

# Senior Farmers' Market Nutrition Program/Farmer Agreement for SFMNP

Division of Food & Nutrition



Nevada  
Department  
of Agriculture

The purpose of the Farmers' Market Nutrition Program is to provide fresh, nutritious, unprepared fruits, vegetables, honey, and herbs from farmers' markets to seniors (SFMNP), while expanding the awareness, consumption, and sales at farmers' markets.

Locally grown means that the product was grown either in Nevada or in neighboring states adjacent to Nevada (California, Oregon, Idaho, Utah, & Arizona). For a Farmer to become authorized to participate in the SFMNP they must agree to and meet the following Terms & Conditions, Sanctions, and complete the application page. If a Farmer does not meet Nevada's SFMNP farmer criteria the Farmer will be notified by NDA of the denial and the reason why.

## Section I: Terms & Conditions

- Provide State Agency - NV Department of Agriculture (NDA) with information requested for reporting purposes.
- Only eligible foods may be purchased with coupon(s):
  - **SFMNP** participants may purchase fruits, vegetables, herbs, or local honey.
- Provide eligible foods at the same or less than the price charged to other customers and offer same courtesies.
- Accept coupons within the dates of their validity and submit reimbursements within the period listed on program documents (NO EXCEPTIONS).
- No cash change will be issued for purchases that are in an amount less than the value of the coupon.
- Complete training on SFMNP/WIC FMNP procedures and provide employees with SFMNP/WIC FMNP responsibilities on such procedures.
- Agree to sell only "locally grown" products that have been approved by State Agricultural Representatives.
- Agree to be monitored by State and Federal reviewers.
- Do NOT collect state and/or local tax on purchases of food using SFMNP/WIC FMNP coupons.
- Submit all reimbursement claim forms using the Farmer Redemption Code provided by the NDA and make sure each transacted coupon is also marked with the Farmer Redemption Code.
- Take accountability for actions of farmers or employees in the provision of eligible foods and related activities.
- Comply with nondiscrimination policies and procedures.
- Notify NDA when ceasing operations prior to the end of the authorized period of agreement.
- Shall not seek restitution from participants for coupons not reimbursed by the State.
- Neither the State agency nor the farmer or roadside stand has an obligation to renew the agreement.

- Either the State agency or the farmer or roadside stand may terminate the agreement for cause after providing advance written notification to the NDA.
- Pay NDA for any coupons transacted in violation of this agreement.
- Agreement may not exceed 3 years.

**Section II: Sanctions**

- Corrective action may include, but is not limited to, repayment of coupons reimbursed under fraudulent means and possible termination from participation in this program.
- The State agency may deny payment to the farmer or roadside stand for improperly transacted or redeemed coupons in violation of the policies and procedures of this program, including demanding refunds for reimbursed coupons.
- The state agency may disqualify a farmer or roadside stand for SFMNP/WIC FMNP abuse.
- The farmer or roadside stand has the right to appeal the denial of an application to participate, a disqualification, or a SFMNP/WIC FMNP sanction by the State agency. Expiration of a contract or agreement with a farmer, farmers' market, or roadside stand, and claims actions under §249.20, are not appealable.
- A farmer, farmers' market or a roadside stand which commits fraud or engages in other illegal activity is liable for prosecution under applicable Federal, State, or local laws.

Farmers who fail to comply with the Farmer Agreement and/or NV SFMNP policies and procedures will be sanctioned. The following is a table of farmer sanctions with associated consequences:

<b>Sanctions Table: Violations of SFMNP procedures and rules applicable to an authorized farmer shall be categorized as a Class I Violation, Class II Violation, Class III Violation or Class IV.</b>	
<b>Class I Violation</b>	<b>Actions</b>
1. Failure to properly display proper SFMNP signage.	The agency shall give a verbal warning and provide technical assistance.
2. Failure to clearly post produce prices during market or farm stand hours.	The agency shall give a verbal warning and provide technical assistance.
3. Failure to contact the SFMNP agency prior to accepting SFMNP benefits at alternate locations not listed in the Farmer Agreement.	The agency shall give a verbal warning and provide technical assistance.
<b>Class II Violation</b>	<b>Action</b>
1. Failure to correct or a second incidence of a Class 1 violation.	The agency shall issue a written notice of noncompliance for Class 2 violations and provide technical assistance.
2. Not operating as represented on the Farmer Agreement.	The agency shall issue a written notice of noncompliance for Class 2 violations and provide technical assistance.
3. Requiring other cash purchases as a condition to use SFMNP coupons.	The agency shall issue a written notice of noncompliance for Class 2 violations and provide technical assistance.

