

## WIC LOCAL AGENCY AGREEMENT

This Agreement is entered into between the state of Missouri on behalf of the **Missouri Department of Agriculture** (“MDA”) and the **City of Columbia, Missouri on behalf of the Columbia/Boone County Public Health and Human Services Department** (“Local Agency”) on the Effective Date.

1. **Purpose.** This Agreement is intended to provide a mutually agreed to framework under which the Local Agency will provide assistance to MDA to promote the Missouri WIC Farmers’ Market Nutrition Program (“MOFMNP”) in its community and assist MDA in administering MOFMNP grant funding.
  
2. **Definitions.** This Agreement incorporates by reference the definition for any term provided by 7 C.F.R. § 248.2. In addition, whenever terms listed below are used in this Agreement, the following definitions shall apply.
  - a. Appellant is a person or entity adversely affected by a decision that may be appealed pursuant to 7 C.F.R. § 248.16(a).
  - b. Authorized Farmer is an individual approved by MDA to accept Benefits.
  - c. Authorized Representative is an individual approved by MDA to perform Local Agency’s duties under this Agreement.
  - d. Benefits can be spent on Eligible Foods sold by an Authorized Farmer at a Farmers’ Market and/or Roadside Stand.
  - e. Benefits total twenty dollars (\$20) per eligible participant.
  - f. Effective Date is the date this Agreement is signed by MDA.
  - g. Eligible Recipient is an individual who is currently receiving benefits under WIC or who is on the waiting list to receive benefits from WIC excluding infants four (4) months of age or younger. The Eligible Recipient must reside within the service region of the corresponding Senior Farmers’ Market Nutrition Program and may not have been already issued WIC benefits from the Local Agency. For a map of service regions, please see Appendix K.
  - h. Local Agency is a local government agency or nonprofit entity which issues MOFMNP benefits and provides nutrition education and/or information on operational aspects of the MOFMNP.
  
3. **Agreement Term.** This Agreement is effective from the Effective Date until December 31, 2024. The Agreement shall automatically renew for one-year terms on January 1, 2025 and on January 1, 2026 unless the Agreement has been terminated before the renewal date pursuant to Section 17. This Agreement will terminate no later than December 31, 2026.
  
4. **Authorized Representatives.** Only Authorized Representatives may perform tasks for the Local Agency under this Agreement. MDA will provide training annually to Local Agency staff designated to perform tasks under this Agreement. MDA’s training shall include MOFMNP policies and procedures, Benefit distribution, recordkeeping requirements, and civil rights laws. MDA shall provide an attendance sheet to all Local Agency staff that attend the training session. Upon completion of the MDA training session, the Local Agency staff identified on that session’s attendance sheet shall be approved by MDA to perform tasks under this Agreement.

5. **Enrollment.** The Local Agency shall be responsible for enrolling Eligible Recipients in the MOFMNP.

- a. The Local Agency shall publish to its employees and local media outlets at least one notification about the MOFMNP, including program availability, rights and responsibilities, and the nondiscrimination statement.
- b. The Local Agency shall provide Benefits to all qualified individuals in the Eligible Recipient's household. Benefits are issued per qualified individual.
- c. The Local Agency will issue Benefits to Eligible Recipients in their area on a first come, first serve basis.

6. **Appeals.**

- a. MDA will consider any appeals allowed by 7 C.F.R. § 248.16(a).
- b. An Appellant must submit a written appeal to MDA c/o MDA MO S/FMNP Appeals, P.O. Box 630, 1616 Missouri Boulevard, Jefferson City, Missouri 65102.
- c. Appeals must be postmarked to MDA no later than thirty (30) days after the date MDA or the Local Agency issued the notice of adverse action.
- d. The written appeal submitted by the Appellant must set forth the specific reasons, supported by documentary evidence, demonstrating why the decision that adversely affected the Appellant is erroneous.
- e. Local Agency shall cooperate with MDA to gather and provide any information relating to any applicant or issue raised on appeal.
- f. MDA shall provide the Appellant with adequate advance notice of the time and place of a hearing. MDA may hold the hearing at the Local Agency or at another location designated by MDA. If the Appellant submits a request in writing or by telephone to reschedule the hearing at least twenty-four (24) hours before the original hearing, MDA shall reschedule the original hearing to a date of MDA's choosing. MDA is not required to reschedule the hearing more than once. The contact information for rescheduling the hearing will be included on the notice of hearing provided by MDA.
- g. MDA will provide the Appellant with the opportunity to present its case; to confront and cross-examine adverse witnesses; to be represented by counsel or, in the case of a participant appeal, by a representative designated by the participant, if desired; and to review the case record prior to the hearing.
- h. The MDA Director or his or her designee will serve as an impartial decision maker to hear and decide the Appellant's appeal. The impartial decision maker may be an MDA employee that does not administer the MO S/FMNP.
- i. MDA will provide written notification of the decision on the appeal within sixty (60) days from the date MDA received the Appellant's appeal.

