



Member Agency Contract

Contract Effective Date: _____

Member Agency Name: _____

Agency Physical Address: _____

Agency Mailing Address: _____

Location(s) of Agency Distribution (City and/or County): _____

The Member Agency named above (“the Agency”) desires to be a partner agency of the Blue Ridge Area Food Bank (“BRAFB”) and, in exchange for membership in BRAFB, agrees as follows:

1. Tax Exempt Status and Mission.

(a) At all times, the Agency must be an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The Agency represents that it either (i) possesses an IRS Letter of Determination of 501(c)(3) status for the purpose of distribution of food, or (ii) is a church within the meaning of the Internal Revenue Code. The Agency represents further that it is not a private foundation. As a condition of membership, the Agency will provide to BRAFB a copy of its Letter of Determination or a letter attesting to its status as a church.

(b) The Agency represents that it is incorporated or has a mission to serve needy people.

2. Definition.

The word “food”, as used in this Contract, means any and all products that the Agency receives from BRAFB, including Partner Pick Up or any BRAFB program or partner. Such products may include food, paper products, personal care items, cleaning products, and any other items received as described in the preceding sentence.

3. Food Handling and Distribution.

(a) Public Distributions. The Agency will conduct regularly scheduled distributions of food to needy members of the public at least once per month. Distribution times must be publicized in advance to the general public using, for example: flyers, newspaper notices, signs visible from the public road, or other publicly distributed materials. Changes or updates to distribution days/times need to be communicated to BRAFB immediately and the public must be made aware of distribution changes.

(b) Eligibility. All food must be distributed free-of-charge and without reference to attendance or membership in any church or organization (e.g., church services, rescue mission services or meetings). The Agency will not require, whether implicitly or explicitly, any food recipient to provide payment or services of any kind in exchange for food. The Agency agrees that it has established criteria for determining the eligibility of prospective food recipients and that such criteria is designed to

ensure that all people in need have equitable access to food. The Agency will make such criteria available in writing to BRAFB upon request.

(c) Limitations on Use.

(i) Distribution Limited to People-In-Need. All food must be distributed directly to households and individuals in need.

(ii) Redistribution Strictly Prohibited. The Agency will not sell, barter, or exchange food. The Agency will not provide food to any other group or organization (including another BRAFB agency) on a consistent basis. (See iii—Sub-Distribution, below.) The Agency will not use food for fundraising activity of any kind.

(iii) Sub-Distribution. In the event the Agency periodically has an excess of perishable product from BRAFB and/or Partner Pick-Up sources, the Agency may only give the excess product to another BRAFB member. To sub-distribute food, the Agency is required to 1) inform the BRAFB Partner Engagement Coordinator (PEC) and 2) complete and retain the agency sub-distribution form which can be provided by the PSC. If a member Agency routinely has excess product, BRAFB will work with the Agency to revise the amount of product provided by BRAFB and/or the Partner Pick-Up schedule and assigned retail stores.

The receiving Agency must then either distribute or dispose of the product. The product may not be distributed to a third member Agency out of concern for food safety and handling.

(iv) Agency Staff and Volunteers. Agency staff and/or volunteers may receive food only if they are eligible and, in such event, they must be treated in a manner that does not provide them priority over other recipients.

(v) Donor Stipulations. The Agency agrees further that, if certain food is subject to donor stipulations in addition to the provisions of this contract, the Agency will abide by all such stipulations.

(d) Interruptions in Distribution. If the Agency is closing for more than a one-month period, the Agency must notify BRAFB and provide the plan to notify clients of the closure and what alternative sites are available for clients to visit during the closure.

(e) Storage and Safe Handling.

(i) Food Safety. The Agency and its representatives must review and sign the Food Safety Training Form annually. The Agency will practice proper food safety to promote the safe handling, storage and distribution of food.

(ii) Pest-Free. The Agency will maintain rodent- and insect-free facilities appropriate for the safe and secure storage and handling of food. BRAFB recommends contracting professional pest control services to help maintain rodent and insect-free facilities.

(iii) Climate Control. The Agency will maintain thermometers in all refrigerators (40° or below) and freezers (0° or below) and record temperatures at least three times a week. Temperature logs must be maintained for the then-current fiscal year plus three previous fiscal years. All food storage areas must be temperature controlled and free of leaks.

(iv) Location. All food must be stored a minimum of six inches off the floor and four inches away from the walls and in walk in coolers and freezers.

(v) Health Codes. The Agency must meet all federal, state, county, and local regulations for operating its facility. It is the responsibility of the Agency to contact its local health department and satisfy all applicable government regulations, if any.

