

Maine Department of Agriculture, Conservation & Forestry

Maine Senior FarmShare Program
Farmer Policies and Guidelines, Fiscal Year 2020



Before filling out an application to participate in the 2020 Maine Senior FarmShare Program, it is important that you read and understand the program policies and guidelines. Your signature on the Farmer Agreement Form obligates you to agree to and abide by all provisions of the program.

Contents

INTRODUCTION	2
TERMS, DEFINITIONS & ACRONYMS.....	2
PARTICIPANT ELIGIBILITY	4
PARTICIPANT BENEFITS	5
FARMER ELIGIBILITY	5
FARMER REQUIREMENTS	6
ALLOCATION OF SHARES TO FARMS.....	8
FILLING ALLOCATED SHARES.....	8
ELIGIBLE FOODS	9
PAYMENTS TO FARMS	12
PROGRAM MONITORING.....	13
PROGRAM VIOLATIONS.....	13
PROCEDURES	14
ADMINISTRATIVE REVIEW OF MSFP ACTIONS (FARMERS).....	15
COMPLAINT PROCEDURES.....	16
CIVIL RIGHTS COMPLIANCE	16
AMENDMENTS	18
APPENDICES	18

INTRODUCTION

The Senior Farmers' Market Nutrition Program (SFMNP) awards grants to State, U.S. territories, and federally recognized Indian tribal governments to provide low income seniors the opportunity to receive eligible foods (fruits, vegetables, honey, and fresh-cut herbs) at farmers' markets, roadside stands, and community supported agricultural programs.

In Maine the SFMNP is known as the Maine Senior FarmShare Program (MSFP) administered by the Maine Department of Agriculture, Conservation, and Forestry (DACF). Through the MSFP local Maine farmers provide fresh, unprocessed, locally grown produce directly to low-income seniors. Each participating senior receives \$50 of produce referred to as a "share" during the growing season. Farmers are prepaid in advance for the produce they commit to provide later in the season for each eligible senior who signs up with their farm.

TERMS, DEFINITIONS & ACRONYMS

AAA means Area Agency on Aging

CAP means Corrective Action Plan

Code of Federal Regulation (CFR) Contains the regulations governing all federal programs.

Community supported agriculture (CSA) program means a program under which a farmer or group of farmers grows food for a group of shareholders (or subscribers) who pledge to buy a portion of the farmer's crop(s) for that season.

Department of Agriculture, Conservation, and Forestry (DACF). The State agency that administers the Maine Senior FarmShare Program.

Eligible Foods means fresh, nutritious, unprepared, locally grown fruits, vegetables, honey, and herbs for human consumption. Eligible foods may not be processed or prepared beyond their natural state except for usual harvesting and cleaning processes. Dried fruits or vegetables, such as prunes (dried plums), raisins (dried grapes), sun-dried tomatoes, or dried chili peppers are not considered eligible foods. Potted fruit or vegetable plants, potted dried herbs, wild rice, nuts of any kind (even raw), maple syrup, cider, seeds, eggs, meat, cheese and seafood are also not eligible foods for purposes of the SFMNP.

Family means a group of related or nonrelated individuals who are living together as one economic unit, except that residents of a homeless facility or an institution shall not all be considered as members of a single family.

Farmer means an individual authorized to sell eligible foods at participating farmers' markets and/or roadside stands, and through CSA's. Individuals who exclusively sell produce grown by someone else, such as wholesale distributors, cannot be authorized to participate in the SFMNP.

Farmers' Market means an association of local farmers who assemble at a defined location for the purpose of selling their produce directly to consumers.

Farm / Roadside Stand means is a location dedicated to the sale of a grower's produce and goods to the public that is under the ownership of one grower, a partnership of growers, or a not-for-profit cooperative.

FNS means the Food and Nutrition Service of the U.S. Department of Agriculture.

Food costs means the cost of eligible foods purchased at authorized farmers' markets, roadside stands, and/or CSA programs.

FY means Fiscal year, a period of 12 calendar months used for accounting and reporting purposes. The FY for SFMNP is October 1 to September 30.

Household means a group of related or nonrelated individuals who are living together as one economic unit.

Locally grown means grown within the State of Maine.

MSFP means Maine Senior FarmShare Program

Participant means a person or household who meets the eligibility requirements of the SFMNP and to whom benefits have been issued.

Proxy means an individual authorized by an eligible senior to act on the senior's behalf, including application for certification, receipt of SFMNP benefits and/or acceptance of SFMNP foods provided through a CSA program, as long as the benefits are ultimately received by the eligible senior. The terms *proxy* and *authorized representative* may be used interchangeably for the purposes of this program to make purchases for a participant.

Roadside stand means a location at which an individual farmer sells his/her produce directly to consumers. This is in contrast to a group or association of farmers selling their produce at a farmers' market or through a CSA program. The term *roadside stand* may be used interchangeably with the term *farmstand*.

Senior means an individual 60 years of age or older. (55 years of age or older for Native Americans)

SFMNP means Senior Farmers' Market Nutrition Program

Share in the Maine Senior FarmShare Program means \$50 of eligible food (at market price) during the growing season.

Shareholder means a SFMNP participant for whom a full share in a community supported agriculture program has been purchased by the MSFP, and who receives SFMNP benefits in the form of actual eligible foods.

USDA means United States Department of Agriculture

PARTICIPANT ELIGIBILITY

Authority - 7 CFR §249.6(a)

1. To qualify for the Maine Senior FarmShare Program applicants must be a Maine resident.
2. Applicants must not be less than 60 years of age (must not be less than 55 years of age if Native American).
3. Applicants must have a total income (including all pensions, social security and other payments) of no more than 185% of the poverty level.

2019 - 2020 Income Eligibility Guidelines

SFMNP income eligibility guidelines are effective from July 1, 2019 to June 30, 2020.

