

FARM TO FOOD PANTRY (F2FP)

INITIATIVE GUIDANCE DOCUMENT FOR

CONTRACTORS AND SUBCONTRACTORS





Washington
State Department of
Agriculture

FOOD ASSISTANCE

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INTRODUCTION

Welcome to the Washington State Department of Agriculture (WSDA) Food Assistance (FA) and Harvest Against Hunger's (HAH) guidance document for the Farm to Food Pantry (F2FP) initiative. This document includes both policies and procedures and is written to assist subcontracting agencies. The effective date of this document is October 1, 2021.

These policies and procedures shall be adjusted, as necessary, during the course of the program period. These policies and procedures are specific to F2FP and shall be followed by the contractors and subcontractors. Compliance with subsequent modification to this manual is also mandatory for all contractors and subcontractors.

Please take the time to thoroughly review the manual with your staff who will work with WSDA and HAH on the F2FP initiative. If changes are made, subcontractors shall receive notice of changes through initiative update emails.

If you have questions, suggestions, changes or corrections regarding this manual, please contact us via email at:

ngarden@agr.wa.gov maddie@harvestagainsthunger.org david@harvestagainsthunger.org

This manual is a work in progress and we encourage your involvement to make this a tool that is valuable to you as a F2FP Subcontractor.

With Appreciation,

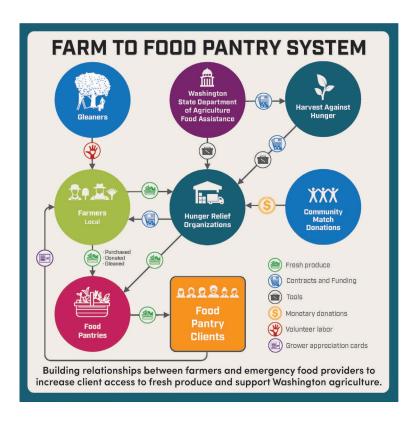
WSDA Food Assistance and Harvest Against Hunger

OVERVIEW

One of the most challenging aspects of both farming and hunger relief is finding effective and efficient ways to deliver healthy, nutrient-dense fresh produce to consumers. Getting fresh produce into the hunger relief system is critically important, and a strong agricultural community can play a significant role in increasing access to nutritional foods that people experiencing food insecurity need. Purchasing produce directly from a farmer creates a positive impact for both farmer and food bank, increasing the sale of local crops while improving access to healthier food choices for hungry families. In addition, buying produce directly from the growers goes a long way to strengthen the bond between farmer and food bank. If a farmer has a strong relationship with a local food bank, they may be more inclined to make produce donations.

The Farm to Food Pantry (F2FP) initiative goes beyond increasing lower-income individuals' access to fresh produce; it also strengthens community-based food systems while increasing the viability and success of both small-scale agricultural producers and hunger relief organizations. The initiative functions as an incubator in which new models are developed and tested every season. The F2FP initiative expands existing markets for farmers and creates new ones, strengthening local food systems through symbiotic relationships between food pantries and growers. The resulting relationships allow participating growers to donate additional produce with little additional impact to their existing business model.

This partnership between WSDA and Harvest Against Hunger is a prime example of how state agencies can collaborate with nonprofits to make a significant statewide impact.



F2FP CONTACT INFORMATION

WSDA FOOD ASSISTANCE STAFF

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Food Assistance Mailing Address:

Washington State Department of Agriculture Food Assistance 1111 Washington ST SE, PO Box 42560 Olympia, WA 98504-2560

Program Email: foodassistance@agr.wa.gov

Program Webpage: agr.wa.gov/services/food-access

HARVEST AGAINST HUNGER STAFF

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DEFINITIONS

Administrative Expenses – Salaries, wages, supplies, and general expenses, including direct and indirect.

Applicant – A public or private nonprofit organization, tribe, or tribal organization that applies for Food Assistance program funding.

Authorized Representative – For WSDA, means the WSDA designee authorized in writing to act on the director's behalf; for the contractor means the Authorized Signer.

Authorized Signature – Signature of the board president, tribal chairperson, agency director, or other official authorized to sign.

Client – A person who self-declares they are in need of food, and are not able to purchase enough food for their subsistence.

Commodities –For the purpose of this manual, means food used in food assistance programs.

Contract – A legally binding agreement between the state and another entity, public or private, for the provision of goods and services. Agreements, letters of intent, memos of understanding, and contract awards are specific forms of contracts.

Contractor – The eligible association, or organization that entered into a contract with the WSDA Food Assistance to provide food assistance within a county or multi-county region.

Debarment - The act of being suspended or being declared ineligible by any state or federal agency from participating in any transactions with them.

Direct Client Services – Conducting programming that has direct contact with clients and could include food distribution to clients and/or collecting client information for the purpose of the client intake.

Emergency Food Assistance Program (EFAP) – The Emergency Food Assistance Program provides State General Funds to help support food pantries and is subject to WAC 16-740.

Emergency Food Assistance Program (EFAP) - Tribal - The Emergency Food Assistance Program provides State General Funds to help support tribal food pantry and voucher programs and is subject to WAC 16-740

Food Assistance Provider – A tribe or agency that provides clients with any kind of food assistance.

Food Assistance (FA) – Washington State Department of Agriculture's (WSDA) Food Assistance (FA) programs.

DEFINITIONS

Food Bank – An organization that collects, warehouses, and distributes food, edible commodities or other product to food pantries, meal programs, and other hunger relief organizations on a regional, county, or statewide basis.

Food Pantry – For the purposes of this manual, the term food pantry refers to an eligible food assistance program distribution site that distributes unprepared food without charge to its clients. The organization must provide direct client services, food storage, and distribution with consistency.

Interested party – Any organization, tribe, or public agency wishing to be considered for F2FP initiative subcontractor.

Lead Agency – A hunger relief organization that contracts directly with WSDA to administer TEFAP and/or EFAP. These lead agencies coordinate with food banks, food pantries and meal programs throughout their county to make safe and nutritious food available to those in need.

Meal Program – A food assistance provider that provides predominately low-income clients prepared meals in a congregate setting.

Mobile Food Pantry – A mobile pantry or mobile food bank serves clients in areas of high need in an effort to supplement hungry families with nutritious food. Through a mobile pantry or mobile food bank, food is distributed to clients in pre-packed boxes or through a client choice method where clients choose to take what they need.