(vi) Loss; Damage; Recalls. The Agency must immediately contact BRAFB in case of damage, loss, or theft of food. In the event of a product recall, BRAFB will notify the Agency and the Agency agrees to assist the BRAFB with any investigation or other necessary remedies.

(vii) Rapid Turnaround. All food must be distributed to clients no later than 90 days after the Agency receives it. BRAFB requires the Agency to follow “First In, First Out” distribution process.

4. Food Acquisition

(a) Transportation. The Agency will pick up food from BRAFB facilities and/or other sources at times and locations agreed upon by the Agency and BRAFB. Only Agency representatives who have been trained by BRAFB staff and whose names have been registered with BRAFB will be permitted to acquire food. The Agency must alert BRAFB when there are changes to staff responsible for acquiring food. All food must be transported safely, with tarp covering for open-bed transport and maintained at temperature in accordance with applicable food safety guidelines. BRAFB reserves the right to deny loading if an agency fails to comply with safe transport requirements (covers and temperature control). Delivery of food from BRAFB may be available. If the Agency receives delivery, it will pay delivery fees in accordance with the relevant BRAFB fee schedule. (Exception: There is no charge for delivery containing only USDA commodities and/or Produce.) Agencies participating in the Partner Pick-Up Program, will adhere to the Partner Pick-Up Agreement.

(b) Invoices. The Agency will maintain copies of all BRAFB invoices for the then-current fiscal year. BRAFB will maintain Agency records for 3 years.

(c) As Is Condition. The Agency will accept all food in “as is” condition.

(d) Minimum Activity. The Agency will acquire food directly from BRAFB warehouses at least once every 90 days.

5. Recordkeeping and Reporting.

(a) Types of Data. The Agency will maintain written or electronic records of the total amount of food received and distributed. Food received includes food from BRAFB and the Partner Pick-Up Program. The Agency is required to use Link2Feed to maintain records of client insights and service distribution and agrees to participate in activities including entering and maintaining client data and participating in Link2Feed client surveys.

(b) Reporting. The Agency is required to report the following information to BRAFB:

(i) **Partner Pick-Up**: Partner Pick-Up data is reported through Meal Connect, as specified in the Partner Pick-Up Handbook and Agreement.

(ii) **Client Reporting**: Link2Feed software will satisfy all client level monthly reports for pantry and TEFAP. See TEFAP Link2Feed Agreement for more details on Link2Feed related TEFAP requirements. The Agency should notify the Branch Assistant if no clients were served that month. The Agency agrees to have paper intake forms available in the event of a power disruption and/or loss of internet connection. Information recorded on paper will be entered into the Link2Feed software system when power and/or internet connection is restored. Agencies distributing TEFAP will submit copies of the paper intake forms to BRAFB to ensure that the “hard copy of signature on file” is available for audit purposes.

(iii) **Monthly Inventory Reports (TEFAP only)**: Agencies distributing TEFAP will still need to submit a paper monthly commodities report to the Partner Engagement Coordinator at least quarterly.

(c) Record Retention. The Agency will maintain any copies of paper records in its files for the then-current fiscal year plus three previous fiscal years and make such copies available to BRAFB upon request. With Link2Feed, there are no physical records to retain unless the Agency is using paper forms to collect signatures for TEFAP. If distributing TEFAP commodities, then monthly inventory distributed is required to remain on file for the current year. BRAFB will retain Agency records for 3 years.

6. Membership Fee; Shipping and Handling Fees; Purchase Reimbursement.

To be a member of the BRAFB, in good standing, the Agency will pay an annual membership fee of \$50.00. All fees and purchase reimbursement rates are subject to change. Additionally, the Agency agrees to pay shipping and handling fees of \$.05/pound on *donated* food. *Purchased* food is available to the Agency at a 25% discount on the BRAFB purchase price. BRAFB invoices Agencies at time of delivery or pick-up for food acquired from Purchased inventory, shipping and handling fees on Donated inventory and delivery fees, if appropriate. Payments must be made in a timely fashion via

Agency check. Failure to pay balances that are outstanding for two months will result in suspension of accounts and the Agency will not be allowed to order on Agency Express or participate in Partner Pick-Up until the account is paid in full.

The Agency further agrees to characterize transactions with BRAFB appropriately. Donated food will be provided free to the Agency with a shipping and handling fee, and should be referred to as “donated” in all communications. Terms such as “buy” or “purchase” should be used only to describe the acquisition of food that is actually purchased by BRAFB or the Agency directly.

7. Visits, Trainings, Meetings, and Communication.

(a) Visits. The Agency agrees to allow BRAFB staff to visit the Agency at any reasonable time, announced or unannounced.

