

RULES AND PROCEDURES for Participating Farmers Markets, Farm Stands and Vendors

- Part I: Basic Policies and Procedures (pages 1-4)*
Part II: Complaint Process (pages 4-7)
Part III: Rule Violations and Sanctions (pages 7-13)
 A. *Participating Vendors (pages 7-9)*
 B. *Participating Markets (pages 9-10)*
 C. *Participating Farm Stands (pages 10-13)*

The Vermont Farm to Family Program is administered by Economic Services Division (ESD) of the Department for Children and Families. These Rules and Procedures (hereafter called *Rules*) apply to all farmers' markets, farm stands and produce growers ("vendors") taking part in the program. They must be reviewed before a market, vendor, or farm stand signs the program's Participation Agreement. The term "market manager" in these *Rules* refers to the person designated by the market or farm stand to manage its Farm to Family duties and may be someone other than the actual market manager or farm stand owner.

PART I: BASIC POLICIES AND PROCEDURES

1. Federal policy restricts coupon acceptance to fresh, nutritious, unprepared foods for human consumption. In Vermont, "coupon-eligible foods" are fresh vegetables and fruits, including freshly cut cooking herbs and unpainted pumpkins, that are "locally grown" as defined below. Vendors and farm stands may NOT accept coupons for other products such as nuts, meat, cider, eggs, cheese, honey, syrup, plants, jam, baked goods, decorative pumpkins, gourds, potted or dried herbs or bedding plants. A vendor or farm stand found violating this policy would be disqualified from the program for a period of at least one year (*see Part III*).
2. For identifying coupon-eligible foods, the term "locally grown" in these *Rules* means grown on land in the State of Vermont or, where permitted by the rules of the farmers' market, on U.S. land within thirty miles of the Vermont border. Produce grown in Canada is not coupon eligible. Farmers markets and farm stands may have rules that are more restrictive.
3. The terms "authorized" and "participating" refer to farmers' markets, their produce vendors and farm stands who have signed a current-year Participation Agreement that is on file at ESD and are not currently suspended or disqualified from the program.
4. Coupons may be accepted only at locations and times listed on the current-year *Farmers Markets and Farm Stands Authorized to Accept Vermont Farm to Family Program coupons* document. Coupons MAY NOT be accepted at additional sites used by a farmer's market or farm stand after the mid May deadline for submitting schedule data to ESD. The list of participating farmers markets and farm stands can also be found at <http://dcf.vermont.gov/benefits/f2f>.
5. At farmers' markets, coupons may be accepted only by authorized vendors who grow fresh produce. Vendors selling only fruits or vegetables grown in the wild or by others do not qualify to accept coupons.
6. Only market vendors and farm stands displaying a Farm to Family sign may accept coupons. Coupon recipients are told to look for the sign to identify participating vendors and farm stands. Failure to display the sign at the market or farm stand may result in vendor or farm stand suspension from the program (*see Part III*). A vendor or farm stand whose sign is lost or destroyed during a season is expected to get another from the market manager or ESD.
7. If permitted an authorized vendor may accept coupons for locally grown, coupon-eligible foods that are grown in the wild or produced by someone else, if they are sold by the vendor in addition to, but not

instead of, produce that s/he grew.