New Client (Unduplicated) – A client served by a food assistance provider during the reporting period for the FIRST time in the current fiscal year.

Not-for-profit Corporation – RCW 24.03 provides the code for nonprofits and states, "not for profit corporation" or "nonprofit corporation" means a corporation no part of the income of which is distributable to its members, directors or officers and that holds a current tax exempt status or is specifically exempted from the requirement to apply. All nonprofits must be registered with WA Secretary of State.

Operational Expenses – Those costs that are clearly identifiable with providing direct services to clients or distribution services to food pantries.

Participating Food Pantry –A local public or nonprofit food pantry that provides food assistance to clients and receives food purchased using F2FP initiative funding.

RCW - Revised Code of Washington.

DEFINITIONS

Regional Agency – Any agency, tribe or organization that is subcontracted with HAH to implement F2FP activities in their region.

Returning Client (Duplicated) – A client served by a food assistance provider during the reporting period who has been previously served during the current fiscal year.

Single Audit – An organization-wide audit of an entity that expends \$750,000 or more of federal assistance (funds, grants, awards) as required by federal Chapter 2 Part 200, Uniform Administrative Requirement

State – State of Washington.

Subcontractor – Any association, tribe or organization that, by subcontract or written agreement with the contractor, is performing all or part of the services under the contractor's agreement with WSDA. The term does not include the contractor's employees. The term includes any subcontractor in any tier.

Subcontractor Operated Site – Any sites, temporary or permanent, that are run temporarily by the subcontractor or one of their volunteers at a non-subcontractor owned location. This includes apartment buildings, parking lot of a community center, temporarily staffing a distribution at a senior center, food pantry, or meal program.

Subcontractor Owned Site – Any subcontractor owned food pantries or meal programs that are not located on the subcontractor's property. These are typically called satellite sites and are permanent sites. Any subcontractor owned mobile food pantries/meal programs.

Subcontractor Sponsored Site – Any sites, food pantries, or meal programs that may not be eligible on their own, such as organizations that do not have a 501(c)3, and are being sponsored by the subcontractor. The agreement should clearly outline the respective roles and responsibilities of the subcontractor and the sponsored site. The site is not run by the subcontractor's staff or owned by the subcontractor. It is run by the site, typically volunteers, but the subcontractor is taking the responsibility. The contractor will hold the subcontractor solely responsible for the sponsored site.

Uniform Guidance – 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, available at ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200 main 02.tpl

WAC – Washington Administrative Code.

WSDA – The Washington State Department of Agriculture or its successor agency if any.

F2FP SUBCONTRACTOR ELIGIBILITY CRITERIA

This policy applies to all interested parties wishing to be considered as a F2FP initiative subcontractor.

1. Subcontractors must meet the criteria below before receiving F2FP funding.

HAH and WSDA shall determine the eligibility of a new regional agency, including tribes, prior to subcontracts being issued.

Subcontractors must:

- Be a public agency, a recognized tribe, or a 501(c)(3) nonprofit agency.
- Be currently registered as a nonprofit agency/corporation with the <u>Secretary of State</u>
 Office in Washington, unless a federally recognized tribe.
- If a nonprofit agency, have had IRS 501(c)(3) nonprofit status for at least one year prior to the beginning date of the subcontract date.
- Obtain a DUNS number.
- Be registered in the <u>System for Award Management (SAM)</u>.
- If not a WSDA Lead Agency in planned F2FP implementation region, WSDA must approve of the agency prior to entering into a Subcontract.

2. Subcontractors must secure public liability insurance.

- Subcontractors must secure public liability insurance to protect against legal liability arising out of services provided under the subcontract and liability on vehicles used for business purposes that includes a comprehensive indemnification clause holding harmless the contractor, the WSDA, the state of Washington, its officers, employees and authorized agents. If the contractor so requires it, subcontractor will co-insure the contractor and provide the contractor proof that it has done so. The following is considered acceptable for additional insured endorsements for a designated person or organization: An ISO Standard Endorsement CG 2026 or equivalent.
- The contractor may require subcontractors to also carry fidelity insurance, though this is not required.

3. Subcontractors receiving cash must:

- Have established internal controls and fund accounting procedures to assure the proper disbursement of, and accounting for, all funds provided.
- Provide the contractor with an annual single audit if it receives federal funds (including the dollar value of USDA TEFAP, TMP, and CSFP foods) totaling \$750,000 or more per year from all sources, or an independent financial audit once every two years if it receives \$100,000 or more per year in state funds from all sources. If neither of those apply, they

F2FP SUBCONTRACTOR ELIGIBILITY CRITERIA

must provide the contractor with a completed Accounting System Verification Form (<u>AGR-2206</u>) if its subcontract is \$20,000 or more in EFAP funding per year.

- A subcontractor must complete the Audit Requirement Form for Subcontractors (<u>AGR-2217</u>). The form is to be sent to the contractor within 10 days after the end of the subcontractor's fiscal year.
- If a subcontractor does not meet these criteria for receiving a cash contract, the contractor may directly pay the farm or food hub for the subcontractor.

4. Subcontractors shall not have been suspended or debarred.

- By signing the subcontract, the subcontractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any federal or state department or agency from participating in transactions.
- Subcontractor shall notify the contractor within 30 days of any exclusion from participating in transactions.

5. Subcontractors must coordinate services.

Subcontractors must:

- Coordinate with the WSDA Lead Agency administering TEFAP or EFAP in the county, if not the Lead Agency themselves.
- Coordinate with food pantries and meal programs in the county to distribute food purchased with F2FP initiative funding.

F2FP APPLICATION AND SELECTION PROCESS

This policy applies to all interested parties wishing to be considered as a F2FP initiative subcontractor.

1. F2FP subcontracts cover a two-year period.

F2FP subcontracts shall begin the first day of the biennium, July 1, and end on the last day of the biennium, June 30. SFY 2022 is the only exception to this timeline as the F2FP initiative transitions from a calendar year.

2. WSDA and HAH distributes and receives applications.

WSDA and HAH shall:

- Notify organizations and tribes engaged in hunger relief efforts by email, social media, and other outlets when the F2FP application is open.
- Maintain a statewide mailing list of food assistance programs, including tribes.

