



State of Illinois  
 Department of Human Services  
**THE EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP)  
 DISTRIBUTION SITE CONTRACT**

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

- A) This contract is made between Food Bank: \_\_\_\_\_  
 and Distribution Site: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Site Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Email: \_\_\_\_\_

Distribution Site Classification:    Soup Kitchen        Food Pantry        Shelter   

- B) This contract shall become effective \_\_\_\_\_ and absent prior notice of termination shall terminate \_\_\_\_\_. The contract may be terminated by either party with a (30) day written notice. All notices required or desired to be sent by either party shall be sent to the mailing address listed above. The provider agrees to operate The Emergency Food Assistance Program (TEFAP) in accordance with the requirements of 7 CFR Part 251, and, as applicable, 7 CFR Part 250. Per 7 CFR 251.2 (c) 2, the agreement between the TEFAP State Agency and the food banks as well as between food banks and distribution sites are 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. Food bank contracted TEFAP distribution sites are food pantries, soup kitchens and shelters, which provide direct distribution to the eligible public. Eligible individuals and households must be residents of Illinois and must have a gross monthly income level equal to or less than eligibility percentage of the federal poverty level for the receipt of USDA Foods. 7 CFR 251.2(d)(2):

1. If the State agency delegates the responsibility for any aspect of the program to a site, each function for which the site will be held responsible; except that in no case may State agencies delegate responsibility for establishing eligibility criteria for organizations in accordance with § 251.5(a), establishing eligibility criteria for recipients in accordance with § 251.5(b), or conducting reviews of sites in accordance with § 251.10(e);
2. If the receiving site is to be allowed to further distribute TEFAP foods and/or administrative funds to other sites, the specific terms, and conditions for doing so, including, if applicable, a list of specific organizations or types of organizations eligible to receive USDA Foods or administrative funds.
3. If the use of administrative funds is restricted to certain types of expenses pursuant to § 251.8(e)(2), the specific types of administrative expenses sites are permitted to incur.
4. Any other conditions set forth by the State agency.

- C) The Distribution Site (hereinafter referred to as Site) certifies that it is either a public or a non-profit organization, and if so requested, will submit certification of status.



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- 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 Foods to the food bank. The food bank will then provide the USDA Foods to the Site.
- E) The Site shall not charge any fees or require membership or organizational affiliation as a condition for receipt of USDA Foods. Nor shall the Site require or conduct activities that might be interpreted as requiring membership or affiliation to any organization (church, political, fraternal, union, block club, etc.) or attendance of same as a requisite for receipt of USDA Foods.
- F) In accordance with USDA regulations, the Site shall not directly tie inherently religious activities, such as worship, religious instruction, or proselytization, to the distribution of USDA Foods. If a Site engages in such activities, the Site is required to offer the activities separately, in time and/or location, from the distribution of USDA Foods and participation in those activities must be entirely voluntary for clients receiving food. The Site agrees that the Written Notice of Beneficiary Rights will be either posted, handed out on flyers, or included on the eligibility sheet. (7 CFR Part 16.4(c)(1))
- G) The Site shall not distribute any USDA Foods 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, or any other group care facility providing meals for residents.
- H) A) The 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.

The Site hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);*
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);*
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);*
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);*
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);*
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);*
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);*
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3); Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.*
- ix. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).*

*This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property*



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*and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.*

*By providing this assurance, the Site agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Site, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Site.*

- I) The sale, exchange, or use of USDA Foods for personal gain or use to further the political interest of any individual or party or any other form of fraud or abuse of USDA Foods is subject to Federal and State prosecution.
- J) The Site agrees, pursuant to 7 CFR 251.5 (b)(3), to serve all persons living in the State of Illinois without regard to length of residency. The Site agrees to use zip code, county, or self-declaration for residency verification. The Site agrees that it will not require an address or any form of identification for TEFAP eligibility determination.
- K) The Site agrees, in accordance with FNS guidelines, to accept self-attestation of adjunctive eligibility through participation in SNAP or household income being at or below 300% of the Federal Poverty Level for income eligibility.
- L) Per 7 CFR 251.10(c)(2), the Site agrees to restrict the use and disclosure of confidential applicant or participant information to persons directly connected with administration or enforcement of TEFAP. Confidential information may be shared with other health and welfare programs for use in determining eligibility in those programs, or for program outreach, only with the consent of the participant. If State agencies want to use confidential information for those purposes, they will need to sign agreements with those receiving the information to ensure that the information is only used for specified purposes and will not be shared further.

Per [7 CFR 251.10\(c\)\(3\)](#), the Site agrees to protect the confidentiality of any person making allegations or complaints against another individual participating in or administering TEFAP, except as necessary to conduct an investigation, hearing, or judicial proceeding.

