



# AGENCY MEMBERSHIP APPLICATION

REVISED 4/13/2022



Developed from the Agency Membership Handbook  
Approved by the AHRA Board of Trustees August 28, 2006

**HARVEST REGIONAL FOOD BANK  
MEMBER AGENCY APPLICATION**

# Harvest Regional Food Bank Agency Membership Application

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## Harvest Regional Food Bank Agency Membership Application

# INTRODUCTION

Thank you for considering becoming a member agency of the Harvest Regional Food Bank. Several policies, practices, and procedures are required of all Food Bank member agencies. The purpose of this Member Agency Handbook is to describe the requirements and provide information on how to have a successful program.

Harvest Regional Food Bank is dedicated to help eliminate hunger by providing nutritious food to those in need through our network of recipient program. Our recipient programs include pantries, emergency shelters, soup kitchens, day care centers, low-income senior meal programs, after school programs, backpack programs for needy children and multi-service neighborhood programs and shelters. Harvest Regional Food Bank is a not-for-profit organization under Internal Revenue Service Code 501 (c)(3). The Food Bank is a member in good standing of Feeding America – The Nation’s Largest Food Bank Network (formerly America’s Second Harvest), a founding member of the Arkansas Hunger Relief Alliance and a United Way agency.

In order to be a member agency of Harvest Regional Food Bank, your organization must be an established non-profit as defined by the Internal Revenue Service. This means your organization must be a designated 501(c)(3), be wholly owned by an organization with this designation, be sponsored by a 501(c)(3) organization, or qualify for the IRS equivalent for religious organizations. Non 501(c)(3) religious organizations must meet nine (9) of the 14 IRS eligibility requirements. A form describing these requirements is included in this packet.

**Please take the time to carefully read the information and follow the instructions provided.** If you have questions about meeting the non-profit requirement or about the application process, please contact Harvest Regional Food Bank at 870-774-1398.

You are commended for your efforts to help those in need in your community. We look forward to assisting you in your endeavors.

## Harvest Regional Food Bank Agency Membership Application



### AGENCY APPLICATION FEE AGREEMENT

Approved by the Harvest Regional Food Bank Board of Directors

2/15/11

Any application for membership to Harvest Regional Food Bank, Inc. must be accompanied by a check for \$50 drawn on an account held by the sponsoring tax-exempt organization as an application fee. Agencies inquiring about becoming a member may receive the Membership Handbook and Application without paying the fee. However, the fee must be paid upon return of an application and before any visit for food safety and inspection or further processing of the application.

This application fee may be refunded, as a credit on the new agencies account for future orders, at the agency's request, after 4 orders have been received and paid in full. These orders must take place within the first year of membership. Cash refunds will not be provided.

The Executive Director of Harvest Regional Food Bank, Inc. has the discretion to waive the application fee for an agency. This waiver may be due to reasons such as, but not limited to, the agency's location in an underserved community or the agency's prior history of service.

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Signature of Representative

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Date

## **What's Available at the Harvest Regional Food Bank?**

A variety of food and non-food products are available in the Harvest Regional Food Bank warehouse. Examples of the products we distribute are fresh and frozen foods, canned goods, paper products, cereal, beverages and cleaning supplies. Availability depends on what is donated or otherwise procured; therefore, the inventory may vary greatly from week to week.

A member agency of Harvest Regional Food Bank may be eligible to receive products for **ONE or ALL** of the following programs:

- Emergency Food (food pantry that provides groceries, cleaning supplies and personal care items)
- Soup Kitchen/Shelter (cooking or serving meals to walk-in guests on a regular or occasional basis and/or providing temporary, emergency lodging)
- On Site/Residential (cooking or serving meals to a registered clientele, e.g. a day care, detoxification center, half-way house, group home, day activities program, youth or senior program)
- Disaster Relief

If you have questions about what is available at the Harvest Regional Food Bank and how your program might be supported, please contact us at 870-774-1398.

