

Family Health & Wellness 2020

Today's Learning Objectives

When you have completed this training, you will be able to:

Describe the process of becoming an authorized farmer in the Farmers Market Nutrition Program.



What is the FMNP?

The Farmers Market Nutrition Program (FMNP) provides:

Fresh, unprocessed, Tennessee-grown produce (fruits, vegetables, and herbs) to WIC and Senior participants.

The goals of the FMNP are:

- To provide nutritious, Tennessee-grown produce to WIC participants and low income seniors.
- To increase awareness and sales at farmers markets.
- To expand awareness and the use of produce grown by Tennessee farmers.

Women, Infants and Children (WIC)

WIC serves low income

- Pregnant, postpartum and breastfeeding women
- Infants
- Children to the age of five

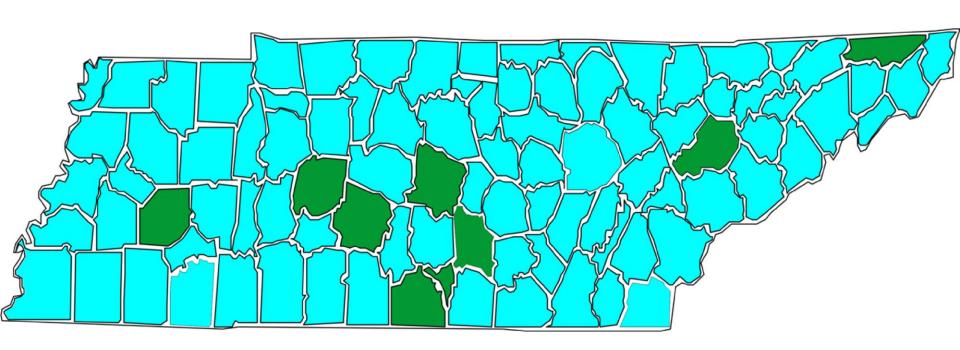
And provides

- Nutrition education
- Supplemental foods
- Breastfeeding promotion and support, and
- Referrals for health care

Eligibility for WIC FMNP

- Must be WIC participant (pregnant, postpartum or breastfeeding women or child 1 to 5 years of age)
- Income at or below 185% of poverty level (verification required)
- Resident of Tennessee (verification required)

Tennessee FMNP



Operation of WIC FMNP

Vouchers for Tennessee-grown fruits, vegetables and herbs are issued on site in the local participating health departments.

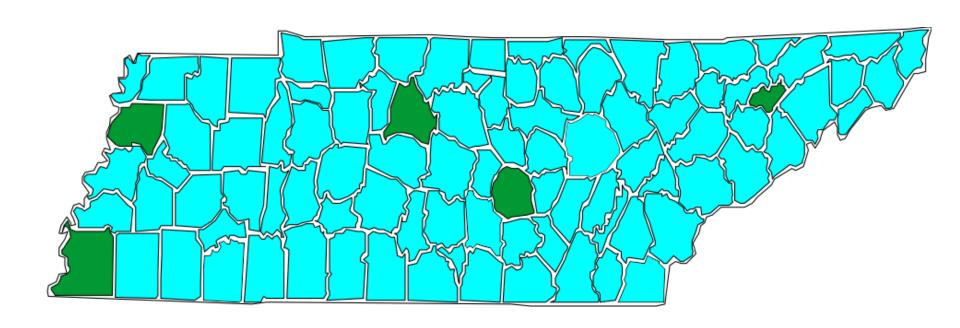
Each participant receives 6 - \$5 vouchers to total **\$30** for the summer.





- Age 60 or over
- Income at or below 130% of poverty level (verification required)
- Resident of participating county (verification required)

Tennessee Senior FMNP



Operation of Senior FMNP

Vouchers are issued on site in local health departments or Commodity Supplemental Food Program (CSFP) warehouses.

Each participant receives 8 - \$5 vouchers are to total **\$40** for the summer.

