

Ohio Senior Farmers' Market Nutrition Program Participating Farmer Agreement 2020

This Agreement is entered into for the purpose of participating in the Ohio Senior Farmers' Market Nutrition Program (hereafter, "SFMNP") program year 2020, which provides authorized fresh, locally grown produce to eligible participants, and is entered into by and between the Area Agency on Aging, Dist. 7, Inc. (hereafter, "Agency") and the following (hereafter, "Farmer"):

FARMER INFORMATION					
Farmer Name:					
Farm/Business Name:					
Home Address*:					
	City:		Zip Code:		County:
Mailing Address:					
	City:		Zip Code:		County:
Phone Number:	Home:			Business:	
Email Address:					

*Home address must not include a P.O. box.

To participate in the 2020 Ohio SFMNP, the Farmer shall:

- Grow and sell eligible foods, including produce, herbs and/or honey at Ohio farmers' markets or road 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'/Market Managers' 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, BROWN, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, ROSS, SCIOTO, VINTON

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

FARMERS' MARKET(S) INFORMATION			
Name	Address	County	Times of Operation (Days & Hours)

FARM STAND(S) INFORMATION				
Name (Business or Stand)	Address	County	Times of Operation (Days & Hours)	Phone Number

The Agency will provide the Farmer with **one** Ohio SFMNP laminated poster for **each** location in which they are approved to conduct SFMNP business.

I. Terms of Agreement

This Agreement shall be effective _____ or upon signature by all parties, whichever occurs later, and will terminate effective _____, subject to the terms and conditions contained herein and, in the Manual, which is attached hereto 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 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 customers;
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 identifier;
7. Accept training on SFMNP procedures and provide training to farmers and any employees with SFMNP responsibilities and such procedures;
8. Agreed 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. Pay 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 nondiscrimination provisions of the USDA regulations as provided in 7 CFR 249.7;
13. Notify the Agency if he/she ceases operation prior to the end of the SFMNP authorization period;
14. Clearly mark or post current prices, including sale prices, directly on or near all produce;
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 a produce due to poor quality, replace it accordingly;
17. Post the sign, provided by the Agency, indicating participation in SFMNP; and,

18. Work with the Agency to prevent, detect, and correct any abuses or misuses in redemption and reimbursement of SFMNP coupons.

B. The Farmer agrees to not do the following:

1. Seeks 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 2020 pursuant to the appeal process and hearing procedures set forth by the Agency. Expiration of this Agreement and AAA amendments to this Agreement and claims actions under 7 C.F.R. 249.20 are not appealable;
5. Make payments to the Farmer contingent upon the availability of appropriate of funds. The Agency represents that it has adequate funds to meet its obligation under any contract awarded 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 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 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 (Appendix C).

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 violation result in a citation letter issued from the Agency. This citation letter serves as written notice of noncompliance so the Farmer can correct the deficiency.

C. Class III Violations

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

Class III violations are findings of noncompliance 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 Agency 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 below, 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 below, 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 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 the 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 shall 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 contrary to law, the remaining provisions of the Agreement will remain in full force and effect;
- H. Subject to the limitations on assignment provided elsewhere in this Agreement, this Agreement will be binding upon and inure 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 Agency agrees to provide the State, 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 Agency involving transactions related to this Agreement. The Agency must provide access to the requested records no later than five (5) business days after the request by the State, the State'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 State or any other provider of funds for the Agreement, the State 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.

I have been disqualified from the WIC Farmers Market Nutrition Program.

No Yes

Farmer

_____ Date

Farmer Signature

Print Farmer Name

Agency

_____ Title _____ Date

Agency Representative Signature