

New Jersey Department of Health
New Jersey Department of Agriculture

**WIC FARMERS' MARKET NUTRITION PROGRAM (FMNP)
SENIOR FARMERS' MARKET NUTRITION PROGRAM (SFMNP)
WIC CASH VALUE BENEFIT (CVB)**

FARMER/GROWER VENDOR AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____
between the New Jersey Department of Health, WIC Services, and the Department of Agriculture, hereafter referred to
as the NJDOH WIC and NJDA, and

(Farmer/Grower Vendor Name)

hereafter referred to as the "Farmer/Grower Vendor" who operates a facility at the distinct location of

(Farmer/Grower Address - Farm Address)

THIS AGREEMENT shall be binding from the _____ day of _____ through the 31st day
of December, _____.

Goals of the New Jersey WIC Farmers' Market Nutrition Program (FMNP)

The New Jersey WIC Farmers' Market Nutrition Program (FMNP) is funded by the United States Department of Agriculture (USDA) to:

1. Provide nutritious, unprepared foods, (fruits, vegetables, and herbs) from farmer vendors to eligible participants in the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) or are on the waiting list for WIC benefits;
2. Expand awareness of the nutritional benefits of fresh fruits, vegetables, and herbs; and
3. Increase sales of locally grown produce at roadside stands and/or farmers' markets.

Goals of the New Jersey Senior Farmers' Market Nutrition Program (SFMNP)

The New Jersey Senior Farmers Market Nutrition Program (SFMNP) is funded by the United States Department of Agriculture (USDA) to:

1. Provide nutritious, unprepared foods, (fruits, vegetables, and herbs) from farmer vendors to eligible senior citizens;
2. Expand awareness of the nutritional benefits of fresh fruits, vegetables, and herbs; and
3. Increase sales of locally grown produce at roadside stands and/or farmers' markets.

Goals of the New Jersey Cash-Value Benefit (CVB)

The New Jersey Cash Value Benefit (CVB) is funded by the United States Department of Agriculture (USDA) to:

1. Provide cash-value benefits (CVBs) to eligible WIC participants statewide;
2. Expand awareness of the nutritional benefits of fresh fruits, vegetables, and herbs; and
3. Increase consumption of allowable fresh, frozen and canned fruits and vegetables to WIC participants.

Role of the Farmer/Grower Vendor in the WIC FMNP/SFMNP

Farmer/Grower Vendors play an important role in the WIC FMNP/SFMNP by providing locally grown fresh fruits, vegetables, and herbs to WIC participants and senior citizens.

The Cash-Value Benefit (CVB)

Revisions in the WIC Food Package (7 CFR Part 246) provide the option for CVBs to be redeemed at roadside stands, farmers' markets as well as WIC authorized grocery stores. New Jersey has elected to increase the opportunities for healthier food choices to WIC participants by allowing certified farmer vendors in the WIC FMNP to accept CVBs for fresh fruits and vegetables.

The differences between the CVB and the WIC FMNP and SFMNP benefits are:

1. Herbs and spices cannot be purchased with CVBs.
2. Fresh fruits and fresh vegetables do not need to be locally grown.

Definitions

For the purpose of this Agreement and other documents related hereto, the terms:

Cash-Value Benefit (CVB) - means a fixed-dollar amount check, voucher, electronic benefit transfer (EBT) card or other document which is used by a WIC participant to obtain eligible fruits and vegetables.

Compliance Buy - means a covert, on-site investigation in which a representative of the WIC FMNP/SFMNP poses as a participant, parent or caretaker of an infant or child participant or proxy, transacts one or more benefits (WIC FMNP/SFMNP or CVBs), and does not reveal during the visit that he or she is a program representative.

CVB Eligible or Authorized Foods - means all varieties of whole or cut fresh fruits and vegetables, including bagged mixtures, plain bagged salad, and plain bagged fruits and vegetables to include white potatoes are allowable food items. Fruits and vegetables do not need to be locally grown.

CVB Ineligible or Unallowable Foods Items – spices, herbs (cut or potted), items from salad bars, party platters or trays, fruit baskets, decorative vegetables and fruits, dried fruit, dried vegetables, bagged fruits and vegetables with dips, dressings or other ingredients are not allowed.

Electronic Solution – Method used for eligible participant to access benefits in order to obtain eligible supplemental foods.

Employee Fraud and Abuse - means the intentional conduct of a State, local agency or clinic employee which violates program regulations, policies, or procedures, including, but not limited to, misappropriating or altering electronic benefits, entering false or misleading information in case records or creating case records for fictitious participants.

