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NV WIC FMNP FARMER APPLICATION AND AGREEMENT INSTRUCTIONS

- Complete the following sections.
 - **Section 1:** Farmer Applicant Information.
 - Print farm name, farmer's name, mailing address, at least one phone number, and email address. Please also provide a list of fresh, unprepared fruits and vegetables you plan to provide for purchase with WIC FMNP benefits.
 - **Section 2:** Training requirement.
 - New NV WIC FMNP Farmer Applicants: must be trained by NV WIC State Staff or register and attend a live webinar training. Face-to Face or interactive training is REQUIRED by State WIC Staff every 3 years.
 - Re-Authorizing NV WIC Farmer FMNP Applicants who have completed the live training within the last 3 years: must check the box to verify they have reviewed the FMNP newsletter or other FMNP materials to meet the ongoing annual training requirements.
 - **Section 3:** Nevada Farmers' Market Locations or Roadside Stands Where You Sell Produce
 - List all Nevada Farmers' Market locations or roadside stands you sell produce at and include Market names, locations, city, county and days, hours of operation and indicate where your produce was grown.
 - **Section 4:** Farmer Agreement and Sanction table
 - Read pages 4 – 8. By signing the application, the farmer acknowledges that they read over and understand the agreement and sanction table on pages 4-8.
 - **Section 5:** Farmer Signature
 - By signing the application, the farmer acknowledges that they read over and understand the agreement and sanction table on pages 4-8 below.
- Save a copy of the Application and Agreement for your records.
- Mail completed and signed application to the address on top of Farmer Application (Page 2).

FARMER APPLICATION

Send completed and signed application to DPBHFMNP@health.nv.gov or Nevada State WIC FMNP – 680 W. Nye Lane #205 Carson City NV 89703.

The Nevada WIC Program uses the Farmer Application to authorize individual farmers to accept and redeem WIC Farmers' Market Nutrition Program (FMNP) benefits. This agreement will be in effect for up to one year unless terminated by the NV WIC or the Farmer.

Check One (Required)

New NV WIC FMNP Farmer Applicant

NV WIC FMNP Farmer Re-authorization.
Farmer Code:

SECTION 1: Farmer Applicant Information (Required)

Name of Farm:

#1 Farmer Name (Last, First):

#2 Farmer Name (Last, First) if applicable:

Mailing Address	City	County	State	Zip
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Business Phone:

Phone (Cell):

Email:

Farmer must offer at least 50% of their own food grown in Nevada or an adjacent state (California, Oregon, Idaho, Arizona, or Utah). List the fresh, unprepared fruits and vegetables you plan to provide for purchase with WIC FMNP benefits and list where this produce was grown. If you need more space, please attach a separate piece of paper.

SECTION 2: Training Requirements (Check either New or Reauthorizing applicant below)

New NV WIC FMNP Farmer Applicant. Farmers new to NV WIC FMNP must submit a completed and signed application to receive an interactive training invite from NV WIC.

Reauthorizing NV WIC FMNP Farmers:

Check to certify that you have reviewed the NV WIC Farmers' Market newsletter and other materials provided by NV WIC to meet your annual training requirement.

SECTION 3: Nevada Farmers' Market or Roadside Stand Locations Where You Sell Produce

Market Name:	Market Location	County
City	Days of Operation S <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> T <input type="checkbox"/> F <input type="checkbox"/> S <input type="checkbox"/>	Hours of Operation
Market Name:	Market Location	County
City	Days of Operation S <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> T <input type="checkbox"/> F <input type="checkbox"/> S <input type="checkbox"/>	Hours of Operation
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City	Days of Operation S <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> T <input type="checkbox"/> F <input type="checkbox"/> S <input type="checkbox"/>	Hours of Operation
Market Name:	Market Location	County
City	Days of Operation S <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> T <input type="checkbox"/> F <input type="checkbox"/> S <input type="checkbox"/>	Hours of Operation
Market Name:	Market Location	County
City	Days of Operation S <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> T <input type="checkbox"/> F <input type="checkbox"/> S <input type="checkbox"/>	Hours of Operation

