



STATE OF ALABAMA
DEPARTMENT OF EDUCATION



Eric G. Mackey, Ed.D.
State Superintendent of Education

February 18, 2025

Mr. Michael Coleman, CEO
Heart of Alabama Food Bank
521 Trade Center Street
Montgomery, AL 36108

Dear Mr. Coleman:

Enclosed is a copy of the USDA Donated Foods Agreement for participation in The Emergency Food Assistance Program between Heart of Alabama Food Bank and the Alabama State Department of Education. The provisions of this agreement and its attachments have been updated to reflect current program requirements.

The enclosed attachments are:

- Attachment A – Alabama TEFAP Distribution Plan
- Attachment B – State Income Eligibility Criteria for Needy Families in Alabama
- Attachment C – ERA Sub-Outlets
- Attachment D – Storage Facilities
- Attachment E – Civil Rights Nondiscrimination Statement
- Attachment F – Sample of Notice and Referral Requirements for Beneficiaries Receiving USDA Foods from Religious Organizations
- Attachment G – Child Nutrition Programs Audit Certification

Please complete the copy of the agreement and all attachments and return to the state office by March 3, 2025. Additionally, please include a copy of your member agencies' names, addresses, contacts, and telephone numbers.

Also included in this packet is a blank TEFAP Recipient Agency Agreement to be used as your agreement with your member agencies as well as soup kitchens and food pantries, which allows them to receive USDA donated foods. The provisions of this agreement and its attachments have been updated to reflect current program requirements.

Lastly, a blank copy of a TEFAP client certification of eligibility form is provided along with the State Income Eligibility Criteria (Attachment B) listed above. Begin using this form to certify eligible households, immediately, as it has been updated to reflect all current program requirements. This form will be updated by this office on an annual basis for your use.

Should you need additional information, please contact me at the following address: Food Distribution Program, P.O. Box 302101, 5303 Gordon Persons Building, Montgomery, AL 36130-2101, telephone number (334) 694-4857, email FoodDist@alsde.edu.

Sincerely,

Angelice S. Lowe
Angelice Lowe, Director
Child Nutrition Programs

AL:TL:GC

Attachments

Alabama
State Board
of Education

Governor Kay Ivey
President

Jackie Zeigler
District I

Tracie West
District II

Kelly Mooney
District III

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Allen Long, M.D.
District VII

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District VIII

Eric G. Mackey, Ed.D.
Secretary and
Executive Officer

**USDA FOODS AGREEMENT
BETWEEN EMERGENCY FEEDING ORGANIZATION AND
THE ALABAMA STATE DEPARTMENT OF EDUCATION**

**THE EMERGENCY FOOD ASSISTANCE PROGRAM
FOOD BANK**

Heart of Alabama Food Bank

Name of Eligible Recipient Agency (ERA)

521 Trade Center St

Same

Street Address

Mailing Address

Montgomery

Alabama

36108

City

State

Zip Code

334.263.3784

(A/C) Telephone Number

VC000106858

STAARS Vendor Customer Code

Area to be served (city, county, etc.) Multiple Counties

Number of households expected to serve per month: 100000

The ERA is public ☐ private non-profit ☒

(For all non-governmental agencies, excluding church sponsored agencies, a copy of the letter from IRS indicating the tax-exempt status must be attached or provided to the State Office before the Agreement can be finalized).

Is the 501(C) (3) letter from IRS indicating the tax-exempt status attached? YES ☐ NO ☒

(FOR STATE USE ONLY): ATTACHED ON FILE IN STATE OFFICE YES ☐ NO ☐

Is the sponsor a governmental institution? YES ☐ NO ☒

Local health department approval (is) (is not) required for operation of the food distribution site(s). If local health department approval is required, then the ERA (does) (does not) have such approval.

In order to effectuate the purposes of implementing the Hunger Prevention Act (P.L. 100-435), the State Department of Education, hereinafter referred to as the "Distributing Agency," and The Eligible Recipient Agency, hereinafter referred to as the "Recipient Agency," whose name and address appear above agree as follows:

The Distributing Agency agrees to distribute to eligible Recipient Agencies in accordance with the Regulations set forth by the United States Department of Agriculture (USDA), 7 CFR, Parts 250 and 251, those USDA foods that are made available by the USDA as described in its **TEFAP Distribution Plan, Attachment A**.

A. The Recipient Agency agrees to:

- (a) Comply with all provisions of this Agreement and amendments thereto, Federal regulations 7 CFR, Parts 250 and 251, and any instructions, policies, or procedures issued in connection therewith.
- (b) Ensure compliance with all requirements relating to food safety and food recalls.
- (c) Receive, store, and distribute direct shipments of USDA foods as ordered for them by the Distributing Agency.

- (d) Select other recipient agencies, as defined in 7 CFR §250.2, to receive USDA foods for distribution to eligible persons, or for use in meals provided to eligible persons, in accordance with **State Eligibility Criteria, Attachment B**. Distributing Agency for TEFAP must enter into a written agreement with other recipient agencies prior to the distribution of USDA foods to them. The agreement must be considered permanent, with amendments to be made as necessary, except that agreements must specify that they may be terminated by either party upon 30 days written notice.
- (e) Maintain a list of all member (recipient) agencies who are eligible and have entered into a written agreement to receive and further distribute USDA foods and/or administrative funds. Ensure that the member (recipient) agencies also maintain a similar list of their agencies.
- (f) Specifically, the Recipient Agency agrees to conform to the following requirements:
1. **Safe storage and control.** Provide facilities for the handling, storage, control, and distribution of USDA foods that properly protect against theft, spoilage, damage, or other loss. Accordingly, such storage facilities must maintain USDA foods in sanitary conditions (free from rodent, bird, insect, and other animal infestation), at proper storage temperatures and humidity. Rotate stock utilizing product expiration date. Store USDA food off the floor and away from walls in a manner to allow for adequate ventilation. Take other protective measures as may be necessary. USDA foods shall not be sold, exchanged, or otherwise disposed of without the approval of the Distributing Agency. No individual should be charged for foods distributed. Complete and return with this signed agreement, **Attachment C, Storage Facilities**, giving a description of each storage facility where USDA foods will be stored.
 2. **Inventory management.** Stock and space foods in a manner so the USDA foods are labeled and readily distinguished from other foods and maintain separate inventory records of the USDA foods. Maintain accurate and complete signed records to document the receipt, disposal, and perpetual inventory of each USDA food item received, as instructed by the Distributing Agency, and require the same of other member (recipient) agencies. Notify the Distributing Agency of USDA food losses and take further actions with respect to such food losses, as directed by the distributing agency.
 3. **Inventory limitations.** Inventories of each category of USDA food may not exceed an amount needed for a six-month period, unless the Distributing Agency has obtained approval from FNS to maintain larger inventories.
 4. **Inventory protection.** Obtain insurance to protect the value of USDA foods at its storage facilities. Reasonable insurance premiums required under this part may be paid for with program administrative funds. The amount of insurance must be at least equal to such agency's average monthly value of month-end USDA food inventories in the previous fiscal year using the USDA purchase price (cost-per-pound) valuation. Any recipient agencies with which you have an agreement to store and distribute foods are required to have such insurance as well.
 5. **Distribution and control of USDA foods.** Distribute and provide food in accordance with the priority system set forth in the TEFAP Distribution Plan (see attachment A). Through member (recipient) agencies distribution of food to needy households may be done at their site(s), or the Recipient Agency may distribute through other organizations called sub-outlets/partner distribution organizations (PDOs) which, in turn, distribute to needy households through their own site(s). Sub-outlets may not be added without prior approval of the Distributing Agency. **Attachment D, ERA Sub-outlets**, must be provided as part of this Agreement for each sub-outlet.
 6. **Eligibility determinations.** Ensure that the organizations applying for participation in the program meets the definition of an eligible "recipient agency" and meet the following criteria:
 - (1) **Agencies distributing to households.** Organizations distributing USDA foods to households for home consumption must limit the distribution of USDA foods provided under this part to those households which meet the eligibility criteria established by the Distributing Agency (see attachment A).
 - (2) **Agencies providing prepared meals.** Organizations providing prepared meals must demonstrate, to the satisfaction of the recipient agency to which they have applied for the receipt of USDA foods or administrative funds, that they serve predominantly needy persons.

