

**Commonwealth of Virginia's *Farm Market Fresh*
Senior and WIC Farmers Market Nutrition Programs
(Referred to together as S/FMNP)
Farmer Agreement**

- I. This Agreement is between the **Department for Aging and Rehabilitative Services-Office for Aging Services**, hereinafter “**DARS-OAS**” and the person named below (pg. 5), referred to as the “**Farmer**” for the Senior and WIC Farmers’ Market Programs (S/FMNP) sometimes referred to as the *Farm Market Fresh* Program. Through a cooperative agreement with DARS-OAS, the **Virginia Department of Agriculture and Consumer Services**, hereinafter “**VDACS**” is authorized to work with the **Farmer** to carry out certain functions of this Agreement.
- II. **DARS-OAS Contact:** S/FMNP Coordinator
Mailing Address: 1610 Forest Avenue, Suite 100
Henrico, VA 23229
Phone: 1-800-552-3402
- III. **Period:** This Agreement is for June 1, 2022 through December 31, 2022. Either the Farmer or DARS-OAS may terminate this Agreement as described in Section VII (D) below. DARS-OAS has no obligation to renew this Agreement with the Farmer.
- IV. By signing this Agreement, **the Farmer agrees** to comply fully with:
A. All provisions contained in this document and future amendments to it;
B. The *Farm Market Fresh* Handbook and all amendments developed in cooperation with VDACS by DARS-OAS;
C. 7 CFR 248 and 249 (FMNP and SFMNP federal regulations); and
D. All federal, state, and local laws, policies, and procedures.

It is therefore mutually agreed that:

V. Statement of Work

A. The Farmer shall:

1. Display the authorized *Farm Market Fresh* Program sign and report lost or damaged signs to DARS-OAS immediately for replacement;
2. Provide information DARS-OAS requires for periodic reporting to the US Department of Agriculture (USDA);
3. Assure that S/FMNP checks are redeemed only for self- grown, eligible foods;
4. Provide eligible foods at the current price or less than the price charged to other customers;
5. Accept S/FMNP checks only within valid dates and submit them to the bank for payment within the dates marked on the checks;

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6. Stamp each transacted check with the Farmer Identification (ID) stamp provided by DARS-OAS;
7. Obtain the S/FMNP participant's signature on the check upon completion of the transaction;
8. Report lost or damaged ID stamps to DARS-OAS immediately for replacement;
9. Complete initial training in person or virtually with VDACS Regional Marketing Specialists on S/FMNP principles and procedures prior to accepting checks;
10. Complete annual training on S/FMNP principles and procedures by self-study of the handbook, addendums, and announcements made available by DARS-OAS and VDACS;
11. Be accountable for actions of farmers or employees who are acting on behalf of the Farmer and assure that these persons are trained regarding S/FMNP rules and procedures;
12. Accept checks only at authorized sites according to proper transaction procedures;
13. Reimburse DARS-OAS for any checks paid in violation of this Agreement;
14. Offer S/FMNP participants the same courtesies as other customers;
15. Comply with 7 CFR, Section 248.7 and 249.7 of the USDA regulations;
16. Not seek restitution from S/FMNP participants for checks not paid by DARS-OAS;
17. Not give cash, change, or credit if the amount of the transaction is less than the face value of the check;
18. Not collect state or local taxes on purchases made with S/FMNP checks;
19. Not cash or deposit S/FMNP checks that were accepted by a Farmer or other person who is not authorized to accept S/FMNP checks;
20. Notify DARS-OAS and VDACS if Farmer is no longer in business or no longer participating in the *Farm Market Fresh* Program.
21. Be monitored by VDACS Regional Marketing Specialists and/or DARS-OAS Representatives for compliance with S/FMNP requirements, including overt (open) and covert (undercover) observations at the point of sales transactions and on-farm production checks;
22. Be sanctioned as outlined in the *Farm Market Fresh* Handbook for Farmers if violations occur; and
23. Return the ID stamp to DARS-OAS if disqualified or no longer wishes to participate in the S/FMNP.

B. DARS-OAS shall:

1. Maintain a Cooperative Agreement with VDACS;
2. Contract with a banking service to reimburse S/FMNP checks to the authorized farmers participating in the program;
3. Ensure payment of properly transacted S/FMNP checks submitted by the authorized Farmer through normal banking procedures if the Farmer meets all the redemption requirements;

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4. Provide official clarification of the *Farm Market Fresh* Handbook for Farmers and all addendums and applicable rules when requested;
5. Provide ID stamp and *Farm Market Fresh* Program sign to authorized Farmer;
6. Assure compliance with non-discrimination provisions of USDA Regulations as provided in 7 CFR, Section 248.7 and 249.7; and
7. Provide written notification of violations and sanctions.

