

CRITERIA FOR MEMBERSHIP

5/15/2008

1. That the member agency has been awarded 501 (c)(3) status or equivalent, as defined in the “Policy for 501 (c)(3) or Equivalent”

To be an agency with the Hoosier Hills Food Bank, you must be a not-for-profit organization that is tax exempt under the Federal IRS 501 (c)(3) tax designation. This is necessary because when food from our donors goes to a 501 (c)(3) organization, they are able to get a special tax credit for it. The IRS provides a determination letter that lets us know that an agency has the 501 (c)(3) status and we keep a copy of that letter in the agency’s file. The rules for 501 (c)(3) equivalency are stated in the “Policy for 501 (c)(3) or Equivalent.”

2. That the member agency will use HHFB items only in a use related to its exempt purpose of the feeding of the ill, the needy, or infants (minors or children under the age of 18).

According to our mission, HHFB items are intended only to be used for feeding the ill, the needy, or infants (minors or children under 18) and not for other agency purposes. Our tax-exempt status, and the reason our donors can get a tax credit for giving us food, comes from this mission.

3. That the member agency will neither offer for sale, sell, transfer or barter the items supplied by the HHFB in exchange for money or other properties or services. All items received from HHFB shall be used only in a manner that complies with the provisions of section 170 (e)(3) of the IRS code.

HHFB food is meant to be given as charity, with no strings attached. This means that the member agency may not charge for food that they give to individuals. Agencies are not allowed to charge directly for food, charge for administrative or other costs. Voluntary and anonymous donations/contributions may be accepted but not solicited. Food cannot be given in trade for items or services. We are required to notify the proper authorities in the event of unlawful use of HHFB product.

4. That the member agency understands that the HHFB and the donor are not responsible for, and claim no liability for, any problem resulting from the use of their product.

That the member agency hereby warrants and guarantees to the HHFB and to the donor that it will hold them harmless from any and all liabilities, claims, losses, causes of action, suits of law or in equity, or in obligation whatsoever arising out of or attributed to any action by a member agency in connection with its storage and/or use of the items supplied to it by HHFB.

That the member agency releases both the HHFB and the donor from any and all liability resulting from the condition of donated items and further agrees to indemnify and hold harmless both HHFB and the donor against all liabilities, damages, losses, claims, of the member agency or any person employed by or volunteering for the member agency in connection with storage, transportation, use, and distribution of donated items.

5. That the HHFB and the donor have specifically disclaimed any warranties or representations, expressed or implied, as to the purity or fitness for consumption of any or all such donated items.

HHFB and the donor claim no responsibility for the condition of any donated items. Unfit items cannot be returned to the donor or HHFB for reimbursement.

6. That the member agency understands that all products from the HHFB are accepted in “as is” condition. The member agency is responsible for inspecting the items to insure fitness for human use and to not distribute product that is unfit, but rather discard it and notify the HHFB immediately.

The member agency takes HHFB product in “as is” condition. When you sign for and take the food, you are taking responsibility for making sure that the food is fit to eat. If it isn’t, throw it away and let the HHFB know immediately. We cannot reimburse the agency for this product, but notifying us will enable us to remove the product from our warehouse.

7. Any restriction placed on the use or distribution of products by the donor, such as restriction of food to be used in meals prepared on the premises of the member agency, will be strictly adhered to.

Any restriction placed on HHFB product by the original donor, such as restricting that the food only be used in meals that are prepared on site, will be something the member agency agrees to follow.

8. That the member agency must use supervisors, employees, or volunteers which have sufficient training, experience, and expertise in the evaluation, handling, preparation, and feeding of donated items to safely and properly judge, handle, prepare, and feed them.

The member agency should have responsible supervision for the handling of food. They must have enough experience and/or training to handle the donated food safely.

9. That the member agency shall not deny participation to any person, or access to donated items, on the basis of race, color, creed, national origin, religious affiliation, sex, sexual orientation, age, or disability.

10. The terms of this AGREEMENT shall be for one year from its effective date. Either party may terminate this AGREEMENT earlier by giving the other party written notice no less than thirty days prior to the effective date of such termination. The notice of termination shall be given by certified mail, to the chief executive officer of the non-terminating party.

The HHFB may terminate this AGREEMENT immediately if the member agency engages in conduct that is unlawful or violates this AGREEMENT or the “Criteria for Membership.” Subsequent HHFB regulations and requirements become a part of this AGREEMENT at the time HHFB passes and circulates the changes.

11. The member agency must keep books and records that accurately reflect the total amount of product received and distributed (or used). This is an America’s Second Harvest requirement. In addition A2H requires that the member agency outline its procedure for determining that the final recipient of the product is ill, needy, or infant (minor child).