7. *Tax-exempt status.* The Recipient Agency and its member (recipient) agencies must comply with The Emergency Food Assistance Act of 1983 which requires that an eligible recipient agency must be “nonprofit” per 7 U.S.C. 7501(3) and does not appear on the Automatic Revocation of Tax-Exempt Status List (List), prior to approving new Food Pantries, Soup Kitchens or secondary congregate feeding sites for the distribution of USDA foods. TEFAP regulations at 7 CFR 251.5(a)(3) establish that Private organizations must:
- (a) Be currently operating another Federal program requiring tax-exempt status under the Internal Revenue Code (IRC), or
 - (b) possess documentation from the IRS recognizing tax-exempt status under the IRC, or
 - (c) if not in possession of such documentation, be automatically tax exempt as “organized or operated exclusively for religious purposes” under the IRC, or
 - (d) if not in possession of such documentation, but required to file an application under the IRC to obtain tax-exempt status, have made application for recognition of such status and be moving toward compliance with the requirements for recognition of tax-exempt status. If the IRS denies a participating organization’s application for recognition of tax-exempt status, the organization must immediately notify the food bank, which will terminate the organization’s agreement and participation immediately. If documentation of IRS recognition of tax-exempt status has not been obtained and forwarded to the food bank within 180 days of the effective date of the organization’s approval for participation in TEFAP, the food bank must terminate the organization’s participation until such time as recognition of tax-exempt status is actually obtained, except that the food bank may grant a single extension not to exceed 90 days if the organization can demonstrate, to the food bank’s satisfaction, that its inability to obtain tax-exempt status within the 180 day period is due to circumstances beyond its control. It is the responsibility of the organization to document that it has complied with all IRS requirements and has provided all information requested by IRS in a timely manner.

For Active Agencies: Should any recipient agency appear on the List, the Recipient Agency or its member (recipient) agencies must notify the organization in writing that it has 30 days to provide documentation that it has applied for reinstatement of tax-exempt status or it will be terminated from TEFAP. The organization then must forward documentation of IRS recognition of tax-exempt status to the Food Bank within 180 days of the above-mentioned notification. The Food Bank may grant one 90-day extension if the organization can demonstrate that its ability to obtain appropriate status during the initial period was due to circumstances beyond the its control.

Recipient Agencies shall periodically, but no less frequently than annually, review and maintain a copy on file of the IRS Automatic Revocation of Exemption List, to ensure that agencies contracted to distribute TEFAP products do not appear on the revocation listing. The listing can be found at [IRS Automatic Revocation of Exception List](#)

8. *Claims and restitution for USDA food losses.* Report promptly all instances of lost USDA foods to the Distributing Agency. Lost USDA foods are those which, for any reason, cannot be demonstrated by appropriate records or other satisfactory evidence to have been delivered to, or to be available in good condition for delivery to needy persons or households for whom they were donated by USDA. USDA foods may be lost through theft, damage, spoilage, infestation, improper distribution, sale or exchange, diversion to an improper use, or other similar causes. The Distributing Agency must identify, and seek restitution, from parties responsible for the loss, and implement corrective actions to prevent future losses.
9. *Monitoring/Annual Reviews.* Permit representatives of the Distributing Agency or the USDA to inspect USDA foods in storage, or the facilities used in the handling or storage of such USDA foods, and to review or audit all records, including financial records, at any reasonable time. The Distributing Agency will conduct annual reviews of at least 25% of the TEFAP sub-distributing agencies with which they have agreements, provided that each such agency must be reviewed no less frequently than once every four years; and conduct an annual review of one-tenth or 20, whichever is fewer, of all recipient agencies which receive USDA foods and/or administrative funds pursuant to an agreement with another recipient agency. Each review must encompass, as applicable, eligibility determinations, food ordering procedures, storage and warehousing practices, inventory controls, approval of distribution sites, reporting and recordkeeping requirements, and civil rights. If deficiencies are disclosed through the review, the Distributing agency must submit a report of

the review findings to the recipient agency and ensure that corrective action is taken to eliminate the deficiencies identified.

10. *Records of USDA Foods.* Maintain records to document the receipt, disposal, and inventory of USDA foods received under this part that they, in turn, distribute to eligible recipient agencies. Sign all receipts for program USDA foods received for the distribution to households or for use in preparing meals, and keep copies of all such receipts.
11. *Records of Administrative funds.* Maintain financial records and document the amount of funds received for allowable administrative costs incurred for the operation of TEFAP.
12. *Household information.* Collect and maintain on record for each household receiving TEFAP USDA foods for home consumption, the name of the household member receiving the foods, the address of the household (optional, not required), the number of persons in the household, and the basis for determining that the household is eligible to received USDA foods for home consumption. Alabama is a self-declare state; therefore, a household member may only attest by signing a Self-Declaration Form that their income falls below guidelines established by the ALSDE (see attachment B), **proof of income is not required under this condition**.
13. *Records retention.* Retain all records for a period of three (3) years from the close of the Federal Fiscal Year (October 1 through September 30) to which they pertain, or if applicable, they must be retained beyond that period until any audit exceptions are resolved.
14. *Reports including reports of excessive inventory.* Submit all reports required by the Distributing Agency and to cooperate to the extent necessary to sustain an effective food distribution program. Failure to file timely reports may be a basis for cancellation of this Agreement.
15. *Civil Rights Non-Discrimination Statement.* Display in a prominent place in appropriate offices and food distribution areas, the USDA Title VI Non-Discrimination poster " ...And Justice for All" as well as incorporate the **Civil Rights Non-Discrimination Statement**, in accordance with **Attachment E**, into all materials, handouts, pamphlets and other sources, including websites related to TEFAP.
16. *Notice and Referral Requirements for Beneficiaries Receiving USDA Foods from Religious Organizations.* Ensure that our member (recipient agencies) who fall under the categories of Faith-Based or Religious Organizations display in a prominent place visible to all TEFAP recipients and prospective recipients upon entrance into the distribution site a notice of the right to be referred to an alternate provider when available, in accordance with 7 CFR Part 16.4(f.) in the manner prescribed by Policy Memorandum FD-138. A sample poster for posting written notice of beneficiary protections, **Attachment F**, is included with this agreement.
17. *Limitation on unrelated activities.*
 - (1) Activities unrelated to the distribution of TEFAP foods or meal service may be conducted at distribution sites as long as:
 - (a) The person(s) conducting the activity makes clear that the activity is not part of TEFAP and is not endorsed by USDA (impermissible activities include information not related to TEFAP placed in or printed on bags, boxes, or other containers in which USDA foods are distributed). Recipes or information about USDA foods, dates of future distributions, hours of operations, or other Federal, State, or local government programs or services for the needy may be distributed without a clarification that the information is not endorsed by USDA.
 - (b) The person(s) conducting the activity makes clear that cooperation is not a condition of the receipt of TEFAP foods for home consumption or prepared meals containing TEFAP foods (cooperation includes contributing money, signing petitions, or conversing with the person(s)); and
 - (c) The activity is not conducted in a manner that disrupts the distribution of TEFAP USDA foods or meal
18. *Assurances:* Strictly adhere to FNS 113-1 and all applicable Federal and State laws and implementing regulations as they currently exist and may hereafter be amended. This includes protection of the confidentiality of all applicant/recipient records, papers, documents, tapes and any other materials that have