The outlined number below refers to the household size (# of people residing in household). The household gross annual income must be below the dollar amount after each outlined number of household size to be income eligible. Income of all members in the household must be counted towards meeting income eligibility guidelines.

1- \$23,107 **2-** \$31,284 **3-** \$39,461 **4-** \$47,638 **5-** \$55,815 **6-** \$63,992

Income eligibility guidelines are subject to change. If they change, new income eligibility guidelines will be effective July 1, 2020.

Farmers will be notified if/when they do change on or before July 1, 2020.

4. Seniors who apply must sign a Senior Agreement Form electronically or a paper version affirming they are a Maine resident, that they are age 60 or over (55 or over for native Americans) and that their household size and income do not exceed the maximum income eligibility. (Applicants are not required to provide proof of eligibility.)
5. Participants may be certified only for the current fiscal year's SFMNP period of operation. Eligibility must be determined at the beginning of each period of operation. Prior fiscal year certifications may not be carried over into subsequent fiscal years.
6. Participants may only sign up for the Program with **ONE** farm each fiscal year.
7. **Participant Rights and Responsibilities** – All participants must read the "*Participant Rights & Responsibilities*" prior to signing the Senior Agreement Form.
8. A senior may designate an authorized representative (proxy) to apply for the program, shop at the farmers' market or farm stands, and/or pick up their eligible foods from CSA program distribution sites on his/her behalf if the senior is unable to perform these actions. A Proxy Form (provided by MSFP) must be signed by the senior and the authorized representative(s).
9. All applicants must be notified of their eligibility or ineligibility for benefits, or their placement on a waiting list within 15 days from the date of application.

PARTICIPANT BENEFITS

Authority - 7 CFR §249.8

1. A qualified senior receives a “share” (\$50 worth) of eligible food during the growing season.
2. There are two types of shares to offer seniors. It is up to the farmer to determine which system will work best and specify this on the agreement form:
 - a. Senior Selects: Senior (shareholder) chooses eligible food themselves at the farm, farmers’ market or other location and draws down on a \$50 credit balance.
 - b. Farmer Selects: Farmer provides the senior a bag or box of assorted eligible food at least 4 times over a minimum of 8 weeks or upon a mutually agreeable schedule (approved by the Program Manager).
3. All eligible seniors living in the same household may participate in the program. (e.g. a husband and wife may each receive a \$50 share)
4. Foods provided are intended for the sole benefit of SFMNP participants and are not meant to be shared with other non-participating household members.
5. All participating seniors must receive SFMNP benefits free of charge.

FARMER ELIGIBILITY

Authority - 7 CFR §249.10

1. All farmers must be authorized by MSFP to participate in the Program. Please be advised that only farmers are eligible to be authorized (see Section I for the definition of a farmer).
2. To participate in the MSFP all farmers must complete annual training.
 - a. Farmers who participated in the Program last year **do not need in-person training** again to be a participating farm for the current year. (Annual training for returning farmers may be offered in-person, online or printed forms that must be signed and returned.)
 - b. New farms applying to participate must have **in-person training** to become an authorized farm in the Program.
3. Through the training sessions, Maine farmers will gain a first-hand look at the MSFP program and receive information which will enable them to evaluate their eligibility and whether the program is feasible for their participation.
4. Farms that have been approved will receive a MSFP Authorized Farm Certificate that must be prominently displayed.
5. **All farmers** must apply annually in order to participate in the Program for the upcoming year. Applications can be completed online in your Maine Online Senior Share Access (MOSSA) account or by calling the Program Manager at 207-446-5550 to request an application to apply by mail. **The deadline for applications is February 28, 2020.** Farmers who miss the deadline must submit a written appeal to MSFP requesting authorization, along with a satisfactory explanation for missing the deadline.

6. **The MSFP reserves the right to deny or limit participation in the Program based on prior MSFP performance, references, and availability of funds.**
7. Farmers must read the Program Rules and Regulations prior to completing an application. **A representative who has legal authority to obligate the farmer to meet all provisions of the Program Rules and Regulations must sign the application.**
8. New farmers must submit a *New Farm Request* form found online: <https://www.getrealmaine.com/index.cfm/fuseaction/home.showpage/pageID/77/index.htm#new> or may call 207-287-7526 to request the form by mail. All request forms will be reviewed by the Program Manager, and farmers will receive a response within 5 business days.
9. Farms must have a history of operating and selling produce and must be **for-profit**.
10. The minimum acreage for any participating farm is one acre of mixed produce growing.
11. Farms must be able to provide a broad range (see definition below) of Maine-grown seasonal vegetables and fruits to participants over a period of no less than 8 weeks, or upon a mutually agreeable schedule approved by the MSFP Program Manager.
 - a. A broad range of seasonal vegetables and fruits is defined as at least five different items each week during a core 8-week period. The five different items should not be the same for the 8-week period. For example, in the late spring, the farm might offer spinach, beets, peas, strawberries, and lettuce. In the fall, the offerings might include potatoes, apples, squash, cabbage, and carrots. It is acceptable for the farm to provide fewer items before or after a core 8-week period, determined by each farm.