3. Specific requirements must be met in applying for funding.

- Must meet the eligibility requirements as listed in the F2FP Subcontractor Eligibility Criteria section.
- Non-tribal applicants must receive consent from the Lead EFAP and/or TEFAP Contractor
 in their county prior to applying for F2FP initiative funding to ensure the contractor is
 aware of the activity and avoid duplication of programing. WSDA will verify this with the
 Lead Contractor in your area.
- Applicants must adhere to all application and contract timelines specified by the WSDA and HAH when applying for funding. Failure to do so may result in denial of the funding request.

4. WSDA and HAH selects eligible applicants.

- WSDA and HAH will evaluate all applications and select Subcontractors throughout the state based on the responses to the following information:
 - Applicant Overview
 - Scope of Services
 - Local Activities and Partnerships
- WSDA and HAH may reach out to applicants for clarification prior to selection.
- If a county has multiple applicants, and there appears to be duplication of services, WSDA and HAH will give preference to a WSDA contracted Lead Agency.

5. WSDA and HAH computes the allocation of funds to organizations.

F2FP APPLICATION AND SELECTION PROCESS

WSDA and HAH compute the F2FP allocations to each organization, tribe or public agency based on a formula determined by WSDA in consultation with HAH. Funding will be awarded ranging from \$3,500 - \$30,000 per year.

The formula for allocation of funds to organizations, tribes and public agencies in general, will be computed as follows:

- A baseline amount will be allocated to each organization, tribe or public agency.
- The remaining funds will be allocated based on other agreed-upon criteria that measure need including but not limited to:
 - o Percent of poverty as determined by the American Community Survey 5-year data
 - Number of counties served
 - Number of pantries/ meal programs served
 - o Estimated number of clients served
 - Years participating in the initiative, if applicable

6. Intent to Award Letter

HAH will send an intent to award letter with an estimated funding allocation to organizations, tribes or public agencies whose Farm to Food Pantry application was accepted. Once applicants confirm their intent to accept the funding, HAH will explain final steps to enter into a Subcontract agreement.

This policy applies to all organizations, tribe or public agencies that use F2FP initiative funds.

1. Farm Contracting

Funding will be used to contract directly with local small-scale growers with the hope of strengthening relationships for future donations and support of local food assistance. Outlining the terms of an agreement at the start of the season makes expectations clear for both parties.

- Subcontractors will identify growers with which they intend to contract. Prior to entering
 into a contract the subcontractor must verify the farm is licensed with the Washington
 State Department of Revenue. Agencies can look up a business license on the DOR website
 at: https://secure.dor.wa.gov/gteunauth//#1
- Suggested questions to ask farmers prior to entering into a contract:
 - a) What products will you have available within the next year?
 - b) What quantities would you be able to supply?
 - c) Are you able to pack and deliver to individual food pantries, or would you want to work with the local food bank?
 - d) Do you have Good Agricultural Practices, HACCP, or other third party food safety certifications? If not, can you supply a copy of a farm food safety plan or respond to a questionnaire about your farm food safety practices?
 - e) Please describe your farm and growing practices. Do you have any certifications besides food safety certifications? (e.g. Organic, Food Alliance, etc.)
 - f) Do you carry product liability insurance? If so, what is the coverage level?
 - g) Would you be interested in collaborating for education purposes (like visiting the food pantry to speak to clients, providing picture and farm description for a farm profile poster, etc.)?
- Subcontractors will work with grower(s) to find the best price available with wholesale prices being the goal. Once price, produce type, and quantity is determined, contracts are established between subcontractors and the growers directly (see Contract Examples section).
- Subcontractors are encouraged to include detailed contingency plans to accommodate any potential changes or issues such as crop failure, modifying delivery schedules, or produce quality.
- Specific purchasing models used (e.g. scheduled pre-harvest purchase vs. ad-hoc postharvest purchase) will be determined by the subcontractor and will be based on needs of the local hunger relief program. The following contracting models have been successful for past F2FP subcontractors:

Traditional Contract Models

	Pre-Harvest	Fresh Sheet/Wholesale	Post-Harvest
Description	Provides upfront funding at the beginning of the season and selects specific types and amounts at predetermined prices.	Farmers provide weekly "fresh sheets" listing available produce with wholesale pricing.	Commits a set amount of funding at the beginning of the season, but pays for and selects items after harvest and distribution.
Advantages	 Upfront funds help farmers early in the season. Establishes a long-term relationship with farms. Greater Choice and predictable supple of desired produce. 	 Provides flexibility based on what food may have been received by other sources. Provides farmers with flexibility on what they can deliver. 	Can reduce food waste at the farm level by purchasing surplus or seconds (No.2/B-grade).
Limitations	Higher financial risk due to potential crop failure.	 Unpredictable selection. Does not provide farmer a guarantee sale. Smaller ordering window. 	 Unpredictable selection. Requires Coordination with less notice.

Hybrid Contract Models

	Pre-Harvest/Wholesale	Post-Harvest /Wholesale
Description	Provides upfront funding at the beginning of the season and select unspecified food items determined later in growing season based on availability from fresh sheets.	An agreement to purchase overages from weekly wholesale or farmers market sales.
Advantages	 Upfront funds help farmers early in the season. Provides flexibility based on what food may have been received by other sources. 	 Gives farmers a consistent outlet. Provides farmers flexibility to prioritize other markets. Can reduce food waste at the farm level by purchasing surplus or seconds (No.2/B-grade).
Limitations	 Unpredictable selection. Small farms may struggle to fulfill large amount in one season	 Unpredictable selection. Requires Coordination with less notice.

2. Match Requirements for F2FP initiative Subcontractors

F2FP Subcontractors are required to provide a minimum of \$500 cash match, per state fiscal year, to leverage local support to increase the amount available for these projects. This requirement would only be waived due to extreme circumstances and only with prior approval from WSDA.

3. Google Drive

Folders for each participating site to upload documents, contracts, photos, and photo release forms will be accessible via the F2FP initiative Subcontractor website.

4. Monthly F2FP Cohort Check-in Calls

HAH will host monthly check-in calls via Zoom. These calls are designed to provide an opportunity for participating subcontractors to share information and ideas with one another and to provide any initiative updates.

Subcontractor representatives will be encouraged to participate in as many calls throughout the season as possible and are required to attend at least 50% of all meetings.

