

**FARMERS' MARKET NUTRITION PROGRAM**

***FARMER HANDBOOK***



**TENNESSEE DEPARTMENT OF HEALTH  
DIVISION OF FAMILY HEALTH & WELLNESS**

**2017**

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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).

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## INTRODUCTION

**WIC** is the Women, Infants and Children's Supplemental Nutrition Program for pregnant, postpartum, or breast-feeding women, and infants and children who are determined to be at nutritional risk by a medical professional. This program is administered by the Tennessee Department of Health.

**CSFP**, the Commodity Supplemental Food Program, is also administered by the Tennessee Department of Health. The program is designed to provide nutritious supplemental foods to low-income pregnant and breastfeeding women, and infants, and children, as well as men and women age 60 or over who have an inadequate diet. Approximately, 15,000 participants receive CSFP benefits in three counties - Dyer, Davidson and Shelby. Persons certified for CSFP may not participate in the WIC Program during the same period of time.

**FMNP** is the Farmers Market Nutrition Program (FMNP) which provides fresh, unprocessed, Tennessee-grown produce (fruits, herbs, and vegetables) to WIC and CSFP participants. In addition, the program serves low income seniors in selected counties. FMNP expands the awareness, use of and sales at Tennessee farmers market locations. The Tennessee Department of Health administers the FMNP.

The goals of the Farmers Market Nutrition Program are to increase the consumption of fresh fruits and vegetables and to expand the awareness and use of produce grown by Tennessee farmers.

The WIC and Senior FMNPs provide participating families with vouchers to purchase fresh, unprocessed, Tennessee grown produce at authorized farmers' market locations. Vouchers are used to purchase produce from farmers who have completed a special training program and have been authorized by FMNP to accept vouchers. Authorized farmers validate the vouchers with a stamp provided by the Department of Health and deposit vouchers in their bank account for payment.

**HOW CAN FARMERS BENEFIT?** The FMNP can provide new customers and increased sales. Many WIC and Senior participants have never shopped at a farmer's market before receiving these vouchers. Many of the FMNP participants come to the farmers market for the first time and say they would return, even without vouchers to spend.

## Farmer Authorization

Farmer authorization is not in effect and vouchers are not to be accepted until the farmer

- completes an authorized application,
- receives training and a copy of the farmer handbook,
- receives the applicant copy of the farmer agreement signed by both parties, and
- receives a vendor stamp and vendor identification signs.

Farmer authorization expires on Dec 31st of each year of issuance. Individuals must annually apply for and receive farmer authorization in order to participate in the FMNP/SFMNP.

The program does not limit the number of vendors who may become authorized under FMNP/SFMNP. A farmer authorized to accept program vouchers may accept vouchers at any established farmers market in the state, depending upon acceptance by the local market.

Eligible foods are those fruits, vegetables and herbs listed on the approved food list and must be grown in Tennessee. The authorized farmer must have personally grown at least 51% of the eligible foods for sale.

A farmer who satisfies the following criteria shall be authorized to accept vouchers:

- Resides and grows eligible foods within Tennessee borders;
- Meets the eligibility requirements based on the information submitted in a completed application to the program;
- Submits a completed and signed authorization agreement to the authorizing agency;
- Indicates the intent to participate in the program for a majority of the season. . Agrees to notify the authorizing agency if operations cease at which time the farmer must return the State of Tennessee FMNP/SFMNP Stamp to the authorizing agency. If the selling farmers market location changes during the season, the farmer must notify the authorizing agency. At the discretion of the Vendor Representative, a new application may need to be submitted, noting the new farmers market location, and a new agreement may need to be signed.
- Provides information requested for reporting to the USDA; for example, cooperating with the program in the evaluation of each season by completely and accurately responding to a survey;
- Provides suitable hours and environment for FMNP/SFMNP participant access, and offers participants any courtesies offered other customers: acknowledges and complies with USDA nondiscrimination provisions: that standards for participation in FMNP/SFMNP are the same for everyone regardless of race, color, national origin, sex, age, or disability;
- Agrees to prominently display an authorized farmer identification sign stating participation in the FMNP/SFMNP. The sign should be removed when eligible foods are sold out. The current approved food list should be available. Immediately informs the authorizing agency in the event of loss, destruction, or theft of the authorized vendor identification sign or the authorized vendor identification stamp so that a replacement can be issued;

