

# 2025 West Virginia Farmers Market Nutrition Program Farmer Guidebook



Funded by the United States Department of Agriculture-Food & Nutrition Service



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## I. WHAT IS THE WEST VIRGINIA FARMERS MARKET NUTRITION PROGRAM?

The West Virginia Women, Infants and Children Farmers Market Nutrition Program (WIC FMNP) and the West Virginia Senior Farmers Market Nutrition Program (SFMNP) provide fresh, unprocessed fruits, vegetables, and herbs to eligible participants. Together, the WIC FMNP and the SFMNP are referred to as the West Virginia Farmers Market Nutrition Program (WVFMNP). The West Virginia Department of Agriculture (WVDA) and/or the Department of Health, Office of Nutrition Services (WVDOH ONS) authorizes farmers, farmers markets, farm stands, to accept WVFMNP benefits (WIC & SFMNP) in exchange for locally grown unprocessed fresh fruits and vegetables in counties where the WVFMNP is operating. Eligible participants take their benefits to authorized farmers, farmers markets, farm stands, or local farmer cooperatives and redeem them for produce.

WVFMNP has transitioned to a Bank Free, Internet Based Solution/ Electronic Redemption Model to redeem WIC & SFMNP benefits. Please note that **you must have internet connectivity at the location you accept the WIC FMNP benefits** as the benefits will be assigned to the participant via a WIC EBT card and redeemed by the farmer via Electronic Benefit Transfer (EBT). You are **NOT** required to have internet connectivity at the location you accept benefits for the SFMNP as participants will have a tear off coupon with a Unique Voucher Serial Number that you may retain. If you have a smart device and internet connectivity you can input the Serial Number at the time the benefit is utilized, however for WV SFMNP it is not mandatory. If you do not have a smart device, you will manually type in the unique voucher serial number into the portal for redemption from another device such as a home computer. Has this been updated with QR language? Or is there still a serial number on the benefit?

### **LAST DAY FOR VENDORS TO REDEEM SFMNP BENEFITS IS NOVEMBER 17, 2025.**

For 2025, benefits may be accepted beginning on June 1, 2025, and ending on October 31, 2025. **ALL APPLICATIONS FOR THE 2025 SEASON MUST BE COMPLETE AND SUBMITTED BY NO LATER THAN APRIL 15, 2025. Late applications will not be accepted. ALL TRAINING MUST BE COMPLETED BY MAY 26, 2025.** WVFMNP is funded through the United States Department of Agriculture, Food & Nutrition Service and the State of West Virginia. The West Virginia Department of Health, Office of Nutrition Services (DOH ONS) administers the WIC FMNP, while WVDA administers the SFMNP. Questions regarding the WIC FMNP should be directed to DOH's WIC FMNP Coordinator at 304-558-1115, and questions regarding the SFMNP should be directed to WVDA [SeniorFarmersMarket@wvda.us](mailto:SeniorFarmersMarket@wvda.us), or to the attention of Business Development, at 304-558-2210.

## II. VENDOR AUTHORIZATION GUIDANCE

To participate in the 2025 WVFMNP, farmers, farmers markets, farm stands, and local farmer cooperatives (collectively, “vendors”) must be authorized by WVDA. This guide governs authorization and responsibilities of vendors.

