



# DISTRIBUTION SITE CONTRACT

## CONTRACT

State Fiscal Year \_\_\_\_\_

A) This contract is made between \_\_\_\_\_ (Foodbank) and,

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Distribution Site Address: \_\_\_\_\_

City: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Soup Kitchen       Food Pantry       Homeless Shelter

(Hereinafter referred to as Distribution Site)

- B) This contract shall become effective \_\_\_\_\_ and absent prior notice of termination shall terminate \_\_\_\_\_. The contract may be terminated by either party with a (10) day written notice .All notices required or desired to be sent by either party shall be sent to the mailing address listed above. " Provider agrees to operate the Emergency Food Assistance Program in accordance with the requirements of 7 CFR Part 251, and , as applicable, 7CFR Part 250."
- C) The Distribution Site certifies that it is either a public or a non-profit organization, and if so requested, will submit certification of status.
- D) Illinois Department of Human Services (hereinafter referred to as IDHS), acting as an agent of the United States Department of Agriculture (hereinafter referred to as USDA), will provide at periodic intervals USDA food commodities (hereinafter referred to as commodities) to the Foodbank. The Foodbank will then provide commodities to the distribution site.
- E) The distribution site shall not charge any fees or require membership or organizational affiliation as a condition for receipt of commodities. Nor shall the distribution site require or conduct activities that might be interpreted as requiring membership or affiliation in any organization (church, political, fraternal, union, block club, etc.) or attendance of same as a requisite for receipt of commodities.
- F) In accordance with USDA regulations, the distribution site shall not directly tie inherently religious activities, such as worship, religious instruction or proselytization, to the distribution of commodities. If a distribution site engages in such activities, the site is required to offer the activities separately, in time or location, from the distribution of commodities and. participation in those activities must be entirely voluntary for clients receiving food.
- G) The distribution site shall not distribute any commodity to any non-profit school lunch program, non-profit summer camps for children, and other child nutrition programs providing food service, including nutrition projects operating under authority of the Older American Act of 1965, hospitals, and any other group care facility providing meals for residents.



## DISTRIBUTION SITE CONTRACT

---

- H) The distribution site shall abide by the Federal Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, the Illinois Human Rights Act, The Americans With Disabilities Act, Title IX of The Education Amendments of 1972, The Age Discrimination Act of 1975, and all other Federal and State laws, regulations, or orders, which prohibit discrimination on the grounds of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
- I) The sale, exchange, or use of commodities for personal gain or use as a means to further the political interest of any individual or party or any other form of fraud or abuse of commodities is subject to Federal and State prosecution.
- J) The Distribution Site agrees to provide service at least 2 hours per week. An exception is possible but only with the approval of the Foodbank and the Department of Human Services. Service schedule hours do not apply to shelters that are not open to the public.
- K) The distribution site agrees it will publicize within its County or "approved" geographic service area the hours the site is open to make potential participants aware of the availability of commodities. Methods to publicize the sites hours include, but are not limited to, placing notices in local newspapers, posters or pamphlets. The Distribution Site agrees it will advise the Foodbank of its regularly scheduled hours of operation.
- L) The distribution site agrees to post DHS/USDA approved posters at the distribution site, in a place where anyone receiving commodities can easily read the posters.
- M) The distribution site agrees to serve all persons at their first visit without regard to where the client lives in the State. The distribution site will refer all clients not residing in their designated service area to the Foodbank for direction and information to the distribution site serving their area of residency.
- N) The distribution site agrees to accept self declaration of identity and residency by homeless recipients, as homeless persons or persons with disabilities may lack documentation to verify their identity or residence. In case of lack of documentation the distribution site may indicate "none" in the address section of the signature sheet.
- O) The distribution site agrees to serve homeless recipients and use their discretion in providing the types of foods that are appropriate and easy to use and prepare. The distribution site also agrees to refer homeless persons to social services agencies which may assist the homeless with obtaining documentation and other social services.
- P) The distribution site may ask for proof from recipients that they reside within the County or the "approved" geographic service area. Driver's License, state identification card, piece of mail or utility bill showing the recipient name and address, or a letter from a landlord verifying identity and residency are the only types of documentation a distribution site may request. If the distribution site elects to verify identity and residency via the allowable options, they must verify this information for every client at every distribution.
- Q) The Foodbank does not guarantee the quality or condition of commodities provided to the distribution site. The distribution site shall release USDA, DHS, and the Foodbank from any liability for losses, damages, illnesses, or injuries resulting from distribution of commodities.
- R) When physical delivery of commodities is taken, the distribution site shall assume liability for the safekeeping of commodities until such time as release of commodities to eligible recipients. This liability shall be limited to improper distribution or use; and loss or damage caused by failure to provide proper storage, care, and handling. At the option of DHS, the distribution site shall be required to replace the donated food in kind, or pay to the DHS the value of the donated food as determined by USDA. Losses must be immediately reported to the Foodbank.
- S) The Distribution Site shall have secure and adequate facilities for proper storage and distribution capacity for all commodities received under this contract. Storage is to be rodent and insect free.



