

**OHIO WOMEN, INFANTS, AND CHILDREN (WIC)  
FARMER APPLICATION - FVV**

6/01/2013– 05/31/2016  
Contract Period

WIC Farmer Contract: By and Between the Ohio Department of Health (State WIC Agency) and,

\_\_\_\_\_  
Name of Farmer (Farmer) as Registered with IRS

**Farmer Information**

List the name of Farmer \_\_\_\_\_

List the address, phone number and fax number of the person where contract and payment issues, correspondence, and inquiries should be directed.

\_\_\_\_\_  
Contact Person's Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

Type of Business (check one)

Sole Proprietor    Partnership    Corporation    Limited Liability Company (LLC)    Other

Complete the following if operating a farmstand:

\_\_\_\_\_  
Farmstand Name

\_\_\_\_\_  
Farmstand Address

\_\_\_\_\_  
Farmstand Telephone Number (Including Area Code)

\_\_\_\_\_  
Days and Hours of Operation of Farmstand

\_\_\_\_\_  
Each month that authorized foods are available at the Farmstand

**Additional Required Information:**

Please indicate all the Farmers' Markets that you will be participating in on the attached form, titled "2013 Participating Farmers' Markets."

**STATE WIC AGENCY and APPLICANT / FARMER**, now enter into this contract to provide authorized WIC fruits and vegetables to eligible participants in the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC program). This contract will become effective and begin **June 1, 2013**, or upon signature of all parties, whichever begins later, and end **May 31, 2016** subject to the following terms and conditions outlined below. For purposes of this contract, participant means the participant, parent, caretaker of infant or child participant, or alternate shopper.

**I. WIC Farmer Responsibilities**

- (A) A farmer shall read and become familiar with Chapter 3701-42 of the Ohio Administrative Code (OAC), Ohio WIC Retail Vendor Manual, and this contract.
- (B) A farmer shall provide to participants and alternate shoppers only authorized fruits and vegetables in exchange for valid fruit and vegetable vouchers.
- (C) A farmer shall offer participants and alternate shoppers the same courtesies as extended to other customers, including allowing the freedom to select among authorized fruits and vegetables.
- (D) In transacting the fruit and vegetable voucher (voucher), a farmer shall:
  - (1) accept a voucher on which the preprinted information has not been changed or is missing;
  - (2) require the bearer of the voucher to present a valid state of Ohio WIC program ID card;
  - (3) accept a voucher only within the valid period to redeem indicated on the voucher by a participant or alternate shopper. A voucher transacted before the first date of use or the last date of use will not be paid;
  - (4) verify the fruits and vegetables selected are authorized;
  - (5) complete the voucher in ink at the time of the transaction;
  - (6) accept participant's choice to combine vouchers to achieve maximum value. For example: if a participant presents two vouchers valued at ten dollars each, and purchases apples and oranges totaling \$12.00 and corn and tomatoes totaling \$8.29, the cashier will write \$10.00 on each voucher and collect the 29 cents from the participant;
  - (7) deduct the value of any manufacturer coupon or other discounts offered from the total as you would for any customer. WIC participants are eligible for buy one get one free offers;
  - (8) total and record the prices of the selected fruits and vegetables or the value of the voucher, whichever is less, in the appropriate block on the front of the voucher;
  - (9) total and record the prices of the selected fruits and vegetables in the appropriate block on the front of the voucher at the time of the transaction;

**\*The WIC participant is responsible for paying any amount over the preprinted voucher amount.**

- (10) record the true and accurate date, using six or eight digits at the time of the transaction. For example, July 1, 2013 would read 07/01/13 or 07/01/2013;
- (11) request the WIC participant sign the voucher in the signature box after the amount of sale is recorded. Verify that the signature of the individual transacting the voucher matches the name on the WIC program ID card;
- (12) if available, give the WIC participant a copy of the sales receipt;