### 1. DEFINITIONS

- a) **ACH Payments** stands for Automated Clearing House, a U.S. financial network used for electronic payments and money transfers. Also known as “direct payments,” ACH payments are a way to transfer money from one bank account to another without using paper checks, credit card networks, wire transfers, or cash.
- b) **Bank Free, Internet Based Solution/Electronic Redemption Model** is an entity, separate from the WVDA and DHHR ONS, that is internet based, capable of clearing benefit transactions and making weekly payments via wire transfer or ACH payment. **WVFMNP vendors who accept WIC will utilize the CDP, Inc.’s Farm Market Direct solution as their Electronic Redemption Model for 2025. WVFMNP vendors who accept SFMNP benefits will utilize CDP, Inc. as their Electronic Redemption Model for 2025.**
- c) **Benefits** is a payment provided to a participant via a coupon or card with a QR code for SFMNP or WIC to redeem for fresh fruits and vegetables.
- d) **Community Supported Agriculture (CSA)** is 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.
- e) **Constituent farmer** is a farmer who accepts WVFMNP benefits under a farmers market authorized by WVFMNP. A farmer who is independently authorized by WVFMNP is not a constituent farmer.
- f) **Farmer** is 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.
- g) **Farmers Market** is 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**
- h) **Internet Connectivity** refers to the way people are hooked up to the Internet, and may include dial-up telephone lines, always-on broadband connections, and wireless devices.
- i) **Local Farmer Cooperative** is a person acting as an agent for the farmer, taking his produce on consignment and selling his local produce. A farmer placing his produce on consignment must be paid the full value of the produce sold. Any fees must be paid over and above this amount.

- j) **Locally grown produce** means produce grown either in the state of West Virginia or within 50 miles of the West Virginia border.
- k) **Market-farmer agreement** is an agreement between a farmers market and a constituent farmer permitting the constituent farmer to accept benefits under the farmers market's WVFMNP authorization.
- l) **Participant** is a person who meets the eligibility requirements of the SFMNP or WIC FMNP and to whom benefits have been issued.
- m) **QR Code** is a machine-readable code consisting of an array of black and white squares, typically used for storing URLs or other information for reading by the camera on a smartphone.
- n) **Roadside Stand or Farm Stand** is 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.
- o) **Smart Device** is an electronic device, generally connected to other devices or networks via different wireless protocols (such as Bluetooth, Zigbee, near-field communication, Wi-Fi, LiFi, or 5G) that can operate to some extent interactively and autonomously.
- p) **Smart Phone** is a mobile phone that performs many of the functions of a computer, typically having a touchscreen interface, internet access, and an operating system capable of running downloaded applications.
- q) **Unique Voucher Serial Number** is the serial number printed only on the SFMNP coupon that may be utilized for the clearing of SFMNP benefits by the farmer if the QR Code is not utilized for benefit redemption.
- r) **Vendor** is a farmer, farmers market, roadside stand, CSA, or local farmer cooperative. Each of these terms are defined separately under Definitions.
- s) **WIC EBT** is an electronic system that replaces paper vouchers with a card for food benefit issuance and redemption at authorized WIC grocery stores.
- t) **WIC EBT Card** is the card that all WIC benefits, including WIC FMNP, are issued on.
- u) **Wire Transfer** which are also known as wire payments, allow money to be moved quickly and securely without the need to exchange cash. They allow two parties to transfer funds even if they're in different (geographic) locations safely. A transfer is usually initiated from one bank or financial institution to another.

## 2. VENDOR ELIGIBILITY

- a) **General requirements.** An eligible Vendor must: (1) submit a complete application and a signed agreement; (2) timely satisfy WVFMNP training requirements and submit documentation of such training to WVDA/DOH ONS; and (3) receive an authorization letter.

- b) Please note that to accept the WIC benefits **you must have internet connectivity at the location you accept the benefits** as the benefits will be assigned to the participant and redeemed by the farmer via Electronic Benefit Transfer (EBT). Participants that are eligible for the WIC FMNP will have a WIC EBT card with a QR Code that the farmer will scan with the smart device at the time the benefit is utilized. All benefits are redeemed through an on-line portal that will require a separate application and you will have to provide potentially Personally Identifiable Information (PPI).
- c) Please note that to accept SFMNP benefits you are **NOT** required to have internet connectivity at the location you accept benefits as the SFMNP participants will have a tear off coupon with a QR Code that you may retain. If you have a smart device and internet connectivity you can scan the QR Code at the time the benefit is utilized, however for WV SFMNP it is not mandatory. If you do not have a smart device, you will manually type in the unique voucher serial number into the portal for redemption from another device such as a home computer. All benefits are redeemed through an online portal/electronic redemption model that will require a separate application and you will have to provide potentially Personally Identifiable Information (PPI).
- d) **Duration of authorization.** SFMNP Vendor authorization is valid for one year only. SFMNP Vendors must request authorization each fiscal year by submitting new application materials. WIC authorization is valid for three years.