Farmer/Grower Vendor - means an individual authorized (certified) by NJDOH to sell eligible produce to WIC and senior participants at designated locations. Individuals who exclusively sell produce grown by someone else, such as wholesale distributors cannot be authorized (certified).

Farmer/Grower Vendor Annual Training - means the farmer vendor will receive annual instructions according to USDA Regulations, State policies and procedures and any changes to program requirements.

Farmer/Grower Vendor Interactive Face-to-Face Training - means prior to or at the time of a farmer vendor's initial authorization/certification receives instructions by NJDOH staff that include USDA Regulations, State policies and procedures, and program requirements.

Farmers' Market - means an association of local farmers who assemble at a defined location for the purpose of selling their produce directly to consumers.

FMNP - means Farmers' Market Nutrition Program.

FMNP Eligible/Authorized Foods - means fresh nutritious, unprepared, locally grown fruits, vegetables, and herbs for human consumption.

High Risk Farmer/Grower Vendor - is defined as (1) a farmer/grower vendor in his/her first year of authorization; (2) a farmer vendor which a complaint is received due to his or her practice(s); or (3) a farmer vendor who redeems \$25,000 or above in one WIC FMNP/SFMNP growing season.

Locally Grown Produce – New Jersey defines “locally grown” as produce grown in New Jersey and/or the neighboring States of Pennsylvania, New York and/or Delaware.

NJDOH - means the New Jersey Department of Health.

NJDA - means the New Jersey Department of Agriculture.

Proxy - means any person designated by a participant to obtain and transact FMNP/SFMNP or CVBs to obtain supplemental foods on behalf of a participant.

Roadside Stand – means a location where an individual farmer/grower sells his/her produce to consumers.

SFMNP – means Senior Farmers’ Market Nutrition Program.

SFMNP Eligible/Authorized Foods - means nutritious, unprepared, locally-grown fruits, vegetables and herbs for human consumption.

SFMNP Participant – means a person who meets the eligibility requirements of the SFMNP to whom benefits have been issued.

State Agency (SA) – means WIC Services, New Jersey Department of Health (NJDOH).

Supplemental Nutrition Assistance Program (SNAP) - A new name for Federal Food Stamp Program (FSP) effective October 1, 2008.

USDA – means the United States Department of Agriculture.

WIC FMNP - means Women, Infants, and Children Farmers’ Market Nutrition Program.

WIC Participant - means eligible person identified by the State WIC Services to receive WIC FMNP benefits and CVBs.

PART ONE – NEW JERSEY DEPARTMENT OF HEALTH - WIC PROGRAM

The NJDOH Obligations:

1. Maintain an account for payment of validly redeemed electronic benefits. NJDOH assumes no liability for costs incurred by the farmer/grower vendor for any banking fees resulting from a farmer’s non-compliance with Program regulations, rules, policies and procedures.
2. Provide farmer/grower vendors with interactive face to face and annual training according to USDA Regulations, State policies and procedures and program requirements.
3. Monitor farmer/grower vendor operations through price checks, automated reports, compliance buys, reviews of redeemed benefits, unannounced visits, follow-up on complaints and visits to high-risk farmers/growers.
4. Identify high-risk farmer/grower vendors.

5. Monitor and implement sanctions for out-of-compliance farmer/grower vendors.
6. Respond to farmer/grower vendor questions, complaints, or technical assistance, as needed.
7. Design, develop and distribute farmer/grower vendor materials and information as needed.
8. Disqualify a farmer/grower vendor and demand refunds from a farmer/grower vendor for improperly redeemed benefits.
9. Provide each farmer/grower vendor with a unique farmer/grower vendor number.
10. Disqualify a farmer/grower vendor from the WIC FMNP/SFMNP who has been disqualified from the SNAP.
11. Recruit farmer/grower vendors for program participation.
12. Advise farmer/grower vendor of specific program violations, including compliance buys that require corrective action(s).
13. Sanction a farmer/grower vendor based on documented reports of program abuse.
14. Terminate a farmer/grower vendor from the WIC FMNP/SFMNP based on farm sale, sale of roadside stand and/or farm market, self termination or disqualification from the program.
15. State agency, when notified, will assist with the reconciling payments to farmer/grower vendors when an error occurs with electronic transactions.

PART TWO - NEW JERSEY DEPARTMENT OF AGRICULTURE

The NJDA's Obligations:

1. Refer prospective farmer/grower(s) who requests WIC FMNP/SFMNP participation information to NJDOH.
2. Provide space at various NJDA and farmer convention/conferences for NJDOH to recruit prospective farmers/growers and/or train certified farmers/growers.
3. Refer farmer/grower vendor complaints to NJDOH for follow up.
4. Refer questions from farmer/grower vendors to NJDOH.
5. Refer farmer/grower vendor violations to NJDOH for follow up.

