

PA Department of Agriculture
Bureau of Food Distribution
Farmers Market Nutrition Program
2301 North Cameron Street
Harrisburg, Pennsylvania 17110-9408
(717) 787-2940 Revised: January 2013

Farmers Market Nutrition Program
Application for “Eligible Farmer” Status
and
FMNP/SFMNP Eligible Farmer Participation Agreement

This document is an Application to the Pennsylvania Department of Agriculture (PDA), an administrative agency of the Commonwealth of Pennsylvania having its principal offices at 2301 North Cameron Street, Harrisburg, PA 17110, by the following person (Applicant), who seeks to be designated an “eligible farmer” and to be allowed to participate in that capacity in the Farmers Market Nutrition Program (FMNP) and the Senior Farmers Market Nutrition Program (SFMNP). *When fully-executed*, this document is *also* the Agreement making the requested designation and establishing the terms and conditions of the Applicant’s participation in the FMNP and the SFMNP.

Name of Farmer: _____.

Farmer ID Number (complete only if Farmer has a PDA-issued ID Number acquired from previous participation in the FMNP): _____.

Mailing Address: _____
_____.

Home Telephone Number (include area code): _____.

County of Residence: _____.

Employer Identification Number or Social Security Number: _____
_____.

E-Mail Address: _____.

If you are a new applicant and the name on your PDA-issued stamp should be something other than your name above, provide that name and an explanation: _____
_____.

Have you participated in either the FMNP or the SFMNP in any year from 2001 forward?

Yes _____ No _____

1. *The Programs.* Public Law 102-314 established the FMNP under the supervision of the United States Department of Agriculture (USDA), to compliment the Women, Infants and Children (WIC) Program. PDA administers the FMNP for the Commonwealth. The Commonwealth, through passage of its annual budget, provides state funding in support of FMNP. The regulations addressing participation in the SFMNP are established at Title 7 CFR, Part 249, titled *Senior Farmers Market Nutrition Program (SFMNP)*.

2. *Purposes of the Programs.* The purposes of the FMNP and the SFMNP include the following:

- a) Provide resources to women, infants and children who are nutritionally at risk, and low-income seniors, in the form of fresh, nutritious, unprepared foods (such as fruits and vegetables), from farmers markets; (and)
- b) Provide resources to income eligible seniors who are nutritionally at risk, in the form of fresh, nutritious, unprepared foods (such as fruits and vegetables), from farmers markets; (and)
- c) Expand the awareness and use of farmers markets; and increase sales at those markets.

3. *Application for Participation in FMNP and the SFMNP.* The Applicant desires to participate as an “eligible farmer” in the FMNP in Pennsylvania; and intends this document as both that application and the Agreement pursuant to which the Applicant shall participate in the FMNP if PDA designates the Applicant an “eligible farmer.” The Applicant also understands that if PDA designates the Applicant an “eligible farmer” for purposes of participation in the FMNP, that designation shall *also* apply with respect to the Applicant’s participation in the SFMNP; and the Applicant may therefor participate in the *SFMNP* under the terms of this Agreement. Where this Agreement references the FMNP, the Parties understand and agree that this reference *also* includes the SFMNP.

4. *“Eligible Farmer” Defined.* For the purposes of this Application/Agreement, an “eligible farmer” is a person with respect to which *both* of the following are accurate:

- a) The person is a farmer who owns or leases farmland within Pennsylvania on which that farmer grows eligible produce (as that term is defined in Paragraph No. 5, below, titled “*Eligible Produce*” *Defined*) with a retail value of \$1,000 or more

for sale under the FMNP in a calendar year. (*Note:* If weather conditions or disaster prevent this level of production in a particular calendar year, PDA will consider evidence of past years' production, acreage, cropping history and other relevant information to determine whether the Applicant has the potential production capacity to meet this requirement).

- b) When the retail value of the eligible produce grown by the farmer does not equal 50% of the retail value of the eligible produce sold (redeemed) under the FMNP by the farmer in a particular calendar year, the farmer documents to PDA that the difference between (i) the retail value of eligible produce grown by the farmer; and (ii) 50% of the retail value of eligible produce sold (redeemed) by that farmer under the FMNP in that calendar year - was purchased from a Pennsylvania grower. (*Note:* This documentation *shall include* the name, address and telephone number of the Pennsylvania grower from whom purchases of eligible produce were made, and a legible receipt signed by that Pennsylvania grower).

Example: Assume a farmer sold eligible produce having a retail value of \$10,000 in a particular calendar year and redeems \$10,000 in FMNP checks with respect to that eligible produce. Assume the farmer grew eligible produce with a retail value of \$4,000. Since 50% of the \$10,000 figure is \$5,000, the farmer must document to PDA that the farmer acquired eligible produce with a retail value of at least \$1,000 from a Pennsylvania grower.

