

**2017**  
**CONNECTICUT FARMERS' MARKET NUTRITION PROGRAM**  
**(FMNP)**

**LETTER OF AGREEMENT**

In accordance with Sections 22-6 and 22-6f of the General Statutes of Connecticut, the Connecticut Department of Agriculture, acting through its Commissioner, has outlined the following procedures to be followed and sanctions for violations applicable to farmers participating in the Connecticut Farmers' Market Nutrition Program (FMNP).

The undersigned farmer agrees to all terms and conditions contained herein and will comply with said conditions and requirements.

**FARMER CERTIFICATION VALID UNTIL DECEMBER 1, 2018**

(a) Farmer certification shall not be in effect and checks shall not be accepted until receipt by the applicant farmer of a certified farmer identification poster, a copy of the Department-farmer letter of agreement and certified farmer's endorsement stamp (a new stamp will be issued from the department of Agriculture and will be valid for the three year certification period).

(b) Farmer certification expires December 1<sup>st</sup> of each year of issuance. Individuals must reapply and receive farmer certification at the end of every year in order to participate in the Connecticut FMNP.

(c) New farmers applying for certification must go through an initial on-farm training meeting and production area inspection prior to being accepted in the Farmers' Market Nutrition Program.

(d) The Department does not limit the number of farmers who may become certified under the Connecticut FMNP. A farmer who satisfies all of the following criteria shall be certified to accept checks at **Authorized Connecticut Farmers' Markets**.

- (1) The applicant shall be farming, as defined in the Connecticut General Statutes Volume 1, Chapter 1, Section 1-1 (q).
- (2) The farmer shall display and sell 100 percent of all produce in the farmer stall as fresh Connecticut Grown produce.
- (3) The farmer participates in one or more authorized farmers' markets, which have been approved by the Department of Agriculture.
- (4) The farmer's signature at the end of this Letter of Agreement signifies that the farmer has read and understands the Letter of Agreement.
- (5) The farmer will be subject to monitoring and compliance buys to ensure compliance with all rules and guidelines pertaining to the Connecticut FMNP.
- (6) The farmer shall submit a completed crop plan to DoAg and to each farmers' market they participate in.
- (7) The farmer shall submit a completed and signed Letter of Agreement to the Department of Agriculture.

- (8) The farmer shall clearly post all produce prices during market hours.
- (9) Majority of farm products offered for sale by the farmers shall be produced by the farmer.

## **CERTIFIED FARMER OBLIGATIONS**

A certified farmer shall be responsible for the following:

- (a) Accept checks only for a transaction that takes place at an authorized farmers' market/ farm stand/ mobile market and only in exchange for Connecticut Grown fresh produce.
- (b) Identify himself/herself to recipients by prominently displaying a certified farmer identification poster.
- (c) Provide Connecticut Grown fresh produce to recipients upon receipt of a valid and properly completed check, which is signed by the WIC/Senior participant at the time of purchase.
- (d) Accept checks as payment for Connecticut Grown fresh produce only if presented on or before the usage expiration date printed on the face of the check.
- (e) Handle transactions with WIC/Senior/ participants in the same manner as transactions with all other customers.
- (f) Be responsible for the actions of his/her employees and agents, including the compliance with all requirements of the Agreement.
- (g) Charge WIC/Senior FMNP participants a price for Connecticut Grown fresh produce that is equal to or less than the current price charged to non WIC/Senior customers.
- (h) Not levy a surcharge or sales tax based on the use of checks by WIC/Senior participants.
- (i) Return no cash nor issue credit in any form to WIC/Senior participants during sales transactions that involve checks only. In the event of a single transaction in which a participant presents a combination of cash and checks for the purchase of Connecticut Grown fresh produce, cash or credit for change up to the value portion of the payment, less the value of produce purchased shall be given to the participant.
- (j) Use the rubber stamp issued to the farmer by the Department of Agriculture to endorse the back of each check received.
- (k) Completely and accurately respond to a questionnaire for participating certified Connecticut farmers with resubmission to the Department in a specified and timely manner.
- (l) Immediately inform the Department in the event of loss, destruction, or theft of either the certified farmer endorsement stamp or certified farmer identification sign so that a replacement may be issued.
- (m) Comply with all procedures and rules as herein outlined and as delineated in the Letter of Agreement and any official written notices of clarification issued by the Department.

