

FARM STAND PARTICIPATION AGREEMENT – 2020 PROGRAM
with Vermont Department for Children and Families, Economic Services Division (ESD)

Completed by Farm Stand:

Farm Stand Name:

Mailing Address:

Completed by ESD once Farm Stand is enrolled:

Farm Stand Code #:

Length of Agreement

One year Expires December 31st, 2020

Three years Expires December 31st, 2022

A. THE FARM STAND SHALL:

1. Comply with the current *Rules and Procedures* and adhere to the program's current *Financial Policies and Procedures* in managing coupon-related transactions.
2. Redeem coupons only for eligible foods, as identified in the current *Rules and Procedures*.
3. Offer eligible foods to coupon customers at prices equal to or lower than the current price charged to other customers.
4. Accept coupons only when they are unexpired and valid, i.e., July 1 through October 31 of the program year. A farm stand that relocates during the program season shall post signs at the location that was listed for that farm stand, directing coupon recipients to the new location.
5. Offer Farm to Family coupon customers the same courtesies as other customers of the farm stand.
6. Comply with USDA nondiscrimination regulations to ensure that no person shall, on the grounds of race, color, national origin, sex, religious creed, disability, age, political belief, or reprisal or retaliation for prior civil rights activity can be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under this program.
7. Complete training on program procedures and provide training to farm stand employees on such procedures. Training may be in the form of instructional materials provided by ESD. However, face-to-face training is available to any farm stand owner or employee requesting such training, and may be required of other farmer stands, who would be so notified by ESD.
8. Be accountable for actions of farmers or employees related to the exchange of Farm to Family coupons for eligible foods.
9. Be accountable for any coupons transacted in violation of this Agreement.
10. Agree to be monitored for compliance with program requirements.
11. Provide information required by ESD for program management and reporting purposes. This includes submitting batches of accepted coupons for redemption on a steady basis and comply with provisions of the

current *Financial Policies and Procedures*.

12. Assure that each coupon is marked with a valid farm stand number before being submitted to ESD.
13. Submit the year's final coupon redemption reimbursement request to ESD no later than fifteen days after the farm stand closes for the season, or by November 10, whichever is sooner.
14. Notify ESD immediately if the farm stand goes out of business or stops selling eligible foods, or of any change in its name, Federal Employer Identification Number (EIN), address, schedule or location, or in the individuals handling Farm to Family coupon responsibilities for the farm stand.
15. Assure that the business, organization or individual to whom the Internal Revenue Service assigned the Federal Employer Identification Number (EIN) that the farm stand uses for Farm to Family banking or check cashing purposes is, to the best of the farm stand's knowledge, in good standing with the Vermont Department of Taxes, and will remain in good standing for the duration of this agreement.

B. THE FARM STAND SHALL NOT:

1. Collect sales tax on coupon purchases.
2. Seek reimbursement from coupon shoppers for coupons not redeemed by ESD.
3. Issue cash change for purchases made with coupons.

C. IT IS FURTHER AGREED THAT:

1. If the farm stand has chosen direct deposit to receive their payment from ESD, the account shall remain open and active from May 1 through December 31.
2. Farm to Family Program payments from ESD are payable to the farm stand owner or its sponsoring organization and not to any individual who may be associated with the farm stand.
3. ESD is not obligated to pay the farm stand for any coupons that are transacted improperly or after their expiration date, or that are hand-delivered or postmarked to ESD later than November 10 of the program year.
4. ESD may deny payment to the farm stand for improperly redeemed coupons and may establish a claim for payments already made on improperly redeemed coupons.
5. A farm stand who commits fraud or abuse is liable to prosecution under applicable Federal, State, and local laws.
6. Neither ESD nor the farm stand is obliged to renew this agreement. Either ESD or the farm stand may terminate this agreement without cause after providing 30 (thirty) days advance written notification.
7. **Program Sanctions:** ESD may take action against a farm stand for violating the terms of this Agreement with at least fifteen (15) days advance written notice stating the adverse action, its causes, and the effective date. An adverse action may include, but not necessarily be limited to, a probationary period. Any adverse action may be appealed in accordance with the *Rules and Procedures*.
8. ESD may elect to waive an action against a farm stand if such action would significantly impair the ability of the program to meet its objectives. In the event of a decision to act against a farm stand with cause, ESD will, at the request of the farm stand and in conjunction with the Program's cooperating agencies, hold a compliance conference with officers of the farm stand to determine if, or under what conditions, the farm stand will be permitted to continue participating in the program.

- 9. This Agreement takes effect on the date it is co-signed by the Program Coordinator at ESD or his/her designee. The farm stand will receive a copy for their records. Except in the case of termination or sanction under clauses 6 or 7 above, and in accordance with the *Rules and Procedures*, this Agreement will be valid for the period noted on page 1. Agreements are for one or three years and expire on December 31.
- 10. In the event of a change in the name of the administering State agency indicated below, all other provisions of this agreement would remain in effect for the duration of the agreement.
- 11. By signing this agreement, you are verifying that you have completed the proper Farm to Family program training. If you are a new Farm to Family farm stand manager, you will be contacted by ESD.

SIGNED BY:

FARM STAND: Signature of Authorized Farm Stand Representative

Date

Printed or typed name of above Farm Stand Representative

STATE AGENCY: Program Coordinator Signature
VT Department for Children and Families, Economic Services Division

Date

Printed or typed name of Program Coordinator

Title