

# Farmer Agreement

## Cherokee Nation WIC Farmers Market

WIC Farmers Market Nutrition Program (FMNP)

Senior Farmers Market Nutrition Program (SFMNP)

This agreement is good for the following years:

**2023, 2024, 2025**

<b>Farmer ID:</b> ID Code assigned by Cherokee Nation	
<b>Name of Farmer:</b>	
<b>Name of Farm:</b>	
<b>Farm Address:</b>	
<b>Farm City:</b>	
<b>Farm State/ZIP:</b>	
<b>Farmer's Phone #</b>	
<b>Farmer's Email Address</b>	
<b>Farmer's Mailing Address (if different than above):</b>	
<b>City (if different than above):</b>	
<b>State (if different than above):</b>	
<b>Zip (if different than above):</b>	
<b>Federal Tax Identification Number (if available):</b>	
<b>EBT Authorization Number (if available):</b>	

**Please list all Locations and Markets you will sell at. Please indicate dates and hours you will be available.**

Location/Market Name and Address	
Location/Market Name and Address	
Location/Market Name and Address	
Location/Market Name and Address	
Location/Market Name and Address	
Location/Market Name and Address	
Location/Market Name and Address	
Location/Market Name and Address	

I intend to offer the following fresh, unprepared fruits and/or vegetables, and herbs for purchase with FMNP and SFMNP benefits:


The undersigned represents that they are either the owner of the above-named farm or that they have full authority to enter into this agreement for the farm and to accept and agree to all the provisions on pages 3-7 below:

\_\_\_\_\_  
Farmer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brenda Carter, Director, WIC  
Cherokee Nation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa Pivec, Executive Director, Public Health  
Cherokee Nation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Corey Bunch, Chief of Staff  
Cherokee Nation

\_\_\_\_\_  
Date

**Please Complete and Return to:**

Cherokee Nation Farmer's Market Nutrition Program  
Cherokee Nation WIC  
Tahlequah, OK 74464

Email: [wic@cherokee.org](mailto:wic@cherokee.org)

Phone: (918) 453-5589 Fax: (918) 458-4460

# Farmer Agreement

Please detach and keep for your records

FARMER:

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(Farmer Name)

Your Farmer ID is:

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(Cherokee Nation FMNP will assign the Farmer ID prior to returning the executed Agreement to the Farmer)

This number should be used at all authorized Farmers' Markets you participate in. If you have any questions, or changes to contact information, please call CNFMNP - FMNP State Office at: (918) 453-5589.

This agreement is valid for the 2023, 2024, and 2025 market years.

This Agreement is made by and between the Farmer and Cherokee Nation WIC Farmers' Market Nutrition Program Office

(hereinafter CNFMNP). This Agreement shall become effective on the date set forth below, and shall remain in force for three years, unless otherwise terminated pursuant to law or regulation, or by mutual agreement. CHANGE IN OWNERSHIP OR CESSATION OF OPERATION AUTOMATICALLY RENDERS THIS AGREEMENT NULL AND VOID. Neither CNFMNP nor the undersigned farmer has an obligation to renew this Agreement. Either the CNFMNP or Farmer may terminate this Agreement after providing 15 days' advance written notification.

It is the purpose of this agreement to provide locally grown, fresh, unprepared, unprocessed fruits, vegetables and herbs to:

- a. Women, Infants, and Children (WIC) participating in FMNP,
- b. Seniors 60 years and older and Native American 55 years and older participating in SFMNP

Farmer must meet the following criteria in order to be authorized to participate in the FMNP and SFMNP. Farmer must comply with the selection criteria. The CNFMNP may reassess the Farmer at any time using the selection criteria. A Farmer not complying with the selection criteria will be removed from eligibility to participate in the FMNP and SFMNP.

## **Farmer Selection Criteria:**

1. The Farmer must complete and submit a Farmer Agreement to CNFMNP for review and approval.
2. The Farmer must be the grower of FMNP and SFMNP-eligible fruits, vegetables and herbs, and may sell only produce grown locally within the borders of Cherokee Nation Reservation or within 100-mile radius of the border of the Cherokee Nation border. No produce may be sold as resale.
3. The Farmer must be prepared to demonstrate that all produce subject to the program was produced locally within the borders of Cherokee Nation and/or within a 100-mile radius of the Cherokee Nation border.
4. The Farmer is responsible for applying for and maintaining all required business licenses.

In consideration of acceptance and participation in the WIC FMNP and SFMNP, the owner hereby covenants and agrees to perform and abide by the following program requirements and conditions:

## **The Farmer shall:**

The Farmer must participate in annual training provided by the CNFMNP.

