

# Double Up Food Bucks

## Farmers Market Grant Agreement 2016



May 11, 2016

City of Ann Arbor  
Sarah Dewitt  
315 Detroit Street  
Ann Arbor, MI 49010  
sdewitt@a2gov.org  
734-794-6255

Grant Reference Number: DU-MI-16-019  
EIN: 38-6004534  
Farmers Market/s: Ann Arbor Farmers Market

Dear Sarah Dewitt,

Fair Food Network (“FFN”), a tax exempt nonprofit, is pleased to grant in the amount of \$50,000 to the City of Ann Arbor for the *Double Up Food Bucks Program*.

The City of Ann Arbor, hereafter called “the Grantee Organization,” will receive a grant from “FFN” for the Double Up Food Bucks program, hereafter called “the Program” at the Ann Arbor Farmers Market hereafter called “the Market”.

<b>Grantee Organization:</b> City of Ann Arbor	<b>Market Cycle:</b> Year-Round	<b>Grant Number:</b> DU-MI-16-019
<b>Grant Period Start Date:</b> April 1, 2016	<b>Grant Period End Date:</b> March 31, 2017	<b>Funds Disbursement Method:</b> Single Payment
<b>2016 Grant Amount:</b> \$50,000	<b>Beginning Fund Balance:</b> (funds carried over from 2015 program year) \$0	<b>Total Funds Available:</b> \$50,000

This grant is made on the following terms and conditions:

## Grant Terms and Conditions

### I. Use and Handling of Grant Funds

- a. Funds are to be used by the Grantee Organization to reimburse participating vendors at the Market for Double Up Food Bucks Incentives spent by customers at their stalls at the Market in exchange for eligible products.
- b. Products eligible for Double Up Food Bucks Incentive redemption are unprocessed, Michigan-grown fruits and vegetables. If the Market is in a county, which borders another state, Double Up Food Bucks may be redeemed for produce grown in the state bordering that county.
- c. Double Up Food Bucks tokens or electronic loyalty credits 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 FFN Program or has not signed a Vendor Agreement.
- f. Any portion of the grant funds not used within the grant period or not used for the purposes stated above must be returned to FFN within one month of when both the Grantee Organization and FFN have agreed upon a reconciliation statement, unless the Grantee Organization receives express written consent from FFN.
- g. Grant funds shall be kept separately on the Grantee Organization's books of account as grant funds from FFN; and accurate records of the funds received and expenses incurred under the grant should be kept in accordance with generally accepted accounting principles.
- h. Financial and program based records related to the Grant will be retained for at least four years after the completion of the Grantee Organization's use of the Grant funds.
- i. FFN, at its request, shall have reasonable access to the Grantee 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 Grant.
- j. No part of the Grant 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.
- k. This agreement becomes null and void, and funds of the Grant must be returned if the terms and conditions of the Grant are not met by the Grantee Organization.
- l. The Grantee Organization should have the correct number of Incentive tokens at the end of the Program season based on reporting provided. The calculation used to determine the number of Incentive tokens which the Grantee Organization should have on hand at the end of the season is: the number of tokens received at the start of the season, minus the number of tokens distributed to customers, plus the number of tokens redeemed by vendors. In the instance that the Grantee Organization does not have the correct number of Incentive tokens at the end of the season, the Grantee Organization must provide FFN the cash value of lost tokens. Within the direction of FFN, FFN may waive any return of Grant money if there is a small margin of error with the reconciliation of Incentive tokens.

## II. Program Guidelines and Standards

The Grantee Organization is responsible for ensuring FFN Program guidelines are followed at the Market and agrees to administer the Program as directed by FFN. The Grantee 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.
- Distribute a Double Up Food Bucks sign to each participating vendor and ensure the signs are visibly posted for customers during the Market's hours of operation.
- 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 Agreement on file for each vendor for each year of this Grant. The Grantee Organization must provide a copy of this Agreement to FFN upon request.
- To determine the cash value of Double Up Food Bucks redeemed by participating vendors, the Grantee Organization must:
  - a) *If the Market accepts Electronic Benefits Transfer ("EBT") payments using a Mobile Market Plus application, monitor all Incentive Loyalty reports.*
  - b) *If the Market accepts EBT via a token-based system, collect Incentive tokens from participating vendors and maintain and submit to FFN written records of Incentive tokens redeemed by participating vendors using a form provided by FFN or a similar form with FFN permission. Records must indicate the name of the vendor who redeemed the tokens, the date of redemption, the dollar value of tokens submitted and the Market name.*
- If the Grantee Organization makes cash reimbursement payments for Incentive redemption by vendors, the Grantee Organization must be able to verify to FFN that these payments were made by providing a receipt by each vendor or obtaining vendor's signature at time of reimbursement.
- *In seasonal markets, the last day for vendors to accept Incentive in exchange for eligible product is the Market's closing day, and the last day for the Grantee Organization to reimburse vendors for redeemed Incentive is one week after the Market's closing day.*

### c) Incentive Distribution to Customer

- The Grantee Organization will oversee Incentive distribution to customers using federal food assistance benefits (also called Supplemental Nutrition Assistance Program (SNAP), at the Market.
- A customer at the Market will receive a value of Incentive tokens or loyalty credits equal to the amount of SNAP dollars spent, up to \$20 per market day.

