



Dear Partner Agencies,

We, at MANNA, are grateful every day for our partners. This year, we spent time reflecting on our Annual Agreement and making several changes to offer the very best information we can on the rules, regulations, and expectations of being a partner agency with MANNA FoodBank, an affiliate of Feeding America. The rules and requirements outlined in the agreement are intended to keep food safe and ensure anyone in need is provided nourishing food and the best experience and service possible by MANNA FoodBank and our partner agencies. Thank you in advance for taking the time to read and reflect on these documents.

Attached you will find three documents:

- 1) **2019 Annual Agreement** – Please read thoroughly, share this information with folks who help run your pantry or meal program, and sign by December 30, 2018.
- 2) **Addendum A (Agency Suspension Policy)** – We strive to be fair and transparent with all of our agencies and have created this suspension policy. Please read thoroughly and sign by December 30, 2018.
- 3) **Addendum B (Grey Areas Worksheet)** – This worksheet highlights the most frequently asked questions from our partner agencies in the area of compliance. These “grey areas” are listed with requirements and recommendations based on the best information we could gather through Feeding America.

Finally, please provide us with an updated Board of Directors List for your organization or church. We are required to update your file every year with a Board of Directors list to stay in compliance with Feeding America. Again, we thank you!

We value what you think and have to say. Please join us for our annual Zone Meetings in October to ask questions and share your thoughts and ideas. We appreciate your partnership with MANNA and your service to your community. We could not do this without you.

With Respect and Appreciation,

Amy Haynes, Agency Relations Manager + the Agency Relations Team



MANNA FoodBank Annual Partner Agency Agreement and Liability Release

Involving, educating, and uniting people in the work of ending hunger in Western North Carolina

This document is an agreement made between:

MANNA FoodBank located at 627 Swannanoa River Road, Asheville, NC 28805

and the Agency: Agency Ref#

Program Name (if different):

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

Primary Contact for Agency:

Phone: Email:

Definitions:

“MANNA Product” refers to all food and non-food items obtained either directly from MANNA FoodBank, or through a partnership made possible by partnering with MANNA FoodBank, including Local Donations from Feeding America National Donors, such as Walmart, BI-LO, Food Lion, Sam’s Club, Frito Lay, Sara Lee, Publix, etc. For a complete list of Feeding America National Donors, contact the MANNA Food Sourcing Coordinator at 828-299-3663 ext. 1267.

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 MANNA FoodBank has the right, without further investigation, to stop distributing product to the Agency and/or follow processes outlined in Addendum A - MANNA Food Bank Agency Suspension Policy until the terms or conditions can be met.

1. **Requirements:** The Agency agrees to abide by the policies, procedures, and recordkeeping requirements of MANNA FoodBank.
2. **IRS Eligibility Requirements:**
 - A **501(c)3 or “Church”/Religious Organization:** The Agency confirms that it is incorporated as a 501(c)(3) non-profit corporation or is considered a church as defined by the IRS, or is covered under the 501(c)(3) of a larger religious association. If Agency 501(c)(3) status changes, the Agency agrees to notify MANNA FoodBank of the change and submit an updated determination letter from the IRS.

Check the type of organization that The Agency will qualify as:

- Agency with independent 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.
- Agency covered by the 501(c)(3) umbrella of another organization
- Church/Religious Organization as defined by the IRS.

- B **Purpose of Incorporation and Service:** The Agency agrees that it is incorporated to serve the ill, needy and/or children. The Agency also agrees that it is not incorporated for a purpose unrelated to serving the ill, needy and/or children.
- C **Distribution Without Charge:** The Agency agrees that it will distribute the MANNA Product free of charge (monetary, volunteer hours, services or otherwise).

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D Recipients of Distributed Products (Your Clients): The Agency agrees that it will only utilize MANNA Product for programming that serves people who qualify as ill, needy and/or children. The Agency also agrees that it will not utilize MANNA Product for programming other than serving people who qualify to receive the product. The Agency agrees to outline its procedure for determining that the final recipient of the product is ill, needy, and/or children.

Please Note: MANNA FoodBank recommends that partner agencies allow clients to self-declare their need for food assistance. Clients are not required to provide proof of need or income to receive food.

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. The Agency agrees that it will not barter, sell, or use MANNA Product for fundraising purposes.

3. **Agency Staff and Volunteers Consuming Product:** Agency Staff and volunteers may receive or consume MANNA product along with clients under the following conditions:

- I. **Food Consumed Off-Site/Pantry Programs:** Agency staff and volunteers may receive MANNA Product, provided that (a) they do not receive special or prioritized access to the product; (b) they meet the Agency's general eligibility guidelines
- II. **Food Consumed On-Site/Meal:** Agency staff and volunteers may join in the meal regardless of eligibility; provided that (a) they do not receive special or prioritized access to the product; and (b) greater than 50% of the clients served that day qualify as ill, needy, and/or children.

