

Commonwealth of Pennsylvania Department of Agriculture



The Emergency Food Assistance Program (TEFAP) Plan of Operation March 2021

I. Administration

The Emergency Food Assistance Program (TEFAP) as authorized is administered by the Pennsylvania Department of Agriculture (PDA), Bureau of Food Assistance (BFA) located at 2301 North Cameron Street, Room 401, Harrisburg, Pennsylvania 17110.

PDA executes a **Program Management Agreement (PMA)** with the Board of Commissioners in each of the Commonwealth's 67 counties for the administration of TEFAP Entitlement at the county level (see Attachment "A"). The Agreement permits the county to delegate daily management of the program to a designated lead agency; however, final accountability remains with the Board of Commissioners.

In any county where a Board of Commissioners does not execute a PMA with PDA, or where the Board of Commissioners cancels its agreement with PDA, or PDA determines that additional program activity is warranted to effectively implement the program or equitably allocate commodity, PDA will execute PMAs with qualified non-profit agencies to administer all or part of the program.

In addition, PDA executes PMAs with several food banks for the distribution of TEFAP commodity other than Entitlement (including Bonus, TM Food Purchase and Distribution Program, FFCRA, CARES, etc.) (see Attachment "B").

II. Receipt and Distribution of TEFAP Entitlement

In August of each year, subsequent to the United States Department of Agriculture's (USDA) annual publication of the "USDA Foods Available List for the Emergency Food Assistance Program (TEFAP)," PDA will survey each county and/or designated lead agency to determine which of the available TEFAP Entitlement foods they are most interested in receiving in the upcoming federal fiscal year. Based on the results of that survey, and taking into account total entitlement funding, costs for individual

products, and orders already placed for Bonus and other TEFAP foods, PDA will develop a plan and order TEFAP Entitlement foods that best align with the survey results.

TEFAP Entitlement will be received at commercial distributors under contract with PDA and will provide storage and distribution services for the program in the eight (8) distribution regions of the Commonwealth.

Allocations of TEFAP Entitlement received by Pennsylvania will be made by PDA to each county based on each county's relative number of persons determined to be unemployed and impoverished. PDA reserves the right to adjust allocation percentages to match supply with demand. As each distributor receives shipments of TEFAP Entitlement and notifies PDA of product receipt, PDA will promptly allocate product for distribution. In general, TEFAP Entitlement foods will be ordered for delivery every month of the year except for June, due to the need to conduct the annual inventory at the commercial distributors.

PDA maintains agreements with soup kitchens, shelters, and other agencies, which serve the homeless. Allocations of TEFAP Entitlement are specifically targeted for such agencies and are executed at the same time county allocations are made. When such agencies choose not to maintain agreements with PDA for direct receipt of USDA commodity, PDA maintains agreements with and provides USDA Foods to counties and/or county lead agencies having a relationship with those agencies so that eligible agencies receive their fair share of available product.

III. Receipt and Allocation of Administrative Funds

Administrative funds made available to Pennsylvania by the USDA will be used for program expenses. Program expenses include: state and local administrative expenses; transportation and storage fees associated with USDA Foods received and distributed under TEFAP; and other allowable expenses which include expenses incurred in distributing USDA Foods, privately and commercially donated product to soup kitchens, food banks, food pantries, and other emergency feeding organizations.

Expenses will be reimbursed under the PMA at the lower of twelve cents per pound (effective July 1, 2008) of product distributed or actual costs incurred by the agencies. If no product is distributed, no expenses will be recognized.

Administrative funds retained by Pennsylvania for state expenses will not exceed 15 percent of the total funds received from the USDA. Activity Reports will support expenses for administrative staff charged directly against TEFAP. Per the PMA, activity reports are due to PDA 30 days after the close of each quarter, in order for reports and payments to be processed in a timely manner.

Pennsylvania will meet its required match through a proration of administrative and field staff expense documented with personnel activity reports; a proration of general overhead expenses; and the use of state funds appropriated for the program.

IV. Eligibility Criteria and Distribution Rates

The maximum income for Pennsylvania's recipients participating in TEFAP is 150% of the established poverty level (see Attachment "C").

Distribution rates for TEFAP foods are based on household size and availability of USDA Foods to each county/lead agency.

V. Monitoring

Pennsylvania uses Food Distribution Representatives or "Field Staff" to monitor program activity (Attachments "D" and "E"). Monitoring activities include an annual review of all TEFAP county/lead agencies (see Attachment "F"), and an annual review of approximately 25% of food banks, food pantries, and soup kitchens receiving TEFAP.

In addition, the PDA Comptroller's Office conducts audits of TEFAP county lead agencies, and other agencies under contract to distribute TEFAP commodity. The intent is to ensure compliance with governing rules and regulations.

VI. Farm to Food Bank

Since 2015, Pennsylvania has administered the Pennsylvania Agricultural Surplus System (PASS). PASS provides an efficient mechanism for Pennsylvania's agricultural industry to donate safe, wholesome food products while being reimbursed for the costs involved in harvesting, processing, packaging, and transporting these foods. Without PASS, these food products would likely otherwise be left to rot in the field, be plowed under, be dumped, or be landfilled. In this way, Pennsylvania-grown products stay in the state to help meet people's basic food needs.

Pennsylvania utilizes funds provided for this state program to leverage federal funds provided for the federal Farm to Food Bank program, as described in Attachment "G".

Attachment A -- TEFAP Program Management Agreement

PA Department of Agriculture
Bureau of Food Assistance
2301 North Cameron Street
Harrisburg, Pennsylvania 17110
(717) 787-2940
Revised: March 2021

Bureau Use Only (Revised March 2021)	
ME #:	_____
Agency ID # 8 -	_____ - _____ - _____
County:	_____
Federal ID #	_____ - _____
Allocation:	_____

**Program Management Agreement
for
The Emergency Food Assistance Program (TEFAP)**

This Program Management Agreement (hereinafter referred to as “AGREEMENT”) is certification by the County of _____ (hereinafter referred to as “COUNTY”), having its principal offices _____ at _____,

_____ to the Pennsylvania Department of Agriculture, (hereinafter referred to as “PDA”), having its principal offices at 2301 North Cameron Street, Harrisburg, PA 17110-9408, that the COUNTY meets requirements for participation in The Emergency Food Assistance Program (hereinafter referred to as “PROGRAM”), as defined in the conditions contained herein. PDA participates in the PROGRAM under guidelines established by the United States Department of Agriculture (hereinafter referred to as “USDA”).

The COUNTY certifies the execution of this AGREEMENT, including the receipt, distribution and use of PROGRAM food (hereinafter referred to as “COMMODITY”), and PROGRAM administrative funds (hereinafter referred to as “PROGRAM funds”) allocated to the COUNTY or its designated lead agency (hereinafter referred to as “Lead Agency”), shall be completed in accordance with governing state and federal laws, regulations, guidelines and specific conditions, and in accordance with generally accepted accounting principles, and that upon request by PDA or its designated representative, the COUNTY will provide any and all information and documentation relating to PROGRAM management by the COUNTY and its Lead Agency.

I. Purpose.

1. **Purpose.** The PROGRAM provides for the responsible distribution of COMMODITY and PROGRAM funds received by the Commonwealth of Pennsylvania from USDA for administration of The Emergency Food Assistance Program (TEFAP) as provided for under provisions of Public Law 98-92, as amended, and all applicable regulations.

II. PROGRAM COMMODITY

Allocation of PROGRAM COMMODITY.

2. ***General Allocation Formula.*** COMMODITY available to Pennsylvania under the PROGRAM will, to the extent feasible, be allocated to the COUNTY using a formula which establishes the COUNTY'S relative percentage within Pennsylvania of individuals with income below official poverty levels, weighted at sixty percent (60%), and individuals identified as unemployed, weighted at forty percent (40%).
3. ***Changes to the Allocation Formula.*** PDA reserves the right to change the allocation formula at its own initiative or as directed by USDA. PDA reserves the right to adjust COMMODITY allocations to reflect changes in supply of COMMODITY available to Pennsylvania from USDA, and to reflect the demand of recipients by county as indicated on participation records of each county, and/or the acceptance of COMMODITY by counties.
4. ***COMMODITY Amount or Value.*** COMMODITY available to Pennsylvania under the PROGRAM is beyond the control of PDA. For this reason, PDA guarantees no minimum or maximum volume or "value of" COMMODITY allocations to the COUNTY.
5. ***Allocation Frequency.*** COMMODITY received by PDA under the PROGRAM will be allocated monthly. PDA may, at its discretion, change the frequency of these allocations.

COUNTY Responsibility.

6. ***Responding to an Allocation.***
 - a. ***Required Notification.*** Upon notification of its allocation of COMMODITY by PDA or the commercial distributor under contract with PDA to service the COUNTY, the COUNTY must *notify PDA or the commercial distributor, as applicable, within fifteen (15) calendar days from the date of the notification of* allocation of its refusal of all or part of the quantities of each COMMODITY included in the allocation.
 - b. ***Deemed Acceptance of an Allocation.*** No response by the COUNTY to the notification of allocation will be considered an acceptance of the full allocation.
 - c. ***Deemed Refusal of an Allocation.*** When the COUNTY fails to order for delivery within ninety (90) days of the notification of the allocation, any particular individual COMMODITY item that was included in that allocation, PDA may consider that particular individual COMMODITY item *refused* by the COUNTY and offer the item to other counties participating in the PROGRAM.
7. ***Ordering and Removing Accepted COMMODITY.*** COMMODITY considered by PDA to have been accepted by the COUNTY must be ordered by the COUNTY for delivery by the commercial distributor under contract with PDA to serve the COUNTY, or picked up by the COUNTY from that commercial distributor within ninety (90) days from the date of the notification of allocation.

8. ***Reallocation of Refused COMMODITY by PDA.*** COMMODITY refused by the COUNTY, or COMMODITY considered by PDA as refused, and/or COMMODITY held in the account of the COUNTY for more than ninety (90) days from the date of the allocation notification by the commercial distributor serving the COUNTY, may, at the discretion of PDA and without written notice to the COUNTY, be allocated to another county or agency.

III. PROGRAM Funds

Allocation of PROGRAM Funds from USDA.

9. ***Allocation in General.*** PROGRAM funds available to Pennsylvania from USDA and other sources identified by PDA for the PROGRAM will be used by PDA to reimburse the COUNTY for authorized expenses incurred in the distribution of COMMODITY and for other allowable costs of the PROGRAM. The total funds available for the PROGRAM may be reduced by:
 - a. Amounts authorized by USDA and required by PDA for state administrative expenses, including expenses incurred by PDA for the receipt, storage, and distribution of COMMODITY by commercial distributors under contract with PDA; and
 - b. Amounts PDA may, under authorization of USDA, convert to the purchase of additional quantities of COMMODITY.
10. ***Allocation not a Grant.*** PROGRAM funds made available under this Agreement are not considered to be a grant to the COUNTY. The funds are available to the COUNTY as reimbursement for allowable expenses incurred by the COUNTY or the COUNTY'S Lead Agency or other entity authorized by the COUNTY to participate in the PROGRAM.
11. ***COUNTY'S Duty to make Timely Claim for PROGRAM Funds.*** PROGRAM funds available to the COUNTY in each October-1-through-September-30 PROGRAM year, must be claimed by the COUNTY for the affected PROGRAM year. PDA is not responsible for reimbursement of PROGRAM expenses if the COUNTY fails to claim PROGRAM funds.

Use of PROGRAM Funds.

12. ***General Expenses.*** The COUNTY may use PROGRAM funds made available to the COUNTY by PDA for general expenses, including allowable expenses incurred by the COUNTY in its administration of the PROGRAM, including expenses related to the receipt, storage, and distribution of COMMODITY to recipients eligible for the PROGRAM.
13. ***Other Expenses.*** The COUNTY may use PROGRAM funds made available to the COUNTY by PDA for any other expenses permitted by this AGREEMENT, by PDA, and by applicable laws and regulations of the PROGRAM.
14. ***Prohibited Use: Expenses Related to BONUS COMMODITY.*** The COUNTY may **not claim** PROGRAM funds as payment or reimbursement for any expenses incurred with respect to any BONUS COMMODITY the COUNTY accepts and distributes. For purposes of this AGREEMENT,

a BONUS COMMODITY is as defined by USDA; and is a food item that is offered by USDA but that is not charged against COMMODITY entitlement or against PROGRAM funds.

Claiming PROGRAM Funds.

15. ***Basis for Reimbursement.*** PDA shall reimburse allowable expenses incurred by the COUNTY on a Fixed Rate Per Pound (FRPP) basis.

16. ***FRPP – Amount.*** The FRPP shall be as follows:

- a. ***First Year of AGREEMENT.*** The FRPP Fee for COMMODITY distributed to recipients eligible under the PROGRAM in the first year of this AGREEMENT (through September 30, 2022) shall be twelve (12) cents.
- b. ***Subsequent Years of AGREEMENT.*** The FRPP Fee for COMMODITY distributed to recipients eligible under the PROGRAM in subsequent years of this AGREEMENT shall be determined by PDA. PDA shall advise the COUNTY in writing of any change in the FRPP Fee and the effective date of the new FRPP Fee.

17. ***FRPP – Calculation.*** Using FRPP, the amount of allowable expenses to be reimbursed shall be determined by multiplying the net case weight of COMMODITY distributed to recipients by the FRPP.