5. Distribution Sites

WSDA defines distribution site as a food pantry or meal program that distributes food funded by the F2FP initiative to persons who are not able to purchase enough food for their subsistence.

- Subcontractor must identify all participating food pantries where food procured with F2FP funding is distributed. These sites must be listed on the F2FP Distribution Site List on the last page of the F2FP Subcontract (AGR-2327) within 30 days of execution.
- Distribution sites must serve clients, no matter where the client resides.
- Documentation should not be required to verify eligibility or assist in data collection practices. This includes pieces of mail, school records, or medical records. Under no circumstances should a pantry require a client's social security number, proof of citizenship, proof of income, proof of address, or proof of household size.

6. Food Safety and Sanitation Requirements

Subcontractor must provide adequate facilities for the handling, storage, and distribution of food purchased with F2FP funds. The facilities must be properly safeguarded against damage, theft, spoilage, or other loss.

Subcontractor shall ensure all distribution sites adhere to all applicable local, state and federal regulations on food safety and sanitation. These standards cover the areas of ground and warehouse maintenance, food storage and pest control.

- Properly control pests inside and outside. Note: Rodent pesticides are not to be used inside
 except with very serious infestations and never in close proximity to food.
- Store equipment, pallets and trash receptacles away from the building, keeping grounds litter-free. Keep trash receptacles covered and clean.
- Keep doors and windows shut unless they are screened.
- Maintain the inside of buildings so that they are clean and in good repair.
- Adhere to good food safety practices so that foods are stored in a manner to protect them from spoilage, infestation, damage or other condition that may jeopardize the wholesomeness or safety of the foods.

- Move out the oldest food first.
- Must be maintained in sanitary conditions, keep food storage areas and pallets clean.
- For all foods, maintain proper temperatures and humidity, and with adequate air circulation of perishable foods. Cold storage must be maintained at between 33 and 40 degrees; frozen storage must be maintained at 0 degrees or lower.
- Keep food off the floor and on pallets.
- o Keep food 4-6 inches from the wall.
- Keep cleaning agents and other toxic materials away from food, inspecting food for damage or contamination.
- Foods that show signs of spoilage, infestation, or other visible defects should not be used or distributed, regardless of product dates or when the foods were received, as such food is generally considered not fit for human consumption.
- There must be hand-washing facilities with hot running water.

Distribution sites who put the public's health at risk and do not adhere to these standards may be terminated from the F2FP initiative if they do not make the necessary improvements within thirty days of a notice from WSDA or HAH requiring compliance.

Note: Chapter 246-215 Washington Administrative Code (WAC), **Part 9, Subpart D - Donated Food Distributing Organizations**, provides the safety standards for food pantries and food banks. The Food Code serves as the basis for food service rules in most states and provides Washington with rules that are more consistent with the national food safety standards. doh.wa.gov/Portals/1/Documents/Pubs/332-033.pdf

DATA REPORTING

This policy applies to all organizations, tribes or public agencies that use F2FP initiative funds.

1. Required Data Reporting

Subcontractor shall submit to Contractor the following reports and records in a timely manner:

• Google Reporting Sheet

A master spreadsheet for all participating sites for real-time quantitative data reporting. Metrics reported include:

- Match amount and source
- Date of purchase
- o Farm/Producer Name
- Contract Type (Purchased, Donated, or Gleaned)
- Source (Farm, Community Garden, Individual, Farmers Market, Food Hub, Gleaning Org)
- ➤ Subcontractors are only required to report donated/gleaned amounts from farmers contracted with F2FP funding, but may report other produce donation sources if tangentially connected to F2FP.
- Amount of farm contract/cost
- o Purchased Produce (Type and Pounds)
- Donated/ Gleaned Produce (Type and Pounds)
- Transportation (Farm, Agency Staff, Agency Volunteers, etc.)

While WSDA and HAH encourage Subcontractors to consistently report their F2FP initiative purchases using the Google reporting sheet, Subcontractors are required to update the reporting sheet as follows:

- A mid-season snapshot of all purchases is due on December 30 of each state fiscal year.
- O All data from the state fiscal year must be reported by June 30 of each state fiscal year. All F2FP initiative funding provided, as well as any match funding must be accounted for in reported purchases. A three-month closeout period is included in this contract in order to clarify any data reported.

• Qualitative Surveys

Three sets of surveys will be used to capture qualitative data from subcontractors, farmers and food pantries receiving produce from the program. This information will be collected at the end of the season for use in the F2FP initiative annual report. All forms must be completed by June 30 of each state fiscal year.

- Subcontractors must complete a qualitative survey.
- Subcontractors solicit responses to a qualitative Food Pantry survey from their food pantry distribution sites.

DATA REPORTING

• Subcontractors solicit responses to a qualitative Farmer survey from their contracted farmers.

• Mid-Season Progress Report

Subcontractors must complete a mid-season qualitative survey due by December 30 of each state fiscal year. This form helps to identify any issues occurring and best practices to highlight both in our monthly check in calls and the annual Farm to Food Pantry Report.

• Grower Appreciation Cards

F2FP initiative grower appreciation cards are available from WSDA. While these are a great way for food pantry clients to say thank you to farmers, it is also a way to collect qualitative data on what types of produce clients want to see at the pantry.

Once you receive the cards back from the food pantries you serve, please document the responses before sending them off to farmers! This can be as simple as taking a picture, scanning them, or as extensive as creating a list/spreadsheet of responses. These can be uploaded on the Google Drive or sent directly to HAH or WSDA. We would like all comments by June 30 of each state fiscal year.

2. Failure to submit required documentation

HAH may recapture unclaimed funds or terminate the Subcontract if Subcontractor does not submit documentation in a timely manner.

