



THE MISSISSIPPI FOOD NETWORK (MFN)  
440 West Beatty Street  
Jackson, MS 39201

UNIFORM AGENCY AGREEMENT

FOR DISTRIBUTION TO NEEDY INDIVIDUALS OF PRODUCTS RECEIVED  
FROM THE MISSISSIPPI FOOD NETWORK (FOOD BANK) BY:

\_\_\_\_\_ /  
\_\_\_\_\_ /

NAME OF DISTRIBUTING AGENCY (AGENCY) ID  
NUMBER

\_\_\_\_\_ / \_\_\_\_\_  
STREET ADDRESS MAILING ADDRESS

\_\_\_\_\_

CITY STATE ZIP CODE COUNTY

\_\_\_\_\_ (\_\_\_\_\_)

\_\_\_\_\_

TELEPHONE NUMBER

\_\_\_\_\_ (\_\_\_\_\_)

NAME OF INDIVIDUAL AUTHORIZED TO SIGN TELEPHONE NUMBER

- A. In accordance with its Mission Statement, the Mississippi Food Network (MFN) will actively solicit and obtain donated and purchased food and other grocery products for distribution to needy and low-income individuals and families and will:
1. Provide general information and training for staff of newly approved Agencies and provide, on an as needed basis, technical assistance regarding program

- conformity in eligibility determination, record keeping and reporting requirements, ordering, receipting, storage and distribution of the food products, etc.
2. Regularly inform participating Agencies of the products available for distribution, including cost sharing, product limits, etc.
  3. Receive and prepare Agency orders and provide timely pickup/delivery schedules within regular MFN working hours.
  4. Maintain accurate fiscal records of Agency transactions and provide timely updates of payments/receipts.
  5. Inform Agencies in writing of policy and procedural changes, including annual Income Eligibility Tables based on the Federal Party Level, changes in ordering and/or warehouse procedures, reporting requirements, etc.
  6. Periodically conduct onsite monitoring of the Agency's food distribution program and its records for compliance with the conditions of this Agreement and any Attachments.
  7. Maintain the food inventory in the MFN warehouse according to federal, State and city requirements for the products.
  8. Comply with all Federal and State laws, regulations regarding non discrimination and shall not deny access to donated USDA products on the basis of race, color, national origin, sex, age, or disability.
  9. Operate a "DrugFree Workplace" as defined by current Federal and State laws.

B. The distributing Agency, \_\_\_\_\_ agrees to comply with all provisions of this Agreement, and amendments thereto, and any instructions, policies and procedures issued by the Mississippi Food Network. Specifically, the distributing Agency will:

1. Provide verification of current 501 (c) 3 tax exempt status with the Internal Revenue Service, or, for receipt of USDA foods, meet USDA Agency eligibility requirements. See insert Page 2a. Notify MFN of any change in the exemption status.
2. Establish eligibility for individual participation and receipt of food products according to established program guidelines and forms approved/developed by MFN, including current Income Eligibility Scales and participation/reporting forms. (Distributing Agency staff and/or volunteers who themselves qualify for program participation must have eligibility reviewed by the Agency's a worker and the person authorized for the Agency's signature. Both must approve the application before the participation to ensure no appearance of

