



SID MILLER, COMMISSIONER

**ADDENDUM TO
SENIOR FARMERS' MARKET NUTRITION PROGRAM
AGREEMENT BETWEEN
THE TEXAS DEPARTMENT OF AGRICULTURE AND**

[INSERT NAME OF CE]

I. PARTIES

The parties to this Addendum are the Texas Department of Agriculture (hereafter, TDA or Department), an agency of the State of Texas, and the [insert name of CE] (hereafter, CE or Contracting Entity), collectively referred to as the "Parties."

II. PURPOSE

The Parties have entered into an Agreement to administer the Senior Farmers' Market Nutrition Program (hereafter, SFMNP) in Texas. This Addendum addresses the Parties' roles and responsibilities as they pertain to the "[insert name of FMA] (hereafter, FMA or Farmers Market Association)."

Typically, TDA requires three tiers of legal agreements with/through Contracting Entities operating the SFMNP: (1) agreement between TDA and the Contracting Entity; (2) agreement between the Contracting Entity and the Farmers' Market Association; and (3) Farmer Profile Agreements completed by each farmer member of the Farmers' Market Association.

The CE owns and fully operates and controls the FMA. The CE has executed the agreement as a Contracting Entity with TDA. As the sole owner and operator of the FMA, this specific set of circumstances does not lend itself to the CE also executing an agreement between itself and the FMA under its own control. To that end, this Addendum clarifies the Parties' roles and responsibilities for this specific set of circumstances.

III. ADDENDUM DOCUMENTS

This Addendum incorporates by reference the SFMNP Agreement between the TDA and the CE.

IV. DUTIES OF TDA

TDA hereby agrees to:

- Adhere to all rights and responsibilities as articulated in the Agreement between the parties.

V. DUTIES OF THE CONTRACTING ENTITY AND FARMERS' ASSOCIATION

The CE/FMA hereby agrees to:

- Adhere to all rights and responsibilities as articulated in the Agreement between TDA and CE;
- Process all valid SFMNP vouchers upon proper submission of the State of Texas SFMNP Purchase Voucher within thirty (30) days of CE's receipt of any voucher, with the exception of an absolute voucher filing deadline of December 15th of each Program Year. Vouchers are for a one-time benefit, numbered sequentially, issued in \$20.00 increments, and are to be issued to qualifying SFMNP participants for redemption at qualifying farmers' markets. Vouchers are worth \$4.00 each and are issued in booklets with five (5) vouchers with a total value of \$20.00.
- Acknowledge that vouchers may be deemed invalid for payment for any of the following reasons:
 - Request for payment from CE to TDA is postmarked after December 15th of the applicable Program Year.
 - Any required dates are missing or determined by TDA to be improperly altered.
 - The SFMNP voucher has been accepted before or after the "Dates of Use" printed on the SFMNP voucher.
 - Unauthorized foods, non-food items, and/or cash have been issued in exchange for the SFMNP voucher.
 - The voucher is accepted for less than its face value.
 - The SFMNP vendor number is missing from the voucher or determined by TDA to be forged or improperly altered.
- Train staff on SFMNP requirements and offer training and technical assistance as needed.
- Ensure confidentiality of applicant and participant information and only share confidential applicant and participant information on a need to know basis for operation of the SFMNP pursuant to the provisions of 7 CFR § 249.24.
- Comply with the Civil Rights and non-discrimination requirements of the USDA as codified in 7 CFR § 249.7; in particular, to ensure that no SFMNP participant shall be excluded from participation in, or denied the benefits of, the SFMNP on the basis of race, color, national origin, sex, disability, or age.
- Acknowledge that this Addendum is not transferable and does not constitute a license or a property interest.
- Ensure that farmers set up market(s) at locations hitherto scheduled and agreed unless the CE receives at least 15 days' notice of a market cancellation.
- Provide only fresh, nutritious, unprepared fruits and vegetables grown by a farmer in Texas, New Mexico, Oklahoma, Arkansas, or Louisiana. Fruits and vegetables allowed under the SFMNP are identified in the list of eligible fruits and vegetables provided by TDA.
- Ensure that individual farmers prominently display a sign stating that they are authorized to redeem SFMNP vouchers and that individual farmers display prices for SFMNP eligible foods.
- Assign each farmer a numerical designator as a vendor identification measure. This vendor number is to be entered by the farmer on the prescribed lines on the front of each SFMNP voucher redeemed by that farmer. A stamp may be used for this purpose.
- Accept only valid SFMNP vouchers. A valid voucher will state the "Dates of Use," and must have the date of redemption.