3. Required reports and schedule of submittals.

Unless otherwise expressly required by a provision the contract, contractor shall adhere to the following schedule for reporting:

DUE DATE	DOCUMENTATION NEEDED
Prior to release of funding	 Signed Subcontract DUNS # verification SAM registration verification Secretary of State registration verification
Within 10 days of Subcontract execution	As applicable: • Audit Requirement Form for Subcontractors (then every two years, nine months following the end of Subcontractor's fiscal year)

DATA REPORTING

	 Accounting System Verification Form (then every two years, nine months following the end of Subcontractor's fiscal year) Most recent Single Audit report (then annually, nine months following end of contractor's fiscal year) Financial Audit, if applicable and if contractor is conducting an annual audit.
Within 30 days of Subcontract Execution	 F2FP Distribution list Insurance certificates (and thereafter upon each renewal) Copies of grower contracts or intent to contract
December 30 of each state fiscal year	 Minimum matching funds (\$500) secured Mid-season Progress report: Qualitative survey Google Reporting Sheet Update
June 30 of each state fiscal year	 All data finalized Google Reporting Sheet All qualitative surveys: Subcontractor Food Pantry Farmer

Forms listed above are located on the <u>FA Forms and Publications</u> webpage.

ALLOWABLE ACTIVITIES AND EXPENSES

This policy applies to all organizations, tribes or public agencies that use F2FP initiative funds.

1. Allowed Administrative and Operational Expenses.

- Subcontractors may use ten percent of their total F2FP funding allocation for administrative and operational expenses. These administrative and operational expenses may only be provided on a reimbursement basis.
- HAH will send an intent to award letter which an estimated funding allocation to
 organizations, tribes or public agencies whose Farm to Food Pantry application was
 accepted. Applicants will need to confirm their intent to accept the funding and
 indicate how much administrative and operational expenses, not to exceed ten percent
 of their allocation.
- If the Subcontractor elects to utilize administrative and operational expenses, HAH will retain the amount for reimbursement to the Subcontractor throughout the contract period.
- To receive reimbursement for administrative and operational expenses, Subcontractors will need to submit an invoice to HAH by the 10th of each month following the month in which the expenditures occurred.
- Subcontractors must provide backup documentation for all administrative and operational expenses. Backup may include:
 - o An expanded general ledger
 - o Copies of payroll checks
 - Timesheets

2. Subcontractor shall not be reimbursed for unallowable expenses.

Funds awarded under the contract shall not be used for:

- Activities not related to the F2FP initiative.
- Administrative and operational expenses above the allowable ten percent of the contract.

3. Local Food Procurement.

A minimum of 90% of the total F2FP funding allocation, per state fiscal year, must be used for the procurement of local food purchases. Of the funding dedicated for local food purchases, the following restrictions apply

- A minimum of 70% per state fiscal year must only be used for the procurement of local produce (whole fruit, vegetables, herbs and plant starts.).
- A maximum of 30% per state fiscal year may be utilized for the purchase of local meat, eggs, dairy and grains.
- These items must follow the requirements and restrictions as outlined in the Washington State Retail Food Code (WAC 246-215). See below for an overview of regulations outside of produce purchases.

ALLOWABLE ACTIVITIES AND EXPENSES

Product Type	Regulation
Eggs	 Must purchase from a federal or state-regulated egg producers, not those for on-farm sales. Less than 3,000 birds – State egg handler/dealer license. More than 3,000 – Federal Eggs must be labeled as followed: The word "eggs" Bird that laid the egg Quantity Name and address of the egg producer; The statement: "Keep Refrigerated" Safe Handling Instructions Grade and size of the eggs (if determined)
Livestock	 All livestock (beef, pork, sheep and goat) given to a client must be slaughtered in a USDA inspected slaughter facility. The meat must be cut and wrapped at a USDA-inspected meat facility or a retail food establishment inspected by a local health jurisdiction for meat processing. At a minimum, the meat must be labeled with: Product name (goat, sheep, etc.) Processor's name and address Allergen information; The statement: "This product was prepared from inspected and passed meat. Some food products may contain bacteria that could cause illness if the product is mishandled or cooked improperly."
Poultry	Must purchase from a federal or state-regulated poultry producer. State Less than 20,000 birds Food processor licensed by WSDA to process poultry. Labeled with: Product name Processor name and address Allergen information The statement: Exempt - P.L. 90-492. Federal More than 20,000 birds USDA-regulated facility Labeled with "This product was prepared from inspected and passed poultry. Some food products may contain bacteria that could cause illness if the product is mishandled or cooked improperly."
Exotic Meat	 Defined here as Bison/ buffalo, alpaca and llamas. Must be slaughtered and processed in a facility licensed by WSDA for food processing. Must be labeled with: Product name Exotic meat identification Processor name and address Allergen information.
Dairy	 Must come from a dairy farm with a WSDA Milk Producers License Must be produced in a facility that has a WSDA Milk Processing Plant License. A WSDA-licensed Food Processor that buys milk from a farm to make cheese does not need a Milk Producer License. However, the farm they buy the milk from does need a Milk Producer License. No raw milk! – High Risk Product Unpasteurized aged (60 day min) cheeses allowed

ALLOWABLE ACTIVITIES AND EXPENSES

4. Accessing Local Food Procurement Funding

Subcontractors receive funding from HAH at the beginning of each state fiscal year. To access this funding, Subcontractors must submit the following to HAH's Farm to Community Program Manager:

- An executed F2FP Subcontract. A Subcontract is considered executed when both the Subcontractor and the Contractor (HAH) have signed.
- Copies of contracts and/or invoices between Subcontractor and local farmers and producers must be submitted to the Contractor within 30 days of execution/ issuance, but no later than June 30 of each state fiscal year.
- Submit an invoice to HAH for the amount of the Subcontractor's F2FP allocation (must match the total of farm contracts minus any matching funding).

Once Subcontracts are executed, HAH will issue a check to your organization, tribe or agency, not to exceed your allocated amount.

5. Restitution of Funds

- The Subcontractor may be required to make restitution for any funds not utilized to purchase local food within the period of performance outlined on the Subcontractor Face Sheet.
- If any prepaid farm contracts go unfulfilled within the period of performance outlined on the Subcontract Face Sheet, the Subcontractor must submit a plan to the Contractor that details how these funds will be recaptured. Both the Contractor and WSDA must approve plan prior to implementation.

SUBCONTRACTOR COMPLIANCE AND DISPUTES

This policy applies to all organizations, tribes or public agencies that use F2FP initiative funds.

1. HAH must provide a dispute process in writing to all subcontractors.

HAH shall provide a copy of the dispute process to all subcontractors within 45 days of the subcontract execution date.