- (13) if possible, slide the voucher into the register to encode (“frank”) the amount of sale and transaction date on the back;
  - (14) stamp the four-digit number on each voucher in the appropriate block before submitting for payment;
  - (15) submit vouchers to the designated processing firm within 30 days of the last day of the valid period to redeem;
  - (16) be responsible for all vouchers accepted or processed for payment by current and former employees or agents of the farmer including any person or persons operating or employed at the farm stand or farmers’ market. The farmer shall be responsible for the accuracy of any information submitted to the department by those employees or agents;
  - (17) review all vouchers that were accepted to verify that the recorded actual amount of sale is not more than the marked or posted prices, more than the prices charged to other customers, or more than the value of the voucher;
  - (18) return to the department or local WIC agency within forty-eight hours any vouchers obtained not in the ordinary course of business, or if a farmer determines that the transaction was not in accordance with chapter 3701-42 of the OAC.
- (E) Farmer shall comply with all of the following:
- (1) all federal and state laws, rules, and regulations governing the WIC program, including section 17 of the "Child Nutrition Act of 1966," 42 U.S.C.A. 1786, (in effect on July 1, 2010), pertinent federal regulations for the WIC program, including 7 C.F.R. part 246 (in effect February 4, 2008);
  - (2) all federal and state laws pertaining to nondiscrimination, including but not limited to Title VI of the "Civil Rights Act of 1964," 42 U.S.C.A. section 2000(d) (in effect January 2, 2006), and pertinent regulations adopted thereunder, and 7 C.F.R. parts 15, 15a and 15b (in effect on July 1, 2010); and
  - (3) all federal, state, and local criminal laws, either felony or misdemeanor, pertaining to the WIC program or any other FNS program.
- (F) The department or a local WIC agency or its designee may conduct announced and unannounced inspections of a farmer’s or applicant’s site at any time. The farmer or applicant and its employees and agents shall cooperate with the department or local WIC agency or its designee conducting an inspection and shall provide access to records pertinent to the WIC program, including transactions, pricing information, and inventory records. The department or local agency or its designee may confiscate improperly accepted vouchers.
- (G) Farmer shall be subject to audit by the department and FNS for the time period covering any present or previous authorization:
- (1) a farmer shall maintain all records of purchases, gross sales receipts, and invoices as applicable, for authorized fruits and vegetables for a period of not less than three years after the end of the federal fiscal year, and upon request, shall make available the records to the department and FNS. If any litigation, claim, negotiation, audit, or other action involving the records has begun during the three-year period, the farmer shall keep the records until all issues are resolved.
  - (2) upon request, a farmer also shall make available to the department and FNS all vouchers that are stored at any of its sites or that are otherwise under the farmer's control.
- (H) A farmer shall respond in writing within fifteen calendar days after receiving the department's request for verification of ownership of the business entity or site.

- (I) A farmer shall send one or more representatives from each site to all required training sessions. A farmer shall inform and train cashiers, other employees, and agents on program requirements.
- (J) A farmer shall maintain the appropriate notice of authorization issued by the department (Ohio WIC Fruit and Vegetable Voucher Accepted Here sign).
- (K) Farmer **shall not** do any of the following:
  - (1) exchange vouchers for cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802 (in effect on July 1, 2010); alcohol or alcoholic beverages or tobacco products or credit, including rain checks or other item that is not an authorized fruit or vegetable;
  - (2) provide the participant or alternate shopper with any monetary change when the purchase is less than the value of the voucher;
  - (3) require a participant or alternate shopper to exchange his or her selection of authorized supplemental fruits and vegetables. The farmer may request that the participant or alternate shopper pay the difference when the purchase price exceeds preprinted amount on the voucher;
  - (4) redeem vouchers for authorized supplemental fruits and vegetables not received by the participants or alternate shoppers;
  - (5) redeem vouchers in which the farmer charged participants or alternate shoppers more than the farmer charged other customers;
  - (6) seek restitution from a participant or alternate shopper for the cash amount of a voucher not paid or partially paid by the department;
  - (7) charge sales tax;
  - (8) receive, transact, redeem, or seek reimbursement from the department for a voucher accepted by another person or site, whether or not authorized as a farmer;
  - (9) redeem a fruit and vegetable voucher for unauthorized food items; and
  - (10) accept a voucher on which the preprinted information has been changed or is missing.

