

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

- I. This two season Agreement is between the **Department for Aging and Rehabilitative Services-Division for Aging Services**, hereinafter “**DARS-DAS**” and the person named below (pg. 5), referred to as the “**Farmer**” for the Senior and WIC Farmers’ Market Programs (S/FMNP), also referred to as the ***Farm Market Fresh*** Program. Through cooperative agreements with DARS-DAS, DARS-DAS’ **Agricultural Partners** are authorized to work with the **Farmer** to carry out certain functions of this Agreement. **DARS-DAS’ agricultural partners include: Virginia Department of Agriculture and Consumer Services**, hereinafter “**VDACS**”; **Virginia State University**, hereinafter “**VSU**”, and **Virginia Farmers Market Association**, hereinafter “**VAFMA**”.
- II. **DARS-DAS Contact:** *Farm Market Fresh* Coordinator  
Mailing Address: 1610 Forest Avenue, Suite 100  
Henrico, VA 23229  
Phone: (804) 774-9067  
Email: [sfmnp@dars.virginia.gov](mailto:sfmnp@dars.virginia.gov)
- III. **Period:** This Agreement is for June 1, 2024, through December 31, 2025. Either the Farmer or DARS-DAS may terminate this Agreement as described in Section VII (D) below. DARS-DAS 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 **DARS’ Agricultural Partners** and by **DARS-DAS**;  
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-DAS immediately for replacement;
2. Provide program related information to DARS-DAS, as required for periodic reporting to the US Department of Agriculture (USDA);
3. Assure that ***Farm Market Fresh*** checks are redeemed only for self- grown, eligible foods;

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4. Provide eligible foods at the current price or less than the price charged to other customers;
5. Accept *Farm Market Fresh* checks only within valid dates and submit them to the bank for payment within the dates marked on the checks;
6. Stamp using the Farmer Identification Stamp number issued, or electronically deposit checks using the QR code method.
7. Seek the *Farm Market Fresh* participant's signature on the check upon completion of the transaction;
8. Report lost or damaged ID stamps to DARS-DAS immediately for replacement;
9. Complete initial training in person or virtually with **DARS'- DAS or DARS' Agricultural Partners** on *Farm Market Fresh* principles and procedures prior to accepting checks;
10. Complete annual training on *Farm Market Fresh* principles and procedures by self-study of the farmer handbook, addendums, and announcements made available by DARS-DAS 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 *Farm Market Fresh* rules and procedures;
12. Accept checks only at authorized sites according to proper transaction procedures;
13. Reimburse DARS-DAS for any checks paid in violation of this Agreement;
14. Offer *Farm Market Fresh* participants the same prices and courtesies as other customers;
15. Comply with 7 CFR, Section 248.7 and 249.7 of the USDA regulations;
16. Not seek restitution from *Farm Market Fresh* participants for checks not paid by DARS-DAS, or returned by your bank for any reason;
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 *Farm Market Fresh* checks;
19. Not cash or deposit *Farm Market Fresh* checks that were accepted by a Farmer or other person who is not authorized to accept *Farm Market Fresh* checks;
20. Notify DARS-DAS and **DARS' Agricultural Partners** if the Farmer is no longer in business or is no longer participating in the ***Farm Market Fresh*** Program;
21. Be monitored by **DARS' Agricultural Partners** and/or **DARS-DAS** Representatives for compliance with *Farm Market Fresh* requirements, including overt (open) and covert (disguised) observations at the point of sales transactions and on-farm production visits;
22. Be sanctioned as outlined in the ***Farm Market Fresh*** Handbook if violations occur; and
23. Return the ID stamp to DARS-DAS if disqualified or no longer wishes to participate in the *Farm Market Fresh*;

**B. DARS-DAS shall:**

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1. Maintain a Cooperative Agreement with **DARS' Agricultural Partners**;
2. Contract with a banking service to reimburse *Farm Market Fresh* checks to the authorized farmers participating in the program;
3. Ensure payment of properly transacted *Farm Market Fresh* checks submitted by the authorized Farmer through normal banking procedures if the Farmer meets all the redemption requirements;
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. DARS' Agricultural Partners shall:**

1. Assist with the Farmer authorization process;
2. Monitor Farmer's *Farm Market Fresh* operations and transactions at the points of sale and Farmer's on-farm production;
3. Provide training on *Farm Market Fresh* rules and procedures for Farmers and the farmers' market staff;
4. Investigate complaints or violations and, in consultation with DARS-DAS, 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 *Farm Market Fresh* abuse or violation of *Farm Market Fresh* requirements. There are three types of Farmer Sanctions for violations of *Farm Market Fresh* rules and the terms and conditions of the Farmer Agreement.
  - a. Non-payment – the Farmer is not paid for improperly transacted *Farm Market Fresh* checks;
  - b. Suspension – the Farmer is suspended from accepting *Farm Market Fresh* 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-DAS maintains no obligation to reinstate a Farmer's authorization after disqualification. The Farmer must reapply to participate in *Farm Market Fresh*.
3. A Farmer who commits fraud or abuse of *Farm Market Fresh* is liable for prosecution under applicable Federal, State, and local laws.

**B. Notification of Action**

1. When DARS-DAS proposes action in response to *Farm Market Fresh* abuse or violations against a Farmer, DARS-DAS shall give the respective Farmer a written notice. The notice shall:

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- 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.

**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 collectively by DARS-DAS, and **DARS' Agricultural Partners**, including VDACS, VSU, and VAFMA 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 *Farm Market Fresh* 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 *Farm Market Fresh* 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-DAS. Termination notices and the ID stamp from the Farmer shall be addressed to the *Farm Market Fresh* Coordinator, 1610 Forest Avenue, Suite 100, Henrico, VA 23229.

**E. Renewability**

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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 every 2 years.

**F. Non-transferability**

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

**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 #:** \_\_\_\_\_  
(if applicable)

**Farmer's Signature**

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Farmer's Signature

Date

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Print or type full name

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Address

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City

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State

Zip

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Primary Phone

**Department for Aging and Rehabilitative Services**

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Kelly Wright, RDN, 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 (including gender identity and sexual orientation), 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.

**Non-Discrimination Statement**

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In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**  
U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or
2. **fax:**  
(833) 256-1665 or (202) 690-7442; or
3. **email:**  
[Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)

This institution is an equal opportunity provider.