

Oregon Farm Direct Nutrition Program Farmer Agreement



- 1) ("Farmer") agrees to:
 - a. Comply with the Farmers' Market Nutrition Program requirements contained in 7 CFR 248, the Senior Farmers' Market Nutrition Program requirements contained in 7 CFR 249, and the Farm Direct Nutrition Program ("Farm Direct") requirements contained in Oregon Administrative Rules 333-052-0030 through 333-052-0130 as they pertain to Farmers, Farm Direct procedures, and this Oregon Farm Direct Nutrition Program Agreement ("Agreement").
 - b. Accept training on Farm Direct program requirements and assure all persons working in Farmer's market stall and/or farm stand are trained using the "Guide for Farmers and Markets" provided by the Oregon Health Authority (OHA.)
 - c. Prominently display the program sign provided by OHA in a visible location on each day of operation at each selling location.
 - d. Accept Farm Direct vouchers ("Farm Direct Dollars") between the dates of **June 1 through November 30**, and scan all Farm Direct vouchers for payment by December 15 of the same calendar year.
 - e. Accept Farm Direct vouchers only for eligible foods: unprocessed, fresh, locally-grown fruits, vegetables, and cut culinary herbs.
 - f. Assure Farm Direct shoppers receive equitable treatment, including availability of produce that is of the same quality and no greater price than sold to other shoppers.
 - g. Provide Farm Direct shoppers with the full amount of product for the value of each Farm Direct voucher.
 - h. Not give cash change for purchases less than the value of the Farm Direct voucher(s).
 - i. Register with OHA's payment processor using the farm identifier provided by OHA, prior to scanning vouchers for payment.
 - j. Cooperate with staff from OHA and United States Department of Agriculture (USDA) in monitoring for compliance with Farm Direct 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. Respond to requests, implement corrective action, and comply with the terms in final orders as directed by OHA.
 - m. Comply with all state or federal laws regarding non-discrimination.
 - n. Notify OHA when and if they cease operation prior to the end of this agreement.
 - o. Not charge sales tax on Farm Direct voucher purchases.
 - p. Reimburse OHA for any Farm Direct voucher transactions in violation of this Agreement.
 - q. Not seek restitution from Farm Direct participants for vouchers not paid by OHA.
 - r. Not provide any form of credit to shoppers for Farm Direct vouchers.
 - s. Not use Farm Direct vouchers for any purpose other than to process for payment.
 - t. Not accept Farm Direct vouchers from unauthorized farmers.

2) **Period of Performance:** Shall not exceed three years, beginning June 1 of the year Farmer signs this Agreement.

3) **Violations and Sanctions.**

- a. The first instance of the following violation(s) may be met with a Notice of Non-Compliance. Any subsequent instances of violation will be met with a 4-month disqualification:
 - i. Accepting Farm Direct vouchers for ineligible foods.
 - ii. Failing to prominently display the program sign provided by OHA, on each day at each selling location.
 - iii. Failing to provide Farm Direct shoppers with the full amount of product for the value of each Farm Direct voucher.
 - iv. Failing to ensure that Farm Direct shoppers receive equitable treatment, including the availability of produce that is of the same quality and no greater price than sold to other shoppers.
 - v. Charging sales tax on Farm Direct voucher purchases
 - vi. Seeking restitution from Farm Direct shoppers for vouchers not paid by the Authority.
 - vii. Giving cash back for purchases less than the value of a Farm Direct voucher.
 - viii. Accepting Farm Direct vouchers from an unauthorized farmer.
 - ix. Failing to respond to requests, implement corrective action, or comply with the terms in final orders as directed by the Authority.
 - x. Using Farm Direct vouchers for any purpose other than to process for payment.
- b. The first instance of the following violation(s) will be met with a Notice of Non-Compliance. Any subsequent instances will be met with a denial of authorization the following season:
 - i. Failing to reimburse the State for Farm Direct vouchers improperly transacted.
 - ii. Failing to cooperate with staff from the Authority or their designees in monitoring for compliance with Farm Direct program requirements and failing to provide information the Authority or their designees may require.
- c. Any instance of the following violation will be met with a 4-month disqualification:
 - i. Providing credit in exchange for Farm Direct vouchers.
- d. Any instance of the following violation(s) will be met with an immediate disqualification for the remainder of the current season and the entire following season:
 - i. Trafficking in Farm Direct vouchers (exchanging vouchers for cash, controlled substances, tobacco products, firearms, or alcohol in any amount).
 - ii. A USDA-substantiated violation of laws regarding non-discrimination, and applicable USDA instructions.

- 4) **Disqualification:** The Farm Direct Nutrition Program maintains no obligation to reinstate Farmer's authorization after disqualification. Farmer may reapply to participate in the Farm Direct Nutrition Program at the end of the disqualification period.
- 5) **Claims:** OHA may demand refunds for payments already made on improperly redeemed vouchers.
- 6) **Notification of Action:** When OHA proposes to take an adverse action against Farmer, OHA shall give the Farmer a written notice. The notice shall:
 - a. State the action proposed to be taken against Farmer;
 - b. State the effective date of the action;
 - c. State the procedure for requesting a hearing except where Farmer is not entitled to a hearing as provided in OAR 333-052-0130(2); and
 - d. Be provided to Farmer not less than thirty (30) calendar days in advance of the effective date of the action.
- 7) **Termination:** Neither OHA nor the Farmer has an obligation to renew this Agreement. OHA shall have the right to terminate this Agreement for cause and Farmer has the right to terminate this Agreement after providing fifteen (15) days advance written notification. Termination notices from Farmer shall be addressed to: Farm Direct Nutrition Program c/o Farm Direct 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.
- 9) **Conflict of Interest:** OHA reserves the right to terminate this Agreement if OHA identifies a conflict of interest between the Farmer and OHA or any of its local agencies.

Certification and Merger

This Agreement, Parts 1 through 9, constitutes the entire Agreement between Farmer and OHA (individually, "party" and together, "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. Farmer, by signature of its authorized representative, hereby acknowledges that 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 9. Any claim or litigation between OHA and Farmer that arises out of or relates to this Agreement shall be commenced and maintained pursuant to ORS 413.500 and ORS 183.