FARMER REQUIREMENTS

Authority – 7CFR §249.10

1. An authorized farmer shall meet the following general requirements:
 - a. Maintain compliance with the farmer selection criteria throughout the Farmer Agreement period, including any changes to the criteria;
 - b. Maintain share tracking records in accordance with generally accepted accounting procedures; and assure that share tracking records and all other program-related records of the Farmer are available for inspection or audit by federal, state or other authorized personnel;
 - c. Cooperate with federal and state SFMNP and other authorized personnel during announced and unannounced on-site farmer reviews, inspections and audits;
 - d. Provide the MSFP with purchase invoices from other farmers, when requested;
 - e. Comply with the civil rights requirements of 7CFR §249.7 and §249.10(b)(1)(xi);
 - f. Keep all information of authorized SFMNP shoppers confidential;
 - g. Never publicly identify, call unnecessary attention to, or allow discourteous treatment of a SFMNP recipient;
 - h. Appropriately redeem SFMNP benefit funds for the types and quantities of food specified on the eligible food list. In addition, the prices charged for SFMNP foods shall be equal to or less than the price charged to non-SFMNP customers;

- i. Never request or accept cash payment for the quantities of foods being purchased with SFMNP benefit funds;
 - j. Never attempt to seek restitution from participants/authorized representatives for SFMNP benefits that were rejected by the Program for ineligibility;
 - k. If desired, allow SFMNP recipients to spend the full authorized benefit amount during one (1) visit or over a period of eight (8) weeks;
 - l. If desired, allow SFMNP recipients to purchase more than the authorized amount of food by allowing the participant to pay for any amount that exceeds the value of the SFMNP benefit;
 - m. Allow SFMNP recipients to take advantage of farmer promotions that provide foods free of charge when purchasing SFMNP foods;
 - n. Allow exchange of an identical item only when the original item is defective or spoiled;
2. MSFP shall hold each farmer accountable for fair pricing practices. Most specifically, farmers shall:
 - a. Never charge a SFMNP recipient for products not actually purchased and received;
 - b. Ensure that prices charged to SFMNP participants/recipients for approved foods are equal to or less than prices charged to non-SFMNP customers.
3. During transaction of SFMNP benefits, farmers shall:
 - a. Track each SFMNP purchase on a MSFP approved Share Tracking Form (STF) (or other approved method);
 - b. STF must include the SFMNP purchase date, SFMNP purchase amount, SFMNP remaining balance and SFMNP recipient's initials.
4. If the MSFP determines that the farmer has committed a violation that affects the payment to the farmer, MSFP shall delay payment or establish a claim. Such farmer violations may be detected through compliance investigations, SFMNP Senior FarmShare Agreement Form reviews or other reviews or investigations of a farmer's operations.
5. When payment for SFMNP Senior FarmShare Agreements are delayed or a claim is established, the MSFP shall provide the farmer with an opportunity to justify or correct the farmer error. If satisfied with the justification or correction, MSFP shall provide payment or adjust the proposed claim accordingly.
6. Failure in a farmer to pay a claim shall result in termination of the Farmer Agreement. The farmer may reapply for authorization after a waiting period of twelve (12) months.
7. The MSFP shall not pay a farmer for SFMNP Senior FarmShare Agreements if it is determined that the farmer intentionally attempted to defraud and/or abuse the Program.
8. If the MSFP determines that state or federal violations were committed, the farmer may be subject to the corresponding penalties, including disqualification.
9. MSFP may deny payment to the farmer for improperly signed Senior Agreement Forms or may require refunds for payments already made on improperly signed Senior Agreement Forms.

ALLOCATION OF SHARES TO FARMS

Authority - 7 CFR §249.10

1. After receiving and compiling farmer application and other relevant information, and matching it with senior eligibility around the state, the MSFP Program Manager will allocate shares to farmers.
2. **Allocation of shares to farmers follows the USDA procedure of distribution of SFMNP funds to previously participating State agencies. The MSFP allocates available funds to keep prior year participating farmers (in good standing) at the level of shares they received the previous fiscal year, if enough funds are available. If funds are available after allocating to previous MSFP farmers, new farmer applications are considered.**
3. The Program Manager will notify participating farms the total number of individual shares allocated to their farm by **April 3, 2020**.
4. **The MSFP reserves the right to deny or limit participation in the Program based on prior performance, references, and availability of funds.**

FILLING ALLOCATED SHARES

Authority - 7 CFR §249.10

1. Farms may begin signing up eligible seniors after shares are allocated.
 - a. Eligible seniors **must sign** a *Senior Agreement Form*
 - i. Electronic form in MOSSA – **The participant or authorized representative (Proxy) must type their name in the signature block to qualify as a legal signature. (The farmer CANNOT type the signature on behalf of the participant.)**
 - ii. Paper form provided by MSFP – **The senior or authorized representative (Proxy) must sign their name in the signature block.**
2. MSFP requires all signed **paper** *Senior Agreement Forms* to be mailed into the Program office within **ONE WEEK** from the date signed by the participant. FNS regulation section 249.6(g) (1) states that applicants must be notified of their eligibility or ineligibility for benefits, or of their placement on a waiting list, within 15 days from the date of application.
3. Farmers are responsible for ensuring that the participants understand the range of produce that will be made available to them, and whether the farmer or participant will be making the selection. “Senior Selects” or “Farmer Selects” must be checked off on the *Senior Agreement Form*. (“Senior Selects” and “Farmer Selects” may both be checked if the farmer may be delivering a portion of the participant’s share.)
4. Farmers must explain the pick-up and/or delivery options available prior to participants signing an agreement form.
5. Delivery and pick-up information is required on the farmer application form and will be listed on the MSFP website as a guide for participants and agencies to use when searching for information and participating farms.

