

Double Up Food Bucks

Farmers Market 2023 Grant Agreement



January 1, 2023

City of Ann Arbor, Farmers Market
Ann Arbor Farmers Market

Fiduciary Information

City of Ann Arbor
315 Detroit St
Ann Arbor, MI 48104
sstaufer@a2gov.org
(734)794-6255

Mailing Information

P.O. Box 8647
Ann Arbor, MI 48107

Market Information

315 Detroit St
Ann Arbor, MI 48104
sstaufer@a2gov.org
(734)794-6255

Grant Award Number: DU-MI-2019 – 70030 – 30400

EIN:

___38-6004534_____

FNS Number: _____

Year authorized to accept SNAP: _____2010_____

Dear City of Ann Arbor,

Fair Food Network (“FFN”), a tax exempt nonprofit, is pleased to grant in the amount of \$50000 to the City of Ann Arbor, Farmers Market for the *Double Up Food Bucks Program*.

City of Ann Arbor, Farmers Market, 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”.

Grantee Organization: City of Ann Arbor, Farmers Market	Market Cycle: Annual	Grant Number: DU-MI-2019 – 70030 – 30400
Grant Period Start Date: January 1, 2023	Grant Period End Date: December 31, 2023	Funds Disbursement Method: Single Payment
2023 Grant Amount: \$50000	Beginning Fund Balance: (funds carried over from 2022 program year) \$0	Total Funds Available: \$50000
Tokens Issued in 2023: 0	Tokens on-hand from 2022: 3986	Total Tokens Available: 3986

The Grantee Organization agrees to administer the Program at the Market under the following terms and conditions:

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 fruits and vegetables grown in Michigan. Mushrooms, cut herbs and herb plants, and plants and seeds that grow food producing plants are also eligible. If the Market is in a county which borders another state(s), Double Up Food Bucks may also be redeemed for produce grown in the state(s) 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. If either party determines the Grantee Organization will not be continuing with the program, 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.
- 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 five 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 on-hand 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 records of the Grantee Organization may be under review. FFN may, at its discretion, waive any financial penalty if there is a small margin of error (a variance equal to or less than 5%) with the reconciliation of Incentive tokens.
 - i. In the event of a token shortage, the Grantee Organization may be penalized at a cost equal to the replacement value of the token shortage.
 - ii. In the event of a token overage, the Grantee Organization will resolve the overage in one of two ways:
 1. If the Grantee Organization does not initiate a 2023 grant agreement with FFN, funds and/or tokens must be returned to FFN **within one month** of when both the Grantee Organization and FFN have agreed upon a year-end contract close out reconciliation statement.
 2. If the Grantee Organization initiates a 2023 grant agreement with FFN, funds will be subtracted from the current grant agreement's rollover amount.
- m. This contract and its related funding agreement is contingent upon the release of USDA and philanthropic support secured by Fair Food Network.

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. **Oversee Incentive distribution to customers using federal food assistance benefits (also called Supplemental Nutrition Assistance Program (SNAP), food stamps, Electronic Benefits Transfer ("EBT") and Bridge Card) at the Market.**

- i. A customer at the Markets) will receive a value of Incentive equal to the amount of SNAP dollars spent on any fresh produce (fresh fruits and/or vegetables), up to \$10 per day, when program is operating and funds are remaining.
- ii. To earn Double Up Incentive, customers must purchase fresh produce with EBT tender. The Incentive may be used (redeemed) to purchase any fresh produce at the Market.
- iii. Double Up Incentives earned must be spent within 90 days of earning, the markets using Double Up card technology will automatically clear earnings older than 90 days, the markets using coupons as the method for Double Up earning and spending will have a 90 day expiration date printed on the coupon.

