

WIC FARMERS AGREEMENT

This agreement is entered into on the _____ day of _____, _____, between the Oklahoma State Department of Health (OSDH), by virtue of authority granted to it in 63 O.S. 1991, 106 (b) (12) and _____ by and through its owner/officer, hereinafter Farmer. The purpose of this agreement is to provide authorized fresh fruits and vegetables to eligible persons through the Women, Infants, and Children (WIC) Program.

A. Farmer Responsibilities:

1. Assure the Cash-Value Benefit (CVB) is only redeemed for eligible fruits and vegetables as defined by OSDH.
2. Provide eligible fruits and vegetables at the current price or less than current price charged to other customers.
3. Accept the CVB on or between the "First Day to Use" and the "Last Day to Use" and submit such CVBs for payment within 30 days of the "Last Day to Use."
4. Ensure purchase price is entered on the CVB in ink prior to requesting signature from WIC participant, parent, caretaker of child participant, or proxy.
5. Verify the signature on the CVB (signed in the presence of the cashier) agrees with the authorized signature on the WIC ID Folder.
6. Accept training on CVB procedures and provide training to all employees with CVB responsibilities on such procedures.
7. Agree to be monitored for compliance with program requirements, including both overt and covert monitoring.
8. Be accountable for actions of employees in the provision of authorized foods and related activities.
9. Pay OSDH for any CVBs transacted in violation of this agreement.
10. Offer WIC participants, parents, caretakers of child participants, and proxies the same courtesies as other customers.
11. Comply with the non-discrimination provisions of USDA regulations as provided in §248.7.
12. Notify OSDH if any Farmer's Market ceases operation prior to the end of the authorization period.
13. Agree to actually grow at least one type of fruit or vegetable of those the Farmer is selling. The Farmer cannot participate if all fruits and vegetables that are sold were purchased from a third party.
14. Agrees to be a member of an Oklahoma Department of Agriculture, Food and Forestry Registered Farmers' Market.
15. Agree to not collect sales tax on CVB purchases.
16. Agree to not seek restitution from WIC participants, parents, caretakers of child participants, or proxies for CVBs not paid or partially paid by OSDH.
17. Agree to not issue cash change, rain check, or IOU for purchases that are in an amount less than the value of the CVB. However, the WIC participant, parent, caretaker of child participant, or proxy may pay cash or other form of payment for any amount that goes over the allotted amount printed on the CVB.

- B. Neither OSDH nor the Farmer has an obligation to renew the agreement. Either OSDH or the Farmer may terminate the agreement for cause after providing a fifteen (15) day advance written notice.
- C. OSDH may deny payment to the Farmer for improperly redeemed CVBs and may demand refunds for payments already made on improperly redeemed CVBs.
- D. OSDH may disqualify a Farmer for WIC Program abuse. The Farmer has the right to appeal a denial of an application to participate, a disqualification, or a program sanction by OSDH. Expiration of an agreement with a Farmer and claims actions under §246.23 cannot be appealed.
- E. A Farmer that commits fraud or engages in other illegal activity is liable to prosecution under applicable Federal, State or local laws.
- F. Farmer assures that no conflict of interest with OSDH or local WIC Program exists as a result of the execution of this Farmer's Agreement. OSDH shall terminate the Farmer's Agreement if a conflict of interest, as defined by applicable State laws, regulations, and policies, between the Farmer and OSDH or its local agencies are identified.

This agreement shall commence on the _____ day of _____, _____, and shall be valid through the _____ day of _____, _____. Farmer must reapply at the expiration of this agreement. OSDH will provide the Farmer not less than 15 days advance written notice of the expiration of this agreement. Non-renewal of this agreement by either party may be without cause. In the event of non-renewal, the Farmer shall not be entitled to a hearing or an appeal to contest the non-renewal.

Notice shall be mailed to:

OSDH
WIC Service
2401 N.W. 23rd Street, Suite 70
Oklahoma City, OK 73107-2475

FARMER

State Department of Health

Farmer/Owner/Officer Signature

Title Date

Date

Farmer Federal ID Number

STATE OF _____)
) ss
COUNTY OF _____)

The undersigned individual, of lawful age, being duly sworn an oath, says that (s)he is the agent authorized by the Farmer to submit this agreement to the State of Oklahoma. Affiant further states that the Farmer has not paid, given, donated, agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the agreement. I have not previously entered into an agreement with the agency or any other state agency, which would result in a substantial duplication of the final product, required by the proposed agreement.

Farmer/Owner/Officer Signature

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public Signature

My Commission Expires: _____