4. **Area of Distribution:** The Agency agrees that it will only distribute products received from MANNA FoodBank in the 16-county service area of MANNA FoodBank, which includes Avery, Buncombe, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Mitchell, Polk, Swain, Transylvania, and Yancey Counties. The Agency also agrees that it will not distribute any products for the purposes of international aid.

5. **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, dates of distribution, and a record of the recipients. The Agency agrees to maintain and report to MANNA FoodBank monthly counts of clients served and demographic information as reasonably required by MANNA FoodBank.

6. **Availability of Records:** The Agency agrees to make its books and records available to MANNA FoodBank with or without notice, including but not limited to those which track the receipt and distribution of products obtained from MANNA FoodBank and financial records.

7. **Local, State and Federal Regulations:** The Agency agrees that it will ensure the donated product conforms to any applicable provisions of the Federal Food, Drug, and Cosmetic Act (FDCA) (as amended), and any regulations that follow. The FDCA governs standards around safe ingredients and safe labeling of foods. For information on the FDCA and Cosmetic Act, go to www.fda.gov. The Agency also agrees that it will handle products, conforming to all local, state and Federal regulations, and will maintain any current licenses as required by local, state and Federal regulations.

8. **Safe Loading and Transport of Product:** The Agency agrees to assume responsibility of all MANNA Product at the time the MANNA Product leaves MANNA FoodBank facilities or vehicles. The Agency agrees to have adequate staff or volunteers on hand to load and unload MANNA Product safely. For the health & safety of your client families, MANNA will monitor that all frozen and perishable items are being transported in a method that will maintain proper food temperatures. When picking up Warehouse Orders or shopping at MANNA's Distribution Floor, our staff/volunteers will look for insulated coolers and freezer blankets. When transporting product in an agency vehicle, the agency will utilize appropriate materials, such as thermal blankets, to ensure that all products remain at a safe temperature during transportation, and ensure that the product is securely contained within the vehicle.

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9. **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 (FDCA) and any regulations that follow. All MANNA Product must be stored at least 6 inches off the floor and 6 inches away from the wall. Product received from MANNA must be labeled and stored separately from non-MANNA products. The Agency agrees that all storage and preparation of products received from MANNA FoodBank will take place in a facility that has been inspected and approved by MANNA FoodBank. The agency also agrees to distribute MANNA Product expediently and will not attempt to stock MANNA Product in a quantity greater than the agency can distribute within a three month period.
10. **Food Safety Certification:** The Agency agrees that at least one staff person will maintain current appropriate certification in safe food handling, as approved by MANNA FoodBank. Minimum approved trainings include (by program type):
 - A **Food Consumed Off-Site/Pantry programs:** MANNA FoodBank Safe Food Handler for Food Banks Certification.
 - B **Food consumed On-Site/Meal Programs:** Full ServSafe Food Managers Certification or other comparable safety training curriculums approved by the food bank. The Agency also agrees that their key food service program staff will meet local commercial food safety standards. The Agency is responsible for finding and funding this required course.

When certification expires, The Agency will have 3 months in which to get recertified. Failure to recertify within 3 months after date of expiration will result in account suspension or termination.
11. **Donor Stipulations:** The Agency agrees that it will adhere to any donor stipulations placed on donated products.
12. **“As Is” Condition:** The Agency agrees that it will accept all products received from MANNA FoodBank in “as is” condition.
13. **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 MANNA FoodBank. The Agency agrees that if it should choose to purchase non-donated products through MANNA FoodBank’s Cooperative Buying Program, then it will pay any extra charges and costs associated with that product.
14. **Local Donations from Feeding America National Donors:** If an agency receives donations *directly* from a nationally affiliated Feeding America donor, such as Walmart, BI-LO, Food Lion, Sam’s Club, Frito Lay, Publix, Sara Lee, the Agency agrees to abide by the specific procedures and record keeping agreements related to these donations outlined by MANNA FoodBank. Agencies who participate in the Direct Retail Program must sign the annual Direct Retail Agreement and attend all required trainings.
15. **Discrimination:** The Agency agrees that it will not engage in discrimination, in the provision of service against any person because of race, color, sex, age, citizenship, national origin, ancestry, disability, religion, political beliefs, marital status, homelessness status, sexual orientation, gender identity, unfavorable discharge from the military or status as a protected veteran, or if all or part of an individual's income is derived from any public assistance program. Additionally, MANNA FoodBank asks that partner agencies serve people experiencing homelessness.
16. **Proselytizing:** The Agency agrees that it will not use MANNA Product for the purposes of religious conversion or recruitment, and will not require that clients participate in religious activities in order to receive MANNA product. The Agency agrees that it will distribute MANNA Product in the spirit of inclusion, regardless of religious affiliation.
17. **Participation in Agency Programming:** The Agency agrees that it will not require clients to participate in programming in order to receive MANNA product. We ask for ease of access to food and for all agency programming to be optional for clients.
18. **Authorized Agent:** The Agency agrees to have only an authorized personnel pick-up or receive products from MANNA FoodBank. The Agency also agrees to make known to MANNA FoodBank a list of authorized agents and contact

