

## **Oregon WIC Program Farmer Agreement**

### **A. The Farmer agrees to:**

1. Comply with Special Supplemental Nutrition Program for Women, Infants and Children (WIC) requirements contained in 7 CFR 246, Oregon Administrative Rules 333-054-0000 through 333-054-0070 as they pertain to farmers, WIC procedures as they pertain to WIC Fruit & Veggie Vouchers and this agreement.
2. Accept training on program procedures and assure that all persons working in the Farmer's farmers' market stall and/or farm stand are trained using the materials provided by DHS.
3. Display "Oregon WIC Fruit & Veggie Vouchers Welcome Here!" signs on each day of operation when at authorized farmers' markets or authorized farm stands.
4. Accept WIC Fruit & Veggie Vouchers only for authorized, eligible produce as determined by DHS.
5. Assure that shoppers using WIC Fruit & Veggie Vouchers receive equitable treatment, including the availability of produce that is of the same quality and no greater price than sold to other shoppers.
6. Provide shoppers with the full amount of product for the value of each WIC Fruit & Veggie Voucher.
7. Require shoppers using WIC Fruit & Veggie Vouchers to provide their WIC ID card prior to transacting WIC Fruit & Veggie Vouchers.
8. Not require identification from WIC Fruit & Veggie Voucher shoppers other than their WIC ID card.
9. Ensure CVVs are being used within the correct use dates. WIC Fruit & Veggie Vouchers accepted prior to the "First Day To Use" or after the "Last Day To Use" printed on the voucher will not be reimbursed.

10. Enter the actual purchase amount, but not more than the face value, on the WIC Fruit & Veggie Voucher before the shopper signs the front of the voucher. WIC Fruit & Veggie Vouchers without a purchase amount entered will not be reimbursed.
11. Obtain the shopper's signature on the front of the WIC Fruit & Veggie Voucher at the time of the transaction. WIC Fruit & Veggie Vouchers without a shopper's signature will not be reimbursed.
12. Compare the shopper's signature with an authorized signature on the WIC ID card. (No more than two signatures per card.)
13. Return the WIC ID card to the shopper.
14. Never give cash change for purchases less than the face value of the WIC Fruit & Veggie Voucher. However, it is permissible for a Farmer to request payment over the dollar amount listed on a WIC Fruit & Veggie Voucher if the cost of the authorized purchase exceeds the voucher amount.
15. Assure that all WIC Fruit & Veggie Vouchers are stamped with the Farmer ID number and properly endorsed before cashing or depositing at the Farmer's financial institution.
16. Deposit or cash all WIC Fruit & Veggie Vouchers within 60 days of the First Day To Use printed on the voucher.
17. Cooperate with staff from DHS or the Oregon Department of Agriculture in monitoring for compliance with program requirements and provide information that DHS or the Oregon Department of Agriculture may require.
18. Be accountable for the actions of any person working in the Farmer's stall and/or farm stand in the provision of food and related activities.
19. Comply with all state or federal laws regarding non-discrimination, and applicable FNS instructions to ensure that no person shall, on the grounds of race, color, national origin, age, sex or handicap, be excluded from participation, be denied benefits, or be otherwise subjected to discrimination.

20. Notify DHS when and if the Farmer ceases operation prior to the end of the authorization period.
21. Not charge sales tax on shoppers' WIC Fruit & Veggie Voucher purchases.
22. Pay DHS for any WIC Fruit & Veggie Voucher transacted in violation of this agreement.
23. Not seek restitution from WIC Fruit & Veggie Voucher recipients for checks not paid by DHS.
24. Not provide rain checks or credit to shoppers using WIC Fruit & Veggie Vouchers.
25. Not use WIC Fruit & Veggie Voucher s for any purpose other than to deposit or cash at the Farmer's financial institution.
26. Not accept WIC Fruit & Veggie Vouchers from unauthorized farmers.
27. Only accept Farm Direct Nutrition Program (FDNP) checks if authorized to do so by the Oregon Department of Agriculture and DHS.

**B. Period of Performance:** Shall not exceed three years.

**C. Disqualification:** The Farmer may be disqualified for any abuse or violation of program requirements, including eligibility requirements. DHS maintains no obligation to reinstate a Farmer's authorization after disqualification. The Farmer may reapply to participate in these programs as stipulated in the disqualification notification.

**D. Claims:** DHS may deny payment to the Farmer for improperly redeemed WIC Fruit & Veggie Vouchers and may demand refunds for

payments already made on improperly redeemed WIC Fruit & Veggie Vouchers.

- E. Notification of Action:** When an application for authorization to accept WIC Fruit & Veggie Vouchers is denied, the denial shall be in writing. The notice shall state the basis for denial. When DHS proposes to take an adverse action against the Farmer with whom DHS has an agreement, DHS shall give the respective Farmer a written notice. The notice shall: (1) State the cause for the action; (2) State the effective date of the action; (3) State the procedure for requesting an appeal; and (4) Be provided to the Farmer not less than fifteen (15) calendar days in advance of the effective date of the action.
- F. Appeal:** The Farmer has the right to appeal a denial of an application to participate, a disqualification, or a sanction by DHS within 30 days of notification. All appeals must be in writing, and addressed to the Oregon WIC Operations Manager, Department of Human Services, Health Services, 800 NE Oregon Street, Suite 865, Portland, OR 97232. Expiration of an agreement and claims actions are not subject to appeal.
- G. Termination:** Neither DHS nor the Farmer has an obligation to renew the agreement. DHS shall have the right to terminate the agreement for cause and the Farmer has the right to terminate the agreement after providing fifteen (15) days advance written notification. Termination notices from the Farmer shall be addressed to: FDNP Coordinator, 800 NE Oregon Street, Suite 865, Portland, OR 97232.
- H. Prosecution:** A Farmer who commits fraud or engages in other illegal activity is liable to prosecution under applicable Federal, State, or local laws.