- Remain accountable for actions of farmers and employees in the use of SFMNP vouchers or provision of authorized foods.
- Accept SFMNP vouchers only during the valid period printed on the face of the voucher.
- Enter the date on the SFMNP voucher as the day on which the voucher was accepted in exchange for food.
- Provide fruits and vegetables to SFMNP participants that are of the same quality and cost charged as that sold to other customers. Charging a higher price for eligible foods than that charged to other customers for the same foods may result in sanctions, up to and including termination of the Agreement between TDA and [insert name of CE].
- Offer SFMNP participants the same courtesies as offered to other customers.
- Submit vouchers/claims for reimbursement of SFMNP vouchers in the manner prescribed by TDA no later than the last day to redeem vouchers as stated on the face of the voucher. The FMA is responsible for the safe delivery of SFMNP vouchers and claims to the CE for payment.
- Ensure that farmers participating in the SFMNP actually grow some of the SFMNP eligible foods to sell at market. Persons who exclusively sell produce grown by someone else, or purchased at a terminal or grocery store, may not participate in the SFMNP.
- Ensure that when farmers sell both SFMNP eligible and ineligible produce, the ineligible produce is displayed separately and marked as not eligible for SFMNP purchases.
- Do not redeem SFMNP vouchers for less than their value and do not provide cash change for purchases.
- Do not charge sales tax on purchases made with SFMNP vouchers.
- Do not bill or attempt to collect from SFMNP participants any charges from any SFMNP vouchers submitted to TDA for reimbursement but not paid by TDA.
- Indemnify and hold harmless TDA as well as officers, agents and employees of TDA from all claims, losses or suits accruing or resulting from personal injury caused by a defect, and/or illegal tampering with foods purchased with SFMNP vouchers.
- Enter into a written agreement with each farmer within the FMA that is participating in the SFMNP. Submit a copy of the FMA agreement with each farmer to TDA.
- Maintain a Farmers' Redemption List.
- Obtain written approval from TDA for all market locations where SFMNP vouchers will be accepted prior to the acceptance of such vouchers at these locations. Submit a schedule of the FMA's market dates, times and location(s).
- Notify TDA if any farmer or farmers' market ceases operation prior to the end of the authorization period.
- Notify TDA of any market cancellation at least 15 days before market day.
- Abide by SFMNP policies included in the Agreement between TDA and the CE, and all revisions made to the SFMNP policies through written notice that are incorporated into that Agreement by reference.

VI. TERM

This Addendum shall take effect upon signature of both parties, and shall expire on December 31, 2027, unless terminated earlier as provided for in the Agreement.

VII. FORCE AND EFFECT

Except as amended herein, this Addendum shall remain in force and effect throughout its term.

VIII. EFFECTIVE WHEN EXECUTED

This Addendum is not effective unless and until it is signed by authorized representatives of TDA and the CE.

IX. NO WAIVER

The Parties agree that the execution of this Addendum does not waive any requirements of the Agreement, or any other independent benefits, right, remedy, or other claim whether legal or equitable.

Accepted and agreed:

TEXAS DEPARTMENT
OF AGRICULTURE

[Contracting Entity]

BY: _____
Lena Wilson
Assistant Commissioner,
Food & Nutrition

BY: _____
CE Authorized Representative Signature

Print Name: _____

Title: _____

Date: _____

Date: _____