For example: A case of green beans containing 24, #303 units, and designated by PDA as a twenty-four (24) pound case, would have the FRPP applied to the twenty-four (24) pounds. If the established FRPP is \$0.12, the COUNTY would be reimbursed \$2.88 for each such twenty-four (24) pound case of green beans distributed.

18. ***On-Line Inventory and Expense Reporting.*** The COUNTY shall claim PROGRAM funds for allowable expenses by submitting an on-line Inventory and Expense Reimbursement Form to which PDA shall provide the COUNTY access. PDA and the COUNTY shall cooperate to ensure that the COUNTY has access to this on-line Inventory and Expense Reimbursement Form and familiarity with its use. The on-line Inventory and Expense Reimbursement Form shall require the COUNTY to certify to PDA that expenses incurred for the distribution of COMMODITY equal or exceed the applicable reimbursement claimed. **The COUNTY may not delegate responsibility for submitting the on-line Inventory and Expense Reimbursement Form to a Lead Agency or other entity.**

19. ***Required Maximum Invoice Interval.*** The COUNTY shall claim PROGRAM funds for allowable expenses by submitting an on-line Inventory and Expense Reimbursement Form to PDA **at least quarterly, on the following schedule with respect to each October-1-through-September-30 PROGRAM year during which this AGREEMENT is in effect:**

- a. ***Due by January 30*** – the COUNTY shall submit an on-line Inventory and Expense Reimbursement Form for reimbursement of allowable expenses incurred from the preceding October 1 through December 31.

- b. **Due by April 30** – the COUNTY shall submit an on-line Inventory and Expense Reimbursement Form for reimbursement of allowable expenses incurred from January 1 through March 31.
- c. **Due by July 30** – the COUNTY shall submit an on-line Inventory and Expense Reimbursement Form for reimbursement of allowable expenses incurred from April 1 through June 30.
- d. **Due by October 30** – the COUNTY shall submit an on-line Inventory and Expense Reimbursement Form for reimbursement of allowable expenses incurred from July 1 through September 30.

Failure by the COUNTY to submit the on-line Inventory and Expense Reimbursement Form to PDA by the deadlines established above, may result in forfeiture of that quarterly payment or other such reimbursements.

20. ***Optional Monthly Invoice Interval.*** The COUNTY may, at its discretion, claim PROGRAM funds for allowable expenses by submitting an on-line Inventory and Expense Reimbursement Form to PDA on a monthly basis. If the COUNTY exercises this option, it must *commence* with the first month of the October-1-through-September-30 PROGRAM year and continue making these reports through the end of that PROGRAM year. If the COUNTY exercises this option, the monthly submittal shall be made within thirty (30) days of the end of the month with respect to which the COUNTY seeks reimbursement of allowable expenses, and shall specify the period with respect to which it is applicable.

21. ***Pennsylvania Electronic Payment Program.***

- a. The Commonwealth may make contract payments through its Automated Clearing House system (ACH), upon the COUNTY'S election. If the COUNTY so elects, within 10 days of award of the contract or purchase order, the COUNTY must submit or must have already submitted its ACH and electronic addenda information, if desired, to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101. Electronic PEPP enrollment form is available at www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf
- b. The COUNTY must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply PDA's payment to the invoice submitted.
- c. It is the responsibility of the COUNTY to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

Records; Review and Audit; Overpayment.

- 22. **Records.** The COUNTY agrees to provide PDA or its designated representative upon request, evidence of actual expenses incurred under the PROGRAM, to ensure that PROGRAM Funds are expended for allowable expenses (as described in Paragraph 12 (titled *General Expenses*) and Paragraph 13 (titled *Other Expenses*)), to provide PDA information to assist in establishing an appropriate FRPP rate, and to otherwise satisfy applicable Federal regulatory requirements.
- 23. **Review and Audit.** All payments made by PDA to the COUNTY under the PROGRAM are subject to review and audit by PDA or its designee.
- 24. **Overpayment.** If upon examination or audit of COUNTY records, PDA determines it reimbursed the COUNTY for more than it should have received under the FRPP rate, the COUNTY shall return to PDA any excess PROGRAM funds determined by PDA to have been received by the COUNTY.

Storage Fees.

- 25. **Storage Fees.** COMMODITY allocated to the COUNTY and remaining in the COUNTY’S account at the commercial distributor under contract with PDA for more than sixty (60) days is subject to a per case storage fee for each month or partial month thereof. Fees paid will not reduce payments of COUNTY’S PROGRAM funds. PDA reserves the right to reallocate to other counties or other entities, and without notification to the COUNTY, COMMODITY held in the COUNTY’S account at the commercial distributor under contract with PDA for more than ninety (90) days.

IV. COUNTY Designation of PROGRAM Lead Agency and Agreements

- 26. **Designation of Lead Agency.** If the COUNTY elects to designate a Lead Agency to perform in its place under this Agreement, it hereby designates the following entity as its PROGRAM Lead Agency:

Federal Identification Number: _____ - _____
Lead Agency Name: _____
Address: _____
City: _____

State: _____

Zip Code: _____

Telephone Number (with Area Code): _____

Fax Number: _____

Program Coordinator: _____

E-Mail Address of Program Coordinator: _____

COUNTY Agreement with LEAD AGENCY.

27. Federal Regulatory Compliance.

- a. In accordance with the federal regulatory requirement at 7 CFR § 251.2(d), the COUNTY agrees that – because it is allowed to further distribute PROGRAM COMMODITY and/or PROGRAM funds to other eligible recipient agencies (such as its designated Lead Agency) – the specific terms and conditions for doing so, including, if applicable, a list of specific organizations or types of organizations eligible to receive PROGRAM COMMODITY and/or PROGRAM funds, shall be identified either in the agreement with that eligible recipient agency or other written documents incorporated by reference into that agreement.
- b. In accordance with the federal regulatory provision at 7 CFR § 251.2(d)(1)(i), the COUNTY agrees that the COUNTY, its designated Lead Agency and any storage facility used for the handling, distribution or storage of PROGRAM COMMODITY will operate in accordance with the regulations at 7 CFR Part 250 and, as applicable, 7 CFR Part 251.
- c. In accordance with the federal regulatory provision at 7 CFR § 250.16 (a) the COUNTY agrees that the COUNTY and its designated Lead Agency are responsible to PDA for any improper distribution or use of PROGRAM COMMODITY or for any loss of (or damage to) PROGRAM COMMODITY caused by its fault or negligence.

28. ***COUNTY/Lead Agency Agreement Required.*** If the COUNTY designates a Lead Agency and provides to that Lead Agency PROGRAM COMMODITY or PROGRAM funds provided by PDA to the COUNTY under this AGREEMENT for the purpose of allowing that Lead Agency to receive and distribute COMMODITY or use PROGRAM funds in a manner consistent with this AGREEMENT, the COUNTY shall first acquire an agreement, or memorandum of understanding or similar written instrument between itself and that Lead Agency:
- a. Attaching a copy of this agreement to that document and incorporating this agreement into that document;
 - b. Requiring the Lead Agency to keep records of the use of COMMODITY and the PROGRAM funds;
 - c. Requiring the Lead Agency to make these records available to PDA or the COUNTY upon demand; and
 - d. Directing the Lead Agency to perform all functions of the Lead Agency under this Agreement, other than submitting the required on-line Inventory and Expense Reimbursement Form (as described in Paragraph 19 (titled *On-Line Inventory and Expense Reporting*), Paragraph 20 (titled *Required Maximum Invoice Interval*) and Paragraph 21 (titled *Optional Monthly Invoice Interval*)) – which shall remain the responsibility of the COUNTY.
29. ***Warehousing, Distribution and Storage of Donated Foods at the Distributing Agency Level; Federal Regulatory Requirements.*** In accordance with the federal regulatory provisions at 7 CFR §§ 250.12(a) through 250.12(f), which address the warehousing, distribution and storage of donated foods, the COUNTY and its designated Lead Agency agree that any facility used for the handling, storage and distribution of donated foods will meet the standards set forth in those subsections, which read in their entirety as follows:
- a. *Safe storage and control.* The distributing agency or subdistributing agency (which may include commercial storage facilities under contract with either the distributing agency or subdistributing agency, as applicable), must provide facilities for the storage and control of donated foods that protect against theft, spoilage, damage, or other loss. Accordingly, such storage facilities must maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The distributing agency must ensure that storage facilities comply with all Federal, State, or local requirements relative to food safety and health and procedures for responding to a food recall, as applicable, and obtain all required health inspections.
 - b. *Inventory management.* The distributing agency must ensure that donated foods at all storage facilities used by the distributing agency (or by a subdistributing agency) are stored in a manner that permits them to be distinguished from other foods, and must ensure that a separate inventory record of donated foods is maintained. The distributing agency's system of inventory management must ensure that donated foods are distributed in a timely manner and in optimal condition. On an annual basis, the distributing agency must conduct a physical review of donated food inventories at all storage facilities used by the distributing agency (or by a

subdistributing agency), and must reconcile physical and book inventories of donated foods. The distributing agency must report donated food losses to FNS, and ensure that restitution is made for such losses.

- c. *Inventory limitations.* The distributing agency is subject to the following limitations in the amount of donated food inventories on-hand, unless FNS approval is obtained to maintain larger inventories:
 - (1) For TEFAP, NSLP and other child nutrition programs, inventories of each category of donated food may not exceed an amount needed for a six-month period, based on an average amount of donated foods utilized in that period; and
 - (2) For CSFP and FDPIR, inventories of each category of donated food in the food package may not exceed an amount needed for a three-month period, based on an average amount of donated food that the distributing agency can reasonably utilize in that period to meet CSFP caseload or FDPIR average participation.
- d. *Inventory protection.* The distributing agency must obtain insurance to protect the value of donated foods at its storage facilities. The amount of such insurance must be at least equal to the average monthly value of donated food inventories at such facilities in the previous fiscal year. The distributing agency must also ensure that the following entities obtain insurance to protect the value of their donated food inventories, in the same amount required of the distributing agency in this paragraph (d):
 - (1) Subdistributing agencies;
 - (2) Recipient agencies in household programs that have an agreement with the distributing agency or subdistributing agency to store and distribute foods (except those recipient agencies which maintain inventories with a value of donated foods that do not exceed a defined threshold, as determined in FNS policy); and
 - (3) Commercial storage facilities under contract with the distributing agency or with an agency identified in paragraph (d)(1) or (2) of this section.
- e. *Transfer of donated foods.* The distributing agency may transfer donated foods from its inventories to another distributing agency, or to another program, in order to ensure that such foods may be utilized in a timely manner and in optimal condition, in accordance with this part. However, the distributing agency must request FNS approval. FNS may also require a distributing agency to transfer donated foods at the distributing agency's storage facilities or at a processor's facility, if inventories of donated foods are excessive or may not be efficiently utilized. If there is a question of food safety, or if directed by FNS, the distributing agency must obtain an inspection of donated foods by State or local health authorities, as necessary, to ensure that the donated foods are still safe and not out-of-condition before transferring them. The distributing agency is responsible for meeting any transportation or inspection costs incurred, unless it is determined by FNS that the transfer is not the result of negligence or improper action on the part of the distributing agency. The distributing agency must maintain a record of all transfers from its inventories, and of any inspections related to such transfers.
- f. *Commercial storage facilities or carriers.* The distributing agency may obtain the services of a commercial storage facility to store and distribute donated foods, or a carrier to transport donated foods, but must do so in compliance with procurement requirements in 2 CFR part

200, subpart D, and USDA implementing regulations at 2 CFR parts 400 and 416. The distributing agency must enter into a written contract with a commercial storage facility or carrier, which may not exceed five years in duration, including any extensions or renewals. The contract must include applicable provisions required by Federal statutes and executive orders listed in 2 CFR part 200, appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and USDA implementing regulations at 2 CFR parts 400 and 416. The contract must also include, as applicable to a storage facility or carrier, provisions that:

- (1) Assure storage, management, and transportation of donated foods in a manner that properly safeguards them against theft, spoilage, damage, or other loss, in accordance with the requirements in this part;
- (2) Assure compliance with all Federal, State, or local requirements relative to food safety and health, including required health inspections, and procedures for responding to a food recall;
- (3) Assure storage of donated foods in a manner that distinguishes them from other foods, and assure separate inventory recordkeeping of donated foods;
- (4) Assure distribution of donated foods to eligible recipient agencies in a timely manner, in optimal condition, and in amounts for which such recipient agencies are eligible;
- (5) Include the amount of insurance coverage obtained to protect the value of donated foods;
- (6) Permit the performance of on-site reviews of the storage facility by the distributing agency, the Comptroller General, the Department of Agriculture, or any of its duly authorized representatives, in order to determine compliance with requirements in this part;
- (7) Establish the duration of the contract, and provide for extension or renewal of the contract only upon fulfillment of all contract provisions;
- (8) Provide for expeditious termination of the contract by the distributing agency for noncompliance with its provisions; and
- (9) Provide for termination of the contract by either party for other cause, after written notification of such intent at least 60 days prior to the effective date of such action.

Recipient Agency Level: In accordance with the federal regulatory provisions at 7 CFR §250.14 (a) and (b), which address storage and inventory management at the recipient agency level, the COUNTY and its designated Lead Agency agree that any agency used for the storage and distribution of donated foods will meet the standards set forth in those subsections, which read in their entirety as follows:

- a. *Safe storage and control.* Recipient agencies must provide facilities for the storage and control of donated foods that protect against theft, spoilage, damage, or other loss. Accordingly, such storage facilities must maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. Recipient agencies must ensure that storage facilities comply with all Federal, State, or local requirements relative to food safety and health and procedures for responding to a food recall, as applicable, and obtain all required health inspections.
- b. *Inventory management—household programs.* Recipient agencies in household programs must store donated foods in a manner that permits them to be distinguished from other foods in storage, and must maintain a separate inventory record of donated foods. Such recipient agencies' system of inventory management must ensure that donated foods are distributed to recipients in a timely manner that permits use of such foods while still in optimal condition. Such recipient

agencies must notify the distributing agency of donated food losses and take further actions with respect to such food losses, as directed by the distributing agency.

Further, in accordance with federal regulatory provisions at 7 CFR §§ 250.12 (a) through 250.12 (f) and 7 CFR § 250.14 (a) and (b) quoted directly above, the COUNTY consents to inspection and inventory by the “distributing agency, subdistributing agency, recipient agency, the Comptroller General, PDA or any of their duly authorized representatives” for purposes of monitoring compliance with the Program Management Agreement and applicable Federal regulations.

30. ***COUNTY’S Responsibility to Ensure Records are Kept by Lead Agency; COUNTY’S Financial Responsibility.*** The COUNTY shall be responsible for the failure of its Lead Agency to keep or make available the referenced records, and shall repay to PDA the entire amount of PROGRAM funds provided to its Lead Agency if that Lead Agency fails to make these records available to PDA upon written demand.
31. ***Prohibition.*** The COUNTY may not delegate responsibility for submitting the on-line Inventory and Expense Reimbursement Form to a Lead Agency or other entity.
32. ***Copy of Agreement.*** The COUNTY shall submit to PDA upon request, a copy of the agreement with its designated Lead Agency.

COUNTY and Lead Agency Agreements with Other Entities.

33. ***Agreement Required.*** If the COUNTY or its Lead Agency provide COMMODITY or PROGRAM funds received by the COUNTY under this AGREEMENT to any entity for the purpose of allowing that entity to receive and distribute COMMODITY or use PROGRAM funds in a manner consistent with this AGREEMENT, the COUNTY or its Lead Agency shall first acquire an agreement or memorandum of understanding or similar written instrument between itself and that entity:
 - a. Attaching a copy of this agreement to that document and incorporating this agreement into that document;
 - b. Requiring the entity to keep records of the use of the COMMODITY and the administrative funds, in accordance with the requirements of this AGREEMENT; and
 - c. Requiring the entity to make the records available to PDA, the COUNTY or the Lead Agency upon demand.
34. ***COUNTY’S Responsibility to Ensure Records are Kept by Other Entity; COUNTY’S Financial Responsibility.*** The COUNTY shall be responsible for the failure of any such entity to keep or make available the referenced records, and shall repay to PDA the entire amount of PROGRAM funds provided to such entity if that entity fails to make these records available to PDA upon written demand.
35. ***Copy of Agreement.*** The COUNTY or its Lead Agency must submit to PDA upon request, copies of any agreement with an entity receiving PROGRAM COMMODITY or PROGRAM funds. These are to be sent to PDA electronically.

V. Plan of Operation

Submission of Plan of Operation.

36. *Plan of Operation Required.* The COUNTY shall submit a Plan of Operation for its administration of the PROGRAM when submitting its signed AGREEMENT. PDA will not authorize the release of any COMMODITY or PROGRAM funds to the COUNTY until a Plan of Operation is received and approved, and a properly signed AGREEMENT is received and processed.

37. *Contents of Plan of Operation.* The Plan of Operation shall include at minimum, the following:

- a. The name, address, telephone number, and email address of the person PDA shall contact at the COUNTY office concerning PROGRAM operations, and if the COUNTY designates a Lead Agency (see above), the name, address, telephone number, and email address of the person PDA shall contact within the Lead Agency concerning daily activities and other matters affecting PROGRAM operations.
- b. The method the COUNTY or its Lead Agency will utilize to execute the PROGRAM within the COUNTY, including a description of procedures used to ensure equitable distribution of COMMODITY to recipients eligible under the PROGRAM within the COUNTY. The COUNTY is encouraged to distribute COMMODITY to eligible recipients through food pantries.
- c. The method the COUNTY or its Lead Agency will use to ensure adequate media coverage of PROGRAM activities, including the methods, times and places where COMMODITY can be accessed by eligible recipients. Public service announcements are encouraged.

VI. COUNTY Certifications.

38. *Certifications.* The COUNTY, upon execution of this AGREEMENT, certifies or acknowledges the following:

- a. The COUNTY and/or its Lead Agency has the capability and will responsibly and equitably distribute to eligible recipients, in accordance with eligibility criteria established annually by PDA and/or USDA, COMMODITY allocated to the COUNTY by PDA.
- b. The COUNTY'S written agreements with its Lead Agency and any other entity receiving PROGRAM COMMODITY or PROGRAM funds does not diminish requirements of this AGREEMENT on the COUNTY, nor diminish PDA'S rights and privileges defined in this AGREEMENT.
- c. The COUNTY'S Lead Agency, serving as the Emergency Feeding Organization (EFO) for the PROGRAM as defined by USDA, is a non-profit 501(c)(3) organization as defined by the Internal Revenue Code.
- d. An accounting system designed in accordance with generally accepted accounting principles will be used for PROGRAM activity including the receipt, maintenance and distribution of

COMMODITY and PROGRAM funds allocated and distributed by PDA to the COUNTY under the PROGRAM.

- e. No individual eligible under PROGRAM guidelines and receiving COMMODITY from the PROGRAM will be required to make payment in money or material or be required to perform any service for COMMODITY received.
- f. No entity through which the COUNTY or Lead Agency distributes COMMODITY shall be charged any fee to participate in the PROGRAM nor shall any entity be charged any fee to receive COMMODITY.
- g. No federal appropriated funds, including PROGRAM funds received under this AGREEMENT by the COUNTY, have been paid or will be paid, by or on behalf of the COUNTY, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of this AGREEMENT, and the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
- h. Officials and employees of the COUNTY and the Lead Agency are specifically prohibited from entering into contracts or providing any services for profit under the PROGRAM. The Contractor Integrity Provisions attached hereto as Attachment "B" are made a part hereof as if specifically set forth herein.
- i. The COUNTY and its Lead Agency agree to comply with the NonDiscrimination/Sexual Harassment Clause attached hereto as Attachment "A" and made a part hereof as if specifically set forth herein.
- j. Officials and employees of the COUNTY and Lead Agency have the affirmative responsibility and duty to immediately report to PDA any instances of theft, suspected theft or mismanagement under the PROGRAM.
- k. In accordance with the federal regulatory provision at 7 CFR § 251.2(d)(1)(ii), which requires that an agreement between State agencies (such as PDA) and eligible recipient agencies (such as the COUNTY) contain the name and address of the eligible recipient agency receiving program commodity TEFAP commodities or administrative funds under the agreement, the COUNTY agrees that the name and address presented by the COUNTY on the 1st page of this Agreement is the COUNTY'S name and address for all purposes relating to this Agreement.

VII. Fiscal Requirements.

Records

39. **General Records Requirements.** The COUNTY or its designated Lead Agency shall maintain, in conformance with generally accepted accounting practices, separate books, records, documents and other evidence supporting costs incurred for the distribution of COMMODITY. Unless waived by PDA in writing, inventory records must separately track the receipt, distribution and inventory of

COMMODITY. A physical count of COMMODITY by the COUNTY or its Lead Agency must be taken no less than annually, and reconciled to book inventory records.

40. ***Separation of Records.*** The receipt, distribution and inventory of COMMODITY received by the COUNTY under this AGREEMENT must be accounted for separately from COMMODITY the COUNTY receives from any other source or under any separate agreement or program administered or overseen by PDA.
41. ***Separation of BONUS COMMODITY Records.*** The receipt, distribution and inventory of COMMODITY received by the COUNTY under this AGREEMENT must be accounted for separately from any BONUS COMMODITY the COUNTY receives under this Agreement, since the COUNTY may not claim PROGRAM funds as payment or reimbursement for any expenses incurred with respect to any BONUS COMMODITY the COUNTY accepts and distributes.

Record Retention

42. ***Minimum Retention Period.*** Financial records, supporting documentation, statistical records, and all other PROGRAM related records shall be retained for a period of three (3) years following the final payment of invoices paid by PDA to the COUNTY.
43. ***COUNTY'S ongoing Responsibility.*** The COUNTY has primary responsibility to ensure that PROGRAM records are retained and available to PDA for review, and that responsibility applies to records of the COUNTY, its PROGRAM Lead Agency and all entities authorized by the COUNTY or its PROGRAM Lead Agency to receive and distribute COMMODITY and authorized to receive and spend PROGRAM funds. Record retention requirements of the PROGRAM must be included in the COUNTY'S agreement with its PROGRAM Lead Agency and all entities participating in the PROGRAM.
44. ***Extension of Retention Period.*** If any litigation, claim or audit is initiated before the expiration of the retention period, the records shall be retained until all claims or findings involving the records have been resolved.

Accounting Method.

45. The reporting of revenues obtained and funds expended shall be on an accrual basis. This requires the reporting of revenues and expenditures in the period when actually earned or incurred.

Audits of PROGRAM, Including COMMODITY (CFDA #10.569) and PROGRAM Funds (CFDA #10.568).

46. ***General Responsibility.*** The COUNTY, its PROGRAM Lead Agency and all entities through which the COUNTY receives or distributes COMMODITY or PROGRAM funds are subject at reasonable times to review and audit by PDA, USDA, Pennsylvania's Auditor General, and individuals authorized by PDA to determine compliance with statutes, regulations and policies.

47. **Federal Audit Requirements.** The COUNTY and its Lead Agency agree to comply with the Federal Audit Requirements attached hereto as Attachment “C” and made a part hereof as if specifically set forth herein.

VIII. General Provisions

48. **Time of Commencement.** This AGREEMENT commences on October 1, 2021 and shall remain in effect until September 30, 2026.

49. **Additional Attached Provisions.** The following Attachments are attached, incorporated herein and made a part hereof. The COUNTY and any LEAD AGENCY it designates shall comply with, and be bound by, the provisions set forth in these Attachments:

- a. Attachment “A” – Nondiscrimination/Sexual Harassment Clause, with respect to which the COUNTY is the “Grantee.”
- b. Attachment “B” – Contractor Integrity Provisions, with respect to which the COUNTY is the “Contractor.”
- c. Attachment “C” – Federal Audit Requirements, with respect to which the COUNTY is the “Subrecipient.”
- d. Attachment “D” – Lobbying Certificate Form, **which requires a separate signature by the COUNTY.**
- e. Attachment “E” – Federal Funding Accountability and Transparency Act Provisions and Data Sheet, with respect to which the COUNTY is the “Grantee.” and **which must be completed by the COUNTY.**
- f. Attachment “F” – Right-to-Know, with respect to which the COUNTY is the “Grantee.”
- g. Attachment “G” – Contractor Responsibility Provisions, with respect to which the COUNTY is the “Contractor.”

50. **Laws and Regulations.** In accordance with the federal regulatory provision at 7 CFR § 250.4(c)(2), the COUNTY agrees that the COUNTY, its designated Lead Agency, and any of its subcontractors in the performance of its or their obligations under this AGREEMENT that it, or they, will follow all applicable Federal, State, or local requirements for COMMODITY relating to food safety and/or subject to a food recall. This includes following procedures and instructions from the State Agency for responding to USDA COMMODITY subject to a food recall to ensure that such foods are isolated, inspected, and recovered in an expeditious manner.

51. **Severability.** The terms and provisions of this AGREEMENT are severable. In the event of the unenforceability or invalidity of any one or more of the terms, covenants, conditions or provisions of

this AGREEMENT under federal, state or other applicable law, such unenforceability or invalidity shall not render any other terms, covenants, conditions or provisions hereof unenforceable or invalid.

52. Termination.

- a. **Termination by Written Notice.** This AGREEMENT may be terminated by PDA by giving thirty (30) days written notice to the COUNTY. In the case of termination by PDA, the COUNTY shall be reimbursed for all expenses incurred under the terms of this AGREEMENT prior to receipt of notice of such termination.
- b. **Termination for Nonperformance.** If through any cause the COUNTY shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or in the event of violation of any of the covenants contained herein, PDA shall thereupon have the right to terminate this AGREEMENT by giving written notice to the COUNTY specifying the effective date of termination.
- c. **Termination for Lack of Funds.** PDA reserves the right to terminate this AGREEMENT due to the non-availability of PROGRAM funds or COMMODITY, by giving written notice to the COUNTY specifying the effective date of termination.

53. Hold Harmless. The COUNTY agrees to indemnify and hold the Commonwealth, PDA, its officers, agents, and employees harmless from and against any and all suits and judgments for damages for personal injury, death, or damage to real or tangible personal property arising out of or in conjunction with the performance by the COUNTY under this AGREEMENT and caused by the COUNTY'S negligence or intentional wrongful acts.

54. Integration. This AGREEMENT constitutes the entire agreement between the parties. No amendment or modification changing its scope or terms shall have any force or effect unless it is in writing and signed by all parties concerned. This AGREEMENT shall be construed in accordance with the law of the Commonwealth of Pennsylvania.

55. State Tax Liability – Offset Provision. The COUNTY agrees that the Commonwealth may set off the amount of any state tax liability or other debt that is owed to the Commonwealth and not being contested on appeal against any payments due under this or any other contract with the Commonwealth.

56. Civil Rights Compliance. In accordance with USDA Food and Nutrition Service (“FNS”) Instruction No. 113-1 (titled *Civil Rights Compliance and Enforcement – Nutrition Programs and Activities*) the COUNTY agrees that the COUNTY and its designated Lead Agency 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), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*); all provisions required by the implementing regulations of USDA; Department of Justice Enforcement guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives

Federal financial assistance from FNS; and hereby give assurance to immediately take measures as necessary to implement this agreement.

57. *The Americans With Disabilities Act.*

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the COUNTY understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this AGREEMENT or from activities provided for under this AGREEMENT. As a condition of accepting and executing this AGREEMENT, the COUNTY agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The COUNTY shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the COUNTY’S failure to comply with the provisions of the immediately preceding paragraph.

(Signature Page Follows)

In Witness Whereof, the Parties with the intention of being legally bound hereby have caused this AGREEMENT to be executed by their duly authorized representatives the day and year first above written:

COUNTY COMMISSIONERS	
<hr/>	
<i>Signature/Title</i>	<i>Date</i>
<hr/>	
<i>Signature/Title</i>	<i>Date</i>
<hr/>	
<i>Signature/Title</i>	<i>Date</i>
<hr/>	
County Federal Identification Number	

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF AGRICULTURE	
<hr/>	
Russell C. Redding, Secretary	Date

Note: As applicable, at least two (2) County Commissioners, the County Executive, or the Mayor of Philadelphia must sign this Agreement whether the COUNTY administers the PROGRAM or designates a Lead Agency.

APPROVAL AS TO FORM AND LEGALITY:

Chief Counsel (Date)
Department of Agriculture

Office of Attorney General (Date)

Office of General Counsel (Date)

I hereby certify funds in the amount of \$ _____ are

available under GR# _____ for the Period

October 1, 2021 through September 30, 2026.

Acct. Code: _____

Attachment “A”

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the contracts relates.
5. The Grantee, any subgrantee, any contractor or any subcontractor shall, within the time periods requested by the commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the granting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within thirty (30) days after award of any grant, the Grantee shall be required to complete, sign and submit Form STD-21, the “Initial Contract Compliance Data” form. Grantees who have fewer than five employees or whose employees are all from the same family or who have completed the STD-21 form within the past 12 months may, within the 15 days, request an exemption from the STD-21 form from the granting agency.
6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
7. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Attachment "B"

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - a. Approved in writing by the Commonwealth prior to its disclosure; or
 - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or

- c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
- d. Necessary for purposes of Contractor's internal assessment and review; or
- e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
- f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
- g. Otherwise required by law.

10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (1) obtaining;
 - (2) attempting to obtain; or
 - (3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the *Act of June 2, 1915 (P.L. 736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before

February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
 - a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
 - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.

- c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
- d. "Financial interest" means:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- f. "Immediate family" means a spouse and any unemancipated child.
- g. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- h. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

Attachment "C"

Audit Requirements

The COUNTY identified in the foregoing Agreement, hereinafter referred to as Sub recipient, must comply with all federal and state audit requirements including: the Single Audit Act, as amended, 31 U.S.C. 7501 et, Seq.; Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as amended; and any other applicable laws or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government. If the Subrecipient is a local government or non-profit organization and expends total federal awards of \$300,000.00 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, the Subrecipient is required to have an audit made in accordance with the provisions of OMB Circular A-133.

If the Subrecipient is a for-profit organization and expends total federal awards of \$300,000.00 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, the Subrecipient is required to have a program-specific audit made in accordance with the provisions of OMB Circular A-133, and in accordance with the laws and regulations governing the programs in which it participates.

If the Subrecipient expends total federal awards of less than \$300,000.00 during its fiscal year, it is exempt from these audit requirements, but is required to maintain auditable records of federal awards and any state funds which supplement such awards, and to provide access to such records by federal and state agencies or their designees.

SUBMISSION OF AUDIT INFORMATION TO THE COMMONWEALTH

The Subrecipient shall submit copies of the audit report package to the Commonwealth, which shall include:

1. Data Collection Form
2. Financial statements and schedule of expenditures of federal awards
3. Auditor's reports on the financial statements and schedule of expenditures of federal awards, internal control and compliance as well as a schedule of findings questioned costs.
4. Summary schedule of prior audit findings.
5. Corrective action plan.
6. Management letter comments

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the audit guide and OMB Circular A-133.

The number of copies to be submitted shall equal one for the Bureau of Audits (archival copy) plus one for each Commonwealth agency which provided federal pass-through awards to the entity, as reflected in the entity's Schedule of Expenditures of Federal Awards. The audit report package should be submitted to the:

Office of the Budget/ Bureau of Audits
Division of Subrecipient Audit Review
Bell Tower- 6th Floor
303 Walnut Street
Harrisburg, PA 17101
Phone: (717) 783-9120
Fax: (717) 783-0361

GENERAL AUDIT PROVISIONS

The Subrecipient is responsible for obtaining the necessary audit and securing the services of a certified public accountant or other independent governmental auditor, Federal regulations preclude public accountants licensed in the Commonwealth of Pennsylvania from performing audits of federal awards.

The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by Commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the Subrecipient's auditor, and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the Subrecipient.

Audit working papers and audit report shall be retained by the Subrecipient's auditor for a minimum of three years from the date of issuance of the audit report, unless the Subrecipient's auditor is notified in writing by the Commonwealth or the Cognizant or oversight federal agency to extend the retention period. Audit working papers shall be made available upon request to authorized representatives of the federal funding agency, of the General Accounting Office.

Attachment "D"

Lobbying Certificate Form

Certification for contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31. U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE: _____

TITLE: _____

DATE: _____

Attachment “E”

Federal Funding Accountability and Transparency Act Provisions

1. Registration and Identification Information

Grantee must maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

Grantee must provide its assigned DUNS number, and DUNS + 4 number if applicable, to the Commonwealth along with Grantee’s return of the signed grant agreement. The Commonwealth will not process this grant until such time that Grantee provides this information.

2. Primary Location

Grantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Grantee must list the location where the most amount of the grant award is to be expended pursuant to this grant agreement.

Grantee must provide this information to the Commonwealth along with Grantee’s return of the signed grant agreement. The Commonwealth will not process this grant until such time that Grantee provides this information.

3. Compensation of Officers

Grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if--**

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards; and

(II) \$25,000,000 or more in annual gross revenues from Federal awards: and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 780(d)) or section 6104 of the Internal Revenue Code of 1986.

If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.

Grantee must provide information responding to this question along with Grantee’s return of the signed grant agreement. The Commonwealth will not process this grant until such time that Grantee provides such information responding to this question.

Federal Funding Accountability and Transparency Act Sub-recipient Data Sheet

Grantee must provide information along with Grantee's return of the signed grant agreement. The Commonwealth will not process the grant until such time that Grantee provides such information.

DUNS NUMBER

DUNS Number: DUNS Number + 4 (if applicable):

[INSTRUCTIONS: Grantee must provide its assigned DUNS number, and DUNS + 4 number if applicable. Grantee must maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded pursuant to their sub-grant agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.]

PRIMARY LOCATION

City: State: Zip+4:

[INSTRUCTIONS: Grantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Grantee must list the location where the most amount of the grant award is to be expended pursuant to the grant agreement.]

Compensation of Officers

Officer 1 Name: Officer 1 Compensation: Officer 2 Name: Officer 2 Compensation: Officer 3 Name: Officer 3 Compensation: Officer 4 Name: Officer 4 Compensation: Officer 5 Name: Officer 5 Compensation:

By marking the following box
Grantee affirms they do not meet
the conditions for reporting highly
compensated officials

[INSTRUCTIONS: Grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if--

(i) the entity in the preceding fiscal year received--

(I) 80 percent or more of its annual gross revenues in Federal awards; and

(II) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.

Attachment "F"

Grant Provisions - Right to Know Law 8-K-1580, 2/1/2010

- a. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth agency.
- b. If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"). Grantee or Subgrantee shall:
 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- d. If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge.

As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

- i. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

Attachment “G”

Contractor Responsibility Provisions (December 2020)

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- 5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 6.** The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

Attachment B – PMA for Non-Government TEFAP Agencies

PA Department of Agriculture
Bureau of Food Assistance
2301 North Cameron Street, Room 401
Harrisburg, Pennsylvania 17110
(717) 787-2940
Do not fax agreements; originals required
(Rev. March 2021)

ME # _____

**Program Management Agreement
For Non-Governmental Agencies Participating in
The Emergency Food Assistance Program (TEFAP)**

This Program Management Agreement (hereinafter referred to as “AGREEMENT”) is entered into by and between _____, having its _____ business _____ address _____ at _____

_____, (hereinafter referred to as “AGENCY”), and the Pennsylvania Department of Agriculture, (hereinafter referred to as “PDA”), having its principal offices at 2301 North Cameron Street, Harrisburg, PA 17110-9408, and establishes the terms and conditions pursuant to which the AGENCY shall participate in **The Emergency Food Assistance Program** (hereinafter referred to as “PROGRAM”). PDA participates in the PROGRAM under guidelines established by the United States Department of Agriculture (hereinafter referred to as “USDA”).

The AGENCY certifies the execution of this AGREEMENT, including the receipt, distribution and use of PROGRAM food (hereinafter referred to as “COMMODITY”), shall be completed in accordance with governing state and federal laws, regulations and guidelines, and in accordance with the terms and conditions presented below.

- 1. **Purpose.** The AGREEMENT provides for the responsible distribution and use of COMMODITY made available to Pennsylvania by USDA under The Emergency Food Assistance Program (TEFAP) as provided for under provisions of Public Law 98-92, as amended, and all applicable regulations.
- 2. **PROGRAM COMMODITY - Offering of PROGRAM COMMODITY.**
 - a. COMMODITY available to Pennsylvania under the PROGRAM under this AGREEMENT will be offered to the AGENCY in quantities and on a schedule determined by PDA. COMMODITY will be offered to the AGENCY for distribution to recipient agencies as determined eligible by PDA.
 - b. COMMODITY made available to Pennsylvania under the PROGRAM is beyond the control of PDA; therefore, PDA guarantees no minimum or maximum volume of COMMODITY offerings to the AGENCY.

3. PROGRAM COMMODITY - Frequency and Method of COMMODITY Offerings. When available, PDA will offer COMMODITY to the AGENCY, with no fixed schedule guaranteed. An offer will be directed to the AGENCY by e-mail, telephone call, or other electronic means, and will specify the time within which the AGENCY must respond to the offer. This offer of COMMODITY is described as a “notice of offer” throughout this AGREEMENT.

4. PROGRAM COMMODITY - AGENCY Responsibility.

- a. **Responding to a Notice of Offer.** The AGENCY shall provide its response to a notice of offer to PDA within the time period specified in that notice of offer.
- b. **Distribution of COMMODITY by AGENCY.** COMMODITY offered to the AGENCY under the AGREEMENT is intended for distribution only to eligible recipient agencies. The AGENCY has the obligation to ensure that any entity to which it distributes COMMODITY under this AGREEMENT provides full access for PDA to review and audit all records relating to the receipt and distribution of COMMODITY received by that entity (see Paragraph No. 7, below).
- c. **Separate Accounting.** The receipt, distribution, and inventory of COMMODITY received by the AGENCY under this AGREEMENT must be accounted for separately from COMMODITY the AGENCY receives from other sources, i.e. counties or other agencies participating in the PROGRAM under separate agreements with PDA. A physical count of COMMODITY received by the AGENCY must be taken no less than annually, and reconciled to book inventory records.
- d. **Food Safety/Food Recalls.** In accordance with the federal regulatory provision at 7 CFR § 250.4(c)(2), the AGENCY agrees that the AGENCY, and any entity to whom it provides COMMODITY, will follow all applicable Federal, State, or local requirements for COMMODITY relating to food safety and/or subject to a food recall. This includes following procedures and instructions from PDA for responding to COMMODITY subject to a food recall to ensure that such foods are isolated, inspected, and recovered in an expeditious manner.

5. Federal Regulatory Compliance.

- a. In accordance with the federal regulatory requirement at 7 CFR § 251.2(d), the AGENCY agrees that – because it is allowed to further distribute PROGRAM COMMODITY to other eligible recipient agencies– the specific terms and conditions for doing so, including, if applicable, a list of specific organizations or types of organizations eligible to receive PROGRAM COMMODITY and/or PROGRAM funds, shall be identified either in the agreement with that eligible recipient agency or other written documents incorporated by reference into that agreement.
- b. In accordance with the federal regulatory provision at 7 CFR § 251.2(d)(1)(i), the AGENCY agrees that the AGENCY and any storage facility used for the handling, distribution or storage of PROGRAM COMMODITY will operate in accordance with the regulations at 7 CFR Part 250 and, as applicable, 7 CFR Part 251.

- c. In accordance with the federal regulatory provision at 7 CFR § 250.16 (a) the AGENCY agrees that it is responsible to PDA for any improper distribution or use of PROGRAM COMMODITY or for any loss of (or damage to) PROGRAM COMMODITY caused by its fault or negligence.

6. Warehousing, Distribution and Storage of Donated Foods at the Distributing Agency Level; Federal Regulatory Requirements. In accordance with the federal regulatory provisions at 7 CFR §§ 250.12(a) through 250.12(f), which address the warehousing, distribution and storage of donated foods, the AGENCY agrees that any facility used for the handling, storage and distribution of donated foods will meet the standards set forth in those subsections, which read in their entirety as follows:

- a. *Safe storage and control.* The distributing agency or subdistributing agency (which may include commercial storage facilities under contract with either the distributing agency or subdistributing agency, as applicable), must provide facilities for the storage and control of donated foods that protect against theft, spoilage, damage, or other loss. Accordingly, such storage facilities must maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The distributing agency must ensure that storage facilities comply with all Federal, State, or local requirements relative to food safety and health and procedures for responding to a food recall, as applicable, and obtain all required health inspections.
- b. *Inventory management.* The distributing agency must ensure that donated foods at all storage facilities used by the distributing agency (or by a subdistributing agency) are stored in a manner that permits them to be distinguished from other foods, and must ensure that a separate inventory record of donated foods is maintained. The distributing agency's system of inventory management must ensure that donated foods are distributed in a timely manner and in optimal condition. On an annual basis, the distributing agency must conduct a physical review of donated food inventories at all storage facilities used by the distributing agency (or by a subdistributing agency), and must reconcile physical and book inventories of donated foods. The distributing agency must report donated food losses to FNS, and ensure that restitution is made for such losses.
- c. *Inventory limitations.* The distributing agency is subject to the following limitations in the amount of donated food inventories on-hand, unless FNS approval is obtained to maintain larger inventories:
 - (1) For TEFAP, NSLP and other child nutrition programs, inventories of each category of donated food may not exceed an amount needed for a six-month period, based on an average amount of donated foods utilized in that period; and
 - (2) For CSFP and FDPIR, inventories of each category of donated food in the food package may not exceed an amount needed for a three-month period, based on an average amount of donated food that the distributing agency can reasonably utilize in that period to meet CSFP caseload or FDPIR average participation.
- d. *Inventory protection.* The distributing agency must obtain insurance to protect the value of donated foods at its storage facilities. The amount of such insurance must be at least equal to the average monthly value of donated food inventories at such facilities in the previous fiscal

year. The distributing agency must also ensure that the following entities obtain insurance to protect the value of their donated food inventories, in the same amount required of the distributing agency in this paragraph (d):

(1) Subdistributing agencies;

(2) Recipient agencies in household programs that have an agreement with the distributing agency or subdistributing agency to store and distribute foods (except those recipient agencies which maintain inventories with a value of donated foods that do not exceed a defined threshold, as determined in FNS policy); and

(3) Commercial storage facilities under contract with the distributing agency or with an agency identified in paragraph (d)(1) or (2) of this section.

e. *Transfer of donated foods.* The distributing agency may transfer donated foods from its inventories to another distributing agency, or to another program, in order to ensure that such foods may be utilized in a timely manner and in optimal condition, in accordance with this part. However, the distributing agency must request FNS approval. FNS may also require a distributing agency to transfer donated foods at the distributing agency's storage facilities or at a processor's facility, if inventories of donated foods are excessive or may not be efficiently utilized. If there is a question of food safety, or if directed by FNS, the distributing agency must obtain an inspection of donated foods by State or local health authorities, as necessary, to ensure that the donated foods are still safe and not out-of-condition before transferring them. The distributing agency is responsible for meeting any transportation or inspection costs incurred, unless it is determined by FNS that the transfer is not the result of negligence or improper action on the part of the distributing agency. The distributing agency must maintain a record of all transfers from its inventories, and of any inspections related to such transfers.

f. *Commercial storage facilities or carriers.* The distributing agency may obtain the services of a commercial storage facility to store and distribute donated foods, or a carrier to transport donated foods, but must do so in compliance with procurement requirements in 2 CFR part 200, subpart D, and USDA implementing regulations at 2 CFR parts 400 and 416. The distributing agency must enter into a written contract with a commercial storage facility or carrier, which may not exceed five years in duration, including any extensions or renewals. The contract must include applicable provisions required by Federal statutes and executive orders listed in 2 CFR part 200, appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and USDA implementing regulations at 2 CFR parts 400 and 416. The contract must also include, as applicable to a storage facility or carrier, provisions that:

(1) Assure storage, management, and transportation of donated foods in a manner that properly safeguards them against theft, spoilage, damage, or other loss, in accordance with the requirements in this part;

(2) Assure compliance with all Federal, State, or local requirements relative to food safety and health, including required health inspections, and procedures for responding to a food recall;

(3) Assure storage of donated foods in a manner that distinguishes them from other foods, and assure separate inventory recordkeeping of donated foods;

- (4) Assure distribution of donated foods to eligible recipient agencies in a timely manner, in optimal condition, and in amounts for which such recipient agencies are eligible;
- (5) Include the amount of insurance coverage obtained to protect the value of donated foods;
- (6) Permit the performance of on-site reviews of the storage facility by the distributing agency, the Comptroller General, the Department of Agriculture, or any of its duly authorized representatives, in order to determine compliance with requirements in this part;
- (7) Establish the duration of the contract, and provide for extension or renewal of the contract only upon fulfillment of all contract provisions;
- (8) Provide for expeditious termination of the contract by the distributing agency for noncompliance with its provisions; and
- (9) Provide for termination of the contract by either party for other cause, after written notification of such intent at least 60 days prior to the effective date of such action.

Recipient Agency Level: In accordance with the federal regulatory provisions at 7 CFR §250.14 (a) and (b), which address storage and inventory management at the recipient agency level, the AGENCY agrees that any agency used for the storage and distribution of donated foods will meet the standards set forth in those subsections, which read in their entirety as follows:

- a. *Safe storage and control.* Recipient agencies must provide facilities for the storage and control of donated foods that protect against theft, spoilage, damage, or other loss. Accordingly, such storage facilities must maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. Recipient agencies must ensure that storage facilities comply with all Federal, State, or local requirements relative to food safety and health and procedures for responding to a food recall, as applicable, and obtain all required health inspections.
- b. *Inventory management—household programs.* Recipient agencies in household programs must store donated foods in a manner that permits them to be distinguished from other foods in storage, and must maintain a separate inventory record of donated foods. Such recipient agencies' system of inventory management must ensure that donated foods are distributed to recipients in a timely manner that permits use of such foods while still in optimal condition. Such recipient agencies must notify the distributing agency of donated food losses and take further actions with respect to such food losses, as directed by the distributing agency.

Further, in accordance with federal regulatory provisions at 7 CFR §§ 250.12 (a) through 250.12 (f) and 7 CFR § 250.14 (a) and (b) quoted directly above, the AGENCY consents to inspection and inventory by the “distributing agency, subdistributing agency, recipient agency, the Comptroller General, PDA or any of their duly authorized representatives” for purposes of monitoring compliance with the Program Management Agreement and applicable Federal regulations.

7. Agency Agreements with Other Entities.

- a. If the AGENCY provides COMMODITY received by the AGENCY under this AGREEMENT to any entity for the purpose of allowing that entity to receive and distribute COMMODITY in a manner consistent with this AGREEMENT, the AGENCY shall first acquire an agreement between itself and that entity which:
 - i. Specifies the purpose for which COMMODITY is to be used;
 - ii. Requires the entity to keep records of the use of COMMODITY; and
 - iii. Requires the entity to make such records available to PDA and/or the AGENCY upon demand.
- b. The AGENCY must submit to PDA a list of all entities to whom AGENCY provides COMMODITY.
- c. The AGENCY must submit to PDA upon request copies of agreements it executes with entities receiving COMMODITY.
- d. The AGENCY shall be responsible for the failure of any entity to which it provides COMMODITY to keep or make available the referenced records, and shall repay to PDA the value of COMMODITY provided to that entity if that entity fails to make the requested records available to PDA upon written demand, or fails to distribute COMMODITY in accordance with this AGREEMENT.

8. AGENCY Certifications. The AGENCY, upon execution of this AGREEMENT, certifies or acknowledges the following:

- a. The AGENCY has the capability and will responsibly and equitably distribute COMMODITY to eligible recipient agencies, in accordance with eligibility criteria established annually by PDA.
- b. The AGENCY'S written agreements with any other entity receiving COMMODITY does not diminish requirements of this AGREEMENT on the AGENCY, nor diminish PDA's rights and privileges defined in the AGREEMENT.
- c. The AGENCY is a non-profit 501(c)(3) organization as defined by the Internal Revenue Code.
- d. An accounting system designed in accordance with generally accepted accounting principles will be used for PROGRAM activity including the receipt, maintenance and distribution of COMMODITY offered and distributed by PDA to the AGENCY under the program.
- e. No eligible recipient agency or individual eligible under PROGRAM guidelines and receiving COMMODITY from the PROGRAM will be required to make payment in money or material or be required to perform any service for COMMODITY received.

- f. No entity through which the AGENCY distributes COMMODITY shall be charged any fees to participate in the program.
- g. The AGENCY cannot require recipient agencies to purchase commercial or privately donated food in order to receive COMMODITY by delivery or pick up from this PROGRAM.
- h. Officials and employees of the AGENCY are specifically prohibited from entering into contracts or providing any services for profit under the PROGRAM.
- i. Officials and employees of the AGENCY have the affirmative responsibility and duty to immediately report to PDA any instances of theft, suspected theft or mismanagement under the PROGRAM.

9. Plan of Operation. The AGENCY must submit a Plan of Operation for its administration of the PROGRAM when submitting its signed AGREEMENT. PDA will not authorize the release of any COMMODITY to the AGENCY until a Plan of Operation is received and approved, and a properly signed AGREEMENT is received and processed. The Plan of Operation shall include at minimum:

- a. The name, address and telephone number of the person PDA shall contact at the AGENCY office concerning PROGRAM operations.
- b. The method the AGENCY will utilize to execute the PROGRAM within the AGENCY, including a description of procedures used to ensure equitable distribution of COMMODITY to recipients eligible under the PROGRAM within the AGENCY's entire service territory. The AGENCY is encouraged to distribute COMMODITY to eligible recipients through food pantries.
- c. The method the AGENCY will use to ensure adequate media coverage of PROGRAM activities, including the methods, times and places where eligible recipients can access COMMODITY. Public service announcements are encouraged.
- d. The method the AGENCY will use to ensure an equitable distribution of COMMODITY to eligible recipient agencies.

10. Fiscal Requirements – Record Retention.

- a. Supporting documentation, statistical records, and all other PROGRAM related records shall be retained for a period of three (3) years following the delivery of the COMMODITY to the AGENCY.
- b. The AGENCY has primary responsibility to ensure that PROGRAM records are retained and available to PDA for review, and that responsibility applies to records of the AGENCY and all entities authorized by the AGENCY to receive and distribute COMMODITY. Record retention requirements of the PROGRAM must be included in the AGENCY'S agreement with all entities participating in the PROGRAM.

- c. If any litigation, claim or audit is initiated before the expiration of the retention period, the records shall be retained until all claims or findings involving the records have been resolved.

11. Fiscal Requirements - Reporting. Inventory Utilization Report Forms shall be submitted no more than thirty (30) days after the close of each fiscal quarter. The Inventory Utilization Report Form must include an accurate and complete inventory for the period showing, by COMMODITY, the beginning inventory for the period, receipts and disbursements for the period and an ending inventory. Additional reports concerning the disposition of COMMODITY shall be provided by the AGENCY upon PDA's request.

12. Fiscal Requirements - Audits of PROGRAM, Including COMMODITY (Catalog of Federal Domestic Assistance #10.569). The AGENCY, and all entities through which the AGENCY receives or distributes COMMODITY, are subject at reasonable times to review and audit by PDA, USDA, Pennsylvania's Auditor General, and individuals authorized by PDA to determine compliance with statutes, regulations and policies.

13. Agreement Period. The effective date of this AGREEMENT shall be the date of latest signature below. The end date of this AGREEMENT is September 30, 2026.

14. Attachments. The following Attachments are incorporated herein, attached, and made a part hereof. The AGENCY shall comply with, and be bound by, the provisions set forth in these Attachments:

- a. Attachment "A" – Nondiscrimination/Sexual Harassment Clause, with respect to which the AGENCY is the "Grantee."
- b. Attachment "B" – Contractor Integrity Provisions, with respect to which the AGENCY is the "Contractor."
- c. Attachment "C" – Federal Audit Requirements, with respect to which the AGENCY is the "Subrecipient."
- d. Attachment "D" – Lobbying Certificate Form, **which requires a separate signature by the AGENCY.**
- e. Attachment "E" – Federal Funding Accountability and Transparency Act Provisions and Data Sheet, with respect to which the AGENCY is the "Grantee." and **which must be completed by the AGENCY.**
- f. Attachment "F" – Right-to-Know, with respect to which the AGENCY is the "Grantee."
- g. Attachment "G" – Contractor Responsibility Provisions, with respect to which the AGENCY is the "Contractor."
- h. Attachment "H" – Provisions concerning The Americans with Disabilities Act, with respect to which the AGENCY is the "Contractor."

15. Laws and Regulations. The AGENCY and any of its subcontractors agree that in the performance of its or their obligations under this AGREEMENT that it, or they, will comply with all applicable federal, state and local laws and regulations.

16. Assignment, Transfer, Collateral Use. Except as specifically provided herein, the AGENCY shall not assign any interest in this AGREEMENT, nor shall any interest be transferred by notation or assignment without prior written consent of PDA.

17. Severability. The terms and provisions of this AGREEMENT are severable. In the event of the unenforceability or invalidity of any one or more of the terms, covenants, conditions or provisions of this AGREEMENT under federal, state or other applicable law, such unenforceability or invalidity shall not render any other terms, covenants, conditions or provisions hereof unenforceable or invalid.

18. Termination.

- a. This AGREEMENT may be terminated by PDA by giving thirty (30) days written notice to the AGENCY.
- b. If through any cause the AGENCY shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or in the event of violation of any of the covenants contained herein, PDA shall thereupon have the right to terminate this AGREEMENT by giving written notice to the AGENCY specifying the effective date of termination. PDA reserves the right to terminate this AGREEMENT due to the non-availability of COMMODITY.

19. Hold Harmless. The AGENCY agrees to indemnify and hold the Commonwealth, PDA, its officers, agents, and employees harmless from and against any and all suits and judgments for damages for personal injury, death, or damage to real or tangible personal property arising out of or in conjunction with the performance by the AGENCY under this AGREEMENT and caused by the AGENCY'S negligence or intentional wrongful acts.

20. Integration. This AGREEMENT constitutes the entire agreement between the parties. No amendment or modification changing its scope or terms shall have any force or effect unless it is in writing and signed by all parties concerned. This AGREEMENT shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

21. State Tax Liability. The AGENCY agrees that the Commonwealth may set off the amount of any state tax liability or other debt that is owed to the Commonwealth and not being contested on appeal against any payments due under this or any other contract with the Commonwealth.

In Witness Whereof, the Parties with the intention of being legally bound hereby have caused this AGREEMENT to be executed by their duly authorized representatives on the dates presented below.

(Two (2) Signature Pages Follow)

AGENCY

President or Vice President Date

Secretary or Treasurer Date

Agency W-9 Federal Identification Number

Agency's Physical Street Address

Agency's Mailing Street Address

Telephone: () _____

Fax: () _____

E-Mail: _____

Note: As applicable, the: (1) President or Vice President of the Agency; *and* (2) the Secretary or treasurer of the Agency – must sign this Agreement.

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF AGRICULTURE**

Secretary of Agriculture Date

APPROVED AS TO FORM AND LEGALITY:

Chief Counsel, Department of Agriculture

Office of General Counsel

Office of Attorney General

COMPTROLLER

I hereby certify funds in the amount of \$ _____ are available under:

_____.

FC#: _____.

Comptroller

Date

Attachment “A”

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the contracts relates.
5. The Grantee, any subgrantee, any contractor or any subcontractor shall, within the time periods requested by the commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the granting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within thirty (30) days after award of any grant, the Grantee shall be required to complete, sign and submit Form STD-21, the “Initial Contract Compliance Data” form. Grantees who have fewer than five employees or whose employees are all from the same family or who have completed the STD-21 form within the past 12 months may, within the 15 days, request an exemption from the STD-21 form from the granting agency.
6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
7. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Attachment "B"

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - a. Approved in writing by the Commonwealth prior to its disclosure; or
 - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or

- c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
- d. Necessary for purposes of Contractor's internal assessment and review; or
- e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
- f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
- g. Otherwise required by law.

10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (1) obtaining;
 - (2) attempting to obtain; or
 - (3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- k. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to

Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

- 12. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
- 14. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
- 14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
- 15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
- 16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- 17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
 - a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
 - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.

- c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
- d. "Financial interest" means:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- f. "Immediate family" means a spouse and any unemancipated child.
- g. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- h. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

Attachment “C”

Audit Requirements

The AGENCY identified in the foregoing Agreement, hereinafter referred to as Sub recipient, must comply with all federal and state audit requirements including: the Single Audit Act, as amended, 31 U.S.C. 7501 et, Seq.; Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as amended; and any other applicable laws or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government. If the Subrecipient is a local government or non-profit organization and expends total federal awards of \$300,000.00 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, the Subrecipient is required to have an audit made in accordance with the provisions of OMB Circular A-133.

If the Subrecipient is a for-profit organization and expends total federal awards of \$300,000.00 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, the Subrecipient is required to have a program-specific audit made in accordance with the provisions of OMB Circular A-133, and in accordance with the laws and regulations governing the programs in which it participates.

If the Subrecipient expends total federal awards of less than \$300,000.00 during its fiscal year, it is exempt from these audit requirements, but is required to maintain auditable records of federal awards and any state funds which supplement such awards, and to provide access to such records by federal and state agencies or their designees.

SUBMISSION OF AUDIT INFORMATION TO THE COMMONWEALTH

The Subrecipient shall submit copies of the audit report package to the Commonwealth, which shall include:

1. Data Collection Form
2. Financial statements and schedule of expenditures of federal awards
3. Auditor's reports on the financial statements and schedule of expenditures of federal awards, internal control and compliance as well as a schedule of findings questioned costs.
4. Summary schedule of prior audit findings.
5. Corrective action plan.
6. Management letter comments

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the audit guide and OMB Circular A-133.

The number of copies to be submitted shall equal one for the Bureau of Audits (archival copy) plus one for each Commonwealth agency which provided federal pass-through awards to the entity, as reflected in the entity's Schedule of Expenditures of Federal Awards. The audit report package should be submitted to the:

Office of the Budget/ Bureau of Audits
Division of Subrecipient Audit Review
Bell Tower- 6th Floor
303 Walnut Street
Harrisburg, PA 17101
Phone: (717) 783-9120
Fax: (717) 783-0361

GENERAL AUDIT PROVISIONS

The Subrecipient is responsible for obtaining the necessary audit and securing the services of a certified public accountant or other independent governmental auditor, Federal regulations preclude public accountants licensed in the Commonwealth of Pennsylvania from performing audits of federal awards.

The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by Commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the Subrecipient's auditor, and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the Subrecipient.

Audit working papers and audit report shall be retained by the Subrecipient's auditor for a minimum of three years from the date of issuance of the audit report, unless the Subrecipient's auditor is notified in writing by the Commonwealth or the Cognizant or oversight federal agency to extend the retention period. Audit working papers shall be made available upon request to authorized representatives of the federal funding agency, of the General Accounting Office.

Attachment “D”
Lobbying Certificate Form

Certification for contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31. U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE: _____

TITLE: _____

DATE: _____

Attachment “E”

Federal Funding Accountability and Transparency Act Provisions

1. Registration and Identification Information

Grantee must maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

Grantee must provide its assigned DUNS number, and DUNS + 4 number if applicable, to the Commonwealth along with Grantee’s return of the signed grant agreement. The Commonwealth will not process this grant until such time that Grantee provides this information.

2. Primary Location

Grantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Grantee must list the location where the most amount of the grant award is to be expended pursuant to this grant agreement.

Grantee must provide this information to the Commonwealth along with Grantee’s return of the signed grant agreement. The Commonwealth will not process this grant until such time that Grantee provides this information.

3. Compensation of Officers

Grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if--**

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards; and

(II) \$25,000,000 or more in annual gross revenues from Federal awards: and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.

Grantee must provide information responding to this question along with Grantee’s return of the signed grant agreement. The Commonwealth will not process this grant until such time that Grantee provides such information responding to this question.

Federal Funding Accountability and Transparency Act Sub-recipient Data Sheet

Grantee must provide information along with Grantee's return of the signed grant agreement. The Commonwealth will not process the grant until such time that Grantee provides such information.

DUNS NUMBER

DUNS Number: DUNS Number + 4 (if applicable):

[INSTRUCTIONS: Grantee must provide its assigned DUNS number, and DUNS + 4 number if applicable. Grantee must maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded pursuant to their sub-grant agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.]

PRIMARY LOCATION

City: State: Zip+4:

[INSTRUCTIONS: Grantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Grantee must list the location where the most amount of the grant award is to be expended pursuant to the grant agreement.]

Compensation of Officers

Officer 1 Name: Officer 1 Compensation: Officer 2 Name: Officer 2 Compensation: Officer 3 Name: Officer 3 Compensation: Officer 4 Name: Officer 4 Compensation: Officer 5 Name: Officer 5 Compensation:

By marking the following box
Grantee affirms they do not meet
the conditions for reporting highly
compensated officials

[INSTRUCTIONS: Grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if--

(i) the entity in the preceding fiscal year received--

(I) 80 percent or more of its annual gross revenues in Federal awards; and

(II) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.

Attachment “F”

Grant Provisions - Right to Know Law 8-K-1580, 2/1/2010

- a. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”). For the purpose of these provisions, the term “the Commonwealth” shall refer to the granting Commonwealth agency.
- b. If the Commonwealth needs the Grantee’s or Subgrantee’s assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee of Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires Grantee’s or Subgrantee’s assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee’s or Subgrantee’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), Grantee or Subgrantee shall:
 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee’s or Subgrantee’s possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- d. If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee’s or Subgrantee’s failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee’s or Subgrantee’s failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth’s disclosure of Requested Information pursuant to the RTKL.

- i. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

Attachment “G”

Contractor Responsibility Provisions

(December 2020)

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- 5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 6.** The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

ATTACHMENT "H"

Americans with Disabilities Act Clause

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any third party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of Subparagraph a. above.

Attachment "C"



Children (0-17) _____

Adults _____

Seniors
(60 & up) _____

Bureau of Food Distribution
The Emergency Food Assistance Program
(TEFAP)

"Self-Declaration of Need"

Effective July 1, 2020 to June 30, 2021

Recipient Agency Representative Signature Date

Street Address Distribution Site Name Number

City State Zip Distribution Site Location

The Emergency Food Assistance Program is operated in accordance with United States Department of Agriculture (USDA) policy, which prohibits discrimination on the basis of race, color, national origin, sex, age or disability. Eligibility is based upon the income guidelines listed below. The recipient circles the entire line that applies to their Household Size, understanding they must be at, or below, the income level indicated to be eligible for program benefits.

Total Household Income (based on 150% of Poverty)							
Household Size		Annual	Monthly	Weekly			
Circle One							
1	\$	19,140	\$	1,595	\$	368	
2	\$	25,860	\$	2,155	\$	497	
3	\$	32,580	\$	2,715	\$	627	
4	\$	39,300	\$	3,275	\$	756	
5	\$	46,020	\$	3,835	\$	885	
6	\$	52,740	\$	4,395	\$	1,014	
7	\$	59,460	\$	4,955	\$	1,143	
8	\$	66,180	\$	5,515	\$	1,273	
<i>For each additional family member add:</i>		\$	6,720	\$	560	\$	129

I understand the household income limitations and hereby certify that my household size and income make me eligible for participation in the program. I also certify that, as of today, my household lives in the area served by Pennsylvania in The Emergency Food Assistance Program. This certification form is being completed in connection with the receipt of Federal assistance.

I UNDERSTAND THAT MAKING A FALSE STATEMENT MAY RESULT IN MY HAVING TO PAY FOR THE VALUE OF THE FOOD IMPROPERLY ISSUED TO ME AND MAY SUBJECT ME TO CRIMINAL PROSECUTION UNDER STATE AND FEDERAL LAW.

Recipient Signature

Date



Return completed form to your designated county agency. If you are unsure of the correct agency, please call the Bureau at 1-800-468-2433.

THIS FORM IS NOT TO BE ALTERED OR CHANGED IN ANY WAY.

PLEASE REFER TO THE REVERSE SIDE OF THIS DOCUMENT FOR AN IMPORTANT USDA NON-DISCRIMINATION STATEMENT

USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil
Rights 1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202)690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

**The Emergency Food Assistance Program
Pennsylvania TEFAP Proxy Form**

Date _____

I _____ hereby authorize _____ to pick up my
TEFAP Food Package and deliver it to me.

Client Signature

Proxy Signature

Pantry Representative

Proxy ID Verified

Attachment "D"

**Pennsylvania Department of Agriculture
Bureau of Food Assistance**

**Field Review Standards For
Counties or Emergency Feeding Organizations (EFO's) participating in The
Emergency Food Assistance Program (TEFAP)**

The County or the County's program Lead Agency or Emergency Feeding Organization (EFO) that receives, stores, and distributes TEFAP commodity to pantries, soup kitchens, shelters, etc., or receives, expends or distributes TEFAP administrative fund; or receives and expends funds for approved capital equipment purchases to pantries, soup kitchens, shelters and other organizations shall:

- 1) Maintain documentation for the receipt and disposition of TEFAP commodity and administrative funds;
- 2) Maintain an inventory system that tracks by pantry, soup kitchen, shelter, etc., the receipt and distribution of TEFAP commodity and tangible property acquired with TEFAP funds;
- 3) Maintain a system which allocates or distributes TEFAP commodity or TEFAP administrative funds to participating pantries, soup kitchens, shelters and other eligible agencies on the basis of demonstrated need;
- 4) Maintain a system that regularly reviews participating agencies and adjusts allocations of TEFAP commodity on the basis of demonstrated need; and
- 5) Execute and maintain a permanent "AGREEMENT BETWEEN COUNTY/LEAD AGENCY AND LOCAL RECIPIENT AGENCY RESPONSIBLE FOR THE DISTRIBUTION OF USDA FOODS THROUGH TEFAP" (sample included below) with each pantry, soup kitchen, shelter or other agency to which it distributes TEFAP commodity, which outlines program responsibilities and provides for the review of program activities by the Pennsylvania Department of Agriculture or its designees. Each County or Lead Agency may attach as an addendum to this agreement and additional provisions they wish to include for their local agencies.

- 6) Complete and maintain a Civil Rights Pre-Award Questionnaire (sample included below), pursuant to FNS Instruction 113-1, prior to approving any new agency to receive and distribute USDA Foods through TEFAP.

**AGREEMENT BETWEEN COUNTY/LEAD AGENCY
AND LOCAL RECIPIENT AGENCY RESPONSIBLE FOR THE
DISTRIBUTION OF USDA FOODS THROUGH TEFAP**

This Agreement, hereinafter called the "Agreement," made this ____ day of _____, 20____ by and between _____ County (OR _____, *the designated TEFAP Lead Agency for _____ County*), called the "Lead Agency", whose address is _____, city of _____, and _____, called the "Local Recipient Agency", whose address is _____, city of _____, county of _____.

This agreement is for the distribution of the Lead Agency's United States Department of Agriculture (USDA) Foods provided under The Emergency Food Assistance Program (TEFAP) by the Local Recipient Agency in the following county: _____.

In consideration of the mutual premises hereinafter contained, the parties agree that this Agreement will be performed in accordance with the following conditions.

I. Local Recipient Agency attests that:

1. It is an emergency feeding organization as defined in 7 CFR Part 251.3.
2. It is located within the County and/or Lead Agency's designated service area.

II. Local Recipient Agency agrees to:

1. Administer and distribute USDA Foods provided for TEFAP in compliance with the requirements of 7 CFR Part 251; 7 CFR Part 250; all pertinent policies, rules, and regulations; Pennsylvania's TEFAP Plan of Operation; and the Pennsylvania Department of Agriculture's written agreement with USDA's Food and Nutrition Service (FNS).
2. Distribute USDA Foods provided for TEFAP only to benefit eligible people served in its designated service area.
3. Determine eligibility of households to participate in TEFAP prior to issuing any USDA Foods for household consumption. In the case of self-declaration, the Local Recipient Agency agrees to use the current income eligibility chart issued by the Pennsylvania Department of Agriculture, Bureau of Food Assistance, prior to July 1 of each year.
4. Use USDA Foods provided for TEFAP only for distribution to eligible households or for congregate feeding. USDA Foods shall not be sold, exchanged, traded, or otherwise disposed of without the approval of the Pennsylvania Department of Agriculture.
5. Allow the Pennsylvania Department of Agriculture access to or furnish whatever information/documentation is necessary for the Department to conduct reviews, and monitor progress or performance to determine conformity with intended program

purposes. The Local Recipient Agency shall permit representatives of the Department and/or USDA to visit its sites; inspect USDA Foods in storage, or the facilities used in handling or storing USDA Foods; to monitor distributions; and to review and audit all records pertinent to TEFAP at any reasonable time and place during normal working hours.

6. Not solicit donations in any manner from clients or require any client to pay for USDA Foods, join any organization or group, attend or participate in a religious practice or service, or any other activity unrelated to the distribution of USDA Foods, as a condition for receiving food provided through TEFAP.
7. Attend training provided by the County/Lead Agency regarding TEFAP, Civil Rights, etc., as required, and train staff on a regular basis and not less than annually on all aspects of TEFAP, Civil Rights laws, policies and requirements, etc.

III. Issuance Records.

1. **Food Pantries.** Local Recipient Agencies distributing USDA Foods provided for TEFAP to households for home consumption must certify the client's eligibility, using the appropriate form and income guidelines provided by the Pennsylvania Department of Agriculture for this purpose. Eligibility certification is valid through June 30 of the following year and may be renewed unless client's circumstances change so as to make them ineligible. The Local Recipient Agency must keep a record of the names of all households receiving food each day. Recipient should sign a receipt or list each time they receive food. Federal regulations do not require keeping a record of the specific USDA Foods or quantities issued to each household.
2. **Soup Kitchens.** Maintain record of number of meals served daily. Sites do not have to maintain records of the names of people to whom they serve meals, and meal recipients do not have to sign for their meals.

IV. Permanent Agreement. This Agreement between the County/Lead Agency and the Local Recipient Agency responsible for the distribution of USDA Foods through TEFAP shall be considered PERMANENT, with amendments made as necessary.

V. Termination. Either party may terminate this Agreement by giving thirty (30) days notice in writing. The County/Lead Agency may cancel this Agreement immediately upon receipt of evidence that the Local Recipient Agency has not fully met the terms and conditions of the Agreement. Subject to notice of termination or cancellation of the Agreement, the Local Recipient Agency agrees to comply with the instructions of the State Agency as to any remaining inventory of commodity.

VI. Storage Facilities. The Local Recipient Agency will ensure that USDA Foods are stored under sanitary conditions which are free from rodent, bird, insect, or other animal infestation, in well ventilated areas which are safeguarded against theft, spoilage and other losses. USDA donated foods must be stored off the floor either on pallets, racks, or shelves and organized to provide easy identity and access. All USDA Food losses must be

reported through the County/Lead Agency so that the State Agency can make a claim determination. Losses or damage resulting from negligence may require reimbursement.

- VII. Records Retention.** All records, documents, etc., required by USDA regulations, policies, or this agreement, must be retained for three years following the close of the federal fiscal year to which they pertain.
- VIII. Civil Rights Compliance.** The Local Recipient 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), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the U.S. Department of Agriculture; U.S. Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and USDA/FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

(Signature Page Follows)

[County/Lead Agency Name]
[County/Lead Agency Representative Name]
[County/Lead Agency Representative Title]

Signature

Date

[Local Recipient Agency Name]
[Local Recipient Agency Representative Name]
[Local Recipient Agency Representative Title]

Signature

Date

PRE-AWARD CIVIL RIGHTS QUESTIONNAIRE – THE EMERGENCY FOOD ASSISTANCE PROGRAM

Instructions

The following questionnaire must be submitted by all applicant agencies. The questionnaire must be answered in its entirety and signed by an authorized official prior to submission. Please be informed that failure to comply with this procedure may delay the application process.

Purpose

Civil rights laws and regulations ensure equal access to federally assisted programs regardless of a person’s race, color, national origin, age, sex or disability. Organizations that apply for the opportunity to operate federally assisted programs must demonstrate their ability to comply with such civil rights laws and regulations *prior* to receiving approval to conduct the programs.

Questions

1. **What method(s) will be used to recruit participants? (Some examples may include, but are not limited to, applications, open enrollment, referrals from social welfare, courts, etc.)**

2. **Is the FNS nondiscrimination statement appropriately included in the agency’s admissions requirements? Please provide a sample document.**

3. **Provide examples of how the program will be publicly announced to all potential participants regardless of race, color, national origin, age, sex or disability. Attach copies of relevant brochures, news articles, bulletins, television and/or radio ads, etc. Include documentation of efforts to inform community organizations about the program, including copies of letters, lists of organizations contacted.**

4. **Does the present location of the facility deny potential participants access to benefits on the basis of race, color, national origin, age, sex or disability?**

5. Using the following definitions of ethnicity and race, provide an estimate (in percentages) of the ethnic and racial makeup of the population to be served. This data can be obtained online at <https://www.census.gov/quickfacts>

Ethnicity

- *Hispanic or Latino.* A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term “Spanish origin” can be used in addition to “Hispanic or Latino.”
- *Not Hispanic or Latino.*

Race

- *American Indian or Alaskan Native.* A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- *Asian.* A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- *Black or African American.* A person having origins in any of the black racial groups of Africa. Terms such as “Haitian” or “Negro” can be used in addition to ‘Black or African American.’
- *Native Hawaiian or Other Pacific Islander.* A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- *White.* A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Ethnicity

Hispanic or Latino	Not Hispanic or Latino

Race

American Indian or Alaskan Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White

6. Provide the ethnic and racial makeup of any planning or advisory committees.

Ethnicity

Hispanic or Latino	Not Hispanic or Latino

Race

American Indian or Alaskan Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White

7. How will the organization handle applicants and participants who do not speak English as their primary language and who have a limited ability to read, write or understand English?

8. Has there ever been a complaint or civil rights lawsuit filed against the organization? If so, explain the nature of the complaint, how it was resolved and how the proper Federal authorities were notified.

9. Has the organization ever been found out of compliance with civil rights requirements? If so, explain the area of noncompliance and how it was resolved.

10. Provide a brief description of any pending applications to other Federal agencies for assistance. Include a description of any Federal assistance being provided at the time of application.

Signature and Title of Authorized Official

Name of Agency

Agency Address

FOR TEFAP LEAD AGENCY USE ONLY

Date: _____

Approved ()

Disapproved ()

Reviewed by: _____

Attachment "E"

**Pennsylvania Department of Agriculture
Bureau of Food Assistance**

**Field Review Standards For
Pantries and other distribution sites participating in The Emergency Food
Assistance Program (TEFAP)**

A. Pantries and other distribution sites shall:

- 1) Maintain a process to register (*sign in*) at each distribution, individuals that receive TEFAP commodity;
- 2) Report regularly to the county or program lead agency the number of individuals served, and the frequencies with which each are served;
- 3) Ensure that the distribution of TEFAP commodity is monitored constantly during each distribution;
- 4) Maintain an **"Agreement"** or **"Memorandum of Understanding"** with the county lead agency, which outlines program responsibilities and provides for the review of program activity by the Pennsylvania Department of Agriculture.

B. Precise inventory counts of TEFAP commodity at the pantry or distribution site are not required if the county or its program lead agency:

- 1) Regularly monitors activities of the pantry or distribution site;
- 2) Regularly verifies participation numbers reported by the pantry or distribution site;
- 3) Bases TEFAP commodity allocations to the pantries or distribution sites on the number of individuals served; and
- 4) Adjusts food allocations on the verified participation numbers provided by the pantry or distribution site.

Attachment "F"

**Pennsylvania Department of Agriculture
Bureau of Food Assistance**

TEFAP County Lead Agency Directory

ADAMS

SOUTH CENTRAL COMMUNITY ACTION PROGRAM INC
153 North Stratton Street
Gettysburg, PA 17325
Phone: 717-334-7634

ALLEGHENY

ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES
One Smithfield St First Floor Human Serv Bld
Pittsburgh, PA 15222
Phone: 412-350-6485

ARMSTRONG

ARMSTRONG COUNTY COMMUNITY ACTION AGENCY
705 Butler Road
Kittanning, PA 16201
Phone: 724-548-5762

BEAVER

SALVATION ARMY BEAVER FALLS
414 16th Street PO Box 600
Beaver Falls, PA 15010
Phone: 724-891-3605

BEDFORD

CENTER FOR COMMUNITY ACTION BEDFORD COUNTY
195 Drive In Lane
Everett, PA 15537
Phone: 814-623-9129

BERKS

HELPING HARVEST
117 Morgan Drive
Reading, PA 19608
Phone: 610-926-5802

BLAIR

THE SALVATION ARMY
PO Box 510
Altoona, PA 16603
Phone: 814-201-2128

BRADFORD

BRADFORD COUNTY COMMISSIONERS
301 Main Street Courthouse
Towanda, PA 18848
Phone: 570-265-1727

BUCKS

BUCKS COUNTY OPPORTUNITY COUNCIL INC
100 Doyle Street
Doylestown, PA 18901
Phone: 215-345-8175

BUTLER

BUTLER COUNTY COMMUNITY ACTION
124 West Diamond Street PO Box 1208
Butler, PA 16003
Phone: 724-284-5126

CAMBRIA

FOOD FOR FAMILIES
945 Franklin Street
Johnstown, PA 15905
Phone: 814-535-3315

CAMERON

NORTHERN TIER COMMUNITY ACTION CORPORATION
135 West Fourth Street PO Box 389
Emporium, PA 15834
Phone: 814-486-1161

CARBON

COMMUNITY ACTION COMMITTEE OF LEHIGH VALLEY INC
6969 Silver Crest Rd Second Harvest Of Lehigh Valley
Nazareth, PA 18064
Phone: 484-287-4015

CENTRE

CENTRAL PENNSYLVANIA COMMUNITY ACTION INC
14 S Front Street
Phillipsburg, PA 16866
Phone: 814-342-0404

CHESTER

CHESTER CO DEPT OF HUMAN SERVICES
601 Westtown Road Suite 330 PO Box 2747
West Chester, PA 19380
Phone: 610-344-6641

CLARION

SECOND HARVEST FOOD BANK OF NW PA
1507 Grimm Drive
Erie, PA 16501
Phone: 814-459-3663

CLEARFIELD

CENTRAL PENNSYLVANIA COMMUNITY ACTION INC
PO Box 792 207 East Cherry Street
Clearfield, PA 16866
Phone: 814-765-1551

CLINTON

CENTRAL PA FOOD BANK
3908 Corey Street
Harrisburg, PA 17109
Phone: 717-564-1700

COLUMBIA

COLUMBIA COUNTY HUMAN SERVICES DEPARTMENT
19 East 7th Street P.O. Box 424
Bloomsburg, PA 17815
Phone: 570-317-2210

CRAWFORD

CENTER FOR FAMILY SERVICES INC

213 West Center Street
Meadville, PA 16335
Phone: 814-337-8450 Ext:114

CUMBERLAND

CUMBERLAND COUNTY COMMISSIONERS OFFICE

1100 Claremont Road
Carlisle, PA 17015
Phone: 717-240-6182

DAUPHIN

CENTRAL PA FOOD BANK

3908 Corey Road
Harrisburg, PA 17109
Phone: 717-564-1700

DELAWARE

SHARE FOOD PROGRAM INC

2901 West Hunting Park Avenue
Philadelphia, PA 19129
Phone: 215-223-2220

ELK

NORTHERN TIER COMMUNITY ACTION CORPORATION

135 West 4th Street PO Box 389
Emporium, PA 15834
Phone: 814-486-1161 Ext:212

ERIE

SECOND HARVEST FOOD BANK OF NW PA

1507 Grimm Drive
Erie, PA 16501
Phone: 814-459-3663

FAYETTE

FAYETTE COUNTY COMMUNITY ACTION AGENCY INC

108 North Beeson Ave.
Uniontown, PA 15401
Phone: 244-030-5050

FOREST

SECOND HARVEST FOOD BANK OF NW PA

1507 Grimm Drive
Erie, PA 16501
Phone: 814-459-3663

FRANKLIN

SOUTH CENTRAL COMMUNITY ACTION PROGRAM

153 North Stratton Street
Gettysburg, PA 17325
Phone: 717-263-5060 Ext:252

FULTON

FULTON COUNTY FOOD BASKET INC

PO Box 512
Mcconnellsburg, PA 17233
Phone: 717-485-5688

GREENE

CORNER CUPBOARD FOOD BANK INC

881 Rolling Meadows Road
Waynesburg, PA 15370
Phone: 724-627-9784

HUNTINGDON

CENTER FOR COMMUNITY SERVICES

207 Fifth Street
Huntingdon, PA 16652
Phone: 814-643-4202

INDIANA

INDIANA COUNTY COMMUNITY ACTION PROGRAM INC

827 Water Street PO Box 187
Indiana, PA 15701
Phone: 724-465-2657

JEFFERSON

SECOND HARVEST OF NW PA

1507 Grimm Drive
Erie, PA 16501
Phone: 814-459-3663

JUNIATA

JUNIATA COUNTY FOOD PANTRY
PO Box 44 114 N Main Street
Mifflintown, PA 17059
Phone: 717-436-9718

LACKAWANNA

SCRANTON-LACKAWANNA HUMAN DEVELOPMENT AGENCY INC
123 Wyoming Avenue
Scranton, PA 18503
Phone: 570-963-6836 Ext:2203

LANCASTER

COMMUNITY ACTION PARTNERSHIP OF LANCASTER COUNTY
601 South Queen Street
Lancaster, PA 17603
Phone: 717-293-0187

LAWRENCE

GREATER PITTSBURGH COMMUNITY FOOD BANK
1 N Linden Street
Pittsburgh, PA 15110
Phone: 412-460-3663

LEBANON

LEBANON COUNTY CHRISTIAN MINISTRIES
250 South 7th Street
Lebanon, PA 17042
Phone: 717-272-4400

LEHIGH

COMMUNITY ACTION COMMITTEE OF LEHIGH VALLEY INC
6969 Silver Crest Rd. Second Harvest Of Lehigh Valley
Nazareth, PA 18064
Phone: 610-434-0875

LUZERNE

COMMISSION ON ECONOMIC OPPORTUNITY
165 Amber Lane PO Box 1127
Wilkes-Barre, PA 18703
Phone: 570-826-0510

LYCOMING

CENTRAL PA FOOD BANK
3908 Corey Road
Harrisburg, PA 17109
Phone: 717-564-1700

MCKEAN

MCKEAN COUNTY COMMISSIONERS OFFICE
Courthouse 500 West Main Street
Smethport, PA 16749
Phone: 814-887-3202

MERCER

COMMUNITY FOOD WAREHOUSE
109 S Sharpsville Ave Suite A
Sharon, PA 16146
Phone: 724-981-0353

MIFFLIN

MIFFLIN-JUNIATA HUMAN SERVICES DEPARTMENT
20 North Wayne Street
Lewistown, PA 17044
Phone: 717-242-5452

MONROE

MONROE COUNTY GRANTS OFFICE
One Quaker Plaza Room 204
Stroudsburg, PA 18360
Phone: 570-517-3130

MONTGOMERY

SHARE FOOD PROGRAM
191 Town Center Rd Share Montco Hunger Solutions
King Of Prussia, PA 19404
Phone: 610-628-2000

MONTOUR

MONTOUR COUNTY HUMAN SERVICES
21 Woodbine Lane Suite 103
Danville, PA 17821
Phone: 570-271-3028

NORTHAMPTON

COMMUNITY ACTION COMMITTEE OF LEHIGH VALLEY INC
6969 Silver Crest Rd Second Harvest Of Lehigh Valley
Nazareth, PA 18064
Phone: 104-408-5855

NORTHUMBERLAND

CENTRAL SUSQUEHANNA OPPORTUNITIES
2 East Arch Street
Shamokin, PA 17872
Phone: 570-644-6575

PERRY

NEIGHBOR HELPING NEIGHBOR FOOD BANK
300a South Carlisle Street PO Box 37
New Bloomfield, PA 17068
Phone: 717-594-0027

PHILADELPHIA

SHARE FOOD PROGRAM INC
2901 West Hunting Park Avenue
Philadelphia, PA 19129
Phone: 215-223-2220

PIKE

PIKE COUNTY HUMAN DEVELOPMENT
506 Broad Street
Milford, PA 18337
Phone: 570-296-3434

POTTER

POTTER COUNTY HUMAN SERVICES
62 North Street PO Box 241
Roulette, PA 16746
Phone: 814-544-7315

SCHUYLKILL

SCHUYLKILL COMMUNITY ACTION
206 North Second Street
Pottsville, PA 17901
Phone: 570-622-1995

SNYDER

UNION-SNYDER COMMUNITY ACTION AGENCY

713 Bridge Street Suite 10
Selinsgrove, PA 17870
Phone: 570-374-0181

SOMERSET

TABLELAND SERVICES, INC.

535 East Main Street
Somerset, PA 15501
Phone: 814-445-9628

SULLIVAN

SULLIVAN COUNTY COMMISSIONERS

Courthouse PO Box 157
Laporte, PA 18626
Phone: 570-946-7677

SUSQUEHANNA

THE TREHAB CENTER

36 Public Avenue PO Box 366
Montrose, PA 18801
Phone: 570-278-5227

TIOGA

TIOGA COUNTY DEPARTMENT OF HUMAN SERVICES

1873 Shumway Hill Road
Wellsboro, PA 16901
Phone: 570-724-5766

UNION

UNION-SNYDER COMMUNITY ACTION AGENCY

713 Bridge Street Suite 10
Selinsgrove, PA 17870
Phone: 570-374-0181

VENANGO

VENANGO COUNTY OFFICE OF ECONOMIC OPPORTUNITY

1 Dale Avenue PO Box 1130
Franklin, PA 16323
Phone: 814-432-9767

WARREN

THE SALVATION ARMY

311 Beach Street
Warren, PA 16365
Phone: 814-723-8950

WASHINGTON

GREATER PITTSBURGH COMMUNITY FOOD BANK

1 N Linden Street
Pittsburgh, PA 15110
Phone: 412-460-3663

WAYNE

WAYNE COUNTY AREA AGENCY ON AGING

323 Tenth Street
Honesdale, PA 18431
Phone: 570-253-4262

WESTMORELAND

WESTMORELAND COUNTY FOOD BANK

100 Devonshire Drive
Delmont, PA 15626
Phone: 724-468-8660 Ext:26

WYOMING

COMMISSION ON ECONOMIC OPPORTUNITY

PO Box 74
Tunkhannock, PA 18657
Phone: 570-836-4090

YORK

YORK COUNTY HUMAN SERVICES DEPARTMENT

100 West Market Street
York, PA 17401
Phone: 717-771-9347

Pennsylvania Department of Agriculture Bureau of Food Assistance

State Plan for FY 2021 Farm to Food Bank Projects

State Agency: Pennsylvania Department of Agriculture

State Agency Point of Contact (POC): Caryn Long Earl

POC Email: cearl@pa.gov

Provide a description of the anticipated uses of the Farm to Food Bank Project funds, including how the Project will (1) reduce food waste at the agricultural production, processing, or distribution level through the donation of food; (2) provide food to individuals in need; and (3) build relationships between agricultural producers, processors, and distributors and emergency feeding organizations through the donation of food. You must explain how the activity meets the statutory definition of project (i.e., involves the harvesting, processing, packaging, or transportation of unharvested, unprocessed, or unpackaged commodities donated by agricultural producers, processors, or distributors for use by EFOs).

The Pennsylvania Department of Agriculture (PDA) will use the Farm to Food Bank Project funds to supplement the Commonwealth's existing Pennsylvania Agricultural Surplus System (PASS). Created by the Pennsylvania General Assembly through the enactment of Act 113 of 2010, PASS provides an efficient mechanism for Pennsylvania's agricultural industry to donate safe, wholesome food products while being reimbursed for the costs involved in harvesting, processing, packaging, and transporting these foods. Without PASS, these food products would likely otherwise be left to rot in the field, be plowed under, be dumped, or be landfilled. In this way, Pennsylvania-grown products stay in the state to help meet people's basic food needs.

In June 2020, PDA awarded a contract to Feeding Pennsylvania to administer PASS on behalf of the Commonwealth. Feeding Pennsylvania subcontracts with 13 food banks and emergency food providers located throughout the state to procure foods from Pennsylvania agricultural producers, packers, and processors, using state funding provided for the PASS program. Working with more than 3,000 local charitable partners - including food pantries, soup kitchens, feeding programs, and shelters - these distributors allocate food to help feed low-income Pennsylvanians in need of food assistance in all 67 counties. Anyone eligible to receive food through food assistance programs operated by USDA and/or PDA is eligible to receive foods procured through the PASS program.

PASS was funded for the first time in the 2015/2016 state budget at \$1 million. PASS subsequently received another \$1 million each in the 2016/2017 state budget and 2017/2018 state budget. In the 2018/2019 state budget, PASS received an increase from the General Assembly and was funded at \$1.5 million. PASS was again funded at \$1.5 million in the 2019/2020 and 2020/2021 state budgets. It is this source of funding that PDA will use as the match towards the Farm to Food Bank program.

Since the program began in April 2016 through September 2020, more than 12.9 million pounds of food has been distributed through the program. 60 different Pennsylvania produced products have been sourced from 153 farmers, processors, and growers located across the commonwealth. These products include: apples, broccoli, butter, cabbage, cheese, chicken, corn, eggs, green beans, ground beef, lettuce, milk, peaches, potatoes, squash, tomatoes, yogurt, and zucchini. During this time, an average of more than 422,000 (duplicated) households per year have received donated food through the program.

List all EFOs that will partner with the State agency and describe the role of the EFO(s) in the project. You must list at least one EFO.

1. Central Pennsylvania Food Bank
2. Bucks County Opportunity Council
3. Chester County Food Bank
4. Community Food Warehouse of Mercer County
5. Greater Pittsburgh Community Food Bank
6. Greater Washington County Food Bank
7. H & J Weinberg NE PA Regional Food Bank
8. Helping Harvest Fresh Food Bank
9. Philabundance
10. Second Harvest Food Bank of Lehigh Valley and NE PA
11. Second Harvest Food Bank of NW PA
12. Share Food Program/Montco Hunger Solutions
13. Westmoreland County Food Bank

In June 2020, PDA awarded a contract to Feeding Pennsylvania to administer PASS on behalf of the Commonwealth. Feeding Pennsylvania subcontracts with the 13 food banks and emergency food providers listed above who are located throughout the state to procure foods from Pennsylvania agricultural producers, packers, and processors, using state funding provided for the PASS program. Working with more than 3,000 local charitable partners – including food pantries, soup kitchens, feeding programs, and shelters – these distributors allocate food to help feed low-income Pennsylvanians in need of food assistance in all 67 counties.

Each of these organizations receives a prorated share of the total funding, based on a formula that equally takes into account each county's share of people on unemployment, people who are eligible for SNAP, and people who are eligible for Medical Assistance. (In the case of a county that is served by multiple organizations, those counties split the funding.) No more than 15% of each organization's share of the funding may be used for administrative purposes.

List any other State agency(ies) from other States that the State agency will partner with and describe the role of the other State agency(ies) in the project.

n/a

State the percentage of Farm to Food Bank Project funds that will be kept at the State level.

0% will be retained by the state. All funds received for the Farm to Food Bank Project will be equitably distributed by Feeding Pennsylvania to their 13 sub-contractors for use in procuring foods through the PASS program.

Describe how the match requirement will be met.

The Pennsylvania Department of Agriculture received \$1.5 million for the Pennsylvania Agricultural Surplus System through the State 2020/2021 budget. Those funds will be applied as a match towards the Farm to Food Bank Program funds.

Will the State agency accept its full initial allocation of FY 2021 Farm to Food Bank Funding?

Yes

Is the State agency interested in receiving additional funding beyond its initial allocation of FY 2021 Farm to Food Bank Project funds, if available? Is there a maximum amount of additional funds the State agency is willing to accept?

Pennsylvania could accept up to \$1 million in FY2021 Farm to Food Bank funding.