

# Oregon 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) 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 for program violations under Oregon Administrative Rules 333-052-0090.
- 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: June 1, 2020 through March 31, 2021**, 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.
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.