

Double Up Food Bucks

Farmers Market Contract Agreement 2020



April 1, 2020 – save copy

Spencer Creek Community Growers Market
 Glenn Harden
 85240 Chezem Rd., Eugene, OR 97405
 gpharden@gmail.com
 541-221-7416

Contract Reference Number: SCGM20-R
 EIN: 47-3548510
 Farmers Market/s: Spencer Creek Growers Market

Dear Glenn,

This Contract is between tax exempt non-profit Farmers Market Fund (“FMF”) and Spencer Creek Community Growers Market in the amount of \$565.00 for the *Double Up Food Bucks Program* at Spencer Creek Growers Market.

FMF will release funds to Spencer Creek Growers Market, hereafter called “the Contract Organization,” for the Double Up Food Bucks program, hereafter called “the Program” at the Spencer Creek Community Growers Market, hereafter called “the Market.”

| Program Period | Estimated Match Needed: | Beginning Balance: | Total Contract Amount As Needed: |
|-----------------------------|---------------------------|----------------------|----------------------------------|
| May – October 2020 | \$805.00 | \$240.00 | \$565.00 |
| Contract Period Start Date: | Contract Period End Date: | # Food Bucks Issued: | Funds Disbursement Method |
| April 1, 2020 | November 15, 2020 | 240 | CHECK –Single Payment |

FMF will also provide:

- Inclusion of the Market details on Program printed materials and website
- Region and statewide promotion and marketing of the Program
- Fliers and posters for distribution by the Market
- SNAP matching currency – “Food Bucks”
- Tracking Toolkit – templates and tools for record-keeping and program reporting
- Messaging examples and vender education guides
- Training for Market staff
- Brand recognition as being part of a statewide program
- Technical assistance and outreach support throughout the season

Contract Terms and Conditions

The Contract Organization agrees to administer the Program at the Market under the following terms and conditions.

I. Use and Handling of Contract Funds

- a. Funds are to be used by the Contract Organization to reimburse participating vendors at the Market for Double Up Food Bucks Incentives spent by customers at their stalls at the Market, or when paying for pre-order products at the market in exchange for eligible products.
- b. Products eligible for Double Up Food Bucks Incentive redemption are fresh, dried, or frozen whole or cut fruits and vegetables *without* added sugars, fats, oils, or salt. This includes mushrooms, cut herbs, dried beans, and edible plant starts. Grains are not eligible.
- c. "Food Bucks" are used as currency proxy for Incentive distribution and redemption at the Market, hereafter called "the Incentive."
- d. Funds shall not qualify for the Double Up Food Bucks Incentive nor may they be used to reimburse a vendor at the Market if the vendor provided a customer with ineligible product.
- e. Funds may not be used to reimburse a vendor who is not participating in the DUFBI Program or has not signed a Vendor Acknowledgement.
- f. Any portion of the contract funds not used within the contract period or not used for the purposes stated above must be returned to FMF within 30 days after the last market of the regular season, unless the Contract Organization receives written consent from FMF to apply the funding toward the next DUFBI season.
- g. Contract funds shall be kept separately on the Contract Organization's books of account as contract funds from FMF; and accurate records of the funds received and expenses incurred under the contract should be kept in accordance with generally accepted accounting principles.
- h. Incentive funds raised by the Contract Organization and designated as a match contribution towards Double Up Food Bucks (noted as Beginning Balance above) may only be used to reimburse vendors for eligible products as listed above, and must be expended before contract funds from Farmers Market Fund can be used to reimburse vendors for Double Up Food Bucks.
- i. Financial and program based records related to the Contract will be retained for at least four years after the completion of the Contract Organization's use of the Contract funds.
- j. FMF, at its request, shall have reasonable access to the Contract Organization's and/or the Market's files, records, personnel and premises for the purposes of making financial audits, verifications, or program evaluations as it deems necessary concerning the Contract.
- k. No part of the Contract funds may be used to carry on propaganda, or otherwise attempt to influence legislation or to influence or to participate in or to intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.
- l. This agreement becomes null and void, and funds of the Contract must be returned if the terms and conditions of the Contract are not met by the Contract Organization.
- m. Contract Organization should have the correct number of Incentive currency pieces ("Food Bucks") at the end of the Program season based on reporting provided. The calculation used to determine the number of Food Bucks which the Contract Organization should have on hand at the end of the season is: the number of Food Bucks received at the start of the season, minus the number of Food Bucks distributed to customers, plus the number of Food Bucks redeemed by vendors. In the instance that the Contract Organization does not have the correct number of Food Bucks at the end of the season, the Contract Organization must provide FMF the cash value of lost Food Bucks. Within the direction of FMF, FMF may waive any return of Contract money if there is a small margin of error with the reconciliation of Food Bucks.

