

Nebraska Department of Agriculture



Nebraska SFMNP

SENIOR FARMERS' MARKET NUTRITION PROGRAM



NEBRASKA
OUR BEST TO YOU

2011 HANDBOOK

This handbook is provided to you by the Nebraska Department of Agriculture (NDA). Contained within this book are the terms and conditions of the SFMNP. If you have questions regarding the SFMNP, please contact NDA at 800-422-6692.

Name: _____

Vendor Number: _____

SFMNP Operation Dates: June 1 – October 31, 2011

SFMNP Coupon Redemption Dates: June 1 – November 30, 2011

NEBRASKA SENIOR FARMERS' MARKET NUTRITION PROGRAM HANDBOOK

The Senior Farmers' Market Nutrition Program (SFMNP) is designed to provide coupons to low-income senior citizens so they may purchase eligible foods from Nebraska certified produce farmers. Eligible foods consist of only fresh, nutritious, unprepared, locally grown fruits, vegetables, herbs, and honey for human consumption. The SFMNP is jointly funded by the State of Nebraska and the U.S. Department of Agriculture (USDA). It is administered by the Nebraska Department of Agriculture, in cooperation with the Nebraska Department of Health and Human Services. The State of Nebraska distributes coupons to SFMNP participants to be used only at authorized farmstands and only for eligible food purchases.

Training sessions designed to provide Program operational knowledge to farmers will be scheduled and announced each year. Individuals may attend any training session as often as they desire. Instructions will include eligible and ineligible food choices, proper coupon redemption procedures, certified farmer identification requirements, guidelines for storing SFMNP coupons safely, equitable treatment of SFMNP participants, guidelines for canceling SFMNP coupons, and Civil Rights compliance. The training will also address sanctions imposed as a result of Program noncompliance and will outline the suspension, disqualification, and appeal processes that are in place should a farmer be suspended and/or disqualified from the Program. SFMNP certified farmers are held accountable for understanding all procedures and rules of the Program and are also responsible for training all other persons who will be acting on their behalf at their farmstand(s).

This handbook sets forth the terms and conditions of the SFMNP. Farmers who have entered into a written agreement with the Nebraska Department of Agriculture (NDA) will receive a certified SFMNP farmer identification number. Signature on the agreement allows a Nebraska farmer to become a certified farmer for this Program. However, farmers who have never participated in this Program in the past are required to attend an interactive training, in addition to signing the agreement. Contained within this handbook are the rules and regulations SFMNP certified farmers must abide by as outlined in the agreement. Failure to comply with these rules will result in non-payment, suspension, and/or disqualification from this Program. The length of an agreement is valid for three (3) years. If there are any changes in the Program over the course of the three-year certification period, a letter will be sent to each farmer noting the changes in the Program.

After three years, the farmer will be required to attend another training session in order to be recertified. Neither NDA nor the farmer has an obligation to renew their agreement. NDA or the farmer may terminate the agreement for cause after providing advance written notification.

Certified SFMNP farmers are guaranteed payment so long as they comply with the Program rules. Certified farmers who handle SFMNP coupon transactions must follow certain federal and state regulations. Compliance with the following rules is required by all Nebraska SFMNP certified farmers.

- **Eligible Food Choices.** Only fresh, nutritious, unprepared, locally grown fruits, vegetables, herbs, and honey for human consumption may be purchased with SFMNP coupons. Eligible foods may not be processed or prepared beyond their natural state except for usual harvesting and cleaning processes. The term “locally grown” means product grown either in Nebraska or in an adjacent county to Nebraska’s border. There are no exceptions. Certified SFMNP farmers must provide eligible foods at the current price or less than the current price charged to other customers. For a complete list of eligible foods, please refer to the part of this document entitled, “Eligible Food List.”
- **Ineligible Food Choices.** Prohibited purchases with SFMNP coupons include, but may not be limited to:
 1. Grocery store purchases;
 2. Non-locally grown fresh fruits, vegetables, herbs, and/or honey;
 3. Whipped, sugared, creamed, dried, flavored, fruited, pasteurized, or infused honey;
 4. Processed fruit or vegetable products, such as jams and jellies, popcorn, juices and ciders, and baked goods of any kind, including fruit pies and breads; and
 5. A partial list of other ineligible items include dried fruits or vegetables, prunes (dried plums), raisins (dried grapes), sun-dried tomatoes, and dried chili peppers; potted fruit or vegetable plants; potted or dried herbs; wild rice; nuts of any kind (even raw); maple syrup; cider; seeds; eggs; meat; cheese; and seafood.