b. Vendor Education

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

c. Incentive Redemption and Reimbursement to Vendors for Incentives

- i. Make reimbursement payments to participating vendors for the cash value of the Incentive redeemed at the Market for eligible product within one month of when the sales are properly reported by the vendor to the market.
- ii. 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.
- iii. To determine the cash value of Double Up Food Bucks redeemed by participating vendors, the Grantee Organization must:
 - a. Maintain records of documentation
 - b. *If the Market accepts SNAP 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.
 - c. *If SNAP benefits are accepted using an electronic model by each vendor OR at a physical token distribution location for conversion to and from digital incentive credits*, the Grantee Organization will monitor vendors' SNAP and Incentive transactions to ensure SNAP sales are always greater than or equal to Incentive credits awarded
- iv. *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 month after the Market's closing day.

d. Incentive Distribution to Customer

- i. The Grantee Organization will oversee Incentive distribution to customers using SNAP at the Market.
- ii. 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 \$10 per market day. Fair Food Network maintains the discretion to increase or decrease the amount of incentive tokens or loyalty credits to be distributed (i.e., the daily limit).
- iii. Incentives may only be redeemed by SNAP recipients for GusNIP qualifying fruits or vegetables.
 - i. Qualifying fruits and vegetables include any variety of fresh fruits and vegetables, SNAP eligible seeds and plants intended for cultivation and consumption (e.g., tomato seeds or tomato plants) and fresh herbs (e.g., fresh basil, thyme, or mint)
- iv. *If SNAP benefits are accepted using an electronic model by each vendor*, the Grantee Organization will monitor vendors' SNAP and Incentive transactions to ensure SNAP sales are always greater than or equal to Incentive credits awarded. The Grantee Organization understands and accepts responsibility for all equipment provided to the market by Fair Food Network.
 - i. Equipment includes, but it is not limited to tablets, card readers and tablet stands and is provided for the purpose of running Double Up transactions. Markets acknowledge that the equipment is on loan to the market and the market will return equipment immediately upon request in the same condition as when they borrowed it, ordinary wear and tear excluded. In the event of loss or damage, the market is responsible for replacing the damaged or lost equipment or providing necessary funds to accomplish same.
- v. The Contract Organization will work with FFN and partners to make necessary changes with point of sale, inventory systems and other new technologies to support Double Up Food Bucks redemption.
- vi. *If SNAP 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 SNAP transaction and Incentive distribution.
- vii. *In seasonal markets*, the last day to distribute the Incentive to customers is the last day of the Market's season.
- viii. Fair Food Network reserves the right to institute necessary program changes (such as earning and spending/redeeming limits, expiration of benefits, earning or spending/redeeming pauses, etc.) as necessary for sound financial management and longevity of the program.

III. Record-Keeping

a. Record Keeping

The Grantee Organization will maintain and keep on file the following records and provide a copy to FFN upon request:

- i. **Customer Transaction Records** for each market day when SNAP benefits are accepted at a central terminal and distributed via a token-based system.

- ii. **Verification of SNAP sales.** FFN may request third party verification of monthly SNAP sales as demonstrated by either:
 - 1. Copy of a daily batch report from the Market’s point-of-sale device for each market day
 - 2. Monthly statement from EBT merchant processor
 - 3. Report from a SNAP processing application
- iii. **Vendor Records** indicating the cash value of Incentives redeemed by each vendor each market day. Excel or spreadsheet document with required elements of Vendor Record Sheet is allowable.

IV. Reporting Requirements and Reporting Schedule

a. Double Up Michigan Farmers Market/Quarterly Metrics Reports

The Grantee_Organization will submit calendar month totals of the following each quarter via the online survey link provided by FFN. Monthly reporting of totals via the online survey link is encouraged as an alternative to quarterly reporting. Reported information is final upon submission and will be used to reconcile Incentive funds without correction:

- i. Cash value of Incentive redeemed by participating vendors and dispersed to customers
- ii. Cash value of SNAP redeemed by participating vendors and dispersed to customers
- iii. Number of SNAP transactions
- iv. *If SNAP benefits are accepted at a central terminal and distributed via a token-based system*, 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 Bridge Card (or equivalent) at this market?”
- v. FFN may consider requests to adjust quarterly reports made by the Grantee Organization within one month of submission
- vi. Grantee Organization must report within all timeframes outlined in the Report Schedule on pages 7-8. Failure to report will result in actions identified in Past-Due Reporting on page 8, up to and including the termination of this contract.
- vii. Grantee Organization must complete an annual descriptive report outlining program activity and operations for the previous 12 months.