- Accepts vouchers only in exchange for Tennessee-grown produce as listed on the approved food list at the farmer's market location. The voucher should be properly completed and signed by the participant or proxy at the time of sale. The signature on the voucher that is presented must be compared to the signature on the voucher folder;
- Agrees that prices charged to participants for eligible foods shall be the same or lower as prices charged to other customers, except that sales tax will not be charged for foods purchased with vouchers;
- Agrees not to issue cash change for purchases that are in an amount less than the value of the FMNP/SFMNP voucher;
- Agrees to accept vouchers as payment for eligible foods only if voucher is presented in the month and year printed on the face of the voucher. Agrees to stamp each transacted voucher with the authorized vendor number prior to voucher deposit. Agrees to submit vouchers for payment within 30 days from the last day valid printed on the face of the voucher;
- Agrees not to attempt to seek reimbursement from FMNP/SFMNP participants in connection with the negotiation of a voucher not paid by FMNP/SFMNP ;
- Grants the FMNP/SFMNP the right to collect any claims of reimbursement due to error, negligence, or fraud;
- Participates in the training on FMNP/SFMNP rules and procedures through attendance in an entire session of one of the training meetings conducted by the program staff. Takes responsibility for properly training and informing employees/helpers of obligations to the FMNP/SFMNP, and is accountable for the actions of his/her employees/helpers.
- Agrees to be monitored at selling and/or growing sites for compliance with FMNP/SFMNP requirements, including both overt and covert monitoring, and to provide directions to growing sites upon request of program staff.
- Acknowledges that non-compliance with clauses contained in this section may result in sanctions being issued by the FMNP/SFMNP according to the Farmer Sanction Procedures section of the FMNP/SFMNP Farmer Handbook; and
- Acknowledges that a farmer who commits fraud or abuse of the program is liable to prosecution under applicable Federal, State or local laws. Under 7 CFR Part 248 and Part 249 of the federal regulations, those who have willfully misapplied, stolen or fraudulently obtained FMNP/SFMNP funds shall be subject to a fine of not more than \$10,000 or imprisonment for not more than five (5) years or both.



TENNESSEE DEPARTMENT OF HEALTH

**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 vouchers at the farmer's market location 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 voucher;
- (5) to only accept FMNP vouchers within their valid dates, to properly complete FMNP vouchers including farmer identifier, and to deposit FMNP vouchers within thirty (30) days from last day valid;
- (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 voucher 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	Date
Farmer (Please Print)	FMNP Contact Person
Street Address	City
Phone Number	State
FARMER STAMP:	Zip Code

**FARMERS' MARKET NUTRITION PROGRAM  
FOOD LIST**

**You can purchase any of these foods from  
Authorized FMNP farmers if Tennessee-grown.**

***VEGETABLES***

Asparagus	Cucumbers	Peas, Sugar
Beans, Lima	Eggplant	Pepper, Bell
Beans, October	Greens	Pepper, Hot
Beans, Pole	Leeks	Pepper, Pimiento
Beans, Shelly	Lettuce	Potatoes, Irish
Beans, Snap	Mushrooms	Potatoes, Sweet
Beans, Wax	Okra	Radishes
Beets	Onions	Rutabagas
Broccoli	Parsnips	Spinach
Cabbage	Peas, English	Squash
Carrots	Peas, Field	Tomatoes
Cauliflower	Peas, Snow	Tomatoes, Cherry
Corn, Sweet		Turnips

***FRUITS***

Apples	Figs	Plums
Blackberries	Gooseberries	Pumpkins
Blueberries	Grapes	Raspberries
Boysenberries	Nectarines	Rhubarb
Cantaloupe/Melon	Peaches	Strawberries
Cherries	Pears	Watermelon