## II. WIC Program Responsibilities

State WIC Agency agrees to:

- (A) Provide or arrange for training regarding WIC program participation and will notify farmer of the FVV farmer training sessions;
- (B) Provide farmer with the current list of WIC authorized fruits and vegetables for disbursement to WIC program participants. The list will be provided at least 60 days before it becomes effective and is posted on the ODH website [www.odh.ohio.gov](http://www.odh.ohio.gov) under the WIC, (Women, Infant, and Children) folder;
- (C) Provide a list of all authorized farmers to local WIC projects for distribution to WIC participants; and
- (D) Reimburse farmer according to Section III of this contract.

### III. Billing and Payment Procedures

- (A) The department shall pay for a fruit and vegetable voucher submitted by a farmer if all of the following conditions are met:
- (1) the WIC transaction occurred during the valid period to redeem, as recorded on the voucher;
  - (2) the farmer submitted the voucher to the processing firm designated by the director and the processing firm received it within thirty days after the last day of the valid period to redeem;
  - (3) the amount of sale or value of the voucher is recorded in the appropriate box at the time of the transaction;
  - (4) the participant or authorized alternate shopper signed the voucher in the appropriate box;
  - (5) the date of the WIC transaction is recorded in the appropriate box on the voucher;
  - (6) the authorized four-digit stamp number of the farmer site that transacted the voucher is stamped in the appropriate box;
  - (7) the voucher is completed in ink and does not contain any unauthorized alternations or corrections;
  - (8) the farmer properly and legibly executed, processed, and submitted all other required documents;
  - (9) the warrant is for an amount of more than two dollars; and
  - (10) the WIC transaction occurred during the valid contract period.
- (B) If the conditions specified in paragraph (A) of this Section are met, the department shall pay the farmer amount of the voucher or the amount recorded on the voucher, whichever is lower, within sixty days after the receipt of all legible, properly executed, and processed documents.
- (C) Notwithstanding paragraph (B) of this Section, the department may pay for a voucher if the farmer submitted a voucher to the designated processing firm more than thirty days after valid period to redeem has expired, and the farmer justifies in writing and documents to the director's satisfaction that the failure to meet the required deadline resulted from circumstances beyond the control of the farmer. If the total value of the vouchers submitted at one time exceeds five hundred dollars, the department must obtain approval from the FNS regional office to pay for the vouchers.
- (D) The department shall notify a farmer if it determines that it will not pay for a voucher based on the failure to meet the conditions specified in paragraph (A) of this Section. The farmer may request reconsideration of the department's determination not to pay. Any request for reconsideration must be in writing and must be postmarked within thirty days of the denied payment notification.
- (E) The department may deny payment or initiate claims collection action within ninety days of either the date of detection of the violation or the completion of the review or investigation giving rise to the claim, whichever is later. Claims collection action may include offset against current and subsequent amounts owed to the farmer.
- (F) The department may delay payment to the farmer or establish a claim in the amount of the full purchase price of each voucher that contained an overcharge or other error. Such violations may be detected through compliance investigations, voucher reviews, or other reviews or investigations of farmer operations.
- (G) Upon the department's request, a farmer shall refund to the department, within ninety days, any payments made to the farmer that later are found to be an overcharge, paid in error, or otherwise invalid because of noncompliance

with paragraph (A) of this Section. At its option, the department may recover the invalid payments by withholding all or a portion of current or future payments due to the farmer. The department shall provide the farmer with notice of and an opportunity to respond to the department's determination that a payment is invalid in the same manner as prescribed by paragraph (D) of this Section for a determination not to pay for a voucher.

- (H) Any payment made for a voucher by the department pursuant to paragraphs (A) to (C) of this Section does not waive the department's right to refuse payment for other vouchers at any other time or to take action pursuant to rule 3701-42-14 of the Administrative Code.