(n) Not seek restitution from Connecticut FMNP recipients for checks not paid by the state agency.

## **CERTIFIED FARMER NONCOMPLIANCE SANCTIONS**

Violations of Connecticut FMNP procedures and rules applicable to a certified farmer shall be identified as Class I violations, Class II violations, and Class III violations.

Violations involving the use of multiple checks in a single sales transaction shall be considered a single violation. Violations involving multiple sales transactions, regardless of time elapsed, shall be considered multiple violations at a standard of one violation per sales transaction.

**(a)** Class I violations shall result in a warning letter from the Department to the violating certified farmer. The following shall constitute Class I violations:

- (1) Failure to appropriately display the certified farmer identification sign.
- (2) Failure to clearly post produce prices during market hours.

**(b)** Class II violations shall result in an official written citation of noncompliance from the Department to the violating certified farmer. The following shall constitute Class II violations:

- (1) Noncompliance with any of the rules and procedures as outlined in the farmer certification hand book and in the Department-farmer agreement, and which is not specifically identified as a Class I violation.
- (2) Recipient is charged a price that is greater than that charged non recipients or is charged for items not received.
- (3) Refusal to accept valid checks for Connecticut Grown fresh produce.
- (4) Abusive or discriminatory treatment of recipients or Connecticut FMNP staff.
- (5) The second like instance of a Class I violation by a single certified farmer.

**(c)** Class III violations shall result in the suspension of the violating farmer from participation in the Connecticut FMNP. The following shall constitute Class III violations:

- (1) Displaying or offering for sale non Connecticut Grown fresh produce in a certified farmer stall.
- (2) Exchanging ineligible products or cash for checks.
- (3) Failure to permit or comply with procedures regarding inspection of produce and documentation by the Department when point of origin of fresh produce on display or offered for sale in a certified farmer stall is in question.

- (4) Majority of eligible products offered for sale by a farmer at a FMNP authorized markets must have been grown/produced by that farmer. If at any time during the certification period, a certified farmer is no longer growing/producing majority of the products offered for sale at an authorized farmers' markets, their certification shall be revoked.
- (5) The third like instance of a Class I violation by a single farmer;
- (6) The second like instance of a Class II violation by a single farmer.
- (7) Cashing checks for a non-certified farmer and/or vendor.

## **OFFICIAL NOTICE OF NONCOMPLIANCE**

A written official notice of noncompliance shall be issued to the certified farmer by the Department of Agriculture.

## **REVIEW OF NOTICE OF SUSPENSION OR NONCOMPLIANCE**

The farmer shall respond to the notice of suspension or non-compliance within five business days. A written explanation of the circumstances of the violation and any physical or documentary evidence may be submitted along with the written explanation.

The Department of Agriculture will review submitted information and evidence and notify the farmer within five business days of its decision. Failure to respond to the notice of suspension or non-compliance within the specified time period shall constitute acceptance of the notice.

## **SUSPENSION**

Suspension of a certified farmer from participation in the Connecticut FMNP shall remain in effect for the remainder of the season. An exception shall occur when suspension occurs within 30 days of the expiration date for check usage by recipients. In such case, suspension shall also include the entire season of the following calendar year.

In the event of a suspension, the farmer has five (5) business days to deposit all checks received on or before the official date of the suspension. After the fifth business day, the farmer shall be liable for damages in the amount equal in value to checks deposited and paid upon after the official date of suspension notification.

At the conclusion of a suspension period, the farmer must reapply for and receive certification in order to resume participation in the Connecticut FMNP.