***FRESH HERBS***

Includes garlic and elephant garlic

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# TENNESSEE FARMERS' MARKET NUTRITION PROGRAM

## Food List / Lista de Alimentos

### VEGETABLES/ VEGETALES

Asparagus / Esparrago	Lettuce/ Lechuga
Beans, Limas // Frijoles de Lima	Mushrooms / Hongos
Beans, October/ Habichulelas, "October"	Okra / Quimbombó
Beans, Pole/ Habichulelas, "Pole"	Onions / Cebollas
Beans, Shelly/ Habichulelas, "Shelly"	Parsnips/Chirivia
Beans, Snap / Ejotes	Peas, English / Chícharos, or arvejas, or guisantes
Beans, Wax/Habichuelas amarillas o "wax"	Peas, Field / Guisantes, "Field"
Beets / Remolachas	Peas, Snow/ Guisantes, "Snow"
Broccoli/ Brocoli	Peas, Sugar / Chícharos dulces
Cabbage / Repollo	Pepper, Bell / Pimiento Morrón
Carrots / Zanahorias	Pepper, Hot / Pimiento picante or Ají
Cauliflower/Coliflor	Pepper, Pimento / Pimientos
Corn, Sweet / Maíz Dulce	Potatoes, Irish / Papas, Irlandesas
Cucumbers / Pepinos	Potatoes, Sweet / Camote or Batata Dulce
Eggplant / Berenjena	Radishes/Rabamo
Spinach/ Espinacas	Rutabagas/Nabo Sueco
Greens / Hojas Verdes	Squash / Calabaza
Greens, Mustard / Mostaza Verde	Tomatoes / Tomates
Kale / Berza	Tomatoes, Cherry / Tomates pequeños
Leeks / Puerro	Turnips / Nabo

### FRUITS/ FRUTAS

Apples / Manzanas	Nectarines / Nectarinas
Blackberries / Zarzamoras	Peaches / Durazno, or Melocotón
Blueberries / Mora Azul	Pears / Peras
Boysenberries / Frambuesas	Plums / Ciruelas
Cantaloupe / Melón	Pumpkins / Zapallo or Calabaza
Cherries / Cerezas	Raspberries / Frambuesas
Figs/ Higo	Rhubarb/ Ruibarbo
Gooseberries / Grosella Espinosa	Strawberries/ Fresas
Grapes / Uvas	Watermelons / Sandías

### FRESH HERBS/ HIERBAS FRESCAS

Including Garlic and Elephant Garlic / Incluyendo al Ajo y al Ajo Elefante

Esta institución es un proveedor que ofrece igualdad de oportunidades.

## **IMPORTANT THINGS TO NOTE ABOUT THE FMNP VOUCHER**

**Month Valid** – The local health department or clinic issues vouchers to participants. (Sample voucher is on page 11.) The valid month is reflected on each voucher. Therefore, it is important to make sure that the participant is redeeming the current month's voucher. **Accept only vouchers for the current month and year!** Any voucher redeemed out of the valid month will not be paid. Fill in the date redeemed immediately upon receipt.

A voucher can be redeemed for only fresh, unprocessed, Tennessee-grown produce listed on the FMNP Food List. **No substitutions allowed!**

The redemption amount is the price of the total items purchased at the time of the transaction not including the sales tax. **Sales tax should not be charged!** Enter this amount in exact dollars and cents. This is the amount of money the bank will pay on the voucher. **No change will be returned and no credit due given. No voucher can be redeemed for more than \$5.00.**

The signature on the voucher must match one of the signatures on the folder. **Do not accept the voucher if it has been pre-signed.**

The voucher should never be altered (changed, rewritten or erased) for any reason. Altering a voucher may result in non-payment of that voucher. If a mistake is made on a voucher, hold the voucher and submit it to your FMNP regional contact (listed on page 16) prior to depositing that voucher in the bank.

A voucher must be deposited in the bank within thirty (30) days from the last day of the voucher's valid month and year.

The voucher is void and the bank will return it to the farmer if the dollar amount is over the \$5.00 dollar amount.

A claim for reimbursement will be made if the amount the bank paid on the voucher is incorrect due to error, negligence, or fraud.