## Harvest Regional Food Bank Agency Membership Application

# MEMBERSHIP APPLICATION PROCESS

Provided below is a step by step process for becoming a member in good standing of the Harvest Regional Food Bank. Please follow this process to ensure that you submit a complete and thorough application packet. The process is divided into three parts:

### **Part 1. Completing and Submitting the Application Packet**

1. Review all membership criteria and indicate agreement to comply by signing and dating the document. (Signer must be a member of the organization and authorized to enter into this agreement).
2. Complete ALL appropriate sections of this application and all applicable attachments. If a section does not apply, please write N/A.
3. Include with this application a photocopy of the IRS letter of determination stating that your agency has 501(c)(3) tax-exempt status.
4. Religious organizations must include either the IRS 501(c)(3) letter OR a letter from the denomination's headquarters stating that your organization is in good standing in that denomination. A church qualifier form, which requires backup documentation, is included in this packet.
5. Return the completed and signed application, signed membership criteria form, tax-exempt status documentation or church qualifier form (and attachments) and authorized personnel form.

### **Part 2. Document Review and Site Visit**

1. Once the packet is received, an evaluation team will review the information provided and determine how Harvest Regional Food Bank can best serve your agency and the community.
2. During the review process, a Harvest Regional Food Bank representative will visit your site, examine program procedures, and attempt to confirm that you can maintain appropriate food storage, handling, record-keeping, and distribution standards, as well as meet all membership criteria.

## Harvest Regional Food Bank Agency Membership Application

# AGENCY APPLICATION CHECKLIST

Please feel free to use this checklist to make sure you have all the documentation needed for your application.

- \_\_\_\_\_ Membership application form completed and signed
- \_\_\_\_\_ Biannual Partner Agency Agreement, completed and signed to indicate the criteria are understood and agreement to comply
- \_\_\_\_\_ Church Qualifier Form, completed, if applicable
- \_\_\_\_\_ Copy of IRS Letter of Determination of Tax-Exempt Status or proper documentation for religious group (letter from denomination or church qualifier form with attachments)
- \_\_\_\_\_ ServSafe Training completed and signed - Any volunteer or staff that handles food or transporting is required to have this training.
- \_\_\_\_\_ ServSafe Quiz completed - Only need one person from your agency to take the quiz.

**Harvest Regional Food Bank Agency Membership Application**

**Date of Application:** \_\_\_\_\_ **501 C3 #:** \_\_\_\_\_

**Eligibility** (Please Check One)

\_\_\_\_NON-PROFIT AGENCY as defined by section 501 (c) (3) of the IRS code for tax-exempt organizations. Attach a copy of the IRS determination letter.

\_\_\_\_CHURCH complete the enclosed 14 point Church Qualifier Form with attached copies

\_\_\_\_SPONSORED BY A 501 (c) (3) ORGANIZATION. Attach 2 documents: (1) a letter from the sponsor’s stating they are letting you use their 501 (c) (3) status for the purpose of operating a food pantry and (2) a copy of the sponsor’s IRS determination letter.

\_\_\_\_CHURCH SPONSORED attach 2 documents: (1) a letter from the church’s pastor that states the church agrees to sponsor your agency food pantry and (2) Church Qualifier Form or a copy of the sponsor’s IRS determination letter.

\*\*\* Sponsors agree to accept full responsibility for the food pantry that you are sponsoring. This includes any and all financial responsibility.

**ORGANIZATIONAL INFORMATION**

**Please provide all information that applies to your program.**

**Name of Organization** \_\_\_\_\_

**Name of Sponsor** (If Required) \_\_\_\_\_

**Name of Food Program** (if different): \_\_\_\_\_

**Mission of Organization:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Organization Mailing Address:** \_\_\_\_\_

\_\_\_\_\_

**Physical Address of Program** (if different from organization address): \_\_\_\_\_

\_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Website Address:** \_\_\_\_\_

\_\_\_\_\_

**Harvest Regional Food Bank Agency Membership Application**

**Name of Agency/Organization Director:** \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Name of Contact Person (if different from Director):** \_\_\_\_\_

Position: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Name of Food Coordinator (if different from above):** \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Billing Contact:** \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Harvest Regional Food Bank Agency Membership Application**

**PROGRAM INFORMATION**

Date Program Established: \_\_\_\_\_

(If your program has not yet begun, please respond with what is planned.)

