

FARMER AGREEMENT

This agreement, hereinafter “Agreement” or “Farmer Agreement” is entered into between the Chickasaw Nation Department of Health and, _____ by and through its owner/officer, hereinafter “Farmer”. The purpose of this Agreement is to provide authorized foods to eligible persons through the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), the WIC Farmers’ Market Nutrition Program (FMNP), the Senior Farmers’ Market Nutrition Program (SFMNP), and other nutrition programs as requested by the Chickasaw Nation.

The period of this Agreement is from the last date signed below of May 1, 2024 to April 30, 2027.

A. Farmer Responsibilities:

1. Display a sign stating that the Farmer is authorized to redeem fruit and vegetable benefits for all Chickasaw Nation Nutrition Services programs.
2. Accept electronic food benefits of the respective programs for which the farmer is authorized only from eligible participants, parents/caretakers of infant and child participants, or proxies.
3. Provide eligible fruits and vegetables at the same quality and current price or less than current price charged to other customers.
4. Assure that electronic benefit transactions are only for eligible foods.
5. Keep all information of authorized WIC/FMNP shoppers confidential.
6. Accept annual, and any necessary subsequent, training on electronic benefits procedures and provide training to all employees on such procedures.
7. Provide such information as the participating Nutrition Services Programs may require for periodic reports to USDA Food and Nutrition Service.
8. Agree to be monitored for compliance with the Chickasaw Nation Nutrition Services program requirements, including both overt and covert monitoring.
9. Be accountable for actions of Farmer’s employees in the provision of authorized foods and related activities.
10. Reimburse the Chickasaw Nation Nutrition Services for any electronic benefits transacted in violation of this Agreement.
11. Offer eligible participants, parents, caretakers of child participants, and proxies the same courtesies as other customers. Ensure participants are not required to use special checkout areas that are not used by other customers.
12. Comply with the non-discrimination provisions of USDA regulations as provided in 7 CFR §248.7, §248.10(a)(6), §247.7, §249.10(a)(9).
13. Notify the Chickasaw Nation Nutrition Services if any Farmers’ Market or Farm Stand ceases operation prior to the end of the authorization period. Notify the Chickasaw Nation Nutrition Services of any address changes or corrections.
14. 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 by Farmer were purchased from a third party.
15. Agree that all fruits and vegetables sold shall be grown in the state of Oklahoma or counties surrounding the state. Any exceptions to this requirement must be pre-approved before accepting electronic benefits as payment for those food items.
16. Agree to not collect sales tax on eligible purchases.
17. Agree to not seek restitution from eligible participants, parents, caretakers of child participants, or proxies for electronic benefits not paid or partially paid by the Chickasaw Nation Nutrition Services.

18. Agree to not issue cash change, rain check, or IOU for purchases that are in an amount greater than the current balance of the electronic benefit. However, the eligible participants, parent, caretaker of child participant, or proxy may pay cash or other form of payment for any amount that goes over the electronic benefit balance.
19. Agree to not offer or accept trafficking of electronic benefits. Agree to report participant fraud and report participant violations to Chickasaw Nation Nutrition Services.
20. Comply with the program operating rules, standards and technical requirements established by the Chickasaw Nation Nutrition Services Programs.

B. Chickasaw Nation Nutrition Services Responsibilities:

1. Distribute electronic benefits to each eligible participant, redeemable in increments up to the allotted amount of the electronic benefit.
2. Monitor authorized Farmers' Markets for compliance with applicable laws, regulations, policies and procedures.
3. Provide training for Farmers' Market personnel on regulations, policies and procedures of nutrition programs.
4. Notify Farmer of any changes to Federal or state statutes, regulations, policies or procedures governing these programs before the changes are implemented.