When a dispute arises between the contractor and a subcontractor that cannot be resolved by direct negotiation, the subcontractor must follow the contractor's dispute process. The contractor dispute resolution process shall not include WSDA as the arbitrator. WSDA is available to review and provide feedback to contractors when they are dealing with a subcontractor dispute.

2. HAH may recapture and reallocate contract funds.

If Subcontractors fail to achieve 65 percent of their yearly performance goals (expenditures and activities) stated in the Subcontract by March 31, or the date designated by WSDA and HAH, then the WSDA may reduce funds available based on actual performance and negotiation between the HAH and the Subcontractor.

- HAH may reallocate funds from one of its subcontractors to another, with the WSDA's permission, if a subcontractor does not claim, or only partially spends, its portion of the allocated funds.
- HAH may recapture unclaimed funds or terminate the subcontract with subcontractors based on the same criteria.

3. Either party may terminate the contract.

Either party may terminate contract in whole or in part upon thirty 30 days written notice, regardless of whether termination is for cause or at will.

4. HAH may suspend or terminate Subcontractor funds.

- If HAH determines to terminate because of Subcontractor's failure to comply with the contract (termination for cause), HAH may provide notice and offer contractor the opportunity to correct the noncompliance. The notice will provide a time by which the contractor must return to compliance.
- If Subcontractor fails to correct the noncompliance within the time HAH allows, HAH may then immediately terminate the Subcontract.
- If HAH terminates the Subcontract for cause, contractor may request a dispute review.
- As an alternative to termination, HAH may suspend the Subcontract in whole or in part, effective upon Subcontractor's receipt of notice of suspension.

SUBCONTRACTOR COMPLIANCE AND DISPUTES

- If HAH suspends the Subcontract because of Subcontractor's failure to comply with the Subcontract, HAH may provide opportunity for Subcontractor to correct the noncompliance during the period of suspension.
- HAH will not pay any costs associated with suspended work from the time Subcontractor receives notice of suspension until the time Subcontractor receives notice from HAH to resume work.
- HAH may terminate Subcontract at any time during a period of suspension.
- Action to suspend or terminate funding will be taken if repeated communication with the Subcontractor's governing board fails to produce corrective action.
- HAH shall follow the process for suspension and termination as provided in the Subcontract.
- Subcontractor shall refund HAH for any misuse or loss of funds or food received by Subcontractor under the Subcontract, regardless of whether Subcontractor has further distributed the funds or food.

5. HAH may suspend or terminate Subcontractor's funds.

HAH may suspend or terminate funding to subcontractors according to the above criteria and their corrective action policy.

This policy applies to all organizations, tribes or public agencies that use F2FP initiative funds.

1. Farm to Food Pantry Seal - Subcontractors

In 2018, the F2FP seal was created using feedback from participating subcontractors and farmers. The purpose of creating this seal was to:

- Certify participation in the Farm to Food Pantry initiative
- Extend the program's reach and engagement
- Provide farmers with a tool to promote their participation
- Provide food pantries a tool to leverage additional donations

All subcontractors participating in the initiative can use the F2FP seal as long as they fill out the F2FP Seal Usage Agreement (AGR 2250) and are approved by WSDA. Please send all completed forms to WSDA either by email or mail at:

ngarden@agr.wa.gov WSDA – Food Assistance % Nichole Garden 1111 Washington St SE PO Box 42560 Olympia, WA 98504-2560

2. Farm to Food Pantry Seal - Partners

Aside from subcontractors, the following partners are allowed to utilize the seal with WSDA approval:

- Food pantries that receive produce from F2FP efforts
- Contracted farmers
- Community match donors

3. Promotional Materials

WSDA has created promotional materials for those eligible to utilize the seal. An approved Seal Usage Agreement must be on file in order to receive these materials. These materials include:

- F2FP seal laminated posters for subcontractors, food pantries, and donors
- Weather resistant F2FP seal placards for farmers to display at markets and farm stands
- F2FP Grower Appreciation cards
- F2FP seal magnets
- F2FP stickers

4. Photos

We love to see your pictures of produce received, farmer deliveries, gleaning, and food pantry clients! Please email us pictures of your activities. In order for us to use your photos to tell our story in outreach documents and the F2FP initiative annual report, we need photo release forms from anyone appearing identifiable in photos. HAH has a photo release form which will be available on the Subcontractor website.

F2FP RESOURCES

A list of various resources available to support you F2FP activities:

F2FP Forms and Publications

- WSDA F2FP webpage: https://agr.wa.gov/services/food-access/about-food-assistance/programs-and-services/farm-to-food-pantry-initiative
- HAH F2FP webpage: https://www.harvestagainsthunger.org/elementor-272/
- F2FP 2020 Infographic: https://cms.agr.wa.gov/WSDAKentico/Documents/Pubs/771-FarmToFoodPantryInfographic.pdf
- <u>F2FP 2020 Annual Report</u>: <u>https://cms.agr.wa.gov/WSDAKentico/Documents/Pubs/749-FarmToFoodPantryHAHAnnualReport.pdf</u>

Purchasing Resources

- <u>WA Farmer Finder</u> on the Eat Local First webpage:
- WSDA's Washington Grown Seasonality Produce Charts: Plan your produce purchases! These produce charts let you know when specific Washington grown produce is available.
 - Vegetables: <u>https://agr.wa.gov/AgInWA/docs/SeasonalityChartHUSSCVegetablefinal.pdf</u>
 - Fruit Legumes and Herbs: <u>https://agr.wa.gov/AgInWA/docs/SeasonalityChartFruitLegumeHerbsfinal.pdf</u>
- <u>USDA's SNAP-Ed Connection Seasonal Produce Guide:</u> Help educate and promote the increased produce coming into food pantries with SNAP-Ed recipes and nutrition information. https://snaped.fns.usda.gov/seasonal-produce-guide?utm_source=govdelivery&utm_medium=email&utm_campaign=LaunchSPG
- <u>Grower Roundtable Report:</u> <u>http://www.HAHresourceguide.org/Page/Growers-</u>Roundtable
- <u>Best Practices:</u> HAH's Produce Recovery Guide contains best practices from a number of local produce recovery projects: https://www.harvestagainsthunger.org/produce-recovery-guide/

