

Department of Public Health and Human Services/Aging Services  
**2009 SENIOR FARMERS' MARKET NUTRITION PROGRAM AGREEMENT**

Renewal    Years valid 2009-2011

Please print

NAME \_\_\_\_\_ PHONE \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

This is an agreement between the State Senior Farmers' Market Nutrition Program (hereafter referred to as the SFMNP) and the above named Farmer to participate in the SFMNP. This agreement begins **April 30, 2009** or upon signature of all parties, whichever occurs later, and ends **November 30, 2011** and is subject to the following terms and conditions:

**I. FARMER'S RESPONSIBILITIES**

**A. Farmer agrees to:**

1. Assure that SFMNP coupons are redeemed only for eligible foods (listing provided).
2. Provide eligible foods at or less than the price charged to other customers.
3. Accept SFMNP coupons within the market year ending the first weekend of November and submit such coupons for redemption by the last day of November of each year.
4. Enter an identifier on each to be redeemed coupon in the Farmer ID space.
5. Receive training on SFMNP procedures; provide training to and be accountable for the actions of employees in the sale of fresh fruits, herbs and vegetables, redemption of coupons and submission of coupons for payment.
6. Be accountable for actions of Farmers or employees in the provision of eligible foods and related activities.
7. Pay the State agency for any coupons transacted in violation of this agreement.
8. Offer SFMNP participants the same courtesies as other customers.
9. Assist in providing information to the SFMNP if needed for periodic federal reporting.
10. Notify the SFMNP if the Farmer ceases operation prior to the end of the year.
11. Clearly mark or post current prices of all eligible produce.
12. Display the SFMNP sign provided by SFMNP at the Farmer's booth.
13. Accept coupons only for the designated Farmers' Market where the Farmer operates.
14. Agree to be monitored for compliance with SFMNP requirements, including both overt and covert monitoring.
15. Treat as confidential the identity of any SFMNP participant and any information about their benefits, participation or filing of a complaint that is obtained in providing services.
16. Assure that they have not been debarred or suspended from participation from any federal program and will notify the state if they are in the future.
17. Assure that neither the Farmer, any employee, officer or board member connected to this Agreement has any personal financial interest beyond that as vendor, whether direct or indirect. The Farmer will make all reasonable efforts to determine whether if the aforementioned has a conflict of interest. Any conflict of interest will be immediately disclosed in writing to the SFMNP, and vendor may request a waiver.

**B. Farmer shall not:**

1. Seek restitution from SFMNP participants for coupons not paid by the SFMNP.
2. Issue cash change for purchases less than the \$2 value of the SFMNP coupon.
3. Issue any document, such as a rain check, that purports to give a participant the right to return for produce after the participant or proxy has signed the coupon.
4. Accept any coupons that the valid time period or any other provision has been altered.

5. Redeem checks accepted by, or on behalf of, non-authorized farmers.
6. Deny benefits, or otherwise discriminated against SFMNP participants on the grounds of race, color, national origin, age, sex or disability. The farmer agrees to comply with Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination (parts 15, 15a and 15b of this title); and applicable Food & Nutrition Services instructions, including requirements for racial and ethnic participation data collection, public notification of the nondiscrimination policy, and annual reviews of each local agency's racial and ethnic participation data (as required by title VI of the Civil Rights Act of 1964).

**SFMNP RESPONSIBILITIES:**

1. Provide training to Farmer on all the required Program procedures.
2. Ensure payment for coupons submitted by Farmer in a timely manner, if Farmer meets all coupon redemption and submission requirements.
3. Provide the Farmer with 15 days advance notice before imposing a penalty for abuse of the SFMNP requirements listed below along with a copy of the SFMNP fair hearings process with the notification.
4. Deny payment if Farmer improperly redeems the coupon.
5. SFMNP or its authorized representative may offset future payments to the Farmer for any payment made for an improperly redeemed coupon or for any administrative assessment or monetary penalty.

A Farmer who commits fraud or engages in other illegal activity is liable to prosecution under applicable Federal, State or local laws. The SFMNP may disqualify a farmer for SFMNP violations. The Farmer has the right to appeal a denial of an application to participate, a disqualification, or a SFMNP sanction by the State agency. Expiration of a contract or agreement with a farmer, and claims actions are not appealable. Neither the SFMNP nor the Farmer has an obligation to renew this agreement. The SFMNP or the Farmer may terminate the agreement for cause after providing advance written notice.

First time violations of any requirements listed under I.A or I.B 1-4 will result in a written warning. Second violations of these requirements or violation of B 5 will result in a 15 day suspension from the postmark date of the written warning. Any further repeat violations of any of these requirements will result in disqualification beginning 15 days from date of receipt of the written notice and which will remain in effect for the remainder of the current market season and the following season.

In accordance with the federal law and USDA policy, the Farmer shall not discriminate on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, the following process shall be used; the complainant shall write USDA, Director, office of Civil Rights, 1400 independence Ave SW, Washington DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer.

|                    |      |
|--------------------|------|
| Farmer's signature | Date |
|--------------------|------|

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|--|------|
| Kelly Williams, Administrator, SLTCD/DPHHS | Date |
|--|------|

Markets: Billings    Bozeman    Darby    Hamilton    Helena    Livingston  
Manhattan    Miles City    Missoula    Stevensville

Questions/concerns/training: contact Doug Blakley, State Aging Services at 1-800-332-2272