

2019 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 Oregon Health Authority (OHA) and Oregon Department of Agriculture (ODA) staff in monitoring for compliance with program requirements and provide information as required.
 - c. Ensure at least one FDNP-authorized farmer is present during all market hours of operation.
 - d. Accept training on program procedures and provide training to market staff.
 - 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 November 30;
 - 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 program abuse or violation, or not meeting all 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 pursuant to ORS 183. Expiration of an agreement and claims actions are not subject to appeal. All appeals must be filed within 30 days of notice from the Authority, in writing, mailed to:
- Farm Direct Nutrition Program
c/o FDNP Coordinator
800 NE Oregon Street, Suite 865
Portland, OR 97232
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:
- Farm Direct Nutrition Program
c/o 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.

Certification and Merger

This Agreement, Parts 1 through 7, constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless it is in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The Farmers Market location, by signature of its authorized representative, hereby acknowledges that the Farmers Market location has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Governing Law

All rights and obligations of the parties to this Agreement are governed by federal and state of Oregon law and the terms and provisions of this Agreement, including Parts 1 through 7. Any claim or litigation between OHA and the Farmers Market location that arises out of or relates to this Agreement shall be commenced and maintained pursuant to ORS 413.500 and ORS 183.

Farmers Market location Agreement Signature

The undersigned certifies that they have the legal authority to sign contracts on behalf of the Farmers Market location that obligates the Farmers Market location to adhere to the terms and conditions listed in parts 1 through 7 of this agreement. You will receive a copy of the fully executed agreement once it has been signed by the Authorized Agent for OHA.

By entering your name and todays date below you are electronically signing this Agreement.

_____ / ____ / _____

State Agency Use Only

Authorized Agent for OHA

Name: **Sue Woodbury**
Title: **WIC/FDNP Section Manager**

_____ / ____ / _____