

2023
Louisiana Farmers' Market Nutrition Program
Farmer Participation Agreement

By and between the Louisiana Department of Agriculture & Forestry and:

(Name of Farmer and/or Farm)

(Mailing Address-Street or P.O. Box)

City/State/Zip)

(_____) _____ - _____
(Phone)

(Email Address)

(Name of Bank and Branch Location)

What percentage of your sales consist of produce that you grow yourself? _____ %

Name of Farmers' Market(s) Where Participating:

Name of Roadside Stand(s) Where Participating:

The Louisiana Department of Agriculture & Forestry (LDAF) and Farmer now enter into this Agreement for Farmer to Participate in the Louisiana Farmers' Market Nutrition Program (FMNP), unless terminated by either party. The Farmers' Market Nutrition Program (FMNP) refers throughout the document to compliance with both the Senior Farmers' Market Nutrition Program (Senior FMNP) and WIC Farmers' Market Nutrition Program (WIC FMNP) unless specifically stipulated as Senior FMNP or WIC FMNP.

This Agreement will begin upon signature of both parties and will end December 31, 2025, subject to the following terms and conditions:

I. Farmer Responsibilities:

A. Farmer agrees to:

1. Receive training on program activities; provide training and be accountable for the actions of employees or agents in the redemption of FMNP food benefits and submission of food benefit transactions for payment.
2. Provide only fresh, locally grown produce to recipients at authorized farmers' markets and roadside stands. If it is discovered that ineligible produce or any other item was exchanged for food benefits or that a transaction violated this Agreement in any way by fault of the farmer (or farmer representative), the farmer hereby agrees to reimburse LDAF any monies resulting from said transaction(s) and be subject to fines and/or penalties that may be imposed by LDAF as a result of the violation(s).
3. Offer food benefits recipients the same courtesies extended to other customers.
4. Clearly mark or post current prices on eligible produce or on a sign next to the produce for which food benefits can be taken. Eligible produce is to be offered to WIC FMNP and SFMNP food

benefits recipients at the same price or a lesser price as to other customers and should never be greater than the posted price.

5. Accept FMNP food benefits within the date of validity and submit food benefits for payment within the date of deposit required.
 6. Food benefits card transactions are to be processed in accordance with procedures established by LDAF as presented in this Agreement and as provided in the FMNP Farmer Handbook. If this Agreement is canceled for any reason, Farmer agrees to cease use of the mobile application for processing food benefits cards.
 7. Be monitored for compliance with FMNP regulations (including both overt and covert monitoring) and subject to sanctions, fines and penalties as may be imposed by LDAF in accordance with the FMNP Farmer Handbook and/or Rules and Regulations as may be promulgated under the Louisiana Administrative Procedures Act.
 8. Post the FMNP Vendor Display Sign provided by LDAF.
 9. Comply with the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, U.S. Department of Agriculture regulations on nondiscrimination (7 CFR Parts 15, 15a and 15b), USDA Food & Nutrition Service instructions as outlined in Section 248.7 (WIC FMNP) and/or Section 249.7 (Senior FMNP) and any other state or federal laws regarding nondiscrimination.
 10. Provide such information as LDAF may require for its periodic reports to the USDA, Food & Nutrition Service.
 11. Notify in writing at least 15 days prior to a voluntary termination of this Agreement. This notification can be delivered via certified mail, regular mail or by hand. Farmer may terminate this Agreement for any reason.
 12. Notify LDAF of any address changes or corrections. Notify LDAF if farmer, market or roadside stand ceases operation prior to the end of the authorization period.
 13. Notify LDAF if there is a conflict of interest or potential conflict of interest with LDAF or the local agency in the selling of produce for FMNP food benefits.
- B. Farmer Shall:**
1. Not collect sales tax on FMNP food benefits purchases.
 2. Not provide unauthorized food items, nonfood items, cash, or credit (including rain checks) in exchange for purchases that are in an amount less than the food benefits transaction amount.
 3. Not receive food benefits for ineligible products.
 4. Not seek restitution from food benefits recipients for food benefit transactions not paid by LDAF.

II. Louisiana Department of Agriculture & Forestry Responsibilities:

A. The Department Shall:

1. Provide training to Farmer on all FMNP regulations and procedures.
2. Ensure timely payment for food benefit transactions submitted by Farmer if Farmer meets all the food benefits redemption and submission requirements.
3. Require payment to be denied if Farmer improperly redeems food benefits or establish a claim for payments already made on improperly redeemed food benefits.
4. Disqualify or assess a sanction against Farmer, if necessary, in accordance with the Abuse and Sanction Policy as set forth in the Louisiana Farmers' Market Nutrition Program Farmer Handbook, hereby made a part of this Agreement as if fully written herein. Farmer may appeal a disqualification; the assessment of a sanction, fine or penalty; and the denial of a FMNP

application pursuant to the appeal and hearing procedure set forth in the FMNP Farmer Handbook.

III. Understandings:

A. Both Parties Agree to the Following:

1. Farmer may be prosecuted for fraud or other illegal activity under applicable Federal, State or local laws.
2. Neither LDAF nor Farmer has an obligation to renew this Agreement. Either party may terminate this Agreement after providing the other party advance written notice 15 days prior to termination. LDAF may terminate this Agreement if Farmer ceases to farm; ceases to be a member of a farmers' market or roadside stand in which he or she has been approved to accept food benefits; does not comply with terms of this Agreement and/or FMNP Farmer Handbook, USDA Food & Nutrition Service regulations at 7CFR 248 and 7 CFR 249, as amended, or any other applicable Federal, State or local civil or criminal laws; or if federal funds become unavailable.
3. This Agreement is not assignable or transferable.
4. Signing of this Agreement by Farmer constitutes application to participate in the FMNP and agreement to all terms in this Agreement and Farmer Handbook. Signing of this Agreement by LDAF Representative indicates that farmer training has been provided to Farmer. Training may occur in a group meeting or by personal one-on-one training by a LDAF approved trainer.
5. This Agreement is not effective until all required information is complete and both Farmer and LDAF sign the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and by signing below represent that they have the authority to legally bind their respective party.

(Farmer Signature)

(Date)

(LDAF Representative or Designee Signature)

(Date)

(LDAF FMNP Director Signature)

(Date)

Louisiana Department of Agriculture & Forestry
Michelle Estay, FMNP Director
47076 N. Morrison Blvd.
Hammond, LA 70401-7308
Tel: (985) 345-9483 Fax: (225) 237-5630
Email: fmnp@ldaf.state.la.us

Delivery Address
47076 N. Morrison Blvd.
Hammond, LA 70401-7308

For Office Use Only

Renewal Farmer:

Date of Training _____

Type of Training:

- Group (Location _____)
- One-On-One (Location _____)
- Letter
- Telephone

Trainer _____

New Farmer:

Date of Training _____

Type of Training:

- Group (Location _____)
- One-On-One (Location _____)

Trainer _____

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. fax:
(833) 256-1665 or (202) 690-7442; or
3. email:
Program.Intake@usda.gov

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