6. Farmers determine whether they will offer delivery to participants or if the produce will be picked up at their farm, farm stand, farmers' market, or other designated site(s).
7. Participants must be given the final pick-up and/or delivery dates.
8. Shares may not be contracted with members of the farmer's immediate family or household members of the farmer.
9. Farmers can obtain proxy forms from the MSFP office for participants who will have another person acting on their behalf (e.g. signing forms and picking up produce).
10. All allocated shares must be filled by **July 31, 2020**. After the July 31, 2020 deadline unfilled shares will be re-allocated to farms with waiting lists. (Farmers may submit a written request for an extension.)
11. Once all allocated shares have been filled, farmers must maintain a waiting list with contact information of seniors wishing to participate. The MSFP will provide a waiting list form to participating farms.
12. **Farmers (and all staff employed at the farm) agree to protect confidential information obtained from participants. Confidential information obtained will only be used for the sole purpose of establishing eligibility for the MSFP. Data protected under this confidentiality agreement include names, addresses, phone numbers, identification data, and other information obtained by the farmer resulting from requirements outlined by Maine DACF for participation in the MSFP. The farmer is expressly prohibited from sharing confidential information with any third-party. Any violation to this confidentiality agreement will result in immediate dismissal from the MSFP and possible liability in any legal action arising from such violation.**

ELIGIBLE FOODS

Authority - 7 CFR §249.8

1. Only fresh, unprocessed Maine-grown fruits, vegetables, fresh-cut herbs and honey are acceptable MSFP products (a full list of eligible foods can be found on page 10).
2. 75% of all eligible foods must be grown by the participating farm. Up to 25% may be grown by other Maine farmers.
3. Other items often offered for sale at farm stands (e.g., eggs, dried fruits or vegetables, meats, cheese, pickles, etc.) are not allowed.
4. All farmers must provide eligible foods to participants at or less than the price charged to other customers.
5. Eligible foods provided to participants must be of equitable value and quantity to their share.
6. Farmers must allow MSFP participants to purchase any Maine grown produce that is available to all other customers. Farmers may reasonably limit the amount of produce participants can purchase that the farmer has brought in from other farms.
7. The farmer shall not substitute ineligible produce when eligible foods are not available.
8. The MSFP may demand a refund from any farmer who fails to provide the full benefit to all SFMNP shareholders, or who provides ineligible foods as substitutes for eligible foods.

9. Farmers must post prices for all items on sale at all times. Prices must be prominently displayed on signs that are easily seen and read by customers.
10. All MSFP eligible foods must be identified by using the provided MSFP stickers (stickers can be used on produce signs). Farmers who want to use another method for identifying eligible foods must have this approved by the Program Manager.

Fruits

Apples
Apricots
Blackberries
Blueberries
Cantaloupe
Cherries
Cranberries
Elderberries
Figs
Grapes
Nectarines
Peaches
Pears
Plums
Quince
Raspberries
Rhubarb
Strawberries
Watermelon

Vegetables

Artichokes
Arugula
Asparagus
Beans (snap/ wax)
Beets
Beet Greens
Bok Choy
Broccoli
Brussels Sprouts
Cabbage
Carrots
Cauliflower
Celery
Chard
Chicory
Collard Greens
Corn (sweet)
Cucumbers (slicing, pickling)
Eggplant
Escarole
Fava Beans
Fiddleheads
Garlic
Garlic Scapes
Ginger
Gourds (edible)
Horseradish
Husk Cherries
Jerusalem Artichokes
Kale
Kohlrabi

Vegetables cont.

Leeks
Lettuce/Mixed Greens
Morels
Mushrooms
Mustard Greens
Nettles
Okra
Onions/Scallions
Parsnips
Pea Shoots
Peas
Peppers
Potatoes
Pumpkins (pie/edible - **NOT DECORATIVE**)
Radishes
Rutabaga
Shallots
Spinach
Sprouts
Squash (summer/zucchini)
Squash (winter)
Sour Gherkin
Sweet Potatoes
Swiss Chard
Tomatoes
Turnips/Rutabaga

Herbs

Anise
Basil
Chives
Chervil
Coriander
Dill
Fresh Fennel
Lemon Balm
Lovage
Marjoram
Mint
Oregano
Parsley
Rosemary
Sage
Savory
Sorrel
Tarragon
Thyme

Other

Honey (Pure only)

Comb Honey – honey that comes exactly as it was produced in the hive.

Cut Comb Honey – liquid honey that may have added chunks of the honey in the jar.

Liquid Honey – honey that is 100 percent pure is free of visible crystals and has been extracted directly from the honey comb.

Naturally Crystallized Honey – honey that has spontaneously crystallized.

PAYMENTS TO FARMS

Authority – 7 CFR §249.10

1. Farmers will be required to complete a Vendor Form to receive payments from the Treasurer, State of Maine.
2. Farmers will be paid \$50 for each “Active” participant in their MOSSA account. (Approved *Senior Agreement Forms* in MOSSA will produce an “active” status for each eligible participant.)
3. Once a farmer has been paid for a participant a “Date Invoiced” will be assigned to that participant’s profile.
4. The MSFP will print invoices weekly beginning on the second Friday in April and will continue until the first Friday in October or until all funds have been disbursed. The invoices will print a full list including the first and last name of all participants who have an “Active” status in MOSSA and do not have a “Date Invoiced”.
5. Farmers will only be paid for the total number of shares allocated to their farm by the MSFP.
6. **Every participant who signs a *Senior Agreement Form* with a farm must receive the full \$50 benefit. (If your farm signs up more participants than what your farm has been allocated for shares you are obligated to provide the full benefit to those participants. These participants will have a “Spare” status in MOSSA and will only be paid if approved by the Program Manager and funds become available later in the season.)**
7. Providing partial shares is not acceptable unless the senior is unable to use the entire \$50 benefit (e.g. participant passes away, moves, or no longer wishes to receive the benefit).
8. If a participant is unable to use the full \$50 benefit it is the farmer’s choice to sign up an additional participant as a replacement and provide that participant with an entire \$50 benefit or to pay the MSFP the difference.
9. Farmers are required to maintain a tracking record for every participant. The tracking record must have:
 - a. The participant’s full name
 - b. The beginning balance (\$50 benefit)
 - c. The value of the eligible foods provided
 - d. The remaining value owed to the participant
 - e. The participant or authorized representative (proxy) must initial for each transaction.

The MSFP will provide a template *Share Tracking Form* that you may use, or if approved by the Program Manager you may use another method.

10. Final deadline to submit *Senior Agreement Forms* is **September 30** each year.
11. Final deadline to submit *Senior Agreement Forms* for replacements is **November 15** each year.