### 3. TRAINING

- a) **Annual training.** WVDA will conduct annual online WVFMNP trainings for vendors. **ALL** vendors must successfully complete WVFMNP online training in 2025 before they may be authorized. **Any required training must be completed by May 26, 2025. Link will be shared at the WVDA website, [West Virginia Department of Agriculture \(wv.gov\)](http://West Virginia Department of Agriculture (wv.gov)), when available.**
- b) **Scope of training.** Training will include listing of eligible and ineligible foods, proper rules and procedures concerning participation in the WVFMNP, and proper benefit redemption procedures. Civil rights training will be conducted. Farmers must sign and submit a Farmer Verification Form acknowledging receipt of all required training. Program requirements, sanctions, and applicable federal and state laws will be discussed. Training will cover both SFMNP and WIC FMNP benefits.

### 4. APPLICATION

- a) **Application required.** Vendor must submit a completed application to WVDA for SFMNP and/or to DOH ONS for WIC by **April 15, 2025**, for each program they are applying to accept benefits for. All required information must be submitted, or the applicant vendor will be deemed ineligible for authorization. WVDA and/or DOH ONS will review each application for completeness and eligibility.
- b) **Vendor Agreement.** Vendor must submit a signed Vendor Agreement to WVDA and/or DOH ONS by **April 15, 2025**. If the Vendor is authorized, WVDA and/or DOH ONS will sign the Vendor Agreement and return a copy to Vendor. Once signed, Vendor is responsible for complying with the Vendor Agreement in its entirety. The Vendor Agreement is not assignable by Vendor.

## 5. AUTHORIZATION

- a) **Approval.** If a Vendor has timely submitted all application materials and completed all requirements, Vendor will be authorized to accept WVFMNP benefits. WVDA and/or DOH ONS will send authorized vendors an approval letter and a WVFMNP poster. No Vendor may accept WVFMNP benefits until the Vendor has received this approval letter.

## 6. SPECIAL REQUIREMENTS FOR FARMERS MARKETS

- a) **No cap on constituent farmers.** Any number of constituent farmers in a farmers market may accept WVFMNP benefits, so long as all produce is fresh, unprocessed, and locally grown.
- b) **Farmers Market Verification Form.** In addition to the requirements of all vendors, a farmers market must complete the Farmers Market Verification Form listing with (1) all constituent farmers and (2) the produce that is sold by its constituent farmers.
- c) **Farmer identifiers.** A farmers market must issue each constituent farmer a unique farmer identifier and provide a list of all issued farmer identifiers to WVDA. The farmers market must update its list of farmer identifiers anytime the list changes.
- d) **Reimbursement of constituent farmers.** A farmers market shall reimburse each constituent farmer 100% of the face value of all benefits for which the farmers market is reimbursed.
- e) **Training responsibility.** A farmers market must ensure that all of its constituent farmers receive all required WVFMNP training.
- f) **Market-farmer agreements.** A farmers market must enter into a market-farmer agreement with each of its constituent farmers. Each constituent farmer must sign an Assurance of Civil Rights Compliance between the constituent farmer and farmers market and agree to abide by the rules and regulations of the program. The farmers market must provide copies of all market-farmer agreements to WVDA upon application and promptly whenever a new market-farmer agreement is signed.

## 7. MONITORING

- a) **Monitoring.** WVDA and DOH ONS will separately conduct, and authorized WVFMNP Vendors must permit, periodic, unannounced monitoring to determine if vendors are complying with this Farmer Guidebook and WIC FMNP and SFMNP laws, rules and procedures. If violations are found, sanctions will be imposed according to the WVFMNP Sanction Policy.
- b) **Complaints.** WVDA and DOH ONS may initiate monitoring upon receipt of a complaint against a particular Vendor.
- c) **Responsibility for violations.** Vendor is responsible for all violations of its employees, agents, and other representatives. It is the vendor's responsibility to ensure all employees, agents and representatives are trained on and capable of complying with all WVFMNP requirements.
- d) **Violations by farmers markets.** Authorized farmers markets are responsible for the violations of its constituent farmers who are not otherwise authorized. Authorized farmers markets are required to monitor their constituent farmers for compliance with program requirements.

