

Area Agency on Aging District 7, Inc.

SENIOR FARMERS' MARKET NUTRITION PROGRAM
FARMER APPLICATION/AGREEMENT

This Agreement is entered into for the purpose of participating in the Ohio Senior Farmers' Market Nutrition Program (hereafter, "SFMNP") program year **2023**, which provides fresh, locally-grown produce to eligible participants, and is entered into by and between Area Agency on Aging District 7, Inc., 1 Acy Avenue, Jackson, OH 45640 (hereafter, "Agency") and the following (hereafter, "Farmer"):

(PLEASE PRINT)

Farmer Name:	
Farm/Business Name:	
Home Address:	
City, State, ZIP:	
Mailing Address:	
City, State, ZIP:	
Home Phone:	
Business Phone:	
Email Address:	

I am a NEW farmer to the program. Yes No

To participate in the 2023 Ohio SFMNP, the Farmer shall:

- Grow and sell eligible foods, including produce, herbs, and/or honey at Ohio farmers' markets or roadside stands;
- Have a roadside stand, farm market, or participate in a farmers' market;
- Enter into an agreement for the purpose of participating in Ohio's SFMNP;
- Successfully complete required SFMNP training, and thoroughly read contents of the *Ohio SFMNP Farmers' Manual* (hereafter, "Manual"); and,
- Follow and comply with the SFMNP regulations in accordance with 7 CFR 249 and guidelines as set forth by the Manual.

Farmer Selling Locations

The Farmer shall provide the Agency with information about the location of all farmers' markets or roadside stands in which they will conduct SFMNP business. These locations are the only approved sites in which the Farmer may accept SFMNP coupons in exchange for eligible food.

This Agreement permits the Farmer to conduct SFMNP business within counties specified within the Agency's region, including Adams County, Brown County, Gallia County, Highland County, Jackson County, Lawrence County, Pike County, Ross County, Scioto County and Vinton County.

The information provided will be distributed to SFMNP participants and proxies. *Only include the information you wish to have made publically available to SFMNP participants and proxies.*

FARMERS' MARKET(S) INFORMATION (please print)

Market Name	Address	County	Days/Hours of Operation

FARM STAND(S) INFORMATION (please print)

Name (Business or Stand)	Address	County	Days/Hours of Operation	Phone Number

POSTERS: The Agency will provide the Farmer with one Ohio SFMNP laminated poster for each location in which they are approved to conduct SFMNP business. Posters from last year can be reused.

I do not need/already have posters.

Please send _____ posters.

Farmer Produce

The Farmer shall identify the SFMNP-eligible food (fruits, vegetables, herbs, and/or honey) that they personally grow and plan to sell to SFMNP participants at farmers’ markets and/or roadside stands. ***The Farmer may reference the Manual for a description of SFMNP-eligible foods.***

PRODUCE PRODUCTION (please print)

Item	Rows (feet/acreage)	Quantity (estimated)

(add additional sheets as needed)

The Farmer shall identify below any SFMNP-eligible food (fruits, vegetables, herbs, and/or honey) that they plan to purchase from another source and plan to sell to SFMNP participants at farmers’ markets and/or roadside stands. ***Food purchased from another grower/distributor may only represent a portion of what the Farmer sells.***

The Farmer may reference the Manual for a description of “wholesale” and “locally grown”.

Item	Quantity (estimated)

(add additional sheets as needed)

I. Terms of Agreement

This Agreement shall be effective **MAY 1, 2023** or upon signature by all parties, whichever occurs later, and will terminate effective **OCTOBER 31, 2023**, subject to the terms and conditions contained herein and in the Manual, which is provided to Farmer and incorporated herein by reference in its entirety.