PROGRAM MONITORING

Authority – 7 CFR §249.10

1. All participating farms must agree to be monitored and evaluated for compliance with MSFP requirements which may include:
 - a. Regular visits to Farmers' Markets to assure that farmers are abiding by the program rules.
 - b. Farm Evaluation visits.
2. MSFP Farm Evaluations are required for all participating farms at least once every five years. Farm Evaluations will be scheduled in advance. The evaluation will include:
 - a. A review of the farm's Senior Share Tracking records for the current season.
 - b. Checking the farm's available produce for:
 - i. Quality
 - ii. Clearly marked prices (eligible foods have MSFP sticker)
 - iii. Variety
 - c. Checking crops currently in production (e.g., fields, greenhouse)
 - i. Acreage is consistent with acreage reported on application
 - ii. Crop offering list is available, growing or planted
 - d. An interview with a participating senior (if present at the time of the farm review)
3. The Program Manager will complete a Farm Evaluation report to include all conclusions and recommendations within 60 days.

PROGRAM VIOLATIONS

Authority – 7 CFR §249.10

1. The MSFP may initiate administrative action to include disqualifying a farmer for non-compliance based on violations of the Farmer Agreement.
2. The following are considered violations of the Farmer Agreement:
 - a. Providing cash in exchange for a SFMNP share benefit.
 - b. Knowingly providing false information about the program to participants or the MSFP.
 - c. Selling participants foods not solely grown by the farmer and not accounted for on the MSFP Application and Farmer Agreement.
 - d. Offensive behavior toward SFMNP recipients.
 - e. Preventing any MSFP representative from conducting any monitoring visits.
 - f. Participating in the program while selling fruits or vegetables solely grown by someone other than the participating farmer.
 - g. Charging higher prices for senior farmshare benefit sales than for cash sales.
 - h. Failure to clearly identify all MSFP eligible food.
 - i. Not allowing recipients to purchase the full SFMNP benefit.
 - j. Not tracking all share purchases for each recipient. (Tracking must include: Date, amount of purchase, remaining benefit balance and recipient's initials.)
 - k. Allowing a recipient to use SFMNP benefit funds to purchase non-food items or for any purchase other than eligible foods.
 - l. Submitting a Senior FarmShare Agreement Form (electronic or paper version) that was signed by someone other than the applicant.

- m. Discriminating against a recipient on the basis of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
3. The following are consequences of violations listed on the previous page:
- a. First violation –
 - i. The farmer will be given a verbal warning/counseling of the violation and a requirement to attend training.
 - b. Second violation – (within one year of first violation)
 - i. The farmer will be given a written warning of the violation that includes a Corrective Action Plan. Failure to comply with the Corrective Action Plan will result in disqualification for the next season.
 - c. Third violation – (within one year of the first violation)
 - i. The farmer will be disqualified for the next season.
4. A farmer committing fraud or abuse of the SFMNP shall be liable to prosecution under applicable federal, state or local laws.

PROCEDURES

Authority - 7 CFR §

1. For all violations for which action shall be taken by the MSFP, written notices of violation shall be issued that include a description of the violation, the action to be taken, and the right to appeal.
2. When an investigation reveals an initial incidence of a violation for which a pattern of incidences must be established in order to impose a sanction, the MSFP shall notify the Farmer in writing before another such incidence is documented, unless it determines, in its discretion, on a case-by-case basis, that notifying the Farmer would compromise an investigation. Such a determination shall be documented in the Farmer's file.

ADMINISTRATIVE REVIEW OF MSFP ACTIONS (FARMERS)

Authority – 7 CFR §249.16; 7 MRSA §218; 22 MRSA §3107

1. Any farmer adversely affected by a MSFP decision has the right to appeal in the following instances:
 - a. Denial of authorization;
 - b. Termination of the Farmer Agreement;
 - c. Disqualification from the SFMNP during the contract period;

Procedures

1. All appeals shall be conducted in accordance with the rules contained in the SFMNP Federal Regulations, 7 CFR §249.16.
2. Any farmer adversely affected by a MSFP decision shall be informed in writing at least fifteen (15) business days prior to the effective date of the action, of the reasons for the action, and the right to appeal.
3. A request for to appeal the decision shall be defined as a written statement by a farmer requesting the opportunity to present his/her case to the appeal committee.
4. Requests for an appeal shall be made within fifteen (15) business days from the date of the written notice of the adverse action.
5. The MSFP shall not deny or dismiss a request for an appeal unless:
 - a. The request is not received within the time limits set by the MSFP.
 - b. The request is withdrawn in writing by the farmer or his/her representative.
 - c. The farmer or representative fails, without good cause, to appear at the meeting set by the appeal committee.
6. Adverse actions against a farmer shall be stayed until final agency action.
7. The farmer shall be provided with adequate opportunity to review all records and documents to be presented at the appeal meeting.
8. Any representative of the farmer must have written authorization from the farmer to review such records.
9. The MSFP shall keep record of all adverse decisions, appeals and their outcome. Information will include:
 - a. Vendor/Farmer number
 - b. Name of farmer/business
 - c. Termination/disqualification date
 - d. Reason for termination/disqualification
 - e. Appeal meeting date
 - f. Date of recommended decision

COMPLAINT PROCEDURES

Authority – 7 CFR §249.7(b)

1. Anyone with a complaint about the Maine Senior FarmShare Program may contact the Program Manager by calling 207-287-7526.
2. Any person wishing to file a written complaint may write to:
Maine Senior FarmShare Program
Department of Agriculture, Conservation & Forestry
State of Maine
28 State House Station
Augusta, ME 04330-9785
3. Complaints will receive action no later than five (5) business days from the date the written or verbal complaint is received. The process generally depends on the type of complaint.
4. A person may request the complaint to be confidential to the extent that is permitted by law.

