

**2019 Farmers' Market Program Agreement between Berrien
County Health Department and the Farmers and/or Vendors to
Accept SNAP Benefits.**

Market Name: Benton Harbor Farmers Market
Market Address: P.O. Box 706 , Benton Harbor, MI 49023
Phone: 269-927-5639

This agreement by and between Berrien County Health Department and _____, whose address is _____ is effective between June 1, 2019 and October 31, 2019. This agreement is for the purpose of authorizing the above- mentioned farmer/vendor to accept Benton Harbor Farmers Market \$ 1 (one dollar) “Market Money” (wooden coins) at Dwight P. Mitchell City Center Park, Benton Harbor, MI. from authorized Bridge card holders in exchange for eligible products and goods (see attached)

Section 1: By signing this agreement, the Farmer/ Vendor agrees to :

- a) Accepts Benton Harbor Farmers Market \$1 (one dollar) “Market Money” (wooden coins) for eligible purchases.
- b) Display a sign, provided by Berrien County Health Department (BCHD), stating “Market Money” accepted here.
- c) Display prices of all authorized and eligible items for sale.
- d) Not give cash change for purchases of less than value of \$1 Market Money(wooden coins).
- e) Not allow the return of eligible purchased items in exchange for cash.
- f) Not provide cash or credit in exchange for Benton Harbor Farmers Market “Market Money.”
- g) Not collect sales tax on eligible items purchased
- h) Not redeem (cash) Benton Harbor Farmers Market “Market Money” from unauthorized sources.
- i) “Settle up” at the end of each day the market is held. Turning in the “Market Money,” to the Market Manager or his designate at the end of market day.

SNAP Benefits

Section 2: Berrien County Health Department agrees to:

- a) Collect and submit properly redeemed Benton Harbor Farmers Market “Market Money” from the Farmer/Vendor for reimbursement and timely account for and pay the Farmer/Vendor for those Benton Harbor Farmers Market “Market Money.”
- b) Provide training to the Farmer/Vendor on the rules and regulations of the Farmers Market and the Bridge Card program and eligible items for purchase.

Section 3: Sanctions

- a) A Farmer/ Vendor and /or his/her employees who violate any provision in Section 1 will receive a warning from the Berrien County Health Department for the first complaint of a violation. After receipt of the warning letter, a pattern of two violations will result in the BHCD disqualifying the Farmer/Vendor from accepting the Berrien Harbor Farmers Market “Market Money”. Upon a third violation, the Farmer/Vendor will not be allowed to participate in the Farmers Market for a period of one year. A fourth violation results in the Farmer/ Vendor not being able to participate for a period of three years.

Section 4: Certification:

The Farmer/Vendor, through the signature below, accepts all terms of this agreement. This agreement becomes valid only upon the signature of the Farmer/Vendor and the authorized representative of the Berrien County Health Department

Farmer/Vendor: _____
(Name (type or print))

Signature _____ Date _____

Berrien County Health Department Representative: _____
Name (type or print)

Signature _____ Date _____

Note: BCHD is to provide a signed copy of the contract to the Farmer/Vendor. BCHD maintains the original in a file. This institution is an equal opportunity employer.

Double Up Food Bucks

2019 Vendor Agreement



SIGNED CONTRACT MUST BE ON FILE PRIOR TO REIMBURSEMENT

This agreement by and between (Market Name) _____

and (Vendor Business Name) _____

whose address is _____ city _____

state _____ zip _____ phone _____ email _____

is effective during the Double Up Food Bucks program season in 2019 at the Market (above). This agreement authorizes the Vendor (above) to accept Double Up at the specified market from authorized SNAP participants in exchange for eligible products in accordance with market and program guidelines.

SECTION I. BY SIGNING THIS AGREEMENT, THE VENDOR AGREES TO:

1. Display a sign, provided by the farmers market, indicating the Vendor accepts Double Up loyalty credits and/or tokens
2. Exchange Double Up incentives ONLY for eligible products with include: fresh fruit and vegetables grown within the state where the Market is located, plants and seeds that produce food, cut herbs and herb plants, and mushrooms.
3. Prove, upon request, that all product provided in exchange for Double Up incentives was grown within the state where the Market is located.
4. Not give change for purchases made with Double Up incentives.
5. Provide eligible products at or less than the current price charged to other customers.
6. Not allow the return of product purchased with Double Up in exchange for cash or non-food items.
7. Be monitored by the farmers market and/or Fair Food Network for program compliance.
8. Not provide cash or credit in exchange for Double Up tokens.
9. Not accept Double Up incentives for non-food items.
10. Accept Double Up incentives from customers during the market's entire season.
11. Turn in all redeemed tokens to the farmers market for reimbursement in accordance with market and program guidelines.

SECTION II. THE MARKET AGREES TO:

1. Monitor reports from electronic system to account for incentive credits redeemed electronically and/or collect from the Vendor redeemed Double Up tokens and account for and pay the Vendor for any incentives received by the market's closing day.
2. Provide a sign for the Vendor to display indicating the Vendor accepts Double Up incentives.
3. Monitor sales to ensure program guidelines are followed.
4. Submit signed agreement to Fair Food Network upon request.

