**[INSERT NAME OF CE]**

## **I. PARTIES**

The parties to this Addendum are the Texas Department of Agriculture (hereafter, TDA or Department), an agency of the State of Texas, and the [insert name of CE] (hereafter, CE or Contracting Entity), collectively referred to as the "Parties."

## **II. PURPOSE**

The Parties have entered into an Agreement to administer the WIC Farmers Market Nutrition Program (hereafter, FMNP) in Texas. This Addendum addresses the Parties' roles and responsibilities as they pertain to the "[insert name of FMA] (hereafter, FMA or Farmers Market Association)."

Typically, TDA requires three tiers of legal agreements with/through Contracting Entities operating the FMNP: (1) agreement between TDA and the Contracting Entity; (2) agreement between the Contracting Entity and the Farmers' Market Association; and (3) Farmer Profile Agreements completed by each farmer member of the Farmers' Market Association.

The CE owns and fully operates and controls the FMA. The CE has executed the agreement as a Contracting Entity with TDA. As the sole owner and operator of the FMA, this specific set of circumstances does not lend itself to the CE also executing an agreement between itself and the FMA under its own control. To that end, this Addendum clarifies the Parties' roles and responsibilities for this specific set of circumstances.

## **III. ADDENDUM DOCUMENTS**

This Addendum incorporates by reference the FMNP Agreement between the TDA and the CE.

## **IV. DUTIES OF TDA**

TDA hereby agrees to:

- Adhere to all rights and responsibilities as articulated in the Agreement between the parties.

## **V. DUTIES OF THE CONTRACTING ENTITY AND FARMERS' ASSOCIATION**

The CE/FMA hereby agrees to:

- Adhere to all rights and responsibilities as articulated in the Agreement between TDA and CE;
- Process all valid FMNP vouchers upon proper submission of the State of Texas FMNP Purchase Voucher within thirty (30) days of CE's receipt of any voucher, with the exception of an absolute voucher filing deadline of December 15<sup>th</sup> of each Program Year. Vouchers are for a one-time benefit, numbered sequentially, issued in \$30.00 increments, and are to be issued to qualifying FMNP participants for redemption at qualifying farmers' markets. Vouchers are worth \$6.00 each and are issued in booklets with five (5) vouchers with a total value of \$30.00.
- Acknowledge that vouchers may be deemed invalid for payment for any of the following reasons:
  - Request for payment from CE to TDA is postmarked after December 15<sup>th</sup> of the applicable Program Year.
  - The FMNP voucher has been accepted before or after the "Dates of Use" printed on the FMNP voucher.
  - Unauthorized foods, non-food items, and/or cash have been issued in exchange for the FMNP voucher.
  - The voucher is accepted for less than its face value.
  - The FMNP vendor number is missing from the voucher or determined by TDA to be forged or improperly altered.
- Train staff on FMNP requirements and offer training and technical assistance as needed.
- Ensure confidentiality of applicant and participant information and only share confidential applicant and participant information on a need to know basis for operation of the FMNP pursuant to the provisions of 7 CFR § 246.26.
- Comply with the Civil Rights and non-discrimination requirements of the USDA as codified in 7 CFR § 248.7; in particular, to ensure that no FMNP participant shall be excluded from participation in, or denied the benefits of, the FMNP on the basis of race, color, national origin, sex, disability, or age. Pursuant to 7 CFR § 248.7, USDA "determined that the WIC data collection effort is sufficient to fulfill the racial/ethnic data collection requirement for the FMNP." Therefore, the CE is not required to collect additional racial/ethnic data.
- Acknowledge that this Addendum is not transferable and does not constitute a license or a property interest.
- Ensure that farmers set up market(s) at locations hitherto scheduled and agreed unless the CE receives at least 15 days' notice of a market cancellation.
- Provide only fresh, nutritious, unprepared fruits and vegetables grown by a farmer in Texas, New Mexico, Oklahoma, Arkansas, or Louisiana. Fruits and vegetables allowed under the FMNP are identified in the list of eligible fruits and vegetables provided by TDA.
- Ensure that individual farmers prominently display a sign stating that they are authorized to redeem FMNP vouchers and that individual farmers display prices for FMNP eligible foods.
- Assign each farmer a numerical designator as a vendor identification measure. This vendor number is to be entered by the farmer on the prescribed lines on the front of each FMNP voucher redeemed by that farmer. A stamp may be used for this purpose.
- Accept only valid FMNP vouchers. A valid voucher will state the "Dates of Use."