7. **Benefits.** The Local Agency shall be responsible for issuing Benefits to Eligible Recipients.

- a. The Local Agency shall receive Benefits from MDA, verify receipt, and ensure security of the benefits.
- b. The Local Agency shall issue \$20 in Benefits to each Eligible Recipient, subject to availability of Benefits. Benefits are issued to Eligible Recipients from May 1

through September 30 in years in which the Agreement is in effect. WIC participants have until October 31<sup>st</sup> to redeem benefits with an authorized farmer.

- c. Benefits shall be issued to Eligible Recipients in the order in which their benefits were verified by the Local Agency.
- d. If the Local Agency has issued all Benefits, it shall put remaining Eligible Recipients on a waiting list in the order in which their applications were received and verified by the Local Agency. The waiting list shall include the name, address, and phone number of each remaining Eligible Recipient, and the date the Eligible Recipient was placed on the waiting list.
- e. At the time the Benefits are issued, the Local Agency shall provide the Eligible Recipient receiving the Benefits with a list containing the names and locations of Farmers' Markets and Roadside Stands with participating Authorized Farmers; instructions for how to redeem the Benefits; a list of Eligible Foods; Nutrition Education; and Eligible Recipients' Rights and Responsibilities.
- f. On or after July 31 in years in which the Agreement is in effect, MDA may request the Local Agency return a specified number of unissued Benefits to MDA. The Local Agency shall return any Benefits requested by MDA within five (5) business days.

8. **Lost or Stolen Benefits.** The Local Agency shall be responsible for reporting lost or stolen Benefits to MDA.

- a. The Local Agency shall instruct Eligible Recipients to notify the Local Agency when Benefits are suspected to have been lost or stolen.
- b. When the Local Agency learns that a Benefit is suspected to have been lost or stolen, the Local Agency shall immediately notify MDA by submitting a MOFMNP Lost or Stolen Benefits Report.
- c. Lost or stolen Benefits will not be replaced.

9. **Reports.** The Local Agency shall provide MDA with reports on MOFMNP participation.

- a. From May 1 through November 30 in years in which the Agreement is in effect, MDA will review issuance logs from the Local Agency, Local Agencies need to report of lost or stolen Benefits, and complaints that have been received.
- b. By November 30 in years in which the Agreement is in effect, the Local Agency shall provide a final report to MDA that includes the total number of WIC Recipients the Local Agency issued benefits and all demographic data that is recorded.

10. **Records Retention.** The Local Agency shall maintain all program records for a period of three (3) years. This includes, but is not limited to, all issuance logs, and the master participant spreadsheet.

11. **Nutrition Education.** The Local Agency shall provide Nutrition Education to Eligible Recipients on an individual or group basis, verbally or in writing, prior to issuing Benefits.

- a. This education shall emphasize:
  - i. The relationship of proper nutrition to good health.
  - ii. The importance of consuming fruits and vegetables.

iii. The use and nutritional value of MOFMNP Eligible Foods.

12. **Payment.** In exchange for the Local Agency's services performed under this Agreement, MDA shall compensate the Local Agency with a portion of any funds received from the United States Department of Agriculture ("USDA").

- a. MDA shall notify Local Agency of the base payment and Benefit redemption rate that MDA shall make to Local Agency for the upcoming MOFMNP year.
- b. Within sixty (60) days of receiving notice from USDA of a grant award, MDA shall transmit to Local Agency the base payment identified by MDA pursuant to Section 12(a).
- c. Within receiving the Local Agency's final report required by Section 9(b), MDA shall transmit to Local Agency the Benefit redemption payment, which shall be based on the number of Benefits the Local Agency distributed that were redeemed multiplied by the Benefit redemption rate identified by MDA pursuant to Section 12(a).

13. **Authorized Farmers.** MDA shall approve Authorized Farmers that may accept Benefits in the MO S/FMNP Approved Area. MDA will provide the Local Agency with a list of Farmers' Markets and Roadside Stands with Authorized Farmers that will be selling Eligible Foods. MDA will provide Authorized Farmers with an approved sign to display at their market booth at a Farmers' Market and/or Roadside Stand in the service territory of the local agency indicating they are approved to accept Benefits.

