



Care and Share Food Bank Agency Agreement 2018

Care and Share Food Bank (CSFB) agrees to supply food and other product, as available, to _____, (**Agency Name**) providing the Agency represents and agrees to the following:

MEMBERSHIP

1. Agency must be a non-profit, tax-exempt organization, or sponsored by a non-profit, recognized by the IRS under Section 501(c)(3) of the Internal Revenue Code of 1984, as amended, or be a federally tax-exempt religious organization. Agency must be incorporated for the purpose of serving the ill, needy, or infants.
2. Agency will be licensed by the state, county and/or city according to the service it provides.
3. Agency will comply with the IRS eligibility requirements for receipt, storage, transfer, and use of donated Product under section 170(e)(3) as contained in Appendix I.
4. Agency will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran. **Violation of this rule will be grounds for immediate termination.**

PROGRAM REQUIREMENTS

1. An agency is considered active if they meet the following criteria:
 - Must meet all terms and conditions of this document.
 - Must receive or purchase product from CSFB at least once every 6 months.Agencies that fail to meet the above criteria will be inactivated, but may reapply for membership at a later date.
2. Agency must complete the annual Agency Information Update Form and notify CSFB in writing/email of any changes including agency leadership, contact information, program location or hours of operation.
3. Agency will ensure at least one volunteer/staff member holds a current approved safe food handlers certificate.
4. Agency agrees to be fiscally responsible for requested shared maintenance contributions and other service fees assessed on all product. Agency agrees to pay all charges, including handling fees, within (30) days of the statement date.

RECEIPT OF FOOD

1. Agency acknowledges that it accepts all food from CSFB "As is."
2. Agency agrees to transport all products from CSFB directly to the program site; which conforms to all local, state and Federal regulations.
3. Agency agrees to be responsible for acquiring, transporting, storing and handling all products supplied by CSFB in a safe and secure manner.
4. Agency agrees that product will be inspected by its authorized representatives upon delivery and found fit for human consumption.
5. Agency agrees to notify CSFB within two (2) business days of any discrepancies, including missing or damaged product; or upon receipt of complaint or claim of liability from clients regarding product.
6. Agency agrees to immediately destroy or discard product upon notice that such product may not be fit for human consumption.
7. Agency agrees that product will be stored at an approved location. Product may not be stored at a private residence or any other space where product may be easily accessible to be used for a purpose other than the approved program.
8. Agency agrees product will only be used for the approved program. E.g. If you are designated as an emergency food pantry, you may not use product to serve a community meal, or alternate activity. **Doing so may be grounds for immediate termination.**
9. Agency must ensure that all donated product from all sources, including CSFB Direct Retail Program, conform to any applicable provisions of the Federal Food, Drug, and Cosmetic Act (as amended), and any regulations that follow.

10. Agency hereby agrees to assume all responsibility for product liability related to any act or failure to act by the Agency, associated with transportation, storage, preparation, distribution or service of the product after the Agency assumes possession.
11. Agency affirms that the original Donor, CSFB, and Feeding America:
 - Are released by the Agency from any liabilities resulting from the donated Product. Agency also releases CSFB from any liability resulting from the condition of the donated food, except for liability resulting from gross negligence or intentional misconduct of CSFB.
 - Are held harmless from any claims, losses, causes of action, lawsuits, or obligations in regard to the Agency or the donated Product.
 - Offer no express warranties in relation to the Product. No person is authorized to give warranties on behalf of CSFB or to assume any liability for CSFB.
12. Agency must be willing to adhere to additional donor stipulations if required.
13. Agency agrees to pay a \$50 restocking fee if an order is refused or not picked up within three (3) business days after scheduled pickup.

DISTRIBUTION OF FOOD

1. Agency that acts as an emergency food pantry or feeding site must provide food to the general public and cannot exchange CSFB products for money, other property or services, nor require participation in prayer or religious or other services, including volunteer service. **Violation of this rule will be grounds for immediate termination.**
2. Agency will hold regular, scheduled hours for food distribution at least once per month for a minimum of 90 minutes.
3. Agency may, with the permission of CSFB, transfer excess CSFB product to another CSFB partner agency.
4. Agency will not take CSFB product out of CSFB service area. **Violation of this rule will be grounds for immediate termination.**
5. Agency may not request donations from client. Agency may have a donation box provided it is located away from the client sign-in or distribution area so that donations remain anonymous. A donation amount may not be suggested.

MONITORING & REPORTING

1. Agency agrees to be monitored by a CSFB representative a minimum of every two years; and Agency agrees to provide statistical data and other information during monitor visits, or upon request.
2. Agency agrees to abide by the policies, procedures, and record keeping requirements of CSFB including submitting accurate and timely monthly reports about clients served and the distribution of CSFB products, due by the 10th of the following month. Agencies participating in Direct Retail Program have additional reporting requirements. **Agencies that have not submitted complete and accurate reports by deadline may be suspended until their reports are brought up to date.**
3. Agency agrees to keep on-site records for a minimum of 3 years which accurately reflect:
 - The total amount of product received through CSFB's programs. E.g. CSFB invoices.
 - Number of participants served. E.g. CSFB sign-in sheets.
 - The procedure for determining that at least 50% of the recipients of the product are ill, needy or infants. E.g. Self-declaration of need or other intake processes.

Agency acknowledges that Care and Share Food Bank reserves the right to terminate membership at any time, for any reason.