Types of Service (check **all** that apply and complete **all** applicable sections below):

\_\_\_\_\_ Emergency Food Pantry      \_\_\_\_\_ Soup Kitchen/Shelter      \_\_\_\_\_ On Site/Residential

\_\_\_\_\_ Day Care Program

How do people learn about your services? \_\_\_\_\_

\_\_\_\_\_

What is your total annual budget for food and grocer products? \_\_\_\_\_

**Emergency Food Pantry** (provides groceries, cleaning supplies and personal care items)

• Regular Days and Hours: \_\_\_\_\_

• Are referrals required: \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please list agencies: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

• Are appointments required? \_\_\_\_\_ Yes \_\_\_\_\_ No

• Who should people call for help?

Name \_\_\_\_\_

Phone Number \_\_\_\_\_ When (Hours/Days) \_\_\_\_\_

• Which items do you distribute? (Check all that apply.)

\_\_\_\_\_ Dry Goods (canned food, boxed foods, bottles)      \_\_\_\_\_ Dairy products

\_\_\_\_\_ Fresh fruits/vegetables      \_\_\_\_\_ Non-food items (soap, tissues, hygiene, etc.)

• How many people do you serve each month? \_\_\_\_\_

• Do you provide delivery to clients? (if so, please describe) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## Harvest Regional Food Bank Agency Membership Application

- Are people that are receiving food (check all that apply):
  - \_\_\_ asked to donate?                      \_\_\_ required to attend services?
  - \_\_\_ required to work?                      \_\_\_ required to provide any other participation  
or service to get food?
- List eligibility requirements for individuals to receive donation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- How often may an individual receive food? \_\_\_\_\_
- What geographic area(s) does the program serve? \_\_\_\_\_  
\_\_\_\_\_
- What are the funding sources for this program? \_\_\_\_\_  
\_\_\_\_\_

**Soup Kitchen/Shelter** (cooking or serving meals to *walk-in guests* on a regular or occasional basis and/or providing temporary, emergency lodging)

- What days and times are meals served? \_\_\_\_\_
- What meals are served? \_\_\_\_\_
- Describe people who are served? \_\_\_\_\_
- How many people are served at the average meal? \_\_\_\_\_
- Are any of the meals catered? \_\_\_ Yes \_\_\_ No  
If yes, by whom? \_\_\_\_\_
- List names of staff who work with food: \_\_\_\_\_  
\_\_\_\_\_
- Do you have a health certificate from the local Department of Health?  
\_\_\_ Yes \_\_\_ No
- List eligibility requirements for people who are served: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Who should people call for help?  
Name \_\_\_\_\_  
Phone Number \_\_\_\_\_ When (Hours/Days) \_\_\_\_\_

## Harvest Regional Food Bank Agency Membership Application

After hours emergency contact? \_\_\_\_\_

- Are people who receive services required to or asked to make donations, attend religious services, or work? \_\_\_\_\_ Yes \_\_\_\_\_ No
- What are the funding sources for this program? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**On Site/Residential/Kids Cafe** (cooking or serving meals to a *registered clientele*, e.g., detoxification center, half-way house, group home, day activities program, youth or senior program)

- Type of program (see list above): \_\_\_\_\_

\_\_\_\_\_

- Number of people in program: \_\_\_\_\_ Number of staff: \_\_\_\_\_

- Days and times of operation: \_\_\_\_\_

- Meals Served (check all that apply):

\_\_\_\_\_ Breakfast

\_\_\_\_\_ Snack

\_\_\_\_\_ Lunch

\_\_\_\_\_ Dinner

\_\_\_\_\_ Occasional party

- Licenses and numbers:

