



KS Senior Farmers' Market Nutrition Program

Authorized Farmers Manual

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KS-SFMNP Program Overview

The Senior Farmers' Market Nutrition Program (SFMNP) Final Rule (71 FR 74618), published in the Federal Register on December 12, 2006, established the SFMNP as a formula grant program, and the Food, Conservation and Energy Act of 2008 (P.L. 110-246) provided for funding of the program. The SFMNP is designed to: 1) provide fresh fruit and vegetables and nutrition education to older adult participants; 2) promote and expand the use of farmers' markets as a direct marketing outlet for Kansas Farmers; and 3) promote the use of fresh fruit, vegetables, cut herbs and locally produced honey.

The procedures contained in this Manual apply to all Farmers authorized as Vendors with the Kansas Department of Health and Environment (KDHE) to participate in the SFMNP in Kansas. These procedures should be reviewed carefully before a Farmer signs an agreement to be authorized as a vendor in the KSSFMNP program. The authorized farmer must comply with principles and procedures outlined in this Manual and with the federal regulations at 7 CFR Part 249 to maintain annual authorization. Neither the Farmer nor KDHE has an obligation to renew an annual authorization nor may either party terminate the authorization for cause after providing advance written notification to the other party. If there are any changes to the KSSFMNP throughout the annual growing season, a letter and a KSSFMNP Manual will be sent to authorize Farmers noting those changes.

Authorized Farmers are guaranteed payment, so long as they comply with KSSFMNP procedures and regulations. KSSFMNP authorized Farmers are held accountable for understanding all procedures and regulations of the program, and are responsible for training all other persons who will be acting on their behalf at the farm stand(s). Failure to comply with these regulations and procedures will result in non-payment, suspension, and/or disqualification from the program.

Definitions and Examples

- A. "Farmer" means an individual authorized to sell eligible foods at participating farmers' market and/or roadside stands, and through a community supported agriculture (CSA) program [7 CFR § 249.2]. Examples of a Farmer are:
1. A person who is authorized under the SFMNP in Kansas and has a signed Farmers Agreement.
 2. A resident of Kansas who grows and harvests on the land within the State of Kansas, fruit, vegetables, cut herbs and locally produced honey that are Eligible Foods under the KSSFMNP.
 3. A bona fide producer of fresh fruit, vegetables, cut herbs and locally produced honey offered for sale or exchange for KSSFMNP checks.
- B. "Eligible" Foods: Eligible foods are defined as fresh, nutritious, unprepared, locally grown fruits, vegetables, locally produced honey and herbs for human consumption that are produced in Kansas under normal growing conditions by an authorized Farmer as defined above.

C. "Ineligible" Foods: Ineligible foods are defined as foods that shall not be exchanged for KSSFMNP checks under any circumstances. Examples of some Ineligible foods include but are not limited to the following:

1. Preserved products such as jam, jelly, apple butter, apple cider, juice, pickles and relishes
2. Nuts such as peanuts, walnuts, pecans, and products made from nuts
3. Animal products such as meats, poultry, eggs, cheese, milk, ice cream, and dairy products
4. Baked goods such as bread, cakes, pies, and cookies
5. Plants such as flowers, bedding plants, and potted herbs
6. Products grown in Kansas or any other state and purchased from a wholesalers or grocery store.
7. Produce gradable in Kansas, but grown outside Kansas

NOTE:

Questions and disputes over "Eligible" and Ineligible" foods under SFMNP shall be resolved by the KDHE KSSFMNP Coordinator, whose decision will be final.

Self-Grown Requirement

Farmers shall accept KSSFMNP checks only for Eligible foods that they grow. A Farmer shall be the bona fide producer of fresh fruit, vegetables, cut herbs and locally produced honey offered for sale or exchange for KSSFMNP checks.

Farmers are not permitted under any circumstances to accept KSSFMNP checks for any foods purchased from wholesalers, farmers' market, produce auction, or grocery store.

Exception to the Self-Grown Requirement

An exception may be considered by KDHE if the Farmer experiences a crop failure beyond the Farmer's control. The Farmer shall send a written request an exception in writing to KDHE. The Farmer shall provide written documentation of the circumstances leading to the crop failure and the type and quantity of produce that the Farmer lost.

If the request for an exception is approved by KDHE, a signed addendum to the Farmer Agreement will specify the produce for which the Farmer may accept KSSFMNP checks. A Farmer with a signed and approved exception may only purchase and accept KS-SFMNP checks for produce equal to the type and quantity of the crops the Farmer lost. KDHE will consult the Kansas Department of Agriculture and Kansas State University Research and Extension on current growing conditions.