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MANNA FoodBank when a change is made to that list.

- 19. **Access to only one Feeding America Member Food Bank:** The Agency agrees that it will only receive food from MANNA FoodBank and no other Feeding America Member Food Bank.
- 20. **Active/Inactive Agency Designation:** The Agency agrees that it will obtain products from MANNA FoodBank at least once every four months to be deemed an Active Agency. If the Agency becomes inactive, then the Agency will not be allowed to obtain products from MANNA FoodBank. 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 MANNA FoodBank.
- 21. **Sub-distribution:** The Agency agrees not to sub-distribute MANNA Product to any organization, agency, partner, or entity other than a MANNA Partner Agency. The Agency may call MANNA to request special permission to give remaining product to another qualified MANNA Partner Agency. The Agency is responsible for documenting the transfer of product. The Agency agrees to make every effort to minimize the necessity of product transfers.
- 22. **MANNA Logo:** MANNA FoodBank requires all of its Member Agencies to include and display the official logo at all food distribution locations. For media statements, MANNA requests that partner agencies acknowledge that they are a partner with MANNA FoodBank (please see text below). Should the partnership between MANNA FoodBank and the Member Agency be terminated, the Agency must remove the MANNA FoodBank logo from all print material, agency webpage, and food distribution facilities. For questions about media opportunities, please contact MANNA's Marketing and Communications Director at 828-299-3663 ext. 1223.

AGENCY NAME is in partnership with MANNA FoodBank in Asheville, NC, the Feeding America affiliate food bank serving the 16 western-most counties of North Carolina. Visit MANNAFoodBank.org to learn more.

- 23. **Multiple Locations:** The Agency agrees that it will only receive and store product from MANNA FoodBank at multiple locations if: 1) all locations individually meet the requirements of this agreement, 2) have been inspected and, 3) are approved by MANNA FoodBank prior to receiving and distributing food.
- 24. **On-Site Inspections:** The Agency agrees to allow representatives of MANNA FoodBank, donors and government agencies to inspect and audit all facilities and vehicles where products received from MANNA FoodBank are received, stored and distributed, with or without notice. Allowing inspections is a requirement of this agreement.
- 25. **Corrective Action, Grievance and Termination Policy:** If at any time The Agency is found to be in violation of the Partner Agency Agreement, the Agency agrees to complete corrective actions, as specified by the MANNA FoodBank. The Agency agrees to submit written documentation of corrective action activities to MANNA FoodBank.
- 26. **Termination of Annual Partner Agency Agreement:** The Agency or MANNA FoodBank can terminate this agreement, with or without cause, at any time. Written notice of termination must be provided to both parties in writing. Notification of termination can be sent to MANNA FoodBank, 627 Swannanoa River Rd. Asheville, NC 28805. Upon termination of agreement, The Agency agrees to pay MANNA FoodBank any fees for product received prior to termination, and return any undistributed MANNA Product to MANNA FoodBank within 30 days of termination.

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27. Liability Release: The Agency’s authorized representative’s signature below hereby affirms that the original donors, MANNA FoodBank, and Feeding America:

- I. Are released by the Agency from any liabilities resulting from the donated goods.
- II. Are held harmless from any claims or obligations in regard to the Agency or the donated goods.
- III. Offer no express warranties in relation to the gift of goods.

The Agency’s authorized representative’s signature below confirms that the Agency has thoroughly read this agreement and agrees to abide by all terms. This agreement expires on December 31, 2019 or upon execution of a new agreement prior to that date.

