



MAUI FOOD BANK

AGENCY MEMBERSHIP AGREEMENT

Maui Food Bank (hereinafter "Maui Food Bank" or "MFB") serves as the food bank for the County of Maui, under the Hawaii Foodbank, the food bank for the State of Hawaii, as certified by Feeding America. MFB provides donated and purchased food, available to food pantries, soup kitchens, and shelters to help feed low-income households. Please be informed that the MFB reserves the right to change the information in this agreement at any time without advance notice.

IN ORDER TO DRAW UPON THE RESOURCES OF MAUI FOOD BANK, THE MEMBER AGENCY (HEREINAFTER "AGENCY" OR, IN THE PLURAL, "AGENCIES") MUST ADHERE TO THE FOLLOWING:

GENERAL BUSINESS PRACTICES

AGENCY must be a 501(c)(3) OR meet the IRS requirements for classification as a church OR be in good standing under the umbrella of a parent organization, which holds a 501(c)(3) status, and is not a private foundation.

AGENCY must be incorporated for the purpose of serving the ill, needy, or infants or be a church, and place emphasis on serving needy clients.

A copy of the most recent certification must be provided to Maui Food Bank for its records. Note: Maui Food Bank does not permit AGENCIES to establish/operate food distribution or hot meal programs from residential homes (unless deemed a "Residential Program"), apartments, garages, etc. in buildings zoned as residential properties.

AGENCY has a concise mission (goal) that supports the need for a food program in the community. The food program must serve or provide food, free of charge, directly to its clients in the form of meals and/or food boxes/bags to the ill, needy, infants, minor children, limited to distribution and/or use only in Maui County.

AGENCY will comply with all MFB policies and procedures regarding AGENCY membership and food program participation, as set forth by MFB leadership and/or its board of directors.

MFB food and non-food items cannot be given to municipal programs or entities operated directly by a branch of government at any level (jails, prisons, hospitals, schools, etc. that are entities of a municipality).

A program, even if sponsored by a 501(c)(3) organization or church, is not permitted to provide MFB product to prison inmates (such as through a nonprofit or chaplaincy program) as this group

does not satisfy the eligibility criteria.

AGENCY chief executive will assume oversight responsibility for the conduct of people authorized to take MFB food on behalf of their organization, accurate record keeping, accurate and timely report submission, and appropriate distribution of all MFB product in accordance with MFB program guidelines.

AGENCY will familiarize itself with social services organizations and other food programs (in the immediate area) and establish networks with them.

AGENCY will maintain satisfactory program operations in terms of:

- food resources (supplementary);
- financial plan and sufficient budget to support a food program;
- volunteers and staff (the average food program has at least four to six people to assist with unloading food, organizing the food in the storage area, preparation for distribution);
- transportation plan should account for food pick-ups at the MFB, sufficient funds budgeted for gasoline, coolers and equipment for cold transport, insurance, maintenance, and/or truck rental expenses.

An AGENCY may not use the MFB's logo for co-branding purposes without written consent.

ADVOCACY

As part of our mission, we work to gather food and support from our communities. We then distribute food through charitable agencies to those in need. Our mission is from the heart, and we will fulfill our mission with integrity, humanity and aloha. The AGENCY will support and partner with the Maui Food Bank's advocacy efforts. Additional advocacy opportunities may include participating in local county, state, and national research work and data collection, e.g. hunger studies, advocating to county and state Legislative representatives to support MFB grant funding opportunities, and supporting State and Federal safety nets (e.g. SNAP, Double Up Food Bucks).

AGENCY agrees to participate in research studies commissioned by Feeding America, Maui Food Bank, or any governmental agency supported by Maui Food Bank.

COMMUNITY PARTNERSHIPS

The AGENCY agrees to work with the MFB to build community capacity through partnerships and collaboration in support of the MFB's mission to ensure that no one in Maui County goes hungry.

CLIENT SERVICES

AGENCY will distribute food to those who are eligible within the community at large. AGENCY will not engage in discrimination, in the provision of service, against any person due to race, color, citizenship, ethnic origin, national origin, ancestry, religion, gender, marital status, pregnancy,

disability, age, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran, or any group membership.

AGENCY agrees to accept client referrals from MFB and/or other social services organizations.

AGENCY will distribute food received from MFB for the sole purpose of providing it and/or feeding individuals and/or households in need of emergency food assistance. Any other use of the food received from the MFB is prohibited.

AGENCY volunteers, who find it necessary to receive food assistance, are to receive food after the distribution. Volunteers are not allowed to pre-pack their bags before or during distribution (if the site does not have left over product then the volunteers do not receive anything). Also, volunteers must adhere to the same distribution cycle as clients, i.e., if the AGENCY allows the client to visit the program once every 30 days, then the volunteer may only receive food once every 30 days.