(b) Monitoring. At least once per year, BRAFB will visit the Agency for a formal monitoring visit designed to review food safety and handling, client eligibility, recordkeeping, and other practices. If such visits are announced, the Agency will cooperate with BRAFB in a timely fashion to schedule such visits. Agency directors, Partner Pick Up coordinators (if participating in the program) and the person responsible for reporting should plan to be present during scheduled monitoring visits.

(c) Trainings & Meetings. Absent extenuating circumstance, the Agency agrees to attend all mandatory trainings and meetings announced by BRAFB. Such trainings/meetings typically occur once or twice per year. The Agency agrees further to make reasonable efforts to attend optional meetings and networking gatherings sponsored by BRAFB.

(d) Surveys and Listening Sessions. BRAFB *periodically* collects information from Agencies to improve planning and support to Agencies. Agencies agree to respond to surveys and participate in Listening Sessions.

(e) Communication. The Agency must designate at least three people from its organization to serve as BRAFB contacts, including the Agency’s chief executive or pastor, the Agency’s food program coordinator, and a back-up contact person. For each contact person, the Agency will provide BRAFB with a current telephone number, mailing address, and email address. The Agency must notify BRAFB immediately in writing of any changes in contact names, addresses, phone numbers, or changes in services provided (including days and times of distribution) or other relevant information.

8. Member Agency Release

(a). Definition. For purposes of this Release, the “Providers” means BRAFB, Feeding America, and the original donor of any food or other item the Agency receives or acquires by virtue of its membership in BRAFB.

(b). Release and Hold Harmless. By signing below, the Agency releases the Providers from any liability resulting or arising from the food and items that the Agency receives by virtue of the Agency’s

membership in BRAFB. The Agency shall hold the Providers harmless from, and shall indemnify the Providers against, any claims, liabilities, causes of action, or obligations of any kind arising from, regarding, or relating to the Agency or any food or other item received or acquired by virtue of the Agency's membership in BRAFB.

(c). No Warranties. The Agency agrees to accept all food and other items in "as is" condition. The Agency acknowledges that the Providers offer no warranty of any kind, express or otherwise, in relation to any food or other items the Agency receives or acquires by virtue of the Agency's membership in BRAFB.

9. Further Cooperation and Publicity.

The Agency will comply with all additional regulations, stipulations, and/or donor requirements that may arise during the term of this contract, provided that the same are reasonable. The Agency agrees that BRAFB may publicize its partnership with the Agency, list the Agency's address, contact information, and distribution hours on the Food Bank website and in other publications, and otherwise share information with the public relating to the Agency's food distribution efforts. Exception to publicity would include sites, such as shelters, for which publication of location could jeopardize safety of clients. The Agency agrees to include in its publications, website (if applicable) and posting on-site (provided by BRAFB) a statement that the Agency is a partner of, and acquires food from BRAFB.

9. Nondiscrimination.

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

10. Compliance.

If the Agency violates any provision of this Contract or BRAFB policy or procedure, BRAFB may suspend the Agency's access to food (through Agency Express and/or Partner Pick-Up) until such violation is remedied. **If such violation persists after reasonable notice from BRAFB, BRAFB may terminate this contract**, in which case the Agency will immediately return any food in its possession and settle all account fees. Notwithstanding the previous sentence, BRAFB may immediately terminate this contract for any violation relating to tax exempt status, food safety, and/or non-discrimination.

As a partner to the Agency, BRAFB agrees to provide the following:

- a) Procure nutritious foods—USDA and Purchased—from which agencies select for distribution.
- b) Ensure equitable access to food—Purchased, Donated, Partner Pick-Up and USDA (if applicable)—from which agencies select for distribution.
- c) Provide timely support to resolve questions and problems that arise around food procurement, food quality, food safety, billing and invoices, delivery and pick-up.

- d) Share best practice information, training and networking opportunities.
- e) Communicate in a timely way, about issues that are relevant to BRAFB and the Agency and the network.
- f) Provide communications in multiple forms—publication, digital and in-person.
- g) Provide signage identifying the agency as a BRAFB partner
- h) Provide support in building capacity—developing and implementing plans to include: pass through grants for equipment when funds are available; referrals to funding opportunities; assistance for transition to client choice; training; developing budgets and annual plans; volunteer recruitment and retention; succession planning; developing community resource materials and referrals; etc.

Term.

The term of this Contract is twelve months from the Contract Effective Date stated above, at which time this Contract will automatically terminate. Notwithstanding the previous sentence, if the Agency complies strictly with all provisions of this Contract, the Contract will automatically renew for an additional one-year period. Additionally, either the Agency or BRAFB may terminate this Contract at any time by giving the other 30 days written notice.

Authorized Agency Representative:

Signature

Print Name and Title

Date

Blue Ridge Area Food Bank, Inc.:

Director of Partner Engagement

Tyler Herman_____

Print Name and Title

Date