

**USDA FOODS DISTRIBUTION AGREEMENT**

**Site Name**

**Address/City/Zip**

**Site Contact**

**Phone / Email**

1. If the site will be used for distribution only and the Agency will be present for distribution, the site agrees to:
  - a. Allow the Agency use of designated facilities during agreed upon dates and times.
  - b. Provide facility access to the Agency.
  
2. If the site will be used for distribution, storage and/or program certification and the Agency will not be present, the site agrees to comply with the following minimum requirements and assurances:
  - a. Maintain good standing under tax exempt status
  - b. Comply with all USDA regulations and policies regarding the distribution of USDA foods.
  - c. Be responsible for the proper storage and handling of USDA Foods.
  - d. Comply with all USDA Civil Rights regulations.
  - e. USDA Foods will not be sold or exchanged by the organization, its members, or staff.
  - f. The food items will be provided to eligible participants without charge of any kind.
  - g. Site eligibility criteria for distribution must be comparable to Michigan guidelines.
  - h. Participation records will be maintained that include date of issuance, participant name, signature, address and number in household. These records must be kept on file either with the Site or the Agency for three years plus the current year.
  - i. Provide accurate distribution numbers for each month to the organization.
  - j. Permit representatives of the Agency, USDA, and Michigan Department of Education officials to inspect the pantry's facilities at reasonable times.

**Agency Representative**

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Name	Title	Date
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**Local Organization/Site Representative**

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Name	Title	Date
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This agreement will be renewed annually

**USDA FOODS DISTRIBUTION AGREEMENT  
BETWEEN AGENCY AND A LOCAL FOOD PANTRY**

Organization/Pantry Name \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_ FAX \_\_\_\_\_

Email \_\_\_\_\_ Number of Households Served on Monthly Basis through Pantry: \_\_\_\_\_

The above named organization would like to participate in the USDA Foods Distribution Program. If approved, the organization's food distribution site agrees to comply with the following minimum requirements and assurances:

1. The food pantry has adequate space to store product until all items are distributed to qualified individuals. All delivered food items are to be distributed through the organization's regular pantry operation prior to the delivery of the next quarterly distribution (usually 3 months).
2. The USDA Foods will not be sold or exchanged by the organization, its members, or staff. The food items will be provided to the persons who are beneficiaries of the program without charge of any kind.
3. Pantry income criteria for distribution must be comparable to TEFAP guidelines.
4. The organization is responsible for the proper storage, handling, and distribution of USDA Foods in compliance with all regulations and procedures detailed by USDA and the Agency.
  - a) If sub-pantries have been approved to receive a portion of the distribution, the organization will ensure that the allocated number of cases for each USDA food item is made available to the sub-pantry/pantries for pick-up.
  - b) It is understood and expected that all pantries involved in receiving USDA Foods will work together cooperatively in the spirit of serving as many low-income individuals as possible.
  - c) A copy of State of Michigan Department of Agriculture and Rural Development Food Warehouse License will be available for review.
5. The organization will carefully check in each order when it is received and note any differences on what was ordered and what was actually received.
6. Records must be maintained which identify households who receive USDA food through regular pantry operations. Name, date of issuance, recipient signature, items and quantity must be kept on file for a period of three (3) years plus the current year. The organization must submit a written monthly report listing the number of individuals served through the food pantry (# of households and # of individuals served are to be included).
7. The organization will permit representatives of the Agency, USDA, and interested Michigan Department of Education officials to inspect the pantry's facilities at reasonable times.

**Main Agency Representative**

\_\_\_\_\_  
Name Title Date

**Local Organization/Pantry Representative**

\_\_\_\_\_  
Name Title Date

This agreement will be renewed annually