

**Appendix A - FNS-339**  
**OMB Control Number 0584-0332**

**U.S. DEPARTMENT OF AGRICULTURE  
FOOD AND NUTRITION SERVICE  
FEDERAL-STATE  
SUPPLEMENTAL  
NUTRITION PROGRAMS AGREEMENT**

|                                      |
|--------------------------------------|
| For FNS Use Only<br>Agreement Number |
|--------------------------------------|

This information is being collected to assist the Food and Nutrition Service in entering into written agreements with State agencies desiring to administer the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), the WIC Farmers' Market Nutrition Program (FMNP), and/or the Seniors Farmers' Market Nutrition Program (SFMNP). This is a mandatory collection and FNS uses the information to make funds available to State agencies for the administration of one or more programs. This collection does not request any personally identifiable information under the Privacy Act of 1974. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0584-0332. The time required to complete this information collection is estimated to average .125 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Food and Nutrition Service, Office of Policy Support, 1320 Braddock Place, 5th Floor, Alexandria, VA 22306 ATTN: PRA (0584-0332). Do not return the completed form to this address.

|                         |                                   |                                                                                                                                                                                                               |
|-------------------------|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. NAME OF STATE AGENCY | 2. STATE                          | 4. PROGRAM(S) ADMINISTERED<br><br><input type="checkbox"/> WIC<br><br><input type="checkbox"/> WIC FARMERS' MARKET NUTRITION PROGRAM<br><br><input type="checkbox"/> SENIOR FARMERS' MARKET NUTRITION PROGRAM |
|                         | 3. EFFECTIVE DATE                 |                                                                                                                                                                                                               |
|                         | 5. UNIVERSAL IDENTIFIER NUMBER(S) |                                                                                                                                                                                                               |

No monies or other benefits may be paid out under this program unless this Agreement is completed and filed as required by existing regulations (7 CFR Parts 246, 248, and 249).

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### MEMBER DELEGATE CLAUSE

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

### CERTIFICATION REGARDING LOBBYING

The State agency, if applicable, has executed and attached to the agreement the required certification regarding lobbying and if applicable the Standard Form-LLL, "Disclosure of Lobbying Activities."

| STATE AGENCY                   | U.S. DEPARTMENT OF AGRICULTURE |
|--------------------------------|--------------------------------|
| PRINTED NAME                   | PRINTED NAME                   |
| BY <i>(Signature)</i><br>_____ | BY <i>(Signature)</i><br>_____ |
| TITLE                          | TITLE                          |
| DATE                           | DATE                           |

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In order to effectuate the purpose of Section 17 of the Child Nutrition Act of 1996, as amended (42 U.S.C. 1786), and Section 4402 of the Farm Security and Rural Investment Act of 2002 as amended (7 U.S.C. 3007), the United States Department of Agriculture, hereinafter referred to as the "Department," and the State Agency (item 1 above) agree as follows:

The Department agrees to make funds available to the State Agency for the administration within the State (item 2 above) of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program), the WIC Farmers' Market Nutrition Program (FMNP), and/or the Senior Farmers' Market Nutrition Program (SFMNP) in accordance with applicable regulations (7 CFR Parts 246, 248, and 249) and any amendments thereto.

The State Agency agrees to accept Federal funds for expenditure in accordance with the applicable statutes and regulations, and any amendment thereto, and to comply with all the provisions of such statutes and regulations, and amendments thereto.

The State Agency further agrees to support full use of Federal funds provided to the State Agency for the administration of the WIC Program and/or the FMNP, and exclude such funds from State budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs, and travel restrictions affecting the WIC Program or the FMNP.

Copies of the current regulations are attached hereto and made a part hereof. In the event of a proposed amendment of the regulations, if the State Agency gives to the Department, prior to the effective date of the amendment, written notice of its determination to discontinue the program or program activities for which administrative expenses are available, this Agreement shall be terminated as of the effective date of the amendment.

This Agreement shall be effective commencing on the date specified (item 3 above) and ending one year thereafter, unless terminated earlier as provided herein. The Department may renew this Agreement each year thereafter, by notice in writing

given to the State Agency as soon as practicable after funds have been appropriated by Congress for carrying out the WIC Program, the WIC Farmers' Market Nutrition Program, and/or the Senior Farmers' Market Nutrition Program during each such year. In any event, however, either party hereto may terminate this Agreement, by giving at least thirty days written notice.

Upon termination or expiration of this Agreement, as provided herein, the State Agency shall make no further disbursement of funds paid to the State Agency in accordance with this Agreement except to meet State expenses incurred on or prior to the termination or expiration date, notwithstanding any termination or expiration of this Agreement, and the State Agency shall promptly return all remaining funds made available to it by the Department. The obligations of the State Agency under the above cited regulations shall continue until the requirements hereof have been fully performed.

### **Assurance of Civil Rights Compliance**

The State Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex (including gender identity and sexual orientation), or disability, or reprisal or retaliation for prior civil rights activity be excluded from participation in, be denied the benefits of, or

otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the State Agency agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the State Agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the

behalf of the State Agency.

## **Equal Employment Opportunity Clause**

During the performance of this Agreement insofar as it relates to State administrative expenses, the State Agency agrees that:

(1) the State Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex (including gender identity and sexual orientation), pregnancy, genetic information, age, disability, national origin or retaliation. The State Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex (including gender identity and sexual orientation) pregnancy, genetic information, age, disability, national origin or retaliation.

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The State Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause.

(2) The State Agency will, in all solicitations or advertisements for employees placed by or on behalf of the State Agency, state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex (including gender identity and sexual orientation), age, handicap, or national origin.

(3) The State Agency will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department, advising the labor union or workers' representative of the

State Agency's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The State Agency will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The State Agency will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with the nondiscrimination clauses of this Agreement or with any such rules, regulations, and orders.

(6) In the event of the State Agency's noncompliance with such rules, regulations, or orders, this Agreement as it relates to State administrative expenses may be cancelled, terminated or suspended in whole or in part and the State Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

(7) The State Agency will include the provisions of items (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The State Agency will take such action with respect to any sub-contract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions, for noncompliance provided, however, that in the event the State Agency becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department. The State Agency may request the United States to enter into such litigation to protect the interests of the United States.

Under applicable regulations the Equal Employment Opportunity clause is not applicable to any Agency of the State which does not participate in, work on or under this Agreement insofar as it relates to State administrative expenses.

## **Assurance of Drug-Free Workplace**

The State agency agrees to maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, Public Law 100-690, Title V, Subtitle D, and 7 CFR part 3021.