

## **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, and 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 all persons working in the 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 November 30**, and deposit or cash all FDNP checks by December 31. (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 culinary herbs. (No meat, nuts, eggs, seeds, plants, baked goods, honey, or flowers.)
- f. Assure FDNP shoppers receive equitable treatment, including availability of produce of the same quality, and no greater price, 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 before cashing or depositing.
- j. Cooperate with staff from OHA and United States Department of Agriculture (USDA) in monitoring for compliance with program requirements and provide information that OHA 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 they cease operation prior to the end of the authorization period.
- n. Not charge sales tax on FDNP purchases.
- o. Pay OHA for any FDNP check transactions 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 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 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 pursuant to ORS 183. 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.

### **Certification and Merger**

This Agreement, Parts 1 through 8, 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 Farmer, by signature of its authorized representative, hereby acknowledges that the Farmer 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 8. Any claim or litigation between OHA and the Farmer that arises out of or relates to this Agreement shall be commenced and maintained pursuant to ORS 413.500 and ORS 183.