8. Authorized vendors and farm stands may not redeem coupons accepted by, or on behalf of, unauthorized vendors.
9. When a vendor or farm stand sells both eligible and ineligible fresh produce, produce that is not locally grown must be segregated from the coupon-eligible foods and displayed with a sign stating that it may not be bought with Farm to Family coupons.
10. To be authorized to accept coupons at a market, all eligible produce growers must sign a Vendor Participation Agreement to abide by these *Rules*. The Agreement is good for only one summer/fall market season.
11. Each completed market agreement, farm stand agreement, or vendor participation agreement will show a unique number assigned to them by ESD. This number is only valid for one season unless eligible for a three-year agreement. Three-year agreements are currently only offered to markets in good standing with the program after their initial year of enrollment.
12. The farm stand or vendor number is only valid of one season and must be written on each individual coupon accepted for the coupon to qualify for cash redemption.
13. Participating farm stands can also be a vendor at participating markets. Farm stands that wish to enroll as a farmer's market vendor will enroll as a vendor for the season through vendor pre-enrollment or standard vendor enrollment. This enrollment is separate from the farm stand enrollment.
14. Vendor Pre-Enrollment: In April, ESD sends vendors enrolled in the prior-year program a mailing urging them to sign and return a Pre-Enrollment Vendor Participation Agreement, plus the *Rules*. In June, ESD gives participating markets a list of vendors who pre-enrolled for that year. ESD also sends each pre-enrolled vendor their fully signed Agreement assigning them a vendor number good at any participating farmers market that year, a list of the authorized market and farm stand sites, and a new Farm to Family sign if requested. The pre-enrollment option expires in May and is only available to vendors enrolled in the program the previous year.
15. Enrollment of Non-PreEnrolled Vendors: All other vendors, including prior-year vendors who missed the pre-enrollment deadline, are enrolled by the market manager by signing a Single Market Vendor Participation Agreement applicable only to that market. The manager will give this form to the vendor with a copy of the *Rules* and program sign if needed and send the signed Agreement to ESD on the vendor's behalf. A non-preenrolled vendor wanting to accept coupons at more than one market must repeat this process at each market and get/use a different vendor number for coupons accepted at each market.
16. Each authorized market must have a process to promptly hear and respond to an appeal by a vendor of coupon-eligible foods whose request to participate in the Farm to Family Program is denied by the market. This appeal process would not apply to a vendor who is not a member of the market or otherwise permitted to vend at the market, or who is ineligible according to these *Rules*.
17. Coupons have a face value of \$6.00 and should be treated like cash. Vendors and farm stands should quickly void each coupon accepted by writing their vendor numbers on them and store the coupons in a secure location to protect coupons from loss or theft prior to redemption.
18. A coupon theft should be reported to the police. If coupons are stolen from a coupon distributing agency or recipient, the program will not penalize a vendor, market or farm stand redeeming such coupons accepted in good faith that the customer had obtained the coupons legitimately.

19. No state or local taxes may be collected for coupon purchases.
20. Under no circumstances may shoppers be given cash or ineligible products as "change" for a coupon. (*See Part III regarding disqualification.*) There are no exceptions. A shopper wanting only a small amount of fresh produce may need and welcome the vendor or farm stands' advice on how to prepare or store larger quantities.
- 21. Vendors or farm stands must offer eligible foods to coupon shoppers at no more than the price charged to other customers. If the price of a sale is less than the value of a coupon, the vendor or farm stand must offer the coupon shopper additional fruits or vegetables to make up the difference.**
22. Vendors and farm stands may accept cash for sales to coupon shoppers. For example, a \$6.35 purchase may be made with one coupon and 35 cents.
23. No person shall, on the grounds of race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity, be denied participation in, or otherwise subjected to discrimination under this Program (*see Part II*).
24. Vendors and farm stands must offer coupon shoppers the same courtesies offered to other customers and may be suspended from the program if they violate this policy. Vendors and farm stands should assume that any customer with coupons obtained them legitimately. Relatives or friends may do the shopping for a coupon recipient.
- 25. Coupons may not be accepted after October 31.** Expired coupons must be refused and will not be redeemed for cash. The last day vendors may submit coupons to the market for redemption is five days after the market's closing day (sooner if required by the market), or November 5, whichever comes first.
- 26. Markets and farm stands must abide by the current Farm to Family *Financial Policies and Procedures*. Markets and farm stands need to submit their last batch of coupons for payment **fifteen (15) days after the market or farm stand closes for the season, or November 10**, whichever is first. **The State will not reimburse a market or farm stand for any coupons that are delivered or mailed to ESD later than November 10.****
27. Program redemption payments are made to a farmer's market, farm stand, or the market or farm stands' sponsoring organization, and not to any individual.
28. The market is responsible for, within a week of receiving a redemption payment, paying participating vendors face value for each valid coupon accepted at the market. Program payments from the State simply reimburse markets for coupon redemption payments the markets made to their vendors.
29. The program will not reimburse a market or farms stand for a coupon that expired in a previous year, even if the market or farm stand redeemed it, believing that the coupon was still valid.
30. Vendors must redeem coupons at the market where they accepted the coupons.
31. Vendors should give coupons to the market manager for redemption no later than one week from when they were accepted.
32. ESD requires markets and farm stands to submit coupons for reimbursement on a steady basis to enable ESD to track coupon redemption patterns and assess annual redemption. If a market lacks sufficient funds to pay a vendor immediately for coupons, the market may accept the coupons and, after counting the coupons and verifying that all are valid and bear valid vendor numbers, give the vendor a signed batch slip or other receipt identifying the vendor number, date, and total dollar value of the coupons. The market must pay any such "IOU" amount to the vendor within four weeks. For all coupon payments to vendors,

