SID MILLER, COMMISSIONER

SENIOR FARMERS' MARKET NUTRITION PROGRAM
FARMER PROFILE AND AGREEMENT

BETWEEN FARMER AND

_____ (FMA)

PLEASE TYPE, OR PRINT CLEARLY IN BLUE OR BLACK INK:

Farmer's Name:	
Farmer's ID # (four digits):	Farm Name:
Farmer's Mailing Address:	Street Address (if different):
Home Phone:	Work Phone:
Fax:	E-Mail:

This Agreement specifies the rights and responsibilities of the Farmers Market Association (FMA) and the Farmer identified above, in the Senior Farmers' Market Nutrition Program (SFMNP) as administered in Texas by the Texas Department of Agriculture (TDA) for Program Years 2025 through 2027.

This Agreement shall take effect upon signature by both parties, and shall expire on December 31, 2027, unless it is terminated early in accordance with its terms.

The Farmer named above agrees to:

1. Sell only locally grown, fresh, unprepared fruits and vegetables grown in Texas, New Mexico, Oklahoma, Arkansas, or Louisiana identified in the SFMNP list of Allowed and Disallowed Foods to SFMNP participants upon presentation of a valid voucher. Farmers that participate in the SFMNP must grow some of the SFMNP eligible foods to sell at market. Persons who exclusively sell produce grown by someone else, such as wholesale distributors or purchased at a terminal or grocery store, may not participate in the SFMNP.

2. Accept only valid SFMNP vouchers. Valid vouchers must have the date redeemed and must be accepted only between the "Dates of Use," as stated on the face of the SFMNP voucher.

3. Sell to participants eligible foods at no greater than the current price charged to other customers.

4. Redeem a SFMNP voucher for no less than its $4.00 value and not charge sales tax on SFMNP voucher purchases. Farmer agrees that they will not provide cash change for purchases that are in amounts less than the value of the SFMNP voucher. (Vouchers are issued to participants in a quantity of five (5), each worth $4.00, for a cumulative value of $20.00.)

5. Display the sign **"SENIOR FARMERS' MARKET NUTRITION PROGRAM VOUCHERS ACCEPTED HERE"** at all times during market operations. If the sign is lost, the farmer must obtain another from the market manager, or display a suitable reproduction containing the same information. Authorized farmers must also post prices of all produce to be sold for SFMNP vouchers.

6. Comply with the Civil Rights and nondiscrimination requirements of the United States Department of Agriculture (USDA) to ensure that no SFMNP participant is excluded from participation in, or denied the benefits of, the SFMNP on the basis of race, color, national origin, sex, disability, or age and will extend the same courtesies offered to other customers.

7. Enter the Farmer's Vendor Number on each SFMNP voucher redeemed at this FMA's market location(s), and submit the SFMNP vouchers for payment through this FMA no later than the date agreed upon between Farmer and the FMA.

8. Cooperate with compliance monitoring as conducted by the FMA, Contracting Entity (CE) with which the FMA has contracted for operation of the SFMNP, TDA, and/or USDA.

9. Acknowledge that non-compliance with SFMNP procedures may result in sanctions as stipulated in the Texas Farmers/Farmers' Market Sanction Policy (Policy), as found in the TDA-issued SFMNP Handbook. A farmer disqualified from the SFMNP by TDA, FMA, or CE may appeal the disqualification in accordance with the Appeal Rights provided below..

9. Acknowledge that Farmer may not seek restitution from individual SFMNP participants; acknowledge that Farmer may not be reimbursed for a voucher deemed by FMA, CE, or TDA to be invalid.

10. Accept training on SFMNP policies and procedures from TDA, CE, or FMA.

11. Upon request, provide such information as TDA may require for its required annual reports to USDA Food and Nutrition Service.

12. Provide written, thirty (30) days advance notice to the FMA if Farmer is terminating operation prior to the end of the Agreement period specified above. Notice shall be sent by regular mail to the FMA identified above.

13. Provide at least fifteen (15) days' cancellation notice to CE or TDA if farmer is unable to appear at a market previously scheduled.

14. Agrees to administer SFMNP as required by federal regulations as found in 7 CFR Part 249 and any subsequent addendums/updates to this CFR.

APPEAL RIGHTS

Farmer agrees to be bound by the following appeal procedures:.

