



**FOOD BANK FOR THE HEARTLAND
AGREEMENT FOR DISTRIBUTION AND UTILIZATION OF USDA (TEFAP) FOODS**

The Food Bank for the Heartland and _____ (Recipient Member Agency) agree as follows:

1. The Recipient Agency is a public or private nonprofit organization whose primary purpose is serving the needy by distribution of food for home use or the preparation of meals to be served in a congregate setting.
 - a. Organizations (emergency food pantries) that distribute food for home use must determine the household's eligibility by applying income standards that are set by the state of Nebraska.
 - b. Organizations (soup kitchens) that provide prepared meals are eligible to receive foods if they can demonstrate that they serve predominately needy persons.
2. Individual recipients shall not be required to make any payments in money, materials or services for or in connection with the receipt of USDA foods, nor shall voluntary contributions be solicited.
3. Certify that USDA foods will be used solely for the benefit of persons served in the program and shall not be transferred in exchange for money, other property or services.
4. Recipient agencies that distribute USDA foods to individual households (emergency pantries) will document eligibility by the Dept of Health and Human Service Self-declaration of Income Form (FDP-105 Revised 4-10) and keep those forms on file for three years.
5. Recipient Agencies that prepare congregate meals for the public (soup kitchens) may use the USDA foods for on-site meal preparation. These agencies are not required to obtain the Dept of Health and Human Service Self-declaration of Income Form (FDP-105 Revised 4-10).
6. Maintain records to document the receipt, issuance, disposal, transfer and inventory of all USDA commodities received. These records shall be retained by the Recipient Agency for three years from the close of the Federal fiscal year to which they pertain. Said records will be available for inspection by Federal, State and Food Bank personnel.
7. Understands that the USDA commodities being received from the Food Bank for the Heartland are Federal funds and the Recipient Agency is required to have a single professional audit if more than \$500,000 is expended. The Food Bank for the Heartland will provide the number of pounds distributed to the Recipient Agency each time. The pounds are to be valued at the dollar amount annually established by KPMG LLP for Feeding America. The value per pound for 2013 is \$1.72. It is the Recipient Agency's responsibility to determine if a single audit is needed for their organization.
8. Agree to indemnify and hold harmless the State of Nebraska, its departments, officers, agents, agencies and employees from any and all claims, demands, damages, costs, expenses, actions and causes of action arising out of any act or occurrence pertaining to the issuance and acceptance of the USDA food items.
9. This agreement does not entitle any Recipient Agency to a guaranteed minimum amount or specific types or quantities of foods.

10. Operate this project in a manner consistent with the Civil Rights Act of 1964, Title VI, which makes these products available to all persons regardless of race, color, national origin, age sex, or disability:
 “The program applicant 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 1974 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; 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 gives assurance that it will immediately take measures necessary to effectuate this agreement.”
11. The Food Bank for the Heartland may cancel this agreement immediately upon receipt of evidence that the terms and conditions thereof have not been fully complied with. This agreement may be terminated by either party with a 30 day written notice, as stated in Part 251.2(c) (2).
12. Pantries/soup kitchens may be added to, or deleted from the program by mutual written agreement of the parties in this agreement.
13. This agreement shall remain in effect nullified by the Food Bank for the Heartland or the Nebraska Dept of Health and Human Services.

I, the authorized representative of the Recipient Agency _____, hereby certify that I have carefully read and understand the text of this agreement and will abide by its terms and conditions.

 Signature and Title of Authorized Recipient Agency Representative

Date _____

Recipient Agency name and address: _____

 Signature and Title of Authorized Food Bank for the Heartland Representative

Date _____