FMNP Vouchers



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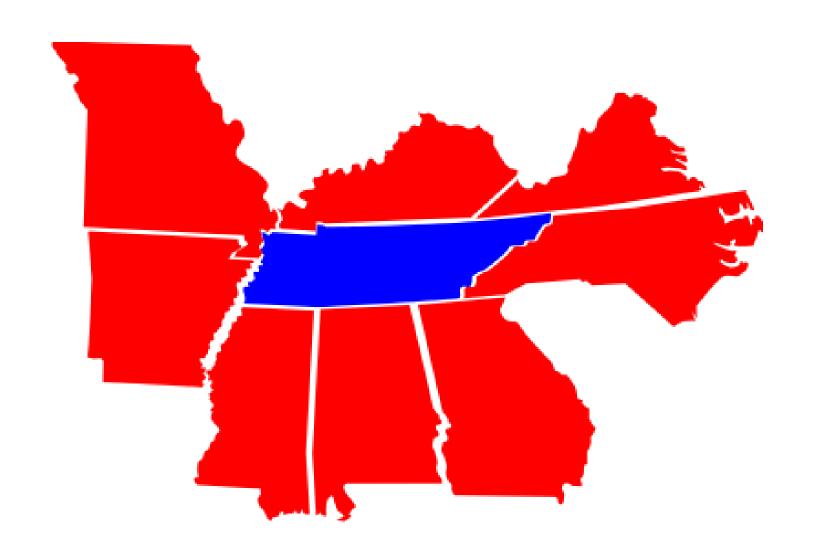
Authorized Farmers

An *Authorized Farmer* is an individual who farms in Tennessee who has a signed agreement with the FMNP/SFMNP to sell eligible foods at farmers markets.



FARMERS' MARKET NUTRITION PROGRAM What foods are included? YOU CAN PURCHASE ANY OF The Tourness of To You can purchase any of these foods from authorized FMNP farmers if Tennessee grown. Peas, Sugar Pepper, Bell Pepper, Pimiento Pepper, Hot. Cucumbers Potatoes, Irish Potatoes, Sweet Eggplant Greens Radishes Asparagus Rutabagas Leeks Beans, Lima, Beans, Pole. Lettuce Mushrooms Spinach Tomatoes, Cherry Squash Beans, Shelly Tomatoes Okra Onions Beans, Snap Peas, English Parsnips Beans, Wax Turnips Peas, Field Peas, Snow Beets Broccoli Plums Pumpkins Cabbage Raspberries Carrots Cauliflower Rhubarb Corn, Sweet Strawberries Gooseberries Watermelon Figs Grapes Nectarines Blackberries Apples Peaches Blueberries FRESH HERBS Boysenberries Cantaloupe Melon Pears This institution is an equal opportunity provider. Includes garlic and elephant garlic Cherries

Only Tennessee Farmers?



After this presentation, you will be able to:

- 1. Download a farmers handbook.
- 2. Download an application to become an authorized farmer, and
- 3. Download an agreement for review.

Tennessee FMNP Farmer Authorization:

The farmer must

- Complete an authorized application
- Receive training and a copy of the farmer handbook
- Receive a copy of the agreement signed by both the farmer and a representative of the Tennessee
 Department of Health, and
- Receive a vendor stamp and vendor identification signs.

PART I. FARMER IDENTIFICATION		
FARMER'S NAME		
FARM NAME		
A. MAILING ADDRESS		
Street/ P.O. Box		
City	State	Zip
Phone ()	Fax: AC ()	
E-mail address		
B. FARM LOCATION (If differen	nt from above)	
Street Address/Rural Route Number		
City		
County(ies)	State	Zip
CROPS INTENDED TO GROW		
LOCATION(S) OF MARKET(S) OI	R SELLING LOCATION(S)	
Please list when and where you plan	to sell produce.	
LOCATION	DAY	TIMES
1.	(Example M - F)	(Example 7 am – 6 pm
2.		
3.		