SECTION 4: Farmer Agreement and Sanction Table

The purpose of the Farmers' Market Nutrition Program is to provide fresh, nutritious, unprepared locally grown fruits and vegetables from farmers' markets to women and children participating in the Nevada WIC Program while expanding the awareness of, use of, and sales at farmers' markets. Locally grown means that the product was grown either in Nevada or in adjacent neighboring states to Nevada (California, Oregon, Idaho, Utah, & Arizona).

Farmer Agrees To:

- 1) Provide such information as the State agency shall require for its periodic reports to FNS;
- 2) Assure that FMNP food instrument benefits are redeemed only for eligible foods;
- 3) Provide eligible foods at the current price or less than the current price charged to other customers;
- 4) Accept FMNP food instruments within the dates of their validity and submit food instruments for payment within the allowable time period established by the State agency;
- 5) In accordance with a procedure established by the State agency, mark each transacted food instrument with a farmer identifier. In those cases where the agreement is between the State agency and the farmer, FMNP food transactions shall contain a farmer identifier and shall be batched for reimbursement under that identifier. Farmer codes will be assigned to each farmer upon creation of their online farmer portal. The farmer code will automatically be identified and attached to every farmer FMNP transaction.
- 6) Accept training on FMNP procedures and provide training to farmers and any employees with FMNP responsibilities on such procedures;
- 7) Agree to be monitored for compliance with FMNP requirements – including both overt and covert monitoring;
- 8) Be accountable for actions of farmers or employees in the provision of foods and related activities;
- 9) Pay the State agency for any food instrument benefits transacted in violation of this agreement;
- 10) Offer FMNP recipients the same courtesies as other market customers;
- 11) Comply with the nondiscrimination provisions of USDA regulations;
- 12) Notify the State agency if operation ceases prior to the end of the authorization period.
- 13) The farmer shall not:
 - o Collect sales tax on FMNP food instrument purchases;
 - o Seek restitution from FMNP recipients for food instruments not paid by the State agency; and
 - o Issue cash change or credit (including rain checks) in exchange for purchases that are in an amount less than the value of the FMNP food instrument(s).
- 14) Neither the State agency nor the farmer have an obligation to renew the agreement. The State agency or the farmer may terminate the agreement for cause after providing advance written notification. The period of time within which such advance notification must be provided is to be stipulated by the State agency as part of the standard agreement.
- 15) The State agency may deny payment to the farmer for improperly redeemed FMNP food instruments or may establish a claim for payments already made on improperly redeemed food instruments.

16) The State agency may disqualify a farmer for FMNP abuse. The State agency may disqualify a farmer for program abuse with a minimum of 30 days' advance written notification.

17) IMPORTANT! A farmer that commits fraud or engages in other illegal activity is liable to prosecution under applicable federal, State agency or local laws.

18) A farmer may appeal an action of the State agency denying its application to participate, imposing a sanction, or disqualifying it from participating in the FMNP. Expiration of a contract or agreement with a farmer or roadside stand, and claims actions under § 248.20, are not appealable.

19) The farmer agreement is valid for 1 year.

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, audiotope, 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/ad-3027.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:

1. mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; or
 2. fax: (833) 256-1665 or (202) 690-7442; or
 3. email: program.intake@usda.gov
- This institution is an equal opportunity provider.

Violations of FMNP 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.