C. VDACS shall:

1. Assist with the Farmer authorization process;
2. Through VDACS Regional Marketing Specialists, monitor Farmer's S/FMNP operations and transactions at the points of sale and Farmer's on-farm production;
3. Through VDACS Regional Marketing Specialists, provide training on S/FMNP rules and procedures for Farmers and the farmers' market staff;
4. Through VDACS Regional Marketing Specialists, investigate complaints or violations and, in consultation with DARS-OAS, determine and administer appropriate sanctions or other corrective actions, as needed.

VI. Terms and Conditions

A. Sanctions

1. The Farmer may be subject to sanctions and/or disqualification for any S/FMNP abuse or violation of S/FMNP requirements. There are three types of Farmer Sanctions for violations of S/FMNP rules and the terms and conditions of the Farmer Agreement.
 - a. Non-payment – the Farmer is not paid for improperly transacted S/FMNP checks;
 - b. Suspension – the Farmer is suspended from accepting S/FMNP checks for the remainder of the season/year; and
 - c. Disqualification – the Farmer is suspended from the program for the remainder of the season/year and disqualified from applying for the program in the next season/year.
2. DARS-OAS maintains no obligation to reinstate a Farmer's authorization after disqualification. The Farmer must reapply to participate in the S/FMNP.
3. A Farmer who commits fraud or abuse of the S/FMNP is liable for prosecution under applicable Federal, State, and local laws.

B. Notification of Action

1. When DARS-OAS proposes action in response to S/FMNP abuse or violations against a Farmer, DARS-OAS shall give the respective Farmer a written notice. The notice shall:
 - a. State the violation or cause for the sanction;
 - b. State the effective date of the sanction;
 - c. State the procedure for the Farmer requesting an appeal; and
 - d. Be sent via US mail, return receipt requested, to the Farmer's mailing address of record.

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C. Appeals

1. Action that affects participation, except for agreement expiration, may be appealed. A Farmer may appeal:
 - a. Denial of the application;
 - b. A suspension; and
 - c. A disqualification.
2. A request for appeal must be in writing, signed by the Farmer or authorized agent, and shall
 - a. State the issue;
 - b. Contain a summary of the Farmer's position on the issue indicating why the sanction should be reversed;
 - c. State the name, address, and phone number of the Farmer requesting the appeal;
 - d. State the name, address, and phone number of the Farmer's representative or attorney, if one is involved; and
 - e. The decision will be made by DARS-OAS and VDACS program directors on the basis of the written appeal letter unless the Farmer requests in writing a hearing (meeting). If a hearing is requested, the Farmer shall state in writing his/her need for an interpreter or other special accommodations, if necessary.
3. Requests for appeal or fair hearing must be mailed to the S/FMNP Coordinator, 1610 Forest Avenue, Suite 100, Henrico, VA 23229. The request must be made in writing and postmarked not more than forty-five (45) days after the date of the Farmer's return receipt of the notice of action.
4. If a hearing is requested, the S/FMNP Coordinator will give the Farmer not less than fifteen (15) calendar days' notice of the scheduled time and location for the hearing.

D. Termination

Either party to this Agreement shall have the right to terminate the Agreement upon submission of a written notice to the other party. A written termination notice must be received fifteen (15) calendar days in advance of the date of termination and the ID stamp must be returned to DARS-OAS. Termination notices and the ID stamp from the Farmer shall be addressed to the S/FMNP Coordinator, 1610 Forest Avenue, Suite 100, Henrico, VA 23229.

E. Renewability

This Agreement is for the time period stated in Section IV above depending on availability of funds. The Farmer must complete a new application and enter into a new Agreement each year.

F. Non-transferability

This Agreement is not transferable to another farmer or family member.

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Signatures: I acknowledge that I understand and accept all terms of this Agreement. I further acknowledge that I have received and read the current *Farm Market Fresh* Handbook for Farmers and agree to comply with the principles and procedures and all current and future amendments.

ID STAMP #: _____

Farmer's Signature Date

Type Full Name

Address

City

State Zip

Primary Phone

Department for Aging and Rehabilitative Services

Kelly Wright, RDN, S/FMNP & Nutrition Program Coordinator Date

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Assurance of Civil Rights Compliance

The Farmer 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 State Agency 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 Farmer receives Federal financial assistance from the State Agency; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the Farmer agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the nondiscrimination laws, and to permit State Agency 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 State Agency 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 Farmer by the State Agency. 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 Farmer, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the State Agency. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Farmer.