been or may hereafter be established which relate to this Agreement. Acknowledges that the following laws are included:

- 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.);
- 28 CFR Part 50. 3 and 42;
- 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.

Other Conditions:

1. It is understood and agreed upon that the federal regulations of the United States Department of Agriculture, relating to the Food and Nutrition Services, 7 CFR Part 250 and 251, are made a part of this Agreement and that the Distributing Agency and Recipient Agency are to abide by all of the conditions and terms set forth in the Regulations.
2. This agreement is permanent pursuant to 7 CFR 250; however, it may be amended as necessary by the Distributing Agency or at the request of the United States Department of Agriculture.
3. This agreement may be terminated for cause by either party giving 30 days written to the other. Upon any termination, the Recipient Agency agrees to comply with the Distributing Agency instructions in regard to the disposition of any USDA Foods remaining in their possession or control.
4. The Recipient Agency must update all pertinent information annually. Any changes during the year should be reported to the distributing agency as soon as possible to ensure the accuracy of the records.
5. The Recipient Agency shall allow representatives of the Distributing Agency and/or USDA to inspect any inventory USDA foods in their possession and to review all records including financial records and reports pertaining to the distribution of USDA foods, and to review or audit the procedures and methods used in carrying out the audit requirements at any reasonable time with or without the benefit of prior notification.

All agencies receiving \$750,000 or more in federal financial assistance per fiscal year shall have an audit made by an independent auditor that complies with the audit requirements established by 2 CFR 200. For this purpose, the term independent auditor means a state or local government auditor who meets the independence standards specified in generally accepted government auditing standards; or, certified public accountant who meets such standards. **Attachment G, Child Nutrition Programs Audit Certification.**

6. TEFAP payments are made in accordance with 7 CFR 251.8 and 2 CFR 200. Payment to food bank is made from available funds encumbered and shared across multiple food banks. The Distributing Agency will pass-through no less than 40 percent of the Federal Emergency Food Assistance Program administrative funds allocated to the State agency as either reimbursement or advance payment for allowable administrative costs incurred in accordance with paragraph (e)(1) of section 251.8 of 7 CFR. Claims for reimbursement will be submitted to the Distributing Agency annually in a format determined by the Distributing Agency.
7. All Attachments (A-G) shall become a part of this Agreement and must be completed and accompany the signed Agreement.
8. **Alabama Immigration Law Compliance Contract:** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an

employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the Form I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, the contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the contractor's hiring practices to execute an affidavit to this effect on the form supplied by the ALSDE and return the same to the ALSDE. The contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the ALSDE may require to confirm contractor's enrollment in the E-Verify Program. The contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If contractor receives *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the ALSDE and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. The contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If the contractor violates any term of this provision, this agreement will be subject to immediate termination by the ALSDE. To the fullest extent permitted by law, the contractor shall defend, indemnify, and hold harmless the ALSDE from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to contractor's failure to fulfill its obligations contained in this paragraph.

ELIGIBLE RECIPIENT AGENCY:

STATE DEPARTMENT OF EDUCATION

Michael Coleman
Signature

Angelice S. Lowe
Angelice Lowe, Director
Child Nutrition Programs

CEO
Title

February 21, 2025
Date

ATTACHMENTS:

- Attachment A - TEFAP Distribution Plan
- Attachment B - State Eligibility Criteria
- Attachment C - ERA Sub-Outlets
- Attachment D - Storage Facilities
- Attachment E - Civil Rights Nondiscrimination Statement
- Attachment F - Sample of Notice and Referral Requirements for Beneficiaries Receiving USDA Foods from Religious Organizations
- Attachment G - Child Nutrition Programs Audit Certification



**Alabama State Department of Education
State Plan
The Emergency Food Assistance Program**



The Alabama State Department of Education (ALSDE), in its capacity as administering agency for The Emergency Food Assistance Program (TEFAP) will implement the procedures herein described effective immediately and will be submitted to the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) for approval. Once submitted and approved, the State Plan is considered permanent, with amendments submitted at the State agency's initiative, or at FNS's request. All amendments are subject to FNS approval.

The terms "eligible recipient agency (ERA)" and "distribution site" shall have the meaning ascribed by the 7 CFR, Part 251.

I. General Information:

The Food Distribution (FD) Program staff is composed of five full-time personnel. TEFAP is a part-time responsibility for four of these personnel. The administrator allocates 15% of his/her time, one surplus commodity administrator allocates 50% of his/her time, two accountants allocate 50% of their time, and the secretary allocates 15% of his/her time for TEFAP.

The state encourages the ERAs to provide newsletters or information flyers outlining the benefits and responsibilities of participation in TEFAP to its non-participating agencies. ERAs are also asked to recruit new members through word of mouth and local community awareness efforts.

The state will work with all ERAs to explore the distribution of TEFAP in rural, remote, and tribal areas within their service regions.

TEFAP will be administered by the ALSDE FD Program section, which is the distributing agency for USDA Foods. The mailing address is 5303 Gordon Persons Building, P. O. Box 302101, Montgomery, AL 36130-2101; the street address is 50 North Ripley Street, Montgomery, AL 36104; the telephone number is (334) 694-4857; the fax number is (334) 694-4955; and the contact is Angelice Lowe, whose email address is alowe@alsde.edu.

II. Distribution System - Food Bank:

ALSDE FD will allocate USDA Foods to four main ERAs (Food Banks), which will receive direct shipments from the USDA. The food banks' allocation percentages will be determined by the number of people determined to be in poverty in their respective service areas according to the poverty information from the 2010 census or more current governmental poverty guideline information as it becomes available. These four food banks are the only ERAs for TEFAP with whom ALSDE will enter into USDA Foods agreements. In order to determine what available USDA Foods works best for each food bank distribution system, the ALSDE FD staff will garner the food bank's program coordinator's interest through several communication methods (i.e., email, survey, and/or poll), whichever deems most appropriate at the time. This process will occur once or twice each calendar year as well as each time there is a bonus offering of TEFAP foods.

