

## Member Agency Agreement July 1<sup>st</sup>, 2019 – June 30<sup>th</sup>, 2020

In partnering with Chester County Food Bank (CCFB), the approved Member Agency then becomes part of a countywide affiliation with Chester County's only food bank. In signing this agreement, CCFB and its Member Agency agree to work together to maintain a positive partnership with the mission of ensuring access to real, healthy food.

Chester County Food Bank and the Member Agency:

\_\_\_\_\_ [*Member Agency Name*], agrees to the following terms and conditions by which CCFB will provide food, inspected under strict guidelines, to the above-noted member agency which, in turn, will use the food in programs serving food-insecure community members.

### Organization Criteria

1. Only authorized agencies may qualify to be a Member Agency with CCFB. Authorized Member Agencies include but are not limited to churches, social service organizations, licensed non-profits, senior centers, group homes, shelters, schools, and soup kitchens.
2. Member Agency must be an organization or agency serving those in Chester County experiencing food insecurity. Feeding programs, soup kitchens, and meal sites must ensure that a majority (more than 51%) of its participants are food insecure.
3. In accordance with Federal Civil Rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA.
4. A Member Agency not participating in USDA funded programs are also prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.
5. All agencies distributing TEFAP and SFPP food must complete annual civil rights training and maintain updated civil rights folder on-site at all times.

6. Member Agency must not require participants to attend a religious meeting nor require participants to make statements of faith, nor perform a service to receive food services.
7. Member Agency must report quarterly all people served with the CCFB food, using appropriate Quarterly Report Forms.

### **Member Agency Requirements**

1. Member Agency (a) serves food directly to its participants as meals consumed on-site, (b) provides supplemental food, and/or (c) offers a food distribution program.
2. Member Agency must not sell, barter, or exchange food product directly or gain a profit by a charge for meals. Food must be given to participants free of charge, with absolutely no conditions levied or implied.
3. Member Agency must comply with the CCFB's guidelines included in the CCFB's "Member Agency Handbook".
4. Member Agency representative must attend all "Food Provider Quarterly Meetings" (January, April, July, and October). If lead representative is unavailable a surrogate must attend.
5. Pantries and soup kitchens must have a sign, listing days and hours of the food program operation, posted outside of the building, visible to participants and the community.
6. Member Agencies must have appropriate participant information and program guidelines posted.
7. Although CCFB does not determine the hours of operation of its Member Agencies, CCFB expects that the agency will open a minimum of once a month.
8. Member Agency must notify CCFB if the program changes physical location, main personnel or undergoes any significant changes in the nature and/or character of its services. Information must be reported using the Agency Information Change Form, found in the CCFB's "Member Agency Handbook".
9. Member Agency must prioritize the distribution of real, healthy food.
10. Member Agency must maintain current liability insurance naming "Chester County Food Bank, its officers, boards, agents, employees, and volunteers and Chester County Department of Human Services as additionally named insureds" documented through a Certificate of Insurance on file with Chester County Food Bank and Chester County Department of Human Services.

11. Member Agency agrees to indemnify and hold harmless the Lead Agency, the County Commissioners, the Chester County Food Bank, the Pennsylvania Department of Agriculture, their respective officers and agents against all suits and judgments for damages from improper distribution, personal injury, death or damage to real or tangible personal property arising out of or connected with activities performed under this agreement and caused by Agency's negligent or wrongful acts.

### **Reporting and Record Keeping**

1. Member Agency must keep copies of food distribution sign-in sheets.
2. Member Agency must keep a copy of CCFB Member Agency Handbook and Agreement on-site at all times.
3. Member Agency must keep a copy of Grocers Against Hunger manual and agreement on-site at all times when applicable.
4. Member Agency must keep accurate records of duplicated and unduplicated individuals served on a quarterly basis. Food Pantries must provide the number of households and individuals served per quarter. Meal programs (soup kitchens and shelters) should report the number of meals served per quarter.
5. TEFAP and SFPP Quarterly reports are due by the 15<sup>th</sup> of each month following the end of a quarter (January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup>). If Member Agency fails in reporting TEFAP and SFPP people served by the 15<sup>th</sup> of each quarter, food will be withheld for 30 days or until report is delivered.

### **Monitoring and Inspection**

1. Member Agency must allow a CCFB representative to monitor the program, check records, and inspect the facility with or without prior notification.
2. Member Agency must allow a USDA and or PDA representative to monitor the program, check records, and inspect the facility with or without prior notification.

### **Food Safety Guidelines**

1. The Member Agency must meet safe food storage and handling standards based on CCFB recommendations and requirements of the local Health Department.
2. Member Agency must have adequate refrigeration and storage space for the service it provides.
3. Freezer and refrigeration logs must be maintained on-site at all times.
4. Food must be stored and distributed at least 6 inches from the floor and 4 inches away from walls.
5. Member Agency must agree to safe and proper handling of donated goods, which conforms to the compliance standards of CCFB, State, and Federal regulations.
6. Member Agency must be licensed as a food service establishment according to the service it provides.
7. If a meal program, the facility must be inspected by the local Health Department with a passing grade.
8. At least one person at the agency must hold a current food manager/food handler license or ServSafe Training for Food Banking certificate.
9. The area where product is stored must be free of pests and standing water.
10. Member Agency must provide CCFB with name of pest control inspection company and date of last treatment visit.
11. Member Agency representative must take and pass the ServSafe Food Handler Training for Food Banking certification or provide a current food manager/food handler license to CCFB.

### **Fiscal Management and Accountability**

1. Member Agency must establish an Emergency Contingency Plan for operations should the agency need to close.
2. Member Agency must establish a Succession Plan of operations should the lead personnel no longer be able to fulfill their duties.

## SECTION EXCLUSIVE TO FOOD PANTRY PROGRAMS

### Member Agency Program Requirements

1. Member Agency is encouraged to move to a participant choice model.
2. Member Agency is encouraged to display recipes and other nutrition education materials during food distributions.
3. Member Agency is encouraged to promote and distribute more fresh produce and whole grains.
4. Member Agency is encouraged to host Taste it Food Demonstrations during food distributions to highlight real, healthy foods.

**I have read, understand, and agree with the terms outlined in this agreement.**

#### Member Agency Representative

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### CCFB Representative

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_