When a Farmer has been granted a signed and approved exception in the Farmer Agreement, the following shall apply:

- A. The Farmer shall provide the name, address, and phone number of each Kansas farmer from whom they anticipate making produce purchases. Receipts signed by the Kansas farmer(s) from whom purchases are made may also be requested by KDHE.
- B. If a Farmer is a vendor at a “grower-only” market, where vendors are required to sell only self-grown products, the Farmer must abide by that market’s rules.
- C. Eligible foods cannot be obtained from a non-farm source and then redeemed for KS-SFMNP checks. Non-farm source means any place other than the Kansas farm where the fruit and vegetables are grown. Under no circumstances may a Farmer purchase products from a wholesaler, farmers’ market, produce auction, or grocery store, and accept KSSFMNP checks for them.

Application for the Authorization of Farmers [7 CFR § 249.10(a)(2)]

The application process takes place annually. A Farmer desiring to participate in the KSSFMNP in Kansas must complete and submit a Farmer Agreement Form to KDHE via e-mail, fax or US Postal Service. The Farmer Agreement Form is found in Appendix 1 of this Manual.

To be an authorized Farmer and participate in the KSSFMNP, the applicant must meet the selection criteria, and have a fully executed Farmer Agreement with KDHE. However, submission of a complete Agreement is not a guarantee that the Farmer will be authorized.

KDHE shall establish and periodically review the criteria for the selection of Farmers who will be authorized to transact and redeem KSSFMNP checks. KDHE must ensure that an appropriate number of Farmers will be authorized. The Farmer must comply with the Farmer selection criteria throughout the agreement period. KDHE may reassess the Farmer at any time during the agreement period using the selection criteria in effect at the time of reassessment. KDHE will terminate the agreement if the Farmer fails to comply with the current Farmer selection criteria.

Selection Criteria

Farmer selection will be based upon consideration of the following Selection Criteria:

- A. It is required that all first year Farmers to the KSSFMNP participate in an in person training either with your local Kansas State Research and Extension office, during your local Farmers’ Market planning meeting, at the 2014 Kansas Farmers Market Conference, or by making an appointment with the KDHE KSSFMNP State Coordinator. A list of local Kansas State Research and Extension offices can be found in Appendix 2 of this Manual. The Farmers will receive a link to on-line self study training or receive written training material for self-study in follow-up years.

- B. In the selection process, Farmers who grow and sell 100% of their own Eligible foods are given preference.
- C. Farmers selling Eligible foods that are 100% grown by others shall not be authorized to accept KSSFMNP checks.
- D. Farmers are not allowed to accept and/or redeem checks for another Farmer.
- E. The Farmer will agree to sell only the Eligible foods described in the Definitions section in exchange for the KSSFMNP checks.
- F. The Farmer will assure that no conflict of interest exists between the Farmer and KDHE and the Local Agency that is distributing checks to senior participants.
- G. The Farmer agrees to comply with civil rights and non-discrimination requirements of: Title VI of the Civil Rights Act of 1964, FNS Instructions to ensure that no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participating as a Farmer or customer.
- H. KDHE will not authorize any Farmer applicant if during the last six (6) years the Farmer applicant has been convicted of, or had a civil judgment entered against the Farmer, for any activity indicating a lack of business integrity. KDHE's determination of lack of business integrity includes but is not limited to: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, or obstruction of justice.
- I. Farmers shall have and maintain a positive compliance history with any and all USDA Food and Nutrition Services (FNS) programs in which they are participating or have participated.

Authorization Agreement for Farmers

- A. KDHE has a one (1) year (season) agreement directly with the Farmer. This agreement may be terminated by either party with thirty (30) calendar days advance written notice. [See Appendix 1].
- B. KDHE shall ensure that a face-to-face training is conducted prior to start up of the first year of KSSFMNP participation of a Farmer. The Farmer shall be responsible for self-study materials provided in subsequent years.
- C. **The Farmer shall not accept KSSFMNP checks until the Farmer receives the current season's Farmer Agreement signed by KDHE.**
- D. The authorized Farmer will receive a Farmer ID stamp and sign from KDHE. The sign must be displayed at all authorized points of sale every time the Farmer is selling Eligible foods in exchange for SFMNP checks. The ID stamp must be imprinted on all redeemed KSSFMNP checks before they are submitted to the bank.