II. Program Guidelines and Standards

The Contract Organization is responsible for ensuring FMF Program guidelines are followed at the Market and agrees to administer the Program as directed by FMF. The Contract Organization will:

a) Vendor Education

- Provide Program information to all vendors at the Market, including those vendors who sell eligible products and those who do not sell eligible products
- Communicate a defined process and schedule for Double Up Food Bucks incentive redemption and reimbursement with participating vendors at the Market

b) Incentive Redemption and Reimbursement to Vendors for Incentives

- Make reimbursement payments to participating vendors for the cash value of the Incentive redeemed at the Market for eligible product within one month of redemption.
- Prior to reimbursement, the Market must have a signed Double Up Food Bucks vendor acknowledgment on file for each vendor for each year of this Agreement. The Contract Organization must provide a copy of this agreement to FMF upon request.
- To determine the cash value of Double Up Food Bucks redeemed by participating vendors, the Contract Organization must collect Food Bucks from participating vendors and maintain and submit to FMF written records of Incentive Food Bucks redeemed by participating vendors using a form provided by FMF or a similar form with FMF permission.
- Double Up Food Bucks may also be earned through online reservations or pre-orders that are paid for by customers at the time of pick up. In such instances the use of physical Double Up Food Bucks vouchers are not required, but markets must keep written records of vouchers applied by customers, and the vendors who redeemed those vouchers' value.
- The Contract Organization must provide written documentation to FMF for Incentives redeemed by non-participating vendors or for ineligible transactions.
- If the Contract Organization makes cash reimbursement payments for Incentive redemption by vendors, the Contract Organization must be able to verify to FMF that these payments were made by providing a receipt by each vendor or obtaining vendor's signature at time of reimbursement.
- The last day for vendors to accept Incentive in exchange for eligible product is the last day of the market in 2020, and the last day for the Contract Organization to reimburse vendors for redeemed Incentives is 30 days after the last market day of 2020.

c) Incentive Distribution to Customer

- The Contract Organization will oversee Incentive distribution to customers using Supplemental Nutrition Assistance Program (SNAP) benefits.
- A customer at the Market will receive a value of Incentive Food Bucks equal to the amount of SNAP dollars spent, up to \$10 per market day, in \$2 increments. A customer who preorders eligible products online will pay at pickup and will receive a value of Incentive Food Bucks equal to the amount of SNAP dollars spent, up to \$10 per market day, in \$2 increments.
 - a) The Contract Organization will maintain records of daily distribution of Food Bucks using a standardized report form provided by FMF or a similar form with FMF permission. This form must provide a record of each SNAP transaction and Incentive distribution.
- The Organization must provide third party EBT verification in the form of either,
 - i. A copy of daily batch receipt from the market's point of sale device for each market day
 - ii. Monthly statement from EBT merchant processor

- iii. Report from the Mobile Market Plus application
- The last day to distribute the Incentive to customers is the last market day of 2020, or earlier as determined by FMF. 2020 Food Bucks will expire 12/31/20.

