



Ozarks Food Harvest

Agency Membership and Release Agreement

The purpose of this agreement is to define the specific membership requirements of a Member Agency to receive and distribute donated products from Ozarks Food Harvest, an affiliate of Feeding America.

The Member Agency agrees to the following provisions:

1. The Agency is either a non-profit organization exempt from federal tax under Section **501(c)(3)** of the Internal Revenue Code or is a church/religious organization that meets the IRS requirements to be recognized as a "church". Church/religious organizations will be required to complete a Church Qualifier Form.
2. The non-profit Agency is **Incorporated** by the State of Missouri under Chapter 355 RSMo, and remains in good standing by filing the required annual report.
3. The Agency agrees to meet the IRS eligibility requirements for the receipt, transfer, and use of donated products (food and non-food) under section **170(e)(3)** of the IRS code.
4. The Agency will use the products only as related to its tax-exempt purpose and solely for the feeding and/or care of the **ill, needy, or infants and children**, with primary beneficiaries of services being the needy.
5. Products may not be used for prizes, gifts, fundraising activities, church dinners, or other similar events.
6. Products shall not be given to, or used by, staff or volunteers for personal use. **Staff or volunteers must meet same eligibility requirements of other clients to receive products.**
7. The Agency, its employees, volunteers, and clients will not sell, trade, barter, or transfer the products supplied regardless of the method they received the donated product (i.e. directly from the Food Bank, through the store donation pick-up program, excess mobile pantry product, etc.) Product will not be exchanged for money, other property or services, or otherwise allowed to re-enter the commercial marketplace.
8. Products may not be transferred to other agencies or organizations. An exception to sharing of product may occur during emergency status but will be determined by the Food Bank.
9. The Agency will provide and post **written guidelines** to determine client eligibility for service. Client personal information and participation in agency services must be kept confidential. The Agency will post a sign indicating the presence of the food program and the days and hours of operation. This sign must be clearly visible to the general public. Agencies that only serve specific populations (i.e. domestic violence centers, group homes, etc.) are exempt from this requirement.

10. All key staff and volunteers must receive **Civil Rights** training, either with the Food Bank or through the Agency. At least one Agency representative must participate in the annual Civil Rights training provided by the Food Bank. Agencies will not discriminate 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 a protected veteran. Documentation of Civil Rights training for all trained staff must be kept on file by the agency.
11. An Agency must not require any individual to attend a religious or political meeting, make a statement of faith or non-faith, pledge membership or attendance to any religious or political organization before, during or after being served.
12. The Agency must contact the Food Bank before soliciting food from major donors, manufacturers, processors, distributors, brokers, wholesalers, etc. The Agency agrees to adhere to additional donor stipulations.
13. The Agency affirms that the original donor, the Food Bank, and Feeding America are released from any liabilities resulting from the donated goods; are held harmless from any claims or obligations in regard to the Agency or the donated goods, and offer no express warranties in relation to the gift of goods.
14. The Agency acknowledges that receipt of product is a donation and not the result of any sales transactions; as such, the Agency acknowledges no express or implied warranties have been given to the nature and condition of the products. All products are accepted in "as is" condition.
15. The Agency will notify the Food Bank whenever it receives notice of any liability claim with respect to food or any report of illness which may have been caused by food provided by the Food Bank. The Agency will inspect the food as soon after receipt as practicable to determine whether the food is fit for human consumption. The Agency will report any unfit food to the Food Bank and will then be instructed to immediately destroy, discard, or hold these products for testing or retrieval.
16. The Agency agrees to safely and properly handle the donated goods, which conforms to all Local, State and Federal Regulations. The Agency also agrees to comply with all laws and ordinances concerning the storage, preparation and distribution of food including, but not limited to, building and health certifications as required by local, state, and federal authorities.
17. The Agency will ensure that a **minimum of two (2) staff members** be food safety certified at all times. Certification is available through the Food Bank at no charge, or through outside sources at agency's cost. If training takes place outside the Food Bank, the agency must provide proof of certification.
18. The Agency will only request and receive food in amounts it can safely and securely store, distribute, and otherwise use in a reasonable time frame.
19. Agency must include ongoing **pest control management system**. *Additional food safety requirements for storage and handling are presented at the initial monitoring for membership.*
20. **Repackaging** of any food is forbidden, unless under the specification and certification of the local or state board of health.
21. In case of a **food recall**, The Agency must maintain an adequate inventory control system to insure that product can be accurately tracked from initial receipt to the end client, as well as determine the quantities of product in storage.

22. The Agency will provide its own transportation to pick up products, unless otherwise arranged. The Agency will assign one or more staff or volunteers to receive and unload donations at the Agency site. *Additional ordering and pickup/delivery requirements are listed in the Online Ordering Manual and the Delivery Agreement.*
23. The Agency is required to order products at least once per quarter (every three months) to maintain active membership. If a prior Agency wishes to reactivate, the Agency agrees to complete the application process prior to being reinstated and new membership fees will apply.
24. The Agency agrees to pay any applicable **Shared Maintenance and/or delivery fees** as assessed by guidelines set forth by the Food Bank and Feeding America. If the Agency purchases non-donated product, extra charges and costs associated with that product may apply. Payment is required within 30 days.
25. After **60 days**, an account becomes past due and will be suspended until the balance is paid in full. Agency accounts suspended for critical violations may be held to a 30 day suspension.
26. The Agency must notify the Food Bank of any pertinent information concerning the agency's food distribution program. This includes any changes in agency staff, board members, location, hours of distribution, tax-exempt status, or program closure. The Agency agrees to provide up-to-date contact information, including phone, email, and fax and to respond to requests for information in a timely manner.
27. The Agency must provide the Food Bank with **monthly reports** by the required due date, in addition to maintaining copies of all invoices, related client records, financial paperwork and reports for a minimum of four years.
28. Agency representatives will be required to attend orientation sessions and training for specific program participation. Educational materials provided must be kept on site for reference.
29. Agency must send at least one representative to a Food Bank sponsored meeting or conference.
30. The Agency must allow **site visits** by a Food Bank representative to monitor the Agency use, storage, and distribution practices. At a minimum, visits will be conducted once every two years and may be without advance notice. After a visit, the Agency will receive a report and be given 30 days to correct any issues or findings. Suspension or inactivation may result.
31. The Food Bank will occasionally request an Agency to participate in some form of advocacy, which aims to influence public-policy and decisions about how resources are allocated within our service area. These actions may range from lobbying a legislator in person, signing a petition, making a call, or participating in a national Hunger Study. As a member Agency we request your organization make reasonable efforts to participate in the advocacy that is requested.
32. The Agency will be required to identify itself as a partner of Ozarks Food Harvest, using the phrase "a Partner of Ozarks Food Harvest" and/or the Ozarks Food Harvest logo on pertinent materials, e.g. annual reports, newsletters, promotional brochures, e-blasts, and websites.
33. In the case of suspension or termination, the Agency must return any product or equipment previously received from the Food Bank.
34. **Suspension** of an Agency can take place immediately without written notice even while issues are being investigated. Termination by either party, with or without cause must be by written notice at least fifteen (15) days prior to termination.

35. The Agency agrees that it will abide by the policies, procedures and record-keeping requirements of Ozarks Food Harvest. Any violation of the requirements listed here shall be considered a violation of this agreement, and may constitute grounds for suspension or termination of Agency membership. This agreement shall be considered permanent, with amendments made as necessary.