## VOUCHERS FOR FRUITS AND VEGETABLES

Cash Value Vouchers are issued to women and children on the WIC program. **They are to be used at authorized grocery stores only.** These vouchers are issued monthly on a year round basis for values of \$8 and \$11. They are to be spent on any produce except white potatoes.

Farmers Market Vouchers are issued to women and children on the WIC program and to seniors in specific counties. They are to be used with authorized farmers only. These vouchers are issued only in July and August each year for a value of \$5. They are to be spent on Tennessee-grown produce only.

The bank will deny Cash Value Vouchers (CVVs) taken by farmers. The banking system will only allow the CVVs to be taken by grocery stores.

Please be certain that any voucher you take states,

“VALID ONLY WITH AUTHORIZED FARMER” and “\$5.00 VALUE”

## VOUCHER PROCEDURES

When a FMNP voucher is presented, you should follow the procedures listed below. All employees/helpers should be trained before accepting any vouchers. The farmer is accountable for all actions of the farmer's employees/helpers.

Separate the FMNP foods from the other purchases. (See current food list.)

Check the foods with the FMNP Food List to make sure that the participant has selected the proper foods.

Ring up the FMNP foods before the participant signs the voucher. The redeemed amount and date must be filled out at the time of purchase.

Fill out the farmer section of the voucher following these instructions:

1. The date redeemed (month, day and year). This must be within the valid month/year printed at the top of the voucher.
2. The dollar amount of the FMNP purchase (without sales tax).
3. Have the customer (participant) sign on the signature line only after the "Pay this amount" block has been completed. The signature must match the signature on the voucher folder.
4. Stamp the voucher with your authorized FMNP Farmer stamp assigned to you by the State.
5. The "PAY THIS AMOUNT" must be equal or less than \$5.00.
6. Endorse each voucher on the reverse side.

Note: Date and amounts may be completed by the participant or your employee/helper at the time of the transaction.

**Do not accept the voucher if the signature on the voucher does not match the signature on the voucher Folder!!!**

If you have questions call your local Health Department or 1-800-342-5942 (1-800-DIAL WIC)									
2	015	01	0000003613	FARMERS, MARKET SR	VKKV	TENNESSEE WIC PROGRAM	20028446		
REG.	CO.	CL.	PARTICIPANT ID#	LAST NAME	FIRST NAME	MI	ISSUING CLK. ID#		
<b>VALID ONLY FOR THE PURCHASE OF WIC APPROVED FOODS:</b>							Pay The Authorized TN WIC Vendor		64-1968 611
FOOD PACKAGE: 05M			VOUCHER CODE: SM					VALID ONLY DURING <b>FEBRUARY 2012</b>	
TENNESSEE FARMERS' MARKET NUTRITION PROGRAM									
*****NOT GOOD AT GROCERY STORES*****									
TENNESSEE GROWN FRESH FRUITS, VEGETABLES, HERBS VALID ONLY WITH AUTHORIZED FARMER \$5.00 VALUE REDEEM ONLY DURING THE MONTH ON VOUCHER NO CHANGE GIVEN									
							Not valid unless legibly stamped with authorized vendor stamp and deposited within 30 days from last day valid. Payable through United Community Bank, Marietta, GA 30060		DATE TRANSACTED
							Signature below must match signature on voucher folder.		PAY THIS AMOUNT \$
							X		
⑈ 200 28446 ⑈ ⑆061119684⑆ 2509206 ⑈									

## PROCEDURES FOR NON-PAYMENT OF VOUCHERS

The bank will return vouchers to the farmer for any of these mistakes: (see sample voucher on page 11)

- Date blank or altered.
- Monetary amount not legible, left blank or altered.
- Vouchers filled out for more than the \$5.00 amount.
- Not signed on the “redeemed” line by the participant.
- Assigned FMNP farmer stamp left off or illegible.
- Valid month or year altered.
- Vouchers redeemed outside the valid month or year.
- Vouchers deposited more than thirty (30) days from the last day of the voucher’s valid month.

