

**NEBRASKA SENIOR FARMERS' MARKET NUTRITION PROGRAM
AND WOMEN, INFANTS, AND CHILDREN FARMERS'
MARKET NUTRITION PROGRAM**

AGREEMENT

BETWEEN

THE NEBRASKA DEPARTMENT OF AGRICULTURE

AND

**A NEBRASKA PRODUCE FARMER (OR A PRODUCE FARMER RESIDING IN ANY ONE OF
THE BORDER COUNTIES ADJACENT TO
NEBRASKA'S STATE LINES)**

The Senior Farmers' Market Nutrition Program (SFMNP) and Women, Infants and Children Farmers' Market Nutrition Programs (WIC FMNP) are congressionally authorized programs that are administered by the Nebraska Department of Agriculture (NDA) and the Nebraska Department of Health and Human Services (DHHS). They are jointly funded by the State of Nebraska and the U.S. Department of Agriculture (USDA), Food and Nutrition Service (FNS). Both Programs serve the dual purposes of providing fresh, nutritious, unprepared, locally grown foods for human consumption to nutritionally at risk, low-income seniors, women and children and stimulating the demand for produce sold at NDA certified produce stands.

This Agreement, between NDA and you (the produce farmer) sets forth the terms and conditions of the 2014 SFMNP and WIC FMNP. Participation in an interactive training session and signature on this written Agreement automatically enrolls you to participate in both Programs. This Agreement is valid for three (3) years and will expire at the end of the 2016 Program year. Neither you nor NDA has an obligation to renew this Agreement and either party may terminate it for cause after providing advance written notification to the other party. If there are any changes to either Program over the course of the three-year certification period, a letter and an *SFMNP and WIC FMNP Handbook* will be sent to you noting those changes. After 2016, you will need to attend another training session and enter into another Agreement with NDA to recertify.

The SFMNP and WIC FMNP are similar in nature and operate the same way. Therefore, Program rules including training, certification, eligible and ineligible food choices (except honey), proper coupon redemption procedures, certified vendor identification, guidelines for storing coupons safely, equitable treatment of participants, guidelines for canceling coupons, Civil Rights compliance, sanctions, disqualification, and appeal processes are identical to one another. As a certified vendor, you are allowed to accept any SFMNP or WIC FMNP coupons that are properly presented in exchange for eligible foods. Your certification for both Programs will expire at the end of the certification period.

As a certified farmer, you are guaranteed payment so long as you comply with Program rules. You are held accountable for understanding all procedures and rules of both Programs and are responsible for training all other persons who will be acting on their behalf at their farm stand(s). When handling SFMNP and WIC FMNP coupon transactions, you must follow certain federal and state regulations. Failure to comply with these rules will result in non-payment,

suspension, and/or disqualification from both Programs. Compliance with the following rules is required by all Nebraska SFMNP and WIC FMNP certified farmers.

- **Eligible Food Choices.** Only fresh, nutritious, unprepared, locally grown fruits, vegetables, herbs, (and honey for SFMNP) for human consumption may be purchased with SFMNP coupons. Honey is not an eligible food under the WIC FMNP. Eligible foods may not be processed or prepared beyond their natural state, except for the usual harvesting and cleaning processes. The term “locally grown” means product grown either in Nebraska or in a county adjacent to Nebraska’s border. There are no exceptions. As a certified SFMNP and WIC FMNP farmer, you must provide eligible foods at the current price or less than the current price charged to other customers. For a complete list of eligible foods, refer to the attachment entitled, "Eligible Food List."
- **Ineligible Food Choices.** Prohibited purchases with SFMNP and WIC FMNP coupons include, but may not be limited to:
 1. Grocery store purchases;
 2. Non-locally grown, fresh fruits, vegetables, herbs, and/or honey;
 3. Whipped, sugared, creamed, dried, flavored, fruited, pasteurized, or infused honey;
 4. Processed fruit or vegetable products, such as jams and jellies, popcorn, juices and ciders, and baked goods of any kind, including fruit pies and breads; and
 5. A partial list of other ineligible items, include dried fruits or vegetables, prunes (dried plums), raisins (dried grapes), sun-dried tomatoes, and dried chili peppers; potted fruit or vegetable plants; potted or dried herbs; wild rice; nuts of any kind (even raw); maple syrup; cider; seeds; eggs; meat; cheese; seafood; and (under the WIC FMNP only, honey).
- **Valid SFMNP and WIC FMNP Coupons.** SFMNP and WIC FMNP coupons may only be accepted for the purchase of eligible foods. SFMNP and WIC FMNP participants or their authorized representatives (or proxies) may purchase eligible items with their coupons. Coupons with missing signatures will not be accepted.
- **Void Dates.** As a certified farmer, you must adhere to the following dates:
 1. SFMNP and WIC FMNP coupons can be accepted from SFMNP and WIC FMNP participants or their authorized representatives (proxies) on or before the last valid date (October 31) of each Program year. Coupons cannot be accepted after this time. Coupons from previous years are invalid and cannot be used in exchange for produce.
 2. As a certified farmer, you must deposit all SFMNP and WIC FMNP coupons accepted during that Program season on or prior to November 30 in order to receive coupon redemption money.

