



Agency Agreement

Parent Agency: _____ Date: _____

Agency: _____ Agency#: _____

City: _____ Zip: _____

Agency Phone: _____

Primary Contact: _____

Contact Phone: _____

Contact Email: _____

The above-named agency agrees to and will comply with the following requirements of Connecticut Food Bank ("CFB").

1. The agency must be incorporated for the purpose of serving the ill, needy or infants (minor children) and have an ongoing program (operative for at least two months) of food distribution.
2. The agency must have a 501(c)(3) non-profit status with the IRS and provide proof that it is still in effect. The Foundation Status Classification must be as a publicly supported organization and not as a private foundation. If you are a certified member of a larger diocese (such as the Catholic, Baptist, etc), then you can send a copy of their blanket 501(c)(3) and a listing of your church in the church membership directory.
3. The agency packet must be fully completed and a site visit made before the agency will be approved for membership. The agency must have on file at CFB the following forms:
 - a. Application Form
 - b. Copy of 501(c)(3) tax exempt status from the IRS
 - c. A list of the Board of Directors
 - d. Copy of the agency operating budget that includes the program
4. And the following signed agreements:
 - a. Agency Agreement
 - b. Probation/Suspension/Termination Policy
 - c. Agency Exchange Restriction
 - d. Religious Group Qualifier Form
5. No product received by an agency of CFB will ever be sold, offered for sale, transferred or bartered for money and/or other properties or services, nor will the products be used in "thank you bags" or awarded as prizes in any agency function. Product may not be transferred to another agency. It must be used by the same agency that obtained it from CFB or returned immediately if it cannot be used or is inedible. All products must be distributed to qualified individuals who are ill, needy, or infants (minor children).

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6. Any agency that utilizes contribution canisters, envelopes or similar means of allowing clients to contribute to their donated product distribution program must do so in such a way that **all** contributions are **truly voluntary** and can be made in a completely anonymous way.
7. The agency must agree to follow any and all restrictions placed on product from CFB or the original donor. **It must have a record-keeping system tracking the use of the product received and the people served.** Invoices need to be kept for at least one year. The agency must also have adequate transportation to pick up product at CFB.
8. All required reporting will be submitted by the due date assigned. If a report is not received by the due date, shopping privileges can be suspended until the report is received. Reports include but are not limited to:
 - a. **Monthly Statistics Report-** Each agency is required to turn in this report, even if it has not received food from CFB during the reporting period. It is due by the **15th** day of the month following month end.
9. The agency must agree to the safe and proper handling of donated goods, which conforms to all local, state and Federal regulations. At least one staff person/volunteer will have food safety training or a recognized food safety certificate. The agency must have an adequate storage area for the product that meets health department requirements. This includes dry, frozen and refrigerated storage. The storage area must be kept clean at all times. The food needs to be distributed in a First- In/First-Out (FIFO) system- new food will be placed behind the older food so it is rotated and the older food doesn't keep getting pushed to the back. The food needs to be inspected to be sure it is in good condition for distribution.
10. No food can be stored at an off-site location without notifying CFB. The Member Services Department staff needs to inspect any and ALL locations that will house food obtained from CFB. Programs cannot store or distribute from a residence.
11. The agency must be willing and able to pay the shared maintenance costs for products they obtain from CFB at a cost no higher than \$.16. CFB reserves the right to make any necessary changes in the shared contribution system. **All payments sent to CFB must be on a check issued from the 501(c)(3) agency/church.**
12. The agency must agree not to repackage any items received from CFB unless proper food handling and labeling requirements are met when repackaging any of these items.
13. The agency must be open to inspections at any time by authorized personnel from CFB. This monitoring may be conducted without prior notification and will take place at least once per year. Recommendations or problems found need to be implemented, corrected or resolved within a reasonable time frame determined by CFB. **Violations may result in immediate termination of this contract.**
14. If required to operate, the agency must provide copies of current health department inspections, licenses, and/or proof of meeting local housing requirements.
15. The agency must agree to contact CFB immediately with any report of damaged, lost or stolen product.

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16. The agency must inform CFB of any changes within the agency with regards to names, addresses, telephone numbers, staff, services provided and any other pertinent information.
17. CFB needs to be notified in writing if your agency will be closed for over 60 days for whatever reason. The agency may then need to be revisited.
18. Each agency is allowed three (3) authorized shoppers per program. CFB needs to be notified in writing who those shoppers will be and each shopper **MUST** attend an orientation. It is the agency's responsibility to notify CFB in writing if there are changes in the shoppers. If we are not notified and a person shops, the agency is responsible for that invoice.
19. The agency must agree to obtain food from only one Food Bank and notify CT Food Bank of changes in distribution information.
20. If two or more programs are offered by an agency, the food from those different programs must be carefully recorded and kept track of separately, ex: a pantry and soup kitchen need to keep their food separate.
21. The agency should view CFB as a supplemental source of food. There is no guarantee that we will have everything that a program may need.
22. The agency must be active in food procurement through the warehouse shopping area at least on a monthly basis. Twelve months of no activity will subject the agency to termination as a member agency.
23. The agency must adhere to the rules and regulations of CFB, Feeding America and applicable government laws as such rules and regulations may exist from time to time, as well as any additional donor stipulations.
24. All items are accepted in "as is" condition. CFB, Feeding America and the original donor are:
 - Released from any liability resulting from the donated food.
 - Are held harmless from any claims or obligations in regard to the agency or the donated goods.
 - Offer no express warranties in relation to the gift of goods.
25. Both parties enter into this agreement voluntarily. Either party may terminate the agreement simply by so notifying the other party in writing.

Membership Fee

An annual membership of \$25 **per program** will be charged every January 1. Fees will be prorated per month for agencies joining CFB mid-year. (If you have a pantry and soup kitchen, you will pay \$25 each).

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Non-Discrimination:

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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Agencies 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, political affiliation, sexual orientation including gender identity or unfavorable discharge from the military or status as a protected veteran. CFB recognizes that many of its agencies have religious affiliations. No agency, however, may refuse CFB products to clients because of religious beliefs or non-beliefs. Nor may it engage in onerous or discriminatory proselytizing of any nature.

An agency cannot require a recipient to participate in any religious, political or other activity as a requirement for receiving food.

If the agency imposes certain requirements for participation in a residential program or otherwise (for example, by way of a monetary fee or other personal services), the requirement must be reasonable, must not be onerous and must be for the **entire package** of services offered under **the program** and NOT for the products received from CFB.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

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The Connecticut Food Bank is an equal opportunity provider.

I have read and understand all the foregoing requirements and agree to adhere to them completely. Failure to abide by any of these requirements may result in the agency being suspended or terminated from participation with the food bank.

Agency Director

Date

Agency Site Coordinator

Date

Connecticut Food Bank Staff

Date