\_\_\_\_\_ Arkansas Department of Health & Human Services

\_\_\_\_\_ Division of Children & Families

\_\_\_\_\_ Food Service License

\_\_\_\_\_ Other - Please specify: \_\_\_\_\_

- Are any meals catered? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, which ones? \_\_\_\_\_

- What is the tuition or program fee? \_\_\_\_\_

- What are the funding sources for this program? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## Harvest Regional Food Bank Agency Membership Application

**Day Care Program** (serving meals and or snacks to either children or adults enrolled in day care program)

- Type of program (see list above): \_\_\_\_\_  
\_\_\_\_\_
  - Number of people in program: \_\_\_\_\_ Number of staff: \_\_\_\_\_
  - Days and times of operation: \_\_\_\_\_
  - Meals Served (check all that apply):
    - \_\_\_\_\_ Breakfast
    - \_\_\_\_\_ Dinner
    - \_\_\_\_\_ Snack
    - \_\_\_\_\_ Occasional party
    - \_\_\_\_\_ Lunch
- Licenses and numbers:
- \_\_\_\_\_ Arkansas Department of Health & Human Services
  - \_\_\_\_\_ Division of Children & Families
  - \_\_\_\_\_ Food Service License
  - \_\_\_\_\_ Other - Please specify: \_\_\_\_\_
- What is the tuition or program fee? \_\_\_\_\_
  - What geographic area(s) does the program serve? \_\_\_\_\_  
\_\_\_\_\_
  - What are the funding sources for this program? \_\_\_\_\_  
\_\_\_\_\_

*If any of the above programs are already in operation, please provide the following information. If the program is not yet underway, please indicate anticipated numbers.*

Type of population served:

\_\_\_\_\_ Transient                      \_\_\_\_\_ Youth  
\_\_\_\_\_ Elderly                              \_\_\_\_\_ Other (describe) \_\_\_\_\_  
\_\_\_\_\_ Residential                              \_\_\_\_\_

Number of unduplicated households served:

\_\_\_\_\_ Daily  
\_\_\_\_\_ Weekly  
\_\_\_\_\_ Monthly  
\_\_\_\_\_ Annually

Number of duplicated households served:

\_\_\_\_\_ Daily  
\_\_\_\_\_ Weekly  
\_\_\_\_\_ Monthly  
\_\_\_\_\_ Annually

**Harvest Regional Food Bank Agency Membership Application**

Number of <u>unduplicated</u> individuals served:	Number of <u>duplicated</u> individuals served:
____ Daily	____ Daily
____ Weekly	____ Weekly
____ Monthly	____ Monthly
____ Annually	____ Annually

**Physical Facilities Information**

Are you able to close, lock, and secure the area where the food and products are stored?  
\_\_\_\_ Yes    \_\_\_\_ No

Storage Capacity:  
Cubic feet refrigerated    \_\_\_\_\_  
Cubic feet frozen    \_\_\_\_\_  
Square feet dry storage    \_\_\_\_\_

Do you have a walk-in: \_\_\_\_\_ freezer    \_\_\_\_\_ refrigerator    \_\_\_\_\_ cooler?    None: \_\_\_\_\_

Do all storage areas meet State Department of Health requirements?    \_\_\_\_ Yes    \_\_\_\_ No

Is someone in organization certified in food safety?    \_\_\_\_ Yes    \_\_\_\_ No  
\*\*\* If yes – provide copies of certification \*\*\*

**Transportation Information**

Please describe your means and/or method(s) of transporting food and grocery products to your agency and to clients. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Harvest Regional Food Bank Agency Membership Application**

**APPLICATION SIGNATURES**

Name of person completing application: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Agency Director/CEO or Senior Pastor Signature (Required)

\_\_\_\_\_  
Agency Director/CEO/Senior Pastor Signature (For Sponsoring Organizations Only):