For purposes of section X), confidential applicant or participant information is defined as any information about an applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of TEFAP application, certification, or participation, that individually identifies an applicant, participant, and/or their family members.

- M) The Site agrees to provide service at least two hours per week. An exception is possible but only with the approval of the food bank and the Department of Human Services. Service schedule hours do not apply to shelters that are not open to the public.
- N) The Site agrees it will publicize its open hours of operation within its designated service area to make potential applicants aware of the availability of USDA Foods. Methods to publicize the Site's hours include, but are not limited to, placing notices in local newspapers, posters, or pamphlets. The Site agrees to post a sign/poster of the Site's hours of operation viewable to those on the exterior of the Site's building. The Site agrees it will advise the food bank of its regularly scheduled hours of operation.



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- O) The Site agrees to post IDHS/USDA required posters in a high traffic area and/or a high visibility area, where anyone receiving USDA Foods can view the posters.
- P) The Site agrees to serve unhoused recipients and use their discretion in providing the types of foods that are appropriate and easy to use and prepare. The Site also agrees to refer unhoused persons to social services agencies which may assist with obtaining documentation and other social services.
- Q) The food bank does not guarantee the quality or condition of USDA Foods provided to the Site. The Site shall release USDA, IDHS, and the food bank from any liability for losses, damages, illnesses, or injuries resulting from distribution of USDA Foods.
- R) When physical delivery of USDA Foods is taken, the Site shall assume liability for the safekeeping of the USDA Foods until such time as release of the USDA Foods 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 IDHS, the Site shall be required to replace the donated food in kind or pay to the IDHS the value of the donated food as determined by USDA. Losses must be immediately reported to the food bank.
- S) The Site shall have secure and adequate facilities for proper storage and distribution capacity for all USDA Foods received under this contract. Storage is to be rodent and insect free. All USDA Foods in storage are to be kept away from walls at least 4" and above floor at least 6".
- 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 USDA Foods at the following maintained temperatures:
- Non-refrigerated: **35° to 75° F**                      Refrigerated: **35° to 40° F**                      Frozen: **0° F or below**
- U) *Repackaging* of USDA Foods is prohibited whereas *repacking* of many foods is permissible.
- Repackaging (prohibited) is the transfer of processed or raw food(s) from its original container into other container(s) with similar labeling information. An example of prohibited repackaging would be the transfer of frozen bulk meat or poultry into another container for distribution.
  - Repacking (permissible) is the transfer of bulk fresh foods with a low risk of contamination into other containers. An example of allowable repacking is the transfer of grapefruit from an original bag/container into smaller mesh bags to facilitate distribution to families or individuals. Foods able to be repacked are generally exempt from FDA Nutrition Labeling Requirements.
- V) The Site agrees that representatives of USDA, IDHS, the food bank, or any agency designated by IDHS may visit the Site to observe food distribution to recipients, to examine distribution areas, storage facilities, USDA Foods in storage, as well as pertinent records. The visits may be made at any reasonable time during normal hours. Food banks will be notified of potential site monitoring visits by the State within two months whenever possible. Site visits may be unannounced in some circumstances at the discretion of IDHS.
- W) The Site shall collect such operational records as are necessary for USDA, IDHS, and the food bank to monitor services provided under this contract. If the Site utilizes volunteers to assist in the distribution of USDA Foods, all volunteers will be properly trained on the completion of all records and forms. The record keeping requirement for soup kitchens and shelters is total number of meals served each month.



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- X) The record keeping requirements for food pantries are the:
1. Names of clients receiving USDA Foods and the number of individuals they are obtaining foods for household use for, as documented by the IDHS TEFAP Eligibility Sheet or Proxy Statement and,
  2. Total number of individuals receiving TEFAP/USDA Foods each month. This includes each member of the household that TEFAP foods are received for.

The food bank, acting as an agent of IDHS, shall supply the Site with the necessary reporting forms for receipt of USDA Foods.

- Y) The Site shall permit authorized USDA, IDHS, and food bank 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 USDA, IDHS, and food bank.
- Z) The food bank and the Site agree to cooperate fully with the IDHS in the investigation of all complaints received in connection with the distribution of USDA Foods. The food bank and the Site agree to correct any irregularities disclosed. The food bank and the Site shall report promptly, in writing, to the IDHS detailing all corrective measures taken.
- AA) Debarment - The Site 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).
- BB) The Site agrees to abide by all IDHS/TEFAP, USDA, and food bank policies and procedures.

**Foodbank**

**Distribution Site**

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

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

\_\_\_\_\_  
 Authorized eSignature

\_\_\_\_\_  
 Authorized eSignature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 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.

\_\_\_\_\_  
 Signature

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