Allocation System:

The soup kitchens and the food pantries as well as smaller food banks will all pull USDA Foods from the four main food banks identified in section IV. Each of these sub-agencies must enter into a USDA Foods agreement with one of the four main food banks that receive direct delivery shipments from the USDA.

The soup kitchens and food pantries are required to pay a shared maintenance fee to the food bank on USDA Foods pulled from that food bank.

These ERAs will be allocated and shall accept only the amount of USDA Foods that can be used without waste as well as to prevent excess inventory of 6 months or more.

There is no state-mandated distribution rate of TEFAP USDA Foods per household. Each ERA is responsible for determining the quantity and types of TEFAP USDA Foods and other donated foods issued to a household. Among the factors that may be considered are (1) the amount of food available on inventory, (2) number of persons in the household, (3) number of clients served by the ERA, (4) frequency of distribution, etc. Households will be permitted to refuse any part of an allotment that they do not intend to use.

Records will be maintained by these ERAs for the required period (three years plus current from the close of the Federal Fiscal Year to which they pertain or longer if related to an audit or investigation in progress) and will be examined by the state during the agency review.

Eligibility Criteria:

The state eligibility criteria for the receipt of USDA food by the households are as follows:

1. Proof of eligibility to receive Supplemental Nutritional Assistance Program (SNAP) (Formerly Food Stamps), or
2. Proof of eligibility to receive Temporary Assistance for Needy Families (TANF) (Formerly AFDC), or
3. Proof of eligibility to receive Supplemental Security Income (SSI), or
4. Self-Declaration Statement attesting that total household income falls at 185% of the poverty Guideline Index.

Examples of documents that are acceptable for proving eligibility for a means-tested assistance program (eligibility criteria under #1 - #3 above)-are a program identification card, an award letter of official benefits statement from the administering agency of the application program, or a benefits check. In the case of SNAP eligibility, an authorization-to-participate (ATP) card or voucher is also sufficient proof.

If the household member does not have such documents with him/her at the time of application, or the household does not participate in any of the above mentioned programs among the state's eligibility criteria, the ERA will be required to provide him/her with an application form that includes a self-declaration statement to sign, attesting that the total amount of household income is 185% the current income poverty guidelines (eligibility criteria, under #4 above}, using the income poverty guidelines provided annually by the USDA.

Applicants shall reside in a county served by the ERAs to which the request for benefits is made. Applicants can voluntarily provide an address at the time of application, but it is not required. The applicants will be required to provide a self-declaration of residency.

The state eligibility criteria, as described above, will be specified in the program agreement between the ERA and the ALSDE.

Complaints:

The SDA shall be responsible for ensuring that all complaints regarding the emergency food assistance program are resolved appropriately. The following steps shall be taken:

1. Upon receipt of any complaint regarding TEFAP, the ERAs shall document the date the complaint was received, the participant's name, address, and the nature of the complaint.
2. The ERAs shall forward a copy of the complaint to the SDA immediately for a follow-up investigation.
3. The SDA staff assigned to TEFAP shall initiate contact with the participant to determine the validity and seriousness of the complaint.
4. If the complaint is not of a serious nature, the SDA shall work with the ERA and participant to resolve the complaint.
5. Any complaints deemed to be of a serious nature shall be forwarded to the USDA - FNS, Southeast Regional Office within ten (10) days for further investigation and a final disposition.
6. Throughout this process the applicant and/or participant information must be kept confidential by all parties involved.

III. **Financial Management:**

The ALSDE agrees to distribute to the ERAs in accordance with 7 CFR, Parts 250 and 251, and regulations set forth by the USDA, those USDA Foods that are made available from the USDA. The ALSDE will disburse a minimum of 40% of TEFAP administrative grant money to reimburse the ERAs for the payment of actual storage/distribution costs or any other allowable administrative costs, which the agency may incur. The remainder of the administrative grant not used for state or recipient agency administrative purposes will be used for additional food purchases.

State Matching Requirements:

As required by PL 99-198, TEFAP administrative funds spent for state-level expenses annually will be matched, dollar for dollar with state funds.

IV. **Monitoring and Review:**

A. Personnel Staffing:

Responsibility for monitoring the ERAs lies with the Child Nutrition Programs (CNP) of the ALSDE. CNP personnel will be utilized to accomplish on-site program reviews. Staff coordination and correspondence with the ERAs, as well as reviewer training, will be the responsibility of CNP.

B. Eligible Recipient Agency Reviews:

At least 25 percent of the four food banks with whom the state has USDA Foods agreements will be reviewed annually. These food banks are listed below:

Heart of Alabama Food Bank

521 Trade Center Street
Montgomery, AL 36108-2107
(334) 263-3784
(800) 768-3784 Toll Free
(334) 262-6854 FAX

Community Food Bank of Central Alabama

107 Walter Davis Drive
Birmingham, AL 35209
(205) 942-8911
(205) 942-8838 FAX

Food Bank of North Alabama

Mailing Address: P.O. Box 18607
Huntsville, AL 35804
Physical Address: 225 Finney Drive
Huntsville, AL 35788
(256) 539-2256
(256) 539-1437 FAX

Feeding the Gulf Coast

5248 Mobile South Street
Theodore, AL 36582
(251) 653-1617
{888} 704-3663 Toll Free
{251} 653-4208 FAX

The state will also annually review the lesser of one-tenth or twenty of all the ERAs that have commodity agreements with the four main food banks listed above.

C. Corrective Action Procedures:

At the completion of each emergency feeding organization review or site review, an exit conference will be held with the ERA director, assistant director, and/or TEFAP coordinator. A confirming letter will be sent to the ERA outlining the following: (1) A description of deficiencies found (as well as program strengths) and factors contributing to each; (2) specific recommendations for corrective action, and (3) the timetable for corrective action. The ERA will be required to respond in writing within a given time period, describing corrective action that has been taken. If necessary, follow-up reviews will be scheduled in order to close the review.

V. Reporting:

ERA List Reporting:

Starting in December 2024, the state agency will provide the FNS with a comprehensive list of all the ERAs. This list will include ERAs with direct agreements with the state agency, as well as ERAs with agreements with other ERAs, along with statewide income and residency eligibility criteria.

1. The state agency is required to publicly post an annual list of all ERAs, including the name, address, and telephone number of each ERA.
2. The state agency will also report its statewide eligibility criteria to FNS on an annual basis. These criteria must be made publicly available and updated annually.

Additionally, ERAs are required to report the total number of individuals served by each TEFAP distribution site for home consumption on a monthly basis to the state agency. The state agency will then report this data to FNS on a quarterly basis.

ALABAMA STATE DEPARTMENT OF EDUCATION

FOOD AND NUTRITION SERVICE

Angelice S. Lowe
Angelice Lowe
Child Nutrition Programs Director

December 10, 2024
Date

January 6, 2025
Signature Date

[Signature] Jr. 12-11-24
intendent
nance
Date

Approved by SERO via Email
Title

Eric G. Mackey
Eric G. Mackey
State Superintendent of Education
12/12/2024
Date

INCOME ELIGIBILITY CRITERIA FOR NEEDY FAMILIES RESIDING IN ALABAMA:

The State eligibility criteria for the receipt of USDA foods by households are as follows:

1. Proof of eligibility for the Supplemental Nutritional Assistance Program (SNAP) (Formerly Food Stamps) *or*
2. Proof of eligibility to receive Temporary Assistance for Needy Families (TANF) (Formerly AFDC) *or*
3. Proof of eligibility to receive Supplemental Security Income (SSI), *or*
4. Signed a self-declaration statement attesting that the household income falls below 130% of the poverty level income.