\_\_\_\_\_  
Callie Buckley Impact Coordinator

\_\_\_\_\_  
HRFB Agency Director Signature

\_\_\_\_\_  
Camille Wrinkle, CEO

\_\_\_\_\_  
HRFB CEO Signature

**Membership Application must be accompanied by the following completed attachments, as applicable:**

- Attachment A: Church Qualifier Form (for Non-501(c) (3) entities)
- Attachment B: Shopping Authorization Form (Required from all Applicants)
- Attachment C: Acknowledgement of Ordering (Required from all Applicants)  
Procedure and Food Bank Rules
- Attachment D: Biannual Partner Agency Agreement (Required from all Applicants)

# Harvest Regional Food Bank Agency Membership Application

## ATTACHMENT A

### Harvest Regional Food Bank Church Qualifier Form

The Internal Revenue Service uses 14 characteristics to determine whether an organization qualifies as a church. In accordance with this provision, Harvest Regional Food Bank adopted a policy requiring a program operating under an organization which functions as an unincorporated church to meet **at least nine** of the following characteristics. Each item checked must be proven with copies of printed material from your church, and these materials must be included with your application. Examples of items that your church might use as evidence to satisfy legal requirements are given below. Check each characteristic that applies to your church.

- \_\_\_\_\_ 1. A distinct legal existence      *Example: Articles of Incorporation filed with the State*
- \_\_\_\_\_ 2. A recognized creed and form of worship  
*Example: Cover page and two pages of creed, copy of church bulletin*
- \_\_\_\_\_ 3. A definite and distinct ecclesiastical government  
*Example: Organization chart of parent organization as well as local church, indicating names and addresses of officials*
- \_\_\_\_\_ 4. A formal code of doctrine and discipline  
*Example: Copy of cover and first three pages of document*
- \_\_\_\_\_ 5. A membership not associated with any other church or denomination  
*Example: Statement of mission, objectives and goals of the church signed by the pastor and three others*
- \_\_\_\_\_ 6. A distinct religious history  
*Example: If member of recognized association, a copy of the church bulletin; if not associated with other churches, a brief written history*
- \_\_\_\_\_ 7. A complete organization of ordained ministers ministering to their congregations  
*Example: Church bulletin or other published document listing ministers*
- \_\_\_\_\_ 8. Ordained ministers elected after completing prescribed courses of study  
*Example: Appropriate documentation indicating ordination and courses of study*
- \_\_\_\_\_ 9. A literature of its own      *Example: Copy of selected cover pages of appropriate literature*
- \_\_\_\_\_ 10. Established places of worship      *Example: Copy of church bulletin*
- \_\_\_\_\_ 11. Regular congregations      *Example: Copy of church bulletin*
- \_\_\_\_\_ 12. Regular religious services      *Example: Copy of church bulletin*
- \_\_\_\_\_ 13. Sunday schools for religious instruction of the young  
*Example: Copy of church bulletin indicating times for Sunday School*
- \_\_\_\_\_ 14. Schools for the preparation of ministers  
*Example: List of names and addresses of schools*

**Harvest Regional Food Bank Agency Membership Application**

**ATTACHMENT B**

**Harvest Regional Food Bank Authorized Personnel Information**

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

Name of Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**The names and signatures of the persons below are authorized by \_\_\_\_\_ (agency name) to pick up products on behalf of your agency at Harvest Regional Food Bank. Their signatures indicate they have read and understand Harvest Regional Food Bank's regulations and agree to abide by them.**

_____	_____
Print Name	Signature
_____	_____
Print Name	Signature
_____	_____
Print Name	Signature
_____	_____
Print Name	Signature
_____	_____
Print Name	Signature
_____	_____
Print Name	Signature
_____	_____
Print Name	Signature

**Please inform Harvest Regional Food Bank as soon as any changes are made in your agency's list of people authorized to pick up products at Harvest Regional Food Bank.**

# Harvest Regional Food Bank Agency Membership Application

## ATTACHMENT C

### Acknowledgement of Ordering Procedure and Food Bank Rules

#### ORDERING PROCEDURE

Order forms will be updated weekly or more often as product selection changes significantly. The new form will be emailed to the email address(s) listed under the Organization Information of the application. If a current order form is needed, please call Harvest Regional Food Bank at (870) 774-1398.

