



2021-2022 Senior Farmers’ Market Nutrition Program
Sub-Outlet Agreement – Farmer at Farmers’ Market

Table with 3 columns: Sub-Outlet Name, SFMNP Sub-Outlet ID, Farmers’ Mkt & Outlet ID. Rows include Mailing Address, City and Zip Code, and Contact Name/Phone No./Email Address.

For the purposes of this agreement:

- “Eligible food” means fresh, nutritious, unprepared, locally grown fruits, vegetables, honey, and herbs. Eligible foods may not be processed or prepared beyond their natural state except for usual harvesting and cleaning processes.
• “Outlet” means an authorized Farmers’ Market that authorizes farmers at the Farmers’ Market to participate in the SFMNP.
• “Provider” or “local agency” means a non-profit agency, such as Hawaii Foodbank, Inc. (HFB), Hawaii Foodbank, Inc. Kauai Branch (HFB-K), Hawaii County Economic Opportunity Council, Inc. (HCEOC) or Maui Economic Opportunity, Inc. (MEO), that participates in SFMNP to assist the State.
• “State” means the State of Hawaii, acting through the Office of Community Services.
• “Sub-outlet” means a farmer who participates in the SFMNP through a Farmers’ Market, rather than independently.

The periods of performance for this agreement are from April 1, 2021 to November 9, 2021 for 2021, and April 1, 2022 to November 10, 2022 for 2022. The deadline for sub-outlets to submit redeemed coupons for reimbursement is November 9, 2021 for 2021, and November 10, 2022 for 2022. Participants may redeem coupons until October 31, 2021 and October 31, 2022.

Farmer understands and hereby agrees to abide by the terms of the agreement as printed on this form and in the SFMNP Sub-Outlet Training or amendments to rules that may be promulgated at the corresponding farmers’ markets. Farmer attests that he/she meets the definition of “Farmer” under U.S Department of Agriculture (USDA) regulations as “an individual authorized to sell eligible foods at participating farmers’ markets or roadside stands” and that the produce farmer sells is not exclusively grown by someone else. In compliance with USDA’s regulations, farmer acknowledges that he/she has received training by submitting this completed form to the Outlet. Farmer understands and agrees it is his/her responsibility to submit a completed sub-outlet agreement prior to accepting SFMNP coupons from SFMNP participants.

Sub-Outlet Farmer

Date

Outlet – Farmers’ Market

Date

Local Agency Provider

Date

Office of Community Services

Date

The Sub-Outlet Farmer shall:

- Prominently display a certified SFMNP identification sign located on the customer traffic side during the duration of program period from April 1, 2021 through October 31, 2021 for 2021 and April 1, 2022 through October 31, 2022 for 2022.
- Accept training on SFMNP procedures and provide training to sub-outlet employees with SFMNP responsibilities on such procedures.
- Begin each market day with at least 55 percent of all products for sale as eligible foods, having personally grown a majority of the foods for sale, and with all produce being locally grown.
- Offer SFMNP participants the same courtesies as other customers.
- Accept SFMNP coupons only for a transaction that takes place at the location, hours, and days of an authorized Outlet, and only in exchange for eligible foods.
- Assure that SFMNP coupons are redeemed at fair market value and at the current price or less than the current price charged to other customers.
- Only accept coupons as payment if presented between April 1, 2021 through October 31, 2021 for 2021 and April 1, 2022 through October 31, 2022 for 2022.
- Treat SFMNP coupon as readily as cash – exception that no change is given.
- Stamp or endorse in writing each transacted coupon with the assigned sub-outlet identifier (stated as “farmer identifier” on coupon), **prior to submitting coupons for payment** to the Outlet.
- Submit coupons for reimbursement on or before November 9, 2021 for 2021, and November 10, 2022 for 2022.
- Provide information to the Outlet as applicable and as required by the Provider for periodic reports.
- Reimburse the Outlet for payment improperly received for coupon redemptions in violation of this agreement.
- Comply with the nondiscrimination provisions of USDA regulations.
- Notify the Outlet if the Sub-Outlet ceases operation prior to the end of the authorization period.
- Agree to be monitored for compliance with SFMNP requirements.
- Ensure that all persons who act on behalf of the certified sub-outlet understand and adhere to the procedures and regulations of the SFMNP.
- Be accountable for actions of Sub-Outlet’s employees in the provision of eligible foods and related activities.
- Not collect sales tax on SFMNP coupon purchases.
- Not issue credits or refunds on returned eligible foods that were purchased with SFMNP coupon(s).
- Not issue cash change for purchases that are less than the amount value of the SFMNP coupon(s).
- Not seek restitution from SFMNP participants for coupon(s) not paid by the Outlet.
- Not levy any surcharge based on the use of SFMNP coupon(s) by participants.

Either the State, Provider, Outlet or Sub-Outlet may terminate the agreement for cause after providing 30 days’ written notice. The State, Provider or Outlet may deny payment for improperly redeemed SFMNP coupons or may establish claim for payments already made on improperly redeemed coupons.

The State may impose sanctions for violations of applicable provisions of the Code of Federal Regulations relating to the Senior Farmers’ Market Nutrition Program and other rules of the program. See the attached schedule of sanctions for violations. An Outlet may appeal any sanction imposed or disqualification from participation by the Provider. Any appeals should be sent to:

Hawaii	Maui	Oahu	Kauai
Hawaii County Economic Opportunity Council, Inc. 47 Rainbow Drive Hilo, HI 96720	Maui Economic Opportunity, Inc. 99 Mahalani Street Wailuku, HI 96793	Hawaii Foodbank, Inc. 2611 Kilihau Street Honolulu, HI 96819	Hawaii Foodbank, Inc., Kauai Branch 4241 Hanahao Place, Suite 101 Lihue, HI 96766