#### **IV. Farmer Understandings**

- (A) If farmer abuses the WIC program, State WIC Agency will refer farmer to federal, state or local authorities for prosecution under applicable statutes. In case of deliberate fraud, farmer may be subject to the penalties outlined in 7 CFR section 246.23 (d). This section states: "whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets or property provided under section 17 of the Child Nutrition Act of 1966, as amended, whether received directly or indirectly from USDA, or whoever receives, conceals or retains such funds, assets or property for his or her own interest, knowing such funds, assets or property have been embezzled, willfully misapplied, stolen, or obtained by fraud shall, if such funds, assets or property are of the value of \$100 or more, be fined not more than \$25,000 or imprisoned not more than five years, or both, or if such funds, assets or property are of a value of less than \$100, shall be fined not more than \$1,000 or imprisoned for not more than one year, or both."
- (B) Federal, state and local WIC personnel or their representatives, may periodically conduct announced or unannounced inspections during business hours of farmer's market or farm stand. Farmer shall cooperate with such inspections and shall provide access to records pertinent to the WIC program, including WIC transactions and shelf price records or other pertinent records. During an inspection, farmer shall provide all authorized federal, local or State WIC personnel access to all WIC documents on the premises or under farmer's control. Farmer will present for inspection those records that are maintained off the farm stand and farm market premises within 24 hours of request. Vouchers may be confiscated from farmer if authorized personnel determine that farmer improperly transacted vouchers. A voucher is considered improperly transacted for reasons including, but not limited to:
  - (1) transacting or possessing voucher before or after the Valid Period to Redeem;
  - (2) the transaction date is not written in the appropriate box;
  - (3) the WIC participant did not sign the voucher;
  - (4) the voucher has unauthorized alterations;
  - (5) farmer disbursed unauthorized foods, nonfood items, or cash in exchange for vouchers; or
  - (6) the Actual Dollar Amount of Sale is not written on the voucher.
- (C) This contract does not constitute a license or a property interest. If a farmer wishes to continue to be authorized beyond the period of its current contract, the farmer must reapply for authorization. If a farmer is disqualified, the State WIC Agency will terminate the farmer's contract, and the farmer will have to reapply in order to be authorized after the disqualification period is over. In all cases, the farmer's new application will be subject to the State WIC Agency's selection criteria and any limiting criteria in effect at the time of application.
- (D) State WIC Agency shall use information from announced or unannounced visits, statistical and financial analysis, and information from participants and any other source to determine compliance with this contract and applicable law.

- (E) This contract hereby incorporates as if fully rewritten herein rules 3701-42-10 thru 3701-42-14 of the OAC and the Ohio WIC Retail Manual. Chapter 3701-42 of the OAC or any other state or federal law, rule, or regulation will take precedence over any term of this contract to the extent that the term may be inconsistent.

## **V. Conflict of Interest and Assurances**

- (A) The farmer hereby represents that neither the farmer nor any officer, member or employee of the farmer has any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this contract.
- (B) Neither the farmer nor any officer, member or employee of the farmer shall, prior to the provision of WIC services and payment for WIC services, acquire an interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of WIC services.
- (C) The farmer shall not promise or give to any employee of the Ohio Department of Health, other State of Ohio agency or local WIC agency anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. The farmer shall not solicit any employee of the Ohio Department of Health, any other State of Ohio agency, or local WIC agency to violate any Ohio Department of Health rule or policy relating to the conduct of contracting parties or to violate sections 102.03, 102.04 or 2921.42 of the Ohio Revised Code.
- (D) The farmer hereby certifies and affirms that, as applicable to the farmer, no party listed in Division (I) or (J) of section 3517.13 of the ORC has made, as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000.00 to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committees and that all parties are in full compliance with Divisions (I) and (J) of the ORC Section 3517.13. If it is determined that the farmer's certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, the farmer shall return to ODH all monies paid to the farmer under this contract. The provisions of this section shall survive the expiration or termination of this contract.
- (E) In accordance with Executive Order 2007 – 01 S, Farmer, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007 – 01 S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Farmer understands that failure to comply with Executive Order 2007 – 01 S is, in itself, grounds for termination of this contract and may result in the loss of other contracts or grants with the State of Ohio.
- (F) The farmer represents and warrants that it is not disbarred from consideration for contract awards by the director of the Department of Administrative Services pursuant to either ORC section 153.02 or ORC section 125.25. If this representation and warranty is found to be false, this contract is void ab initio and farmer shall immediately repay the State WIC Agency funds paid under this contract.