- **Valid SFMNP Coupons.** SFMNP coupons may only be accepted for the purchase of eligible foods. (SFMNP participants or their authorized representative (or proxy) may purchase eligible items with their coupons.) Coupons with missing signatures will not be accepted. Coupons from previous Program years are invalid and cannot be redeemed for cash.
- **Void Dates.** Certified farmers must adhere to the following dates:
 1. SFMNP coupons can be accepted from SFMNP participants or their authorized representative (proxy) on or before the last valid date (October 31) of each Program year. Coupons cannot to be accepted after this time.
 2. Certified farmers must deposit all SFMNP coupons accepted during that Program season on or prior to November 30 in order to receive coupon redemption money.
- **Certified Farmer Identification.** SFMNP certified farmers are responsible for visibly posting their SFMNP certified farmer ID stall sign for the current Program year. This sign is used to identify farmers who accept SFMNP coupons. Signs are provided by NDA. If an ID stall sign is lost or severely damaged, farmers are asked to immediately report this to NDA so a replacement may be issued. SFMNP certified farmers are also responsible for appropriately entering their farmer's Program ID number on the face of each SFMNP coupon. The certification ID number may be entered either at the time of the sales transaction or at a later date, just so long as it is entered prior to the time the coupon is deposited.

The farmers' market(s) farmers participate in and the hours of operation must be posted on their SFMNP certified farmer ID stall sign. Lines will be provided on the ID stall sign that will allow them to write down the market(s) they participate in and the hours of operation for each one.

- **Storing SFMNP Coupons.** Certified farmers will be responsible for safely storing coupons in a secure location. A locked box or cash register is needed in order to meet this requirement.
- **Canceling SFMNP Coupons.** Farmers are responsible for canceling SFMNP coupons. There are two options for canceling the coupons. The first option is handwriting the farmer

identification number on the coupon. The second option is rubber stamping the farmer identification number on the coupon. Rubber stamps are available from NDA. In either of these options, the farmer identification number must appear legibly on the face of the coupon.

- **Payment.** SFMNP coupons may be deposited at any financial institution (bank, savings and loan, or credit union) by appropriately endorsing each coupon. A coupon presented for payment in which the \$3 amount payable has been altered will not be honored by the Program's bank. Each transacted SFMNP coupon must contain an SFMNP farmer identification number and shall be batched for reimbursement under that identifier. This is required in order for the SFMNP coupon to be valid and available for redemption. A coupon will be void and not paid if the valid farmer certification ID number is not appropriately entered on the face of the coupon, is unreadable, or is missing. The coupon will also be void and not paid if the SFMNP participant's signature (or authorized representative's signature) on the face of the coupon is missing, the farmer failed to endorse the coupon, or the coupon is deposited after November 30 of the current Program year.

A coupon may be resubmitted for payment in the event that the farmer signature or farmer certification identification error can be properly and legally corrected by the farmer. NDA may deny the farmer payment for improperly redeemed SFMNP coupons and may demand refunds for payments already made on improperly redeemed coupons.

- **No Cash, Change, Credits, or Refunds.** SFMNP coupons may never be exchanged for cash. Change or credit may never be given to a customer using SFMNP coupons. SFMNP participants may only receive fresh, nutritious, unprepared, locally grown fruits, vegetables, herbs, and/or honey for human consumption in exchange for SFMNP coupons. Credit or refunds may not be issued on items returned that were purchased with SFMNP coupons. Farmers are prohibited from cashing SFMNP coupons accepted by non-certified farmers.
- **Nondiscrimination.** Certified farmers participating in the SFMNP may not refuse to accept properly presented SFMNP coupons in exchange for fresh, nutritious, unprepared, locally grown fruits, vegetables, herbs, and/or honey for human consumption. Farmers will establish and maintain nondiscriminatory sales transaction procedures including, but not

limited to, acceptance of SFMNP coupons in the same manner as required of all customers using personal coupons. To provide equitable treatment to SFMNP participants, eligible foods to SFMNP participants will be of the same quality and cost as that sold to other customers. Farmers must offer SFMNP participants the same courtesies and provide equal treatment to them as they would to other customers. In accordance with Federal law and USDA policy, farmers are prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, contact USDA. Write USDA, Director, Office of Adjudication and Compliance, 1400 Independence Avenue, S.W., Washington, DC 20250-9410, or call 800-795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer. Complaints will be accepted orally, written, or anonymously. Any person alleging discrimination on the basis of a protected class can file a complaint within 180 days of the alleged discriminatory action.