- conflict of interest. Refer to specific guidelines for staff and volunteers of Agencies that prepare and serve meals.)
3. Comply with eligibility determination guidelines, periodic eligibility reviews, record-keeping and timely reporting requirements of the MFN (including specific program policies contained in any Attachments to this Agreement).
  4. Implement program changes as timely as is required to establish continued eligibility and participation.
  5. Distribute/serve food without charge to eligible low-income or needy individuals and families whose income or circumstances fall within established guidelines.
  6. Not require clients to attend any type of religious service in order to receive product distributed by The Mississippi Food Network. Food and related products are intended for distribution to those eligible, ill, needy or infant individuals without regard to religious preference and without condition of attendance at a religious service.
  7. Be currently licensed by the State and/or City as a food service establishment according to the services provided by your organization as required by law.
  8. Ensure that food and other products received from the MFN will not be: sold, bartered, exchanged for monetary donations, volunteer services, property, or votes or political interest, accepted for personal home use by Agency staff or allowed to reenter commercial channels.
  9. Maintain Agency membership in good standing in order to receive food products from MFN.
  10. Provide adequate space and facilities for handling, storage and refrigeration to safeguard the food products received from MFN against spoilage, infestation, theft, or other loss. Food products must be stored off the floor for ventilation.
  11. Maintain records (receiving, storage, eligibility, participation, distribution and financial) pertaining to this Agreement for a period of not less than three (3) years after all matters pertaining to the Agreement (i.e., monitoring, settlement of audit exceptions, disputes, etc.) are resolved, in accordance with applicable Federal and State laws, regulations and/or policies, except as may otherwise be specified in this Agreement or approved by MFN.
  12. Agree to be monitored periodically by the Mississippi Food Network representatives as well as representatives from any other organization through which products are received by MFN, if such products are distributed by your organization.
  13. Maintain confidentiality of information provided by applicants for the determination of program eligibility. (Applicants may voluntarily request referrals to other resources, etc.)

14. Maintain adequate funding to support the Agency's food distribution program and the operation of the MFN/Food Bank according to the prevailing shared contribution rate for Agencies picking up food directly from the MFN warehouse and/or the rate for Agencies having food products delivered by MFN truck.
15. Place orders for food products within timely guidelines provided in the notification of available foods.
16. Provide transportation to pick up food products at the food bank warehouse or delivery site.
17. Notify the MFN immediately of an emergency or delay in the scheduled order pick up.
18. Report to MFN any changes in the Agency which would affect the food distribution program as established by this Agreement, such as relocation of the facility, change in individual authorized to sign for the Agency, discontinuation of the program.
19. Accept only the amounts of food products that can reasonably be used without waste.
20. Not transfer products to other organizations for distribution.
21. Comply with all Federal and State laws, regulations and executive orders regarding non-discrimination and shall not deny access to donated USDA products on the basis of race, color, national origin, sex, age, or disability.
22. Operate a "Drug-Free Workplace" as defined by current Federal and State laws.
23. Direct complaints regarding service or distribution of USDA products (except CSFP) to the Mississippi Department of Human Services, P.O. Box 352, Jackson, MS 39205, Attention: Economic Assistance, or telephone 800-948-4060. Complaints regarding CSFP should be directed to Mississippi Department of Health, P.O. Box 1700, Jackson, MS 39215700, Attention: WIC Division. Complaints regarding the distribution of products other than USDA should be directed to the Mississippi Food Network, P.O. Box 411, Jackson, MS 39205, or telephone 601-53-7286

C. This Agreement will become effective upon the date executed and approved by completion of signatures by both parties, unless otherwise specified herein, and shall remain in effect unless and until modified or cancelled by the agreeing parties or by changes in Federal or State laws or regulations requiring such changes. This Agreement will include all Program specific Attachments as indicated below.

D. The Agreement may be terminated by mutual agreement of the parties herein or by written notice from one party to the other. The MFN will provide instructions for the disposition of any food products remaining in the Agency's inventory at the time the Agreement is terminated. MFN may suspend or terminate this Agreement immediately upon receipt of evidence that the terms and conditions of this Agreement have not been complied with by the participating Agency. It is understood that failure to comply with the terms of this Agreement can subject Agency to dismissal, restitution and/or prosecution according to applicable laws and regulations.

ATTACHMENTS include (Check all that apply.): \_\_\_\_\_ None  
 \_\_\_\_\_ TEFAP – ATTACHMENT A  
 \_\_\_\_\_ CSFP \_ ATTACHMENT B  
 \_\_\_\_\_ Other: \_\_\_\_\_

Revised 5/13/08

SIGNATURE ON BEHALF OF  
 THE LOCAL AGENCY  
 NETWORK

SIGNATURE ON BEHALF OF  
 THE MISSISSIPPI FOOD

\_\_\_\_\_

SIGNATURE

SIGNATURE

\_\_\_\_\_  
Satterwhite

NAME PRINTED OR TYPED

\_\_\_\_\_  
Walker

NAME PRINTED OR TYPED

\_\_\_\_\_  
Director

TITLE

\_\_\_\_\_  
Executive

TITLE

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 DATE

