



MEMBER AGENCY AGREEMENT

This Agreement is made by and between All Faiths Food Bank, Inc. {"AFFB"}, a Florida 501(c)3 nonprofit corporation, and _____ (Member Agency) {the "Agency"} located at _____. This Agreement is effective _____ and supersedes any prior agreement by and between AFFB and the Agency.

AFFB and the Agency agree to the following roles and responsibilities and terms and conditions by which AFFB will provide fresh as well as non-perishable food items, inspected under strict guidelines, to the named Member Agency which, in turn, will use these foods in programs serving children, elderly, ill, homeless, or others in need in our community. In partnering with AFFB, the Agency becomes part of the AFFB network, providing food distribution and nutritional education services to the hungry in Sarasota and/or DeSoto Counties. In signing this agreement, AFFB and the Agency agree to work toward and maintain a positive partnership with the vision of ending hunger in our community.

Section 1

AGENCY ELIGIBILITY AND COMPLIANCE STANDARDS

Eligibility to receive donated product from AFFB requires compliance with a number of operating standards which are described in this agreement. The goal of these standards is to establish and maintain a credible, safe, and effective distribution system for donated products. Feeding America defines mandatory operating procedures and practices to ensure food safety, financial and inventory accountability, and administrative cohesion relative to the business practices between the Agencies and AFFB.

A. SERVICE AREA

The Agency must service residence of Sarasota and/or DeSoto County.

B. NON-PROFIT STATUS

1. The Agency must be a federally tax exempt 501(c)3 organization, wholly-owned by a 501(c)3 organization or a Church. The Agency may be an unincorporated program designated as the agent of a 501(c)3 agency or Church in distributing donated product obtained from AFFB to eligible recipients under the following conditions:
 - The 501(c)3 organization or Church must affirm such designation in writing, acknowledging the responsibility to enforce all provisions of this agreement with AFFB on the designated Agency;
 - The 501(c)3 organization or Church must be programmatically, fiscally and legally responsible for the donated product handling/distribution activities of the designated Agency; and

- Funds used to pay shared maintenance fees assessed by AFFB must come from the 501(c)3 organization or Church and not from the designated agent and all money received and disbursed in connection with the donated product handling/distribution activity will go through the fiscal books of the 501(c)3 organization or Church.
2. The Agency may not be a private foundation, even if it has 501(c)3 exemption.
 3. The Agency must distribute donated products free of charge for use by the ill, needy or infants (minor children).

C. OPERATIONAL REQUIREMENTS

1. The Agency agrees to support the operation of AFFB by contributing to the “shared maintenance fee” per pound of donated product. The shared maintenance fee helps to maintain Food Bank as a licensed and approved food inspection and warehouse distribution system.
2. The Agency will neither offer sale, sell, transfer, nor barter the donated product in exchange for money, other properties, or services. Nor will the agency use Food Bank items for fund raising purposes. The Agency also agrees not to transfer any items acquired from AFFB to any other organization.
3. The Agency agrees to adhere to any additional donor stipulations that may be required.
4. The Agency shall keep appropriate records which accurately reflect the total amount of donated product received and distributed (or used) and outline the Agency's procedure for determining that the recipients of the product are ill, needy, or infants (minor children). All such records must be made available upon request to AFFB representative. The Agency does not need to keep specific record of individual amounts distributed to specific recipients.
5. The Agency will use the network-wide computerized record keeping system, *Link2Feed*, to track client usage of food programs. This may require gathering personal information from clients in order to help determine whether they are eligible for food or other forms of assistance, as well as compile summary demographic data that can be used to obtain funding from donors to better assist clients.
 - a. The Agency and its representatives will respect participants' privacy, and treat personal information that they voluntarily provide as confidential. Confidential information must not be disclosed without prior consent of the individual and All Faiths Food Bank, and disclosure is limited to persons directly connected with the administration of the program.
6. The Agency agrees to have established and regular hours for food distribution.