- **Civil Rights Compliance.** The State agency warrants and assures that it complies as applicable to it with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, to the effect that no person shall, on the grounds of race, color, national origin, sex, age, handicap, or disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives federal financial assistance.

The State agency shall comply with all local, State, and Federal statutes regarding Civil Rights laws and equal opportunity employment. Farmers and their market staff must know where to mail a Civil Rights complaint. Complaints may be mailed to the USDA's Office of Adjudication and Compliance.

- **Other Requirements.** Certified SFMNP farmers also agree to the following:
 1. Provide information as NDA may require for its periodic reports to the USDA's Food and Nutrition Service (FNS);
 2. Accept training on SFMNP procedures and provide training to any employees with SFMNP responsibilities for such procedures;

3. Agree to be monitored for compliance with SFMNP requirements, including both overt and covert monitoring;
 4. Be held accountable for actions of the farmer and his/her employees in the provision of eligible foods and related activities;
 5. Comply with the nondiscrimination provisions of USDA regulations;
 6. Notify NDA if the farmer ceases operation prior to the end of the authorization period;
 7. Pay NDA for any coupons transacted in violation of the farmer agreement;
 8. Will not collect sales tax on SFMNP coupon purchases;
 9. Will not seek restitution from SFMNP participants for coupons not paid;
 10. Will not issue cash change for purchases that are in an amount less than the value of the SFMNP coupon(s); and
 11. If a farmer commits fraud or engages in other illegal activity, he/she is liable to prosecution under applicable Federal, State, or local laws.
- **Program Violations.** Farmers who do not comply with Program rules will receive written notification from NDA. Noncompliance with SFMNP rules and regulations will result in a violation. The level of sanction farmers receive will depend upon the severity of the violation. Failure to adhere to Program regulations may result in non-payment, suspension, or even disqualification from this Program. Below is a chart showing some of the violations of the Program and the sanctions imposed as a result.

Violation	Sanction
<ul style="list-style-type: none"> • Accepting SFMNP coupons for non-locally grown fruits, vegetables, herbs, and/or honey; • Exchanging ineligible products for coupons; • Accepting SFMNP coupons in exchange for cash; • Cashing SFMNP coupons for a non-certified farmer; • Giving change; • Failure to register and certify scales used in direct sales. Farmers who use a scale to determine the price of a product at the time of the sale must ensure that the scale is a commercial, certifiable scale is registered and certified by the Division of Nebraska Weights and Measures of NDA. (For more information regarding Nebraska Weights and Measures Act, contact NDA at (866) 471-4292.) 	<p>Immediate suspension from the Program followed by disqualification for the remainder of the current year if the violation is not successfully challenged by the farmer.</p>
<ul style="list-style-type: none"> • Noncompliance with SFMNP rules and procedures as outlined in the Farmer/NDA Agreement not specifically listed as a violation; • Refusal to accept valid SFMNP coupons for locally grown, fresh fruits, vegetables, herbs, and/or honey; • Failure to permit or comply with procedures regarding on-site inspections; • Abusive or discriminatory treatment of SFMNP participants or staff; • Charging SFMNP participants a price for an item that is greater than that charged to non-participants; • Charging for items not received; • Participating in discriminatory practices; • Accepting SFMNP coupons after the Program closing date; and • Failure to appropriately display the SFMNP certified farmer ID stall sign for the current Program year. 	<p>1st and 2nd violation – warning letters 3rd violation (regardless of when 1st or 2nd violations occurred) – suspension from the Program followed by disqualification for the remainder of the current year, if the violation is not successfully challenged by the farmer.</p>
<ul style="list-style-type: none"> • Commit fraud or engage in other illegal activity. 	<p>Disqualification without reinstatement and liable to prosecution under applicable Federal, State, or local laws.</p>

- **Suspensions.** If a certified farmer is suspended, the suspension period will become effective from the date of receipt of certified mail notification. During the suspension time, the farmer's certified SFMNP farmer identification number will become temporarily disabled preventing the farmer from redeeming SFMNP coupons. During the suspension period, the farmer must refrain from participation in the SFMNP.