Agency Name: _____		
Address: _____		
City: _____	State: _____	Zip Code: _____
Executive Director or Pastor: _____		
Signature: _____	Date Signed: ____ / ____ / 2018	

Policies and Procedures of IRS Code 170(e)(3)

Agency Agreement Appendix I

IRS Code 170(e)(3) defines the tax deduction that donors are eligible to receive if the donation is used according to the regulations, defines the organizations eligible to receive those donations and defines allowable uses of those donations.

First and foremost these policies are designed to protect our partner agencies and ensure they are in compliance with federal Internal Revenue Service regulations relating to the use of donated products. This includes food received from the Care and Share Food Bank, Direct Retail Programs and/or any other program where an agency obtains food via a Care and Share Food Bank relationship.

These policies, required by Feeding America, also help us assure our donors that donated products are truly being used in the manner they intended. Care and Share Food Bank carefully monitors agencies and is very serious about preventing misuse of donated products.

INSTRUCTIONS:

Note: A copy of this form must be on file at each partner agency location. Additionally, these policies must be shared and understood by staff, volunteers and Board members and be posted in an area visible to staff and volunteers.

I. IN-HOUSE USE OF DONATED PRODUCTS

a. Operational Use of Non-Food Products

Partner agencies **will not** use any Food Bank products in the operations, upkeep or support of its food distribution programs.

b. Volunteer Use of Donated Products

Partner agencies **will not** use any Food Bank products for onsite volunteer or staff consumption.

c. Meeting Use

Partner agencies **will not** use any Food Bank products for business meetings such as Board of Directors meetings, committee meetings, agency meetings and other functions where agency related business is conducted.

d. Use by Staff or Volunteers:

Donated product may not lawfully be used to compensate staff and/or volunteers. Partner agencies that wish to provide Food Bank products to staff and/or volunteers in need **must** use the same criteria that are used to determine eligibility of any client.

e. Tasting and Testing

Partner agencies may permit staff/volunteers to consume or prepare onsite donated goods to:

- Become more familiar with them (to be in a better position to advise agencies/clients as to their uses)
- Discover new ways in which they can be used (to be in a better position to advise agencies/clients)
- Test their fitness for consumption (as they near or pass code date, for example).

In the above instances, uses of donated product must, by law, be “incidental to the primary use in the care of the ill, needy or infants” and may not lawfully constitute “pay” and/or compensation to any staff and/or volunteers. In other words, donated products are intended for the care of the ill, needy or infants and any incidental use should be limited and related to the primary purpose of your program.

The partner agency’s Board, staff and volunteers should be made aware of these policies and procedures in addition to the potential for abuse and the importance of periodic review of control procedures.

f. Fundraising Events

Donated products **will not** be used for the purpose of fundraising either as prepared food (such as spaghetti dinners or bake sales) or as “prizes”.

II. DISPOSAL OR DISTRIBUTION OF UNUSABLE FOOD DONATIONS

Partner agencies will make all reasonable efforts to distribute donated product in accordance with IRS Code 170 (e)(3) before it becomes unfit for human consumption. Product that cannot be distributed for human consumption is by definition no longer subject to IRS Code 170 (e)(3) regulations.

III. CLIENT ELIGIBILITY

a. Guidelines

Partner agencies will develop and observe policies and procedures that reasonably assure primary service is being provided to eligible persons. Client eligibility is subject to the non-discrimination clause as stated in the Agency Agreement. The Food Bank strongly recommends that eligibility be determined by self-professed need only. Care and Share Food Bank discourages partner agencies from requiring and storing sensitive client information (i.e. social security numbers, driver’s license numbers, etc).

b. Labor Disputes / Forced Furloughs

Partner agencies that wish to provide Food Bank products to persons rendered needy by labor disputes, temporary reduction of wages or forced furloughs **must** use the same criteria for determining eligibility of any client.

c. Purchased Product Client Distribution Programs and Donated Product

Due to the absolute necessity in assuring compliance with the IRS Code 170(e)(3), Care and Share Food Bank **does not** recommend selling any purchased products to clients. IRS Code 170(e)(3) strictly prohibits donated products from being sold, exchanged or bartered and stipulates that donated product may only be given to qualified individuals. The distribution of donated product with the selling of purchased product may be easily misinterpreted as donated products being sold and/or given to those who do not qualify to receive the product.

IV. AGENCY ELIGIBILITY

a. Agencies Distributing to Other Agencies

Partner agencies, regardless of how they receive the donated product (i.e. directly from the Food Bank, through the store donation pick-up program, excess mobile pantry product, etc.) will only distribute donated products to eligible clients. Partner agencies **will not** distribute donated products to other Food Bank partner agencies, non-Food Bank partner agencies, organizations or business entities.

b. Primary vs. Incidental Use/Self Evident Need

Partner agencies operating onsite meal programs where ineligible (non-needy) persons may consume the product **will** establish policies and procedures to ensure that the primary purpose of the program is service to the “ill, needy or infants”, as defined by IRS Code 170(e)(3).

c. Religious Evangelizing

The primary purpose of distributing donated products to eligible individuals will be carried out without regard to religious preference. Any and all religious activity must be separate and distinct from food distribution and cannot be discriminatory, oppressive or taxing to the client. Religious activities are allowed but **must not** take place before eligibility is determined and **must not** be a requirement to receive food assistance.

d. Voluntary Contributions

Due to the absolute necessity in assuring compliance with the IRS Code 170(e)(3), partner agencies **will not** utilize contribution canisters, envelopes or similar means of solicitation in the vicinity of food distribution areas to encourage clients to contribute to the program.