PART THREE – FARMER/GROWER VENDOR TERMS AND CONDITIONS

A. GENERAL TERMS AND CONDITIONS, FARMER/GROWER VENDORS AGREE:

1. To adhere to all federal regulations, state policies, and operating procedures of the WIC FMNP/SFMNP and CVB. The farmer/grower vendor shall carry out this agreement to comply with the non-discrimination provisions of USDA regulations as provided in §248.7, and must comply with the Civil Rights Act of 1964.
2. To inform the public of their participation in the WIC FMNP and SFMNP by displaying at least one FMNP poster in a place conspicuously visible to the general public.
3. To be accountable for actions of all its employees in the handling of benefits and the selling of eligible/authorized foods.

4. (A) Farmer Vendor (Traditional Farmers) – To have a minimum of five (5) acres in production for human consumption. Must grow at least seven (7) authorized locally grown fruits, vegetables and/or herbs throughout the season. At least thirty-five (35%) of the produce sold by the farmer vendor must be self-grown.
 - (i) Please provide proof of acreage. Acceptable forms of proof are:
 - Farm Land Tax Assessment
 - Leasing Agreement
 - Deed
 - Other
5. (B) Grower - No minimum acreage requirement. At least seventy-five percent (75%) of the produce sold by the grower must be self-grown. A minimum of three (3) self-grown items must be available at all times. The remaining produce must be locally grown.
 - (i) Please provide proof of soil and/or water testing.
6. To identify locally grown produce.
7. To display the current prices of eligible foods in close proximity to the foods.
8. To participate in and/or have farmer/grower vendor personnel participate in trainings as required by USDA and NJDOH, and provide orientation to employees as needed.
9. To immediately notify the SA when farmer/grower ownership is going to change, when operations are going to cease, or any other circumstances impacting on service to participants or the program.
10. That this agreement shall become null and void when ownership of the farm changes and may not be transferred or assigned by the farmer/grower vendor to any other person or entity.
11. To immediately inform the NJDOH WIC Services if any owner or manager is convicted of a felony and/or to inform the NJDOH WIC Services if the farmer/grower vendor is under investigation by SNAP.
12. To allow Federal and State representatives to:
 - (i) visit the farmer/grower vendor to observe benefit redemption procedures, and
 - (ii) conduct unannounced on-site monitoring visits to determine compliance with program regulations, policies and procedures.
 - (iii) To take necessary remedial action within two (2) weeks for any problem noted during an on-site visit.
13. To provide the SA with required documentation. Not providing requested documentation to NJDOH WIC Services shall result in disqualification from the WIC FMNP/SFMNP and from accepting CVBs.
14. That no conflict of interest exists between the farmer/grower vendor and USDA, NJDOH or NJDA.
15. To comply with all applicable Federal, State and local health protection laws and ordinances.
16. If any of the provisions of this agreement are or become invalid to any extent, the other provisions shall not be affected thereby. In the event of invalidity of a provision the parties agree to accept a provision which reflects as closely as possible the intention of the invalid provision.
17. That failure by either party to enforce any provision of this agreement shall not be considered a waiver of the provision or of the party's right to enforce the provision at a later time.
18. That NJDOH WIC Services shall not be held responsible for any losses incurred by a farmer/grower vendor as a result of disqualification pending an appeal decision.

19. To maintain the farmer/grower vendor training materials and any updated instructions from NJDOH.
20. That either party with a 15-day written advance notice can bring termination of this agreement.
21. That the farmer/grower vendor shall not offer voluntary withdrawal from the program as an alternative to disqualification from the WIC FMNP/SFMNP.
22. That neither the SA nor the farmer/grower vendor has an obligation to renew this agreement. A farmer/grower vendor must file a new application and meet the requirements of the farmer/grower vendor selection criteria for each contract period if the farmer/grower vendor wishes to be considered for a new contract in the WIC FMNP/SFMNP and CVB.

B. WITH REGARD TO PARTICIPANTS, FARMER/GROWER VENDORS AGREE:

1. To provide eligible foods to participants only as authorized by the WIC FMNP/SFMNP and the CVB.
2. To provide eligible foods to participants, which are the same quality and cost as sold to other customers.
3. Not to seek or receive restitution from participants for failed transactions not reimbursed by the NJDOH.
4. Not to request personal addresses or telephone numbers of participants for the purpose of redeeming benefits.
5. To offer participants the same courtesies as offered to other customers and not to distinguish or identify participants from other customers.
6. To provide services to participants without regard to race, color, age, sex, gender identity, sexual orientation, national origin, or disability.