	PART II. CONTACT INFORMATION	
5. SECONDARY CONT	ACT PERSON	
Name of person in au	hority when (or if) farmer is not present:	
First Name	Last Name	
Street Number	Street Name/P.O. Box	
City	State Zip Code Phone ()	
PH-4171		RDA 2494

Page 2 of 2	
	PART III. VOUCHER REDEMPTION
	ANK WHERE VOUCHERS WILL BE DEPOSITED
	Bank
	Branch Name
	Branch Name

PART IV. STATEMENTS AND CERTIFICATION

PRIVACY ACT STATEMENT - The collection of this information is authorized by Part 248.20 of Federal Regulations 7CFR which governs the FMNP Program and by Part 249.20 of Federal Regulations 7 CFR which governs the Senior FMNP. It will be used to determine whether a farmer qualifies to participate in the FMNP Program; to monitor compliance with program regulations and for program management. However, failure to provide information may result in the denial or withdrawal of authorization to participate in the FMNP Program. The purpose of collection of this information is for audit and enforcement of FMNP Program regulations.

WARNING STATEMENT - Information in this application may be verified with other agencies. FMNP Program participation shall be denied or withdrawn if any application information is false; in addition, you may be fined up to \$10,000 or imprisoned for up to five years or both for concealing any material fact, making false statements or representation, or using any false writing or documentation in connection with the application.

CERTIFICATION AND SIGNATURE OF FARMER

- 1. I apply for authorization to take part in the FMNP Program, and I have authority to enter into a agreement with the Tennessee Department of Health.
- 2. I understand that I will be responsible for understanding the requirements, policies, and procedures appearing in the Farmers Handbook which is considered part of the Farmer's Agreement. This information shall be presented during both initial and follow-up training for authorization as a Farmers' Market Nutrition Program vendor. I further understand that I or another representative will have an opportunity to ask questions during the training sessions.
- 3. I am at least 18 years of age, reside and grow the crops listed onthis application in the state of Tennessee. The information contained in this 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	DATE
PRINT NAME	
DAYTIME PHONE NUMBER ()	
DATTIMETHONE NUMBER ()	

In accordance with Federal Law and Department of Agriculture (USDA) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider

Download the application from this website:

https://www.tn.gov/health/health-programareas/fhw/farmers.html

Click "For Farmers" on the left.

Tennessee FMNP Farmer Authorization

The farmer must

- Complete an authorized application
- Receive training and a copy of the Farmer Handbook
- Receive a copy of the agreement signed by both the farmer and a representative of the Tennessee
 Department of Health, and
- Receive a vendor stamp and vendor identification signs.

Tennessee FMNP Training

To be eligible to participate in the FMNP:

All farmers must be authorized by the Department of Health either through in-person training, or through web-based interactive training.

Tennessee Farmer's Handbook

Download the Handbook from this website:

https://www.tn.gov/content/tn/health/health-program-areas/fhw/farmers/farmers-program.html

Click "For Farmers" on the left.

Criteria to be an authorized farmer:

- Live and grow eligible foods within Tennessee borders;
- Meet the eligibility requirements based on the information submitted in a completed application;
- Submit a completed and signed agreement;
- Intend to participate in the program for a majority of the season (July and August).

- Provide information requested for reporting to the USDA;
- Provide suitable selling hours and environment for participant access;
- Offer participants any courtesies offered to other customers; and
- Agree to prominently display FMNP identification sign.

- Accept vouchers only in exchange for Tennessee-grown produce;
- Agree that prices charged to participants for eligible foods shall be the same or lower than prices charged to others;
- Agree that sales tax will not be charged;
- Agree not to issue cash change

- Agree to accept vouchers only in the year printed on the face of the voucher;
- Agree to stamp each transacted voucher with vendor number before depositing;
- Agree to submit vouchers for payment within 30 days from the day the vouchers was received by the farmer.
- All vouchers must be deposited no later than September 30, 2020.

- Agree not to seek reimbursement from participants
- Grant the program the right to collect claims of reimbursement due to error, negligence or fraud;
- Participate in training through attendance in an entire session of a training meeting;
- Take responsibility for properly training and informing employees/helpers of obligations to the program.