CIVIL RIGHTS COMPLIANCE

Authority – 7 CFR §249.7

1. By signing the Farmer Agreement Form every year, the farmer agrees to abide by the following civil rights rules and regulations. (See Appendix A – Civil Rights)

Public Notification – The purpose of public notification is to ensure that applicants and participants understand Program availability, participants’ rights and responsibilities, policy or nondiscrimination, and procedures for filing a complaint. The following Nondiscrimination statement must be used:

In accordance with Federal civil rights law and U.S. Department of Agriculture (“USDA”) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for Program information (e.g. Braille, large print, audiotape, American Sign language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, Program information may be made available in languages other than English.

Filing a Civil Rights Complaint - To file a Program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) Fax: (202) 690-7442; or

(3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

2. **Referring A Civil Rights Complaint** – All MSFP applicants and/or participants have a right to file a complaint alleging discrimination based on race, color, national origin, age, sex, disability, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA, within 180 days of the alleged discriminatory action. Refer to the Nondiscrimination Statement found on page 16 under “Civil Rights Compliance” for instructions on how to file a complaint. If you receive a completed complaint form from an applicant and/or participant, you must:

a. Mail it within three (3) calendar days directly to:

USDA
Office of the Assistant Secretary for Civil Rights`
1400 Independence Ave, SW, Stop 9410
Washington, D.C. 20250-9410

b. Notify the MSFP manager within five (5) calendar days that you received the complaint and have mailed it to the USDA.

If you receive a verbal a complaint from and applicant and/or participant, direct the complainant to the Nondiscrimination Statement, **and** please send the following information to the MSFP Manager within five (5) calendar days of receiving the complaint:

- c. Name, address, and telephone number of the complainant;
- d. The location and name of the organization or office where the alleged incident occurred;
- e. The nature of the incident or action;
- f. The names, titles, and business addresses of persons who may have knowledge of the discriminatory action(s);
- g. The date(s) during which the alleged discriminatory actions occurred; and
- h. The basis for the alleged discrimination.

It is critical that the complaint process be followed closely to ensure compliance with federal regulations. All staff must be educated on procedures for processing claims of discrimination.

AMENDMENTS

Farmer Requirements

Item 1 section k - If desired, allow SFMNP recipients to spend the full authorized benefit amount during one (1) visit or over a period of eight (8) weeks;

APPENDICES

Appendix A – Civil Rights

Appendix B – Farmer Agreement Form

CIVIL RIGHTS

Table of Contents

CIVIL RIGHTS	What Are Civil Rights?	1
	Public Notification	2
	USDA Non-Discrimination Statement	2
	Complaint Procedures	4
	Civil Rights Training	5
	Data Collection and Reporting	5
	Limited English Proficiency	6
	Verification of Citizenship or Immigration Status	6
	Accessibility	6
	Customer Service	6
	Conflict Resolution	6

Civil Rights

WHAT ARE CIVIL RIGHTS?

Civil Rights are rights guaranteed to each individual through the United States Constitution and acts of Congress. The Federal Title VI Civil Rights Act states that no person in the United State of America shall be discriminated against on the grounds of race, color, national origin, age, sex, or disability. These group characteristics are 'Protected Classes'.

Discrimination is the act of illegally distinguishing between one person or group of persons from others either intentionally, by neglect, or by the actions or lack of actions based on their perceived or actual protected bases. There are two types of discrimination: disparate treatment (intentional) and disparate impact (intentional or unintentional).

Here are a list of the laws and regulations that pertain to applicant/participant rights:

Title VI of the Civil Rights Act of 1964

Protects people from discrimination based on race, color, and national origin in programs and activities receiving federal financial assistance.

Title IX of the Education Amendments of 1972

Title IX is a comprehensive federal law that prohibits discrimination on the basis of sex in any federally funded education program or activity.

Section 504 of the Rehabilitation Act of 1973

No otherwise qualified individual with a disability in the United States, shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Age Discrimination Act of 1975

Prohibits discrimination based on age in programs and activities receiving federal financial assistance. (Does not address employment).

Americans with Disabilities Act ("ADA") of 1990

Prohibits discrimination against people with disabilities in employment, transportation, public accommodation, communications, and governmental activities. The ADA also establishes requirements for telecommunications relay services.

Authorized farms must take the following steps to ensure that the Maine Senior FarmShare Program does not discriminate against individuals:

- Screen job applicants carefully to avoid hiring individuals possessing any prejudices against people based on age, race, sex, gender, national origin, disabilities, or socio-economic background.
- Explain the Maine Senior FarmShare Program non-discrimination policy to all new staff.
- Serve all applicants and participants equally on a first-come, first-serve basis.
- Display the “And Justice for All” poster in a prominent location for all to view. Call the Maine Senior FarmShare Program if copies of this poster are needed.

PUBLIC NOTIFICATION

The purpose of a public notification is to ensure that people understand program availability, participants’ rights and responsibilities, policy of nondiscrimination, and procedures for filing a complaint. The following is the Non-Discrimination statement that must be used:

USDA Non- Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a

letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- 1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- 2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Guidelines for displaying the nondiscrimination statement:

All new materials **must** include the revised information for participants to file discrimination complaints.

All information materials and/or resources that are provided to applicants/participants that mention or reference the Maine Senior FarmShare Program must include the Non-Discrimination Statement. Any usage of the shortened Non-Discrimination Statement must be reviewed and approved by the Program Manager for the Maine Senior FarmShare Program.