Resources for Farmers

- 2019 Handbook for Small and Direct Marketing Farms (Green Book): https://agr.wa.gov/departments/business-and-marketing-support/small-farm/the-green-book
- A Farmer's Guide to the Enhanced Federal Tax Deduction for Food Donation: https://www.nrdc.org/sites/default/files/farmers-federal-tax-deduction-food-donation.pdf
- Bridging the GAPs Farm Guide: https://cms.agr.wa.gov/WSDAKentico/Imported/GAP 2018GapWebEnglish.pdf?/GAP 2018GapWebEnglish.pdf

Farm to Food Pantry

[Agency logo/letterhead]

Farmer contract

Agency Name Agency Address

Date

Farmer, Farm Name Farm Address

Dear Farmer at Farm Name,

Please accept this contract as a pre-harvest wholesale purchasing agreement with Agency Name ("Agency") for Farm to Food Pantry, in partnership with WA State Department of Agriculture and Harvest Against Hunger. Agency commits to purchase \$[___] worth of produce from Farmer ("Farmer") of Farm Name in the [year] growing season. All prices and estimates of pounds related to this contract have been mutually agreed upon and are specified below [or attached]. Total payment will be sent from Agency to Farm upfront by [payment method] within [timeframe]. If this contract is acceptable and you commit to providing this produce, please sign and return this contract.

Product	Estimated Product Availability	Unit Price	Weight	Total Price
		\$		\$

Pick-up Information

The logistical agent and receiver of your produce will be the Agency coordinator, Coordinator Name. Please direct any inquiry or correspondence to the coordinator by email at Coordinator Email or by phone at Coordinator Phone #. Alternate Coordinator Name (Alternate Coordinator Phone #) will serve as a back-up contact. Agency and Farm agree to consistent, clear communication.

[Agency/Farmer] will [pick-up/deliver] harvested produce at locations and a schedule agreed upon by both parties [Or elaborate on arrangements determined]. If the Agency wishes to change the schedule or volume of an order, Agency will notify Farm via [email/phone] within [timeframe] of the scheduled delivery, and the parties will negotiate an alternative plan.

Farm agrees to use clean packaging, specific to each product, as appropriate. [Feel free to include terms for how products are packaged or any other food safety/handling procedures.]

Product Condition

Produce must be in market-quality condition. Minor crop damage and blemishes are acceptable. If produce quality does not meet Agency expectations, Agency agrees to notify Farm within [timeframe] of delivery by [phone call/sending a photo of disputed produce/etc.], and a plan to remedy future deliveries will be discussed.

Contingencies

Agency acknowledges that weather and unforeseen circumstances may affect produce availability. If such an issue arises, and the terms of this contract must be amended,

Farmer agrees to:

- Provide at least [timeframe] notice prior to a scheduled delivery if an agreed upon level of product is unavailable.
- Find replacement products in the form of a substitution, if agreeable with Agency OR make up lost product later in the season, if possible.

Agency agrees to:

• Accept said product if the substitution is agreeable by both parties.

Record-Keeping

Coordinator

Both Agency and Farm agree to keep receipts to ensure the total agreed upon cost of produce is delivered. Agency Coordinator should have a record of the total cost, weight, and produce types of each delivery, including types and weight of any additional produce donated and any discounts given.

We are very excited to be able to support our local food economy in Farm to Food Pantry this year. Our

partnership with Farm Name is highly valued and greatly appreciated. Thank you for your participation in this program and do not hesitate to contact me with any questions.
Sincerely,

Farmer

Farm to Food Pantry

[Agency logo/letterhead]

Farmer contract

Agency Name Agency Address

Date

Farmer, Farm Name Farm Address

Dear Farmer at Farm Name,

Please accept this letter as a contract with Agency Name ("Agency") for Farm to Food Pantry, in partnership with WA State Department of Agriculture and Harvest Against Hunger. Agency commits to purchase \$[___] worth of produce from Farmer ("Farmer") of Farm Name over the course of the [year] growing season. All prices and estimates of pounds related to this contract have been mutually agreed upon and are specified below [or attached]. Total payment will be sent from Agency to Farm upfront by [payment method] within [timeframe]. If this contract is acceptable and you commit to providing this produce, please sign and return this contract.

Product	Unit Price	Weight	Total Price
Produce items chosen by Agency off weekly Fresh Sheets provided by Farm	Wholesale, per weekly Fresh Sheet	TBD	\$

Pick-up Information

The logistical agent and receiver of your produce will be the Agency coordinator, Coordinator Name. Please direct any inquiry or correspondence to the coordinator by email at Coordinator Email or by phone at Coordinator Phone #. Alternate Coordinator Name (Alternate Coordinator Phone #) will serve as a back-up contact. Agency and Farm agree to consistent, clear communication.

[Agency/Farmer] will [pick-up/deliver] harvested produce at locations and a schedule agreed upon by both parties [Or elaborate on arrangements determined]. If the Agency wishes to change the schedule or volume of an order, Agency will notify Farm via [email/phone] within [timeframe] of the scheduled delivery, and the parties will negotiate an alternative plan.

Farm agrees to use clean packaging, specific to each product, as appropriate. [Feel free to include terms for how products are packaged or any other food safety/handling procedures.]

Product Condition

Product must be in market-quality condition. Minor crop damage and blemishes are acceptable. If produce quality does not meet Agency expectations, Agency agrees to notify Farm within [timeframe] of delivery by [phone call/sending a photo of disputed produce/etc.], and a plan to remedy future deliveries will be discussed.

Contingencies

Agency acknowledges that weather and unforeseen circumstances may affect produce availability. If such an issue arises,

Farmer agrees to:

- Provide at least [timeframe] notice if an agreed upon level of product is unavailable for a delivery.
- Find replacement products in the form of a substitution, if agreeable with Agency OR make up lost product later in the season based on possible product delays.

Agency agrees to:

• Accept said product if the substitution is agreeable by both parties.

Record-Keeping

Both Agency and Farm agree to keep receipts on a regular basis to ensure the total agreed upon cost of produce is delivered. Agency Coordinator should have a record of the total cost, weight, and produce types of each delivery, including types and weight of any additional produce donated and any discounts given.

Agency and Farm will recognize Harvest Against Hunger and King Conservation District as the funding source on any publicity and outreach related to this contract's funding.