## 8. PAYMENT PROCEDURES

- a) **Vendor deposits.** Vendor is responsible for utilizing the Bank Free, Internet Based Solution/Electronic Redemption Model for the redemption of benefits. Vendor is responsible for any fees. Benefits **CANNOT** be redeemed at any financial institution, **ONLY** through the Bank Free, Internet Based Solution/Electronic Redemption Model. **WVFMNP farmers who accept WIC AND/OR SFMNP will utilize CDP, Inc. Farm Market Direct as their Bank Free, Internet Based Solution/Electronic Redemption Model.**
- b) **Deposit credit.** The vendor's bank account will be credited with the amount of deposit once a week. Benefits may be redeemed daily or weekly, however payments will only be made **once a week** by CDP, Inc. via wire transfer or ACH payment. WIC vendors accounts will be credited on Wednesday of each week.
- c) **Deadlines.** Benefits may be accepted between June 1, 2025, and October 31, 2025. **Benefits must be redeemed no later than November 17, 2025.**

## 9. OPERATIONAL REQUIREMENTS

- a) **Compliance required.** WVFMNP will only reimburse vendors who accept benefits in full compliance with program rules and regulations, including all parts of this Farmer Guidebook and the Vendor Agreement. Violations of this Farmer Guidebook and the Vendor Agreement may subject the vendor to sanctions, including disqualification.
- b) **Locations accepted.** To facilitate monitoring by WVFMNP, vendor shall accept benefits only at the locations listed on vendor's application.
- c) **Eligible foods.** Only fresh, locally grown unprocessed fruits and vegetables shall be purchased with WVFMNP benefits. Unprocessed honey may be purchased using SFMNP benefits, but **not** using WIC FMNP benefits.
- d) **Vendor-grown produce. At least twenty-five percent (25%) of the produce sold by a Vendor must be grown by the Vendor.** The remainder must be locally grown by a local producer.
- e) **No discrimination.** Vendors shall not subject participants to abusive or discriminatory treatment or practices.
- f) **No cash or credit.** If there is value remaining with the benefit, vendors shall not provide any change or cash back.
- g) **Duty of truthfulness.** Vendor shall provide accurate and complete information to the WVFMNP and the United States Department of Agriculture, Food and Nutrition Service.
- h) **Marking of prices.** Vendor shall mark prices clearly on all WVFMNP fruits and vegetables.
- i) **Posters.** Vendor shall assure that WVFMNP materials, including the WVFMNP poster is utilized and prominently displayed.
- j) **Bee colony registration.** Vendors selling honey must have their colonies registered with WVDA or list the name of the apiarist whose honey they are selling.



- k) **Financial responsibility for violations.** Vendor will pay the WVFMNP for any benefits transacted in violation of the Vendor Agreement in an amount sufficient to make the WVFMNP whole.
- l) **Cessation.** Vendor shall notify the WVDA promptly if the Vendor ceases operation during the period that benefits may be accepted (June 1-October 31, 2025).
- m) **Same Treatment.** Vendor shall not engage in differing treatment of WVFMNP participants compared to non-WVFMNP customers. Vendors shall not charge WVFMNP participants higher prices than non-WVFMNP customers.
- n) **Nondiscrimination.** Vendor shall comply with all applicable USDA nondiscrimination provisions.
- o) Please note that to accept the WIC benefits **you must have Internet connectivity at the location you accept the benefits** as the benefits will be assigned to the participant and redeemed by the farmer via Electronic Benefit Transfer (EBT). Participants that are eligible for the WIC FMNP will have a WIC EBT card with a QR Code that the Vendor will scan with the smart device at the time the benefit is utilized. All benefits are redeemed through an on-line portal/Electronic Redemption Model that will require a separate application and you will have to provide potentially Personally Identifiable Information (PPI). Benefits **CANNOT** be redeemed any other way.
- p) Please note that to accept SFMNP benefits you are NOT required to have internet connectivity at the location you accept benefits as the SFMNP participants will have a tear off coupon with a QR Code that you may retain. If you have a smart device and internet connectivity you can scan the QR Code at the time the benefit is utilized, however for WV SFMNP it is not mandatory. If you do not have a smart device, you will manually type in the unique voucher serial number into the portal for redemption from another device such as a home computer. All benefits are redeemed through an online portal that will require a separate application and you will have to provide potentially Personally Identifiable Information (PPI).