5. **“Eligible Produce” Defined.** For the purposes of this Application/Agreement:

“Eligible produce” consists only of fresh fruits, vegetables or herbs that are **grown in Pennsylvania.**

“Eligible produce” does not include citrus fruits such as oranges, lemons, limes, grapefruit or tangerines, nor does it include tropical fruits such as bananas, pineapple and mangoes.

Disputes over what constitutes “eligible produce” under the Programs shall be resolved by the Pennsylvania Secretary of Agriculture or designee.

As stated in Paragraph No. 11(r), titled *Additional Terms*, “eligible produce” must be purchased directly from the farmer, and not from a wholesaler.

6. State Administration/Contact Information. The Applicant understands and agrees that PDA administers the FMNP through its Bureau of Food Distribution. Questions regarding the FMNP or this Application/Agreement shall be directed to PDA's FMNP Administrator at the PDA address provided above, or may be directed to the PDA FMNP Administrator at the following telephone number: (717) 772 - 2693.

7. Eligibility to Participate in the FMNP.

- a) The Applicant understands and agrees that, unless an exception is made under subparagraph (b), below, the Applicant must be an eligible farmer (as that term is defined in Paragraph No. 4, above, titled "*Eligible Farmer*" Defined). By its signature to this Agreement below, PDA accepts the Applicant's representation that the Applicant is an eligible farmer and designates the Applicant's participation in the FMNP as an eligible farmer.
- b) Notwithstanding subsection (a), above, the Secretary of Agriculture for the Commonwealth of Pennsylvania or his authorized designee may, with approval of USDA, authorize a farm stand or a non-profit community organization to participate in the FMNP where necessary to ensure recipients adequate access to farmers markets. A non-profit agency means a private agency exempt from income tax under the Internal Revenue Code of 1986, as amended, (26 U.S.C. 1 *et seq.*).

8. Term of Agreement. The term of this Agreement will be three (3) years from the date of PDA's signature. PDA shall monitor this Agreement and the performance of the eligible farmer while this Agreement remains in effect and may, by writing, extend this Agreement by successive additional three-year terms. Should PDA fail to complete this performance review and renewal before an expiration date of this Agreement, the Agreement will be automatically extended for an additional year.

9. Termination. This Agreement may be terminated in either of two ways:

- a) by either party providing the other party at least thirty (30) days advance written notice of the termination date; or
- b) by the Applicant providing PDA notice of a termination date by telephone (using the telephone number provided in Paragraph No. 6, above (titled *State Administration/Contact Information*), and following-up with written confirmation of that termination within 15 days of that telephone notice.

10. Compliance Visits.

- a) The Applicant understands and agrees that USDA, PDA or authorized staff will visit participating markets and farmland on which produce is grown. Visits may be unannounced.
- b) The Applicant understands and agrees that compliance visits will also be made in response to complaints from FMNP recipients, farmers, local WIC or Senior agencies, or as a follow-up with respect to previous compliance visit results or other problems.

11. Additional Terms. The undersigned Applicant (Farmer) **understands and agrees** to the following:

- a) The Applicant will not allow FMNP checks to be used for the purchase of any processed food such as jams, jellies, cider or honey.
- b) The Applicant will not allow FMNP participants to purchase eligible produce at current prices or less than prices charged to other customers.
- c) The Applicant will offer FMNP participants the same courtesies as other customers.
- d) The Applicant will participate in FMNP training when offered by PDA and to provide training to my employees.
- e) The Applicant will be accountable for actions of my employees when serving FMNP clients and accepting FMNP checks for approved purchases.
- f) The Applicant will cooperate with regular monitoring and review by PDA during the term of this Agreement for measuring compliance to governing FMNP rules and regulations.
- g) The Applicant will surrender on demand the FMNP stamp if PDA or the Applicant terminates this Agreement; and will not accept any additional FMNP checks after the date of termination.
- h) The Applicant will not to transfer the FMNP stamp or FMNP identification number to another farmer or individual at any time.
- i) The Applicant will provide any information PDA requires for its annual report to the Food and Nutrition Service, USDA.
- j) The Applicant will notify PDA if the Applicant sells its business or if its market operation changes location and if day(s) or hours of operation change; or if the

Applicant no longer intends to participate in the FMNP (**see Paragraph No. 8, above, titled *Termination***).

