



TENNESSEE DEPARTMENT OF HEALTH
DIVISION OF FAMILY HEALTH & WELLNESS
FARMERS MARKET NUTRITION PROGRAM
AGREEMENT

between

TENNESSEE DEPARTMENT OF HEALTH

and

(Farmer)

for

AUTHORIZATION TO PARTICIPATE IN THE TENNESSEE
FARMERS MARKET NUTRITION PROGRAM

WHEREAS, the Tennessee Department of Health and _____ desire to enter into an agreement beginning on _____ relating to participation in the Tennessee Farmers Market Nutrition Program (FMNP).
(Farmer)
(Month, date, year)

NOW, THEREFORE, the parties hereby agree as follows:

I. THE TENNESSEE FARMERS MARKET NUTRITION PROGRAM AGREES:

- (1) to assure the farmer the right to request an appeal from the State on actions they disagree with affecting their ability to participate in FMNP, except for expiration of this agreement; and
- (2) that standards for farmer participation in FMNP are the same for everyone regardless of race, color, national origin, sex, age, or disability.

II. THE FARMER AGREES:

- (1) to provide information requested for reporting to the USDA;
- (2) to provide only FMNP approved foods in exchange for FMNP checks at a farmer's market with at least 51% of the foods offered for sale by the farmer to be personally grown by him/her in the state of Tennessee;
- (3) that prices charged to FMNP participants for FMNP approved foods shall be the same or lower, as prices charged to other customers, except that sales tax will not be charged for FMNP approved foods;
- (4) not to issue cash change for purchases that are in an amount less than the value of the checks;
- (5) to only accept FMNP checks within their valid dates, to properly complete FMNP checks including farmer identifier, and to deposit FMNP checks weekly, and no later than **September 15, 2023**.
- (6) to grant the FMNP the right to collect any claims of reimbursement due to error, negligence, or fraud;
- (7) to accept training offered by the FMNP, to be responsible for properly training and informing employees of obligations to the FMNP, and to be accountable for the actions of employees;
- (8) to post the sign stating participation in the FMNP and to have the current FMNP Food List available;
- (9) to provide suitable hours and environment for participant access, and to offer FMNP participants any courtesies offered other customers, including FMNP approved foods of the same or higher quality as that offered other customers;

- (10) to acknowledge and comply with USDA nondiscrimination provisions that standards for participation in FMNP are the same for everyone regardless of race, color, national origin, sex, age, or disability;
- (11) to agree to be monitored for compliance with FMNP requirements, including both overt and covert monitoring;
- (12) not to attempt to seek reimbursement from FMNP participants in connection with the negotiation of a FMNP check not paid by FMNP;
- (13) to notify immediately the authorizing agency of a change of market location;
- (14) to notify the authorizing agency if operations cease at which time the farmer must return the State of Tennessee FMNP Stamp to the authorizing agency;
- (15) to acknowledge that non-compliance with clauses contained in this agreement may result in disqualification or sanctions being issued by the FMNP according to the Farmer Sanction Procedures section of the FMNP Farmer Handbook; and
- (16) to acknowledge that a farmer who commits fraud or abuse of the program is liable to prosecution under applicable Federal, State or local laws. Under Section 248.20 of the federal regulations, those who have willfully misapplied, stolen or fraudulently obtained FMNP funds may be subject to a fine of not more than \$10,000 or imprisonment for not more than five (5) years or both.

III. BOTH PARTIES AGREE AS FOLLOWS:

- (1) This agreement is void if the farmer ceases operations.
- (2) This agreement may be terminated by either party for negligence, fraud, abuse, violation of the agreement or for any other reason after providing not less than fifteen (15) days advance notice, unless otherwise stated within the FMNP Farmer Handbook.
- (3) Neither the FMNP nor the farmer has an obligation to renew this agreement.
- (4) The FMNP Farmer Handbook is part of this agreement, and its provisions are incorporated by reference.
- (5) This agreement shall be considered amended upon notice from the FMNP, should federal or state laws or regulations require or permit amendments.

I have read and do understand and agree to the above terms and conditions. I am at least 18 years of age, reside and personally grow the crops listed on my application in the state of Tennessee. The information contained in my application is accurate and complete. I understand that violation of the rules may result in the loss of my privilege to participate in the program. I understand that a FMNP representative may verify the information provided on my application by visiting my farm.

Signature – FMNP Farmer _____
Date

Signature – Regional Office Designee _____
Title _____
Date

THIS AGREEMENT STARTS _____ AND ENDS _____
Date Date

Farmer (Please Print) _____
FMNP Contact Person

Street Address _____
City _____
State _____
Zip Code

Phone Number FARMER STAMP:

This institution is an equal opportunity provider.