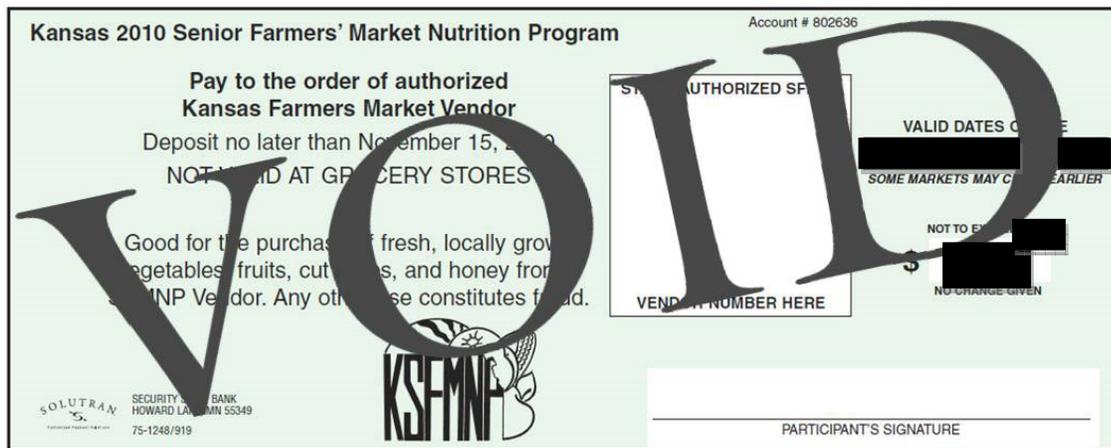
KSSFMNP Sign

Sample



- A. An authorized Farmer shall post the KSSFMNP sign that is provided by KDHE for the current year in a visible location at all times while participating in the KSSFMNP. In order to ensure good visibility, the sign shall be posted at a height of three to five feet from ground level, facing the customer traffic.
- B. Farmers are required by federal regulation [7 CFR § 249.10(a)(8)] to display the sign which lets the seniors know without having to ask if the Farmer is authorized to accept their KSSFMNP checks.
- C. If the sign is lost or severely damaged, the Farmer is responsible for notifying KDHE so that a replacement sign may be issued.
- D. **Farmers are in violation and subject to suspension for the remainder of the season/year if they are accepting KSSFMNP checks without the specific current year's KSSFMNP sign posted.**

Checks



- A. The KSSFMNP issues a legally negotiable check. Each check must be **endorsed** on the back with the Farmer's signature or the Farmer's endorsement stamp (not the ID stamp which is stamped on the front). The Farmer then deposits the KSSFMNP checks into their local retail bank. KSSFMNP checks are color-coded each year. KSSFMNP checks are negotiable instruments and shall be treated as cash, and guarded from possible loss or theft prior to redemption.
- B. Participants in the KSSFMNP receive six (6) - \$5.00 checks totaling \$30.00. When a senior participant presents checks to an authorized Farmer for the purchase of Eligible foods, the Farmer shall make sure that the check is signed on the front by the senior participant (customer).
- C. Only KDHE authorized Farmers may redeem checks.
- D. Farmers are strongly urged to deposit checks weekly or at least monthly during the market season so that KSSFMNP funding can be tracked and any banking problems can be managed as they occur.

Important Check Deposit Notice>>>>

Farmers must deposit all SFMNP checks by November 7, 2014. Any checks deposited after November 7 will be returned unpaid and bank charges will apply at the expense of the Farmer.

Identification (ID) Stamps for Stamping Checks

- A. Each Farmer is assigned and issued a unique 4 digit identification (ID) number and self-inking ID stamp. This ID stamp number takes the place of the "pay to the order

of” name. KSSFMNP stamps will be provided by KDHE at no cost to Farmers. A Farmer shall not use a stamp not issued by the KSSFMNP.

- B. Each KSSFMNP check accepted shall have the Farmer’s ID number clearly stamped on the front in the indicated space before being deposited at the bank. Handwritten numbers may be accepted but only after notifying KDHE in writing about a lost or damaged stamp. **Without a clear imprint stamped on the checks, the checks will be returned and bank charges may apply at the expense of the Farmer.**
- C. If the stamp is broken or lost, it is the Farmer’s responsibility to contact KDHE for a replacement ID stamp. Please note: a new ID number is assigned when a new stamp is issued and the old number is deactivated.