EFFECTIVE JULY 1, 2024 – JUNE 30, 2025
INCOME ELIGIBILITY SCALE
HOUSEHOLD ELIGIBILITY FOR USDA FOODS
(185% of Federal Poverty Guidelines)

HOUSEHOLD SIZE	PER YEAR	PER MONTH	PER WEEK
1	\$ 27,861	\$ 2,322	\$ 536
2	37,814	3,152	728
3	47,767	3,981	919
4	57,720	4,810	1,110
5	67,673	5,640	1,302
6	77,626	6,469	1,493
7	87,579	7,299	1,685
8	97,532	8,128	1,876

FOR EACH ADD'L FAMILY MEMBER ADD	+ \$9,953	+ \$830	+ \$192
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ERA SUB-OUTLET

(The Recipient Agency must maintain at their agency a list of Distribution Sites for each ERA Sub-Outlet)

NAME OF SUB-OUTLET: _____

STREET ADDRESS: _____

CITY & ZIP CODE: _____

TELEPHONE NUMBER (IF AVAILABLE) _____

NAME OF SUB-OUTLET: _____

STREET ADDRESS: _____

CITY & ZIP CODE: _____

TELEPHONE NUMBER (IF AVAILABLE) _____

NAME OF SUB-OUTLET: _____

STREET ADDRESS: _____

CITY & ZIP CODE: _____

TELEPHONE NUMBER (IF AVAILABLE) _____

NAME OF SUB-OUTLET: _____

STREET ADDRESS: _____

CITY & ZIP CODE: _____

TELEPHONE NUMBER (IF AVAILABLE) _____

USE ADDITIONAL SHEETS IF NECESSARY

ATTACHMENT C

STORAGE FACILITIES

ADDRESS: _____

SIZE OF DRY STORAGE AREA: _____

SIZE OF REFRIGERATED AREA: _____

SIZE OF FREEZER AREA: _____

ADDRESS: _____

SIZE OF DRY STORAGE AREA: _____

SIZE OF REFRIGERATED AREA: _____

SIZE OF FREEZER AREA: _____

ADDRESS: _____

SIZE OF DRY STORAGE AREA: _____

SIZE OF REFRIGERATED AREA: _____

SIZE OF FREEZER AREA: _____

ADDRESS: _____

SIZE OF DRY STORAGE AREA: _____

SIZE OF REFRIGERATED AREA: _____

SIZE OF FREEZER AREA: _____

USE ADDITIONAL SHEETS IF NECESSARY

ATTACHMENT D



USDA Nondiscrimination Statement

For all other FNS nutrition assistance programs, State or local agencies, and their subrecipients, must post the following Nondiscrimination Statement:

In accordance with federal civil rights law and 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: [USDA Program Discrimination Complaint Form](#), 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, DC 20250-9410
2. **fax:**
(833) 256-1665 or (202) 690-7442
3. **email:**
Program.Intake@usda.gov

This institution is an equal opportunity provider.

**The Emergency Food Assistance Program (TEFAP) and
Commodity Supplemental Food Program (CSFP) –
Beneficiary Referral Request**

Name of Organization:

Contact information for program staff (name, phone number, and email address, if appropriate):

If you object to receiving services from us based on the religious character of our organization, please complete this form and return it to the program contact identified above. Your use of this form is voluntary.

If you object to the religious character of our organization, we must make reasonable efforts to identify and refer you to an alternate provider to which you have no objection. We cannot guarantee, however, that in every instance, an alternate provider will be available.

() Please check if you want to be referred to another service provider.

Please provide the following information:

Your name:

Best way to reach you (phone/address/email):

FOR STAFF USE ONLY

1. Date of objection: __/__/__

2. Referral (check one):

() Individual was referred to (name of alternate provider and contact information):

() Individual was given State agency-provided referral information (i.e. a website, hotline, or list of other service providers funded by the State agency)

() Individual left without a referral

() No alternate service provider is available—summarize below what efforts you made to identify an alternate provider (including reaching out to State agency or local or eligible recipient agency):

FOOD DISTRIBUTION AUDIT CERTIFICATION

SPONSOR: Heart of Alabama Food Bank

SPONSOR TYPE: Non-Profit ☒ Governmental ☐ Military ☐ BOE ☐ Title XX ☐
Other ☐ Part of State Agency? ☐

Agency fiscal period: ☐ October 1 – September 30 ☐ January 1 – December 31
☒ July 1 – June 30 ☐ Other ☐

If a non-profit or governmental organization, complete the following:

☒ We expended less than \$1,000,000 in total federal financial assistance during the most recently completed fiscal year.

☐ We expended \$1,000,000 or more in total federal financial assistance during the most recently completed fiscal year. If so, complete the following:

☐ We expended only FD funds.

☐ We expended federal funds from more than one program.

Michael Coleman
Signed

February 21, 2025
Date

The audit requirements for sponsors of the USDA Child Nutrition Programs are set forth by the Office of Management and Budget (OMB) Guidance for Federal Financial Assistance in 2 C.F.R Part 200 formally known as OMB Circular A-133 in the USDA regulations. Sponsors must meet the audit requirements in order to participate in the programs.

- If the sponsor is a governmental or non-profit entity and expends \$1,00,000 or more in federal awards during its fiscal year period and receives funding from more than one type of federal program – sponsor must submit an organization-wide Single Audit formally known as A-133 audit. If the sponsor expends \$1,000,000 or more and only has one federal program – sponsor may submit a program specific audit. The audits are due within 30 days after issuance or no later than 9 months after the end of sponsor's fiscal year.
- The sponsor must submit the required audit within the time frames. The audit regulations do not permit an extension of time beyond the 9-month period.
- The SDE audit staff will review the audit for compliance with applicable audit standards. If the audit report is deficient, SDE will notify the sponsor of corrections needed. The audit report must meet standards within the 9-month due date.
- If the audit report reflects findings and/or questioned costs, then the sponsor should submit written corrective actions along with the audit report. If not submitted, SDE will contact the sponsor to respond within 30 days. SDE will work with the sponsor to resolve any findings pertaining directly or indirectly to CNP.
- When the audit report is considered acceptable and resolved, SDE will notify sponsor in writing that the audit file is closed.

**USDA FOODS AGREEMENT
BETWEEN ELIGIBLE RECIPIENT AGENCY AND
THE ALABAMA STATE DEPARTMENT OF EDUCATION
CONTRACTED FOOD BANK**

**THE EMERGENCY FOOD ASSISTANCE PROGRAM
RECIPIENT AGENCY**

Name of Eligible Recipient Agency (ERA)

Street Address

Mailing Address

City Alabama State Zip Code

(A/C) Telephone Number

Area to be served (city, county, etc.) _____

Number of households expected to serve per month: _____

The ERA is public ☐ private non-profit ☐

The ERA is an agency distributing to households (Food Bank/Pantry) YES ☐ NO ☐

The ERA is an agency providing prepared meals (Soup Kitchen) YES ☐ NO ☐

(For all non-governmental agencies, excluding church sponsored agencies, a copy of the letter from IRS indicating the tax-exempt status must be attached or provided to the Food Bank before the Agreement can be finalized).