Signatures:

Agency Signature section must be signed by the highest authority within the organization, someone who is responsible for the organization. (Ex: Executive Director, Board President, Pastor, or Church Council Chair)

<p>Agency Authorized Signature:</p> <p>X _____ Date _____</p> <p>Printed Name _____</p> <p>Title/Position _____</p>	<p>MANNA FoodBank Authorized Signature:</p> <p>_____ Date _____</p> <p>Printed Name <u>Amy Haynes</u></p> <p>Title/Position <u>Agency Relations Manager</u></p>
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Addendum A - MANNA Food Bank Agency Suspension Policy

MANNA Food Bank reserves the right to monitor each and any Partner Agency at any time to ensure compliance standards are being met.

POLICY VIOLATIONS

Food and Donated Product

1. Exchanging donated food or other product for money, property (including other food items), or services.
2. Removal of donated food or other product from on-site program for private use.
3. Using donated food or other products in a manner that is not related to the exempt purposes of the member agency’s mission to serve community members in need.
4. Improperly stockpiling of donated food or other product.
5. Improperly storing, refrigerating, or transporting donated food or other product.

Agency Agreements and Record Keeping

1. Violation of the Agency Agreement with MANNA Food Bank.
2. Violation of the TEFAP Record Keeping Agreement with MANNA Food Bank.
3. Not providing monthly statistics for MANNA donated product.
4. Not providing monthly statistics for TEFAP product.
5. Discrimination of clients served, in any manner.

Fiscal Responsibility

1. Delinquency in reimbursement of shared maintenance contributions and/or delivery costs. This includes past due balances exceeding 90 days.

DISCIPLINARY ACTIONS

Probation:

A Partner Agency may be placed on probation for a period not to exceed three months if found to be in violation. Notification must be in writing in both email and letter form. The Agency Relations Manager has the authority to place Partner Agencies on probation. The Partner Agency may appeal its probationary status to the Agency Relations Manager by delivering such appeal within 10 working days, in writing. The purpose of the probationary period is to place a Partner Agency on notice that it must bring its program into compliance or face suspension or expulsion. During the probationary period, the Partner Agency retains all rights and privileges, including the ability to order product.

If the violation is not resolved by the end of the probationary period, the Agency Relations Manager has the authority to extend the probationary period or to suspend the Partner Agency. During the suspension period, the Partner Agency no longer has the ability to order product. The Partner Agency may appeal this decision as previously outlined. A Partner Agency's probationary status is terminated when one of the following occurs: (1) The Partner Agency informs the Agency Relations Manager that the violation has been resolved, or (2) The

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Partner Agency has been suspended or expelled.

Suspension/Termination:

A Partner Agency may be suspended or expelled, without first being placed on probation, if found in violation of 1, 2, 3 or 4 under Food and Donated Product, as well as discrimination of any kind. All other violations must be preceded by a probationary period for the violation. The Agency Relations Manager may implement a suspension/expulsion which results in the agency losing all the rights and privileges of a Partner Agency as well as its status as such. At the end of a suspension period, an agency may re-apply to become a Partner of the Food Bank, however, once expelled an agency may never apply for partnership again.

Partner Agency Name *Date*

Agency Representative Signature *Date*

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Addendum B – Grey Areas Worksheet

This worksheet highlights the most frequently asked questions from our partner agencies in the area of compliance. These “grey areas” have been listed out with requirements and recommendations based on the best information we could gather through Feeding America. We welcome your feedback and appreciate your efforts towards implementing these best practices at your agency.

Issue	Required	Recommended
Temp Logs for The Emergency Food Assistance Program (TEFAP)	TEFAP requires recording temperatures on a daily temp log.	<ul style="list-style-type: none"> • Get a digital thermometer • Daily recording of temperatures • For variations on TEFAP requirements please call your NCDA field agent at 919.575.4490
Temp Logs for regular MANNA Food	MANNA requires a weekly temperature recording.	<ul style="list-style-type: none"> • Daily recording of temperatures • Get a digital thermometer • Quarter Test - Put a cup of water in the freezer until its frozen solid. Then, take it out, and put a quarter on top of the ice. Return the cup— with the quarter—back to the freezer. Following a power outage, if you find the quarter has moved to the bottom of the cup, then you'll know your food was unrefrigerated while you were gone and it's no longer safe to eat. If the quarter is still above the middle, the food is likely safe to eat. But, when in doubt, throw it out! • <u>Always check for signs of spoilage and follow food safety best practices.</u>
Eligibility for MANNA Food	<ul style="list-style-type: none"> • TEFAP: all info on form must be completed, and they must reside in your County. <u>No ID or proof is ever required - take clients at their word.</u> For homeless folks with no address just record where they 	<p>Be a gateway for food, not a gatekeeper.</p> <p>Please keep in mind the need of special populations, including people who are homeless and people with physical and mental disabilities. They may need food that does not require refrigeration, etc. They may need can openers, or pop-top cans. Ask and accommodate.</p>

