

**Senior Farmers' Market Nutrition Program (SFMNP)
Vendor Rules and Procedures**

Program Requirements. Vendor shall strictly comply with the following requirements:

- a. Vendor shall meet the definition of "farmer" as the same is defined by 7 CFR 249.2. Vendor represents and warrants that he/she grows some of the produce within the Kansas border or in a county adjacent to the Kansas border in a neighboring state, and does not exclusively sell produce grown by someone else, such as wholesale distributors. For purposes of this Agreement, the Vendor may be a Kansas grower or a grower from a county adjacent to the Kansas border in a neighboring state.
- b. To cash the program checks for payment, Vendor shall negotiate the same at a local bank on or before November 15, 2010, shall stamp each check with the assigned SFMNP Identification Number Stamp (farmer identifier) and shall otherwise comply with the terms and conditions for payment as contained in the training materials. Vendor shall only use the stamp provided by KDHE;
- c. Vendor shall: not issue rain checks, credit or the like, in lieu of Eligible Foods; not collect any state or local taxes on purchases of Eligible Foods with the check; and shall only accept checks until close of business on October 15, 2010;
- d. Vendor shall, with regard to the SFMNP, sell only those Eligible Foods, as defined below, that are grown either within the Kansas border or in a county adjacent to the Kansas border in a neighboring state, and that are not processed or prepared beyond their natural state, and at market prices that are at or below the current price charged to other customer.

Eligible Foods, under this Agreement, are defined as follows:

Vegetables: including asparagus, snap or pole beans, lima beans, edible soybeans, broccoli, beets, Brussels sprouts, cabbage, Chinese cabbage, carrots, cauliflower, collards, sweet corn, cucumbers, eggplant, endive, garlic, Jerusalem artichoke, kale, kohlrabi, leek, leaf lettuce, Bibb lettuce, romaine lettuce, head lettuce, mustard greens, greens mixes or mesculun, oriental greens crops, mushrooms, New Zealand spinach, okra, onions, parsnip, peas, peppers, Irish potatoes, pumpkins (edible), radishes, rhubarb, rutabaga, salsify, spinach, summer squash, winter squash, sweet potatoes, Swiss chard, tomatoes, turnip, watermelon, edible sprouts and shoots.

Herbs: including basil, chervil, coriander/cilantro, parsley, tarragon, thyme, oregano, sweet marjoram, anise, borage, dill, chives, rosemary, fennel, sage, culinary lavender. Herbs must be sold for fresh use- not as potted plants or as dried herbs.

Fruits: including apples, apricots, blueberries, strawberries, cherries (tart and sweet), crabapples, blackberries, dewberries, hardy kiwi, peaches, nectarines, persimmon, plums/prunes (not dried), grapes, pears, Asian pears, date pears, mulberries, raspberries, gooseberries, currants, paw-paw, muskmelon or cantaloupe, honeydew melons, winter melons.

Honey: including comb honey, cut comb honey, liquid honey, naturally crystallized honey, kosher/wild/organic honey, unflavored honey sticks

Ineligible Foods, under this Agreement, are defined as follows:

Dried fruits or vegetables, such as prunes (dried plums), raisins (dried grapes), sun-dried tomatoes, dried chili peppers; potted fruit or vegetable plants; potted or dried herbs; wild rice; nuts of any kind (even

raw); honey that has been whipped, sugared, creamed, dried, flavored, fruited, pasteurized, or infused; maple syrup; cider; and molasses.

e. Vendor shall cooperate with the KDHE in providing requested information to be used to evaluate the SFMNP (e.g., a survey, collection of anecdotal information). Vendor, and its employees or volunteers, shall review and abide by any and all SFMNP regulations and KDHE policy, whether presently in existence or hereinafter enacted or amended.

f. Vendor, and its employees or volunteers, shall attend required training sessions sponsored by KDHE with regard to the SFMNP. Vendor acknowledges and agrees that SFMNP may be monitored by various means, including compliance purchases at the option of KDHE.

g. At all times when Vendor is open for business, Vendor shall display signage indicating that SFMNP checks are accepted and a list of Eligible Foods. Such signage shall be of such size to be easily read by a person walking through the farmers' market.

h. Vendor shall be authorized to accept SFMNP checks only at the farmers market locations outlined in the SFMNP program guidelines, and shall at all times comply with KDHE SFMNP program guidelines.

i. Vendor agrees to be monitored for compliance with SFMNP requirements, including both overt and covert monitoring;

j. Vendor agrees to reimburse KDHE for any checks transacted in violation of this Agreement, USDA regulations or KDHE policy; and

k. Vendor shall not substitute ineligible produce when eligible foods are not available.

Additional Assurances from Vendor. Notwithstanding other various terms contained herein, Vendor shall comply with the following requirements:

- a. Upon written request, Vendor shall timely provide to KDHE in the format prescribed by KDHE such information as KDHE may require for Food and Nutrition Services ("FNS"), a division of USDA;
- b. Assure that SFMNP checks are redeemed only for eligible foods as are described herein;
- c. Provide eligible foods at or less than the price charged to other customers;
- d. Accept SFMNP checks within the dates of their validity and submit such checks for payment within the allowable time period established by KDHE;
- e. Be accountable for actions of farmers or employees in the provision of eligible foods and related activities;
- f. Offer SFMNP participants the same courtesies as other customers;
- g. Notify KDHE if any farmer, farmers' market or roadside stand ceases operation prior to the end of the authorization period;
- h. Not charge sales tax on any SFMNP sale; and
- i. Report any suspected abuse or non-compliance with SFMNP regulations or requirements.

Prohibited Acts. Vendor agrees that it shall not do the following:

- a. Seek restitution (payment) from any SFMNP participant for any checks for which the Vendor has not received payment;
- b. Issue cash change for purchases that are in an amount less than the value of the SFMNP check(s); or
- c. Commence sales under this program prior to the execution of this Agreement.