## **VI. Disqualification**

- (A) The director may disqualify farmer and terminate farmer's contract for program violations, including but not limited to abuse of the WIC program, certain patterns of WIC violations, and other noncompliance with Chapter 3701-42 of the OAC. State WIC Agency has defined "pattern" of violations to mean three or more occurrences of a violation. Patterns of violations which will lead to mandatory disqualification include, but are not limited to, redeeming vouchers for an amount exceeding shelf prices or prices charged to other customers (overcharging). Farmer may be disqualified from participating in the WIC program or assessed a civil money penalty pursuant to rule 3701-42-14 of the OAC. Reasons for which farmer may be disqualified or assessed a civil money penalty include, but are not limited to, the farmer being assessed a civil money penalty, disqualified, suspended or

withdrawn from participation in FNS, SNAP program as fully set forth in rule 3701-42-14 of the OAC.

Farmer may challenge a disqualification or monetary assessment through administrative review procedures established in 7 CFR section 246.18 and rule 3701-42-09 of the OAC. While farmer's challenge of a disqualification is in progress, farmer may not accept vouchers. State WIC Agency will not reimburse farmer for any foods disbursed by farmer after the effective date of farmer's disqualification.

- (B) Farmers disqualified from the WIC program or assessed a civil money penalty in lieu of disqualification will be referred to the SNAP program for possible disqualification from participation in the SNAP program if applicable. Farmers disqualified from SNAP or assessed a civil money penalty in lieu of disqualification will be terminated and disqualified from the WIC program for the same length of time as the disqualification imposed or would have been imposed in the case of a civil money penalty by SNAP.
- (C) Following any period of disqualification from the WIC program, farmer must reapply for authorization to participate as a WIC retail farmer subject to all selection criteria in effect.

## **VII. Voidance, Amendments, Termination, and Expiration of the Contract**

### (A) Voidance

This contract is not assignable or transferable. If there is a change or partial change in ownership of any of farmer's farm market or farm stand sites listed in this contract, or in the case of a corporation, any change in stock ownership or if farmer ceases operation at a farm market or farm stand, this contract shall be void pursuant to rule 3701-42-11 (D) and (E) of the OAC, as to that farm market or farm stand site. Farmer must notify State WIC Agency in writing by certified mail return receipt requested at least 15 days before a change of ownership or operation including but not limited to a sale, lease transfer, bankruptcy, dissolution, or cessation of business or within thirty days after such event, if not scheduled. Notice must be sent to Ohio Department of Health, Bureau of Nutrition Services, Vendor Operations, 246 North High Street - 6th Floor, Columbus, Ohio 43215. **State WIC Agency will not reimburse farmer for any vouchers transacted after the date that a farm market or farm stand has changed ownership.**

### (B) Amendments

The director may amend this contract at any time to include or incorporate additional provisions pursuant to rule 3701-42-11 (C) of the OAC. The director shall notify farmers of any amendment at least thirty days prior to the effective date. A farmer may accept the amendment or may terminate the contract voluntarily as provided in paragraph (C) of this Section. A farmer may not appeal an amendment to the contract.