14. **Local Agency Eligibility.** The Local Agency certifies it is eligible to assist MDA with the MOFMNP because the Local Agency:

- a. Is registered with the Internal Revenue Service as a nonprofit organization or public governmental body.
- b. Complies with Title VI of the Civil Rights Act of 1964.
- c. Complies with Title IX of the Education Amendments of 1972.
- d. Complies with Section 504 of the Rehabilitation Act of 1973.
- e. Complies with the Age Discrimination Act of 1975.
- f. Complies with the USDA nondiscrimination regulations, applicable FNS instructions and the USDA Nondiscrimination Statement, which is set forth in Section 12.
- g. Complies with the Missouri Human Rights Act.
- h. Complies with MDA's nondiscrimination policy, a copy of which has been provided to the Local Agency by MDA.

15. **Compliance with Law.** Local Agency shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the performance of the Agreement.

16. **Nondiscrimination.** Local Agency agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Local Agency must display the "And Justice for All" poster, to be provided by MDA, at all locations where participant intake is administered. MDA and Local Agency agree to include the following statement from USDA on all MOFMNP brochures and publications. If the brochure or publication does not contain space for the full statement, MDA and Local Agency will include the statement, in font no

smaller than the smallest font on the brochure or publication, “This institution is an equal opportunity provider” in lieu of the full statement.

**USDA NONDISCRIMINATION STATEMENT:**

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/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.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:

mail:

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

fax:

(833) 256-1665 or (202) 690-7442; or

email:

Program.Intake@usda.gov

This institution is an equal opportunity provider.

17. **Termination.**

- a. MDA or the Local Agency may terminate this Agreement for any reason between December 1 and December 31, 2024 or between December 1 and December 31, 2025 by providing written notice to the other party. The Agreement shall not automatically renew pursuant to Section 3 if it has been timely terminated by either party.
- b. MDA may terminate this Agreement for cause at any time. For cause shall mean:
  - i. Local Agency commits a material breach of this Agreement, which breach is not cured within fifteen (15) days after written notice from MDA to the Local Agency.

- ii. Local Agency provides false reports or information to MDA personnel verbally or in writing.
- iii. Local Agency staff, including but not limited to Authorized Representatives, commit a crime involving dishonesty, breach of trust, or physical harm to any person.
- c. Local Agency may appeal any termination for cause pursuant to Section 6. MDA may suspend Local Agency from the MOFMNP and take other necessary remedial action until the appeal is decided.
- d. If MDA terminates the Agreement for cause, MDA may seek recovery from Local Agency for any amount paid to Local Agency pursuant to Section 12 and for any damages to MDA caused by Local Agency. Nothing herein shall constitute a waiver of sovereign immunity.

18. **Compliance Audit.** If the Agreement remains in effect, MDA shall conduct a biennial audit of Local Agency's performance under the Agreement. MDA's audit shall include, but not be limited to, evaluation of management, accountability, certification, nutrition education, financial management systems and Benefit management systems. If MDA conducts the audit before May 1 through November 30 a review of documents and procedural plans of the MOFMNP, rather than actual MOFMNP activities, is acceptable.

19. **Authorized Personnel.** Local Agency shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes, but is not limited to, the Illegal Immigration Reform and Immigrant Responsibility Act ("IIRIRA") and INA Section 274A.

20. **Applicable Law.** This Agreement shall be construed according to the laws of the State of Missouri.

21. **Complete Agreement.** This Agreement expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

22. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

23. **Modification.** Local Agency may make a written request to MDA to add or eliminate an Authorized Representative, modify an item in the approved budget, or make a change that affects reimbursement or program operation. Any such modification shall be effective only upon MDA's written approval. Any other change to this Agreement must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of MDA and Local Agency prior to the effective date of such modification. Local Agency expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the Agreement.

24. **Headings.** The headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

25. **Execution and Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

### **Assurance of Civil Rights Compliance**

The State Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex (including gender identity and sexual orientation), or disability, or reprisal or retaliation for prior civil rights activity be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the State Agency agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of

cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the State Agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the State Agency.

**Certification Regarding Debarment and Suspension**

The local agency certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this offer been convicted or had a civil judgment entered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local).

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**MISSOURI DEPARTMENT OF AGRICULTURE**

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**City of Columbia, Missouri**

*ll* BY: \_\_\_\_\_  
Signature

De'Carlton Seewood  
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Nancy Thompson, City Counselor/rw