Is the 501(C) (3) letter from IRS indicating the tax-exempt status attached? YES ☐ NO ☐

Local health department approval (is) (is not) required for operation of the food distribution site(s). If local health department approval is required, then the ERA (does) (does not) have such approval.

In order to effectuate the purposes of implementing the Hunger Prevention Act (P.L. 100-435), the Alabama State Department of Education (ALSDE) contracted Food Bank, hereinafter referred to as the "Food Bank," and The Eligible Recipient Agency, hereinafter referred to as the "Recipient Agency," whose name and address appear above agree as follows: -

The Food Bank agrees to distribute to eligible Recipient Agencies in accordance with the Regulations set forth by the United States Department of Agriculture (USDA), 7 CFR, Parts 250 and 251, those USDA foods that are made available by the USDA and as described in the ALSDE **TEFAP Distribution Plan, Attachment A**.

A. The Recipient Agency agrees to:

- (a) Comply with all provisions of this Agreement and amendments thereto, Federal regulations 7 CFR, Parts 250 and 251, and any instructions, policies, or procedures issued in connection therewith.
- (b) Ensure compliance with all requirements relating to food safety and food recalls.
- (c) Receive, store, and distribute USDA foods as ordered.

- (d) If applicable: select other recipient agencies, as defined in 7 CFR §250.2, to receive USDA foods for distribution to eligible persons, or for use in meals provided to eligible persons, in accordance with **State Eligibility Criteria, Attachment B**. Food Banks for TEFAP must enter into a written agreement with other recipient agencies prior to the distribution of USDA foods to them. The agreement must be considered permanent, with amendments to be made as necessary, except that agreements must specify that they may be terminated by either party upon 30 days written notice.
- (e) If applicable: Maintain a list of all member (recipient) agencies who are eligible and have entered into a written agreement to receive and further distribute USDA foods and/or administrative funds. Ensure that the member (recipient) agencies also maintains similar list of their agencies.
- (f) Specifically, the Recipient Agency agrees to conform to the following requirements:
1. *Safe storage and control.* Provide facilities for the handling, storage, control and distribution of USDA foods that properly protect against theft, spoilage, damage, or other loss. Accordingly, such storage facilities must maintain USDA foods in sanitary conditions (free from rodent, bird, insect, another animal infestation), at proper storage temperatures and humidity. Rotate stock utilizing product expiration date. Store USDA food off the floor and away from walls in a manner to allow for adequate ventilation. Take other protective measures as may be necessary. USDA foods shall not be sold, exchanged, or otherwise disposed of without the approval of ALSDE. No individual should be charged for foods distributed. If applicable, complete and return with this signed agreement, **Attachment C, Storage Facilities**, giving a description of each storage facility where USDA foods will be stored.
 2. *Inventory management.* Stock and space foods in a manner so the USDA foods are labeled and readily distinguished from other foods and maintain separate inventory records of the USDA foods. Maintain accurate and complete signed records to document the receipt, disposal, and perpetual inventory of each USDA food item received, as instructed by ALSDE. Notify the Food Bank of USDA food losses and take further actions with respect to such food losses, as directed by ALSDE.
 3. *Inventory limitations.* Inventories of each category of USDA food may not exceed an amount needed for a six-month period, unless the food bank has obtained approval from ALSDE to maintain larger inventories.
 4. *Inventory protection.* Obtain insurance to protect the value of USDA foods at its storage facilities. Reasonable insurance premiums required under this part may be paid for with program administrative funds. The amount of insurance must be at least equal to such agency's average monthly value of month-end USDA food inventories in the previous fiscal year using the USDA purchase price (cost-per-pound) valuation.
 5. *Distribution and control of USDA foods.* Distribute and provide food in accordance with the priority system set forth in the TEFAP Distribution Plan (see attachment A). Through member (recipient) agencies distribution of food to needy households may be done at their site(s), or the Recipient Agency may distribute through other organizations called sub-outlets/partner distribution organizations (PDOs) which, in turn, distribute to needy households through their own site(s). Sub-outlets may not be added without prior approval of the ALSDE. If applicable, **an Attachment D, ERA Sub-outlets**, must be provided as part of this Agreement for each sub-outlet.
 6. *Eligibility determinations.* Ensure that the organizations applying for participation in the program meets the definition of an eligible "recipient agency" and meet the following criteria:
 - (1) *Agencies distributing to households.* Organizations distributing USDA foods to households for home consumption must limit the distribution of USDA foods provided under this part to those households which meet the eligibility criteria established by the ALSDE (see attachment 8).
 - (2) *Agencies providing prepared meals.* Organizations providing prepared meals must demonstrate, to the satisfaction of the food bank to which they have applied for the receipt of USDA foods or administrative funds, that they serve predominantly needy persons.
 7. *Tax-exempt status.* The food bank and its member (recipient) agencies must comply with The Emergency Food Assistance Act of 1983 which requires that an eligible recipient agency must be "nonprofit" per 7 U.S.C. 7501(3) and does not appear on the Automatic Revocation of Tax-Exempt Status List (List), prior to approving

new Food Pantries, Soup Kitchens or secondary congregate feeding sites for the distribution of USDA foods. TEFAP regulations at 7 CFR 251.5(a)(3) establish that Private organizations must:

- (a) Be currently operating another Federal program requiring tax-exempt status under the Internal Revenue Code (IRC), or
- (b) possess documentation from the IRS recognizing tax-exempt status under the IRC, or
- (c) if not in possession of such documentation, be automatically tax exempt as "organized or operated exclusively for religious purposes" under the IRC, or
- (d) if not in possession of such documentation, but required to file an application under the IRC to obtain tax-exempt status, have made application for recognition of such status and be moving toward compliance with the requirements for recognition of tax-exempt status. If the IRS denies a participating organization's application for recognition of tax-exempt status, the organization must immediately notify the food bank, which will terminate the organization's agreement and participation immediately. If documentation of IRS recognition of tax-exempt status has not been obtained and forwarded to the food bank within 180 days of the effective date of the organization's approval for participation in TEFAP, the food bank must terminate the organization's participation until such time as recognition of tax-exempt status is actually obtained, except that the food bank may grant a single extension not to exceed 90 days if the organization can demonstrate, to the food bank's satisfaction, that its inability to obtain tax-exempt status within the 180 day period is due to circumstances beyond its control. It is the responsibility of the organization to document that it has complied with all IRS requirements and has provided all information requested by IRS in a timely manner.

For Active Agencies: Should any recipient agency appear on the List, the food bank or its member (recipient) agencies must notify the organization in writing that it has 30 days to provide documentation that it has applied for reinstatement of tax-exempt status, or it will be terminated from TEFAP. The organization then must forward documentation of IRS recognition of tax-exempt status to the Food Bank within 180 days of the above-mentioned notification. The Food Bank may grant one 90-day extension if the organization can demonstrate that its ability to obtain appropriate status during the initial period was due to circumstances beyond its control.