- k) The Applicant will deposit FMNP checks received no later than the date established by PDA for each program year; which is the **first Friday of December** in each FMNP program year, unless otherwise notified by PDA.
- l) The Applicant will not collect sales tax on FMNP check purchases; or seek restitution from participants from FMNP checks not paid by PDA; and will not issue cash change for purchases that are in an amount less than the maximum value of FMNP check(s).
- m) The Applicant confirms that he/she/it is not currently under suspension or debarred by the Commonwealth of Pennsylvania, any other state, or the federal government. If the Applicant (Farmer) enters into any subcontracts under this Agreement with subcontractors who are currently suspended or debarred by the Commonwealth or federal government during the term of this Agreement or any extensions or renewals, thereof, the Commonwealth shall have the right to require the Applicant to terminate such subcontracts.
- n) The Applicant will reimburse the Commonwealth for all necessary and reasonable expenses incurred by the Office of the Inspector General relating to an investigation of its compliance with the terms of this or any other agreement between it and the Commonwealth which results in its suspension or debarment.
- o) The Applicant will abide by all policy and/or procedural changes announced by PDA affecting the FMNP.
- p) The Applicant will clearly display the green FMNP sign where it sells its eligible produce.
- q) **The Applicant will not cash and/or deposit FMNP checks that were accepted for sale to recipients by a non-participating farmer.**
- r) **Produce purchased from wholesalers is not permitted in the FMNP. Produce must be purchased directly from the farmer.**
- s) **Under no circumstances shall produce grown outside the United States and its territories be sold for FMNP checks.**
- t) A farmer is not considered “authorized” to participate in the FMNP simply by being located in or associated with a farmers market. A farmer must have a current agreement with PDA – such as this document – to be authorized to participate the FMNP.

12. PDA's List of Eligible Farmers. PDA shall prepare annually (and revise regularly) a listing of eligible farmers, for distribution to FMNP recipients and interested persons.

13. Sanctions for Program Violations. Sanctions may be imposed by PDA on a farmer found in violation of this Agreement or any applicable FMNP rules or regulations. First-time violators will usually be issued a letter identifying the violation, with a warning. Continued non-compliance may result in termination of this Agreement (see Paragraph No. 9, above, titled *Termination*).

14. Civil Rights Violations.

- a) Complaints filed against the Applicant will be followed under civil rights guidelines established by USDA. Allegations adjudicated and legitimated, will bar the farmer from participation in the FMNP.
- b) State agencies and anyone participating in a federally funded program are subject to the requirements set forth in Title VI of the Act of 1964 requiring nondiscrimination. Farmers should be sensitive to these requirements so as not to discriminate against anyone on the basis of race, color, national origin, age, sex or disability.
- c) Complaints of discrimination may be filed with any of the following:

Pennsylvania Department of Agriculture, Bureau of Food Distribution,
FMNP, 2301 North Cameron Street, Harrisburg, Pennsylvania 17110-9408.

Office of Personnel, Director of Equal Opportunity, Pennsylvania
Department of Agriculture, 2301 North Cameron Street, Harrisburg,
Pennsylvania 17110-9408.

United States Department of Agriculture, Washington, D.C. 20250.

- d) Civil rights complaints must be filed in 180 days of the alleged discriminatory action.

15. Equal Opportunity.

- a) The Applicant understands and agrees that the FMNP is an Equal Opportunity Program and that an eligible farmer participating in this Program may not discriminate on the basis of race, color, national origin, sex, age, or disability.

- b) Persons who believe they have been discriminated against because of race, color, national origin, sex, age, or disability should write the USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202)720-6382 (TTY). USDA is an equal opportunity provider and employer.

16. *Exceptions; Variances.* The Secretary of Agriculture for the Commonwealth of Pennsylvania or his authorized designee may, upon request or upon his own motion, grant exceptions or variances with respect to the terms or requirements of this Agreement. However, exceptions or variances cannot be made to Federal requirements where Federal funds are used *unless* these exceptions or variances are first approved by USDA.

17. *Consequences of Participation without Agreement.* The Applicant understands and agrees that a farmer accepting FMNP checks without first having a current and fully-executed Agreement with PDA will forfeit the value of the checks accepted. FMNP checks accepted by the farmer prior to being notified of approval by PDA will be returned to the farmer without payment.

18. *Additional Applicant Acknowledgements.*

- a) I acknowledge that I have read and understood this Agreement.
- b) I accept the terms and conditions set forth in this Agreement. I attest that I meet the definition of an “eligible farmer,” as defined above, and shall meet this definition at all times this agreement remains in effect.
- c) I acknowledge that all of the statements in this Agreement are true and correct; and I understand that false or inaccurate statements made herein may result in the denial or withdrawal of PDA’s approval for me to participate in the FMNP and the SFMNP as an eligible farmer.

(Signature Page Follows)

In witness of the terms and conditions set forth above, and agreeing to be bound by these terms and conditions, the

Signature of Applicant

Date

Printed Name of Applicant
(The person signing above must have legal authority on behalf of the Applicant to apply for participation in the Farmers Market Nutrition Program and the Senior Farmers Market Nutrition Program)

By the signature below, PDA hereby designates the Applicant an “eligible farmer” for purposes of participation in the FMNP and the SFMNP; and agrees to the terms of this document.

PDA Signature

Date

Printed Name and Title