- Agree to be monitored at selling and growing sites for compliance with requirements;
- Acknowledge that non-compliance may result in sanctions;
- Acknowledge that a farmer who commits fraud or abuse of the program is liable to prosecution

The FMNP Voucher

Valid until: September 30, 2020 Some markets may close earlied to valid unless legibly attempted with authorized wendor stamp and deposited within 30 days. PAY EXACTLY 5.00	400001
September 30, 2020 Some markets may close earlier For valid unless legibly attempted with authorized vendor stamp and deposited within 30 days.	
Some markets may close earlied to valid unless legibly attempted with authorized vendor stamp and deposited within 30 days.	Valid until:
Not valid unless legibly attempted with authorized PAY EXACTLY vendor stamp and deposited within 30 days.	September 30, 2020
vendor stamp and deposited within 30 days.	Some markets may close earlier
5.00	PAY EXACTLY
	5.00
NO CHANGE GIVEN	NO CHANGE GIVEN

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Altering a voucher may result in non-payment.

Hold voucher and submit it to FMNP regional contact before depositing it in the bank.

What are WIC cash value benefits?

- Issued on an EBT card
- Used at grocery stores
- Issued year round
- Fresh and/or frozen fruits and vegetables

Farmers Market Nutrition Program voucher

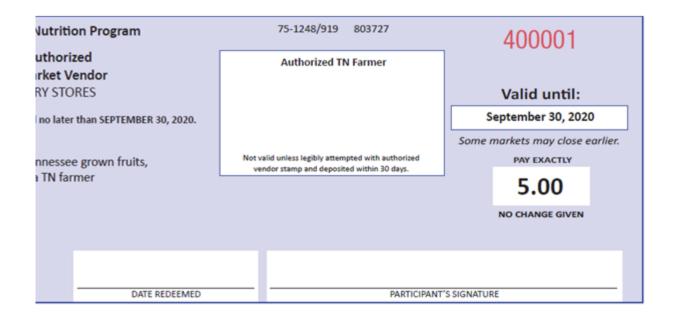
- Used at Farmers Markets
- Used in July and August
- Fresh Tennessee-grown fruits, vegetables
 & herbs

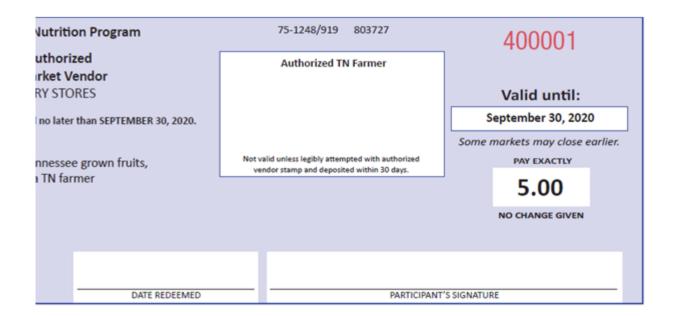
Separate the FMNP foods from other purchases.

Check the foods to be sure that the participant has selected Tennessee grown foods.

Have the participant sign the voucher

Fill in the date redeemed (month, day and year).





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FOR DEPOSIT ONLY

I certify this Food instrument or Cash Value Voucher has been transacted in accordance with the Tennessee WIC Vendor Agreement. I understand that if improperly negotiated, this Food Instrument or Cash Value Voucher may be returned unpaid by the bank or funds recovered by the State of Tennessee.

Vendor or Farmer Endorsement

Bank will return vouchers for following mistakes:

- Date blank or altered.
- Not signed on the "redeemed" line by the participant.

Bank will return vouchers for following mistakes:

- Assigned FMNP farmer stamp left off or illegible.
- Valid year altered.
- Vouchers redeemed outside the valid year.
- Vouchers deposited more than thirty (30) days from the day the voucher was received by the farmer, or after September 30, 2020.