II. The Farmer: Responsibilities and Requirements

A. The Farmer agrees to do the following:

1. Comply with SFMNP guidelines set forth by 7 CFR part 249 and procedures outlined in the Manual;
2. Provide information, as required, to the Agency for periodic reports to the Ohio Department of Aging (hereafter, "ODA");
3. Assure that SFMNP coupons are redeemed only for eligible foods;
4. Provide eligible foods at or less than the price charged to other consumers;
5. Accept SFMNP coupons within the dates of their validity, and submit such coupons for payment within the allowable time period as established by the Agency;
6. In accordance with the procedure established by the Agency, mark each transacted coupon with a farmer identity;
7. Accept training on SFMNP procedures, and provide same training to all farmers and/or employees with SFMNP responsibilities;
8. Agree to be monitored for compliance with SFMNP requirements, including both overt and covert monitoring;
9. Be accountable for actions of farmers or employees in the provision of eligible foods and related SFMNP activities;
10. Reimburse the Agency for any coupons transacted in violation of the Agreement. (The Agency may deny payment to the Farmer for improperly redeemed SFMNP coupons and may demand refunds for payments already made on improperly redeemed coupons);
11. Offer SFMNP participants the same courtesies as other customers;
12. Comply with the non-discrimination provisions of the USDA regulations as provided in 7 CFR 249.7;
13. Notify the Agency if operations cease prior to the end of the authorization period;
14. Clearly mark or post current prices, including sales prices, directly on or near all items;
15. Clearly mark the produce that is, and that which is not, fresh, locally-grown items on the eligible food list;
16. Provide wholesome, quality food. If a participant returns an item due to poor quality, replace it accordingly;
17. Post the sign, provided by the Agency, indicating participation in the SFMNP; and,
18. Work with the Agency to prevent, detect, and correct any abuses or misuses in redemption or reimbursement of SFMNP coupons.
19. Notify the Agency, within 5 days, if they are disqualified from the Ohio WIC Farmers' Market Nutrition Program.

- B. The Farmer agrees to not do the following:
1. Seek restitution from SFMNP participants for coupons not paid by the Agency;
 2. Issue cash change for purchases that are in an amount less than the value of the SFMNP coupon; and,
 3. Collect tax on SFMNP coupon purchases.

III. The Agency: Responsibilities and Requirements

- A. The Agency agrees to do the following:
1. Ensure training and/or instruction is provided to the Farmer on all required program procedures, in accordance with 7 CFR part 249 and the Manual;
 2. Ensure timely payment of a coupon submitted by the Farmer, if the Farmer meets all the coupon redemption and submission requirements;
 3. Require payment to be denied if the Farmer improperly redeems the coupon or is not in compliance with the Manual. (The Agency may offset future invoices to the Farmer for any payment made for an improperly redeemed coupon or for any outstanding monetary assessment);
 4. Comply with the program violation and appeals of adverse action practices. (The Farmer may appeal a sanction, disqualification, or denial of participation in the Ohio SFMNP pursuant to the appeal process and hearing procedures set forth by the Agency. Expiration of this Agreement and claims actions under 7 CFR 249.20 are not appealable);
 5. Make payments to the Farmer contingent upon the availability of appropriated funds. The Agency represents that it has adequate funds to meet its obligation under any contract rewarded for the full period set forth herein; and that it has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period. However, if the government entity charged with overseeing the program fails at any time during such contract periods to continue funding for any contract program's obligation under such, contracts are terminated as of the date that the funding expires, without further obligation of the program.

IV. Termination of Agreement

Neither the Agency nor the Farmer has an obligation to renew this Agreement. Either the Agency or the Farmer may terminate this Agreement for any reason after notifying the other party by certified mail with a 15-day advance written notice of intent to terminate this Agreement.

The Farmer shall notify the Agency by certified mail within 5 business days of disqualification from the WIC Farmers' Market Nutrition Program.

If the Farmer owes the Agency for any monetary assessment, or any other money, the Farmer shall pay the amount due before the effective date of termination. Voluntary termination shall not affect any action by the Agency to sanction the Farmer.

V. Program Violations

ODA defines the type and level of sanctions to be applied against the Farmer based upon the severity and nature of a SFMNP violation. Farmers may be sanctioned and/or disqualified by the Agency when appropriate.

The Agency reserves the right to terminate or sanction a Farmer if the Farmer violates the signed Agreement between the Agency and the Farmer. Violations may result in suspension or disqualification from the Ohio SFMNP. Violations are classified into three levels of non-compliance: Class I, Class II and Class III.

A. Class I Violations

Class I violations are violations of one single finding of noncompliance for a practice listed on the SFMNP Farmers/Market Managers Compliance Tool.

Class I violations result in a warning letter issued from the Agency. This warning letter serves as written notice of the first violation so the Farmer can correct the deficiency.

B. Class II Violations

Class II violations are violations of two findings of noncompliance for a practice listed on the SFMNP Farmers/Market Managers Compliance Tool. Class II violations are two findings of Class I violations throughout one program year.

Class II violations result in a citation letter issued from the Agency. This citation letter serves as written notice of non-compliance so the Farmer can correct the deficiency.