- Some examples requiring the Non-Discrimination statement are outreach flyers, brochures, newsletters, etc.
- All nutrition education materials that mention the Maine Senior FarmShare Program must contain the Non-Discrimination Statement. Materials that provide a nutrition message with **no** mention of the Maine Senior FarmShare Program are **not** required to contain the Non-Discrimination Statement.
- Any Web sites used by authorized farms to inform the public about the Maine Senior FarmShare Program must contain the Non-Discrimination Statement. It is not required that the Non-Discrimination Statement be included on every page of the web site. The Non-Discrimination statement or a link to the statement: <http://www.fns.usda.gov/sites/default/files/cr/Nondiscrimination-Statement.pdf> **must be included on the home page.**

COMPLAINT PROCEDURES

All Maine Senior FarmShare Program (MSFP) applicants and/or participants have a right to file a complaint alleging discrimination based on race, color, national origin, age, sex, disability, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA, within 180 days of the alleged discriminatory action. Refer to the Non-Discrimination Statement found on page 16 in the **Farmer Policies and Guidelines** under "Civil Rights Compliance" for instructions on how to file a complaint. If you receive a completed complaint form from an applicant and/or participant, you must:

1. Mail it within **three (3) calendar** days directly to:

USDA

Office of the Assistant Secretary for Civil Rights
1400 Independence Ave, SW, Stop 9410
Washington, D.C. 20250-9410

2. Notify the MSFP manager within **five (5) calendar days** that you received the complaint and have mailed it to the USDA.

If you receive a verbal complaint from an applicant and/or participant, direct the complainant to the Nondiscrimination Statement, **and** please send the following information to the Maine Senior FarmShare Program Manager within five (5) days of receiving the complaint:

1. Name, address, and telephone number of the complainant;
2. The location and name of the organization or office where the alleged incident occurred;
3. The nature of the incident or action;
4. The names, titles, and business addresses of persons who may have knowledge of the discriminatory action(s);
5. The date(s) during which the alleged discriminatory actions occurred; and
6. The basis for the alleged discrimination.

It is critical that the complaint process be followed closely to assure compliance with federal regulations. All farm staff must be educated on procedures for processing allegations of discrimination.

CIVIL RIGHTS TRAINING

Participating farms are required to have Civil Rights Training annually. Farmers will be informed of and updated on their obligations under Civil Rights laws and regulations.

Topics covered:

- ✓ Collection and use of data
- ✓ Effective public notification systems
- ✓ Compliant procedures
- ✓ Compliance review techniques
- ✓ Resolution of noncompliance
- ✓ Requirements for reasonable accommodation of persons with disabilities
- ✓ Requirements for language assistance
- ✓ Conflict resolution
- ✓ Customer service

In order to assure Civil Rights compliance with all laws and regulations, The Maine Senior FarmShare Program will conduct a compliance review as part of the monitoring visit.

DATA COLLECTION AND REPORTING

USDA mandates the Maine Senior FarmShare Program collect racial and ethnic participant data as a means of determining how effectively FNS programs are reaching potential eligible persons and beneficiaries and identifying areas where additional outreach is needed. Participating farmers need to collect data on each applicant/participant's race and ethnicity at the time of certification for this purpose. Farmers must first ask applicants/participants to self-identify their racial group and ethnicity. If applicants/participants are uncertain, farmers may then use a visual assessment to determine an applicant/participant's racial/ethnic category. An applicant/participant may be included in the group to which he/she appears to belong, identifies with, or is regarded as belonging to, in the community. Make sure the participant understands that the collection of this information is strictly for statistical reporting requirements and has no effect on the determination of their eligibility to participate in the program.

LIMITED ENGLISH PROFICIENCY

Maine Senior FarmShare Program must take reasonable steps to accommodate applicants/participants who self-identify as having Limited English Proficiency (“LEP”), p. Please contact the Program Manager if you require any materials to be translated.

Civil rights regulations prohibit discrimination in any program activity, so applicants and participants cannot be required to bring a translator or interpreter in order to apply for the Maine Senior FarmShare Program. If translators or translated materials for a specific language is required, please contact the Maine Senior FarmShare Program.

NOTE: Before translating any materials, call the Maine Senior FarmShare Program Manager.

VERIFICATION OF CITIZENSHIP OR IMMIGRATION STATUS

This issue should never give rise to discrimination.

ACCESSIBILITY

Participating farms must ensure physical accessibility for buildings and facilities, particularly to persons in wheelchairs and with mobility disabilities.

CUSTOMER SERVICE

Treat all applicants and participants with dignity and respect.

CONFLICT RESOLUTION

If there are complaints that are not civil rights related, work to resolve them. If they are civil rights related, please refer the customer to the Non-Discrimination Statement and follow the referral policy.



STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
AGRICULTURAL RESOURCE DEVELOPMENT
28 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0028

JANET T. MILLS
GOVERNOR

AMANDA E. BEAL
COMMISSIONER

**Maine Senior FarmShare Program (MSFP) – Senior Farmers’ Market Nutrition Program (SFMNP)
Farmer Agreement**

This agreement is made between (farm business name): _____
in the city/town of _____, owned by: _____
(hereinafter Farmer) and the MSFP. The Farmer and the MSFP mutually agree to the terms and conditions
contained in this agreement.

Assigned Farmer ID: _____

The period of this Agreement is from **April 1, 2020 to March 31, 2021**.