Place your order with Harvest Regional Food Bank by fax at 870-774-1905 at least one day before desired pick-up. Requested pick-up times are not guaranteed until a final appointment time is scheduled.

When your order is received, warehouse staff will call you to set up an appointment. While you are there, you are free to browse the shopping area (including freezers and refrigerators). Note that some items in the refrigerators and freezers may already be reserved. All unreserved items are available first come first serve by appointment times. Items in this area are charged up to 19 cents per pound Shared Maintenance Fee.

#### FOOD BANK RULES

For their safety, children under the age of 16 are not allowed in the warehouse while picking-up food orders. They must remain in the vehicle if they accompany you on your trip to the Food Bank. Animals are not allowed on the premises or in vehicles that are being used to transport food. Orders will not be released if animals are present. We appreciate agencies bringing extra help to load their orders. Up to 3 helpers per agency are permitted. All food must be transported in vehicles adequate for this use. The Food Bank reserves the right to refuse to load a vehicle that is deemed to be unsafe to drive or unsanitary to transport food. Harvest Regional Food Bank may provide assistance in loading and securing orders in agency vehicles when available. However, Harvest Regional Food Bank does not assume any responsibility for the safety or security of the load. The driver of the vehicle assumes all responsibility for the final security of the load and its impact on the ability to drive the vehicle safely.

---

Agency Name

---

Representative's Signature

---

Date

# Biannual Partner Agency Agreement

Involving, educating, and uniting people in the work ending hunger in Southwest Arkansas & Northeast Texas.



## This document is an agreement made between:

Harvest Regional Food Bank located at 3120 E. 19<sup>th</sup> St. Texarkana, AR

and

Agency Name: \_\_\_\_\_

Program Name (if different): \_\_\_\_\_

Located at (physical address/location of all food storage and prep facilities):  
\_\_\_\_\_

## Terms of the Agency Agreement:

The Agency agrees to all of the following terms and conditions of this agreement. If any of these terms or conditions are violated, then Harvest Regional Food Bank has the right, without further investigation, to stop distributing product to the agency until the term(s) or condition(s) can be met:

- 1. Requirements:** The Agency agrees to abide by the policies, procedures, and recordkeeping requirements of the Harvest Regional Food Bank.
- 2. IRS Eligibility Requirements:** The Agency agrees that it meets 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, as stated below:

**A) 501(c)3 or "Church"/Religious Organization:** The Agency agrees that it is incorporated as a 501(c)3 non-profit corporation or is considered a "church" as defined by the IRS and meets all of the criteria below for each type of eligible organization.

*Check the type of organization that the agency will qualify as:*

- 501(c)3 Non-Profit Corporation - If this box is selected, the Agency is required to submit, prior to Agency approval:
- A current 501(c)3 determination letter from the IRS verifying its non-profit corporate status and verifying that it is *not* a private foundation. The Corporation name must match the name that the Agency is known by in the community.
  - If the Agency does not have its own 501(c)3 and is utilizing the 501(c)3 status of another organization, be advised of the following:
    - If the Agency name does not match the corporation name listed on the 501(c)3 determination letter, the Agency is required to submit current official and verifiable documentation, such as a letter from the parent organization, giving permission for the Agency to operate under the 501(c)3 status of the parent organization.
    - Both the Agency and its sponsoring organization are required to complete and sign this Biannual Partner Agency Agreement.

## Biannual Partner Agency Agreement

Involving, educating, and uniting people in the work ending  
hunger in Southwest Arkansas & Northeast Texas.



**If IRS determination letter was submitted at the time of application, Agency does NOT need to submit it again. If Agency 501(c)3 status changes, Agency is required to notify Harvest Regional Food Bank of the change and submit an updated determination letter from the IRS.**

Church (as defined by the IRS)/Religious Organization – If this box is selected, the agency is required to complete and submit the Church/Religious Organization Self Certification form prior to agency approval.

