



2025
WEST VIRGINIA
Senior Farmers Market Nutrition Program
FARMER Application

This packet contains all documents that must be completed and returned to be eligible to participate in the **2025 Senior Farmers Market Nutrition Program.**

Farmer Name and Address: _____

Contact Phone Number: _____

Counties of Roadside (Farm) Stand: _____

Checklist of forms included:

- 1. Farmer Application – all questions answered, signed and dated _____
- 2. Farmer Agreement – read and agree to all requirements, sign and date _____
- 3. Assurance of Civil Rights – read and agree to abide by Civil Rights, sign and date _____
- 4. Farmer Verification Form – complete for all produce you grow/sell _____

Applications that are incomplete or missing a signature will not be processed.

Return to: WV Department of Agriculture
Business Development Division
Attn: SFMNP
217 Gus R. Douglass Lane
Building 2, Suite 204
Charleston, WV 25312

West Virginia Senior Farmers Market Nutrition Program
Farmer Application
2025

As defined 7 CFR Part 249 of the Federal Register:

Community supported agriculture (CSA) program means a program under which a farmer or group of farmers grows food for a group of shareholders (or subscribers) who pledge to buy a portion of the farmer's crop(s) for that season. State agencies may purchase shares or subscribe to a community supported agriculture program on behalf of individual SFMNP participants.

Farmer means an individual authorized to sell eligible foods at participating farmers' markets and/or roadside stands, and through CSAs. Individuals who exclusively sell produce grown by someone else, such as wholesale distributors, cannot be authorized to participate in the SFMNP. A participating State agency has the option to authorize individual farmers or farmers' markets, roadside stands, and/or CSA programs.

Farmers' market means an association of local farmers who assemble at a defined location for the purpose of selling their produce directly to consumers. **PLEASE NOTE THIS REQUIRES A SEPARATE APPLICATION**

Roadside stand means a location at which an individual farmer sells his/her produce directly to consumers. This is in contrast to a group or association of farmers selling their produce at a farmers' market or through a CSA program. The term roadside stand may be used interchangeably with the term farmstand as defined in § 248.2 of this chapter.

Applicant certifies that it wishes to participate in the 2025 West Virginia Senior Farmers Market Nutrition Program (WVSFMNP). Applicant has received and read the **Farmer Guidebook** and agrees to comply with the rules and regulations within.

Applying as a: Please see below definitions:

____ CSA ____ Farmer ____ Roadside Stand (farmstand)

Farmer/Farm Stand/CSA _____

Contact Name _____

Mailing Address _____

City/State/Zip _____

Telephone _____ Email: _____

Counties of Market _____

Market Master (if applicable) _____

Do you, the vendor, personally grow at least 25% of the fresh produce offered for sale? Yes____ No____
Do you, the vendor, plan on selling honey? Yes____ No____ If yes, do you own your hives and have them registered? Yes____ No____

If you **don't own your hives**, who do you purchase your honey from and what is their company name (need beekeeper name and company name-ALL hives must be registered with WVDA)

Provide driving directions to the location your produce is grown.

What is the **EXACT** location where you will be operating to collect WVSFMNP benefits?

What will be the **month, days, and hours of operation**?

By signing this application, I hereby certify that the applicant is a farmer, roadside stand, or community supported agriculture program. I agree to allow the West Virginia Department of Agriculture to inspect any location the applicant vendor grows or sells produce at any time during the year the Farmer Agreement is in effect.

Applicant Signature: _____ Date: _____

Farmer Agreement

This Agreement is between _____ (“Farmer”) and the West Virginia Department of Agriculture (“WVDA”).

Background: Vendor is a farmer, roadside stand, or community supported agriculture program desiring to provide locally grown fresh fruits, vegetables and/or unprocessed honey, where permissible, to participants of the West Virginia Senior Farmers’ Market Nutrition Program (WVSFMNP), under regulations from the United States Department of Agriculture, Food and Nutrition Service authorized under the Hunger Prevention Act of 1988 (Public Law 100-435).