Recipient Agencies shall periodically, but no less frequently than annually, review and maintain a copy on file of the IRS Automatic Revocation of Exemption List, to ensure that agencies contracted to distribute TEFAP products do not appear on the revocation listing. The listing can be found at [IRS Automatic Revocation of Exception List](#).

- 8. *Claims and restitution for USDA food losses.* Report promptly all instances of lost USDA foods to the food bank. Lost USDA foods are those which, for any reason, cannot be demonstrated by appropriate records or other satisfactory evidence to have been delivered to, or to be available in good condition for delivery to needy persons or households for whom they were donated by USDA. USDA foods may be lost through theft, damage, spoilage, infestation, improper distribution, sale or exchange, diversion to an improper use, or other similar causes. The Food Bank must identify, and seek restitution, from parties responsible for the loss, and implement corrective actions to prevent future losses.
- 9. *Monitoring/Annual Reviews.* Permit representatives of ALSDE or the USDA to inspect USDA foods in storage, or the facilities used in the handling or storage of such USDA foods, and to review or audit all records, including financial records, at any reasonable time. The ALSDE will conduct annual reviews of at least 25% of the TEFAP sub-distributing agencies with which they have agreements, provided that each such agency must be reviewed no less frequently than once every four years; and conduct an annual review of one-tenth or 20, whichever is fewer, of all recipient agencies which receive USDA foods and/or administrative funds pursuant to an agreement with another recipient agency. Each review must encompass, as applicable, eligibility determinations, food ordering procedures, storage and warehousing practices, inventory controls, approval of distribution sites, reporting and recordkeeping requirements, and civil rights. If deficiencies are disclosed through the review, ALSDE must submit a report of the review findings to the recipient agency and ensure that corrective action is taken to eliminate the deficiencies identified.
- 10. *Records of USDA Foods.* Maintain records to document the receipt, disposal, and inventory of USDA foods received under this part that they, in turn, distribute to eligible recipient agencies. Sign all receipts for

program USDA foods received for the distribution to households or for use in preparing meals and keep copies of all such receipts.

11. *Records of Administrative funds.* Maintain financial records and document the amount of funds received for allowable administrative costs incurred for the operation of TEFAP (if applicable).
12. *Household information.* Collect and maintain on record for each household receiving TEFAP USDA foods for home consumption, the name of the household member receiving the foods, the address of the household (optional, not required), the number of persons in the household, and the basis for determining that the household is eligible to receive USDA foods for home consumption. Alabama is a self-declare state; therefore, a household member may only attest by signing a Self-Declaration Form that their income falls below guidelines established by the ALSDE (see attachment B). **proof of income is not required under this condition.**
13. *Records retention.* Retain all records for a period of three (3) years from the close of the Federal Fiscal Year (October 1 through September 30) to which they pertain, or if applicable, they must be retained beyond that period until any audit exceptions are resolved.
14. *Reports including reports of excessive inventory.* Submit all reports required by ALSDE and to cooperate to the extent necessary to sustain an effective food distribution program. Failure to file timely reports may be a basis for cancellation of this Agreement.
15. *Civil Rights Non-Discrimination Statement.* Display in a prominent place in appropriate offices and food distribution areas, the USDA Title VI Non-Discrimination poster " ... And Justice for All" as well as incorporate the **Civil Rights Non-Discrimination Statement**, in accordance with **Attachment E**, into all materials, handouts, pamphlets and other sources, including websites related to TEFAP.
16. *Notice and Referral Requirements for Beneficiaries Receiving USDA Foods from Religious Organizations.* Ensure that our member (recipient agencies) who fall under the categories of Faith-Based or Religious Organizations display in a prominent place visible to all TEFAP recipients and prospective recipients upon entrance into the distribution site a notice of the right to be referred to an alternate provider when available, in accordance with 7 CFR Part 16.4(f.) in the manner prescribed by Policy Memorandum FD-138. A sample poster for posting **written notice of beneficiary protections, Attachment F**, is included with this agreement.
17. *Limitation on unrelated activities.*
 - (1) Activities unrelated to the distribution of TEFAP foods or meal service may be conducted at distribution sites as long as:
 - (a) The person(s) conducting the activity makes clear that the activity is not part of TEFAP and is not endorsed by USDA (impermissible activities include information not related to TEFAP placed in or printed on bags, boxes, or other containers in which USDA foods are distributed). Recipes or information about USDA foods, dates of future distributions, hours of operations, or other Federal, State, or local government programs or services for the needy may be distributed without a clarification that the information is not endorsed by USDA.
 - (b) The person(s) conducting the activity makes clear that cooperation is not a condition of the receipt of TEFAP foods for home consumption or prepared meals containing TEFAP foods (cooperation includes contributing money, signing petitions, or conversing with the person(s)); and
 - (c) The activity is not conducted in a manner that disrupts the distribution of TEFAP USDA foods or meal
18. *Assurances:* Strictly adhere to FNS 113-1 and all applicable Federal and State laws and implementing regulations as they currently exist and may hereafter be amended. This includes protection of the confidentiality of all applicant/recipient records, papers, documents, tapes and any other materials that have been or may hereafter be established which relate to this Agreement. Acknowledges that the following laws are included:
 - 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.);
- 28 CFR Part 50. 3 and 42;
- 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.

Other Conditions:

1. It is understood and agreed upon that the federal regulations of the United States Department of Agriculture, relating to the Food and Nutrition Services, 7 CFR Part 250 and 251, are made a part of this Agreement and that the Food Bank and Recipient Agency are to abide by all of the conditions and terms set forth in the Regulations.
2. This agreement is permanent pursuant to 7 CFR 250; however, it may be amended as necessary by the Food Bank or at the request of ALSDE at the directive of USDA and/or State Legislation.
3. This agreement may be terminated for cause by either party giving 30 days written to the other. Upon any termination, the Recipient Agency agrees to comply with the Distributing Agency instructions in regard to the disposition of any USDA Foods remaining in their possession or control.
4. The Recipient Agency must update all pertinent information annually. Any changes during the year should be reported to the food bank as soon as possible to ensure the accuracy of the records.
5. The Recipient Agency shall allow representatives of the food bank and/or ALSDE and USDA to inspect any inventory USDA foods in their possession and to review all records including financial records and reports pertaining to the distribution of USDA foods, and to review or audit the procedures and methods used in carrying out the audit requirements at any reasonable time with or without the benefit of prior notification.

All agencies receiving \$750,000 or more in federal financial assistance per fiscal year shall have an audit made by an independent auditor that complies with the audit requirements established by 2 CFR 200. For this purpose, the term independent auditor means a state or local government auditor who meets the independence standards specified in generally accepted government auditing standards; or, certified public accountant who meets such standards. **Attachment G, Child Nutrition Programs Audit Certification.**

6. All Attachments (A-G) shall become a part of this Agreement and must be completed and accompany the signed Agreement.
7. **Alabama Immigration Law Compliance Contract:** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the Form I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, contractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the contractor's hiring practices to execute an affidavit to this effect on the form supplied by the ALSDE and return the same to the ALSDE. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the ALSDE may require to confirm contractor's enrollment in the E-Verify Program. Contractor agrees not to

knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project and shall include in all of its contracts a provision substantially similar to this paragraph. If contractor receives *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the ALSDE and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If contractor violates any term of this provision, this agreement will be subject to immediate termination by the ALSDE. To the fullest extent permitted by law, contractor shall defend, indemnify and hold harmless the ALSDE from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to contractor's failure to fulfill its obligations contained in this paragraph.