We require that food pantry records contain contact information, in order that any food received from HHFB can be traced to the individual who receives it just in case there is ever a food item problem. In order to do this, food pantries should keep a record of the date of service, name, phone number and/or address of each client served.

HHFB disbursement receipts, (pink copies), must also be kept on file for at least two years in order to track food product if necessary.

12. The member agency may not share or sell HHFB items to non-member agencies or member agencies for profit, exchange, trade, or favor. HHFB food is not meant to be an item for barter, and selling food is not allowed under any circumstances. Agencies may share food among themselves only with the written consent of HHFB. Hoosier Hills Food Bank products may not be used for the purpose of fundraising, either as food served or as prizes.

13. Donated items are not intended to be consumed by member agency staff or volunteers. Therefore, agencies may not use donated items as compensation or thanks for staff or volunteers. Member agency representatives may not be clients of their own food pantry.

14. Member agency staff or volunteers are permitted to consume or take home donated goods in order to: a) Test if a food item is fit to eat, or b) become more familiar with the food in order to be able to encourage clients to try new items, or show them how the food should be prepared. All of these uses must be, by law “incidental to the primary use in the care of the ill, needy, and infants.”

15. The member agency may not require an individual to attend a religious or political meeting, make a statement of faith, or pledge membership to any religious or political organization before, during, or after being served. Members of the public must be able to receive HHFB food, not just members of the agency’s organization.

16. All food items must be stored at the pre-approved and monitored site. Food storage in an individual’s home must be stored separately from the household’s personal food. Member agencies may not be a home-based service programs (such as family-based day care).

17. Member agencies must allow a yearly on-site monitoring visit by a HHFB representative. If your agency has been with HHFB for 11 years or more then your on-site monitoring visit may be every other year with your off year contract renewal taking place here at HHFB. The HHFB representative may request a different monitoring schedule based on his/her visits.

18. In the event that the HHFB has a meeting or training workshop, member agencies are strongly encouraged to send a representative.

19. The member agency agrees to pay shared maintenance fees at the current shared maintenance rate as determined by the HHFB Board of Directors. This fee does not constitute direct payment for the food taken, but partially supports the upkeep of our warehouse. Payment of all shared maintenance fees needs to be settled within 60 days of the invoice date. A member agency may be denied additional food until its fee is reconciled.

20. The member agency must either have a feeding program that has regularly scheduled days and hours that are posted, and/or be accessible by telephone, so that a food request phone call will be returned within 24 hours. We strongly recommend an answering machine for emergency food pantries.

21. Membership in the HHFB is public knowledge. Therefore, pantries must be willing to accept phone referrals from the HHFB for persons in need within an agency’s community.

22. A member agency that provides services to both subsidized and non-subsidized fee paying clientele, for example, a daycare, must have at least 80% needy or subsidized clientele and provide reasonable confirmation of this. Agencies with a lower percentage of needy clients may be accepted on a conditional basis, with some limitations on which HHFB products they may take.

23. The member agency may not be a member agency of another food bank.

24. The member agency must notify the HHFB of any changes in their operation as soon as possible (i.e. 501 (c)(3) status, personnel, and program).

25. In the same spirit that requires agencies to treat their individual clients with respect and dignity, HHFB requires that our member agencies and their shoppers be treated with respect and dignity. Food is to be distributed in a non-judgmental fashion with the understanding that all member agencies are valued for the services they provide regardless of their size, program type or geographical location. If you or one of your agency representatives feels they have not been treated respectfully, please review the Grievance Procedure for the appropriate action.

Agencies must comply with the following food bank requirements. Failure to do so may result in ineligibility as a member agency.

Food Storage Guidelines

Please maintain food storage facilities to insure the integrity of the food until it is served or distributed.

You must have adequate clean and dry storage for all HHFB items.

Never store food on the floor.

Never store toxic materials such as detergents or cleaning solutions, above or close enough to food so that the hazardous materials could contaminate it.

To discourage the entry of pests, storage areas must be clean, neat, and with no holes in the walls, floors or ceilings. There should be no gaps around windows, doors, or along the floorboards.

If you take refrigerated or frozen items you must have adequate refrigeration and freezing capabilities at your storage site.

If you take USDA commodity product you must be able to keep it in an area that can be locked.

If you serve prepared meals, you are recommended to have a current certificate of approval from your county public health authority and provide the HHFB with copies of this document. At least one person should be trained in food handling.

The membership of organizations is determined by these criteria. The Executive Director makes the final decision on membership.