- a) *If EBT benefits are accepted using a Mobile Market Plus application by each vendor, the Grantee Organization will monitor vendors' SNAP and Incentive transactions to ensure EBT sales are always greater than or equal to Incentive credits awarded.*
- b) *If EBT benefits are accepted at a central terminal and distributed via a token-based system, the Grantee Organization will maintain records of daily distribution of tokens using a standardized report form provided by FFN or a similar form with FFN permission. This form must provide a record of each EBT transaction and Incentive distribution.*
- The Organization must provide third party EBT verification in the form of either,
  - i. A copy of a 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
- *In seasonal markets, the last day to distribute the Incentive to customers is the last day of the Market's season*

### **III. Record-Keeping and Reporting**

#### **a) Monthly Reports Online**

The Grantee Organization will submit weekly totals of the following in monthly reports via an online survey link:

- Cash value of Incentive redeemed by participating vendors and dispersed to customers
- Cash value of EBT redeemed by participating vendors and dispersed to customers
- Number of EBT transactions
- *If EBT benefits are accepted at a central terminal and distributed via a token-based system, number of new customers as indicated by the number of EBT customers who respond yes to the question "Is this your first time using your Bridge Card (or equivalent) at this market?"*

#### **b) Verification of Monthly Reports**

The Organization will submit the following supporting documentation records for seasonal markets within one month of the Market's closing day, or upload and submit each month via online monthly reporting survey:

- *If EBT benefits are accepted at a central terminal and distributed via a token-based system, customer transaction record sheets for each market day must be kept and maintained by Grantee Organization.*
  - i. Grantee Organizations participating in the program for the first year must submit these records to FFN.
  - ii. All Grantee Organizations must keep these records on file and must provide a copy of to FFN upon request.
- Third party verification of EBT sales demonstrated by either,
  - i. Copy of a daily batch report 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

- Vendor record sheets for each market day indicating cash value of Incentive and EBT 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 either:
  - i. Completed payment record column on Vendor Record Sheet provided by FFN with date, check number, and total dollar value of check. FFN only requires payment record for Incentive reimbursements. The Vendor Record sheet must indicate the portion allocated to each market currency if the Grantee Organization includes multiple market currencies (eg. EBT, WIC Project FRESH, credit/debit.) in a single reimbursement payment.
  - ii. Report from the Organization’s accounting software verifying each Incentive reimbursement payment made to vendors, aligned with Incentive redemption documentation.
  - iii. With FFN permission, alternative forms of documentation may be acceptable.

**c) Year-End Requirements**

- Provide FFN a copy of signed Double Up Food Bucks Vendor Agreements for participating vendors. Electronic copies and signatures are allowable.
- The Grantee Organization will complete a year-end market manager evaluation survey.

**IV. Evaluation**

- The Grantee Organization may opt-in to distribute a questionnaire to customers at point of sale and a survey to vendors provided by FFN during the Market’s season, and return completed surveys in an envelope provided with pre-paid postage within a month of collection.
- The Grantee Organization will allow for additional evaluation methods at the Market as requested by FFN, an independent evaluation firm, or the United State Department of Agriculture (USDA).

**V. Trademark**

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

**VI. Report Schedule**

Due Date	Report Name	Report Format
Due the first Wednesday of each month for previous month’s activity for all markets. Grantees receiving funds on a reimbursement schedule may opt to submit reports bi-weekly on the first and third Wednesday of each month.	Monthly Report	Online via survey link posted in market manager portal at <a href="http://www.DoubleUpFoodBucks.org">www.DoubleUpFoodBucks.org</a> and sent via email