- **Certified Farmer Identification.** While participating in the SFMNP and WIC FMNP, you are responsible for visibly posting your SFMNP/WIC FMNP certified farmer ID stall sign for the current Program year. This sign is used to identify you as a farmer who accepts SFMNP and WIC FMNP coupons. You will receive this sign from NDA. If your ID stall sign is lost or severely damaged, immediately report this to NDA, so a replacement may be issued. You are also responsible for appropriately entering your farmer's Program ID number on the face of each SFMNP and WIC FMNP coupon you deposit. The certification ID number may be entered either at the time of the sales transaction or at a later date, just so long as it is entered prior to the time the coupon is deposited.

The farmers' market(s) you participate in and the hours of operation must be posted on your SFMNP/WIC FMNP certified farmer ID stall sign. Lines will be provided on the ID stall sign that will allow you to write down the market(s) you participate in and the hours of operation for each one.

- **Storing SFMNP and WIC FMNP Coupons.** You will be responsible for safely storing any coupons in a secure location. A locked box or cash register is needed in order to meet this requirement.
- **Cancelling SFMNP and WIC FMNP Coupons.** You are also responsible for cancelling SFMNP and WIC FMNP coupons. There are two options for cancelling the coupons. The first option is handwriting your farmer identification number on the coupon. The second option is rubber stamping your farmer identification number on the coupon. Rubber stamps are available from NDA. In either of these options, your farmer identification number must legibly appear on the face of the coupon. Individual farmer vendor numbers are interchangeable and are the same for both Programs.
- **Payment.** You may deposit SFMNP and WIC FMNP coupons at any financial institution (bank, savings and loan, or credit union) by appropriately endorsing each coupon. A coupon presented for payment in which the \$3 amount payable has been altered will not be honored by the Programs' bank. Each transacted SFMNP and WIC FMNP coupon must contain a farmer identification number and shall be batched for reimbursement under that identifier. This is required in order for the coupons to be valid and available for redemption. A coupon will be void and not paid if the valid vendor certification ID number is not appropriately entered on the face of the coupon, is unreadable, or is missing. The coupon will also be void and not paid if the participant's signature (or authorized representative's signature) on the face of the coupon is missing, is not endorsed, or is deposited after November 30 of the current Program year.

A coupon may be resubmitted for payment in the event that your farmer signature or farmer identification error can be properly and legally corrected by you. NDA may deny you payment for improperly redeemed SFMNP and WIC FMNP coupons and may demand refunds for payments already made on improperly redeemed coupons.

- **No Cash, Change, Credits, or Refunds.** SFMNP and WIC FMNP coupons may never be exchanged for cash. Change or credit may never be given to a customer using SFMNP or WIC FMNP coupons. SFMNP and WIC FMNP participants may only receive fresh, nutritious, unprepared, locally grown fruits, vegetables, herbs, (and/or honey for SFMNP) for human consumption in exchange for SFMNP or WIC FMNP coupons. Credit or refunds may not be issued on items returned that were purchased with SFMNP

or WIC FMNP coupons. You are prohibited from cashing SFMNP and WIC FMNP coupons accepted by non-certified farmers.