1. The farmer agrees to the following general requirements during the term of the Agreement:
 - 1.1. Maintain records in accordance with general accounting procedures; and assure that records reflecting justification and receipt of SFMNP funds and all other program-related records of the Farmer are available for inspection or audit by federal, state or other authorized personnel.
 - 1.2. Cooperate with federal and state SFMNP and other authorized personnel during announced and unannounced on-site farmer evaluations, inspections and audits.
 - 1.3. Provide the MSFP with purchase invoices from other farmers, when requested.
 - 1.4. All funds received from the MSFP will only be used for planting of crops for SFMNP shareholders.
 - 1.5. Notify the MSFP immediately if experiencing a problem with crops and may be unable to provide SFMNP shareholders with the complete amount of eligible foods agreed upon.
 - 1.6. Attend all mandatory trainings.
 - 1.7. Be responsible for training all staff who handle SFMNP transactions and ensuring their knowledge regarding SFMNP procedures and requirements.
 - 1.8. Submit Senior FarmShare Agreement Forms in accordance with the procedures and other requirements as outlined in the **Farmer Policies and Guidelines**.
 - 1.9. Satisfy all claims for overpayments within the time requested.
 - 1.10. Provide plans to the MSFP for correcting deficiencies detected in Farm Evaluations.
 - 1.11. Comply with the civil rights requirements outlined in the **Farmer Policies and Guidelines**.
2. The Farmer agrees to the following operational requirements during the term of the Agreement:
 - 2.1. Display a sign (provided by the MSFP) stating that the farmer is an authorized farm for the MSFP.
 - 2.2. Keep all information of authorized SFMNP recipients confidential.
 - 2.3. Provide SFMNP recipients products at prices that are competitive.
 - 2.4. Ensure that prices charged to SFMNP recipients for approved foods are equal to or less than prices charged to non-SFMNP customers.
 - 2.5. Never publicly identify, call unnecessary attention to, or allow discourteous treatment of a SFMNP recipient.
 - 2.6. If desired, allow SFMNP recipients to purchase less than the value of the SFMNP benefit amount. If the total price is more than the SFMNP benefit amount allow the SFMNP recipient to pay the difference.
 - 2.7. Allow SFMNP recipients to take advantage of farmer promotions that provide foods free of charge when purchasing SFMNP foods.
 - 2.8. Report any irregularities in the use of SFMNP benefit funds by SFMNP recipients to the MSFP.

3. For transactions with SFMNP benefit funds:
 - 3.1. Record each purchase on the Share Tracking Form provided by the MSFP (or another method for share tracking approved by the Program Manager).
 - 3.1.1. Each record must have:
 - 3.1.1.1. Date of purchase;
 - 3.1.1.2. Purchase amount;
 - 3.1.1.3. Remaining benefit balance; and
 - 3.1.1.4. SFMNP recipient (or authorized representative) initials.
4. This Agreement is non-transferable. Any transfer of ownership or sale of the business by the Farmer shall render the Agreement. The Agreement also shall be null and void if the Farmer ceases operations or leases the business. In the event of cessation of operations, the Farmer must notify the MSFP.
5. This Agreement is in effect for the time period stated only. An application must be submitted for consideration upon expiration of the current Agreement period. The Farmer's renewal application will be subject to the MSFP's farmer selection criteria in effect at the time of the reapplication.
6. The Agreement is subject to change in accordance with any changes in federal and state requirements governing the MSFP.
7. Both parties to the Agreement represent that there is no conflict of interest between the MSFP and the Farmer.
8. The Agreement may be terminated for cause by the MSFP, with fifteen (15) business days' advance written notice. The farmer will be required to reapply for authorization, and the waiting period before reapplication will be one (1) year unless otherwise specified. The Farmer's new application will be subject to the MSFP farmer selection criteria in effect at the time of the reapplication. Causes for termination include:
 - 8.1. Failure to attend mandatory training.
 - 8.2. Nonpayment of a claim for documented overcharges to the MSFP.
 - 8.3. Intentionally providing false information.
 - 8.4. Failure to allow monitoring and inspection of the premises and procedures to ensure compliance with the Agreement and state and federal SFMNP rules, regulations and policies. Monitoring and inspection includes, but is not limited to, allowance of access to SFMNP Share Tracking Records and access to shelf price records and any other farmer records pertinent to the purchase of SFMNP food items.
 - 8.5. Failure to maintain records in accordance with generally accepted accounting procedures; and to assure that records reflecting justification and receipt of SFMNP benefit funds and all other program-related records of the Farmer are available for inspection or audit by federal, state or other authorized personnel.
 - 8.6. Failure to cooperate with federal and state SFMNP and other authorized personnel during announced and unannounced on-site farmer reviews, inspections and audits.
 - 8.7. Failure to provide the MSFP with purchase invoices from other farmers, when requested.
 - 8.8. Failure to maintain compliance with farmer selected criteria, including changes to selection criteria made during the Farmer Agreement period.
 - 8.9. Failure to train all staff who handle SFMNP transactions and ensuring their knowledge regarding the SFMNP procedures and requirements.
 - 8.10. The Farmer is disqualified for any reason.
9. The Farmer shall be held liable for the actions of all owners, officers, managers, agents, employees and personnel, paid or unpaid, who may be involved in SFMNP transactions at the farmer's place(s) of business.
10. A farmer who commits fraud or abuse in the MSFP is liable to prosecution under applicable federal, state and local laws.
11. Neither the Farmer nor the MSFP has an obligation to renew the Farmer Agreement.

I certify that as the owner, operator, manager, or other person(s) authorized to sign the MSFP Farmer Agreement and, prior to signing that Agreement, I have carefully read the entire Agreement and the MSFP Farmer Policies and Guidelines. I understand how the SFMNP works and all expectations of me set forth by the MSFP. I understand that compliance with all policies, procedures and regulations of the MSFP is my responsibility.

The (farm/business name): _____ Farm ID: _____

In the city/town of _____, owned by: _____

And the Maine Senior FarmShare Program mutually agree to the terms and conditions contained in this Agreement for the period of **April 1, 2020** to **March 31, 2021**.

I understand that it is my responsibility as a farmer to obtain interpreter services if needed to help me understand the terms of this Agreement and to comply with the policies, procedures and regulations of the MSFP.

Farmer Print Name Farmer Signature Date

Do not write below this line

DATE RECEIVED	APPROVED BY	DATE APPROVED
COMMENTS:		

You may refer to Farmer Policies and Guidelines located in The Maine Senior FarmShare Program *Information for Farmers* section on the state website:
https://www.maine.gov/dacf/ard/senior_farm_share.shtml