D. FOOD SAFETY

1. The Agency must have a system for securing donated product received and have adequate refrigeration/freezer space and dry storage to ensure the safety and wholesomeness of donated

product until used and/or distributed. Measures taken to secure donated product and maintain its integrity will include, but are not limited to:

- Keeping donated product distinct from that of other programs, staff and/or personal use;
 - Restricting access to storage areas with lockup capacity;
 - Storing food off the ground, in a cool, dry area protected from danger of freezing or extreme heat;
 - Storing grains, cereals, etc. in such a way as to protect from rodent problems, and;
 - Keeping thermometers in every freezer/cooler and maintaining temperature logs regularly (at minimum weekly) and retaining them for at least three years.
2. The Agency agrees to establish a pest control account with quarterly treatments and as needed, or may conduct its own in-house treatment using the required AFFB pest control log.
 3. The Agency agrees to meet any applicable local, state, and federal health and safety requirements regarding the safe and proper handling of donated food.
 4. The Agency will ensure program staff and volunteers are trained properly in hygiene, safe handling of food, and dealing with the public in a professional manner.
 5. The Agency will guarantee to have at least one staff member or regular volunteer designated as responsible for the safe storage, handling, and preparation of food and certified in food safety. Proof of certification from a qualified, professional food safety training agency is required.

E. SERVICE REQUIREMENTS

The Agency will ensure the fair distribution of food while maintaining the civil rights and dignity of recipients by agreeing to the following standards:

1. The Agency will treat recipient applications and written records as confidential material, keeping all intake cards and sign-in sheets on-site in a locked and secure area or password protected on a computer.
2. The Agency will be open publically to eligible recipients; eligible staff, volunteers, congregational members, or any other subgroup of recipients shall not be given priority of exclusive rights over the distribution of donated product.

For example: Churches may not use food acquired from the All Faiths Food Bank to feed only members and/or attendees for their own congregations. Churches must demonstrate, and document if requested, their willingness to serve people from outside their own congregations.

3. Recipients must not be required to attend a religious or political meeting or to make a statement of faith, non-faith or pledge membership, or to attend any religious or political meeting before, during, after, or in exchange for product.
4. The Agency agrees to treat recipients with respect and dignity.

5. Product acquired from AFFB for the purpose agreed upon in the Member Agency Application, may not be used for any other programs.

For example, if the Agency applies for membership as a Food Pantry, the Agency may not use the food for other programs including but not limited to, soup kitchens/meal programs, day care programs, retreats, Sunday school, convents, Bible studies, church fellowship functions, appreciation banquets, fundraisers, or any other institutional uses.

6. The Agency will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military or status as protected veteran.

Section 2 MONITORING

The Agency monitoring process serves to ensure compliance with state and federal laws, as well as the Agreement. Food Bank representatives will meet regularly with Agencies to periodically evaluate AFFB and Agency relationship and to promote Agency best practices. Monitoring may be done by on-site visits and/or oral or written communications.

1. The Agency agrees to a preliminary on-site visit by a Food Bank representative during the application process.
2. The Agency agrees to allow AFFB to monitor regularly at least once every two years, or more often at AFFB's discretion.
3. The Agency will allow AFFB to monitor the Agency at its own discretion, announced or unannounced. *Unannounced monitoring visits will only be conducted during the posted operating hours of the Agency. Food Bank staff will strive to work with Agency staff or volunteers to arrange an agreed upon appointment to meet.*

Section 3 NON-COMPLIANCE POLICIES

A. PROBATION POLICY AND PROCEDURES

The Agency may be placed on probation for a period not to exceed three months if found to be in violation of the Agreement or state or federal law. Notification of probation will be in writing. The Agency Relations Manager will provide recommendations, based on their investigation to the COO, who has the authority to place member agencies on probation.

The purpose of this probationary period is to place an Agency on notice to bring its program into compliance, or face suspension. During the probationary period, the Agency retains all the rights and privileges of its membership. If the violation is not rectified by the end of the probationary period, the COO has the authority

to extend the probationary period or to recommend suspension of the Agency. The Agency's probationary status terminates when the Agency rectifies the violation to the satisfaction of the COO.