market records need to show the date of payment, vendor number, amount, and payment method, i.e., by canceled check to the vendor or by the vendor's signature on a cash receipt or other redemption record. ESD makes forms available to markets for this purpose.

33. Every coupon accepted must be marked with a valid vendor or farm stand number, even when batched with a slip identifying the vendor or farm stand. The market manager must verify that coupons are correctly counted and numbered before sending them to ESD. The program cannot pay for a coupon lacking a valid vendor or farm stand number.
34. Participating markets, farm stands, and vendors will be monitored by ESD, and possibly by representatives of the U.S. Department of Agriculture, for compliance with program guidelines. Monitoring may include undercover coupon purchases. ESD may arrange to inspect a food production site where a farm stand or vendor is suspected of accepting coupons for foods that are not locally grown.
35. At any point during the season, a vendor or farm stand receiving a Notice of Suspension from the program must immediately remove any Farm to Family sign from his/her market display and stop accepting coupons until further notice. (*See Part III*)
36. The State may establish a claim for a payment made to a market, farm stand or vendor for coupons redeemed in violation of these *Rules*.
37. Farmers markets are self-governing and may expel a vendor from the market, in which case the vendor would no longer qualify to redeem coupons through that market. Market managers are expected to monitor Farm to Family activities at the site to ensure that all eligible vendors are informed about the program, that interested eligible vendors are promptly enrolled, that participating vendors are displaying Farm to Family signs, and that the program is working smoothly and according to its rules. Only ESD may disqualify an authorized vendor from the program if the vendor is still active at the market and selling coupon-eligible foods (*see Part III*). However, market managers should refuse coupons submitted by vendors if the manager knows the coupons were accepted improperly, after the coupon expired, or for ineligible goods, and should notify ESD if they suspect a vendor may be violating program policies.

PART II: COMPLAINT PROCESS

Market vendors should report any problems related to the coupon program to the market manager. Most issues can be worked out locally, without involving public officials, or through procedural changes that result from communications among state, local agency, and farmers market personnel. If a problem cannot be resolved satisfactorily through these means, the following policy applies:

1. HOW TO FILE A COMPLAINT

A person with a complaint may call the ESD Farm to Family Coordinator at 802-241-0955. Anyone concerned about the cost of the phone call should mention that it is a long-distance call about the Farm to Family Program and ask for a return call. ESD will document the complaint and any actions taken. A person wanting to file a written complaint may use the Complaint Report form given to participating markets and local coupon distributing agencies, or may write to:

*Vermont Department for Children and Families
Economic Services Division
ATTN: 3SquaresVT Farm to Family
280 State Drive, HC1 South
Waterbury, VT 05671-1020*

A local agency or market may file a Complaint Report on behalf of an individual who does not want to file a complaint independently. Send the report as quickly as possible to the above address.

Farm to Family is supported by federal U. S. Department of Agriculture (USDA) funds, so ESD would refer a complaint alleging discrimination on the basis of race, color, national origin, or age to the USDA Office of Adjudication for investigation. The current USDA policy on nondiscrimination reads:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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 Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and 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.