C. ELECTRONIC BENEFIT PROCESSING: FARMER/GROWER VENDORS AGREE:

1. Not to provide substitute items, rain checks, or cash reimbursements for eligible foods that are unavailable, and not to collect sales tax on eligible foods.
2. Not to refund money or provide ineligible foods to replace eligible foods that participants or proxies attempt to return.
3. If there is no record of electronic transfers in a given month, you jeopardize your position as a certified farmer/grower vendor in the WIC FMNP/SFMNP.
4. Enter manually purchase amount of CVB or FMNP on electronic device.
5. Not to use redeemed benefits for the purchase of any commodity or for payment of any debt.
6. To notify the NJDOH of any suspected or observed improper use of electronic benefits by participants or other farmer/grower vendors.
7. Not to limit the amount of electronic benefits redeemed by a participant/proxy at one time.
8. Benefits must not be bought, sold or traded.

D. SANCTIONS

1. When the SA is notified that a farmer/grower vendor is in violation of this agreement a warning letter is sent to the farmer/grower vendor. A farmer/grower vendor who has not corrected the violation(s) after receiving a written warning must attend a mandatory training.
2. A farmer/grower vendor who receives a warning letter and attends the mandatory training and has not corrected the violation(s) will be notified that sanctions are being imposed immediately and the farmer/grower vendor may be disqualified from the WIC FMNP/SFMNP.
3. A farmer/grower vendor who commits fraud or abuses the WIC FMNP/SFMNP is liable to prosecution under applicable Federal, State or local laws. Those who willfully misapply, steal, or fraudulently obtain electronic benefits shall be subject to a fine of not more than \$10,000 or imprisonment for not more than five (5) years or both if the value of funds is \$100 or more. If the value of funds is less than \$100 then the penalties are a fine of not more than \$1,000 or imprisonment for not more than one (1) year or both. (7 CFR Ch. II (1-1-13 Edition)).
4. The SA retains the right to demand and receive refunds from farmer/grower vendors for charges of more than the actual purchase price for eligible foods and payments already made on improperly electronic benefits.
5. The SA may deny payment to the farmer/grower vendor for improperly transacted electronic benefits.
6. The farmer/grower vendor shall refund any amount demanded within twenty (20) days of receipt of the demand by the SA, unless the farmer/grower vendor has provided documentation, which justifies the price.
7. Disqualification/Civil Money Penalty of a farmer/grower vendor from participation in another FNS Program of the USDA shall result in a disqualification that is the same length of time as the FSP disqualification.
8. If a farmer/grower vendor has been disqualified from the WIC FMNP/SFMNP, they cannot reapply under any other name until the suspension is over.

FARMER/GROWER VENDOR SANCTIONS

TYPES OF ABUSES

Sanction

- | | |
|---|---|
| 1. Farmer/Grower vendor convicted of trafficking electronic benefits. | Permanent |
| 2. Farmer/Grower vendor has one incidence of buying or selling electronic benefits for cash. | Six Years |
| 3. Farmer/Grower vendor has a pattern of charging for food not received by participants. | Three Years |
| 4. Farmer/Grower vendor charges the WIC FMNP/SFMNP and/or WIC Services more for supplemental foods actually purchased than other customers are charged for the same food items. | Three Years |
| 5. Farmer/Grower vendor has a pattern of providing ineligible items in exchange for electronic benefits. | One Year |
| 6. Farmer/Grower vendor has been disqualified from SNAP (Food Stamp Program). | The disqualification shall be for the same length of time as the SNAP disqualification. |
| 7. Farmer/Grower vendor discriminates against WIC/senior participants. | One Year |
| 8. Farmer/Grower vendor fails to maintain at least three (3) self-grown items at | |

all times during the growing season.

One Year

9. All other minor infractions will be required to attend a mandatory training session.

E. TERMINATION OF FARMER MARKET NUTRITION PROGRAM AGREEMENT

1. Upon termination of this agreement NJDOH shall cancel and remove the farmer/grower vendor's code for payment.
2. This Agreement shall terminate upon:
 - a. The end of the designated contract year,
 - b. Change in ownership or cessation of operations,
 - c. Disqualification of farmer/grower vendor from the program,
 - d. Upon fifteen (15) day written advance notice by either party, or
 - e. Failure to meet current farmer/grower vendor selection criteria.
3. NJDOH shall immediately terminate the agreement if it is determined that the farmer/grower vendor has provided false information in connection with its application for authorization.

