

## 2018 Farm Direct Nutrition Program (FDNP) Farmers Market Agreement

### 1. The Market agrees to:

- a. Comply with FDNP requirements contained in 7 CFR 248, 7 CFR 249, Oregon Administrative Rules 333-052-0030 through 333-052-0130 as they pertain to markets, FDNP procedures, and this agreement.
  - b. Cooperate with staff from the Oregon Health Authority (OHA) and Oregon Department of Agriculture (ODA) in monitoring for compliance with program requirements and provide information as they may require.
  - c. Ensure an FDNP-authorized farmer is present at market during all market hours of operation.
  - d. Accept training on program procedures and provide training to market staff, including volunteers, and eligible farmers on behalf of OHA.
  - e. Be accountable for actions of market staff, including volunteers, in the provision of foods and related activities.
  - f. Cooperate in investigations of authorized farmers who:
    - i. Redeem checks for ineligible foods;
    - ii. Charge FDNP check customers higher prices than other customers;
    - iii. Accept FDNP checks before June 1 or after October 31;
    - iv. Issue change for produce purchased with FDNP checks;
    - v. Allegedly do not meet the definition of eligible farmer;
    - vi. Abuse any other program procedures.
  - g. Comply with all state or federal laws regarding non-discrimination, and applicable FNS instructions to ensure that no person shall, on the grounds of race, color, national origin, age, sex or handicap, be excluded from participation, be denied benefits, or be otherwise subjected to discrimination, under the FDNP.
  - h. Notify OHA when and if the Market ceases operation prior to the end of the authorization period.
2. **Period of Performance: April 1, 2018 through March 31, 2019**, unless sooner terminated as provided herein.
3. **Disqualification:** The market may be disqualified for FDNP abuse or violation of program requirements, including eligibility requirements. The Market can be prosecuted for program fraud or abuse under applicable federal, state or local laws, but the Market is not liable for fraud committed by individual farmers participating at the market. The FDNP maintains no obligation to reinstate a Market's authorization after disqualification. The Market may reapply to participate in this program as stipulated in the disqualification notification.
4. **Notification of Action:** When OHA denies an application to participate in the FDNP, the denial shall be in writing. The notice shall state the basis for denial. When OHA proposes to take an adverse action against the Market with whom OHA has an agreement, OHA shall give the respective Market a written notice. The notice shall:
- a. State the cause for the action;
  - b. State the effective date of the action;
  - c. State the procedure for requesting an appeal;
  - d. Be provided to the Market no less than 15 calendar days in advance of the effective date of action.
5. **Appeal:** The Market has the right to appeal a denial of an application to participate, a disqualification, or a FDNP sanction by OHA within 15 days of notification. All appeals must be in writing, and addressed to the FDNP Coordinator, 800 NE Oregon Street, Suite 865, Portland, OR 97232. Expiration of an agreement and claims actions are not subject to appeal.
6. **Termination:** Neither OHA nor the Market has an obligation to renew the agreement. OHA shall have the right to terminate the agreement for cause and the Market has the right to terminate the agreement after providing 15 days advance written notification. Termination notices from the Market shall be addressed to: FDNP Coordinator, 800 NE Oregon Street, Suite 865, Portland, OR 97232.
7. **Prosecution:** A Market that commits fraud or engages in other illegal activity is liable to prosecution under applicable Federal, State, or local laws.