AGENCY may not "thank" volunteers for their assistance/labor with MFB food. They may utilize the procedure previously noted or refer them to other nearby food pantries or distributions.

Food and all other products distributed to AGENCIES by MFB must be given to recipients free of charge. MFB prohibits discrimination of any kind. The AGENCY may NOT:

- Charge or solicit membership dues, fees, or donations from clients for food and products in any way, for any reason;
- Require membership or organizational affiliation as a condition for receipt of products. Nor must the AGENCY require or conduct activities that might be interpreted as requiring membership or affiliation in any organization (church, political, fraternal, union, block club, etc.) or attendance of the same as a requisite for receipt of products and services;
- Place any financial, residential, or other restrictions or requirements upon clients unless the restriction or requirement is a MFB program-mandated restriction or requirement. For example, government-funded programs that MFB administers have eligibility requirements, such as age.
- Place any financial or volunteer requirements upon clients in exchange for food;
- Sell food in any way. Food cannot be exchanged for money, property, services rendered, or other considerations;
- Allow food from MFB to enter any commercial channels;
- Allow their volunteers to receive more, better, or substantially different products than the AGENCY'S clients.
- Use any MFB food to encourage donations. Further, the AGENCY will not engage in seeking monetary donations at the immediate time and place of the food program or distribution.
- Use MFB food for the purpose of fundraising either as prepared food (such as spaghetti dinners or bake sales) or as prizes/incentives.

AGENCY will distribute all food received from MFB for the expressed purpose, and only that purpose, approved by MFB at the time of membership application and approval. AGENCY may be

terminated by MFB for non-approved food use and distribution. Examples of such non-approved use includes, but is not limited to, the following: block parties, community events, religious retreats, back-to-school events, volunteer appreciation events, church picnics or dinners, fundraising events, and use at locations not approved by MFB.

AGENCY agrees to clearly label, store or otherwise distinguish between foods and products designated for the authorized MFB program(s) from any other foods or products that may be used for unrelated programming or activities, such as church dinners, staff meetings, volunteer luncheons, etc.

AGENCY agrees to clearly label, store or otherwise distinguish between foods and products received from MFB from any other foods or products that has been received from other organizations, direct donations, administrative/program supplies, etc.

AGENCY must not directly tie inherently religious activities, such as worship, religious instruction or proselytization to food distribution. Faith-based services are encouraged to begin one hour after the food distribution ends or the faith-based services are encouraged to end one hour before the start of the food distribution. AGENCY's primary purpose is to provide and make food available to all eligible ill, needy, or infant individuals, carried out regardless of religious preference.

AGENCY will have regular/established days and hours of operation for services, including posting a sign at the distribution site with the information and providing written documentation to MFB if the days/hours of operation change. This will ensure that MFB can keep this information updated on its website. AGENCY will be required to update their information on Aloha United Way's 211 hotline on a yearly basis, with notification of completion sent to MFB. Agencies with food pantries must agree to be open at least once a week for two consecutive hours for general public distribution unless otherwise approved by the MFB. MFB may terminate an AGENCY'S membership if the AGENCY drops below its approved weekly schedule.

- Pantries: Must be open at least once a week for a minimum of two hours. Standard must be met by June 30, 2021.
- Soup Kitchens: Must have regular hours of operation posted to the general public.
- Shelters: Meal times must be clearly identified to clients and MFB.

With the exception of MFB Distribution Programs, even if an AGENCY food program is not eligible for USDA commodities, it must operate once a week for two consecutive hours for public distribution unless otherwise approved by the MFB.

AGENCY will have written guidelines for providing or refusing client services. This information is posted at the distribution and is available for clients/potential clients on posters or flyers.

Example:

- A. All clients need identification (state identification, driver's license, etc.).
- B. No client will be served while intoxicated.
- C. Shelter house rules, day care program guidelines, etc.

AGENCY will have adequate communication means established to ensure administrative and operational functionality.

- Must have a telephone accessible for referral and security purposes;
- Must have a reliable computer and internet access onsite, with an active email address, which is monitored on a regular basis, at least weekly;
- Written documentation will be provided to MFB, if there are telephone number and/or email address changes.

FOOD STORAGE

AGENCY will store food in a locked area and clearly labeled, stored or otherwise distinguished from any other foods or products that were received from other organizations, direct donations, administrative/program supplies.