1. The Farmer shall attend an in person training the first year of the agreement (if they have not been previously participated in the program).
2. Display the "Cherokee Nation Farmers Market Nutrition Program Welcome Here" sign as proof of authorization to participate.
3. Process benefit payment only for eligible fresh, unprepared fruits and vegetables as defined by United States Department of Agriculture (USDA), Food and Nutrition Services (FNS) and the CNFMNP.
4. Provide eligible fresh, unprepared fruits and vegetables at not more than the current price charged to other customers.
5. Offer the FMNP and SFMNP participants the same courtesies as all other customers and to otherwise comply with all applicable USDA regulations governing nondiscrimination in services. Farmer expressly agrees not to discriminate against any FMNP and SFMNP participants on the basis of race, color, national origin, age, sex, handicap or disability.
6. Accept FMNP and SFMNP participant benefits only within the valid dates ( \_\_\_\_\_ ) of the current market season.
7. Provide no cash change, rain checks or "I O U's" and collect no tax.
8. Not seek restitution from FMNP and SFMNP participant(s) for benefits that were improperly processed and not paid for by the CNFMNP.
9. Acknowledge that the Farmer is held accountable for the actions of individuals they (the farmer) authorize to assist with any FMNP and SFMNP-related activities.
10. Cooperate with the staff from the CNFMNP or authorized representatives in monitoring for compliance with the required program procedures.
11. Agrees to abide by all laws, regulations, policies and procedures governing the WIC FMNP and SFMNP and understands that violation of such provisions may result in a combination of sanctions, criminal penalties or disqualification.

12. Farmer acknowledges that any and all losses shall be the sole responsibility of the Farmer and that under no circumstances shall the CNFMNP be held liable for any such losses.
13. Farmer acknowledges and understands that the provisions of state and federal law concerning the WIC FMNP and SFMNP regulations, policies and procedures promulgated pursuant to such laws are incorporated into this Agreement by reference.
14. Agrees to promptly notify the State Office of any perceived conflict of interest between the Farmer and CNFMNP.
15. Only sell produce grown within the borders of Cherokee Nation and/or within an 100-mile radius of the Cherokee Nation border.
16. Not resell agricultural products. Reselling is defined as produce purchased for resale to market customers. Individuals who exclusively sell produce grown by someone else, such as wholesale distributors, cannot be authorized to participate in the WIC FMNP or SFMNP.
17. Provide information for reports to USDA, Food and Nutrition Service (FNS).
18. Promptly notify the CNFMNP office if Farmer operations cease prior to the end of the authorization period.
19. A Farmer suspected of, and/or, violating USDA, FMNP or SFMNP rules and regulations will be investigated by the CNFMNP. A farmer who is found in violation(s) of USDA, WIC FMNP or SFMNP rules and regulations will be subject to disciplinary action as deemed appropriate to the nature and severity of the violation(s).
20. The CNFMNP may deny payment to the Farmer for improperly redeemed benefits or may establish a claim for payments already made on improperly redeemed benefits.
21. The Farmer may appeal a decision that adversely affects the Farmer except the expiration of this agreement. The appeal procedure is detailed in the Farmers' Market Nutrition Program Manual.
22. If any benefits are rejected and/or returned due to incorrect Farmer bank information, the CNFMNP will not pay rejected and/or returned benefits or bank charges incurred by Farmer.
23. FMNP and SFMNP benefits will have a stop date of November 30th at 5:00 p.m., no other transactions will be allowed to be processed.

## **USDA Nondiscrimination Statement:**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632- 9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

**USDA is an equal opportunity provider, employer, and lender.**

### **IMPORTANT!**

A FARMER WHO COMMITS FRAUD OR ABUSE OF THE PROGRAM IS LIABLE TO PROSECUTION UNDER STATE, FEDERAL AND LOCAL LAW. FARMERS WHO WILLFULLY MISAPPLY, STEAL, OR FRAUDULENTLY OBTAIN PROGRAM FUNDS SHALL BE SUBJECT TO FINES OF UP TO \$10,000 (TEN THOUSAND DOLLARS), OR IMPRISONMENT FOR UP TO 5 YEARS, OR BOTH. IF SUCH FUNDS, ASSETS, OR PROPERTY ARE OF THE VALUE OF \$100 OR LESS, THE FINE IS NOT MORE THAN \$1,000 AND IMPRISONMENT IS FOR NOT MORE THAN ONE YEAR, OR BOTH.