NOTE:

*As a result of the Federal **Check Clearing for the 21st Century Act** or “**Check 21 Act**” Pub.L. 108-100, all KSSFMNP checks are processed using electronic images. This means when KSSFMNP checks are deposited, an electronic image of the check is sent to KDHE’s banking service for processing. Sometimes checks are rejected due to a stamped number that is not readable, but the stamp imprint seemed clear on the original check. This may be due to the fact that image quality was poor. Farmers should work with their banks to ensure that the images created are as clear as possible.*

Transaction Policies and Procedures

- A. Under no circumstances shall KS-SFMNP checks be exchanged for cash. No change shall be given, and no credit shall be offered for future transactions.
- B. If the “Amount of Sale” is less than the value of the check, Farmers shall assist the customer to select more Eligible items to fully use the value of the check.
- C. If the “Amount of Sale” exceeds the maximum value of the check, Farmers shall assist the customer in selecting items to remove from the transaction. If desired, the senior participant may use cash for the “Amount of Sale” that exceeds the value of the check.
- D. During the transaction, when senior participants present their items for payment, the Farmer or their employee shall clearly identify and group the items separately. Eligible foods that will be purchased with KSSFMNP checks from Ineligible foods that are not permitted to be paid for with KSSFMNP checks. Signage distinguishing Eligible from Ineligible Foods is recommended, but not required, if Farmers clearly identify Eligible items.
- E. The Farmer or their employee shall be physically present and operating their own booth/stall/stand. A Farmer may NOT accept KSSFMNP checks and/or operate a booth/stall/stand for a Farmer not physically present. “Honor system” or “self-serve” operations where senior participants transact their own checks are not allowed.

Authorized Farmers Locations

KDHE is responsible for monitoring locations where KSSFMNP checks are accepted. The locations where Farmers are or are not allowed to accept the checks will be limited as described under the following location types:

A. Farmers' Markets

1. For KSSFMNP, "Farmers' Market" means a **group or association** of local farmers who assemble at a KSSFMNP approved location for the purpose of selling their produce directly to consumers.
2. It is preferred that Farmers accept the checks at a Farmers' Market since one of the aims of the program is to promote Farmers' Markets.
3. Not all Farmers' Markets participate in the KSSFMNP. If a Farmer is selling at a Farmers' Market that is not in the program, they are not allowed to post their sign or accept KSSFMNP checks at that Farmers' Market.

B. Roadside Stands and Farm Stands – the terms "Roadside Stand" and "Farm Stand" are used interchangeably and mean the same thing in the KSSFMNP.

1. For KSSFMNP, "Roadside" or "Farm Stand" means a KSSFMNP approved location at which an **individual farmer** sells their Eligible foods directly to consumers. This is in contrast to a group or association of farmers selling their Eligible foods at a farmers' market or through a CSA.
2. If a Farmer decides to do a Roadside Stand, the defining feature of a Roadside or Farm Stand is that it is operated by an individual Farmer. The definition of a Roadside or Farm Stand does not consider the form or function of the structure of the Roadside or Farm Stand, nor does it have to be located at roadside. Some Roadside or Farm Stands are actual stores, but they may be as simple as a shed or table on the farm. Whatever the structure, the Roadside or Farm Stand should be sturdy and safe for senior participants to patronize.
3. The Roadside or Farm Stand must be separate from the Farmer's residence. The Farmer is not allowed to require the participant to come into their home to purchase Eligible foods and redeem the checks.
4. There must be someone who is trained to handle KSSFMNP transactions available at all times during which the Roadside or Farm Stand is open to accept the checks from senior participants. Farmers are not allowed to require senior participants to leave KSSFMNP checks unattended. "Honor system" or "self service" operations are not permitted.

5. During the application process, additional information on the Roadside or Farm Stand location and physical facility is requested from Farmers wishing to accept the checks at their Roadside or Farm Stand locations.
6. Roadside and Farm Stand operations are considered priority locations for monitoring.

C. Fairs, Festivals, and Flea Markets

Farmers are not allowed to accept KS-SFMNP checks during Fairs, Festivals, and Flea Markets.

Monitoring of Authorized Farmers [7CFR § 249.10(e)]

- A. Monitoring refers to the regular review of authorized Farmers to determine compliance with KSSFMNP policies and procedures and federal regulations, and to identify specific areas that are deficient during the review.
- B. Farmers are prioritized for monitoring. Farmers considered high priority are the following:
 1. Farmers accepting a high volume of checks
 2. New Farmers in their first or second year of the program
 3. Individual Farmer operations (regardless of form or function, these are also called Roadside Stands or Farmstands or Farm Stores), or
 4. Farmers about whom there have been complaints
- C. The monitor will make an on-site visit at the selling location to check as many as possible of the following:
 1. The KSSFMNP sign is prominently displayed.
 2. The Farmer is accepting the KSSFMNP checks only for self-grown, Eligible foods.
 3. Ineligible foods are separated and clearly indicated when the foods are paid for.
 4. Eligible foods are the same quality and cost as that sold to other customers.
 5. KSSFMNP customers are treated with the same respect and courtesy as other customers.
 6. Proper redemption procedures are being followed.
 7. Sales tax is not being charged.
 8. The Farmer encourages participants to come as close as possible to the maximum value of the check and does not give change or credit for future purchases.
 9. The Farmer does not cash checks for seniors, nor accept checks for or from other Farmers.
 10. Non-discrimination guidelines are being followed.