Labeling and separation will also be used by the AGENCY to distinguish MFB food to be used for each authorized food program. Unrelated programming or activities, such as church dinners, staff meetings, volunteer luncheons, etc. For example: Pantry program food may not be stored with food that is used for an agency's spaghetti dinner.

AGENCY will store food in a clean, dry, well-ventilated, and rodent- and insect-free storage area. All food must be stored in an appropriate area approved by MFB during site inspections. MFB does not allow the storage of food in residential garages, sheds, storefronts, vehicles, for-profit businesses, or buildings that are not part of the food distribution/hot meal program. Further, storing and distributing food pantry product from a personal residence is not permitted.

AGENCY are encouraged to have a contract with a professional exterminator for pest control or conduct, document and maintain their monthly pest inspection.

AGENCY will store food away from the walls and six (6) inches off the floor on pallets or shelves or in storage cabinets.

AGENCY'S dry and cold storage space must be adequately sized to ensure the wholesomeness of food that is stored and distributed. Stuffing and overstocking is not permitted.

If applicable, AGENCY will have cold storage space available for refrigerated and frozen items. Store refrigerated and frozen items in the appropriate units at the temperatures required by law. Refrigerators must have a temperature below 41 degrees Fahrenheit. Freezers must be maintained between 0 to -10 degrees Fahrenheit.

Each AGENCY'S cold storage unit/compartments must have a thermometer installed at all times, that indicates the temperature of each unit/compartments. Note that a refrigerator/freezer (or combination) unit requires two thermometers - one for the refrigerator compartment and one for the freezer compartment.

AGENCY will accept food in "as-is" condition.

AGENCY will rotate all stock. AGENCY will distribute food based on the First-In, First-Out (FIFO) method.

AGENCY is prohibited from re-packaging food items received through MFB. i.e., re-packaging of meat into smaller packages, re-packaging of rice into smaller bags, etc.

AGENCY must be licensed as a food service establishment, according to the provisions and guidelines of the State of Hawaii Department of Health. If applicable, AGENCY must submit a copy of their Food Establishment or Cold Storage Permit or placard. [At least one AGENCY program staff and/or volunteer must complete Food Safety Training and submit a copy of the completed Food Safety Training certification to MFB. AGENCY must maintain active Food Safety certification status.]

AGENCY will store non-food, including chemical products (shampoo, bleach, laundry soap, etc.), separately from food in an appropriate and safe manner. Example: Store perishables on top portions of shelves and store chemical products on the bottom portion of shelves.

AGENCY will ensure safe and proper handling of food and non-food products, in conformance to local, State, and Federal regulation.

PROGRAMS

MFB utilizes different channels of distribution for food, including Ohana Drop, Senior Mobile Pantry and the Aloha BackPack Buddies, as well as through partner agency food pantries, soup kitchens, shelters, and other programs. In addition, MFB administers government-funded programs that AGENCIES can choose to participate in. Please contact MFB for specific requirements applicable to specific programs.

There are instances where additional stipulations apply to specific MFB food and/or program participation.

RECORD KEEPING

AGENCY must be licensed as a food service establishment, according to the provisions and guidelines of the State of Hawaii Department of Health. If applicable, AGENCY must submit a copy of their Food Establishment or Cold Storage Permit or placard. At least one AGENCY program staff and/or volunteer must complete Food Safety Training and submit a copy of the completed Food Safety Training certification to MFB. AGENCY must maintain active Food Safety certification status.

AGENCY Program staff and/or volunteers interacting directly with clients must participate in annual Civil Rights Training. AGENCY staff and/or volunteers receiving this annual training other than through the MFB must submit a copy of the completed Civil Rights Training log to MFB.

AGENCY will maintain accurate, up-to-date records, which indicate the amount of food received from MFB and client participation in AGENCY programs. Agency must track clients served through sign-in sheets provided by MFB. The data collected should include the client's name, City clients live in, number of individuals, number of households served, is client employed, is client on public assistance and client signature. Client proxies are allowed with proper documentation.

Records, in hard copy or electronic format, should be kept on-hand for a minimum of three years following completion of the program year and must be made available to MFB or program funder site monitors, upon request. AGENCY should check with MFB prior to any records destruction to ensure that applicable program/contract document storage requirements have been complied with adequately.

Food Pantries must use current MFB program forms for appropriate client documentation during their distributions. There are instances where additional stipulations or documentation apply to specific MFB food and/or program participation. AGENCY should check with MFB prior to participation in any new or additional food program to ensure that applicable documentation and reporting requirements are understood and agreed to. Once an AGENCY begins participation in a MFB food program, it is responsible for and subject to all of MFB's and the program's requirements.