The suspension penalty will be in effect for a maximum of thirty (30) days during which time the farmer may appeal the suspension notice. If no appeal is made, the farmer will be automatically disqualified at the conclusion of the suspension period. If the incident leading to the suspension is successfully challenged by the farmer, the suspension will be immediately lifted.

- **Disqualification.** Disqualification will follow the suspension period. Disqualified farmers may not continue participating in the Program and are required to return the farmer certification ID stall sign to NDA within thirty (30) days of receipt of the disqualification notice. Failure to comply with this requirement may result in compromising the farmer's participation in the Program in the future. In the event a farmer is disqualified, the certified SFMNP farmer identification number will become permanently disabled preventing the farmer from redeeming SFMNP coupons.

If farmers wish to continue his/her participation in this Program, he/she must attend a training session hosted by NDA the following year. This will allow the farmer to re-enroll into the SFMNP as a certified farmer. If he/she is recertified, he/she will be on probationary status for one full SFMNP season. As a result, the farmer will receive either an overt or covert on-site monitoring investigation during the year to ensure he/she is complying with SFMNP rules and regulations.

- **Appeals.** Farmers who wish to appeal a decision, which resulted in a suspension or disqualification, may make a written request for administrative appeal to NDA. He/she may also appeal the denial to participate in the SFMNP and an action imposing a sanction. However, he/she must make this appeal within thirty (30) days of the date of receipt of certified mail notification.

NDA will set a date for the hearing fifteen (15) days after the appeal. Hearings will be conducted by telephone or in person in Lincoln, Nebraska, at the Nebraska State Office Building or at another suitable location, as determined by NDA. If the farmer is requesting a hearing, he/she will receive written notice of the time and the place of the hearing at least thirty (30) days prior to the date of the hearing. The appellant has one opportunity to reschedule the hearing date. He/she is also given an opportunity to examine, prior to and during the decision, the documents and records that support the decision under appeal.

At a minimum, the farmer or his/her representative will have the opportunity to:

1. Present the farmer's case;
2. Question or disprove any testimony or evidence, including an opportunity to confront and cross-examine adverse witnesses;
3. Be represented by counsel;
4. Bring witnesses;
5. Review the case record prior to the hearing;
6. Submit evidence to establish all pertinent facts and circumstances in the case; and
7. Advance arguments without undue interference.

An adverse action may, at NDA's option, be postponed until a decision in the appeal is rendered. In a case where an adverse action affects the farmer, a postponement is appropriate where NDA finds that participants would be unduly inconvenienced by the adverse action. In addition, NDA may determine other relevant criteria to be considered in deciding whether or not to postpone an adverse action.

The NDA hearing procedure shall provide the farmer with written notification of the adverse action, the cause(s) for the action, and the effective date of the action, including NDA's determination of whether the action shall be postponed under Section 249.16 (c) of the USDA, FNS's SFMNP Regulations, if it is appealed, and the opportunity for a fair hearing. Such notification will be provided fifteen (15) days before the effective date of the action. The hearing official will be an impartial decision maker.

The decision of the hearing official is given, in writing, to the farmer within fifteen (15) days of the date of the hearing, or within sixty (60) days from the date of receipt of the request for a hearing by NDA.

All records of the hearing and the decision are available for public inspection for a period of three (3) years. If dissatisfied with the hearing decision, the farmer may appeal to the State Director of Agriculture for further state level review of the

decision and a possible rehearing. This appeal must be made within fifteen (15) days of the contested decision of the previous hearing. The same procedures as outlined above are followed.

The State of Nebraska shall follow the Administrative Procedure Act, Neb. Rev. Stat. §§84-901 through 84-920, to allow for due process to SFMNP local agencies, SFMNP certified farmers, and SFMNP participants.

Expiration of an agreement with the farmer and claims actions under the SFMNP rules and regulations are not appealable.

If the farmer appeals an adverse action (and is permitted to continue in the SFMNP while his/her appeal is pending), he/she will continue to be responsible for compliance with the terms of the written agreement.