- D. A monitor or “secret shopper” may perform a covert purchase with SFMNP checks to determine where there are potential weaknesses. Covert means the monitor or “secret shopper” may shop at the Farmer’s point of sale pretending to be a senior participant and may attempt to purchase Ineligible foods with SFMNP checks.
- E. Production monitoring by KDHE staff or other agency partners may also be conducted at the farm or point of production to verify that Eligible foods listed on the Farmer’s application are in fact being planted and harvested on the farm and that the Farmer is growing at least \$1000 worth of Eligible foods under KSSFMNP.
- F. Any non-compliance with KSSFMNP regulations will be documented on the monitoring form. Non-compliance issues and violations of KSSFMNP regulations and the terms and conditions of the Farmer Application and Agreement will result in sanctions.

Violations and Sanctions

Major Violations

- A. Accepting KSSFMNP checks for non-locally grown products.
- B. Exchanging ineligible products for checks.
- C. Accepting KSSFMNP checks in exchange for cash.
- D. Cashing KSSFMNP checks for a non-certified farmer.
- E. Giving change.

Sanction for Major Violations

1st Violation – Immediate suspension from the program followed by disqualification for the remainder of the current year if the violation is not successfully challenged by the farmer.

2nd or more Violations – Permanent disqualification.

Minor Violations

- A. Noncompliance with KSSFMNP procedures.
- B. Refusal to accept valid KSSFMNP checks for eligible products.
- C. Failure to comply with inspections.
- D. Participating in abusive or discriminatory practices.
- E. Charging for items not received.

F. Accepting checks after Oct. 24, 2014.

Sanction

- A. 1st and 2nd Violation –Warning letters
- B. 3rd or more Violation (regardless of when 1st or 2nd violations occurred) – Suspension from the program followed by disqualification for the remainder of the current year if the violation is not successfully appealed by the Farmer.

Suspension

- A. If a Farmer is suspended:
 - 1. The suspension period is effective from date of certified mail notification.
 - 2. During this time, Farmer's KSSFMNP number is temporarily disabled.
 - 3. Farmer must refrain from participating in KSSFMNP.
 - 4. It will be In effect for 30 days during which time Farmer may appeal suspension notice.
 - 5. If no appeal is made, the Farmer is automatically disqualified.
 - 6. If the incident leading to the suspension is successfully appealed by the Farmer, the suspension is immediately lifted.

Disqualification

- A. Disqualification follows the suspension period.
- B. If a Farmer is disqualified:
 - 1. The Farmer cannot continue participating in the program.
 - 2. The Farmer shall return the Farmer ID stall sign to KDHE within 30 days of receipt of disqualification notice. Failure to comply with this requirement may result in compromising the Farmer's future participation in the program.
 - 3. The KSSFMNP number is permanently disabled.
 - 4. If a Farmer wishes to continue to participate in the program, the Farmer must attend a training session the next year.
 - 5. The Farmer can apply as an authorized Farmer.
 - 6. If authorized, the Farmer is on probationary status for one full KSSFMNP season.
 - 7. As a result, the Farmer will receive either an overt or covert on-site monitoring investigation during the year.

Appeals

- A. In filing an appeal of a suspension or disqualification, the following apply:
1. The Farmer shall send a written request for an administrative appeal to ~~KDHE~~ the Office of Administrative Hearings, 1020 South Kansas Avenue, Topeka, Kansas 66612-1327.
 2. The written request must be sent via U.S. mail or fax to the Office of Administrative Hearings within 30 days of date of receipt of certified mail notification of the Suspension or Disqualification.
- B. The Office of Administrative Hearings will set a date and location for the hearing 15 days after the appeal is received.
1. The Farmer will receive written notice of the time and place at least 30 days prior to the date of the hearing.
 2. The Farmer has one opportunity to timely reschedule the hearing date.
 3. The Farmer can examine, prior to and during the decision, the document and records that support the decision under appeal.
- C. At a minimum, the Farmer or their representative will have the opportunity to:
1. Present their case.
 2. Question or disprove any testimony or evidence, including an opportunity to confront and cross-examine adverse witnesses.
 3. Be represented by counsel.
 4. Bring witnesses.
 5. Review the case record prior to the hearing.
 6. Present evidence to establish all pertinent facts and circumstances in the case.
- D. Present arguments without undue interference.
- E. KDHE may determine other relevant criteria to be considered in deciding whether or not to postpone an adverse action.
1. An adverse action, at KDHE's option, may be postponed until a decision in the appeal is rendered.
 2. A postponement is appropriate where KDHE finds that participants could be unduly inconvenienced by the adverse action.
- F. KDHE will provide the Farmer with written notification of the adverse action, the cause(s) for the action, the effective date of the action and an opportunity for a fair hearing.
- G. Notification will be provided 15 days before the effective date of the action.