AGENCY will send monthly reports and all required supporting documentation reporting the agency's service statistics for all distributions during that month, to MFB by the 5th of the following month. Reports may be sent in the following ways:

- Emailed to: agency@mauifoodbank.org
- Delivered or Mailed to: Maui Food Bank, 760 Kolu Street, Wailuku, HI 96793

Monthly report forms are provided on the AGENCY portal on the MFB website or will be provided upon request to the AGENCY. There may be multiple monthly reporting forms due, depending on the food program(s) provided by the AGENCY.

A monthly report is due by the 5th of the following month whether or not any MFB food was distributed that month. For example, if no distribution was done in the month of April, the April report must be submitted with zero (0) noted. Please be sure to keep a duplicate copy of the report(s) for AGENCY records. After the 10th of the month (reporting due date plus five days' grace), the AGENCY'S authorization to receive MFB food will be suspended until the completed report is received.

MFB MONITORING AND AGENCY PARTICIPATION

AGENCY agrees to announced and unannounced site visits by a representative(s) of MFB and additional client experience monitoring. Note: photos/videos may be taken during site visits and may include distributions.

AGENCY agrees to provide site monitor with requested documents as part of the monitoring process. (Example: 501(c)(3), program description, blank intake form, pest control documentation, certified food handler's documentation, civil rights poster, distribution schedule, cleaning schedule, monthly reports, etc.). AGENCY agrees to provide site monitor with site access to area(s) applicable to the AGENCY'S food programs.

AGENCY agrees to have a primary coordinator from the AGENCY attend all required trainings and meetings before becoming a member and send the same representation to special meetings, as needed or required, throughout their membership.

AGENCY will inform MFB in writing immediately of the following circumstances:

- A move from one location to another. In some cases, moving an agency from one area to another may disqualify the agency from membership. Any change in location or physical storage area requires a site visit from MFB.
- Changes in telephone numbers and email addresses. MFB must be able to reach AGENCIES quickly in the event of a disaster or product recall.
- Change in director, coordinator, contact person, or licensed food handler. AGENCY must ensure MFB reviews this change for appropriate training and applicable required documentation.

AGENCY agrees to receive food from MFB at least once a month. If an AGENCY fails to meet this requirement, MFB may terminate its membership.

AGENCY agrees to receive all deliveries of food from MFB and accept the food in "as-is" condition.

When an AGENCY is not in compliance with the eligibility and membership requirements or those of other programs offered by MFB, the AGENCY may be placed on HOLD from all food receiving eligibility. Examples of non-compliance include, but are not limited to: Pest infestation, past due billing, failure to comply with site visits, failure to submit monthly reports, misuse of food, etc.

AGENCIES on HOLD are ineligible from receiving food and may be suspended from other MFB program participation. The HOLD is meant to give an agency the opportunity to correct the circumstance resulting in the HOLD. If after three months the AGENCY has not contacted MFB or has not corrected the HOLD circumstances, the membership termination process will begin.

AGENCY may request a HOLD status if it wishes to reorganize or reevaluate its program. Self-selected HOLD status requires a MFB site visit. Self-selected HOLD can continue without negative consequences to membership for up to three months.

If an AGENCY does not comply with membership eligibility or program requirements, or if it fails to respond to communication from MFB, its membership may be terminated. If an AGENCY is terminated, the reactivation process is the same as the original membership application process.

AGENCY agrees to adhere to any additional donor stipulations as directed, provided such stipulations do not conflict with this agreement.

AGENCY must have keys to unlock dry storage areas and cold storage units available during distribution hours.

AGENCY agrees to distribute within an assigned community area, within Maui County. Further, the AGENCY agrees not to turn anyone in need away.

Any dry or cold storage units and/or other equipment received by the AGENCY from MFB are the property of MFB on loan for a specified program use or time period and must remain at the designated/approved site. Units may not be altered or removed without written consent of MFB. Failure to adhere to this policy will result in criminal charges.

FEES

AGENCY agrees to contribute as necessary MFB's Shared Maintenance Cost (SMC) fee. The SMC is used to help with MFB's costs to solicit, collect, store, inspect, and distribute millions of pounds of food each year. The SMC is currently set at \$0.19 per pound, and is subject to change. Clients receiving food through the AGENCY can never be charged for the food, even if SMC has been paid by the AGENCY.

To help supplement the quantity and variety of food received through the donation stream, MFB will purchase food, which may be offered to the Agency. MFB will offer the purchased food at a discounted cost. All costs associated for the purchased food will be noted on signage for AGENCY review. Participation in MFB's purchased food program is optional. All usage guidelines and requirements apply to purchased products as well as donated products available from MFB.

Certain MFB mandatory classes/training programs may require the AGENCY to pay a fee.