Program participation will be divided into the following quarters for reporting:

Q1: 1/1/23-3/31/23

Q2: 4/1/23-6/30/23

Q3: 7/1/23-8/31/23 (Annual Descriptive Report DUE 9/8/2023)

Q4: 9/1/23 – Season End OR 12/31/24 for year-round markets

Report Name	Due Date	Report Format
Double Up Michigan Farmers Market <i>Quarterly Metrics Report</i>	Q1: 4/8/23	Online via survey link posted in Market Manager Portal of www.DoubleUpFoodBucks.org As a recipient of GusNIP funds, all Contract Organizations must complete a Quarterly Descriptive Report that describes quarterly program activity for the last 3 months.
Double Up Michigan Farmers Market <i>Quarterly Metrics Report</i>	Q2: 7/8/23	Online via survey link posted in Market Manager Portal of www.DoubleUpFoodBucks.org As a recipient of GusNIP funds, all Contract Organizations must complete a Quarterly Descriptive Report that describes quarterly program activity for the last 3 months.
Double Up Michigan Farmers Market <i>Quarterly Metrics Report</i> AND Double Up Michigan Farmers Market Annual Report	Q3: 9/3/23 Due 9/8/2022	Online via survey link posted in Market Manager Portal of www.DoubleUpFoodBucks.org As a recipient of GusNIP funds, all Contract Organizations must complete a Quarterly Descriptive Report that describes quarterly program activity for the last 3 months.
Double Up Michigan Farmers Market <i>Quarterly Metrics Report</i>	Q4: 2 weeks after season end date or 1/8/23 for year-round markets	Online via survey link posted in Market Manager Portal of www.DoubleUpFoodBucks.org As a recipient of GusNIP funds, all Contract Organizations must complete a Quarterly Descriptive Report that describes quarterly program activity for the last 3 months.
Vendor Reimbursement Records	One month after the close of each quarter Q1: 4/30/23 Q2: 7/31/23 Q3: 9/30/23 Q4: 1/31/23	It is preferred that electronic copies be uploaded to the online quarterly report. Other options include: submit hard copy records either in person or via mail, or send electronically to FFN by email.

Customer and Vendor Surveys	Within one-month of receipt	Grantee Organization may opt-in to participating and mail completed surveys in an envelope provided by FFN with pre-paid postage.
Market Manager Survey	2 weeks after season end date or 1/8/23 for year round markets	Online survey link sent via email and posted in Market Manager Portal of www.DoubleUpFoodBucks.org

a. Past-Due Reporting

The Grantee Organization is expected to report by each due date. Submitting reports past the due dates may result in the following consequences:

- i. First occurrence: The Market must submit written & signed explanation from the market as to why report/documentation is late.
- ii. Second occurrence: Removal from FFN’s electronic listings of participating markets AND the market must report monthly for a duration of 1 full quarter (3 months)
- iii. Third occurrence: Above repercussions AND the market is put on a scheduled reimbursement for distribution of funds for the duration of the next season (see V. Disbursement of Funds, pg. 9)
- iv. Fourth occurrence: FFN reserves the right to terminate the contract for the current year or upcoming year.

b. Non-Responsiveness to Contact Attempts

The Grantee Organization is expected to make a good faith effort to respond to contact attempts via email or phone. Unresponsiveness to contact attempts for 2 or more quarters of the year may result in the following consequences:

- i. Visit to the market by FFN staff or volunteers & the market is removed from FFN’s electronic listings of participating markets.
- ii. FFN reserves the right to terminate the contract for the current year or upcoming year.

c. Notification of Grantee Organization Changes

It is the responsibility of the Grantee Organization to promptly notify FFN with changes that impact the implementation of the Double Up Food Bucks program at their market(s). These changes include, but are not limited to:

- i. Change in market manager
- ii. Change in SNAP equipment status (longer than 1 market day)
- iii. Change in hours of operation or location of the market(s)
- iv. Change in SNAP Permit status
- v. Loss of tokens, equipment or records
- vi. Change in active status (no longer accepting SNAP, EBT equipment issues, Double Up program pause, **ANYTHING** that would result in the market no longer accepting Double Up, permanent or temporary)