Validation/replacement of vouchers shall be kept to an absolute minimum. It will be done only with valid justification as determined by your regional contact.

No validations or replacements will be made for the following errors:

- Valid year altered.
- Vouchers redeemed outside the valid year.
- Vouchers deposited more than thirty (30) days from the day the voucher was received by the farmer.

- Cases of possible fraud and abuse will be investigated and the appropriate action shall be taken.
- Money will be collected for fraud.
- Reimbursements will be made payable to the Tennessee FMNP Program.



What is fraud?

Farmer fraud is considered to be:

- Untruthful entries on application form.
- Use of higher prices for participants than other customers.
- Giving of cash for vouchers.
- Furnishing non-authorized items.
- A Farmer who commits fraud may be disqualified from the program, and will be subject to applicable federal, state, or local laws.

What is fraud?

Participant fraud is considered to be:

- Receiving cash for vouchers.
- Purchase of non-authorized items.
- Selling vouchers.
- Participants who commit fraud may be suspended from the program, and are subject to applicable federal, state, or local laws.

Tennessee FMNP Farmer Agreement



The Tennessee FMNP Agrees:



TENNESSEE DEPARTMENT OF HEALTH DIVISION OF NUTRITION and WELLNESS SERVICES 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		
		(Farmer)
desire to enter into an agreement beginning on		relating to participation in the
Tennessee Farmers	(Month, date, year)	
Market Nutrition Program (FMNP).		

NOW, THEREFORE, the parties hereby agree as follows:

I. THE TENNESSEE FARMERS MARKET NUTRITION PROGRAM AGREES:

- 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.

The Tennessee FMNP Agrees:

that standards for farmer participation in FMNP are the same for <u>everyone</u> regardless of race, color, national origin, sex, age, or disability.

- Provide information requested for reporting to the USDA,
- Accept vouchers only in exchange for Tennessee-grown produce at the farmers market location, and
- Have personally grown at least 51% of the eligible foods for sale.

- That prices charged to FMNP participants for FMNP approved foods shall be the same or lower as prices charged to other customers.
- That sales tax will not be charged for FMNP approved foods.

- To only accept vouchers within their valid dates,
- to properly complete the vouchers including the farmer identifier, and
- to deposit the vouchers within **30 days** from the day it is received.

Grant the FMNP the right to collect any claims of reimbursement due to error, negligence or fraud.

- Accept training offered by the FMNP;
- Take responsibility for properly training helpers/employees and be accountable for their actions.

- Prominently display an authorized farmer identification sign, and have the current Food List available.
- Provide suitable hours and a safe and clean environment and again, offer participants any courtesies offered to others.

Acknowledge and comply with USDA nondiscrimination provisions that standards for participation in FMNP are the same for everyone regardless of race, color, national origin, age, sex or disability

- Be monitored for compliance at selling and/or growing locations.
- Not to attempt to seek reimbursement from participants for a voucher not paid by FMNP.
- To notify the regional representative of a change of market location.
- If operations stop, return stamp to the regional vendor representative.

- Acknowledge that non-compliance may result in sanctions.
- Acknowledge that a farmer who commits fraud or abuse is liable under Federal, state, or local laws.

Both parties agree:

- That the agreement is void if the farmer ceases operations.
- That the agreement may be terminated by either party for negligence, fraud, abuse or violation of the agreement or for any other reason providing not less than 15 days notice.

Both parties agree:

- That neither the FMNP or the farmer has an obligation to renew this agreement.
- That the Farmer's Handbook is part of this agreement.

Agreement Signatures

		Date	
Title		Date	
AND END	os		
		Date	
	FMNP Contact Person		
City	State	Zip Code	
R STAMP:			
	AND END	FMNP Contact P	

Sanctions:

Sanction Procedures for violations of the FMNP Agreement are required by federal regulations.

Actions of a farmer which are violations of the procedures of the FMNP are divided into Class I and Class II violations.



Will result in a documented warning from the Tennessee FMNP to the farmer and will be included in the FMNP file for that farmer.