**2019 FARMERS' MARKET NUTRITION PROGRAM (WIC PROJECT FRESH)
AGREEMENT BETWEEN WIC MARKET MASTER AND FARMER**

WIC Market Master Name (Legal Name):

WIC Market Master Address:

Phone: () _____ County/Local Agency _____

This agreement by and between _____ **WIC Market Master** and
_____ **Farmer**, whose address is:
_____ is effective between **June 1, 2019**

and **October 31, 2019**. This agreement is for the purpose of authorizing the above-mentioned Farmer to accept WIC Project Fresh coupons at _____ (Market Location) from authorized WIC clients in exchange for eligible, locally grown, fresh fruits and vegetables.

SECTION I BY SIGNING THIS AGREEMENT, THE FARMER AGREES TO:

- (a) Have the client sign the coupon and verify that the client's signature on the WIC Project Fresh coupon matches the signature appearing on the coupon booklet cover.
- (b) Display a sign, provided by the state agency, stating **"WIC Project Fresh Coupons Accepted Here."**
- (c) Not to accept WIC Project Fresh coupons outside of their date of validity.
- (d) Display the prices of all authorized fruits and vegetables.
- (e) Be a grower of some of the fruits and/or vegetables that are exchanged for WIC Project Fresh coupons. **NOTE: A grower is an individual or group that has a plot of land or garden that is wholly or partially dedicated for growing produce.**
- (f) Provide only eligible, locally grown, fresh, unprepared fruits and vegetables in exchange for WIC Project Fresh coupons. *Michigan considers produce to be **locally grown** if it is grown within the borders of the state of Michigan or in those counties of the states of Ohio, Indiana and Wisconsin which directly border the state of Michigan.* Farmers can be asked to prove, upon request, that all produce provided in exchange for WIC Project Fresh coupons is eligible, locally grown produce.
- (g) Not give cash change for purchases of less than the value of the coupon(s).
- (h) Provide eligible locally grown fruits and vegetables at the current price or less than the current price charged to other customers.
- (i) Not allow the return of fruits and vegetables purchased with WIC Project Fresh coupons in exchange for cash or for non-food items.
- (j) To be monitored by the WIC Market Master or the state agency for program compliance.
- (k) Not provide cash or credit in exchange for WIC Project Fresh coupons.
- (l) Not collect sales tax on WIC Project Fresh purchases.
- (m) Not redeem WIC Project Fresh coupons from unauthorized sources.
- (n) Not charge the WIC Project Fresh program for food not received by the clients.
- (o) Not redeem WIC Project Fresh coupons for non-food items

Additional requirements (if any) added by the WIC Market Master:

SECTION II THE WIC MARKET MASTER AGREES TO:

- (1) Collect and submit properly redeemed WIC Project Fresh coupons from the Farmer to the state agency for reimbursement, and timely account for and pay the farmers for those coupons.
- (2) Provide training to the Farmer on the rules and regulations of the Farmers' Market Nutrition Program (WIC Project Fresh).

SECTION III SANCTIONS

A Farmer and/or his/her employees who violate provisions (a), (b), (c) or (d) of Section I of this agreement will receive a warning letter from the state agency for the first complaint of a violation. After receipt of the warning letter, a pattern of two violations will result in the state agency disqualifying the Farmer from accepting WIC Project Fresh coupons at any location in the State of Michigan for a period of one year.

A Farmer and/or his/her employees who violate provisions (e), (f) or (g) of Section I of this agreement will receive a warning letter from the state agency for the first complaint of a violation. After receipt of the warning letter, a pattern of two violations will result in the state agency disqualifying the Farmer from accepting WIC Project Fresh coupons at any location in the State of Michigan for a period of two years.

A Farmer and/or his/her employees who violate provisions (h), (i), (j), (k), (l), (m), (n) or (o) in Section I of this agreement will be subject to the state agency disqualifying the Farmer from accepting WIC Project Fresh coupons at any location in the State of Michigan for a period of three years for the first violation.

A Farmer who has been denied authorization by a WIC Market Master to accept WIC Project Fresh coupons or who has been disqualified by the state agency from participation in the WIC Project Fresh Program may appeal to: The Michigan Department of Health and Human Services, WIC Division, Attn: WIC Project FRESH Coordinator, 320 S. Walnut, 6th Floor, Lansing, MI 48913. The appeal must be in writing and received within 21 days of notification of an authorization denial or disqualification.

SECTION IV CERTIFICATION:

The Farmer, through signature below, accepts all terms of this agreement. This agreement becomes valid only upon signature of the Farmer and the WIC Market Master.

