



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**

The period of this Agreement is from **January 1, 2021 to December 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 Farmer and the Maine Senior FarmShare Program mutually agree to the terms and conditions contained in this Agreement for the period of **January 1, 2021 to December 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.

By signing the Farmer Application you are agreeing to the terms of the Farmer Agreement Form.

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/seniorfarmshare>