**Validation/replacement of vouchers shall be kept to an absolute minimum.** It will be done only with valid justification as determined by your FMNP regional contact (listed on page 17).

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

- Valid month or year altered.
- Vouchers redeemed outside the valid month and year.
- Vouchers deposited more than thirty (30) days from the last day of the voucher’s valid month and year.

### CLAIMS PROCEDURES

Money will be collected for overcharges and fraud.

- A claim for reimbursement will be made when the farmer has made an unjustifiable error in the amount charged to the FMNP Program.
- Reimbursements will be made payable to the Tennessee FMNP Program.

Cases of possible fraud and abuse will be investigated and the appropriate action shall be taken. Evidence will be forwarded to proper authorities and prosecution may follow.

Farmer fraud is considered to be, but not limited to, the following:

- 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 or abuse of the program is liable to prosecution under applicable federal, state or local laws. Those who have willfully misapplied, stolen or fraudulently obtained FMNP funds shall be subject to a fine of not more than \$10,000 or imprisonment for not more than five (5) years or both. Farmers who commit fraud may be disqualified from the program, and are subject to applicable federal, state, or local laws.

Participant fraud is considered to be, but not limited to, the following:

- 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.

## **SANCTION PROCEDURES**

Sanction Procedures for violations of the Tennessee Farmers Market Nutrition Program (FMNP) Agreement are required by federal regulations in 7 CFR Part 248 and Part 249. Actions of a farmer which are violations of the procedures of the FMNP are divided into Class I and Class II violations. The Tennessee FMNP may issue sanctions for the following:

### **Class I Violations include:**

1. accepting FMNP vouchers outside of the valid dates;
2. failing to complete FMNP vouchers at the time of the transaction;
3. failing to display the Tennessee FMNP poster or have the current FMNP Food List available;
4. failing to train and inform employees/helpers of obligations to the FMNP Program;
5. failing to be accountable for the actions of employees/helpers;
6. 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;
7. 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
8. failing to allow a FMNP representative to conduct an unannounced on-site monitoring visit.

**Class I** violations will result in a documented warning from the Tennessee FMNP to the farmer and will be included in the farmer's FMNP file. A second occurrence of a **Class I** violation during a season will be considered a **Class II** violation.

### **Class II violations include:**

1. failing to provide information requested for reporting to the USDA;
2. providing false information on farmer's application.
3. failing to provide only FMNP approved foods in exchange for FMNP vouchers at the farmer's market location;
4. failing to charge FMNP participants the same or lower prices for FMNP approved foods as that charged to other customers;
5. issuing cash change for purchases that are in an amount less than the value of the FMNP voucher;
6. charging sales tax for FMNP approved foods;
7. attempting to seek reimbursement from FMNP participants for FMNP vouchers not paid by FMNP.
8. failing to return a State of Tennessee FMNP Stamp to the FMNP agency

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

### **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.

A second **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. The FMNP Stamp and poster(s) shall be surrendered to an FMNP representative during the period of disqualification. 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. Failing to reimburse FMNP on a claim for one or more FMNP vouchers due to error negligence or fraud may lead to state or federal prosecution.

### **Prosecution**

FMNP farmers may be subject to penalties in the case of deliberate fraud. According to federal regulations 7 CFR, Section 248, and Section 249, 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 misapplies, 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 FMNP shall provide the farmer with fifteen (15) calendar day's prior notice of such action. This notification will be made by certified mail, return receipt requested, or by hand delivery. The notification will also outline the farmer's opportunity to appeal the action and to request a hearing within 30 days of the date of the notification letter.

### **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.

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.

The farmer's request for an administrative hearing in order to appeal the actions of the FMNP shall be received within thirty (30) calendar days from the date of receipt of the sanction notice. The appeal letter shall be sent to FMNP/SFMNP Coordinator, Nutrition and Wellness 5<sup>th</sup> floor, Tennessee Department of Health, Cordell Hull Building, 425 5<sup>th</sup> Ave North, Nashville, TN 37243.

## Frequently Asked Questions

### **...A participant presents a voucher already signed on the signature line?**

Do not accept the voucher. Tell the participant to return it to the local health department or clinic to be replaced.