A second occurrence of a **Class I** violation during a season will be considered a **Class II** violation.

- Accepting FMNP vouchers outside of the valid dates;
- Failing to complete FMNP vouchers at the time of the transaction;
- Failing to display the Tennessee FMNP poster or have the current FMNP Food List available;
- Failing to train and inform employees/ helpers of obligations to the FMNP Program;

- Failing to be accountable for the actions of employees/helpers;
- Failing to offer FMNP participants the same courtesies offered other customers including FMNP approved foods of the same or higher quality as that offered other customers;

- Failing 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; or
- Failing to allow a FMNP representative to conduct an unannounced on-site monitoring visit.

Class II violations by a farmer shall result in disqualification from the Tennessee FMNP for the remainder of the market season.

Class II Violations include:

- Failing to provide information requested for reporting to the USDA;
- Providing false information on farmers application.
- Failing to provide only FMNP approved foods in exchange for FMNP vouchers at the farmer's market location;

Class II Violations include:

- Failing to charge FMNP participants the same or lower prices for FMNP approved foods as that charged to other customers;
- Charging sales tax for FMNP approved foods;

Class II violations include:

- Attempting to seek reimbursement from FMNP participants for FMNP vouchers not paid by FMNP.
- Failing to return a State of Tennessee
 FMNP Stamp to the FMNP agency.

Disqualifications:

A disqualification may be invoked under the following circumstances:

- The second occurrence of any Class I violation during the current market season.
- The first occurrence of any Class II violation during the current market season.

Disqualifications:

A <u>second</u> Class II violation within the same market season and/or the following market season will result in disqualification from the Tennessee FMNP for up to 3 years.

In the event that a farmer who is disqualified redeems FMNP vouchers, the farmer must pay the state agency for the total amount of the transactions in violation.

Prosecution

FMNP farmers may be subject to penalties in the case of deliberate fraud. According to federal regulations, 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 \$10,000 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.

Termination

In addition to the above sanction actions, the FMNP may terminate the farmer's FMNP Agreement due to negligence, fraud, abuse, violation of the agreement, or for any other reason.

The notification will describe the farmer's opportunity to appeal.

Appeals

Farmers may request a hearing to appeal any adverse action taken against them except for the FMNP's decision not to renew the farmer's FMNP Agreement.

Sanction Action

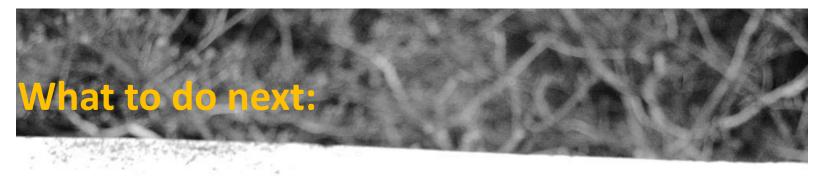
The FMNP shall provide **fifteen (15)** calendar days prior notice of a sanction action being taken against a farmer. The sanction notice shall contain:

- the violation(s) used for the decision,
- the procedure to file for an administrative review,
- the effective date of the sanction(s),
- the time period allowed to appeal, and
- any other pertinent information.

Request for Hearing

Shall be received within **thirty (30)** calendar days from the date of the sanction notice. The appeal letter shall be sent to:

FMNP/SFMNP Coordinator, Family Health & Wellness, Tennessee Department of Health, Andrew Johnson Tower 710 James Robertson Parkway Nashville, TN 37243



- Download application.
- Send to nearest vendor representative

FMNP Partners:

- Commodity Supplemental Food Program
- Fruits & Veggies More Matters®
- Local Departments of Aging
- TN Department of Agriculture
- University of TN Agricultural Extension Service
- Welch's Cost Relief Grant
- St. Thomas Community Health & Benefit

For additional information:

Kelly Soliman
Family Health and Wellness
Tennessee Dept. of Health
Andrew Johnson Tower
710 James Robertson Parkway

Nashville, TN 37243

Tele:(615) 532-8173

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