**B) Purpose of Incorporation and Service:** The Agency agrees that it is incorporated to serve the ill, needy and/or infants (minor children 0-18 years old). The Agency also agrees that it is not incorporated for a purpose unrelated to serving the ill, needy and/ minor children 0-18 years old (such as publication of a non-profit periodical providing information to members).

**C) Distribution Without Charge:** The Agency agrees that it will distribute the donated products (food and non-food items) obtained from Harvest Regional Food Bank free of charge (monetary, volunteer hours, services or otherwise.)

**D) Recipients of Distributed Products:** The Agency agrees that it will only distribute donated products to recipients who qualify as ill, needy and/or infant (minor children 0-18 years old) as defined in IRS code section 170(e)3. The Agency also agrees that it will not distribute donated products to people who do not qualify to receive the products as defined in IRS Code section 170(e)3.

**E) Use of Donated Products:** The Agency agrees that it will not sell or use donated products in exchange for money, other property or services, including using donated products for the purpose of fundraising programs and events. The Agency also agrees that it will comply with the restrictions on the use and transfer of donated property, as described in IRS Tax Code Section 170(e)3 and any amendments to the Code (See the Federal Register/Vol. 47, No.21/Monday, February 1982/Rules and Regulations, pp. 4509-4512).

**F) Bartering, Selling and Fundraising:** The Agency agrees that it will not barter, sell or use for fundraising purposes any donated products obtained from Harvest Regional Food Bank.

**3. Food Distribution:** The Agency agrees that it will only distribute products received from Harvest Regional Food Bank in the 10-county service area of the Harvest Regional Food Bank. The Agency also agrees that it will not distribute any products outside of the United States and Puerto Rico. Never requires clients to pray, donate, or work to eat or receive products.

**4. Recordkeeping:** The Agency agrees that it will maintain adequate books and records and accurately reflect the total amount of product received and distributed (or used), a description of the product, the date of its receipt, and dates of distribution. The agency agrees to maintain and report to Harvest Regional Food Bank monthly counts of clients served and demographic information as reasonably required by Harvest Regional Food Bank. Will submit a monthly report by the 1st day of the following month.

## Biannual Partner Agency Agreement

Involving, educating, and uniting people in the work ending  
hunger in Southwest Arkansas & Northeast Texas.



- 5. Availability of Records:** The Agency agrees to make its books and records available to Harvest Regional Food Bank with or without notice, including but not limited to those which track the receipt and distribution of products obtained from the Harvest Regional Food Bank and financial recordkeeping books. Records are to be kept for 3 years.
- 6. Local, State and Federal Regulations:** The Agency agrees that it will ensure the donated product conforms to any applicable provisions of the FDC and Cosmetic act (as amended), and any regulations that follow. The Agency also agrees that it will handle products, conforming to all local, state and Federal regulations, and will maintain current licenses as required by local, state and Federal regulations.
- 7. Storage and Handling of Products:** The Agency agrees that it will store, handle and distribute products consistent with the Federal Food, Drug and Cosmetic Act and any regulations that follow. All Harvest Regional Food Bank product must be stored at least 6 inches off the floor and 6 inches away from the wall. The Agency agrees that all storage and preparation of products received from Harvest Regional Food Bank will take place in a facility that has been inspected and approved by Harvest Regional Food Bank.
- 8. Food Safety:** The Agency agrees that at least one staff person be trained in food safety from a food safety training course approved by the Harvest Regional Food Bank. Approved trainings are Harvest Regional Food Bank Food Safety Training ServSafe, ServSafe Certification, National Restaurant Association Certification, and Food Handlers Card, or other approved safety training curriculums. The Agency also agrees that if it utilizes food provided by Harvest Regional Food Bank to make meals, their key food service program staff are required to meet local commercial food safety standards.
- 9. Donor Stipulations:** The Agency agrees that it will adhere to any donor stipulations placed on donated products.
- 10. "As Is" Condition:** The Agency agrees that it will accept all products received from Harvest Regional Food Bank in "as is" condition.
- 11. Shared Maintenance, Transportation and Value Added Processing Fees:** The Agency agrees to pay any applicable Shared Maintenance and/or handling fees (Value Added Processing, Delivery Charges, Transportation fees) for the products received from Harvest Regional Food Bank.
- 12. Purchased Product:** The Agency agrees that if it should choose to purchase non-donated product, then it may pay extra charges and costs associated with that product.
- 13. Discrimination:** The Agency agrees that it will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran.