This institution is an equal opportunity provider.

A person alleging discrimination on the basis of race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity needs to contact USDA directly (see above) instead of filing the complaint through the program coordinator at ESD.

2. ACTION ON COMPLAINTS

Action on a complaint to ESD will occur no later than five working days from the date the written or verbal complaint is received. The process generally depends on the type of complaint.

Where the problem involves organizational issues within a market or farm stand, the complaint should be directed to ESD only if it relates to Farm to Family operations. The VT Agency of Agriculture, Food and Markets may be able to advise farmers markets and vendors regarding other matters, such as market governance.

Where the problem involves access to coupons or behavior of coupon shoppers, the complaint process should be reserved for fixable or chronic problems. The program budget and federal policies limit the number of coupons available, what they may purchase and where they may be redeemed, and income or age eligibility for coupons. Although every coupon recipient is informed how and where the coupons may be spent, agencies cannot control human nature. No amount of instruction will prevent an occasional shopper from forgetting or misunderstanding the rules or asking to buy ineligible products with the coupons.

ESD encourages contact between farmers markets, farm stands, and coupon distributing agencies (Community Action or Health offices) to share information or plan promotional events. However, markets should direct a complaint about customer access to coupons or an apparent lack of information about how to use the coupons to the program coordinator at ESD, rather than to a local agency. The coordinator may be able to respond immediately or may contact the appropriate coupon distributing agency. The local agency may contact the

market or farm stand to discuss the matter and try to arrive at a common understanding or resolution of the problem.

ESD would forward any complaint related to discrimination on the basis of race, color, national origin, or age to the USDA Office of Adjudication (see above) for investigation. Where the complaint alleges discrimination on the basis of sex or disability, ESD will act on the complaint within five working days and respond to the plaintiff within thirty days after the complaint is received. If the complaint is against a farmer's market, farm stand or a market vendor and does not relate directly to the Farm to Family Program, ESD will refer the complaint to the VT Agency of Agriculture, Food and Markets for investigation. A complaint involving local Health Department personnel will be referred to the VT Department of Health. The use of this procedure does not preclude the plaintiff from directing a discrimination complaint to the Vermont Human Rights Commission.

3. *CONFIDENTIALITY*

The identity of any person filing a complaint will be kept confidential except to the extent necessary to conduct an investigation, hearing or judicial proceeding regarding the complaint.

4. *ANONYMOUS COMPLAINTS*

Except in the case of a discrimination complaint (*see above*), ESD will disregard any program complaint reported by someone who refuses to be identified even under conditions of confidentiality. This applies to both written and verbal complaints.

5. *ASSURANCE STATEMENT*

The State Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 610 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines; and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the State Agency agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, reimbursable expenditures, grant or donation of Federal property and interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the State Agency by the Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance extended in reliance on the representations and

agreements made in this assurance.

This assurance is binding on the State Agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the State Agency.

PART III: PROGRAM RULE VIOLATIONS AND SANCTIONS

A. VENDORS

1. *RULE VIOLATIONS*

Sanctions against vendors violating program policies will be based on the nature and frequency of violations that have been substantiated by observation, compliance buys or other means. Violations applicable to an authorized vendor will be identified as either Preliminary, Class I or Class II:

Preliminary violations will result in a verbal warning from the state to the violating vendor and applicable market manager and will be documented in the program files for that vendor and market. The third substantiated instance of a preliminary violation during a season will constitute a Class I violation. A preliminary violation is:

- a) Failure to display the Farm to Family sign at the vendor's stand at the farmer's market.

Due to the nature of the preliminary violation. Vendors and Markets will be reminded of the program rule and explained the important of displaying the Farm to Family sign to increase coupon redemption and provide better customer service.