## 10. RESPONSIBILITIES OF WVDA AND DOH

- a) **Reimbursement.** WVDA will reimburse vendors for the value on each properly redeemed SFMNP benefit through CDP, Inc.'s Electronic Redemption Model. DOH ONS will reimburse vendors for the value on each properly redeemed WIC FMNP benefit through CDP, Inc.'s Farm Market Direct solution.
- b) **Monitoring.** WVDA will monitor SFMNP operations and provide written notification of noncompliance observations involving vendors. DOH ONS will monitor WIC FMNP operations and provide written notification of noncompliance observations involving vendors.
- c) **Training.** WVDA and DOH ONS will offer opportunities for vendors to receive WVFMNP training. Annual training is MANDATORY and available only online for all 2025 participants.
- d) **Enforcement.** WVDA and DOH ONS will deny reimbursement for noncompliance with this Farmer Guidebook and WVFMNP laws, rules and policies as appropriate.

## 11. GENERAL CONDITIONS

- a) **Termination of participation.** WVDA and DOH ONS shall have the right to terminate vendor's participation in the WVFMNP at any time and for any reason. WVDA or DHHR ONS will provide the Vendor written notice of any termination.
- b) **Fraud.** A Vendor who commits fraud or abuse of the WVFMNP is liable to prosecution under applicable federal or state laws and may be subject to WVFMNP consequences up to and including termination of the Vendor Agreement.
- c) **Refusal to reimburse.** In the event WVDA or DOH ONS refuses to reimburse a benefit, the Vendor shall not seek recourse from WVDA, DHHR ONS, the State of West Virginia, or the participant.

## 12. SANCTIONS

- a) **Violations.** Documented violations of WVFMNP rules and regulations will result in the assessment of sanction points against the Vendor.
- b) **Sanction points cumulative.** Sanction points will be applied cumulatively during the contract period. Sanction points incurred under SFMNP will not be added to points incurred under WIC FMNP, and points incurred under WIC FMNP will not be added to points incurred under SFMNP.
- c) **Sanctions schedule.** As points are accumulated, the following sanctions will be imposed:
  - 1 Point – A warning will be sent to the vendor.
  - 5 Points – An additional warning will be sent to the vendor.
  - 10 Points – An additional warning will be sent to the vendor.
  - 20 Points – An additional warning will be sent to the vendor.
  - 30 Points – Vendor will be disqualified from WVFMNP participation for a period of up two years.
- d) Sanction points will be assessed in accordance with the following table:

### 30 Points

- Providing cash or credit for redemption of benefits.
- Charging the WVFMNP for food that participant did not receive.
- Refusal to remit for overcharges or any other sum due the WVFMNP.
- Sanctioning or disqualification by any other program administered by or through the United States Department of Agriculture, Food and Nutrition Service.
- Providing participant unauthorized products.
- Refusal to be monitored.
- Failure to accept or attend required training.
- Charging WVFMNP participants more for products than non-WVFMNP customers.
- Failure to offer approved products for sale.
- Providing false or misleading information on application.
- Refusal to honor a valid benefit.

### 10 Points

- Failure to comply with non-discrimination policies.
- Providing rain check or using a coupon for due bill.
- Violating confidentiality of participant.

### 5 Points

- Failure to display required posters.

## 1 Point

- Acceptance of benefits before or after the valid date range.
- Failing to price authorized food.

d) **Other violations.** Any activity on the part of the Vendor which violates any provision of the Vendor Agreement or this Farmer Guidebook that is not specifically addressed in this section will be considered to be a breach of the Vendor Agreement. WVDA and/or DOH ONS may terminate the Vendor Agreement immediately, which shall disqualify the Vendor.

