

CONTRACT

The Emergency Food Program
State Fiscal Year 2010

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 renewed for two additional twelve month periods provided there are no changes in the terms or conditions. Any renewal of the contract must be in writing and signed by both parties. The contract may be terminated by either party with a ten (10) day written notice.

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 "DHS"), 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 as a condition for receipt of commodities. This prohibits the requirement of membership in any organization (church, political, fraternal, union, block club, etc.) or attendance of same as a requisite for receipt of commodities.

- F) 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.
- G) 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, religion, sex, national origin, ancestry, age, marital status, or physical or mental handicap.
- H) 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.
- I) The distribution site agrees to provide service at least 2 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 not open to the public.
- 10) The distribution site agrees it will publicize within its designated area the hours the site is open to make potential participants aware of the availability of commodities. Methods to publicize the site's 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.
- K) The distribution site agrees to abide by all EFP policies and procedures. Specifically the distribution site must:
- agree not to ask for social security cards, pay stubs or income data from recipients.
 - only use the official and current DHS Signature Sheet for eligibility determination.
 - agree to distribute private, donated or purchased food in conjunction with the USDA Commodities.
 - not require clients to make appointments for service or require referrals from any other programs or agencies.
 - adhere to DHS Income Eligibility Guidelines as the basis for determination of eligible households.
- 12) 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.

- 13) The distribution site agrees to accept self declaration 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.
- 14) 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 also agrees to refer homeless persons to social services agencies which may assist the homeless with obtaining documentation and other social services.
- 15) The distribution site may ask for proof from recipients that they reside within the distributions site's designated area of service. Driver's License, state identification card, utility bill with recipients address or any item that verifies recipients identity and residency are allowed. **Distribution sites may not ask for social security cards, pay stubs or income data from recipients.**
- 16) The Foodbank does not guarantee the quality or condition of commodities provided to the distribution site. The Distribution Site shall release USDA, DHS, and Foodbank from any liability for losses, damages, illnesses, or injuries resulting from distribution of commodities.
- 17) 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.
- 18) The distribution site shall have secure and adequate facilities for proper storage and distribution capacity for all commodities received under this contract. Storage facilities and temperatures will be in keeping with the higher of state or local health department standards.

The distribution site will assure that all foods are held in a secure, adequate and proper storage facility prior to distribution. Storage is to be rodent and insect free.

Foods expected to be received or currently available from USDA are items that may or may not require refrigeration including freezing.

Foods not requiring refrigeration are to be stored at maintained temperatures of 35° to 75° F.

Foods requiring refrigeration are to be stored at maintained temperatures of 35° to 40° F.

Foods required to be frozen are to be stored at maintained temperatures of 0° F or colder.

- S) The distribution site agrees that representatives of USDA, DHS, Foodbank or any agency designated by DHS may visit the distribution site to observe food distribution to recipients, to examine distribution sites, storage facilities, commodities in storage, as well as, pertinent records. Visits may be made at any reasonable time during normal hours.
- T) The distribution site shall collect such operational records as are necessary for USDA, DHS and 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 requirements for Food Pantries are:
 - (1) signatures and addresses of clients receiving commodities for household use; and
 - (2) the total number of households and individuals served each month.

The only record keeping requirement for Soup Kitchens and Homeless Shelters is total number of meals 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 Foodbank, DHS and USDA. Announcement of visits may not be made. All notices required or desired to be sent by either party shall be sent to the following respective addresses:

DISTRIBUTION SITE	FOODBANK
_____	_____
_____	_____
_____	_____

- U) 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.

- 5) 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).

- W) 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.

	DISTRIBUTION	
FOODBANK: _____	SITE: _____	
SIGNATURE: _____	SIGNATURE: _____	
TITLE: _____	TITLE: _____	
DATE: _____	DATE: _____	