ELIGIBLE RECIPIENT AGENCY:

ALSDE CONTRACTED FOOD BANK

Signature

Signature/Title

Title

Date

ATTACHMENTS:

- Attachment A - TEFAP Distribution Plan
- Attachment B - State Eligibility Criteria
- Attachment C - ERA Sub-Outlets (if applicable)
- Attachment D - Storage Facilities (if applicable)
- Attachment E - Civil Rights Nondiscrimination Statement
- Attachment F - Sample of Notice and Referral Requirements for Beneficiaries Receiving USDA Foods from Religious Organizations
- Attachment G - Child Nutrition Programs Audit Certification (if applicable)

STATE OF ALABAMA
THE EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP)
CERTIFICATION OF ELIGIBILITY
7 CFR 251

Name: _____
Address (Optional): _____
County: _____
Phone Number: _____

Number of People in Household: _____
Number in Household 18 & under: _____
Number in Household 60 & over: _____
Number of Veterans in Household: _____

You are eligible to receive food from TEFAP if your household income falls below the poverty income guidelines (see reference chart) or if you participate in any of the following programs. Please place a checkmark in the space next to the category that applies.

_____ Temporary Assistance to Needy Families (TANF) *or*
_____ Supplemental Nutrition Assistance Program (SNAP) (formally Food Stamps) *or*
_____ Supplemental Security Income (SSI) *or*
_____ Income eligibility (**Proof of income is NOT required**)

Please read the following statement carefully and then sign the form and write in today's date. **You only need to meet one of these requirements to be eligible to receive USDA foods.**

*I certify that my yearly household gross income is at or below the income listed on the reference chart for households with the same number of people **OR** that I participate in the program(s) that I have checked on this form. I also certify that as of today, I reside in the State of Alabama. This certification is being submitted in connection with the receipt of Federal assistance. Program officials may verify what I have certified to be true. I understand that making a false certification may result in having to pay the State agency for the value of the food improperly issued to me and may subject me to civil or criminal prosecution under State and Federal law.*

Signature

Date

PROXY (OPTIONAL): I authorize, _____ to pick up USDA foods on my behalf.

Designated individual signing on behalf of client or proxy:

Signature: _____

Date: _____

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: USDA Program Discrimination Complaint Form 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.

STATE OF ALABAMA
THE EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP)
CERTIFICATION OF ELIGIBILITY
7 CFR 251

FOR REFERENCE PURPOSES ONLY
Proof of Income is NOT required

The following shows a yearly gross income for each family size. If your household income is at or below the income listed for the number of people in your household, you are eligible to receive food.

The chart below is effective July 1, 2024 - June 30, 2025.
(185% of Federal Poverty Guidelines)

Household Size	Annual Income	Monthly Income	Twice per Month	Every two Weeks	Weekly Income
1	\$27,861	\$2,322	\$1,161	\$1,072	\$536
2	\$37,814	\$3,152	\$1,576	\$1,455	\$728
3	\$47,767	\$3,981	\$1,991	\$1,838	\$919
4	\$57,720	\$4,810	\$2,405	\$2,220	\$1,110
5	\$67,673	\$5,640	\$2,820	\$2,603	\$1,302
6	\$77,626	\$6,469	\$3,235	\$2,986	\$1,493
7	\$87,579	\$7,299	\$3,650	\$3,369	\$1,685
8	\$97,532	\$8,128	\$4,064	\$3,752	\$1,876
For each additional family members add:	\$9,953	\$830	\$415	\$383	\$192

The chart details eligibility criteria for monthly income, income received twice monthly (24 payments per year), income received every two weeks (26 payments per year), and weekly income.

Certificate Of Completion

Envelope Id: AD178BFA-6EC4-4796-9722-8EB9B89E9645

Status: Completed

Subject: Complete with Docusign: HAFB TEFAP USDA Food Agreement

DS_Retrieve_Field:

Source Envelope:

Document Pages: 26

Signatures: 4

Envelope Originator:

Certificate Pages: 3

Initials: 0

Food Distribution

AutoNav: Enabled

50 North Ripley St

Envelopeld Stamping: Disabled

Montgomery, AL 36104

Time Zone: (UTC-06:00) Central Time (US & Canada)

fooddist@ALSDE.edu

IP Address: 157.149.75.3

Record Tracking

Status: Original

Holder: Food Distribution

Location: DocuSign

2/18/2025 12:38:18 PM

fooddist@ALSDE.edu

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Alabama State Department of Education

Location: DocuSign

Signer Events

Signature

Timestamp

Tammy Lofton

Completed

Sent: 2/18/2025 12:41:48 PM

tammy.lofton@alsde.edu

Viewed: 2/18/2025 1:40:30 PM

Security Level: Email, Account Authentication
(None)

Using IP Address: 157.149.75.4

Signed: 2/18/2025 1:40:34 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Angelice S. Lowe

alowe@alsde.edu

Child Nutrition Director

ALSDE

Security Level: Email, Account Authentication
(None)

Angelice S. Lowe

Signature Adoption: Pre-selected Style

Using IP Address: 174.199.225.116

Signed using mobile

Sent: 2/18/2025 1:40:37 PM

Viewed: 2/18/2025 1:57:00 PM

Signed: 2/18/2025 1:58:08 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Michael Coleman

MCOLEMAN@HAFB.ORG

CEO

Security Level: Email, Account Authentication
(None)

Michael Coleman

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.130.74

Sent: 2/18/2025 1:58:11 PM

Viewed: 2/21/2025 6:07:35 AM

Signed: 2/21/2025 6:09:53 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Angelice S. Lowe

alowe@alsde.edu

Child Nutrition Director

ALSDE

Security Level: Email, Account Authentication
(None)

Angelice S. Lowe

Signature Adoption: Pre-selected Style

Using IP Address: 174.199.245.89

Signed using mobile

Sent: 2/21/2025 6:09:57 AM

Viewed: 2/21/2025 7:28:24 AM

Signed: 2/21/2025 7:28:45 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Michael Coleman MCOLEMAN@HAFB.ORG CEO Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/21/2025 7:28:48 AM
Jo Ann Johnson JJohnson@hafb.org Chief Impact Officer Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/21/2025 7:28:49 AM
Rebecca Slaten RSLATEN@HAFB.ORG Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/21/2025 7:28:49 AM
Philandra Vinson PVINSON@HAFB.ORG Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/21/2025 7:28:51 AM
Hollie Fielder HPRUEITT@HAFB.ORG Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/21/2025 7:28:52 AM
Food Distribution fooddist@alsde.edu Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/21/2025 7:28:52 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/18/2025 12:41:48 PM
Certified Delivered	Security Checked	2/21/2025 7:28:24 AM
Signing Complete	Security Checked	2/21/2025 7:28:45 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	2/21/2025 7:28:52 AM
Payment Events	Status	Timestamps