All transactions and invoices must be paid with an AGENCY check.

AGENCY agrees to pay their account balance no later than 15 days after receipt of itemized monthly billing statement.

AGENCY will keep all invoices on file for one year and make them available to MFB monitors, upon request.

AGENCY will be placed on HOLD if its account is more than 60 days in arrears, or if it remits non-sufficient-funds (NSF) checks. There will be a fee charged to the AGENCY'S account for returned checks.

If an AGENCY is terminated, it must pay its outstanding balance before membership is reinstated.

DONATIONS and GRANTS

In the event MFB collects cash donations on behalf of AGENCIES, these donations become temporarily restricted grants to pay the SMC and/or purchase food. Use of these grants for other purposes must be approved in advance by MFB. AGENCY designated cash donations turn into grants that are expected to be used within one year after the donation date. Cash donations on behalf of AGENCIES who have more than 12 months of grant funds (based on a rolling 3-year SMC average) will not be accepted.

Direct, designated, or matching grants from/through MFB become grants to pay the SMC and/or purchase food with a one year grant period. Proposed use of these grants for any other purposes must be approved in advance by MFB. MFB grants are expected to be used within one year after being granted and any remaining grant funds will be reallocated to another agency after the end of this grant period.

Other grants, such as ACTS (Agency Credit Through Service), Volunteer Credits, Food Drive participation credits, etc. are also turned into earned activity grants that AGENCIES can use to pay the SMC and/or purchase food. Earned activity grants are recorded as temporarily restricted grants on a monthly basis and will expire in 12 months.

All grants, including the ones described here, will be subject to an expiration date, which will be no later than TWELVE MONTHS FROM THE DATE IT WAS MADE/CREATED/DESIGNATED. Only AGENCIES in good standing are eligible to receive grants.

All donations made to MFB for the benefit of an agency are considered temporarily restricted gifts. These donations are both time and purpose restricted and must be used to benefit an AGENCY (i.e. food, capacity building grants, etc.). MFB will make reasonable efforts to utilize these funds for the designated purposes, but reserves the right to reallocate unused grants and cash donations to support other MFB work.

GENERAL

Indemnification: To the fullest extent permitted by law, the AGENCY and MFB agree to indemnify, defend and hold the other and Feeding America harmless from any liability arising out of this agreement and resulting from or claimed to result, in whole or in part, from the indemnifying party's (or its agents') acts or omissions.

AGENCY affirms that the original donor, Maui Food Bank and Feeding America:

- are released by the AGENCY from any liabilities resulting from the donated goods;
- are held harmless from any claims or obligations in regard to the AGENCY or the donated goods; and
- offer no express warranties in relation to the gift of goods.

AGENCY releases the original donor, Maui Food Bank and Feeding America from any liability resulting from the condition of the donated food and further agrees to indemnify and hold the original donor, Maui Food Bank and Feeding America free and harmless against any and all liabilities, damages, losses, claims, causes of action and suits of law or equity or any obligation whatsoever arising out of or attributed to any action of AGENCY or personnel employed by AGENCY or volunteer engaged by AGENCY in connection with its storage and use of the donated food.

Additionally, the AGENCY agrees to each of the following:

The safe and proper handling of the donated goods, in conformance with all local, state and Federal regulations.

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

AGENCY gives consent to MFB to utilize the AGENCY'S name and information for external communications, public awareness of food availability, marketing and advocacy as directed. The AGENCY agrees to display appropriate membership signage of MFB, as directed.

CHANGES IN POLICY

MFB membership guidelines and eligibility requirements are subject to change at any time. MFB shall communicate significant policy and procedural changes to its member AGENCIES in writing.

The partner agency of Maui Food Bank listed here indicates by signature of an authorized person that he/she has read and understands the "Partner Agency Agreement" and agrees to comply with all MFB eligibility and operational requirements stated therein.



MAUI FOOD BANK

AGENCY MEMBERSHIP AGREEMENT

AGENCY ACKNOWLEDGMENT PAGE

Agency Name: _____

I have read the Agency Membership Agreement and understand, accept and agree to the terms of this agreement. I understand that failure to follow MFB policies and procedures will result in suspension and/or termination of partnership. Signing this agreement confirms your acceptance of the responsibilities of agency partnership explained herein and agreement to comply with the partner agency requirements.

PARTNER AGENCY

Authorizing Signature _____ Date _____
(Executive Director, Board President, Sr. Pastor, Feeding Program Manager)

Print Name _____ Title _____

MAUI FOOD BANK, INC.

Authorizing Signature _____ Date _____
(Maui Food Bank Representative, Director)

Print Name _____ Title _____