Farmer and WVDA hereby agree to the following terms and conditions:

- (1) The farmer, farmers' market and/or roadside stand shall:
 - (i) Provide such information as the State agency may require for its periodic reports to FNS;
 - (ii) Assure that SFMNP coupons are redeemed only for eligible foods;
 - (iii) Provide eligible foods at or less than the price charged to other customers;
 - (iv) Accept SFMNP coupons within the dates of their validity and submit such coupons for payment within the allowable time period established by the State agency;
 - (v) In accordance with a procedure established by the State agency, mark each transacted coupon with a farmer identifier. In those cases where the agreement is between the State agency and the farmer and/or roadside stand, each transacted SFMNP coupon shall contain a farmer identifier and shall be batched for reimbursement under that identifier. In those cases where the agreement is between the State agency and the farmers' market, each transacted SFMNP coupon shall contain a farmer identifier and be batched for reimbursement under a farmers' market identifier.
 - (vi) Accept training on SFMNP procedures and provide training to farmers and any employees with SFMNP responsibilities on such procedures;
 - (vii) Agree to be monitored for compliance with SFMNP requirements, including both overt and covert monitoring;
 - (viii) Be accountable for actions of farmers or employees in the provision of eligible foods and related activities;
 - (ix) Pay the State agency for any coupons transacted in violation of this agreement;
 - (x) Offer SFMNP participants the same courtesies as other customers;
 - (xi) Comply with the nondiscrimination provisions of USDA regulations as provided in §249.7; and
 - (xii) Notify the State agency if any farmer, farmers' market or roadside stand ceases operation prior to the end of the authorization period.

- (2) The farmer, farmers' market and/or roadside stand shall neither:
 - (i) Seek restitution from SFMNP participants for coupons not paid by the State agency; nor
 - (ii) Issue cash change for purchases that are in an amount less than the value of the SFMNP coupon(s); nor
 - (iii) Collect tax on SFMNP coupon purchases.

- (3) The CSA program shall:
 - (i) Provide such information as the State agency may require for its periodic reports to FNS;
 - (ii) Assure that SFMNP participants receive only eligible foods;
 - (iii) Provide eligible foods to their SFMNP shareholders at or less than the price charged to other customers;
 - (iv) Assure that the shareholder receives eligible foods that are of equitable value and quantity to their share;
 - (v) Assure that all funds from the State agency are used for planting of crops for SFMNP shareholders;
 - (vi) Provide to the State agency access to a tracking system that determines the value of the eligible foods provided and the remaining value owed to each SFMNP shareholder;
 - (vii) Assure that SFMNP shareholders/authorized representatives provide written acknowledgement of receipt of eligible foods;

- (viii) Accept training on SFMNP procedures and provide training to farmers and any employees with SFMNP responsibilities for such procedures;
- (ix) Agree to be monitored for compliance with SFMNP requirements, including both overt and covert monitoring;
- (x) Be accountable for actions of farmers or employees in the provision of eligible foods and related activities;
- (xi) Offer SFMNP shareholders the same courtesies as other customers;
- (xii) Notify the State agency immediately when the CSA program is experiencing a problem with its crops, and may be unable to provide SFMNP shareholders with the complete amount of eligible foods agreed upon between the CSA program and the State agency;
- (xiii) Comply with the nondiscrimination provisions of USDA regulations as provided in § 249.7; and
- (xiv) Notify the State agency if any CSA program ceases operation prior to the end of the authorization period.

(4) The CSA Program shall not substitute ineligible produce when eligible produce is unavailable.

(5) Neither the State agency nor the farmer, farmers' market, roadside stand, and/or CSA program has an obligation to renew the agreement. The State agency or the farmer, farmers' market, roadside stand and/or CSA program may terminate the agreement for cause after providing advance written notification.

(6) The State agency may deny payment to the farmer, farmers' market and/or roadside stand for improperly redeemed SFMNP coupons and may demand refunds for payments already made on improperly redeemed coupons.

(7) The State agency may demand a refund from any CSA program that fails to provide the full benefit to all SFMNP shareholders as specified in its contract, or that provides ineligible foods as substitutes for eligible foods.

(8) The State Agency may disqualify a farmer, farmers market, roadside stand and/or CSA for SFMNP violations. The farmer, farmers' market, roadside stand, and/or CSA program has the right to appeal a denial of an application to participate, a disqualification, or a SFMNP sanction by the State agency. Expiration of a contract or agreement with a farmer, farmers' market, roadside stand, and/or CSA program, and claims actions under § 249.29, are not appealable

(9) A farmer, farmers' market, roadside stand, and/or CSA program, which commits fraud or engages in other illegal activity is liable to prosecution under applicable Federal, State or local laws.

(10) Agreements may not exceed 1 year.

Farmer Signature

Date

WVDA Signature

Date

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 (20 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 United States Department of Agriculture, Department of Justice Enforcements Guidelines, and United States Department of Agriculture Food and Nutrition Services 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 West Virginia Senior Farmers Market Nutrition Program (WVSFMNP), 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 West Virginia Department of Agriculture personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the above non-discrimination laws. If there are any violations of this assurance, the West Virginia Department of Agriculture 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, grant 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 West Virginia Department of Agriculture. 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 West Virginia Department of Agriculture. The person whose signature appears below is authorized to sign this assurance on behalf of the FARMER.

Signature

Date