Notification of these changes should be addressed to Cassidy Strome or Ricardo Ortiz at: cstrome@fairfoodnetwork.org and rortiz@fairfoodnetwork.org within 5 business days of the change.

d. Vendor Reimbursement Records

The Grantee Organization must maintain and provide records of reimbursement payments made to participating vendors for Incentives redeemed on a quarterly basis 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 (e.g. SNAP, WIC Project FRESH, credit/debit) in a single reimbursement payment.
- ii. Report from the Grantee Organization's accounting software verifying each Incentive reimbursement payment made to vendors, aligned with Incentive redemption documentation.
- iii. 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 to each vendor or obtaining vendor's signature at time of reimbursement.
- iv. With FFN permission, alternative forms of documentation may be acceptable.

V. Disbursement of Funds

FFN will disburse funds following the receipt of counter-signed grant agreement and a signed W-9 from the Grantee Organization in one of the following two methods as denoted on Page 1.

- a. Single Payment: Funds will be released to the Grantee Organization in a single payment made by a check or ACH payment; or
- b. Scheduled Reimbursement: FFN will reimburse the Grantee Organization for the cash value of Incentives spent by customers at the Market after the Organization submits complete and accurate reports. 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 quarterly report from the Grantee Organization. FFN will process payments and disburse funds on a quarterly schedule. Late reports will not be processed until the next scheduled opportunity.
- c. Additional funds may be provided to markets within the timeframe of this contract if incentive spending is projected to exceed total contract amount and Grantee Organization has maintained timely and accurate reporting. Amendments to contracts will be made to the Grantee Organization during market season either as requested or upon review of quarterly reports; and as determined by Fair Food Network.

VI. Evaluation

- a. 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.
- b. The Grantee Organization will complete a year-end market manager evaluation survey.
- c. The Grantee Organization will allow for additional evaluation methods at the Market as requested by FFN, an independent evaluation firm, the Gretchen Swanson Center for Nutrition, or the United States Department of Agriculture (USDA).

VII. Trademark

- a. 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.

VIII. Violation of Agreement

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, FFN 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 Grantee Organization sign below and make a copy for the Organization’s files. Electronic signatures are acceptable.

Subgrantee represents that neither it nor any of its principals has been debarred, suspended or determined ineligible to participate in federal assistance awards or contracts as defined in regulations implementing Office of Management and Budget Guidelines on Governmentwide Debarment and Suspension (Nonprocurement) in Executive Order 12549. Subgrantee further agrees that it will notify FFN immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

Return original or copy of the entire signed agreement by mail to Fair Food Network at the following address:

Fair Food Network
Attn: Double Up Food Bucks
1250 North Main St, North Suite
Ann Arbor, MI 48104

Or scanned and emailed directly:

To: marketreporting@fairfoodnetwork.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,

A handwritten signature in black ink, appearing to read 'Kate Krauss', followed by a horizontal line extending to the right.

Kate Krauss
CEO
Fair Food Network

City of Ann Arbor, Farmers Market
Ann Arbor Farmers Market

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EIN:

_____38-6004534_____

FNS Number: _____

Year authorized to accept SNAP: _____2010_____

Market Season Information

_____Year-Round_____

_____315 Detroit Street
Ann Arbor, MI 48104_

_____May-December Saturdays &
Wednesdays 7am-3pm; January-
April Saturdays 8am-3pm _____

Market Start & End Date

Market Location

Market Days & Hours of Operation

Number of vendors participating in Double Up Food Bucks: _____40_____

Attachments

This agreement become binding when FFN receives:

1. Counter-signed grant agreement from the Organization
2. Signed W-9
3. ACH form if applicable

Authorized Representative(s) of Grantee Organization.

_____ Signature	_____ Name and Title (Please Print or Type)	_____ Date
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_____ Signature	_____ Name and Title (Please Print or Type)	_____ Date
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_____ Signature	_____ Name and Title (Please Print or Type)	_____ Date
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