1. Actions subject to appeal. Pursuant to 7 CFR § 249.16, the following adverse actions are subject to appeal: (1) denial of certification of SFMNP benefits, unless certification is denied solely because of the lack of sufficient funding to provide SFMNP benefits to all eligible applicants; and (2) disqualification/suspension of SFMNP benefits. A CE may appeal an action of TDA disqualifying it from participating in the SFMNP. A farmer or farmers' market may appeal a TDA action denying its application to participate, imposing a sanction, or disqualifying it from participating in the SFMNP.
2. Parties capable of taking adverse action. TDA, each CE administering the Program, each sub-distributing agency, and each FMA have the administrative authority to take adverse action against their respective contracting parties operating the Program. In the event that any

adverse action taken by any entity participating in the SFMNP in Texas is subject to appeal, TDA will control and conduct the subsequent hearing, as defined herein.

3. Actions not subject to appeal. Pursuant to 7 CFR § 249.16, expiration of a contract or Agreement to participate in SFMNP is not subject to appeal.
4. Notice of adverse action. Any entity taking an adverse action shall issue a written notice. Such notice shall: (1) state the cause for the action; (2) state the effective date of the action; (3) state whether the adverse action will be postponed until a decision in the appeal is made, if the adverse action is appealed; and (4) state the procedure for requesting a hearing. This written notification of the adverse action must be provided to the entity or participant not less than fifteen (15) calendar days in advance of the effective date of the action.
5. Opportunity to reschedule. Pursuant to 7 CFR § 249.16, each appellant shall be provided at least one opportunity to reschedule the hearing date upon specific request to TDA. Only one such rescheduling opportunity will be provided by TDA.
6. Appeal procedures. A party wishing to appeal an adverse action must make a written request for appeal within thirty (30) days from the date on which the notice of adverse action is received. The written appeal request must clearly identify the action being appealed and include a photocopy of the notice of adverse action. TDA will acknowledge the receipt of the request for an appeal within ten (10) days of its receipt of the appeal request and state in this written notice TDA's determination of whether the action shall be postponed pending outcome of the appeal.
7. Submission of requests for appeal:
    1 Requests for appeal may be mailed or faxed to: Texas Department of Agriculture, Legal Division, Attn: Docket Clerk; PO Box 12847; Austin, Texas; 78711; Fax Number (800) 909-8530.
    2 Requests for appeal may be sent via overnight delivery service to: Texas Department of Agriculture, Legal Division, Attn: Docket Clerk; 1700 North Congress, 11th Floor; Austin, Texas, 78701.
8. Review of record. The case record must be available for review prior to the hearing.
9. Hearing. TDA will conduct the hearing within thirty (30) days of receiving the appeal request, unless an additional seven (7) days is needed to accommodate one permitted request to reschedule a hearing. Both parties shall be provided with the opportunity to confront and cross-examine adverse witnesses; the opportunity to be represented by counsel, or in the case of an appeal filed by an SFMNP participant, by a representative designated by the participant, if desired.
10. Postponement pending decision. Pursuant to the provisions of 7 CFR § 249.16(c), an adverse action may, at TDA's option, be postponed until a decision is rendered in the appeal.
11. Decision. An impartial decision maker will render a written determination on the outcome of the appeal, such decision being based solely on the evidence presented at the hearing and the statutory and regulatory provisions governing the SFMNP. TDA shall issue a written determination on the outcome of the appeal to all parties no later than sixty (60) days from the date of receipt of the request for an appeal by TDA. The determination issued by TDA is the final administrative determination to be afforded to an appellant.

CERTIFICATION

I acknowledge that I am the Farmer identified above or, alternatively, I am authorized on behalf of the Farmer identified above, to make written agreements with this FMA, CE, and/or TDA to sign documents or reports about this Agreement and to present vouchers for reimbursement, when appropriate, to this FMA.

By signing this document, I certify individually and collectively that to the best of my knowledge and belief, all documents submitted physically or electronically on behalf of the above named contracting farmer pursuant to participation in SFMNP, are/will be true and correct in all respects, that they are/will be completed according to the terms and conditions of existing agreements, including amendments, that records are/will be available to support any and all SFMNP transactions and that I will not submit vouchers for which I have already received payment. I recognize that I am fully responsible for any vouchers paid in violation of this Agreement and may not seek restitution from participants for vouchers not paid by TDA or this FMA. I am also aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

I also certify that I am not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency or by the State of Texas. I shall immediately provide written notice to the FMA if at any time I learn that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. I also specifically assert that I do not owe a single substantial debt or a number of outstanding debts to a federal or state agency. I understand that a false statement regarding this status will be treated as a material breach of this Agreement and may be grounds for termination of this Agreement at the option of the FMA.

Farmer Signature	
Date	Name (Please print)
FMA Agent Signature	
Date	Name (Please print)