- H. The Presiding Officer will be an impartial decision maker.
- I. The decision of the Presiding Officer is given to the Farmer 15 days after the date of the hearing or within 60 days from the date of receipt of the request for a hearing by KDHE.
- J. All records of the hearing and decision are available for public inspection for 3 years.
- K. If dissatisfied with the hearing decision, the Farmer may appeal for further state level review of the decision. The Presiding Officer shall explain any available state level appeal procedures. If an appeal is not available or has been exhausted, the Presiding Officer shall explain the right to pursue judicial review of the decision. Kansas statutes allow individuals to file suit against the State of Kansas in District Courts. This appeal shall be made within 15 days of the contested decision of the previous hearing.
- L. The same procedures outlined above shall be followed.
- M. If a Farmer appeals an adverse action (and is permitted to continue in the SFMNP while the appeal is pending) the Farmer will continue to be responsible for compliance with the terms of the written Agreement.

Due Process

- A. The State of Kansas will follow the Kansas Administrative Procedure Act (K.S.A. 77-501 *et seq.*) to allow for due process to KSSFMNP local agencies, KSSFMNP authorized Farmers, and KSSFMNP participants.
- B. Expiration of the Agreement with the Farmer and claims under the KSSFMNP rules and regulations are not appealable.

Nondiscrimination

- A. A Farmer shall not refuse to accept properly presented checks in exchange for Eligible foods.
- B. A Farmer shall maintain nondiscriminatory sales transaction procedures.
- C. Eligible foods will be of equal quality and cost.
- D. A Farmer must offer the same courtesies and equal treatment as the Farmer would offer to other customers.
- E. Farmers are prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.
- F. Anyone may file, with the USDA, a complaint of discrimination: orally, written, or anonymously.

Civil Rights Compliance

- A. KDHE warrants and assures it complies with:
 - 1. Title VI of the Civil Rights Act of 1964
 - 2. Title IX of the Education Amendments of 1972
 - 3. Section 504 of Rehabilitation Act of 1973
 - 4. Age Discrimination Act of 1975
 - 5. Americans with Disabilities Act of 1990
 - 6. No person shall be excluded from participation in, denied benefits of, or otherwise be subjected to, discrimination under any program or activity for which the agency receives federal financial assistance
 - 7. All local, State, and Federal Statutes and regulations regarding Civil Rights laws and equal opportunity employment

Other Farmer Requirements of the KSSFMNP

- A. Provide information as KDHE may require for periodic reports to USDA.
- B. Accept training on KSSFMNP procedures and provide training to Farmer employees.
- C. Agree to be monitored for compliance with the KSSFMNP requirements, including both overt and covert monitoring.
- D. Farmers will be held accountable for their and their employee's actions in the provision of Eligible foods.
- E. Comply with the nondiscrimination provisions of USDA regulations.
- F. Notify KDHE if an operation ceases prior to the end of the authorization period.
- G. Pay KDHE for any checks transacted in violation of the Agreement.
- H. A Farmer who commits fraud or engages in other illegal activity is liable to prosecution under applicable Federal, State, or local laws.

KS-SFMNP Questions, Concerns, and Complaints

- A. KDHE provides a statewide toll free number for senior participants, Farmers, local agency staff, and others to call if they have KSSFMNP questions or concerns. In addition, the KSSFMNP Coordinator's direct phone line and other contact information are provided at the end of Appendix 2 of this Manual.
- B. Complaints regarding any aspects of the Kansas Senior Farmers' Market Nutrition Program will be accepted in writing from senior participants, Farmers, local agency staff, and others on the Complaint Form found in Appendix 3 of this Manual.