## Biannual Partner Agency Agreement

Involving, educating, and uniting people in the work ending hunger in Southwest Arkansas & Northeast Texas.



- 14. On-Site Inspections:** The Agency agrees to allow representatives of Harvest Regional Food Bank, donors and government agencies to inspect and audit all facilities and vehicles where products received from Harvest Regional Food Bank are received, stored and distributed, with or without notice.
- 15. Authorized Agent:** The Agency agrees to have only an authorized agent(s) pick-up or receive products from Harvest Regional Food Bank. The Agency also agrees to make known to Harvest Regional Food Bank a list of authorized agents and contact Harvest Regional Food Bank when a change is made to that list.
- 16. Liability Release:** Affirms that the original donor, Feeding America, Harvest Texarkana Regional Food Bank, and its affiliates are held harmless from any claims of liability or obligations in regard to the products received by the agency. The original Donor, the Member and Feeding America are released by the Agency from any liabilities resulting from the donated Product. The original Donor, the Member, and Feeding America offer no express warranties in relation to the Product.
- 17. Active/Inactive Agency Designation:** The Agency agrees that it will obtain products from Harvest Regional Food Bank at least 4 times per year to be deemed an Active Agency. If the Agency becomes inactive, then the Agency will not be allowed to obtain products from Harvest Regional Food Bank. The Agency agrees that it will complete the agency application process again, prior to being reinstated as an Active Agency and allowed to obtain products from Harvest Regional Food Bank again.
- 18. Termination of Agency Agreement:** The Agency or Harvest Regional Food Bank can terminate this agreement, with or without cause, at any time. If terminated by the Agency, the Agency agrees to pay Harvest Regional Food Bank any fees for product received prior to such termination.
- 19. Corrective Action, Grievance and Termination Policy:** The Agency agrees to submit written documentation of Corrective Action activities to Harvest Regional Food Bank for violations found during the monitoring process.
- 20. Multiple Locations and Sub-distribution:** The Agency agrees that it will only receive and store product from Harvest Regional Food Bank at multiple locations if: 1. all locations individually meet the requirements of this agreement, 2. have been inspected and, 3. are approved by Harvest Regional Food Bank prior to receiving and distributing food. The Agency is not allowed to sub-distribute donated product to any organization, agency, partner, or entity other than a qualifying client.
- 21. Harvest Logo:** Harvest Regional Food Bank encourages all of its Member Agencies to include and display the official logo for Harvest Partner Agencies at their food distribution location and on their websites. Should the partnership between Harvest Regional Food Bank and the Member Agency be terminated, the agency must remove the Harvest Regional Food Bank logo from all print material, agency webpage, and food distribution facilities.

# Biannual Partner Agency Agreement

Involving, educating, and uniting people in the work ending hunger in Southwest Arkansas & Northeast Texas.



The Agency’s authorized representative’s signature below confirms that the Agency is accepting and agrees to abide by all terms of this agreement. This agreement expires two (2) years after the date of the Agency Signature below.

### Signatures:

#### Agency Director/CEO or Senior Pastor Signature

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

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

#### Agency or Food Pantry Signature:

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

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

#### Sponsoring Organization Signature (if applicable):

\_\_\_\_\_ Date: \_\_\_\_\_  
Agency Director/CEO or Senior Pastor Signature

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

#### Harvest Regional Food Bank Authorized Signature:

\_\_\_\_\_  
Callie Buckley Impact Coordinator

\_\_\_\_\_  
HRFB Agency Director Signature

\_\_\_\_\_  
Camille Wrinkle, CEO

\_\_\_\_\_  
HRFB CEO Signature