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	<p>slept last night in county, ex. Murphy Wal-Mart in car or by Tuckasegee River.</p> <ul style="list-style-type: none"> • For Non-TEFAP food: Self-declared need. No ID or address required, but capture demographic data required for monthly MANNA reports (age, ethnic background, and number of people in their household). This data may be collected by observation alone. 	
Intake process for clients	<p>TEFAP - use TEFAP form found on MANNA's website Non-TEFAP - capture data required for MANNA monthly report which includes gender, age, race, number of households and individuals.</p>	Use MANNA's sample client intake form for distributions.
Volunteers consuming products / Volunteers getting preferential treatment	<p>Staff/volunteers may consume MANNA product if:</p> <p><u>On-Site Partners</u> (Meal Providers): More than 50% of recipients are in need.</p> <p><u>Off-Site Partners</u> (Emergency Food Pantries): Individuals must qualify as 'in need' and cannot receive special treatment.</p>	Establish an organized way that volunteers/staff are incorporated into the line/pool of people waiting without preference or "first dibs" as well as actively promoting that culture and checking in to see it is being followed.
Proselytizing	Any religious or political offerings must be by invitation only. People of all	Any religious participation – prayer, written material, personal interactions and music is totally optional and separate from food

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	religious beliefs and those without any religious beliefs must be treated equally for food distribution. No advantage can be given to those of a preferred belief or those targeted for religious recruitment.	programming and will not impact or interrupt food distribution at all.
Compliance issues/follow-up actions	When a MANNA employee sends a formal complaint or compliance issue with a request for follow up, partners must respond accordingly within two weeks and work with MANNA until the issue is resolved to the satisfaction of both parties.	Contact your Zone Coordinator to create a corrective action plan that works for you and your agency.
TEFAP rules territory served	Serve anyone living in the county who qualifies by income – people are allowed to get one TEFAP box every 7 days at their own request.	Pantries may have as many TEFAP distributions as they like per month, so long as boxes are received at least 7 days apart.
MANNA rules for territory served	Need is self-determined by client, no proof of ID required.	Serve anyone that requests food anytime. Make it easy to get food when it is needed. If your service is limited to County residents, serve the person once while they are there, then refer them to partner agencies in their county using the MANNA Food Finder.
TEFAP rules for people served	<ul style="list-style-type: none"> You are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. 	For a complete list of TEFAP rules, please visit their website: https://www.fns.usda.gov/tefap/emergency-food-assistance-program-tefap

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	<ul style="list-style-type: none"> • People with disabilities must be reasonably accommodated • Must record address unless homeless, in that case they need to state where they slept last night (i.e. Sylvania Wal-Mart parking lot in car) • Self-declare the household's income (no proof required) or self-declared food stamp recipient. • 2 Signatures required for each visit 	
Food Stock	<p>Food hoarding is considered having more than 2-3 months' worth of product on hand at any given time and is deemed unacceptable.</p> <p>Exception: If a certain product comes through SAM or Food Drive that might not necessarily be seen again, and an agency would like to be able to distribute that product to clients consistently over a period of time, <i>then</i> it is acceptable to have a surplus of that particular product on hand.</p>	We recommend following the first in, first out rule (FIFO) to ensure freshness, quality, and the overall food safety of all products.
Pest Control	Regularly monitor your space for signs of pests and work with a pest management professional.	Monthly or quarterly pest service.

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<p>Food Safety Training (FST)</p>	<p>Must attend FST within quarter of expiration and or certified person leaving the organization.</p> <p>Meal programs are required to complete the ServSafe Manager Level Training.</p>	<p>MANNA staff offers quarterly ServSafe Food Handler Training for pantries (2 hours and \$12 for book).</p> <p>ServSafe Manager Training offered 2x year by MANNA. This 8-hour training is for partners serving meals on site.</p> <p>Online course are offered through servsafe.com</p>
<p>Emergency Food Provider (EFP)</p>	<ul style="list-style-type: none"> • Must be open to the public and listed on MANNA’s Food Finder • EFP's distributed on a short-term or emergency basis until clients are able to meet their food needs. 	<p>The benefits of being an EFP include access to more food options, like SNAP food and TEFAP product. MANNA works closely with our EFPs to increase the flow of food into underserved communities through offerings to strengthen their ability to alleviate hunger. They are a force for help in their community.</p>
<p>Discrimination and Client Treatment</p>	<ul style="list-style-type: none"> • You are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. • People with disabilities must be reasonably accommodated 	<p>Always err on the side of compassion, preserving a client’s privacy and dignity while getting food distributed to your community with little to no waste or spoilage.</p>