### 13. DISQUALIFICATION AND INELIGIBILITY

Administrative appeal requirements of State agency decisions under 7 CFR 249.16(d) requires the State agency:

The State agency hearing procedure shall at a minimum provide the participant, local agency or farmer, farmers' market, roadside stand, and/or CSA program with the following:

- (1) Written notification of the adverse action, the cause(s) for the action, and the effective date of the action, including the State agency's determination of whether the action shall be postponed under paragraph (c) of this section if it is appealed, and the opportunity for a hearing. Such notification shall be provided within a reasonable timeframe established by the State agency and in advance of the effective date of the action.
  - (2) The opportunity to appeal the action within the time specified by the State agency in its notification of adverse action.
  - (3) Adequate advance notice of the time and place of the hearing to provide all parties involved sufficient time to prepare for the hearing.
  - (4) The opportunity to present its case and at least one opportunity to reschedule the hearing date upon specific request. The State agency may set standards on how many hearing dates can be scheduled, provided that a minimum of two hearing dates is allowed.
  - (5) The opportunity to confront and cross-examine adverse witnesses.
  - (6) The opportunity to be represented by counsel or, in the case of a participant appeal, by a representative designated by the participant, if desired.
  - (7) The opportunity to review the case record prior to the hearing.
  - (8) An impartial decision maker, whose decision as to the validity of the State agency's action shall rest solely on the evidence presented at the hearing and the statutory and regulatory provisions governing the SFMNP. The basis for the decision shall be stated in writing, although it need not amount to a full opinion or contain formal findings of fact and conclusions of law.
  - (9) Written notification of the decision in the appeal, within 60 days from the date of receipt of the request for a hearing by the State agency.
- a) **Disqualification.** If a vendor has incurred at least 30 sanction points in one fiscal year or is otherwise disqualified, WVDA and/or DOH ONS shall send a notice of disqualification which

shall disqualify the Vendor from further participation in the WVFMNP for a period of up to two years.

- b) **Ineligibility.** If WVDA and/or DOH ONS determines that a Vendor is ineligible for authorization, it will send a notice of ineligibility to the Vendor.
- c) **Notice of disqualification or ineligibility.** The sanctioning agency will send a notice of disqualification or ineligibility to a Vendor by certified mail, return receipt requested. Such notice will explain the cause, explain vendor's right to appeal, and state the deadline for demanding such appeal.
- d) **When notice effective.** A notice of disqualification or ineligibility will be effective upon mailing to the last known mailing address of Vendor, regardless of whether actually received by Vendor. The sanctioning agency may, but is not required to, send a copy of the notice to Vendor via e-mail.
- e) **Appeal.** A disqualified or ineligible Vendor may choose to appeal its disqualification by sending a request for an appeal in writing to the sanctioning agency. Appeals related to SFMNP shall be sent to WVDA, and appeal demands related to WIC FMNP shall be sent to DHHR ONS.
- f) **Warning not appealable.** A warning sent to a Vendor who has incurred fewer than 30 sanction points is not an adverse action and is not subject to appeal. If the Vendor is later disqualified, all points incurred during the fiscal year are appealable at that time.
- g) **Expiration not appealable.** Expiration of the Vendor Agreement is not subject to appeal.
- h) **Time to appeal.** Vendor shall have 30 days from the date of mailing to appeal a notice of disqualification or ineligibility.
- i) **Postponement of adverse action.** At the WVFMNP's option, the disqualification or ineligibility may be postponed. WVFMNP's determination shall depend on whether participants would be unduly inconvenienced by the adverse action.
- j) **Validity of appeal.** An appeal shall be valid if it is received in a timely manner and states a basis for appeal that is not precluded by this Farmer Guidebook.
- k) **Scheduling of hearing.** Upon receipt of a valid appeal, the sanctioning agency will schedule a hearing, which shall be held within 30 days of receipt of such demand. The sanctioning agency shall provide Vendor written notice of the time and place of the hearing a minimum of 10 days prior to the hearing.
- l) **Appeal procedures.** All SFMNP appeal procedures will follow the requirements of 7 C.F.R. § 249.16. All WIC FMNP appeal procedures will follow the requirements of 7 C.F.R. § 248.16.
- m) **Hearing decision.** The hearing examiner will issue a decision within 60 days from the date WVFMNP received the request for appeal. If the decision is in a disqualified Vendor's favor, the Vendor will immediately be reauthorized. If the decision is in an ineligible vendor's favor, the WVFMNP will process the vendor's authorization within two business days. If the decision is in the favor of the WVFMNP, the Vendor will remain disqualified or ineligible for the duration specified by the WVFMNP.