Class I violations will result in a verbal warning from the State to the violating vendor and applicable market manager(s) and will be documented in the program files for that vendor and market. The vendor will be invited to explain or question the violation; that response and/or any corrective actions taken will be recorded. The second substantiated instance of a Class I violation during a season will constitute a Class II violation. Class I violations, not in any priority order, include:

- a) Knowingly providing false information about the program to coupon recipients or others.
- b) Failure to abide by the program complaint process (*see Part II*).
- c) Accepting coupons after the expiration date.
- d) Accepting coupons for fresh produce that was not grown on Vermont land or, if allowed by that farmers' market, on U.S. land within thirty miles of the Vermont border.
- e) Failure by a participating vendor to display fresh produce that is not coupon-eligible separately from the coupon-eligible foods with a sign stating that they may not be bought with the coupons.
- f) Failure to cooperate with a request from the State to inspect a production site within a reasonable period of time when the vendor is suspected of not growing any of the produce for which s/he is accepting coupons or accepting coupons for foods that are not locally grown, as defined in Part I, #2 of these *Rules*.
- g) Abusive treatment of coupon recipients, program monitors or staff, or individuals from local coupon distributing agencies. This includes making coupon shoppers wait longer to be served than cash-paying customers, offering them produce of lesser quality, or otherwise being less courteous or responsive to coupon shoppers than to other customers.
- h) Violation of any other of these *Rules* not specified as a Preliminary, Class I or Class II violation.

Class II violations will result in suspension and possible disqualification from the program. Certain abuses may constitute a criminal offense, subjecting the vendor to prosecution under applicable state or federal laws. Immediately upon receipt of a "Notice of Suspension" from ESD, the vendor must stop displaying a Farm to Family sign and accepting coupons at any location for the period of suspension (*for details, see sections 2 and 3 that follow*). Class II violations, not necessarily in any priority order, include:

- a) Giving a coupon shopper change in the form of cash or coupon-ineligible products if the price of the purchase is less than the coupon value presented.
- b) Refusing to offer additional produce to bring the total value of a purchase up to the value of coupons presented, where the price of the produce selected by the shopper is less than the coupon value.
- c) Cashing coupons for customers, or cashing coupons obtained from any unauthorized source, including coupons that were accepted by an unauthorized, suspended, or disqualified vendor.
- d) Accepting coupons for non-food items or for any purchase other than eligible foods (*see Part I, #1*).
- e) Accepting coupons or indicating willingness to accept coupons by posting a Farm to Family sign, at any location that is not authorized to accept coupons (*see Part I, #4*) or at a participating farmers market where the vendor is not currently authorized to participate.
- f) Participating in the coupon program while selling only fruits or vegetables grown in the wild or by someone other than the vendor.
- g) Charging higher prices for coupon sales than for cash sales of those coupon-eligible foods.
- h) Discriminating against a coupon recipient on the basis of race, color, national origin, age, sex, or disability.
- i) Continuing to participate in the coupon program during a period of suspension or disqualification, including acceptance of coupons or evidence of intent to accept coupons.

2. *SUSPENSION AND APPEAL PROCESS*

Suspensions will be invoked under these circumstances:

- a) The second instance of any Class I violation during a season.
- b) The first instance of any Class II violation during a season.

A "Notice of Suspension" will be sent to the vendor. Participating markets at which the vendor is active will be notified that the vendor is under suspension and must immediately stop accepting coupons at all markets, pending the outcome of any appeal. If the event leading to the suspension is uncontested or substantiated, the vendor automatically will be disqualified at the end of the suspension period, or immediately following completion of the appeals process described below, whichever is later.

Suspensions take effect on the date they are postmarked and will be in force for a maximum of fifteen (15) days, during which time the vendor may appeal the decision. This appeal should be directed to the Farm to Family Program Coordinator (*mailing address on page 4*) and may be expressed in writing or verbally. The vendor may request a meeting with the Coordinator to discuss the sanction and to present additional relevant information. This action may result in immediate lifting of the suspension if it is determined that the event leading to the suspension cannot be substantiated. The vendor may be permitted to participate under probation for the rest of the season if circumstances exist which do not justify disqualification.

