

# Maine Department of Agriculture, Conservation & Forestry

Maine Senior FarmShare Program  
Farmer Policies and Guidelines, Fiscal Year 2021



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

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## 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.

### **2020 - 2021 Income Eligibility Guidelines**

SFMNP income eligibility guidelines are effective from July 1, 2020 to June 30, 2021.

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-** \$23,606    **2-** \$31,894    **3-** \$40,812    **4-** \$48,470    **5-** \$56,758    **6-** \$65,046

Income eligibility guidelines are subject to change. If they change, new income eligibility guidelines will be effective July 1, 2021.

Farmers will be notified if/when they do change on or before July 1, 2021.

4. Seniors who apply must sign a Senior Agreement Form 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. Seniors may sign up by telephone giving a verbal agreement to the farmer beginning April 1 for the upcoming season. The senior must sign a 'Farmer as Proxy Form' (provided by MSFP) to be eligible for a verbal agreement.
10. 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 during the previous year are required to complete annual training. (Annual training is available online or may be requested on printed forms that must be signed and returned.)
  - b. New farms applying to participate are required to complete **MSFP New Farmer Training** to become an authorized farm in the Program. (The MSFP New Farmer Training sessions are offered through an online video conference. The training session dates will be posted each January online at: [www.maine.gov/dacf/seniorfarmshare](http://www.maine.gov/dacf/seniorfarmshare) under *Information for Farmers/Farmer Training*.)
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 April 30, 2021.** 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 Policies and Guidelines 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: [www.maine.gov/dacf/seniorfarmshare](http://www.maine.gov/dacf/seniorfarmshare) under *Information for Farmers* or may call 207-446-5550 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.
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 April 1, 2021.
  - a. Eligible seniors **must physically or verbally 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.
    - ii. Paper Senior Agreement Form (SAF) (Available to be printed online at [www.maine.gov/dacf/seniorfarmshare](http://www.maine.gov/dacf/seniorfarmshare) under *Information for farms/Forms*) – **The senior or authorized representative (Proxy)** must sign their name in the signature block.
    - iii. Verbal Agreement - Seniors may complete a Farmer as Proxy Form authorizing the farmer to sign on their behalf. If a senior has authorized the farmer as their Proxy, the senior may sign up to participate with the authorized farmer over the telephone. (Proxy Forms are valid for one year following the date signed.)
      1. In MOSSA, select 'Verbal Agreement'
      2. On a paper SAF, check the box for 'Verbal Agreement'
2. MSFP requires all signed **paper Senior Agreement Forms** to be entered in to MOSSA within **ONE WEEK** from the date signed by the participant. (Farmers may submit a written request to the MSFP to mail Senior Agreement Forms to be entered by staff.) 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.

**All Senior Agreement Forms must be retained at the farm for a minimum of three (3) years.**

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 are 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 online at [www.maine.gov/dacf/seniorfarmshare](http://www.maine.gov/dacf/seniorfarmshare) under *Information for Farmers/Forms* or may request a form be mailed by contacting the MSFP at 207-446-5550 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 (assigned to a senior) by **September 30**. The MSFP will assess unfilled shares during the last week of July. Unfilled shares at that time may be re-allocated to farms with waiting lists. (Farmers with unfilled shares in July may submit a written request for an extension to continue filling shares through the September 30<sup>th</sup> deadline.)
11. Once all allocated shares have been filled, farmers must maintain a waiting list with contact information of seniors wishing to participate.
12. All SFMNP shares must be fully distributed to every senior that signed an agreement form with the farm by November 30<sup>th</sup>. If a senior is unable to spend their full share benefit amount, a new senior may be signed up after the September 30<sup>th</sup> deadline as a “replacement”. The senior that is signed up as a “replacement” must receive the full \$50 share benefit amount by November 30<sup>th</sup>.
13. Farmers may arrange to store SFMNP purchased produce after the November 30<sup>th</sup> deadline for senior participants who have signed up with their farm.
  - a. Farmers must keep the purchased items separate from all other stored produce.
  - b. The produce must be clearly marked with the senior participants name, contact information, and Share Tracking Record.
  - c. The Share Tracking Record must be updated each time produce is picked up or delivered.
  - d. In the event that a senior is unable to use some or all of the stored produce (if the senior moves, goes into a nursing home, or passes away),
    - i. The farmer must sign up a replacement senior and provide a full \$50 share to that senior.

- ii. The farmer must inform the replacement senior which produce items are available.
  - iii. The farmer must notify the Program Manager within five (5) business days of the situation.
14. **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 11).
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 orange Real Maine stickers (stickers can be used on produce pricing 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

## Vegetables cont.

Escarole  
Fava Beans  
Fiddleheads  
Garlic  
Garlic Scapes  
Ginger  
Gourds (edible)  
Horseradish  
Husk Cherries  
Jerusalem Artichokes  
Kale  
Kohlrabi  
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 honeycomb.

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 begin processing invoices in May and will continue until all funds have been disbursed. The invoices will show a full list of all participants the farm is receiving payment for.
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 (STF)*** that you may use, or if approved by the Program Manager you may use another method. (The template STF is available online at [www.maine.gov/dacf/seniorfarmshare](http://www.maine.gov/dacf/seniorfarmshare) under *Information for Farmers/Forms*.)

10. Final deadline to submit *Senior Agreement Forms* for payment is **September 30<sup>th</sup>** each year.
11. Final deadline to submit *Senior Agreement Forms* for replacements is **November 30<sup>th</sup>** 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 orange Real Maine 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, verbal, or paper version) that was signed by someone other than the applicant.
  - m. Submitting a Senior FarmShare Agreement (electronic, verbal, or paper version) that was not authorized by the senior participant.

- n. 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 207-446-5550.
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 Application 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: [How to File a Complaint \(https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint\)](#) 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](mailto: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.

## APPENDICES

Appendix A – Civil Rights

Appendix B – Farmer Agreement Form