n) **Effect of disqualification.**

- 1) A Vendor disqualified from the SFMNP is also disqualified from the WIC FMNP.
  - 2) A Vendor disqualified from the WIC FMNP is also disqualified from the SFMNP.
  - 3) A Vendor who is disqualified from the WVFMNP at one market, roadside stand, or CSA program in West Virginia shall not participate in the WVFMNP at any other farmers market, roadside stand or CSA program in West Virginia during the disqualification period.
  - 4) A Vendor disqualified from participation in any United States Department of Agriculture, Food and Nutrition Service Program, or assessment of a civil penalty in the Food Stamp Program will automatically disqualify the vendor from the WVFMNP.
- o) **Parallel proceedings.** The imposition of sanctions on vendors shall not be construed as excluding or replacing any criminal or civil sanctions or other remedies that may be applicable under any federal or state statute or local ordinance.

### **III. DRUG FREE WORK POLICY**

The WVFMNP requires each authorized Vendor to comply with WVDA's Drug and Alcohol Free Workplace policy as published on WVDA's website at [Senior Farmers Market Nutrition Program : West Virginia Department of Agriculture \(wv.gov\)](#).

### **IV. CIVIL RIGHTS**

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, 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: [U.S. Department of Agriculture USDA Program Discrimination Complaint Form](#), 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:

mail:

U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or

fax: (833) 256-1665 or (202) 690-7442; or  
email: [Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)

This institution is an equal opportunity provider.

# 2025

## West Virginia Farmers Market Nutrition Program (WVFMNP)

### Eligible Food List

<u>Fresh Vegetables</u>		<u>Fresh Fruits</u>	<u>Fresh Herbs</u>
Artichokes	Lettuce	Apples	Basil
Asparagus	Mushrooms	Apricots	Chives
Beans	Mustard	Blackberries	Cilantro
Beets	Okra	Blueberries	Dill
Broccoli	Onions	Cantaloupes	Garlic
Brussels Sprouts	Parsnips	Cherries	Horseradish
Cabbage	Peas	Grapes	Mint
Carrots	Peppers	Honeydew Melon	Oregano
Cauliflower	Potatoes	Nectarines	Parsley
Celery	Pumpkins	Peaches	Rosemary
Collard Greens	Radishes	Pears	Sage
Corn	Rhubarb	Plums	Thyme
Cucumbers	Rutabaga	Raspberries	Marjoram
Endive	Spinach	Strawberries	
Eggplant	Squash/Zucchini	Watermelon	
Kale	Tomatoes		
Kohlrabi	Turnips	Unprocessed Honey	
Leeks	Yams	(excludes WIC)	

Any fruit, vegetable, or herb that can be produced in or below USDA Hardiness Zone 6 is eligible for sale within this program.

**WVFMNP benefits CANNOT be used to purchase baked goods, jams, jellies, cider, juices, popcorn, flowers, dried beans, eggs, gourds, nuts, plants, butter or ornamental corn. WIC participants cannot purchase unprocessed honey with benefits.**

**Farmers have been provided with the list of eligible fruits and vegetables. Participants MUST NOT ask farmers to sell goods that are not on the eligible food list.**

**Selection and type of fruits and vegetables depends upon weather and season.**

This institution is an equal opportunity provider.



**WEST VIRGINIA DEPARTMENT OF AGRICULTURE  
FARMERS MARKET NUTRITION PROGRAM**

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