



**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 Iowa.
 - 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 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. Improper distribution, use or damaged caused by agency fault or negligence could result in liability and/or termination of the USDA contract.
4. Recipient agencies that distribute USDA foods to individual households (emergency pantries) will document eligibility by the TEFAP Eligibility to Take Food Home form 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 TEFAP Eligibility to Take Food Home form.
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. 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 Iowa, 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. The ERA agrees to operate TEFAP in accordance with the requirements of Part 251 and, as applicable, Part 250 of CFR (Code of Federal Regulations) Title 7.
11. The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer."
12. All agency frontline staff or volunteers must complete civil rights training annually; training materials are available at www.FoodBankHeartland.org.
13. 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).
14. Pantries/soup kitchens may be added to, or deleted from the program by mutual written agreement of the parties in this agreement.
15. This agreement shall remain in effect unless nullified by the Food Bank for the Heartland or Iowa Department of 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 _____