- **Nondiscrimination.** As a certified farmer participating in both Programs, you may not refuse to accept properly presented SFMNP or WIC FMNP coupons in exchange for fresh, nutritious, unprepared, locally grown fruits, vegetables, herbs (and/or honey for SFMNP) for human consumption. You must agree to establish and maintain nondiscriminatory sales transaction procedures including, but not limited to:
 1. Acceptance of SFMNP and WIC FMNP coupons in the same manner as required of all customers using SFMNP or WIC FMNP coupons;
 2. Providing equitable treatment to SFMNP and WIC FMNP participants;
 3. Providing eligible foods to SFMNP and WIC FMNP participants that will be of the same quality and cost as that sold to other customers;
 4. Charging SFMNP and WIC FMNP participant(s) or their designated proxy a price for an item that is not greater than that charged to non-participants;
 5. Will not charge participants for item(s) not received;
 6. Offering SFMNP and WIC FMNP participant(s) the same courtesies and providing equal treatment to them as you would to other customers; and
 7. Accepting properly presented SFMNP and WIC FMNP coupon(s) in exchange for fresh, nutritious, unprepared, locally grown fruits, vegetables, herbs, (and honey for SFMNP) for human consumption.

USDA prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

USDA is an equal opportunity provider and employer.

Civil Rights Compliance. The State agencies warrant and assure that they will comply, as applicable to it, 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. 610, et seq.), all provisions required by implementing regulations of the Department of Agriculture, Department of Justice Enforcement Guidelines, and FNS directives and guidelines. They also will comply with the Americans with Disabilities Act of 1990, to the effect that no person shall, on the grounds of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, or sexual orientation be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives federal financial assistance.

Not all prohibited bases will apply to all programs and/or employment activities.

The State will comply with all local, State, and Federal statutes regarding Civil Rights laws and equal opportunity employment.

No person shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives federal financial assistance.

You and the State agencies shall comply with all local, State, and Federal statutes regarding Civil Rights laws and equal opportunity employment. You and your market staff must know where to mail a Civil Rights complaint. Complaints will be accepted orally, written, or anonymously. Any person alleging discrimination on the basis of a protected class can file a complaint within 180 days of the alleged discriminatory action.

- **Other Requirements.** As a certified SFMNP and WIC FMNP farmer, you also agree to the following:
 1. Provide information as NDA may require for its periodic reports to the USDA's FNS;
 2. Accept training on SFMNP and WIC FMNP procedures and provide training to any employees with SFMNP and WIC FMNP responsibilities for such procedures;
 3. Agree to be monitored for compliance with SFMNP and WIC FMNP requirements, including both overt and covert monitoring;
 4. Be held accountable for actions of you and your employees in the provision of eligible foods and related activities;
 5. Comply with the nondiscrimination provisions of USDA regulations;
 6. Notify NDA, if you cease operation prior to the end of the authorization period;
 7. Pay NDA for any coupons transacted in violation of this Agreement;

8. Will not collect sales tax on SFMNP or WIC FMNP coupon purchases;
9. Will not seek restitution from SFMNP or WIC FMNP participants for coupons not paid;
10. Will not issue cash change for purchases that are in an amount less than the value of the SFMNP or WIC FMNP coupon(s); and
11. Will not commit fraud or engage in other illegal activity. If so, you are liable to prosecution under applicable Federal, State, or local laws.

- **Program Violations.** If you do not comply with Program rules, you will receive written notification from NDA. Noncompliance with SFMNP and WIC FMNP rules and regulations will result in a violation. The level of sanction you receive will depend upon the severity of the violation. Failure to adhere to Program regulations may result in non-payment, suspension, or even disqualification from both Programs. Below is a chart showing some of the violations of both Programs and the sanctions imposed as a result. The violations and respective sanctions for the SFMNP and WIC FMNP are identical.

Violation	Sanction
<ul style="list-style-type: none"> • Accepting SFMNP or WIC FMNP coupons for non-locally grown fruits, vegetables, herbs, and/or honey; • Exchanging ineligible products for coupons; • Accepting SFMNP or WIC FMNP coupons in exchange for cash; • Cashing SFMNP or WIC FMNP coupons for a non-certified farmer; • Giving change; • Participating in discriminatory practices; • Abusive or discriminatory treatment of SFMNP or WIC FMNP participants or staff; and • Failure to register and certify scales used in direct sales. Farmers who use a scale to determine the price of a product at the time of the sale must ensure that the scale is a commercial, certifiable scale registered, and certified by the Food Safety and Consumer Protection area of NDA. (For more information regarding Nebraska Weights and Measures Act, contact NDA at (866) 471-4292.) 	<p>Immediate suspension from both Programs followed by disqualification for the remainder of the current year, if the violation is not successfully challenged by you.</p>