Sanction Table

Class I Violation	Actions
1. Failure to properly display proper FMNP 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 FMNP agency prior to accepting FMNP benefits at alternate locations not listed in the Farmer Agreement.	The agency shall give a verbal warning and provide technical assistance.
Class II Violation	Action
1. Failure to correct or a second incidence of a Class I violation.	The agency shall issue a written notice of noncompliance for Class II 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 II violations and provide technical assistance.
3. Requiring other cash purchases as a condition to use FMNP electronic benefits.	The agency shall issue a written notice of noncompliance for Class II violations and provide technical assistance.
4. Refusal to accept valid FMNP electronic benefits for eligible products.	The agency shall issue a written notice of noncompliance for Class II violations and provide technical assistance.
Class III Violation	Action
1. A second failure to correct or a third incidence of a Class I violation.	The agency may suspend the farmer's participation for 60 days.
2. Failure to correct or a second incidence of a Class II violation.	The agency may suspend the farmer's participation for 60 days.
3. Accepting FMNP benefits for anything other than eligible foods.	The agency may suspend the farmer's participation for 60 days.
4. Exchanging FMNP benefits for cash or providing participants with change.	The agency may suspend the farmer's participation for 60 days.
5. Collecting sales tax on an FMNP transaction.	The agency may suspend the farmer's participation for 60 days.
6. Attempting to collect FMNP funds from the participant that will not or were not paid to the farmer by the WIC program.	The agency may suspend the farmer's participation for 60 days
7. Discriminating against FMNP participants based on race, color, national origin, age, gender or disability.	The agency may suspend the farmer's participation for 60 days.

8. Charging FMNP participants more for fruit and vegetables than non FMNP participants.	The agency may suspend the farmer's participation for 60 days.
9. Use of the WIC logo or the acronym "WIC" without written approval from the state agency and the USDA.	The agency may suspend the farmer's participation for 60 days.
10. Abusive or hostile treatment of an FMNP participant.	The agency may suspend the farmer's participation for 60 days.
11. Failing to allow, comply with, or cooperate with the agency during farmer reviews.	The agency may suspend the farmer's participation for 60 days.
12. Failure to attend mandatory farmer training.	The agency may suspend the farmer's participation for 60 days.
13. Accepting electronic benefits for a non-authorized farmer/vendor Example: A baker asks an authorized farmer to accept electronic FMNP benefits as payment in exchange for cash.	The agency may suspend the farmer's participation for 60 days.
14. Failure to produce at least 50% of eligible products offered for sale by the authorized farmer.	The agency may suspend the farmer's participation for 60 days.
Class IV Violation	Actions
1. Failure to correct or a second incidence of a Class III violation.	The agency will terminate the farmer's participation in the FMNP for 1 year.
2. Trafficking, selling firearms, alcohol, or illegal substances in exchange for FMNP benefits.	The agency will terminate the farmer's participation in the FMNP for 1 year.
3. Committing Fraud in connection with FMNP benefits.	The agency will terminate the farmer's participation in the FMNP for 1 year.

Section 5: Farmer Signature (Required)

By signing this Agreement:

- I understand that If I am authorized, I am bound by all the terms of the Farmer Application and Agreement.
- I understand that if I am authorized, I will accept WIC FMNP transactions at authorized farmers markets or roadside stands.
- I understand the agreement is not effective until signed on this page by both parties and you receive a copy of your agreement with an authorization letter from NV WIC FMNP.
- I understand that there is no guarantee I will be authorized to participate in the NV WIC FMNP. If denied authorization, I will be informed by email and by mail of the application denial within 30 days.
- I understand that either party may terminate the Agreement for cause or at will upon thirty (30) days' notice. Farmer shall send the termination notice to the FMNP Coordinator, by postal service or email.
- I affirm that I have read and understand the sanction table included in this agreement.
- I affirm that the statements in this Farmer Application and Agreement are true and correct. I understand that if I have provided false information, NV WIC FMNP will decline my application or terminate my authorization.

#1 Farmer's Signature	Print Name:	Date:
#2 Farmer's Signature	Print Name:	Date:
FMNP Staff Signature (Required)		
FMNP Staff Signature	Print Name:	Date:

For Official FMNP Staff use only

Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Denial reason:
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