If the vendor believes there is inadequate substantiation of the charge or extenuating circumstances justify a decision other than probation or disqualification, the vendor may request a hearing before a three-person

Appeals Committee. This committee will comprise representatives or designees of the state Department of Health and ESD and be chaired by the ESD Food and Nutrition Program Director or designee. If a hearing is granted by a majority of that Committee, it will occur within three weeks after the request is received. The hearing may result in the suspension being lifted or sustained or lifted with the vendor placed on probation for the remainder of the season. Commitment of any additional substantiated violation of program rules and procedures by a vendor on probation will result in the vendor's immediate disqualification from the Program.

Upon completion of the appeal process, ESD will provide to the vendor and applicable farmers markets written notification of the suspended vendor's participation status.

3. *DISQUALIFICATION*

Disqualification shall follow the suspension period if a Class II violation is substantiated. A vendor disqualified at any point during a season is disqualified for the remainder of that calendar year and for the following full year. All participating farmers markets will be notified in writing of the disqualification.

Continued participation by a disqualified vendor at a market after the market was notified of the disqualification, including acceptance or evidence of intent to accept coupons at the market, may result in suspension of the entire market from the program for the remainder of the season.

At the end of the disqualification period, the vendor may reapply for participation. Upon reauthorization, the vendor will be on probation for one full season. Any single substantiated Class I or Class II violation committed during the probationary period may result in automatic disqualification.

B. FARMERS MARKETS

As a condition of participation, the market manager is responsible for overseeing coupon program operations at the market. At a minimum, the market is expected to:

- a) Assure that the market has participating vendors offering a reasonable quantity and selection of coupon-eligible foods during all days and hours listed for that market in the current *Information for Coupon Shoppers* brochure. To give coupon shoppers a choice of produce vendors, the market is expected to have at least two participating vendors each of those market days.
- b) Assure that coupons are accepted only by authorized vendors, i.e., those who are not suspended or disqualified and who either: (1) are on the current-year list of pre-enrolled vendors that ESD provides to the market in June; or (2) were enrolled by the market manager by signing a current-year Single-Market Vendor Participation Agreement that the market forwarded to ESD.
- c) Assure that all participating vendors display their Farm to Family sign every market day and have copies of, understand and comply with their Vendor Participation Agreement and these *Rules*.
- d) Promptly inform any non-participating vendor of coupon-eligible foods about the program, enroll eligible vendors at the market who wish to participate in the program, and in accordance with Part I, #14 and the Market Participation Agreement, provide a speedy appeal process to any eligible vendor whose request to enroll in the program is denied by the market.
- e) Process and submit redeemed coupons in accordance with these *Rules* and the Financial Policies and Procedures provided by ESD. The market agrees to comply with those documents in signing a program Participation Agreement with ESD.
- f) Refuse to accept from any vendor a coupon that expired in a previous year, is not marked with the vendor number, or that was accepted from a customer in violation of these *Rules*.
- g) Assure that the business entity to which the Internal Revenue Service assigned the Employer Identification

Number (EIN) the market uses for Farm to Family banking purposes is, to the best of the market's knowledge, in good standing with the Vermont Department of Taxes.

ACTIONS AGAINST A FARMERS MARKET

ESD reserves the right not to renew a participation agreement with a farmers' market or to terminate an agreement during a season. Termination may occur without cause after providing thirty (30) days written notice, or with cause after providing fifteen (15) days written notice. Other actions against a market may include, but not necessarily be limited to, reduction or forfeiture of future cash advances or disqualification from the program. Certain abuses, such as requesting payment for coupons obtained from unauthorized sources, may constitute a criminal offense, making the market liable to prosecution under applicable state or federal laws.

ESD may waive an action against a farmers' market if this would significantly impair the ability of the program to meet its objectives. In the event of a decision to act against a market with cause, the written notice to the market will state the adverse action, its causes, and the effective date. At the request of the market, ESD will, in conjunction with the program's cooperating agencies, hold a compliance conference with officers of the market to determine if, and/or under what conditions, the market would be permitted to continue participating in the program.