F. CONFIDENTIALITY

1. NJDOH shall restrict the use or disclosure of information obtained from farmer/grower vendors, or generated by the State Agency concerning farmer/grower vendors. The NJDOH shall provide only the farmer/grower vendor's name, address, and authorization status.
2. NJDOH shall restrict the use or disclosure of Supplemental Nutrition Assistance Program (SNAP) retailer information furnished to it.
3. NJDOH must restrict the use or disclosure of confidential farmer/grower vendor information to persons directly connected with the administration or enforcement of the WIC Program or (SNAP) who NJDOH determines has a need to know the information for purposes of these programs.

G. ADMINISTRATIVE APPEALS

1. A farmer/grower vendor has the right to request an administrative appeal.
2. The farmer/grower vendor or his/her representative in writing must make a request for a hearing to the Grant Appeals Board stating the reasons for the request within twenty (20) business days of the date of notification of adverse action.
3. Once a date has been set for the appeal, the farmer/grower vendor has only one opportunity to reschedule.
4. Expiration of a WIC FMNP/SFMNP or CVB Agreement is not an appealable action.
5. Disqualification of a farmer/grower vendor as a result of disqualification from SNAP is not subject to review.

ADMINISTRATIVE APPEAL OF STATE AGENCY DECISION AGAINST FARMER/GROWER VENDORS

The following are SA procedures for a full administrative review to farmer/grower vendors that appeal a denial for authorization based on the selection criteria, a disqualification, and the imposition of a fine or a civil money penalty in lieu of a disqualification:

1. Written notification of the adverse action, the procedures to file for an administrative review, if any, and the cause(s) for the effective date of the action. Such notification shall be provided to participating farmer/grower vendors not less than 15 days in advance of the action.
2. The opportunity to appeal the adverse action within a time period specified by the State Agency in its notification of adverse action.
3. Adequate advance notice of the time and place of the administrative review to provide all parties involved sufficient time to prepare for the review.
4. The opportunity to present its case and at least one opportunity to reschedule the administrative review date upon specific request.
5. The opportunity to cross-examine adverse witnesses. Where necessary to protect the identity of WIC FMNP/SFMNP or CVB investigators, such examination may be conducted behind a protective screen.
6. The opportunity to be represented by counsel, if desired.
7. The opportunity to examine the evidence upon which the State Agency's action is based prior to the review.
8. An impartial decision-maker, whose decision as to the validity of the State Agency's action shall rest solely on the evidence presented at the hearing, and the statutory and regulatory provisions governing the WIC FMNP/SFMNP.
9. Written notification of the decision on the appeal, including the basis for the decision, within 60 days from the date of receipt of the request for a hearing by the farmer/grower vendor.
10. Upon final receipt of an administrative appeal decision, the farmer/grower vendor has the right to request further action from the Office of Administrative Law.

BANKING INFORMATION	
Bank Name	
Routing Number	Account Number
Federal ID/ SSN #	

Attach a copy of a blank VOIDED check from your account to ensure that your ACH credits are correctly applied.
IMPORTANT: If any of this information changes, please notify New Jersey WIC immediately.

I (We) hereby authorize New Jersey WIC Services to initiate credit entries to my (our) bank account. These credit transactions should be made to the depository bank named above. If funds to which I am not entitled are deposited to my account, I (we) authorize New Jersey WIC Services to direct the financial institution(s) to return said funds.	
Name of Farmer Vendor/Authorized Person (Print)	Title
Signature	Date

AUTHORIZED SIGNATURES

The undersigned represents that he/she is either the sole proprietor and/or has the legal authority to contract for the farmer vendor identified below:

FARMER# FCK 9F VENDOR	
Name of Farmer [, ^] Vendor or Authorized Representative (Print)	
Title	
Signature of Farmer [, ^] Vendor or Authorized Representative	Date
Trade Name of Farm	County
Street Location of Farm	
Mailing Address (if Different)	
City, State, Zip Code	
STATE	
Name of State Agency (NJDOH) Authorizing Agent (Print)	
Title	
Signature of State Agency (NJDOH) Authorizing Agent	Date

The Farmer 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 1963 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 610 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines; and State Agency directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination under any program or activity for which the Farmer receives Federal financial assistance from the State Agency; and hereby gives assurance that it will immediately take measures to effectuate this agreement.

By providing this assurance, the Farmer agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the nondiscrimination laws, and to permit State Agency personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the State Agency 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, reimbursable expenditures, grant or donation of Federal property and interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which 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 Farmer by the State Agency. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance extended in reliance on the representations and agreements made in this assurance.

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