C. General Terms

1. Neither Chickasaw Nation Nutrition Services nor the Farmer has an obligation to renew the Agreement. Either the Chickasaw Nation Nutrition Services or the Farmer may terminate the Agreement for cause after providing a fifteen (15) day advance written notice to the non-terminating party.
2. The Chickasaw Nation Nutrition Services may deny payment to the Farmer for improperly redeemed electronic benefits and may require refunds for payments already made on improperly redeemed electronic transactions.
3. The Chickasaw Nation Nutrition Services may disqualify a Farmer for program abuse. A Farmer that commits fraud or engages in other illegal activity is subject to prosecution under applicable Federal, Tribal, State and/or local laws. The Farmer has the right to appeal a denial of an application to participate, a disqualification, or a program sanction by the Chickasaw Nation Nutrition Services.
4. The Chickasaw Nation Nutrition Services ensure that a farmer that is disqualified from the FMNP or SFMNP at one market or roadside stand shall not participate in the FMNP or SFMNP at any other farmers' market or roadside stand in the State agency's jurisdiction during the disqualification period.
5. Expiration of an agreement with a Farmer and claims actions under §248.20 and §249.20 cannot be appealed. Under Title 7 CFR §246.23, disputes regarding WIC cash-value voucher benefits and farmer claims (other than the opportunity to justify or correct a farmer overcharge or other error, as permitted by §246.12(k)(3)), are not appealable.
6. Farmer assures that no conflict of interest with the Nation, or any Nutrition Services Programs exists as a result of the execution of this Agreement. The Chickasaw Nation Nutrition Services shall immediately terminate without notice the Agreement if a conflict of interest, as defined by applicable

Tribal and/or State laws, regulations, and policies, between the Farmer and the Chickasaw Nation Nutrition Services or its local agencies are identified.

7. Nothing contained in this Agreement shall be construed to waive the sovereign rights and immunities of the Chickasaw Nation and its officers, employees or agents.
8. Both parties hereby stipulate and agree that either party may discuss non-confidential aspects of the party's experience with the other party, however neither party shall in any shape, form or fashion whatsoever, make any disparaging remarks of any sort or otherwise communicate any disparaging information about the other party or its employees, officers nor agents in their professional capacities herein to any third party, including but not limited to statements on social or any other media. Further, both parties agree to take no action of any nature which is intended, or would reasonably be expected, to harm the other party or its reputation or which would reflect negatively or reasonably lead to unfavorable publicity to the other.
9. The Chickasaw Nation shall not pay or reimburse the Farmer for banking fees related to Nutrition Services electronic transactions.
10. This Agreement does not constitute authorization to accept eWIC for other types of foods other than eligible fruits and vegetables.
11. Farmers who do not comply with program requirements are subject to sanctions including verbal or written citation with corrective actions including but not limited to suspension and disqualification from the program.
12. Farmer acknowledges that, in addition to any sanction and/or consequence under this Agreement, a Farmers who commit fraud or abuse in the Chickasaw Nation WIC Program may be prosecuted under applicable Federal, State or Tribal laws. Those who have willfully misapplied, stolen or fraudulently obtained program funds are subject to a fine of not more than \$10,000 or imprisonment for not more than five years or both, if the value of the funds is \$100 or more. If the value of the funds is less than \$100, the penalties are fines of not more than \$1,000 or imprisonment for not more than one year or both.

Farmer must reapply at the expiration of this Agreement. The Chickasaw Nation will provide the Farmer not less than 15 days' advance written notice of the expiration of this Agreement. Neither party to this Agreement is obligated to renew the Agreement; thus, non-renewal of this Agreement by either party may be without cause. In the event of non-renewal due to expiration of the Farmer Agreement, the Farmer shall not be entitled to a hearing or an appeal to contest the non- renewal.

Notice shall be mailed to:

Chickasaw Nation Nutrition Services
518 E. Arlington
Ada, OK 74821

FARMER'S Name and Address

Rebecca Chandler
Executive Officer, Nutrition Services

Farmer/Owner/Officer Signature

the Chickasaw Nation Department of Health

Date

Date

Farmer Federal ID (if applicable) or SSN