Due the first Wednesday of each month for previous month's activity or within a month of the Market's closing day for seasonal markets, or upon request.	Verification of Monthly Reports	First year Grantee Organizations must submit hard copy records either in-person, via mail, or by scanning and sending electronically to FFN. Markets providing monthly verification must scan and upload with monthly online report. All Grantee Organizations must keep records on file and submit upon FFN request.
Due within one-month of completion	Customer and Vendor Surveys	Grantee Organization may opt-in to participating and mail completed surveys in an envelope provided by FFN with pre-paid postage.
Due within one month of the Market's last day or 3/2/2017 for year-round markets. Agreements must be made available upon request by FFN.	Signed Vendor Agreements	Markets must submit hard copy records either in-person, via mail, or by scanning and sending electronically to FFN. Markets providing monthly verification must scan and upload via online report.
Due 12/18/16	Market Manager Survey	Online survey link sent via email and posted in market manager portal at <a href="http://www.DoubleUpFoodBucks.org">www.DoubleUpFoodBucks.org</a>

## VII. Disbursement of Funds

FFN will disburse funds following the receipt of counter-signed grant agreement and a W-9 or copy of tax exempt letter from IRS for tax exempt organizations from the Fiduciary or Grantee Organization in one of the following two methods as denoted on Page 1.

- a) Single Payment: Funds will be released to the Fiduciary or Grantee Organization in a single payment made by a check; or
- b) Scheduled Reimbursement: FFN will reimburse the Fiduciary or Grantee Organization for the cash value of Incentives spent by customers at the Market after the Organization submits complete and accurate reports in the following manner:
  1. FFN will process payments and disburse funds for the cash value of Incentive loyalty transactions redeemed by customers at the Market within 2 weeks of receiving a complete monthly report from the Fiduciary or Grantee Organization.
    - a. Reimbursement reports are due on the first Wednesday of the month for transactions during the month prior. The Fiduciary or Grantee Organization may opt to submit reimbursement reports bi-weekly on the first and third Wednesday of the month.
    - b. FFN will only process payments and disburse funds on a bi-weekly schedule. Late reimbursement reports will not be processed until the next scheduled opportunity.
  2. FFN will process payments and disburse funds for the cash value of Double Up Food Bucks tokens redeemed for eligible product by customers within 2 weeks of receiving redeemed tokens with complete token reimbursement report from the Fiduciary or Grantee Organization.
    - a. FFN will provide the Fiduciary or Grantee Organization with postage-paid envelopes for certified mail return of reimbursed tokens and token reimbursement report form upon request.

If Grantee Organization violates any of its duties (including failing to make timely or accurate reports) then FFN could require a refund from Grantee Organization to FFN of part of the Grant that relates to or is impacted by the breach by the Grantee Organization. FFN reserves the right to discontinue, modify or withhold any payment due under the Grant, to require repayment of expended Grant funds, or a refund of unexpended Grant 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 Grant. If any of the conditions of the Grant are violated by Grantee Organization, in addition to requiring a refund of the amount giving rise to the violation, Fair Food Network will have no further obligation to continue to fund the Grant.

The foregoing conditions comply with FFN's obligation under U.S. law to make reasonable efforts and establish adequate procedures to see that the Grant funds are spent solely for the purposes for which they have been granted and to obtain full and complete records on how the Grant funds have been expended. Changes in the U.S. laws or regulations may require FFN to ask that more detailed reports be submitted or other steps be taken. FFN will inform the Grantee Organization of any such changes. If the Grantee Organization accepts the above stated conditions, please have a duly authorized representative of the Fiduciary or Grantee Organization sign below and make a copy for the Organization's files. Electronic signatures are acceptable.

Return original or copy of the entire signed agreement by mail to Michigan Farmers Market Association to the following address:

Michigan Farmers Market Association  
Attn: Double Up Food Bucks  
480 Wilson Rd, Room 172  
East Lansing, MI 48824

Or scanned and emailed directly:

To: [sydney@mifma.org](mailto:sydney@mifma.org) | Subject: Signed agreement for Double Up Food Bucks

On behalf of Fair Food Network, I want to extend our best wishes for success in your work.

Sincerely,



Dr. Oran B. Hesterman  
President and CEO

**CITY OF ANN ARBOR | ANN ARBOR FARMERS MARKET**

City of Ann Arbor  
Sarah Dewitt  
315 Detroit Street | Ann Arbor, MI 49010  
[sdewitt@a2gov.org](mailto:sdewitt@a2gov.org) | 734-794-6255

Grant Reference Number: DU-MI-16-019  
EIN: 38-6004534  
Farmers Market/s: Ann Arbor Farmers Market

**Authorized Representative of Fiduciary or Grantee Organization**

**City of Ann Arbor**

Signature	Name and Title (Please Print or Type)	Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

*Approved as to substance*

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Community Services Area Administrator

*Approved as to form and content*

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City, State, Zip Code

**Attachments**

This agreement become binding when FFN receives:

1. Counter-signed grant agreement from the Organization
2. W-9 or copy of non-profit exemption letter from IRS