



2023-2024 Senior Farmers' Market Nutrition Program Outlet Agreement – Independent Farmer

Outlet Name		SFMNP Outlet ID
Outlet Address		City and Zip Code
Mailing Address (if different from above)		City and Zip Code
Contact Name	Contact Phone No.	Email Address

For the purposes of this agreement:

- **“Eligible food”** means fresh, nutritious, unprepared, locally grown fruits, vegetables, honey, and herbs. Eligible foods may not be processed or prepared beyond their natural state except for usual harvesting and cleaning processes.
- **“Outlet”** means a **Farmer** who is authorized to participate in the SFMNP. An independent **“Farmer”** means an individual authorized to sell eligible foods. A farmer may sell such foods at the farmer’s own place of business, including a roadside stand.
- **“Participant”** means low-income individuals who have received coupons to purchase eligible food from Outlets pursuant to the SFMNP.
- **“Provider”** or **“local agency”** means a non-profit agency, such as **Hawaii Foodbank, Inc. (HFB), Hawaii Foodbank, Inc. Kauai Branch (HFB-K), Hawaii County Economic Opportunity Council, Inc. (HCEOC) or Maui Economic Opportunity, Inc. (MEO)**, that participates in the Senior Farmers’ Market Nutrition Program (SFMNP).
- **“State”** means the State of Hawaii, acting through the **Office of Community Services**.

The periods of performance for this agreement are from April 1, 2023 to November 14, 2023, and April 1, 2024 to November 14, 2024. The deadline for farmers to submit redeemed coupons to their Local Agencies for reimbursement is Thursday, November 9, 2023 in 2023, and Thursday, November 14, 2024 in 2024. Participants may redeem coupons until October 31, 2023 in 2023 and October 31, 2024 in 2024.

Farmer understands and hereby agrees to abide by the terms of the agreement as printed on this form and in the SFMNP Farmer Training or amendments to rules that may be promulgated at the corresponding farmers’ markets. Farmer confirms that he/she is a farmer, as defined by U.S Department of Agriculture (USDA) regulations: “an individual authorized to sell eligible foods at participating farmers’ markets or roadside stands” and that the produce farmer sells is not exclusively grown by someone else. In compliance with USDA’s regulations, Farmer acknowledges that he/she has received training by submitting this completed form to the Local Agency.

Farmer (Outlet)

Date

Local Agency Provider

Date

Office of Community Services

Date

The Local Agency shall:

- Authorize farmers to participate in the SFMNP by providing training and entering into Outlet agreements (Form OCS-SFMNP-10).
- Authorize only farmers who do not exclusively sell produce grown by someone else.
- Assign an Outlet identifier (farmer identifier) to the Outlet.
- Submit to the State copies of all completed Forms OCS-SFMNP-10 and a list of participating Outlets with their respective farmer identifiers.
- Provide information to the State as required for periodic reports.
- Ensure no collection of sales tax on SFMNP coupon purchases.
- Ensure no credits or refunds are issued on returned eligible foods that were purchased with SFMNP coupon(s).
- Ensure each transacted coupon is stamped or endorsed in writing with the farmer identifier prior to reimbursement.
- Reimburse Farmers for the face value of each properly-endorsed SFMNP coupon presented for payment.
- Ensure that all Farmers submit coupons for payment to the Local Agency Thursday, November 9, 2023 in 2023, and Thursday, November 14, 2024 in 2024.
- Reimburse the State for payment improperly received for coupon redemptions in violation of this agreement.
- Comply with the nondiscrimination provisions of USDA regulations.
- Notify the State when Farmers cease operation prior to the end of the season.
- Be accountable for the actions of employees of the Farmer in the provision of eligible foods and SFMNP related activities.
- Agree to be monitored for compliance with SFMNP requirements.

The Farmer (Outlet) shall:

- Prominently display a certified SFMNP identification sign located on the customer traffic side during the entire program period from April 1, 2023 through October 31, 2023 and April 1, 2024 through October 31, 2024.
- Begin each market day with at least 55 percent of all products for sale as eligible foods, having personally grown a majority of the foods for sale, and with all produce being locally grown.
- Accept training on SFMNP procedures and provide training on such procedures to any Outlet employees with SFMNP responsibilities.
- Offer SFMNP participants the same courtesies as other customers.
- Accept SFMNP coupons only for a transaction that takes place at the location, hours, and days of operation of an authorized Outlet, and only in exchange for eligible foods.
- Assure that SFMNP coupons are redeemed at fair market value and at the current price or less than the current price charged to other customers.
- Only accept coupons as payment if presented between April 1, 2023 through October 31, 2023 for 2023 and April 1, 2024 through October 31, 2024 in 2024.
- Treat SFMNP coupon as readily as cash – exception that no change is given.
- Stamp or endorse in writing each transacted coupon, with the assigned farmer identifier, prior to submitting coupons for payment to the Local Agency.
- Submit coupons for reimbursement on or before.
- Provide information to the Local Agency as applicable and as required by the Local Agency for periodic reports.

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- Reimburse the Local Agency for payment improperly received for coupon redemptions in violation of this agreement.
- Comply with the nondiscrimination provisions of USDA regulations.
- Notify the Local Agency if the Farmer ceases operations before the end of the season.
- Agree to be monitored for compliance with SFMNP requirements.
- Ensure that all persons who act on behalf of the Outlet understand and adhere to the procedures and regulations of the SFMNP.
- Be accountable for actions of Outlet employees in the provision of eligible foods and related activities.
- Not collect sales tax on SFMNP coupon purchases.
- Not issue credits or refunds on returned eligible foods that were purchased with SFMNP coupon(s).
- Not seek restitution from SFMNP participants for coupon(s) not paid by the Outlet.
- Not levy any surcharge based on the use of SFMNP coupon(s) by participants.

Either the State, Local Agency, or the Farmer may terminate the agreement for cause after providing 30 day written notice.

The State or Local Agency may deny payment for improperly-redeemed SFMNP coupons or may establish claim for payments already made on improperly-redeemed coupons.

The State may impose sanctions for violations of applicable provisions of the Code of Federal Regulations relating to the Senior Farmers' Market Nutrition Program and other rules of the program. See the attached schedule of sanctions for violations. An Outlet may appeal any sanction imposed or disqualification from participation by the Provider. Any appeals should be sent to:

Executive Director, Office of Community Services
830 Punchbowl Street, Room 420
Honolulu, Hawaii 96813

A Farmer who commits fraud or engages in other illegal activity may be liable to prosecution under applicable Federal, State, and local laws.

The Local Agencies for SFMNP are:

Hawaii	Maui	Oahu	Kauai
Hawaii County Economic Opportunity Council, Inc. 47 Rainbow Drive Hilo, HI 96720	Maui Economic Opportunity, Inc. 99 Mahalani Street Wailuku, HI 96793	Hawaii Foodbank, Inc. 2611 Kilihau Street Honolulu, HI 96819	Hawaii Foodbank, Inc., Kauai Branch 4241 Hanahao Place, Suite 101 Lihue, HI 96766