<ul style="list-style-type: none"> • Noncompliance with SFMNP and WIC FMNP rules and procedures as outlined in the Farmer/NDA Agreement not specifically listed as a violation; • Refusal to accept valid SFMNP or WIC FMNP coupons for locally grown, fresh fruits, vegetables, herbs, and honey; • Failure to permit or comply with procedures regarding on-site inspections; • Charging SFMNP or WIC FMNP participants a price for an item that is greater than that charged to non-participants; • Charging for items not received; • Accepting SFMNP or WIC FMNP coupons after the Programs' closing dates; and • Failure to appropriately display the SFMNP/WIC FMNP certified farmer ID stall sign for the current Program year. 	<p>1st and 2nd violation – warning letters. 3rd violation (regardless of when 1st or 2nd violations occurred) – suspension from both Programs followed by disqualification for the remainder of the current year, if the violation is not successfully challenged by you.</p>
<ul style="list-style-type: none"> • Commit fraud or engage in other illegal activity. 	<p>Disqualification without reinstatement and liable to prosecution under applicable federal, state, or local laws.</p>

- **Suspensions.** If you are suspended as a certified farmer, the suspension period will become effective from the date of receipt of certified mail notification. During the suspension time, your certified SFMNP and WIC FMNP farmer identification number will become temporarily disabled, preventing you from redeeming SFMNP and WIC FMNP coupons. During the suspension period, you must refrain from participation in both Programs. Suspension in the SFMNP will result in automatic suspension from the WIC FMNP and vice versa.

The suspension penalty will be in effect for a maximum of thirty (30) days, during which time you may appeal your suspension notice. If no appeal is made, you will be automatically disqualified at the conclusion of the suspension period. If the incident leading to the suspension is successfully challenged by you, the suspension will be immediately lifted.

- **Disqualification.** Disqualification will follow the suspension period. If you are a disqualified farmer, you may not continue participation either Program and are required to return your farmer certification ID stall sign to NDA within thirty (30) days of receipt of the disqualification notice. Failure to comply with this requirement may result in compromising your participation in both Programs in the future. In the event you are disqualified, your certified farmer identification number will become permanently disabled, preventing you from redeeming SFMNP and WIC FMNP coupons.

If you wish to continue your participation in both Programs, you must attend a training session hosted by NDA the following year. This will allow you to re-enroll in both Programs, as a certified farmer. If you are recertified, you will be on probationary status for one full season. As a result, you will receive either an overt or covert on-site monitoring investigation during the year to ensure you are complying with SFMNP and WIC FMNP rules and regulations.

- **Appeals.** If you wish to appeal a decision, which resulted in a suspension or disqualification, you may make a written request for administrative appeal to NDA. You

may also appeal the denial to participate in the SFMNP and WIC FMNP and any action imposing a sanction. However, you must make this appeal within thirty (30) days of the date of receipt of certified mail notification.

NDA will set a date for the hearing fifteen (15) days after the appeal. Hearings will be conducted by telephone or in person in Lincoln, Nebraska, at the Nebraska State Office Building or at another suitable location, as determined by NDA. If you are requesting a hearing, you will receive written notice of the time and the place of the hearing at least thirty (30) days prior to the date of the hearing. You, the appellant, will have one opportunity to reschedule the hearing date. You will also be given an opportunity to examine, prior to and during the decision, the documents and records that support the decision under appeal.

At a minimum, you, or your representative, will have the opportunity to:

1. Present your case;
2. Question or disprove any testimony or evidence, including an opportunity to confront and cross-examine adverse witnesses;
3. Be represented by counsel;
4. Bring witnesses;
5. Review the case record prior to the hearing;
6. Submit evidence to establish all pertinent facts and circumstances in the case; and
7. Advance arguments without undue interference.

An adverse action may, at NDA's option, be postponed until a decision in the appeal is rendered. In a case where an adverse action affects you (the farmer), a postponement is appropriate where NDA finds that participants would be unduly inconvenienced by the adverse action. In addition, NDA may determine other relevant criteria to be considered in deciding whether or not to postpone an adverse action.

The NDA hearing procedure shall provide you with written notification of the adverse action, the cause(s) for the action, and the effective date of the action, including NDA's determination of whether the action shall be postponed under Section 249.16 (c) of the USDA, FNS's SFMNP or Section 248.16 (b) of the WIC FMNP Regulations, if it is appealed, and the opportunity for a fair hearing. Such notification will be provided fifteen (15) days before the effective date of the action.

The hearing official will be an impartial decision maker. The decision of the hearing official is given, in writing, to you within fifteen (15) days of the date of the hearing, or within sixty (60) days from the date of receipt of the request for a hearing by NDA.

