

## **Oregon Farm Direct Nutrition Program (FDNP) Farmer Agreement**

- 1) The Farmer 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 Farmers, FDNP procedures and this agreement.
  - b. Accept training on program procedures and assure that all persons working in the Farmer's farmers market stall and/or farm stand are trained using the farmer packet provided by the Oregon Health Authority (OHA).
  - c. Display "Oregon Farm Direct Nutrition Checks Welcome Here!" signs in a visible location on each day of operation when at authorized farmers markets or farm stand.
  - d. Accept FDNP checks within the valid program dates of **June 1 through October 31**, and deposit or cash all FDNP checks by November 30. (Farmers are *strongly encouraged* to deposit or cash checks weekly.)
  - e. Accept FDNP checks only for eligible foods: unprocessed, fresh, locally-grown fruits, vegetables, and cut herbs. (No meat, nuts, eggs, seeds, plants, baked goods, honey, or flowers.)
  - f. Assure FDNP shoppers receive equitable treatment, including the availability of produce that is of the same quality, and no greater price, than sold to other shoppers.
  - g. Provide FDNP shoppers with the full amount of product for the value of each check.
  - h. Not give cash change for purchases less than the value of the FDNP check(s).
  - i. Assure all FDNP checks are stamped with the Farmer ID number and properly endorsed before cashing or depositing at the Farmer's financial institution.
  - j. Cooperate with staff from OHA, United States Department of Agriculture (USDA), or the Oregon Department of Agriculture (ODA) in monitoring for compliance with program requirements and provide information that OHA or ODA may require.
  - k. Be accountable for the actions of any person working in the Farmer's stall and/or farm stand in the provision of food and related activities.
  - l. Comply with all state or federal laws regarding non-discrimination.
  - m. Notify OHA when and if the Farmer ceases operation prior to the end of the authorization period.
  - n. Not charge sales tax on FDNP purchases.
  - o. Pay OHA for any FDNP checks transacted in violation of this agreement.

- p. Not seek restitution from FDNP check recipients for checks not paid by OHA.
  - q. Not provide rain checks or credit to shoppers for FDNP checks;
  - r. Not use FDNP checks for any purpose other than to deposit or cash at the Farmer's financial institution.
  - s. Not accept FDNP checks from unauthorized farmers.
  - t. Only accept Oregon FDNP checks.
- 2) **Period of Performance:** Shall not exceed three years.
  - 3) **Disqualification:** The Farmer may be disqualified for any FDNP abuse or violation of program requirements, including eligibility requirements. The FDNP maintains no obligation to reinstate a Farmer's authorization after disqualification. The Farmer may reapply to participate in this program as stipulated in the disqualification notification.
  - 4) **Claims:** OHA may deny payment to the Farmer for improperly redeemed FDNP checks and may demand refunds for payments already made on improperly redeemed checks.
  - 5) **Notification of Action:** When ODA 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 Farmer with whom OHA has an agreement, OHA shall give the respective Farmer 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; and
    - d. Be provided to the Farmer not less than fifteen (15) calendar days in advance of the effective date of the action.
  - 6) **Appeal:** The Farmer has the right to appeal a denial of an application to participate, a disqualification, or a FDNP sanction by OHA within 30 days of notification. All appeals must be in writing, and addressed to: Oregon FDNP Coordinator, 800 NE Oregon Street, Suite 865, Portland, OR 97232. Expiration of an agreement and claims actions are not subject to appeal.
  - 7) **Termination:** Neither OHA nor the Farmer has an obligation to renew the agreement. OHA shall have the right to terminate the agreement for cause and the Farmer has the right to terminate the agreement after providing fifteen (15) days advance written notification. Termination notices from the Farmer shall be addressed to: Oregon FDNP Coordinator, 800 NE Oregon Street, Suite 865, Portland, OR 97232.
  - 8) **Prosecution:** A Farmer who commits fraud or engages in other illegal activity is liable to prosecution under applicable Federal, State, or local laws.