4. Refusal to accept valid SFMNP coupons for eligible products.	The agency shall issue a written notice of noncompliance for Class 2 violations and provide technical assistance.
<b>Class III Violation</b>	<b>Action</b>
1. A second failure to correct or a third incidence of a Class 1 violation.	The agency may suspend or terminate the farmer's participation in the SFMNP.
2. Failure to correct or a second incidence of a Class 2 violation.	The agency may suspend or terminate the farmer's participation in the SFMNP.
3. Accepting SFMNP benefits for anything other than eligible foods.	The agency may suspend or terminate the farmer's participation in the SFMNP.
4. Exchanging SFMNP benefits for cash or providing participants with change.	The agency may suspend or terminate the farmer's participation in the SFMNP.
5. Collecting sales tax on an SFMNP transaction.	The agency may suspend or terminate the farmer's participation in the SFMNP.
6. Refusing to accept valid SFMNP benefits for eligible foods.	The agency may suspend or terminate the farmer's participation in the SFMNP.
7. Attempting to collect SFMNP funds from the participant that will not or were not paid to the farmer by the SFMNP .	The agency may suspend or terminate the farmer's participation in the SFMNP.
8. Discriminating against SFMNP participants based on race, color, national origin, age, gender or disability.	The agency may suspend or terminate the farmer's participation in the SFMNP.
9. Charging SFMNP participants more for fruit than non SFMNP participants.	The agency may suspend or terminate the farmer's participation in the SFMNP.
10. Use of the NDA logo or the acronym "NDA" without written approval from the state agency and the USDA.	The agency may suspend or terminate the farmer's participation in the SFMNP.
11. Abusive or hostile treatment of an SFMNP participant.	The agency may suspend or terminate the farmer's participation in the SFMNP.
12. Failing to allow, comply with, or cooperate with the agency during farmer reviews.	The agency may suspend or terminate the farmer's participation in the SFMNP.
13. Failure to attend mandatory farmer training.	The agency may suspend or terminate the farmer's participation in the SFMNP.
14. Accepting coupon benefits for a non-authorized farmer/vendor Example: A baker asks an authorized farmer to accept coupons as payment in exchange for cash.	The agency may suspend or terminate the farmer's participation in the SFMNP.
15. Failure to produce at least 50% of eligible products offered for sale by the authorized farmer.	The agency may suspend or terminate the farmer's participation in the SFMNP.
16. Failure to Permit and/or cooperate with the Farmer review process.	The agency may suspend or terminate the farmer's participation in the SFMNP.
<b>Class IV Violation</b>	<b>Actions</b>
17. Trafficking, selling firearms, alcohol, or illegal substances in exchange for SFMNP benefits.	The agency will terminate the farmer's participation in the SFMNP without advance notice.
18. Committing Fraud in connection with SFMNP benefits.	The agency will terminate the farmer's participation in the SFMNP without advance notice.

If a farmer's sanction results in a disqualification, the NV SFMNP will terminate the Farmer Agreement. The farmer will have to reapply to be an authorized NV SFMNP farmer after the disqualification period is over.

**THIS AGREEMENT WILL BE VALID FOR 3 YEARS  
OR AS STIPULATED BY THE NEVADA DEPARTMENT OF AGRICULTURE**

**Section III: Producer Information**

Contact Person: \_\_\_\_\_

Name of Farm: \_\_\_\_\_

Name to Appear on Reimbursement: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Address City State Zip

Business Phone: (\_\_\_\_) \_\_\_\_-\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_-\_\_\_\_

E-Mail Address: \_\_\_\_\_

Do you have an NDA Producer Certificate?    Yes    No

If yes, certificate number: \_\_\_\_\_

**Section IV: Farmers' Market Information**

Please indicate the markets at which you plan on selling your products.

Market Name	Location	Day/Time

**Section V: Produce Available**

Please indicate the types of produce you plan on offering at the market that are Senior eligible.

<b>Fruits/Vegetables</b>
<b>Honey/Herbs</b>

**Section VI: Review & Signature**

By signing this agreement, I understand and agree to the terms and conditions listed in sections I-V.

**Farmer:** \_\_\_\_\_  
Signature Date

**For Official Use Only**

**Reviewer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Date

**Years:**      2024                      2025                      2026                      2027

Assigned Redemption Code
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