C. FARM STANDS

As a condition of participation, the farm stand is responsible for overseeing coupon program operations at the stand. At a minimum, the farm stand is expected to:

- a) Assure that the farm stand is offering a reasonable quantity and selection of coupon-eligible foods during all days and hours listed for that farm stand in the current *Information for Coupon Shoppers* brochure
- b) Process and submit redeemed coupons in accordance with these *Rules* and the Financial Policies and Procedures provided by ESD. The farm stand agrees to comply with those documents in signing a program Participation Agreement with ESD.
- c) Assure that the business entity to which the Internal Revenue Service assigned the Employer Identification Number (EIN) the farm stand uses for Farm to Family banking purposes is, to the best of the market's knowledge, in good standing with the Vermont Department of Taxes.
- d) Adhere to program rules and procedures to prevent program violation, Class I or II violations listed below.

The farm stand will also act as a vendor for accepting coupons and must abide by the following to prevent program suspension:

Preliminary violations will result in a verbal warning from the state to the violating farm stand and will be documented in the program files for that farm stand. The third substantiated instance of a preliminary violation during a season will constitute a Class I violation. A preliminary violation is:

- a) Failure to display the Farm to Family sign at the vendor's stand at the farm stand.

Due to the nature of the preliminary violation. Vendors and Markets will be reminded of the program rule and explained the important of displaying the Farm to Family sign to increase coupon redemption and provide better customer service.

Class I violations will result in a verbal warning from the State and will be documented in the program files for that farm stand. The farm stand will be invited to explain or question the violation; that response and/or any corrective actions taken will be recorded. The second substantiated instance of a Class I violation during a

season will constitute a Class II violation. Class I violations, not in any priority order, include:

- a) Knowingly providing false information about the program to coupon recipients or others.
- b) Failure to abide by the program complaint process (*see Part II*).
- c) Accepting coupons after the expiration date.
- d) Accepting coupons for fresh produce that was not grown on Vermont land or, if allowed by the farm stand, on U.S. land within thirty miles of the Vermont border.
- e) Failure by the farm stand to display fresh produce that is not coupon-eligible separately from the coupon-eligible foods with a sign stating that they may not be bought with the coupons.
- f) Failure to cooperate with a request from the State to inspect a production site within a reasonable period of time when the farm stand is suspected of not growing any of the produce for which s/he is accepting coupons or accepting coupons for foods that are not locally grown, as defined in Part I, #2 of these *Rules*.
- g) Abusive treatment of coupon recipients, program monitors or staff, or individuals from local coupon distributing agencies. This includes making coupon shoppers wait longer to be served than cash-paying customers, offering them produce of lesser quality, or otherwise being less courteous or responsive to coupon shoppers than to other customers.
- h) Violation of any other of these *Rules* not specified as a Class I or Class II violation.

Class II violations will result in suspension and possible disqualification from the program. Certain abuses may constitute a criminal offense, subjecting the farm stand to prosecution under applicable state or federal laws. Immediately upon receipt of a "Notice of Suspension" from ESD, the farm stand must stop displaying a Farm to Family sign and accepting coupons for the period of suspension (*for details, see sections 2 and 3 that follow*). Class II violations, not necessarily in any priority order, include:

- a) Giving a coupon shopper change in the form of cash or coupon-ineligible products if the price of the purchase is less than the coupon value presented.
- b) Refusing to offer additional produce to bring the total value of a purchase up to the value of coupons presented, where the price of the produce selected by the shopper is less than the coupon value.
- c) Cashing coupons for customers, or cashing coupons obtained from any unauthorized source, including coupons that were accepted by an unauthorized, suspended, or disqualified market, vendor, or farm stand.
- d) Accepting coupons for non-food items or for any purchase other than eligible foods (*see Part I, #1*).
- e) Accepting coupons or indicating willingness to accept coupons by posting a Farm to Family sign, at any location that is not authorized to accept coupons (*see Part I, #4*).
- f) Participating in the coupon program while selling only fruits or vegetables grown in the wild.
- g) Charging higher prices for coupon sales than for cash sales of those coupon-eligible foods.
- h) Discriminating against a coupon recipient on the basis of race, color, national origin, age, sex, or

disability.