All records of the hearing and the decision are available for public inspection for a period of three (3) years. If dissatisfied with the hearing decision, you may appeal to the State Director of Agriculture for further State level review of the decision and a possible

rehearing. This appeal must be made within fifteen (15) days of the contested decision of the previous hearing. The same procedures as outlined above are followed.

The State of Nebraska shall follow the Administrative Procedure Act, Neb. Rev. Stat. §§84-901 through 84-920, to allow for due process to local agencies, certified farmers, and participants.

Expiration of this Agreement with you (the farmer) and claims actions under the SFMNP and WIC FMNP rules and regulations are not appealable.

If you appeal an adverse action (and are permitted to continue in the SFMNP and WIC FMNP, while your appeal is pending), you will continue to be responsible for compliance with the terms of this written Agreement.

You, the produce farmer, are required, and hereby agree, to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1998, U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security, or other federal agency authorized to verify the work eligibility status of a newly hired employee.

Eligible Food List:

Fruits (raw or fresh only): apples, apricots, blackberries, blueberries, cantaloupes, cherries, chokecherries, crabapples, currants, elderberries, gooseberries, grapes, melons, muskmelons, mulberries, raspberries, strawberries, pawpaws, peaches, pears, plums, persimmons, watermelons.

Vegetables (raw or fresh only): arugula, asparagus, artichokes, beans, beets, broccoli, broccoli raab, brussel sprouts, cabbage, calabasa, carrots, cauliflower, celeriac, celery, chayote, chard, collards, mustard and turnip greens, sweet corn and fresh Indian corn (blue, red, multicolored), cucumbers, dandelion greens, eggplant, epazote, garlic, green onions, horseradish, Jerusalem artichokes, kale, kohlrabi, leeks, lettuces, mushrooms, okra, onions, oriental vegetables (bitter melons, wax melons), specialty greens, squash tips, parsnips, peas and pea shoot tips, peppers, potatoes, pumpkins, radishes, rhubarb, sprouted seeds (beans, peas, sunflowers), shallots, salad mixes, spinach, summer and winter squashes, squash blossoms, vine tips, sweet potatoes (yams), tomatoes, tomatillos, turnips, vegetable amaranth, watercress, zucchini.

Herbs (fresh only): anise, basil, bay leaves, borage, calamints, camomile, chervil, chives, cilantro, corianders, dill fennel, Florence fennel, germander, hyssops, lemongrass, laurels, lavenders, lemon balms, lovage, marjoram, mints, nasturtium, parsley, pennyroyals, plectranthus, oregano, rosemary, sage, santolina, savory, silver beauties, sorrel, thyme, tarragon, fresh locally produced oriental herbs.

Honey is an eligible food for the SFMNP, but not the WIC FMNP. Below are the eligibility requirements for honey to be considered as an eligible food under Nebraska's SFMNP.

Honey (pure only): Must be unprocessed and locally produced. Allowable forms of honey include the following:

- Comb Honey – honey that comes exactly as it was produced in the hive.
- Cut Comb Honey – liquid honey that may have added chunks of the honey in the jar.
- Liquid Honey – honey that is 100 percent pure is free of visible crystals and has been extracted directly from the honey comb.
- Naturally Crystallized Honey – honey that has spontaneously crystallized.
- Kosher / Wild / Organic Honey – 100 percent pure, conventionally produced honey which is free of chemicals, drugs, and antibiotics.
- Honey Sticks – liquid honey in a straw. Unflavored variety only.

**NEBRASKA SENIOR FARMERS' MARKET NUTRITION PROGRAM
AND WOMEN, INFANTS, AND CHILDREN FARMERS'
MARKET NUTRITION PROGRAM**

I, the undersigned, have attended a training session that describes, in detail, the rules and regulations of both Programs and how they will operate. I agree to abide by these rules, and I understand that failure to do so may result in non-payment, suspension, and/or disqualification from both Programs.

Printed Name of Produce Vendor

Date

Signature of Produce Vendor

Printed Name of Nebraska Department of
Agriculture Representative

Date

Signature of Nebraska Department of
Agriculture Representative

Identify the number of ID stall signs you need. _____

**PLEASE SIGN AND RETURN THIS PAGE AND THE UNITED STATES CITIZENSHIP
ATTESTION FORM TO THE NEBRASKA DEPARTMENT OF AGRICULTURE.**

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

- OR -

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate, and I understand that this information may be used to verify my lawful presence in the United States.

Print name: _____
(first, middle, last)

Signature: _____

Date: _____

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