

Member Agency Agreement July 1st, 2022 – June 30th, 2023

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 of Chester County Food Bank, 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 assistance.

Member Agency Requirements

1. Member Agency must comply with CCFB's guidelines included in CCFB's "Member Agency Handbook," and always keep a copy of the CCFB Member Agency Handbook and the Member Agency Agreement on-site.
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 report monthly all people served with the CCFB food, using appropriate Monthly Statistics Report Forms provided by CCFB.
4. Member Agency must keep accurate records of duplicated and unduplicated individuals served on a monthly basis. Food Pantries must provide the number of households and individuals served per month. Meal programs (soup kitchens and shelters) should report the number of meals served per month.
5. CCFB Monthly Statistics Reports are due by the 5th of each month.
6. Food 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. 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.
7. Member Agencies must have appropriate participant information and program guidelines posted
8. Member Agency representative must attend all "Food Provider Quarterly Meetings." If the lead representative is unavailable, a surrogate must attend.
9. A 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 CCFB's "Member Agency Handbook".

10. Member Agency must prioritize the distribution of real, healthy food.
11. 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.
12. A Member Agency must agree to indemnify and hold harmless the Lead Agency, the County Commissioners, 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.

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 at least once per year. CCFB will work with agencies to visit during convenient times for pantry personnel during each fiscal year, but if there is a reason for an unannounced visit (i.e. client complaint, health department complaint), CCFB has the right to inspect an agency 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 Chester County Health Department. Regular compliance visits will be conducted by CCFB Staff.
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 at least 6 inches from the floor, 4 inches away from walls, and 12 inches from the ceiling.
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 Chester County 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 the name of the pest control inspection company and date of last treatment visit.

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.
3. Member Agency is encouraged to move to a participant choice model and will be supported by CCFB staff to implement the appropriate participant choice model.
4. Member Agency is encouraged to display recipes and other nutrition education materials during food distributions which can be accessed through Chester County Food Bank's website and recipe page.
5. Member Agency is encouraged to promote and distribute more fresh produce and whole grains and will be supported by CCFB in this effort through Capacity Building Grant opportunities.
6. Member Agency is encouraged to host food preparation demonstrations during food distribution hours to highlight real, healthy foods and encourage participants to take home the highlighted foods.

(Signature Page Follows)

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: Catie Hargraves
Signature: _____
Title: Director of Agency Relations and Distribution
Date: _____