### (C) Termination by Farmer

A farmer may voluntarily terminate this contract for any reason in accordance with rule 3701-42-11 (F) of the OAC. The farmer shall notify the department in writing, at least 15 days before the effective date of the termination. A farmer's notice of termination will be sent to the Ohio Department of Health, Bureau of Nutrition Services, Vendor Operations, 246 North High Street - 6th Floor, Columbus, Ohio 43215. A farmer's voluntary termination of this contract does not preclude the State WIC Agency from disqualifying or otherwise sanctioning farmer pursuant to rule 3701-42-14 of the OAC, or denying an application for another contract as set forth in rule 3701-42-10 of the OAC. The State WIC Agency will not reimburse farmer for any vouchers transacted by the farmer after the effective date of termination.

### (D) Termination by State WIC Agency

State WIC Agency may terminate this Agreement if farmer does not comply with 7 CFR Part 246 or Chapter 3701-42 of the OAC, as amended, or any term or condition in this contract, or if federal funds become unavailable. State WIC Agency will notify farmer in writing at least 15 days before the effective date of the termination

except when otherwise provided by law. The notice shall include the reason for terminating and the effective date of the termination. Farmer may request administrative review of the termination of this contract as authorized by 7 CFR 246.18 and Chapter 3701-42 of the OAC. While administrative review is in progress, farmer may not accept vouchers. State WIC Agency will not reimburse farmer for any vouchers transacted by farmer after the effective date of farmer's disqualification or the termination of this contract, whichever is earlier. If farmer fails to perform an obligation or obligations under this contract and thereafter such failure is waived by the State WIC Agency, such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder.

The contract may be terminated immediately by the State WIC agency if the State WIC agency discovers a petition in bankruptcy or similar proceeding has been filed by or against the farmer. If at any time during the contractual period a bankruptcy or similar proceeding has been filed by or against the farmer, the farmer shall immediately notify the State WIC agency.

(E) Expiration

Neither State WIC Agency nor farmer is obligated to renew this contract. State WIC Agency will provide farmer with not less than 15 days advance notice of the expiration of this contract. A farmer may not appeal the expiration of this contract. State WIC Agency shall not reimburse farmer for any foods disbursed by farmer after this contract expires.

**VIII. Limitations**

- (A) The obligations of the State WIC Agency are subject to Section 126.07 of the Ohio Revised Code and are subject to the availability of federal funding from the USDA. Nothing in this contract will be construed as guaranteeing that vouchers will be transacted at the farmer's farm stand or farm market sites.
- (B) This contract does not become effective until all required information is complete and it has been signed by the Director of the Ohio Department of Health.

**IX. Administrative Review**

Any review for actions involving a denial of farmer's application, civil money penalty, disqualification and termination of farmer's contract, or breach of this contract shall be reviewed in accordance with 7 CFR 246.18 and rule 3701-42-09 of the OAC. The result of any such administrative review shall be final and binding on the farmer. There is no right to further administrative or judicial review.

**By signing on page ten,** the parties caused this contract to be executed. The signature(s) must be that of an individual who can legally bind the entity that is entering into the contract.

By signing this application, applicant/farmer hereby certifies that:

- the information provided in this application is complete, true and accurate;
- he or she openly displays in public view for sale WIC authorized fruit and vegetables at all times, including at the time of signature of this application and during any site visit conducted by the WIC program prior to authorization;
- neither the farmer nor any of his or her current or former employees accepted or redeemed fruit and vegetable vouchers while unauthorized or accepted or redeemed fruit and vegetable vouchers from an unauthorized site during the three years prior to this Agreement;
- he or she has read and understands Chapter 3701-42 of the OAC, the Ohio WIC Retail Farmer Manual, this Contract, and all other application material;
- he or she does not have a conflict of interest as defined in Section V of this contract; and
- he or she understands that providing false or misleading representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the denial of the application or termination of your WIC farmer contract as well as possible criminal prosecution.

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\_\_\_\_\_  
Enter your farmer Federal Tax Identification Number (Number Registered with the Internal Revenue Service (IRS))

**AUTHORIZED FARMER REPRESENTATIVE(S)**

**STATE WIC AGENCY REPRESENTATIVE**

\_\_\_\_\_  
Print Name and Title

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: Director of Health

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_