C. Class III Violations

Class III violations are violations that are considered more serious areas of non-compliance and may result in suspension and/or disqualification from the Ohio SFMNP.

Class III violations are findings of non-compliance of one or more of the following practices:

1. The Farmer accepts coupons in exchange for cash;
2. The Farmer charges participants and/or proxies more than other customers;
3. The Farmer does not complete the Agreement truthfully;
4. The Farmer seeks restitution from a participant and/or proxy for a coupon(s) not paid by the Agency;
5. The Farmer fails to notify the Agency about disqualification from the Ohio WIC Farmers' Market Nutrition Program (FMNP); and/or,
6. The Farmer is cited for three or more Class I violations.

A Class III violation results in a citation letter issued from the Agency for immediate SFMNP suspension.

VI. Other Terms and Limitations

- A. By signing this Agreement, the Farmer acknowledges and agrees that in the event he/she violates this Agreement or the requirements of the Manual, he/she may be prosecuted for fraud and/or misuse of SFMNP funds under any applicable federal, state, or local laws;
- B. This Agreement is not assignable or transferable under any circumstances or for any reason;
- C. By signing this Agreement, the Farmer represents and warrants to the Agency that he/she and his/her employees engaged in the administration or performance of this agreement are knowledgeable of and understand all requirements for participation in the Ohio SFMNP, and acknowledges and agrees that the Agency may rely on this representation in entering this Agreement;
- D. The Farmer affirmatively represents, warrants and certifies that he/she and his/her employees engaged in administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws including but not limited to Chapter 102 and sections 2921.42 and 2921.43 of the Ohio Revised Code, and the policies of the Agency prohibiting real and apparent conflicts of interest. Farmer further represents, warrants and certifies that neither the Farmer nor any of his/her employees will do any act that is inconsistent with such laws or policies or otherwise presents a conflict of interest.
- E. This Agreement is not effective unless and until all required information is submitted to the Agency by the Farmer and the Agreement has been signed by both parties;
- F. This Agreement shall be governed by the laws of the State of Ohio, and the venue for any disputes will be in the appropriate court within the State of Ohio;
- G. If any provision of this Agreement or the application of any provision is held by a court to be contrary to law, the remaining provisions of this Agreement will remain in full force and effective;
- H. Subject to the limitations on assignment provided elsewhere in this Agreement, this Agreement will be binding upon and incur to the benefit of the respective successors and assigns of the parties;
- I. The Farmer agrees to keep all financial records related to this Agreement in a manner consistent with Generally Accepted Accounting Principles (GAAP) or equivalent accounting principles. Additionally, the Agency must keep separate business records for this project, including records of disbursements and obligations incurred that must be supported by Agreements, invoices, vouchers, and other data as appropriate. During the period covered by this Agreement and until the expiration of three (3) years after final payment under this Agreement, the Farmer agrees to provide the Agency, or any authorized representatives providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Farmer involving transactions related to this Agreement. The Farmer must provide access to these records no later than five (5) business days after the request by the Agency, the Agency's designee, or any party with audit rights. If an audit reveals any material deviation from the Agreement requirements, any misrepresentations, or overcharge to the Agency or any other provider of funds for this

Agreement, the Agency or other party will be entitled to recover damages as well as the cost of the audit;

- J. Parties included in this Agreement shall ensure compliance with the requirements of FNS regulations governing nonprocurement debarment/ suspension (2 CFR part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension, and USDA implementing regulations 2 CFR part 417) and drug-free workplace (2 CFR part 182, Government-wide Requirements for Drug-Free Workplace, as well as FNS regulations governing restrictions on lobbying (2 CFR part 200, subpart E and USDA implementing regulations 2 CFR part 400, part 415, and part 418), where applicable;
- K. For the management or operation of farmers, farmers' markets, and/or roadside stands, both parties shall comply with the requirements of 2 CFR part 200 and USDA implementing regulations 2 CFR part 400 and part 415;
- L. Both parties shall comply with SFMNP reports and recordkeeping requirements, in accordance with 2 CFR part 200, subpart D and USDA implementing regulations 2 CFR part 400 and part 415, and 7 CFR 249.

WHEREFORE, the parties have caused this Agreement to be executed as of the date indicated below, and by signing below, the signatories represent and warrant to one another that they have the authority to legally bind each respective party to this Agreement.

FARMER:

I have been disqualified from the WIC Farmers' Market Program. No Yes

Farmer Signature

Date

PRINT Farmer Name

AGENCY:

Melissa Dever, Executive Director

Date