FARMER: _____
Name (type or print)

Signature Date

WIC MARKET MASTER: _____
Name (type or print)

Signature Date

Note: The WIC Marker Master is to provide a signed copy of this agreement to the farmer. The WIC Market Master must maintain the original in a file.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter 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;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

**SENIOR FARMERS' MARKET NUTRITION PROGRAM (SENIOR PROJECT
FRESH/MARKET FRESH)
AGREEMENT BETWEEN MARKET MASTER AND FARMER**

**PLEASE NOTE: THE MARKET MASTER RETAINS THE ORIGINAL. DO NOT SEND
COPIES TO OFFICE OF SERVICES TO THE AGING**

Market Master Name (Legal Name):

Market Master Address:

Phone: () _____ County/Local Agency _____

This agreement by and between _____ **Market Master**, and
_____ **Farmer**, whose address is

_____ is effective between May 1, 20__
and December 31, 20__. This agreement is for the purpose of authorizing the above-mentioned Farmer
to accept Senior Project FRESH/Market FRESH coupons at
_____ (Market Location) from authorized Senior Project
FRESH/Market FRESH participants in exchange for eligible products.

SECTION I BY SIGNING THIS AGREEMENT, THE FARMER AGREES TO:

- (a) Have the client sign the coupon and verify that the client's signature on the Senior Project FRESH/Market FRESH coupon matches the signature appearing on the coupon holder.
- (b) Display a sign, provided by the state agency, stating "**Senior Project FRESH/Market FRESH Coupons Welcome Here.**"
- (c) Not to accept Senior Project FRESH/Market FRESH coupons outside of their date of validity.
- (d) Display the prices of all authorized products.
- (e) Be a grower of some of the products that are exchanged for Senior Project FRESH/Market FRESH coupons. **NOTE: A grower is an individual or group that has a plot of land or garden that is wholly or partially dedicated for growing produce.**
- (f) Provide only eligible, locally grown, products in exchange for Senior Project FRESH/Market FRESH coupons. Michigan considers produce to be **locally grown** if it is grown within the borders of the state of Michigan or in those counties of the states of Ohio, Indiana and Wisconsin which directly border the state of Michigan. Farmers can be asked to prove, upon request, that all produce provided in exchange for Senior Project FRESH/Market FRESH coupons is eligible, locally grown produce.
- (g) Not give cash change for purchases of less than the value of the coupon(s).
- (h) Provide eligible locally grown products at the current price or less than the current price charged to other customers.
- (i) Not allow the return of products purchased with Senior Project FRESH/Market FRESH coupons in exchange for cash or for non-food items.
- (j) To be monitored by the Market Master or the state agency for program compliance.
- (k) Not provide cash or credit in exchange for Senior Project FRESH/Market FRESH coupons.
- (l) Not collect sales tax on Senior Project FRESH/Market FRESH purchases.
- (m) Not redeem Senior Project FRESH/Market FRESH coupons from unauthorized sources.
- (n) Not charge the Senior Project FRESH/Market FRESH program for food not received by the clients.
- (o) Not redeem Senior Project FRESH/Market FRESH coupons for non-food items

SECTION II THE MARKET MASTER AGREES TO:

- (1) Collect and submit properly redeemed Senior Project FRESH/Market FRESH coupons from the Farmer to the state agency for reimbursement, and timely account for and pay the farmers for those coupons.
- (2) Provide training to the Farmer on the rules and regulations of the Senior Farmers' Market Nutrition Program (Senior Project FRESH/Market FRESH).

SECTION III SANCTIONS

A Farmer and/or his/her employees who violate provisions (a), (b), (c) or (d) of Section I of this agreement will receive a warning letter from the state agency for the first complaint of a violation. After receipt of the warning letter, a pattern of two violations will result in the state agency disqualifying the Farmer from accepting Senior Project FRESH/Market FRESH coupons at any location in the State of Michigan for a period of one year.

A Farmer and/or his/her employees who violate provisions (e), (f) or (g) of Section I of this agreement will receive a warning letter from the state agency for the first complaint of a violation. After receipt of the warning letter, a pattern of two violations will result in the state agency disqualifying the Farmer from accepting Senior Project FRESH/Market FRESH coupons at any location in the State of Michigan for a period of two years.

A Farmer and/or his/her employees who violate provisions (h), (i), (j), (k), (l), (m), (n) or (o) in Section I of this agreement will be subject to the state agency disqualifying the Farmer from accepting Senior Project FRESH/Market FRESH coupons at any location in the State of Michigan for a period of three years for the first violation.

A Farmer who has been denied authorization by a Market Master to accept Senior Project FRESH/Market FRESH coupons or who has been disqualified by the state agency from participation in the Project FRESH Program may appeal to: Market FRESH Program, Michigan DHHS Aging and Adult Services Agency, 333 South Grand Ave. 4th floor, Lansing MI. 48933. The appeal must be in writing and received within 21 days of notification of an authorization denial or disqualification.

SECTION IV CERTIFICATION:

The Farmer, through signature below, accepts all terms of this agreement. This agreement becomes valid only upon signature of the Farmer and the Market Master.

FARMER: _____
Name (type or print)

Signature Date

MARKET
MASTER: _____
Name (type or print)

Signature Date

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication and Compliance, 1400 Independence Avenue, SW., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer.