Commonwealth of Pennsylvania
Department of Agriculture

Pennsylvania
Department of Agriculture
Bureau of Food Assistance

The Emergency Food Assistance Program (TEFAP)
Plan of Operation
September 2025

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 TEFAP Bonus, TEFAP CCC, etc.) (see Attachment "B").

II. TEFAP Plan of Operation

PDA will not transfer any USDA Foods to a TEFAP Agency until a Plan of Operation is received and approved by the Department. The Plan of Operation must include at minimum:

a. The name, address, email, and telephone number of the TEFAP Agency contact for food distribution, food recall, and other program operation issues.

b. The methods the TEFAP Agency will use to administer TEFAP, including a description of its procedures to ensure equitable distribution of USDA Foods to eligible recipients or ERAs within the TEFAP Agency's service territory.

c. The methods the TEFAP Agency will use to ensure adequate media coverage of TEFAP-related activities, including the methods, times, and places where eligible recipients may receive USDA Foods.

III. 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.

IV. 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.

V. Eligibility Criteria and Distribution Rates

The maximum income for Pennsylvania's recipients participating in TEFAP is 185% 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.

VI. Monitoring

Pennsylvania uses Food Distribution Representatives or "Field Staff" to monitor program activity (Attachments "D" and "E"). Monitoring activities include no less than a biennial review of all TEFAP county/lead agencies (see Attachment "F"), and an annual review of no less than 100 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.

VII. 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
Preapproved Form Document Number: 2-FA-13.0

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 mount of donated food inventories on-hand, unless FNS approval is obtained to maintain larger inventories:

    a. (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

    b. (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):

c. (1) Subdistributing agencies;

d. (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

e. (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.

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:

g. (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;

h. (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;

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

j. (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;

k. (5) Include the amount of insurance coverage obtained to protect the value of donated foods;

l. (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;

m. (7) Establish the duration of the contract, and provide for extension or renewal of the contract only upon fulfillment of all contract provisions;

n. (8) Provide for expeditious termination of the contract by the distributing agency for noncompliance with its provisions; and

o. (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 –COMMODITY and PROGRAM 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

_____

Signature/Title *Date*

_____

Signature/Title *Date*

_____

Signature/Title Date

_____- _____

County Federal Identification Number

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF AGRICULTURE

_____

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, Department of Agriculture (Date)

Contract Form Approval: Form No. 2-FA-13.0

OGC Approval: 4/26/2021

OAG Approval: 5/5/2021

I hereby certify funds in the amount of $ _____ are

available under GR# _____ for the Period

October 1, 2021 through September 30, 2026.

Acct. Code: _____

_____ _____

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 discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, 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 by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.

4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act, Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.

6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.

7. The Grantee and each subgrantee, contractor and subcontractor represent that it is presently in compliance with and will maintain compliance with all applicable

federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

8. 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.

9. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

10. 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 contracting and procurement process.

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

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 prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

c. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.

d. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

e. "Financial Interest" means either:

(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.

f. "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.

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.

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

a. 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 or procurement with the

Commonwealth.

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, 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.

e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

   (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

   (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

   (3) had any business license or professional license suspended or revoked;

   (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

   (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth

may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. 513A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. 53260a).

g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity 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 the Office of the State Inspector General in writing.

h. 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, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the 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. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an 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 Office of the State 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 refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third-party beneficiaries shall be created thereby.

j. 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.

Attachment "C"

AUDIT REQUIREMENTS FOR SUBRECIPIENTS RECEIVING FEDERAL AWARDS FROM THE COMMONWEALTH

The COUNTY identified in the foregoing Agreement, hereinafter referred to as Subrecipient, must comply with all applicable federal and state grant requirements including *The Single Audit Act Amendments of 1996*; *2 CFR Part 200 as amended*; and any other applicable law or regulation, and any amendment to such otherapplicable law or regulation that may be enacted or promulgated by the federal government.

If the SUBRECIPIENT is a local government or non-profit organization that expends $750,000 or more in federal awards during its fiscal year, the [NAME OF SUBRECIPIENT] is required to provide the appropriate single or program specific audit inaccordance with the provisions outlined in *2 CFR Part 200.501*.

If the SUBRECIPIENT expends total federal awards of less than the thresholdestablished by *2 CFR 200.501*, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office (GAO).

If the SUBRECIPIENT is a for-profit entity, it is not subject to the auditingand reporting requirements of *2 CFR Part 200, Subpart F – Audit Requirements (Subpart F)*. However, the pass-through commonwealth agency is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with *Government Auditing Standards*, a single audit report or program-specific audit report in accordance with *Subpart F*. However, these post-award audits must be submitted directly to the affectedcommonwealth agency that provided the funding. Only single audit reports for local governmental and non-profit subrecipients are electronically submitted to the Federal Audit Clearinghouse.

ADDITIONAL POTENTIAL COMPONENTS OF THE SINGLE AUDIT REPORTINGPACKAGE

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 inaccordance with the appropriate audit guide, *Government Auditing Standards*, and *Subpart F*.

In addition to the requirements of *Subpart F*, commonwealth agencies may require that the single audit reporting packages include additional components in the SEFA, or supplemental schedules, as identified through the respective grant agreement.

SUBMISSION OF THE AUDIT REPORT

The SUBRECIPIENT must submit an electronic copy of the audit report package to the Federal Audit Clearinghouse, which shall include the elements outlined in *Subpart F*.

SUBMISSION OF THE FEDERAL AUDIT CLEARINGHOUSE CONFIRMATION

The SUBRECIPIENT must send a copy of the confirmation from the Federal AuditClearinghouse to the resource account RA-BOASingleAudit@pa.gov.

AUDIT OVERSIGHT PROVISIONS.

The SUBRECIPIENT is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

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 andthe costs for any additional work performed by the federal or state agencies will beborne by those agencies at no additional expense to the SUBRECIPIENT.

Audit documentation and audit reports must be retained by the SUBRECIPIENT's auditor for a minimum of five years from the date of issuance of the audit report, unless the SUBRECIPIENT's auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

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 Exchanges 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 Exchanges 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.

November 4, 2010

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.

Contract #

FEDERAL AWARD INFORMATION		
GRANT NAME	**FAIN**	**AWARD DATE**
FY2024 TEFAP – CCC	FA-FNPV-24-C-0013	12/4/2023
FY2023 TEFAP – CCC	FA-FNPV-23-C-0727	2/6/2023
ALN	**ALN TITLE**	
10.569	TEFAP (Food Commodities)	
10.187	TEFAP CCC Eligible Recipient Funds	
REGULATIONS		
7 CFR Part 251; 2 CFR Part 250		

RECIPIENT AGENCY AGREEMENT FOR THE EMERGENCY FOOD ASSISTANCE PROGRAM

This recipient agency agreement for The Emergency Food Assistance Program ("TEFAP") is between the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Department of Agriculture ("Department"), with its principal offices located at 2301 N. Cameron Street, Harrisburg, PA 17110 and _____., with its principal offices located at _____ ("TEFAP Agency").

TEFAP is a federal program of the U.S. Department of Agriculture's ("USDA") Food and Nutrition Service ("FNS") that helps supplement the diets of low-income persons by providing them with emergency food assistance at no cost. The program is authorized by Sections 204 and 209 of the Emergency Food Assistance Act of 1983, 7 U.S.C. §§ 7501 *et seq.*, and administered through a federal/State partnership. Through this partnership, USDA makes food commodities ("USDA Foods") available to State agencies that are responsible for the distribution of USDA Foods within the States. States may distribute these foods to TEFAP eligible recipient agencies ("ERAs") that provide assistance to needy persons, such as food banks, food pantries, and soup kitchens, including faith-based organizations.

USDA periodically makes surplus food products available for distribution through TEFAP, including TEFAP bonus commodity and foods purchased with Commodity Credit Corporation ("CCC") funds ("Bonus Commodity"). States may also receive administrative and other funds from USDA ("USDA Funds") to support TEFAP ERA operational expenses associated with the distribution of Bonus Commodity.

This agreement sets forth the terms under which the Department will provide Bonus Commodity and USDA funds to the TEFAP Agency. All references to USDA Foods in this agreement include Bonus Commodity.

The parties, intending to be legally bound, agree as follows:

1. General Provisions

a. **Term; Effective Date**. The term of this agreement will begin on the date of the last Commonwealth signature ("Effective Date") and will remain in effect until terminated in accordance with paragraph 1(c) or 1(d) of this agreement. The parties shall amend this agreement as necessary to account for changes in program administration, including any changes resulting from amendments to Federal regulations or policy.

b. **Period of Performance.** The period of performance for this agreement is from October 1, 2023, until the termination date of this agreement ("Performance Period"). The TEFAP Agency may transport, store, and distribute Bonus Commodity and use funds it receives pursuant to this agreement to pay for any allowable expenses and costs incurred during the Performance Period.

c. **Termination**. Either party may terminate this agreement, at any time, for its convenience or for any other reason by providing 30 days' written notice of termination to the other party. The notice must specify the effective date of the termination. Notwithstanding the above, if the TEFAP Agency distributes or permits distribution of non-TEFAP related materials in a manner inconsistent with the provisions of 7 CFR 251.10(f)(1) or if funds or commodities are not available, the Department may immediately terminate this agreement by providing written notice of termination to the TEFAP Agency. The terms and conditions of this agreement will continue to apply to any funds transferred to the TEFAP Agency by the Department prior to termination.

d. **Availability of USDA Foods and Funds.** This agreement is expressly conditioned upon availability of funds and Bonus Commodities.

e. **Return of USDA Foods and Funds.** Upon receipt of a notice of termination, the TEFAP Agency shall return inventories of Bonus Commodity in its possession or control and transmit any reports and records as are required for final disposition of the inventories. The TEFAP Agency shall return all unused funds and inventories provided under this agreement, and any interest earned from the unused funds to the Department no later than 30 days after the effective date of termination.

f. **Reimbursement of Expenses.** If USDA funds are available, the Department may reimburse the TEFAP Agency for a portion of its expenses for the storage and distribution of Bonus Commodity. To be eligible for reimbursement, the TEFAP Agency must have submitted an Inventory Utilization Report Form no later than 30 days after the close of the applicable fiscal quarter. The Department may reimburse expenses incurred prior to the Effective Date of this agreement, but not prior to the start of the Performance Period.

g. **Use of USDA Funds.** The TEFAP Agency may use USDA funds provided under this agreement to pay for direct expenses associated with the receipt, storage, and distribution of Bonus Commodity. These funds must be used in accordance with TEFAP regulations at 7 CFR part 251.8(e), the Department's TEFAP State Plan and Outlet Manual, and all applicable FNS Instructions and policy directives. The

Department may restrict the use of these funds by disallowing one or more type(s) of allowable expenses through written notification to the TEFAP Agency, as stated in 7 CFR 251.8(e)(2). If the Department determines expenses incurred, in whole or in part, by the TEFAP Agency have not met the criteria of TEFAP, the TEFAP Agency shall return the portion of funds used for non-allowable costs to the Department.

a. **Use of USDA Foods.** The Department shall provide Bonus Commodity to the TEFAP Agency at no charge. Under no circumstances may the TEFAP Agency sell or exchange USDA Foods for money, materials, or services. The TEFAP Agency may not require another ERA to purchase commercial or privately donated food in order to receive USDA Foods from the TEFAP Agency.

h. **For-Profit Activity Prohibited.** Officials and employees of the TEFAP Agency may not profit from any contract with the Department or other entities for the administration of TEFAP, or from providing any TEFAP-related services.

2. <u>Bonus Commodity Offerings</u>

a. **Department Representations.** The Department has no control over the availability of Bonus Commodities and makes no representation or guarantee regarding the minimum or maximum volume of Bonus Commodity offerings to the TEFAP Agency or the offering of any Bonus Commodity on a fixed schedule.

b. Offering of Commodity.

a. The Department shall offer Bonus Commodity to the TEFAP Agency for distribution to eligible recipient agencies in quantities and on a schedule determined by the Department.

b. The Department shall offer Bonus Commodity to the TEFAP Agency by e-mail, telephone, or other electronic means, and shall specify the time within which the TEFAP Agency must respond to the offer. This offer of Bonus Commodity is referred to as the "Notice of Offer" in this agreement.

c. **Responding to a Notice of Offer.** The TEFAP Agency shall respond to a Notice of Offer within the time period specified in the notice.

3. <u>Distribution of Bonus Commodity</u>.

a. **Distribution to ERAs**. The TEFAP Agency shall distribute Bonus Commodities provided under this agreement only to ERAs. The Department shall solely determine the eligibility of the ERA for participation in TEFAP. The TEFAP Agency shall ensure that any ERA to which it distributes Bonus Commodity provides the Department full access to review and audit all records relating to the distribution of Bonus Commodity received by that entity.

b. **Distribution Priority System.** The TEFAP Agency shall prioritize emergency feeding organizations (including food banks, food panties and soup kitchens) over other ERAs in the distribution of Bonus Commodity pursuant to 7 CFR 251.4(h). The terms emergency feeding organization, food bank, food pantry, and soup kitchen have the meanings prescribed under 7 CFR 251.3.

c. **Food Transfers.** Transfers of Bonus Commodity to other ERAs must comply with the requirements of 7 CFR 250.12(e) and 250.14(d), as applicable.

d. **Publicity and Advertisement:** The TEFAP Agency shall ensure adequate publicity and media coverage of TEFAP activities and make its best efforts to use public service announcements.

4. <u>Record Keeping, Reporting, and Inventory Requirements</u>.

a. **Separate Accounting**. The TEFAP Agency shall account for Bonus Commodity it receives from the Department separately from other foods the TEFAP Agency receives from other sources or under separate agreements. The TEFAP Agency must ensure that all storage facilities used by the TEFAP Agency maintain a separate inventory record of Bonus Commodities.

b. **Annual Reviews of Inventory.** On an annual basis, the TEFAP Agency shall review all storage facilities used by the TEFAP Agency, including contracted commercial storage, in accordance with 7 CFR 250.12(b). The TEFAP Agency must reconcile physical and book inventories of all USDA Foods during the annual review.

c. **Storage and Inventory Management.** The TEFAP Agency shall comply with all other storage and inventory requirements for USDA Foods set forth in 7 CFR 250.12, as applicable.

d. **Record Keeping and Retention.**

i. The TEFAP Agency shall comply with USDA record keeping requirements and retain all records pertaining to TEFAP, including records accounting for receipts and dispersals of Bonus Commodity, for a period of three years following the close of the fiscal year or until any outstanding audit, claim, or litigation has been resolved.

ii. The TEFAP Agency shall ensure that all TEFAP-related records are available for review and audit by the Department and USDA upon request. These records must be maintained in accordance with the requirements set forth in 7 CFR 251.10(a).

e. **Inventory Reporting**. The Agency shall submit an Inventory Utilization Report on a form provided by the Department no later than 30 days after the close of each fiscal quarter. The Inventory Utilization Report must include for the applicable period: an accurate and complete inventory by type of Bonus Commodity, the beginning inventory, receipts and

disbursements, and the ending inventory.

f. **Additional Reporting.** Upon the Department's request, the TEFAP Agency shall provide additional reports relating to the receipt, distribution, or disposal of Bonus Commodity.

g. **Program Mismanagement and Theft.** Officials and employees of the TEFAP Agency must immediately report to the Department any instances of theft, suspected theft, or mismanagement of USDA Foods or program administration.

h. **Reporting Shortage, Loss, or Damage.** The TEFAP Agency shall promptly investigate any shortage, loss, or damage to Bonus Commodity and report each instance promptly to the Department. The TEFAP Agency assumes liability for the value of Bonus Commodities or USDA Funds if a loss occurs due to the TEFAP Agency's negligence in storage or handling, or its improper distribution/use of a commodity and funds, or its noncompliance with the terms of this agreement, the Department's TEFAP State Plan and Outlet Manual, or TEFAP regulations. If the Department holds the TEFAP Agency financially liable for a loss, the Department may require the TEFAP Agency to make restitution by repayment or replacement of the commodity.

5. <u>USDA Foods Handling</u>.

a. **Food Storage and Handling Requirements.** The TEFAP Agency shall maintain facilities for the proper storage and handling of USDA Foods in accordance with 7 CFR Part 250 and all other applicable federal, state, and local laws and regulations. Representatives of the Department and USDA may inspect the TEFAP Agency's facilities upon request.

b. **Food Safety and Recalls.** In accordance with 7 CFR 250.4(c)(2), the TEFAP Agency shall follow all applicable federal, state, and local requirements for USDA Foods subject to a food recall. This requirement includes following the Department's procedures and instructions in responding to a food recall.

6. <u>Agreements Between ERAs</u>.

a. **Agreement Required.** In accordance with 7 CFR § 251.2(c)(2), the TEFAP Agency shall enter into a written agreement with any ERAs to which it plans to distribute Bonus Commodity or USDA Funds before any foods or funds are transferred between the agencies. Agreements between the TEFAP Agency and other ERAs must not diminish or conflict with any requirements of this agreement on the TEFAP Agency or diminish the Department's rights and privileges stated in this agreement.

b. **Contents of Agreement.** All agreements that the TEFAP Agency enters into with other ERAs must contain the contents specified in 7 CFR § 251.2(c)(2) and (d) and must also include provisions that:

i. Specify terms and conditions for which the ERA will receive and further distribute Bonus Commodity.

ii. Require the ERA to comply with USDA record keeping requirements and maintain all records relating to the distribution of Bonus Commodity in accordance with TEFAP regulations.

iv. Require the ERA to maintain facilities for the proper handling and storage of USDA Foods in compliance with TEFAP regulations and comply with the requirements identified in the Department's TEFAP State Plan and Outlet Manual.

v. Provide that representatives of the TEFAP Agency, Department, and USDA may inspect the ERA's facilities and all records relating to the distribution of Bonus Commodity upon request.

vi. The ERA may be required to make restitution for the loss of Bonus Commodity, or for the loss or improper use of USDA Funds, due to noncompliance with any provision of the agreement with the TEFAP Agency, the Department's TEFAP State Plan and Outlet Manual, or TEFAP regulations.

vii. The ERA must follow all applicable federal, state, and local requirements for Bonus Commodity subject to a food recall, including any Department instructions and procedures in responding to a food recall.

viii. The ERA may not sell or exchange any USDA Foods for money, materials, or services.

c. **Submission of ERA List.** The TEFAP Agency shall submit to the Department a list of all ERAs to which the TEFAP Agency distributes any USDA Foods or USDA Funds. Upon request, the TEFAP Agency shall also submit executed copies of the agreements between the TEFAP Agency and ERAs to the Department.

7. **TEFAP Agency Representations**. The TEFAP Agency represents and warrants that:

a. It meets the eligibility criteria and guidelines set forth in 7 CFR Part 251.5 and the Department's TEFAP State Plan and Outlet Manual.

b. It will distribute Bonus Commodity to other ERAs equitably and responsibly in accordance with the criteria and guidelines established by the Department and USDA.

c. It is a non-profit 501(c)(3) organization as defined by the Internal Revenue Code.

d. It has an accounting system for TEFAP-related activity that uses generally accepted accounting principles.

e. It has or will furnish qualified personnel, materials, and other services to perform the activities described in this agreement and the applicable program policy documents, including the Department's TEFAP State Plan and Outlet Manual.

f. Its execution and delivery of this agreement, and its compliance with the terms and provisions of this agreement, does not violate: (i) the instruments creating the TEFAP Agency and governing its operation, or (ii) any laws that could have an material adverse effect upon the validity, performance, or enforceability of any provision of this agreement applicable to the TEFAP Agency.

g. Its execution and delivery of this agreement, and its compliance with the terms and provisions of this agreement, do not require the consent or approval of any government authority or, if consent or approval is required, the TEFAP Agency will obtain the consent or approval, in writing, and deliver it to the Department prior to any payment issued under this agreement.

h. To the knowledge of the TEFAP Agency, no information, certification, written statement, or report required under this agreement and delivered to the Department contains a false or misleading statement of a material fact or omits a material fact that is necessary to make this information, certification, written statement, or report not misleading.

8. <u>Compliance Requirements</u>.

a. **Assurance of Nondiscrimination.** The TEFAP Agency shall comply with the USDA requirements and provisions relating to nondiscrimination set forth in **Appendix A**.

b. **Program Requirements.** The TEFAP Agency shall comply with the program requirements set forth in:

i. 7 CFR Part 251 and the applicable provisions of 7 CFR Part 250 on USDA Foods handling.

ii. All other program regulations, policies, and procedures promulgated by the Department and USDA for the administration of TEFAP.

iii. Any amendments to the requirements or regulations listed above.

c. Policy, Administrative, and Fiscal Requirements.

i. The TEFAP Agency is responsible for the fiscal management of and accountability for any commodity or funds distributed under this agreement and shall comply with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable.

ii. The TEFAP Agency shall comply with the Office of Management and Budget

(OMB) circulars applicable to state and local governments or non-profit institutions.

iii. The TEFAP Agency shall comply with the requirements and provisions set forth in the following attachments for recipients of federal financial assistance:

Appendix B - Federal Funding Accountability and Transparency Act (FFATA) Subrecipient Data Sheet. References to the "Subgrantee" in those provisions are interpreted as referring to the TEFAP Agency.

Appendix C - Lobbying Certification Form. The Commonwealth will not process this grant until the TEFAP Agency executes and provides this completed form to the Department.

Appendix D - Subrecipient Audit Clause. References to the "Subrecipient" in this appendix are interpreted as referring to the TEFAP Agency.

9. **Compliance with Laws and Regulations.** The TEFAP Agency shall perform TEFAP-related activities and its obligations under this agreement in compliance with all applicable federal, state, and local statutes, ordinances, rules, and regulations. The TEFAP Agency shall ensure that its contracts with subcontractors require them to perform all TEFAP-related activities and any subcontracted obligations under this agreement in compliance with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

10. **Commonwealth Standard Terms and Provisions**. The TEFAP Agency shall comply with the Commonwealth standard terms and provisions set forth in **Appendix E**. References to the "Grantee" in those provisions are interpreted as referring to the TEFAP Agency.

11. **Waiver**. A party's failure to enforce any provision in this agreement will not constitute a waiver by that party of its rights and remedies provided in this agreement.

12. **Assignment**. The TEFAP Agency shall not assign any interest in this agreement, nor may any interest be transferred by novation or assignment, without prior written consent of the Department.

13. **Amendments and Modifications**. Except as otherwise provided in this agreement, no alteration or modification of the terms of this agreement are valid unless made in writing and signed by the parties with the same formality as the original agreement.

14. **Independent Contractor.** The TEFAP is not an agent, employee, or representative of the

Commonwealth or the Department. Nothing in this agreement may be construed to create a relationship of employer and employee, principal and agent, or joint venture among the Commonwealth, the Department, and the TEFAP.

15. **Severability**. The provisions of this agreement are severable. If any provision of this agreement, or any part thereof, is declared to be invalid or unenforceable by any tribunal having jurisdiction, the invalidity or unenforceability will not affect the validity or enforceability of the remaining portions of this agreement unless the result would be manifestly inequitable or unconscionable.

16. **Entire Agreement.** When fully executed by the parties, this agreement will be the final and complete agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises, and agreements pertaining to the subject matter of this agreement made prior to or at the time this agreement is executed are superseded by this agreement, unless specifically accepted by any other term or provision of this agreement. There are no conditions precedent to the performance of this agreement, except as expressly set forth in this agreement.

17. **Counterparts.** This agreement may be executed in counterparts, each of which is deemed to be an original (including copies sent to a party by electronic transmission) as against the party signing the counterpart, but which together constitute one and the same instrument.

18. **Electronic Signatures.** This agreement may be signed electronically in accordance with the Pennsylvania Electronic Transactions Act, Act 69 of 1999, 73 P.S. §§ 2260.301 *et seq*.

(SIGNATURE PAGE FOLLOWS.)

The parties, through their authorized representatives, have signed this agreement on the dates indicated below.

TEFAP AGENCY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF AGRICULTURE

_____ _____
Signature Date Secretary of Agriculture Date

_____
Title (President or Vice President)

_____
Signature Date

_____
Title (Secretary or Treasurer)

_____
Federal Identification Number

_____
SAP Number

APPROVED AS TO FORM AND LEGALITY:

_____ _____
Office of Chief Counsel Date Office of General Counsel Date
Department of Agriculture

_____
Office of Attorney General Date

APPROVED:

I hereby certify that funds in the amount of $500 each are available under:

_____
Comptroller Operations Date

Appendix A

USDA ASSURANCE OF NONDISCRIMINATION

a. Civil Rights Compliance.

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

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

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

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

SIGNATURE:_____

TITLE: _____

DATE: _____

b. Non-Discrimination Statement.

All materials regarding USDA Foods that are produced for public information, public education, or public distribution, must include (in full) the following non-discrimination statement:

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/ad-3027.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or

2. **fax:**
   (833) 256-1665 or (202) 690-7442; or

3. **email:**
   Program.Intake@usda.gov

This institution is an equal opportunity provider.

Appendix B

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT SUBRECIPIENT AGREEMENT REQUIREMENTS

1. Registration and Identification Information

Subrecipient must maintain current full registration that permits their entity registration to appear in a public search in the System for Award Management or SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov.

Subrecipient must provide its assigned UEI to the Commonwealth of Pennsylvania (Commonwealth) along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides this information.

2. Primary Location

Subrecipient 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 Subrecipient must list the location where the most amount of the award is to be expended pursuant to this agreement.

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

3. Compensation of Officers

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

1. the entity in the preceding fiscal year received—
    a. 80 percent or more of its annual gross revenues in Federal awards; **and**
    b. $25,000,000 or more in annual gross revenues from Federal awards: **and**

2. 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 Exchanges Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

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

[INSERT FFATA DATA SHEET]

Appendix C

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," which can be found at: https://www.gsa.gov/forms.

(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: _____

Appendix D

AUDIT REQUIREMENTS FOR SUBRECIPIENTS RECEIVING FEDERAL AWARDS FROM THE COMMONWEALTH

The Subrecipient must comply with all applicable federal and state grant requirements including ***The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended***; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

If the Subrecipient is a local government or non-profit organization that expends $750,000 or more in federal awards during its fiscal year, the SUBRECIPIENT is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in ***2 CFR Part 200.501***.

If the Subrecipient expends total federal awards of less than the threshold established by ***2 CFR Part 200.501***, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office (GAO).

If the Subrecipient is a for-profit entity, it is not subject to the auditing and reporting requirements of ***2 CFR Part 200, Subpart F – Audit Requirements (Subpart F)***. However, the pass-through commonwealth agency is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with Government Auditing Standards, a single audit report or program-specific audit report in accordance with ***Subpart F***. However, these post-award audits must be submitted directly to the affected commonwealth agency that provided the funding. Only single audit reports for local governmental and non-profit subrecipients are electronically submitted to the Federal Audit Clearinghouse.

ADDITIONAL POTENTIAL COMPONENTS OF THE SINGLE AUDIT REPORTING PACKAGE

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 appropriate audit guide, ***Government Auditing Standards***, and ***Subpart F***.

In addition to the requirements of ***Subpart F***, commonwealth agencies may require that the single audit reporting packages include additional components in the SEFA, or supplemental schedules, as identified through the respective grant agreement.

SUBMISSION OF AUDIT REPORT

The Subrecipient must submit an electronic copy of the audit report package to the Federal Audit Clearinghouse, which shall include the elements outlined in **Subpart F**.

SUBMISSION OF THE FEDERAL AUDIT CLEARINGHOUSE CONFIRMATION

The subrecipient must send a copy of the confirmation from the Federal Audit Clearinghouse to the resource account RA-BOASingleAudit@pa.gov.

AUDIT OVERSIGHT PROVISIONS

The Subrecipient is responsible for obtaining the necessary audit and securing the services of a certified public accountant or other independent governmental auditor.

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 documentation and audit reports must be retained by the Subrecipient's auditor for a minimum of five years from the date of issuance of the audit report, unless the Subrecipient's auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

Appendix E

COMMONWEALTH STANDARD TERMS AND CONDITIONS

Grant Version
(Revised - 10/1/2023)

1. DEFINITIONS

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

2. INDEMNIFICATION

The Grantee shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

3. NONDISCRIMINATION/SEXUAL HARASSMENT

a. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

b. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:

i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.

iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws,

against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.

v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

c. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

d. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

e. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.

f. **Subgrant Agreements, Contracts, and Subcontracts**. The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

4. GRANTEE INTEGRITY

a. **Definitions.** For purposes of these Grantee Integrity Provisions, the following definitions apply:

i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

ii. "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.

iii. "Grantee Related Parties" means any Affiliates of the Grantee and the Grantee's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.

iv. "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

v. "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, as may be amended, 4 Pa. Code §7.153(b), apply.

vi. "Non-Solicitation Award Process" means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

b. **Representations and Warranties.**

i. **Grantee Representation and Warranties.** The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:

1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
3. had any business license or professional license suspended or revoked;
4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
5. been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

ii. **Contractor Explanation**. If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.

iii. **Further Representations**. By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.

iv. **Notice.** The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause

the Contractor's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.

c. **Grantee Responsibilities.** During the term of this agreement, the Grantee shall:

i. maintain the highest standards of honesty and integrity.

ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.

iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.

iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.

v. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.

vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.

vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.

viii. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

d. **Investigations.** If a State Inspector General investigation is initiated, the Grantee shall:

i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the

Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.

ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.

iii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.

e. **Termination.** For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does 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.

f. **Subcontracts.** The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.

5. CONTRACTOR RESPONSIBILITY

a. **Definition**. For the purpose of these provisions, the term "Contractor" means 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. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

b. **Contractor Representations.**

i. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the

Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.

ii. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.

c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.

d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.

e. **Reimbursement.** The Contractor shall 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 agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not 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.

f. **Suspension and Debarment List.** The Contractor may obtain a 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.

6. AMERICANS WITH DISABILITIES ACT

a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this agreement.

b. **Compliance.** For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.

c. **Indemnification.** The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

7. APPLICABLE LAW AND FORUM

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws

provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

8. RIGHT TO KNOW LAW

a. **Applicability**. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.

b. **Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:

i. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and

ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.

c. **Trade Secret or Confidential Proprietary Information.** If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.

d. **Reimbursement**

i. **Commonwealth Reimbursement.** If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.

ii. **Contractor Reimbursement**. The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of 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.

e. **Challenges of Commonwealth Release.** The Grantee 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, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any

damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.

f. **Waiver.** As between the parties, the Grantee waives 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.

g. **Survival.** The Grantee's obligations contained in this Section survive the termination or expiration of this contract.

9. OFFSET

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

10. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

a. **Payment Method.** The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:

https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx

b. **Unique Identifier.** The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.

c. **ACH Information in the Commonwealth's Master Database.** The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

11. WORKER PROTECTION AND INVESTMENT

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

a. Construction Workplace Misclassification Act;

b. Employment of Minors Child Labor Act;

c. Minimum Wage Act;

d. Prevailing Wage Act;

e. Equal Pay Law;

f. Employer to Pay Employment Medical Examination Fee Act;

g. Seasonal Farm Labor Act;

h. Wage Payment and Collection Law;

i. Industrial Homework Law;

j. Construction Industry Employee Verification Act;

k. Act 102: Prohibition on Excessive Overtime in Healthcare;

l. Apprenticeship and Training Act; and

m. Inspection of Employment Records Law.

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WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

Signature	***Date***
Name (Printed)	
Title of Certifying Official (Printed)	
Contractor/Grantee Name (Printed)	

BOP-2201
Published: 02/04/2022

Children (0-17) _____

Adults _____

Seniors (60 & up) _____

Pennsylvania
Department of Agriculture
Bureau of Food Assistance

Bureau of Food Assistance

The Emergency Food Assistance Program (TEFAP)

"Self-Declaration of Need"

Effective July 1, 2025 to June 30, 2026

Recipient Name _____ Agency Representative Signature _____ Date _____

Recipient County of Residence _____ Distribution Site Name _____ Number _____

Recipient Zip Code _____ 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.

Household Size Circle One	Total Household Income (based on 185% of Poverty) Annual	Monthly	Weekly
1	$ 28,953	$ 2,413	$ 557
2	$ 39,128	$ 3,261	$ 753
3	$ 49,303	$ 4,109	$ 949
4	$ 59,478	$ 4,957	$ 1,144
5	$ 69,653	$ 5,805	$ 1,340
6	$ 79,828	$ 6,653	$ 1,536
7	$ 90,003	$ 7,501	$ 1,731
8	$ 100,178	$ 8,349	$ 1,927
For each additional family member add:	$ 10,175	$ 848	$ 196

By signing below, I declare that my income from all sources does not exceed the income listed above for households with the same number of people as my household. 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 these records will be held in confidence at this distribution site but may be released to the Pennsylvania Department of Agriculture or the United State Department of Agriculture for review upon their request.

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.

USDA Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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

_____ Proxy ID Verified

Pantry Representative

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. <u>Local Recipient Agency agrees to:</u>

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.
- W*hite.* 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

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

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

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

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
Second Harvest Of the Lehigh Valley and Northeast Pennsylvania
6969 Silver Crest Rd
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 COUNTY FOOD BANK
650 Pennsylvania Drive
Exton, PA 19341
Phone: 610-873-6000

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

COLUMBIA

AGAPE Love From Above To Our Community
851 Railroad Street
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 PENNSYLVANIA 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

Agency for Community EmPowerment of NEPA (ACE)
123 Wyoming Avenue
Scranton, PA 18503
Phone: 570-963-6836

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
Second Harvest Of the Lehigh Valley and Northeast Pennsylvania
6969 Silver Crest Rd
Nazareth, PA 18064
Phone: 484-287-4015

LUZERNE

COMMISSION ON ECONOMIC OPPORTUNITY
Harry & Jeanette Weinberg Northeast Regional Food Bank
185 Research Drive
Pittston, PA 18640
Phone: 570-908-2222

LYCOMING

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

MCKEAN

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

MERCER

COMMUNITY FOOD WAREHOUSE OF MERCER COUNTY
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
Second Harvest Of the Lehigh Valley and Northeast Pennsylvania
6969 Silver Crest Rd
Nazareth, PA 18064
Phone: 484-287-4015

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

PHILABUNCANCE
3616 S. Galloway Street
Philadelphia, PA 19148
Phone: 215-339-0900

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 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

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Attachment "G"

Pennsylvania Department of Agriculture
Bureau of Food Assistance

State Plan Amendment Template for
FY 2024 Farm to Food Bank Projects

Date Submitted: 9/8/2023
State Agency: Pennsylvania Department of Agriculture
State Agency Point of Contact (POC): Caryn Long Earl
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Provide a high-level summary (1-2 paragraphs) of the anticipated uses of the Farm to Food Bank Project funds. Please note that projects must meet the statutory definition of a Farm to Food Bank project (i.e., they must involve the harvesting, processing, packaging, or transportation of unharvested, unprocessed, or unpackaged commodities donated by agricultural producers, processors, or distributors, for use by emergency feeding organizations (EFOs)).

The PA 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 in 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, packaging, processing, 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 regional food banks 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.

What types of agricultural commodities do you expect will be donated for this project(s) and who will donate them?
To date, approximately 80 different Pennsylvania produced products have been sourced from 212 farmers, processors, and growers located in 53 of the 67 counties throughout the commonwealth. These products include a mix of produce, animal protein, and dairy products such as: apples, broccoli, butter, cabbage, cheese, chicken, corn, eggs, green beans, ground beef, lettuce, milk, peaches, potatoes, squash, tomatoes, yogurt, zucchini, and more.

How will the project(s) reduce food waste at the agricultural production, processing, or distribution level through the donation of food?
As previously noted, 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, packaging, processing, 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.

Since the inception of PASS in 2015, more than 27.2 million pounds of Pennsylvania foods have been redirected from the food waste channel and distributed to food-insecure Pennsylvania residents.

How will the project(s) provide food to individuals in need?
As previously noted, the Farm to Food Bank funds will supplement funding for the Pennsylvania Agricultural Surplus System (PASS). In June 2020, PDA awarded a contract to Feeding Pennsylvania to administer PASS on behalf of the Commonwealth. Feeding Pennsylvania subcontracts with 13 regional food banks 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.

How will the project(s) build relationships between agricultural producers, processors, and distributors and EFOs through the donation of food?
Since the PASS program first began in 2015, one of the key successes of the program has been the connections it has helped to foster between the regional food banks (EFOs) in Pennsylvania and Pennsylvania's food and agricultural producers. Many producers who receive financial compensation through the PASS program also choose to donate products when no reimbursement is available. These producers have also become reliable vendors for many of the food banks, thus gaining additional clients as a result of this program. Some of the vendors and the producers have even developed relationships that are mutually beneficial to their business

practices. One vendor who already donated and sold produce to one of our major food banks has become a food bank partner for retail pick up, picking up food donations from retailers, packaging those donations along with the produce from the vendors farm, and delivering those pre-packaged boxes to the food bank and food pantries for distribution.

List all EFOs that will partner with the State agency to carry out the project(s), and describe the role of the EFO(s) in the project. You must list at least one EFO. You do not need to list all EFOs that will distribute Farm to Food Bank foods; only those that will carry out the project(s) in partnership with the State agency.
(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 the Lehigh Valley and NE PA
(11) Second Harvest Food Bank of NW PA
(12) Share Food Program
(13) Westmoreland 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 and packers 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%

As per 7 CFR 251.10(j)(4), all Federal funds utilized for Farm to Food Bank Projects must be matched dollar-for-dollar by non-federal funds through a cash or in-kind contribution from either the State or partner EFOs. Please describe how the match requirement will be met for this project. If the match will be met in- kind, please provide a description of in-kind resources that will be used to meet the match.
The Pennsylvania Department of Agriculture received $5.5 million for the Pennsylvania Agricultural Surplus System through the State 2023/2024 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, PA will accept the full initial potential allocation of $152,586.

Is the State agency interested in receiving additional funding beyond its initial allocation of FY 2024 Farm to Food Bank Project, if available?
Yes

If yes/unsure, what is the maximum amount of additional funds the State agency is willing and able to accept while still meeting the match requirement? If unsure, please insert an estimated amount in the box below, and we will contact you to verify final funding totals prior to finalizing them. Maximum amount of additional funding (in addition to what is estimated to be allocated in Appendix B):
PA has the state funding available to mate this program up to $5.5 million.