



2023
WEST VIRGINIA
Senior Farmers Market Nutrition Program
FARMERS MARKET

This packet contains all documents that must be completed and returned to be eligible to participate in the **2023 Senior Farmers Market Nutrition Program**.

Farmers Market Name and Address: _____

Contact Name: _____

Contact Phone Number: _____

County of Farmers' Market: _____

Checklist of forms included:

- 1. Farmers Market Application – all questions answered, signed and dated _____
- 2. Vendor 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. Farmers Market 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: Angel Wallace
217 Gus R. Douglass Lane
Building 2, Suite 204
Charleston, WV 25312

West Virginia Senior Farmers Market Nutrition Program Farmers Market Application 2023

Applicant certifies that it wishes to participate in the 2023 West Virginia Senior Farmers Market Nutrition Program (WVFMNP). Applicant has received and read the **Farmer Guidebook** and agrees to comply with the rules and regulations within.

Farmers' Market _____
Contact Name _____
Mailing Address _____
City/State/Zip _____
Telephone _____ Email: _____
County 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 the WVDA)

Provide driving directions to the location your produce is grown.

If you are applying as a Local Farmer Cooperative (LFC), please provide the names of the farmers whose produce you have on consignment. If you are applying as a farmers' market, please provide the names of the constituent farmers in your market. (Attach additional pages if necessary.)

What is the **EXACT** location where you will be operating to collect WVFMNP coupons?

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

By signing this application, I hereby certify that the applicant is a farmers market. 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 Vendor Agreement is in effect.

Applicant Signature: _____ Date: _____

Vendor Agreement

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

Background: Vendor is a farmer, farm stand, farmers’ market, community supported agriculture program, or local farmer cooperative 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).

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

1. **Compliance.** Vendor will comply with all applicable provisions of the Farmer Guidebook, which is hereby incorporated in this agreement as if set forth verbatim.
2. **Duty to provide information.** Vendor will provide accurate and complete information to the Program or the Food & Consumer Service upon request. Vendor will provide such information as WVDA shall require for its periodic reports to FNS.
3. **Signature authority.** Vendor affirms that the individual signing on behalf of Vendor is authorized to do so. Upon request by WVDA, Vendor will supply documentation showing that the signing individual is authorized to bind Vendor.
4. **Reimbursement.** WVDA, through county senior centers, will issue eligible senior participants Benefits in predefined amounts. Vendor will accept Benefits as payment for eligible foods. WVDA will reimburse Vendor for the value on each properly redeemed WVSFMNP benefit. In the event of noncompliance with this Agreement or any of its terms, WVDA reserves the right to deny reimbursement.
5. **Monitoring.** WVDA and the West Virginia Department of Health and Human Resources (“DHHR”) will monitor WVSFMNP operations and provide written notification of observed violations.
6. **Training.** WVDA will arrange opportunities for WVSFMNP training.
7. **Disqualification.** The parties agree that WVDA may disqualify Vendor for violations of this Agreement or any federal, state or local law or rule.
8. **Appeal rights.** Vendor has the right to appeal any adverse action taken by WVDA.
9. **Termination.** WVDA may terminate this Agreement for any reason upon written notice to Vendor.
10. **Fraud or abuse.** If Vendor commits fraud upon or abuse of the WVSFMNP, Vendor will be liable to prosecution under applicable federal or state laws.
11. **No recourse from participants.** If a WVSFMNP coupon is rejected for payment by WVDA, Vendor agrees not to seek recourse from a WVSFMNP participant.
12. **Term.** The Term of this Agreement shall be from January 1, 2023, until December 31, 2023.
13. **Notifications.** Notifications required or permitted to be sent to Vendor under this Agreement shall be valid upon mailing certified, return receipt requested, to the address Vendor supplied on its application materials or to such address as Vendor shall have provided to WVDA. Such notifications shall be effective upon mailing, rather than upon receipt.
14. **Applicable law.** West Virginia law controls this Agreement without regard to conflicts of law principles.
15. **Assignment.** Vendor will not assign this agreement without the written permission of WVDA.
16. **Severability.** In the event any term or condition of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions shall remain in full force and effect.
17. **Integration.** This Agreement contains and represents the entire agreement between the parties and supersedes any and all prior agreements, whether oral or written, between WVDA and Vendor on the subject matter. Amendments shall be in writing signed by the parties.

Vendor Signature

Date

WVDA Signature

Date

Assurance of Civil Rights Compliance

The VENDOR 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 VENDOR receives federal financial assistance from the West Virginia Farmers Market Nutrition Program (WVFMNP), and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the VENDOR 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 VENDOR 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 VENDOR, 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 VENDOR.

Signature

Date



2023
WEST VIRGINIA
Senior Farmers Market Nutrition Program
FARMERS MARKET – CONSTITUENT FARMER

This packet contains all documents that must be completed and returned to be eligible to participate as a constituent farmer who accepts coupons at a farmers market in the **2023 West Virginia Senior Farmers Market Nutrition Program**.