Appendix 1: KSSFMNP Farmers Agreement Form

2014 Farmers Agreement



County of Residence: _____
Contact Person: _____

Stamp ID#: _____
Date: _____

BY SIGNING THIS AGREEMENT, THE FARMER AGREES AND UNDERSTANDS TO:

1. Comply with the Federal Regulations and Procedures of the Kansas Senior Farmers' Market Nutrition Program (KSSFMNP) and in the Training Manual amendments to regulations that may be declared at markets and/or mailed to me.
2. Acknowledge receiving interactive training to participate for my first year in the KSSFMNP.
3. Redeem only eligible foods for KSSFMNP checks.
4. Display the KSSFMNP sign when am selling at a Market.
5. Provide eligible foods to participants at or less than the price charged to other customers, and offer participants the same courtesies as other customers.
6. Comply with all civil rights compliance and guidelines.
7. Accept KSSFMNP checks within the dates of their validity and submit such checks for payment within the allowable time period established by KDHE.
8. Safely store all checks collected in a lock box before submitting for reimbursement.
9. Stamp all checks with the KDHE ID stamp provided to me and endorse appropriately while presenting for deposit.
10. Be monitored for compliance by KDHE with KSSFMNP requirements that may include overt and covert monitoring.
11. Not issue cash change for purchases that are in an amount less than the value of the KSSFMNP check; nor collect tax on KSSFMNP checks purchases.
12. Provide information as KDHE may require for Food and Nutrition Service reports.
13. Be accountable for actions of Farmers and employees.
14. Pay KDHE for any checks transacted in violation of this Agreement.
15. Notify KDHE if the Farmer ceases operation prior to the end of the authorized period.
16. Shall not seek restitution from participants for coupons not paid by the State agency.

Sanctions

Major

1st Violation-Immediate suspension from program followed by disqualifications for the remainder of the current year if the violation is not successfully challenged by the farmers.

2nd or more Violations – Permanent disqualification.

Minor

1st and 2nd Violation –Warning letters

3rd or more Violation (regardless of when 1st or 2nd violations occurred) – Suspension from the program followed by disqualification for the remainder of the current year if the violation is not successfully appealed by the Farmer.

Please check one box:

In compliance with USDA's regulations, I acknowledge that as a first year Authorized Farmers I have received interactive training by submitting this completed form. I understand and agree that it is my responsibility to submit these forms.

In compliance with the USDA’s regulations, I acknowledge that as a returning Authorized Farmer, I have completed the self lead training course and understood all rules and regulation of the SFMNP. I understand and agree that it is my responsibility to submit these forms.

Address: _____

City: _____

Telephone: _____

State: _____

Email: _____

Zip: _____

Number of sign needed: _____

Signature: _____

Please Print Name: _____

KDHE Signature: _____

Please Fax this form to Anthony Randles at 785-296-8059

“The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable,

political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.”

Appendix 2: List of KSU Research and Extension Office Locations

1. Allen:

Kathy McEwan
1 North Washington
Iola, KS 66749
Phone: 620-365-2242

2. Anderson:

Shannon Blocker
411 S Oak
Garnett, KS 66032-0423
Phone: 785-448-6826

3. Atchison:

Diane Nielson
405 Main
Effingham, KS 66023-0109
Phone: 913-833-5450

4. Bourbon:

Delta George
210 S National Ave
Fort Scott, KS 66701
Phone: 620-223-3720

5. Buchanan, MO:

Diane Nielson
405 Main
Effingham, KS 66023-0109
Phone: 913-833-5450

6. Butler:

Larry Crouse
206 N Griffith, Suite A
El Dorado, KS 67042-2039
Phone: 316-321-9660

7. Chase:

Mike Holder
Courthouse Square
Cottonwood Falls, KS 66845
Phone: 620-273-6491

8. Clay:

John Forshee
322 Grant Street
Clay Center, KS 67432
Phone: 785-632-5335

9. Cloud:

John Forshee
811 Washington Ste E
Concordia, KS 66901
Phone: 785-243-8185

10. Cowley:

Becky Reid
Courthouse
311 E. 9th
Winfield, KS 67156
Phone: 620-221-5450

11. Dickenson:

Chelsea Myer
712 S. Buckeye Avenue
Abilene, KS 67410
Phone: 785-263-2001

12. Doniphan:

Kathy Tharman
105 South Liberty
Troy KS, 66087
Phone: 785-985-3623

13. Douglas:

Jennifer Smith
2110 Harper
Douglas County Fair Grounds
Lawrence, Kansas 66046-3242
Phone: 785-843-7058

14. Finney:

Barbra Addison
501 S 9th St
Garden City, KS 67846
Phone: 620-272-3670

15. Franklin:

Darren Hibdon
1418 S Main Suite 2
Ottawa, KS 66067
Phone: 785-229-3520

16. Grant:

Joe Leidbrant
1030 N Colorado
Ulysses, KS 67880
Phone: 620-356-1721

17. Greenwood:

Anna Curry
311 N Main - Courthouse
Eureka, KS 67045-1321
Phone: 620-583-7455

18. Harvey:

Scott Eckert
Courthouse
PO Box 583
Newton, KS 67114-0583
Phone: 316-284-6930

19. Jackson:

Jodi Holdhouse
400 New York
Courthouse Rm 105
Holton, KS 66436
Phone: 785-364-4125

