



# CARE AND SHARE FOOD BANK

## AGENCY AGREEMENT 2019

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.

### **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 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.
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.
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 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.
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.
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 10<sup>th</sup> 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.**

<b>Agency Name:</b> _____			
<b>Address:</b> _____			
<b>City:</b> _____	<b>State:</b> _____	<b>Zip Code:</b> _____	
<b>Executive Director or Pastor:</b> _____			
<b>Signature:</b> _____		<b>Date Signed:</b> ____ / ____ / 2019	