The Agency may be put on Probation for the following reasons:

- The Agency is persistently delinquent in payment of invoices.
- There is improper storage, refrigeration, or transportation of product.
- There is inadequate recordkeeping as required by the Agreement.
- The Agency is in violation of any applicable state or local statute, ordinance, code or regulation.
- The Agency is not open to the public and is found distributing donated product to unqualified recipients or exclusive groups such as clubs, sports teams, or church congregations.
- The Agency Relations team is unable to monitor the Agency because the Agency is not open or does not respond promptly to attempts to schedule an appointment.
- There is no visual accountability to indicate to Food Bank personnel how the Agency operates in serving the ill, needy, or infants (minor children).
- Agency director or staff fail to communicate or respond to AFFB in a timely manner.
- Any other reason found by the Agency Relations team that violates the spirit of the Agreement.

B. SUSPENSION POLICY AND PROCEDURES

A member agency may be suspended without first being placed on probation if it is found to have one or more violations. A member agency also may be placed on suspension if probation violations are not rectified by the end of the probationary period or if another violation has emerged during the same probationary period. Finally, a member agency will be suspended if placed on probation more than twice during any twelve month period. Suspension notification will be in writing.

Upon suspension, an agency loses its rights and privileges of membership including access to donated product. The agency's suspension terminates when the Agency rectifies the violation(s) to the satisfaction of the COO. This may include a monitoring visit from a Food Bank representative prior to any reinstatement decision. The final decision regarding reinstatement will be that of the COO and will be provided in writing.

Member agencies may be suspended for any of the following violations:

- Exchanging donated product for money, property or services.
- Removal of donated product from Agency for private use.
- Using donated product in a manner that is not related to the exempt purposes described in section 170(e)3 of the Internal Revenue Code and violating AFFB's and Agency's 501(c)3 status.
- Failure to make good any insufficient funds along with the payment of any additional bank fees.
- Disregard of warehouse use and ordering policies, e.g., disregarding quantity limitations, regularly adjusting delivery and/or orders after deadlines, etc.
- Staff or volunteers of the Agency display blatant disregard or disrespect for Food Bank policies and/or Food Bank staff and/or other Agencies.
- Violations of food safety standards.
- Any other gross violations of the Agreement or state or federal law.

C. TERMINATION POLICY AND PROCEDURES

This Agreement may be terminated as follows:

1. AFFB or the Agency may terminate this Agreement by providing written notice of such a decision by its Board of Directors at least thirty calendar days prior to the effective date of such termination.
2. AFFB may terminate this Agreement if, after the Agency has been placed on probation or suspension as defined above, and the violations leading to probation or suspension have not been rectified.
3. Changes to the law, or Feeding America or Food Bank policy eliminate the eligibility of the Agency.

All Faiths Food Bank reserves the right to alter or change the Non-Compliance Policies as it deems necessary and has the obligation to notify agencies of those changes. Notification by email, phone calls and/or written letters will be considered sufficient notice.

D. GRIEVANCE PROCEDURE

Agencies may voice concerns or appeal any decisions made by Food Bank personnel. Place your concerns in writing and send to the Agency Relations Manager or COO: All Faiths Food Bank, 8171 Blaikie Court Sarasota, FL 34240. Appeals will be heard by either the COO or CEO.

**Section 4
AGENCY RELEASE**

AFFB, original donor, and Feeding America specifically disclaim any warranties or representations, expressed or implied, as to the purity or fitness for consumption of all donated items.

Whereas AFFB has offered to solicit, maintain, and provide certain foods and related items as available to the Agency, the Agency hereby warrants, represents, and guarantees as follows:

1. All donated product is accepted by the Agency in "as is" condition
2. The Agency hereby accepts full responsibility for the purity and fitness for consumption of all donated product accepted.
3. The Agency will serve the donated product as soon as possible.
4. The Agency hereby warrants and guarantees to indemnify, defend and hold AFFB, Feeding America; and the original donor harmless from all liabilities, claims, losses, causes of action, suits at law or in equity or any other obligation whatsoever arising out of, or attributed to, any action by the Agency in connection with its storage and/or use of the donated product supplied to it by AFFB.

In witness of their intention to be legally bound by the terms and conditions of this Agreement, and to work together toward the common goals, and in accordance with our mission, AFFB and the agency have signed this Agreement.

_____ All Faiths Food Bank

_____ Name of Agency

_____ Sandra Frank, Chief Executive Officer Date

_____ Agency Executive Director Date