- i) Continuing to participate in the coupon program during a period of suspension or disqualification, including acceptance of coupons or evidence of intent to accept coupons.

1. *RULE VIOLATIONS*

Sanctions against farm stands violating program policies will be based on the nature and frequency of violations that have been substantiated by observation, compliance buys or other means. Violations applicable to an authorized farm stand will be identified as either Class I or Class II:

2. *SUSPENSION AND APPEAL PROCESS*

Suspensions will be invoked under these circumstances:

- a) The second instance of any Class I violation during a season.
- b) The first instance of any Class II violation during a season.

A "Notice of Suspension" will be sent to the farm stand. Where a farm stand is also a vendor at farmers markets, participating markets will be notified that the vendor is under suspension and must immediately stop accepting coupons at all markets, pending the outcome of any appeal. If the event leading to the suspension is uncontested or substantiated, the farm stand automatically will be disqualified at the end of the suspension period, or immediately following completion of the appeals process described below, whichever is later.

Suspensions take effect on the date they are postmarked and will be in force for a maximum of fifteen (15) days, during which time the farm stand may appeal the decision. This appeal should be directed to the Farm to Family Program Coordinator (*mailing address on page 4*) and may be expressed in writing or verbally. The farm stand may request a meeting with the Coordinator to discuss the sanction and to present additional relevant information. This action may result in immediate lifting of the suspension if it is determined that the event leading to the suspension cannot be substantiated. The farm may be permitted to participate under probation for the rest of the season if circumstances exist which do not justify disqualification.

If the farm stand believes there is inadequate substantiation of the charge or extenuating circumstances justify a decision other than probation or disqualification, the farm stand may request a hearing before a three-person Appeals Committee. This committee will comprise representatives or designees of the state Department of Health and ESD and be chaired by the ESD Food and Nutrition Program Director or designee. If a hearing is granted by a majority of that Committee, it will occur within three weeks after the request is received. The hearing may result in the suspension being lifted or sustained or lifted with the farm stand placed on probation for the remainder of the season. Commitment of any additional substantiated violation of program rules and procedures by a farm stand on probation will result in the vendor's immediate disqualification from the Program.

Upon completion of the appeal process, ESD will provide to the farm stand and applicable farmers markets written notification of the suspended farm stand's participation status.

3. *DISQUALIFICATION*

Disqualification shall follow the suspension period if a Class II violation is substantiated. A farm stand disqualified at any point during a season is disqualified for the remainder of that calendar year and for the following full year. All participating farmers markets will be notified in writing of the disqualification.

Continued participation by a disqualified farm stand at a market after the market was notified of the disqualification, including acceptance or evidence of intent to accept coupons at the market, may result in suspension of the entire market from the program for the remainder of the season.

At the end of the disqualification period, the vendor may reapply for participation. Upon reauthorization, the vendor will be on probation for one full season. Any single substantiated Class I or Class II violation committed during the probationary period may result in automatic disqualification.

ACTIONS AGAINST A FARM STAND

ESD reserves the right not to renew a participation agreement with a farm stand or to terminate an agreement during a season. Termination may occur without cause after providing thirty (30) days written notice, or with cause after providing fifteen (15) days written notice. Other actions against a farm stand may include, but not necessarily be limited to, disqualification from the program. Certain abuses, such as requesting payment for coupons obtained from unauthorized sources, may constitute a criminal offense, making the farm stand liable to prosecution under applicable state or federal laws.

ESD may waive an action against a farm stand if this would significantly impair the ability of the program to meet its objectives. In the event of a decision to act against a farm stand with cause, the written notice to the farm stand will state the adverse action, its causes, and the effective date. At the request of the farm stand, ESD will, in conjunction with the program's cooperating agencies, hold a compliance conference with officers of the farm stand to determine if, and/or under what conditions, the farm stand would be permitted to continue participating in the program.