- Remain accountable for actions of farmers and employees in the use of FMNP vouchers or provision of authorized foods.
- Accept FMNP vouchers only during the valid period printed on the face of the voucher.
- Enter the date on the FMNP voucher as the day on which the voucher was accepted in exchange for food.
- Provide fruits and vegetables to FMNP participants that are of the same quality and cost charged as that sold to other customers. Charging a higher price for eligible foods than that charged to other customers for the same foods may result in sanctions, up to and including termination of the Agreement between TDA and [insert name of CE].
- Offer FMNP participants the same courtesies as offered to other customers.
- Submit vouchers/claims for reimbursement of FMNP vouchers in the manner prescribed by TDA no later than the last day to redeem vouchers as stated on the face of the voucher. The FMA is responsible for the safe delivery of FMNP vouchers and claims to the CE for payment.
- Ensure that farmers participating in the FMNP actually grow some of the FMNP eligible foods to sell at market. Persons who exclusively sell produce grown by someone else, or purchased at a terminal or grocery store, may not participate in the FMNP.
- Ensure that when farmers sell both FMNP eligible and ineligible produce, the ineligible produce is displayed separately and marked as not eligible for FMNP purchases.
- Do not redeem FMNP vouchers for less than their value and do not provide cash change for purchases.
- Do not charge sales tax on purchases made with FMNP vouchers.
- Do not bill or attempt to collect from FMNP participants any charges from any FMNP vouchers submitted to TDA for reimbursement but not paid by TDA.
- Indemnify and hold harmless TDA as well as officers, agents and employees of TDA from all claims, losses or suits accruing or resulting from personal injury caused by a defect, and/or illegal tampering with foods purchased with FMNP vouchers.
- Enter into a written agreement with each farmer within the FMA that is participating in the FMNP. Submit a copy of the FMA agreement with each farmer to TDA.
- Maintain a Farmers' Redemption List.
- Obtain written approval from TDA for all market locations where FMNP vouchers will be accepted prior to the acceptance of such vouchers at these locations. Submit a schedule of the FMA's market dates, times and location(s).
- Notify TDA if any farmer or farmers' market ceases operation prior to the end of the authorization period.
- Notify TDA of any market cancellation at least 15 days before market day.
- Abide by FMNP policies included in the Agreement between TDA and the CE, and all revisions made to the FMNP policies through written notice that are incorporated into that Agreement by reference.

## VI. TERM

This Addendum shall take effect upon signature of both parties, and shall expire on December 31, 2027, unless terminated earlier as provided for in the Agreement.

**VII. FORCE AND EFFECT**

Except as amended herein, this Addendum shall remain in force and effect throughout its term.

**VIII. EFFECTIVE WHEN EXECUTED**

This Addendum is not effective unless and until it is signed by authorized representatives of TDA and the CE.

**IX. NO WAIVER**

The Parties agree that the execution of this Addendum does not waive any requirements of the Agreement, or any other independent benefits, right, remedy, or other claim whether legal or equitable.

Accepted and agreed:

TEXAS DEPARTMENT  
OF AGRICULTURE

\_\_\_\_\_  
[Contracting Entity]

BY: \_\_\_\_\_  
Lena Wilson  
Assistant Commissioner  
Food & Nutrition

BY: \_\_\_\_\_  
CE Authorized Representative Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_