January 4, 2013

SUBJECT: Extension of the Senior Farmers’ Market Nutrition Program for Fiscal Year 2013

TO: Regional Directors
    Special Nutrition Programs
    All Regions

    State Directors
    Senior Farmers’ Market Nutrition Programs
    All Regions

The Senior Farmers’ Market Nutrition Program (SFMNP) was authorized and funded under the Food, Conservation and Energy Act of 2008 (the 2008 Farm Bill, P.L. 110-246). This legislation expired on September 30, 2012, and consequently, State agencies have been unable to implement the SFMNP in fiscal year (FY) 2013. I am happy to inform you that on January 1, 2013, Congress extended the provisions of the Farm Bill until September 30, 2013, which will allow the administration of the SFMNP and the activities associated with its operation to resume for FY 2013, effective immediately.

In an effort to expedite and streamline initiation of the Program for FY 2013 due to the lapse caused by the expiration of the Farm Bill, the Food and Nutrition Service (FNS) will not require State agencies to submit a State Plan for FY 2013. SFMNP State agencies that operated the Program in FY 2012 must only submit a new signed Federal-State Agreement (FNS-339) (attached) and a statement to the appropriate FNS Regional Office indicating they want to extend their approved FY 2012 State Plan to FY 2013. If a State agency intends to implement a significant change from FY 2012, those changes must be described in its letter. The letter of intent to operate the SFMNP in FY 2013, along with the signed FNS-339, should be returned to the appropriate FNS Regional Office as soon as possible. Please note that SFMNP State agencies that are operating the WIC Farmers’ Market Nutrition Program in FY 2013 already have a current Federal-State Agreement in place. Those State agencies should simply mark the SFMNP box at the top of the existing FNS-339 and return it to FNS, rather than completing and signing a new Federal-State Agreement.

Please be aware that while we anticipate a full year’s funding ($20.6 million, as provided in the 2008 Farm Bill and this week’s extension), there is still some uncertainty as to whether the entire amount will indeed be available for allocation to SFMNP State agencies. FNS is working to resolve this question. In the meantime, we can and will proceed with the first step toward initiation of the SFMNP for FY 2013, which is obtaining your commitment to operate the Program, through the letter of intent and signed FNS-339 as described above. All available funds will be allocated to participating State agencies as soon as they are available to our agency.
Regional Directors
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We realize that this situation has created difficulties for SFMNP State agencies whose Program operations generally begin earlier in the fiscal year, and are committed to working with each SFMNP State agency to facilitate and expedite this process. For further questions or assistance regarding the SFMNP, State agencies should contact their respective FNS Regional Offices.

[Signature]

Diane M. Kriviski
Acting Associate Administrator
Special Nutrition Programs

Attachment
<table>
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<tr>
<th>1. NAME OF STATE AGENCY</th>
<th>2. STATE</th>
<th>4. PROGRAM(S) ADMINISTERED</th>
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3. EFFECTIVE DATE

4. PROGRAM(S) ADMINISTERED

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).
In order to effectuate the purpose of Section 17 of the Child Nutrition Act of 1966, 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 (SFMPN) 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. 610 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines; and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or handicap, 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 reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination 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, reimbursable expenditures, grant or donation of Federal property and interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which 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 State Agency by the Department. This includes any Federal agreement, arrangement, or other contract which as one of its purposes the provision of assistance such as food, cash 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 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, age, handicap, or national origin. 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, age, handicap, or national origin.

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, 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.
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."

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<th>STATE AGENCY</th>
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