20. Jefferson:

David Hallauer
Courthouse
Oskaloosa, KS 66066
Phone: 785-863-2212

21. Johnson:

Dennis Patton
11811 S. Sunset Drive, Suite 1500
Olathe, KS 66061
Phone: 913-715-7000

22. Kingman:

Carol Heimerman
125 North Spruce
Kingman, KS 67068-1659
Phone: 620-532-5131

23. Leavenworth:

Steve McNorton
613 Holiday Plaza
Lansing, KS 66043
Phone: 913-364-5700

24. Linn:

Joy Purkeypile
115 S. Sixth Street
Mound City, KS 66056
Phone: 913-795-2829

25. Lyon:

Brian Rees
2632 W. Highway 50
Emporia, KS 66801-6353
Phone: 620-341-3220

26. Marion:

Ricky Roberts
Courthouse Annex
Marion, KS 66861
Phone: 620-382-2325

27. Marshall:

Mike Bogt
1201 Broadway
Marysville, KS 66508
Phone: 785-562-3531

28. McPherson:

Jonnie James
600 W Woodside
McPherson, KS 67460-0308
Phone: 620-241-1523

29. Miami:

Cody Sloan
104 S. Brayman
Paola, KS 66071-1505
Phone: 913-294-4306

30. Montgomery

410 Peter Pan Road, Ste. B
Independence, KS 67301
Phone: 620-331-2690

31. Morris:

Bryon Evers
Courthouse
501 W Main
Council Grove, KS 66846
Phone: 620-767-5136

32. Neosho:

Kristen Harding
100 S Main -- Courthouse
Erie, KS 66733
Phone: 620-224-3826

33. Osage: Rod Schaub

128 West 15th Street
Lyndon, KS 66451
Phone: 785-828-4438

34. Reno:

Pam Paulsen
2 West 10th Ave South
Hutchinson, KS 67505
Phone: 620-662-2371

35. Republic:

John Forshee
1815 M Street
Courthouse
Bellevue, KS 66935
Phone: 785-527-5084

36. Riley:

Ginny Barnard
110 Courthouse Plaza RM B220
Manhattan KS 66502
Phone: 785-537-6350

37. Saline:

Jason Graves
300 W Ash, Rm 11
Salina, KS 67402
Phone: 785-309-5850

38. Sedgwick:

Rebecca McMann
7001 W.21st St.
North Wichita, Kansas 67205-1759
Phone: 316-660-0100

39. Shawnee:

Jamie Hancock
1740 SW Western Avenue
Topeka, Kansas 66604-3095
Phone: 785-232-0062

40. Stafford:

Glen Newdigger
209 N Broadway
St John, KS 67576
Phone: 620-549-3502

41. Sumner:

Randy Hein
320 N Jefferson
Wellington, KS 67152
Phone: 620-326-7477

42. Washington:

John Forshee
Courthouse 214 C Street
Washington, KS 66968
Phone: 785-325-2121

43. Wyandotte:

Bruce Chladny
1216 North 79th Street
Kansas City, KS 66112
Phone: 913-299-9300

KDHE Contact Information

Anthony Randles, MPH, Ph.D.
Kansas Department of Health & Environment
arandles@kdheks.gov
785-296-8060
1000 SW Jackson, Suite 230
Topeka, KS 66612
www.kdheks.gov/sfmnp

Appendix 3: Kansas Senior Farmers' Market Nutrition Program Complaint Form

Send To:
Anthony Randles, MPH, Ph.D.
Kansas Department of Health & Environment
arandles@kdheks.gov
785-296-8060
1000 SW Jackson, Suite 230
Topeka, KS 66612

Only forms with complete information will be addressed. Thank you.

PERSON FILING COMPLAINT:

Name: _____
Address: _____
City/State/ Zip: _____
Phone Number: (____) _____

I am (please check box and describe if indicated)
Farmer Senior participant AAA Staff at _____
Market Manager at: _____
Other: _____

DESCRIPTION OF COMPLAINT:

Date, time, and location of Incident: _____
Name or description of person(s) involved: _____

Describe the incident in detail (use back and additional sheets if needed): _____

KDHE Use Only - Actions Taken: _____ _____ _____ _____

Senior Farmers' Market Nutrition Program

1000 SW Jackson St, Ste 230

Topoka, KS 66612-1274

264-78