The State agencies are required, and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization by the Illegal Immigration Reform and Immigrant Responsibility Act of 1998, U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security, or other federal agency authorized to verify the work eligibility status of a newly hired employee.

Eligible Food List:

Fruits (raw or fresh only): apples, apricots, blackberries, blueberries, cherries, chokecherries, crabapples, currants, elderberries, gooseberries, grapes, mulberries, raspberries, strawberries, pawpaws, peaches, pears, plums, persimmons.

Vegetables (raw or fresh only): arugula, asparagus, artichokes, beans, beets, broccoli, broccoli raab, brussel sprouts, cabbage, cantaloupes, calabasa, carrots, cauliflower, celeriac, celery, chayote, chard, collards, mustard and turnip greens, sweet corn and fresh Indian corn (blue, red, multicolored), cucumbers, dandelion greens, eggplant, epazote, garlic, Florence fennel, green onions, horseradish, Jerusalem artichokes, kale, kohlrabi, leeks, lettuces, melons, muskmelon, mushrooms, okra, onions, oriental vegetables (bitter melons, wax melons), specialty greens, squash tips, parsley, parsnips, peas, and pea shoot tips, peppers, potatoes, pumpkins, radishes, rhubarb, sprouted seeds (beans, alfalfa, peas, clover, sunflowers), shallots, salad mixes, spinach, summer and winter squashes, squash blossoms, vine tips, sweet potatoes (yams), tomatoes, tomatillos, turnips, vegetable amaranth, watercress, watermelon, zucchini.

Herbs (fresh only): anise, basil, bay leaves, borage, calamints, camomile, chervil, chives, cilantro, corianders, dill fennel, germander, hyssops, lemongrass, laurels, lavenders, lemon balms, lovage, marjoram, mints, nasturtium, parsleys, pennyroyals, plectranthus, oregano, rosemary, sage, santolina, savory, silver beauties, sorrel, thymes, tarragon, fresh locally produced oriental herbs.

Honey (pure only): Must be unprocessed and locally produced. Allowable forms of honey include the following:

- Comb Honey – honey that comes exactly as it was produced in the hive.
- Cut Comb Honey – liquid honey that may have added chunks of the honey in the jar.
- Liquid Honey – honey that is 100 percent pure, is free of visible crystals and has been extracted directly from the honey comb.
- Naturally Crystallized Honey – honey that is spontaneously crystallized.
- Kosher / Wild / Organic Honey – 100 percent pure, conventionally produced honey which is free of chemicals, drugs, and antibiotics.
- Honey Sticks – liquid honey in a straw. Unflavored variety only.

This is an example of the 2011 SFMNP coupon.

<p>Nebraska Senior Farmers' Market Nutrition Program Nebraska Department of Agriculture P.O. Box 94947 • Lincoln, NE 68509 800-422-6692</p>	<p>Security State Bank Howard Lake, MN 55349 75-1248 Account # 804703 919</p>	<p>100001</p>
<p>Pay to the order of authorized Nebraska Senior Farmers' Market Vendor VENDOR MUST HAVE AN OFFICIAL SFMNP NUMBER</p>	<p>STAMP AUTHORIZED SFMNP</p> <p style="text-align: center;">VOID</p> <p>VENDOR NUMBER HERE</p>	<p>10/31/11 LAST DATE OF USE</p>
<p>Deposit no later than November 30, 2011 NOT VALID AT GROCERY STORES</p> <p>Good for the purchase of fresh, nutritious, unprepared, locally grown fruits, vegetables, herbs, and honey for human consumption from a Nebraska SFMNP certified farmer. Any other use constitutes fraud.</p>		<p>PAY EXACTLY</p> <p>\$ 3.00</p> <p>NO CHANGE GIVEN</p>



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Senior Farmers' Market Nutrition Program Contact Information

For questions on the SFMNP or farmer certification:

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Ag Promotion and Development Division
P.O. Box 94947
Lincoln, NE 68509-4947
Phone: (402) 471-4876 or 800-422-6692
Fax: (402) 471-2759
E-mail: casey.foster@nebraska.gov
Web site: www.agr.ne.gov

For questions on coupon distribution:

Tammie Scholz
Nebraska Department of Health and Human Services
Division of Medicaid and Long-Term Care -
State Unit on Aging
P.O. Box 95044
Lincoln, NE 68509-5044
Phone: (402) 471-4624 or 800-942-7830
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