III. Record-Keeping and Reporting

a) Monthly Reports Online

Due the first Wednesday of each month for previous month's activity, the Contract Organization will submit weekly totals of the following in monthly reports via an online web portal:

- Cash value of Incentive redeemed by participating vendors and dispersed to customers
- Cash value of SNAP redeemed by participating vendors and dispersed to customers
- Number of SNAP orders reserved online. An order which is reserved and later paid using multiple payment methods including SNAP benefits will be considered a SNAP order.
- Total number of SNAP transactions
- The number of new customers as indicated by the number of SNAP customers who respond yes to the question "Is this your first time using your SNAP Card (or equivalent) at this market?"

b) Year-End Requirements

The Organization will submit the following supporting documentation records within 30 days after the last market day of the season:

- Customer transaction record sheets for each market day
- Verification of SNAP sales demonstrated by one of the following,
 - i. Copy of the batch report from the market's point of sale device for each market day
 - ii. Monthly report from EBT merchant processor
 - iii. Mobile Market Plus EBT sales report
- Vendor Record Sheets for each market day indicating cash value of Incentive and SNAP redeemed by each vendor. Excel or spreadsheet document with required elements of Vendor Record sheet is allowable.
- Reimbursement payments made to vendors for Incentives redeemed by the Organization as demonstrated by one of the following,
 - i. Completed payment record column on Vendor Record Sheet with date, check number, and total dollar value of check.
 - ii. Report from the Organization's accounting software verifying each Incentive reimbursement payment made to vendors, aligned with Incentive redemption documentation.
 - iii. With FMF permission, alternative forms of documentation may be acceptable.
- Year-End Vendor Summary of SNAP and Incentive reimbursement totals by end for the period of time the Program was operating at the market.
- Copies of signed Double Up Food Bucks Vendor Acknowledgments for participating vendors. Electronic copies and signatures are allowable.
- Completed year-end market manager evaluation survey.

IV. Evaluation

- The Contract Organization will distribute customer and vendor surveys provided by FMF and return completed surveys to FMF in an envelope provided with pre-paid postage.

- The Contract Organization will allow for additional evaluation methods at the Market as requested by FMF, an independent evaluation firm, or the State of Oregon.

V. Trademark

- Fair Food Network owns the trademarked name “Double Up Food Bucks” and the apple/carrot logo. As a Contract of the Program, the Contract Organization may use, on a non-exclusive basis, the licensed mark in Market promotional materials for the duration of the Contract period.

VI. Disbursement of Funds

FMF will disburse funds to the Contract Organization after FMF receives a counter-signed contract agreement and a Form W-9.

If Contract Organization violates any of its duties (including failing to make timely or accurate reports) then FMF could require a refund from Contract Organization to FMF of part of the Contract that relates to or is impacted by the breach by the Contract Organization. FMF reserves the right to discontinue, modify or withhold any payment due under the Contract, to require repayment of expended Contract funds, or a refund of unexpended Contract funds, if, in its judgment, such action is necessary to comply with the requirements of any law or regulations affecting its responsibility with respect to the Contract. If any of the conditions of the Contract are violated by Contract Organization, in addition to requiring a refund of the amount giving rise to the violation, Farmers Market Fund will have no further obligation to continue to fund the Contract.

The foregoing conditions comply with our obligation under U.S. law to make reasonable efforts and establish adequate procedures to see that the Contract funds are spent solely for the purposes for which they have been contracted and to obtain full and complete records on how the Contract funds have been expended. Changes in the U.S. laws or regulations may require us to ask that more detailed reports be submitted or other steps be taken. We will inform you of any such changes.

If you accept the above stated conditions, please have a duly authorized representative of the Fiduciary or Contract Organization sign below and make a copy for your files. Electronic signatures are acceptable.

Return original or copy of the entire signed agreement by one of the following methods:

Mail:

Farmers Market Fund
Attn: Mallory Watson
240 N Broadway, Suite 129
Portland, OR 97227

Email of Scanned Copy:

To: mallory@portlandfarmersmarket.org
Subject: Signed agreement for Double Up Food Bucks

On behalf of Farmers Market Fund, I want to extend our best wishes for success in your work.

Sincerely,



Molly Notarianni
Executive Director

Contract Reference Number: SCGM20-R

**Authorized Representative of Fiduciary or Contract Organization
Spencer Creek Growers Market**

| | | |
|------------------------|---------------------------------------|-------------------|
| [Glenn Harden] | [Glenn Harden, Co-founder] | [01.April.2020] |
| Signature | Name and Title (Please Print or Type) | Date |
| [gpharden@gmail.com] | [541-221-7416] | |
| Email | Phone | |

This agreement becomes binding when FMF receives:

1. Signed contract agreement from the Organization
2. Form W-9 (please attach if not already included with registration)