Constituent Farmer Name and Address: _____

Contact Phone Number: _____

Farmers market applicant will participate under: _____

County of farmers market: _____

Checklist of forms included:

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

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

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Building 2, Suite 204
Charleston, WV 25312

West Virginia Senior Farmers Market Nutrition Program
Market-Farmer Agreement
Between

“Farmers Market”

Address

City, State, Zip

&

“Constituent Farmer” Name

Address

City, State, Zip

Phone

Email

This Market-Farmer Agreement (“Agreement”) is made and effective between the above Farmers Market and Constituent Farmer.

Background: Farmers Market is a vendor participating in, or applying to participate in, the West Virginia Senior Farmers Market Nutrition Program (“WVSFMNP”), administered by the West Virginia Department of Agriculture (“WVDA”). Farmers Market has entered into, or will enter into, a Vendor Agreement with WVDA to provide locally grown fresh fruits, vegetables and/or unprocessed honey, where permissible, to participants of the West Virginia Senior Farmers Market Nutrition Program, under regulations from the United States Department of Agriculture, Food and Nutrition Service (“FNS”) authorized under the Hunger Prevention Act of 1988 (Public Law 100-435). Constituent Farmer desires to provide such locally grown fresh fruits, vegetables and/or unprocessed honey, where permissible, to WVSFMNP participants as a constituent farmer under Farmers Market’s WVSFMNP authorization.

Farmers Market and Constituent Farmer hereby agree to the following terms and conditions:

1. **Compliance.** Constituent Farmer will comply with all applicable provisions of the Farmer Guidebook, which is attached to this Agreement as **Exhibit A** and hereby incorporated in this agreement. Constituent Farmer affirms and represents that it has read the Farmer Guidebook and has the capacity to comply.
2. **Duty to provide information.** Constituent Farmer will provide accurate and complete information to Farmers Market, WVDA, and the Food & Consumer Service upon request. Constituent Farmer will provide such information as WVDA shall require for its periodic reports to FNS.
3. **Signature authority.** Constituent Farmer affirms that the individual signing on behalf of Constituent Farmer is authorized to do so. Upon request by Farmers Market or WVDA, Constituent Farmer will supply documentation showing that the signing individual is authorized to bind Constituent Farmer.
4. **Farmer Identifier.** Constituent Farmer will appropriately affix its farmer identifier, as appears in the top, right corner of this Agreement, on each WVSFMNP coupon it accepts. Constituent Farmer will then present the coupon to the Farmers Market.
5. **Reimbursement.** Farmers Market shall reimburse Constituent Farmer for the value of each properly redeemed WVSFMNP benefit for which Farmers Market is reimbursed by WVDA.
6. **Monitoring.** Constituent Farmer will permit WVDA to monitor WVSFMNP operations.

7. **Training.** Constituent Farmer will accept WVSFMNP training.
8. **Termination.** Either party may terminate this Agreement upon 15 days' written notice. In the event Farmers Market's Farmer Agreement with WVDA is terminated or expires, this Market-Farmer Agreement shall terminate effective the same date. Farmers Market will promptly notify Constituent Farmer of any such termination.
9. **Cessation.** Constituent Farmer will promptly notify Farmers Market if Constituent Farmer ceases business operations.
10. **Fraud or abuse.** If Constituent Farmer commits fraud upon or abuse of the WVSFMNP, Constituent Farmer will be liable to prosecution under applicable federal or state laws.
11. **No recourse from participants.** If a WVSFMNP benefit is rejected for payment by WVDA, Constituent Farmer agrees not to seek recourse from a WVSFMNP participant.
12. **Term.** The Term of this Agreement shall be from January 1, 2023, until December 31, 2023.
13. **Notifications.** Notifications required or permitted to be sent under this Agreement shall be valid upon mailing certified, return receipt requested, to the addresses provided by the parties above, or upon hand delivery.
14. **Applicable law.** West Virginia law controls this Agreement without regard to conflicts of law principles.
15. **Assignment.** The parties will not assign this agreement without the written permission of WVDA.
16. **Severability.** In the event any term or condition of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions shall remain in full force and effect.
17. **Integration.** This Agreement contains and represents the entire agreement between the parties and supersedes any and all prior agreements, whether oral or written, between the parties on the subject matter. Amendments shall be in writing signed by the parties.

Constituent Farmer Signature *Date*

Farmers Market Signature *Date*

WVDA Signature *Date*

EXHIBIT A

Farmer Guidebook

[Must be attached.]

Assurance of Civil Rights Compliance

The CONSTITUENT 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 CONSTITUENT FARMER receives federal financial assistance from the West Virginia Farmers Market Nutrition Program (WVFMNP), and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the CONSTITUENT 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 CONSTITUENT 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 CONSTITUENT 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 CONSTITUENT FARMER.

Signature

Date

VENDOR VERIFICATION FORM

Please list the fruits and/or vegetables that are offered for sale and the amount planted (acreage, etc.) If more room is needed please attach a separate sheet.

Fruit/Vegetable Sold	Acreage you Grow	Amount Purchased For Sale
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

List where and from whom you purchase your additional produce: _____

ALL PAPERWORK MUST BE COMPLETED IN ITS ENTIRETY AND RETURNED BY MARCH 31, 2023
If any required information is omitted or signatures are missing, the application will not be processed.

This institution is an equal opportunity provider.