We are very excited to be able to support our local food economy in Farm to Food Pantry this year. Our

Coordinator	Farmer	
Sincerely,		
program and do not hesitate to contact me with	any questions.	

partnership with Farm Name is highly valued and greatly appreciated. Thank you for your participation in this

Farm to Food Pantry Program, Farmer Con- ORGANIZATION NAME ADDRESS ADDRESS	tract 	Inse Logo Her	0
DATE	i	Her	I
Farmer_A Farmer_A_Farms 100 Farm to Market Rd Farmington, WA 99101 UBI #:			
Dear Farmer_A at Farmer_A_Farms Please accept this letter as a contract to par (F2FP) program. ORGANIZATION NAME cor Farmer_A_Farms in the YEAR growing seaso contract have been mutually agreed upon a you commit to providing this produce in the	nmits to purchase \$_ n. All prices and esti nd are specified belo	worth of pro mates of pound w. If this contra	duce from Is related to this act is acceptable and
Product	Price	<u>Weight</u>	<u>Total Price</u>
Produce items chosen by grower	Per price sheet	TBD	\$500
Pick-up Information The Providence ORGANIZATION NAME will pick-up harvested product at locations agreed upon by both parties. The logistical agent and receiver of your produce will be the F2FP Program Coordinator, Coordinator_G. Please direct any inquiry or correspondence to the coordinator by email at EMAIL or by phone at XXX-XXXX-XXXX			
We are very excited to be able to continue to Farmer_A_Farms is highly valued and great program and do not hesitate to contact me	y appreciated. Thanl	•	•
Sincerely,			
F2FP Program Coordinator	 Grower		

Farm to Food Pantry Program, Farmer Con ORGANIZATION NAME ADDRESS	tract	I Inse		
ADDRESS DATE		l He		
Farmer_B Farmer_B_Farms ADDRESS ADDRESS UBI #:				
Dear Farmer_B at Farmer_B_Farms Please accept this letter as a contract to pa (F2FP) program. ORGANIZATION NAME con Farmer_A_Farms in the YEAR growing sease contract have been mutually agreed upon a you commit to providing this produce in the	mmits to purchase \$ on. All prices and es and are specified be	S worth of pr stimates of pour low. If this cont	oduce from nds related to this ract is acceptable and	
Product	Price	<u>Weight</u>	<u>Total Price</u>	
Sweet Corn	\$0.70/Lb	800 Lbs	\$560	
Pick-up Information ORGANIZATION NAME will pick-up harvested product at locations agreed upon by both parties. The logistical agent and receiver of your produce will be the F2FP Program Coordinator, Coordinator_G. Please direct any inquiry or correspondence to the coordinator by email at EMAIL or by phone at XXX-XXXX				
We are very excited to be able to continue Farmer_B_Farms is highly valued and great program and do not hesitate to contact me	ly appreciated. Tha	nk you for your	•	
Sincerely,				
F2FP Program Coordinator	 Grower			

Farm to Food Pantry Program, Farm ORGANIZATION NAME	er Contract	I I Insert	
ADDRESS			- 1
ADDRESS		l Logo	- 1
DATE		l Here	
Farmer_C Farmer_C_Farms 100 Farm to Market Rd Farmington, WA 99101 UBI #:			
Dear Farmer_C at Farmer_C_Farms Please accept this letter as a contract Pantry (F2FP) program. ORGANIZA Farmer_C_Farms in the YEAR growin contract have been mutually agreed you commit to providing this product	ATION NAME con g season. All price upon and are spec	nmits to purchase \$ wor s and estimates of pounds it sified below. If this contract	th of produce from the second second the second sec
Product	Price	Weight	Total
Floudet	FIICE	vveigitt	Price
Acorn Squash – Note: ORGANIZATION NAME volunteers will harvest	\$0.60/Lb	800 Lbs	\$480
40 1-household CSA shares	\$15 per share	Determined by Grower	\$600
Produce items chosen by grower	Per YEAR price	TBD	\$500
		Total:	\$1580
Pick-up Information The ORGANIZATION NAME will p parties. The logistical agent and rece Coordinator_G. Please direct any inc by phone at PHONE #.	eiver of your produ	ice will be the F2FP Progran	n Coordinator,
We are very excited to be able to cor Farmer_C_Farms is highly valued and program and do not hesitate to contact.	d greatly appreciat	ed. Thank you for your part	=

Insert
Logo
Here

Letter of Understanding

The purpose of ORGANIZATION NAME Farm to Food Pantry is to establish partnerships with Washington farmers to advance the organization's mission of eliminating hunger in Washington. Our goal is to acquire fresh, nutritious, locally grown food for needy Washington families and individuals at fair prices to supplement our food donation and salvage programs.

This Letter of Understanding between **ORGANIZATION NAME** and ______ states the parties' intentions regarding the 2021 growing season.

By signing this *Letter of Understanding*, ORGANIZATION NAME agrees to purchase the following products in quantities and at the unit prices indicated below. The farmer agrees in good faith to make this product available to ORGANIZATION NAME unless it is agreed that growing conditions made fulfillment too difficult. If the product cannot reasonably be provided at the quantities and prices below, it is further understood that neither ORGANIZATION NAME nor the farmer is under further obligation or due further compensation regarding this agreement. The farmer shall, as soon as reasonably known, give ORGANIZATION NAME notice of any anticipated inability to supply the product.

Product and purchase specifications: All products specified for purchase in this letter will be of "Good Quality" and may be subject to inspection and acceptance by ORGANIZATION NAME at the time of receipt; ORGANIZATION NAME shall not be obligated to purchase any product determined to not meet its standards.

Possible supplemental purchases – If the farmer desires to sell or donate product not specified in this letter, or quantities of specified product(s) in excess of what is agreed, the following provisions apply:

- ORGANIZATION NAME may choose to consider purchasing supplemental product. If it does, pricing, quality and quantity are open to negotiation. Prices above do not apply.
- Donations of food products are greatly appreciated.

Product Details for

Crop	Unit Price Per Lb.		

l'otal available for your farm for 2021:	
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*Invoices submitted beyond the total available amount of this letter will be considered a donation unless prior arrangements were made.

PANTRY PARTNERS

Pantry Name	Telephone	Pantry Allotn	nent	Distribution Days
Farmer/Grower Signature:			Date Signed:	
Printed Name:			UBI #:	
ORGANIZATION NAME Signature:			Date Signed:	
Printed Name:				