## **DEADLINE**

- (a) Submission of farmer application. All applications shall be submitted no later than one month preceding the last date in which checks may be used by recipients at authorized Farmers' Markets.

(b) Recipient check usage expiration. Checks shall be valid for participant use from the time of issuance through the season ending date as designated by the Department. Such date shall be clearly printed on the check face. Check usage shall be null and void after expiration date.

(c) Certified farmer check reimbursement. All checks accepted by a certified farmer shall be deposited on or before 30 days following the date of expiration printed on the face of the check. Any claim for check payment beyond the check reimbursement expiration date is not valid and shall be denied.

## **CANCELLATION CLAUSE**

This Agreement shall remain in full force and effective for the entire term of the contract, unless canceled by the Connecticut Department of Agriculture, by giving the farmer thirty (30) days written notice of such intentions.

## **EXECUTIVE ORDERS**

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation or of noncompliance with said Executive Order No. Three, or any State or Federal Law concerning non discrimination, notwithstanding that the Labor Commissioner is not a party to this contract.. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees as part consideration hereof, that this contract is subject to the guidelines and rules issued by the State Labor Commissioner to implement Executive Order No. Three and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the state of Connecticut and the State Labor Commissioner.

This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration, hereof, agree that the Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut Employment Service

## **NON- DISCRIMINATION AND AFFIRMATIVE ACTION**

### **Pursuant to 4a - 60**

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to blindness, unless it is shown by such contractor that such disability prevents performance of the work involved:

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

(3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each farmer with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;

(5) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or person:

- (1) Who are active in the daily affairs of the enterprise,
  - (2) who have the power to direct the management and policies of the enterprise and
  - (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (e) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, farmer or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or farmer as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

#### **PURSUANT TO 4a -60a.**

Sec. 4a-60a. Contracts of the state and political subdivision, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
  - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each farmer with which such contractor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56;

(4) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, farmer or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or farmer as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

c) The terms of this agreement shall be concurrent with the Connecticut FMNP year as stated in paragraph one (1) of this document.



#### USDA Non-Discrimination Statement

In accordance with Federal 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, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice any TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information is available in languages other than English.

To file a complaint alleging discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaoamt\\_filing\\_cust.html](http://www.ascr.usda.gov/complaoamt_filing_cust.html), or at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by mail:

U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410

fax:  
(202) 690-7442; or

email:  
[program.intake@usda.gov](mailto:program.intake@usda.gov).  
This institution is an equal opportunity provider.

# CONNECTICUT FARMERS' MARKET NUTRITION PROGRAM LETTER OF AGREEMENT (LOA):

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☐ Initial Certification

☐ Renewal

Location of Certification Meeting: \_\_\_\_\_

Date of Certification Meeting: \_\_\_\_\_

Type of Business:

Sole Proprietorship

Partnership

Incorporated

LLC

Other \_\_\_\_\_

Farm/Business Name: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Town/City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Name to Appear on FMNP Endorsement Stamp:

\_\_\_\_\_

☐ I have signed and completed a crop plan that is being submitted with this application

☐ I have read and understand this letter of agreement and its terms

☐ I have received, read and understand the FMNP Farmers' Certification Handbook

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

By signing this agreement the applicant affirms he/she has legal authority on behalf of the farm/business entity listed above to bind the business to this agreement and that the information contained in this application is true and accurate. In addition, by signing this agreement the applicant affirms that he/she has no controlling or membership interest in any farm/business entity that is currently under suspension from participating in the Connecticut FMNP.

**This Letter of Agreement and its terms and conditions *EXPIRE* on *DECEMBER 1, 2018***

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## OFFICIAL USE ONLY:

Connecticut FMNP Approved: ☐ Yes ☐ No

FMNP Vendor # \_\_\_\_\_

\_\_\_\_\_  
DoAg Signature

\_\_\_\_\_  
Date

*Copy to Farmer/Applicant*

Revised 11/2016

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