## DISTRIBUTION SITE CONTRACT

---

- T) Storage facilities and temperatures will be in keeping with the higher of state or local health department standards. Foods expected to be received or currently available from USDA are items that may or may not require refrigeration, including freezing. Store at the following maintained temperatures:
- 35<sup>0</sup> to 75<sup>0</sup> F non-refrigerated                      35<sup>0</sup> to 40<sup>0</sup> F refrigeration                      0<sup>0</sup> F or below freezer
- U) The distribution site agrees that representatives of USDA, DHS, the Foodbank or any agency designated by DHS may visit the distribution site to observe food distribution to recipients, to examine distribution areas, storage facilities, commodities in storage, as well as, pertinent records. Visits may be made at any reasonable time during normal hours.
- V) The distribution site shall collect such operational records as are necessary for USDA, DHS and the Foodbank to monitor services provided under this contract. If the distribution site utilizes volunteers to assist in the distribution of Federal Food Commodities, all volunteers will be properly trained on the completion of all records and forms. The record keeping requirement for Soup Kitchens and Homeless Shelters is total number of meals served each month. The record keeping requirements for Food Pantries are:
- (1) signatures and addresses of clients receiving commodities for household use as documented by the IDHS Signature Sheet/Proxy Form; and
  - (2) total number of households and individuals served each month.
- The distribution site reports and records identified above shall be submitted to the Foodbank monthly.
- The Foodbank, acting as an agent of DHS, shall supply the distribution site with the necessary reporting forms for receipt of commodities. The distribution site shall permit authorized USDA, DHS and Foodbank representatives to inspect its facilities and records to review and copy such records at any reasonable time and shall submit records, as requested, to the Foodbank, DHS and USDA. Announcement of visits may not be made.
- W) The Foodbank and the distribution site agree to cooperate fully with the DHS in the investigation of all complaints received in connection with the distribution of commodities. The Foodbank and the distribution site agree to correct any irregularities disclosed. The Foodbank and the distribution site shall report promptly, in writing, to the DHS detailing all corrective measures taken.
- X) Debarment - The distribution sites certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, (45 CFR Part 76).



### DISTRIBUTION SITE CONTRACT

Y) The distribution site agrees to abide by all DHS EFP, USDA, and Foodbank policies and procedures.

\_\_\_\_\_  
Foodbank

\_\_\_\_\_  
Printed Name & Title of Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Distribution Site

\_\_\_\_\_  
Printed Name & Title of Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**For Office Use Only:**

Check after verification that the site is not on the IRS Automatic Revocation of Exemption List.

[www.irs.gov/Charities-&-Non-Profits/Automatic-Revocation-of-Exemption-List](http://www.irs.gov/Charities-&-Non-Profits/Automatic-Revocation-of-Exemption-List)

Date of Verification \_\_\_\_\_

Name of person performing verification. \_\_\_\_\_

**Verification is required prior to the execution of this contract.**