### **...A customer requests a refund on what you suspect to be FMNP foods?**

You should refuse to refund and contact your FMNP regional contact (page 17) as soon as possible.

Obtain the participant's name or participant number if possible.

### **...A participant wants to buy two (2) different items with one voucher?**

You can sell the participant different FMNP foods as long as the total price does not exceed five dollars.

### **...A participant attempts to buy unauthorized items?**

Try to obtain the participant's name or number and report it to your FMNP regional contact (page 17) as soon as possible.

### **...A participant becomes abusive?**

Try to obtain the participant's name or number and report it to the FMNP regional contact (page 17).

### **...A participant presents a voucher from a state other than Tennessee?**

Refuse it and refer participant to the local health department or clinic.

### **...A bank returns a voucher to you?**

If the voucher has been returned for "no farmer stamp" you may stamp it and re-deposit once. You should contact your FMNP regional contact (page 17) as soon as possible on all other vouchers returned to you.

### **...A participant is unable to sign the voucher and must make an "X"?**

Any participant who cannot sign his/her name must make an "X" and have at least one (1) witness at the farmer's location (i.e., farmer or employee). The witness should sign the name of the person making the "X" and then follow it with "witnessed by...name of witness..." The same procedure should have been used when voucher was issued at the local health department or clinic.

**FMNP regional contacts are listed on page 17.**

## FMNP REGIONAL CONTACTS

### **Bedford, Coffee, Lincoln, Maury and Moore Counties**

Debbie Palmer  
South Central Regional Health Office  
1216 Trotwood Avenue  
Columbia, TN 38401  
Phone: (931) 490-8351 or 490-8370  
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### **Dyer County**

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### **Hamblen County (Morristown)**

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### **Jackson / Madison County**

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### **Memphis / Shelby County**

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### **Nashville / Davidson County**

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### **Sullivan County**

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Sullivan County Health Department  
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### **Rutherford County**

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### **Warren County (McMinnville)**

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# CONTACTS

## Agricultural Extension Offices' Phone Numbers

For more information and phone numbers, check the Tennessee County Agricultural Extension Offices page on the internet at <http://utextension.utk.edu/county.htm>.

<u>Bedford</u> John Teague (931) 684-5971	<u>Fayette</u> (901) 465-5233	<u>Lawrence</u> (931) 762-5506	<u>Shelby</u> Cathy C. Faust (901) 752-1207
<u>Cannon</u> (615) 563-2554	<u>Franklin</u> (931) 967-2741	<u>Lewis</u> (931) 796-3091	<u>Sumner</u> (615) 452-1423
<u>Carroll</u> (731) 986-1976	<u>Gibson</u> (731) 855-7656	<u>Lincoln</u> David Qualls (931) 433-1582	<u>Sullivan</u> C.W. Ramsey (423) 279-2723
<u>Cheatham</u> (615) 792-4420	<u>Giles</u> (931) 363-3523	<u>McNairy</u> (731) 645-3598	<u>Tipton</u> (901) 476-0231
<u>Chester</u> (731) 989-2103	<u>Hamblen</u> Mannie Bedwell 423-586-6111	<u>Madison</u> Bill Wyatt (731) 668-8543	<u>Warren</u> Heath Nokes (931)473-8484
<u>Coffee</u> Steve Harris (931) 723-5141	<u>Hardeman</u> (731) 658-2421	<u>Marshall</u> (931) 359-1929	<u>Weakley</u> (731) 364-3164
<u>Crockett</u> (731) 696-2412	<u>Haywood</u> (731) 772-2861	<u>Maury</u> Richard Gross (931) 375-5301	<u>Williamson</u> (615) 790-5721
<u>Davidson</u> Michael Barry (615) 862-5995	<u>Henderson</u> (731) 968-5266	<u>Moore</u> Larry Morehead (931) 759-7163	<u>Wilson</u> (615) 444-9584
<u>Dickson</u> (615) 446-2788	<u>Hickman</u> (931) 729-2404	<u>Obion</u> (731) 885-3742	
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**Notes:**