

FARMERS MARKET PARTICIPATION AGREEMENT – 2018 PROGRAM
with Vermont Department for Children and Families, Economic Services Division (ESD)

Completed by market:

Market Name:

Mailing Address:

Completed by ESD once Market is enrolled:

Market Code #:

Length of Agreement

One year - Expires December 31st, 2018

Three years - Expires December 31st, 2020

A. THE MARKET SHALL:

1. Comply with and assure that each vendor participating in the program has and complies with, the current *Rules and Procedures for Participating Farmers Markets and Vendors* and adhere to the program's current *Financial Policies and Procedures* in managing coupon-related transactions.
2. Assure that there are at least three eligible produce growers authorized to accept Farm to Family coupons at the market for at least part of each market season. There must be at least two of those participating vendors at the market offering coupon-eligible foods each market day from July 1st through the end of the summer market season. Where the market functions on more than one day or location during a week, this policy applies to every market day and location. (Contact ESD to apply for an exception to this rule.)
3. Have a process for promptly hearing and responding to an appeal by any vendor of fresh, locally grown produce whose request to participate in the Farm to Family coupon program at that market was denied by the market. This appeal process would not apply to a vendor who is not a member of the market or otherwise permitted to vend at that market, or who would be considered ineligible according to the *Rules and Procedures for Participating Farmers Markets and Vendors*.
4. Redeem coupons only for eligible foods, as identified in the current *Rules and Procedures for Participating Farmers Markets and Vendors*.
5. Offer eligible foods to coupon customers at prices equal to or lower than the current price charged to other customers.
6. Accept coupons only when they are unexpired and valid, i.e., July 1 through October 31 of a program year, only from vendors enrolled in the program or otherwise announced by ESD. A market that relocates during the market season shall post signs at the location that was listed for that market, directing coupon recipients to the new location.
7. Offer Farm to Family coupon recipients the same courtesies as other customers of the market.
8. 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.

9. Complete training on program procedures and provide training to farmers and farmers market 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 market manager requesting such training, and may be required of other market managers, who would be so notified by ESD.
10. Be accountable for actions of market vendors or employees related to the exchange of Farm to Family coupons for eligible foods.
11. Be accountable for any coupons transacted in violation of this Agreement.
12. Prohibit any vendor currently suspended or disqualified as a program participant from accepting or indicating intent to accept coupons at the Market.
13. Agree to be monitored for compliance with program requirements.
14. 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 enclosing with each batch a tally that itemizes the value of redeemed coupons by participating vendor, in accordance with provisions of the current Financial Policies and Procedures.
15. Assure that each coupon is marked with a valid vendor number before being submitted to ESD.
16. Assure that participating vendors are aware that coupons must be submitted to the market for payment 5 days after the market closes for the season or November 5, whichever is sooner and that the market's manager or coupon coordinator is available to receive and process these final coupon submissions from vendors.
17. Submit the year's final coupon redemption reimbursement request to ESD no later than fifteen days after the market closes for the season, or by November 10, whichever is sooner.
18. Notify ESD immediately if the market 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 market.
19. Assure that the business, organization or individual to whom the Internal Revenue Service assigned the Federal Employer Identification Number (EIN) that the market uses for Farm to Family banking or check cashing purposes is, to the best of the market'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 MARKET 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 market has chosen direct deposit to receive their payment from ESD, the account shall remain open and active from May 1 through December 31.
2. If the market has chosen direct deposit, the bank account into which program payments from ESD are deposited, shall remain open and active from May 1 through December 31 of each year.

3. Farm to Family Program payments from ESD are payable to the farmers market or its sponsoring organization and not to any individual who may be associated with the market.
4. ESD is not obligated to pay the Market 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.
5. ESD may deny payment to the Market for improperly redeemed coupons and may establish a claim for payments already made on improperly redeemed coupons.
6. A market or vendor which commits fraud or abuse is liable to prosecution under applicable Federal, State, or local laws.
7. Neither ESD nor the Market is obliged to renew this agreement. Either ESD or the Market may terminate this agreement without cause after providing 30 (thirty) days advance written notification.
8. Program Sanctions: ESD may take action against a market 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 actions may include, but not necessarily be limited to, a probationary period. Any adverse action may be appealed in accordance with the *Rules and Procedures for Participating Farmers Markets and Vendors*.
9. ESD may elect to waive an action against a farmers market 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 market with cause, ESD will, at the request of the market and in conjunction with the Program's cooperating agencies, hold a compliance conference with officers of the Market to determine if, or under what conditions, the Market will be permitted to continue participating in the program.
10. This Agreement takes effect on the date it is co-signed by the Program Coordinator at ESD or his/her designee. The market 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 for Participating Farmers Markets and Vendors*, this Agreement will be valid for the period noted on page 1. Agreements are for one or three years and expire on December 31.
11. 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.
12. By signing this agreement, you are verifying that you have completed the Market Manager training. If you are a new Farm to Family market manager, you will be contacted by ESD.

SIGNED BY:

 MARKET: Signature of Authorized Farmers Market Representative Date

 Printed or typed name of above Farmers Market Representative

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

 Date

 Print Name

 Title