

PARTNER AGENCY AGREEMENT & RELEASE

Addendum to Partner Agency Agreement & Release
Foodbank of Southeastern Virginia & the Eastern Shore



This Agreement is between The Foodbank of Southeastern Virginia and the Eastern Shore a 501(c)3 organization, and Agency _____

Pantry Address _____

City _____ State _____ Zip Code _____

The above Partner Agency agrees that it will abide by the following terms and conditions included in this Agreement:

Organization Criteria

1.0 The Agency (hereinafter “Partner Agency”) certifies that it is a tax exempt 501(c)3 non-profit organization or a qualified religious organization.

- May not be a private foundation, even if it has an exemption under Section 501(c)(3) the Code.
- Must be incorporated for the purpose of serving the ill, needy, or infants or be a Church, and place emphasis on serving needy clients.
- Foster parent associations are ineligible for Agency Membership.

1.1 The Partner Agency certifies that it meets the IRS eligibility requirements for receipts, transfer, and use of donated food under section 170(e)(3).

1.2 The Partner Agency certifies that if its 501(c)3 status is cancelled or expires, the Partner Agency will notify the Foodbank and stop distributing Foodbank products immediately.

1.3 The Partner Agency agrees to provide the Foodbank with of a copy of the 501(c)(3) determination letter designating agency as a public charity or a letter of affiliation or affirmation, or if a faith-based organization doesn't have 501(c)(3) status, documentation that they meet IRS guidelines. Must be submitted to the Foodbank of Southeastern Virginia before membership can be activated.

1.4 The Partner Agency must directly serve clients who are needy, ill, and/or infants, children (under the age of 18), and use Foodbank product to serve their clients only in a manner related to its tax-exempt purpose.

1.5 The partner agency agrees not to use ‘Foodbank’ or “Food Bank” in its name.

1.6 The partner agency and the Foodbank will remain independent contracting agencies that are legally separate.

1.7 Any Partner Agency that has been accepted as a USDA/TEFAP distributing agency understands and agrees to follow and abide by all rules, regulations and guidelines as stated in the USDA Agreement Addendum, in addition to the rules regulations and guidelines set forth in this Partner Agency agreement.

Food Safety

- 2.0 The Partner Agency will abide by the safe and proper handling of food and donated goods, which conforms to all Foodbank, Feeding America, Federal, state, and local regulations.
- 2.1 The product is accepted “as is.”
- 2.2 The Partner Agency agrees to receiving assorted products from the Foodbank and agrees that the product will be duly inspected upon delivery.
- 2.3 The Partner Agency must have a minimum of two active program representative who has passed a Food Safety course approved by the Foodbank for that Partner Agency’s location and type of operations.
- Must provide a copy of current Food Safety Card/certificate showing certification expiration
 - Must re-certify every 2 or 5 years based on certification.
 - Agencies will be put on HOLD if they do not have a representative with an active Food Handler’s or Professional Food Manager Certificate.
- 2.4 The Partner Agency is responsible for keeping Foodbank products in a safe condition from the point they are accepted until they are distributed to or served to neighbors.
- 2.5 The Partner Agency agrees to have and maintain appropriate and adequate transportation, storage space, and refrigerators and/or freezers at the approved distribution site to ensure the integrity of Foodbank product until it is prepared and/or distributed.
- 2.6 The Partner Agency must be capable of loading and transporting product from the Foodbank warehouse and/or Retail Rescue locations in a manner that ensures safe food handling practices (i.e., freezer blanket and /or coolers /ice packs) and that safe temperatures for foods are maintained.
- 2.7 All food products must be transported directly from the Foodbank or Retail Rescue site to the approved Partner Agency site in a vehicle with a clean food storage area.
- 2.8 The Partner Agency agrees to store, prepare and/or distribute Foodbank products only at approved sites.
- 2.9 The Partner Agency must store all products a minimum of six inches off the floor, and all products must be adequately spaced from the walls and ceiling to allow for proper air circulation (6 inches).
- 2.10 The Partner Agency must maintain refrigerators, freezers, and storage rooms at the proper temperatures, maintain functioning thermometers in all refrigerators, freezers, and dry storage areas, as well as keep a record of logged temperatures.
- 2.11 The Partner Agency agrees that it will only take Foodbank products in an amount necessary for its program as most recently reported to the Foodbank in writing.
- 2.12 Foodbank product may not be stored for more than 90 days past receipt. If there is inventory that has been stored more than 90 days, the Partner Agency must contact the Foodbank.
- 2.13 The partner agency agrees to notify the Foodbank whenever it receives notice of any claim of liability related to food or any report of illness possibly related to food provided by the partner agency or the Foodbank within 24 hours.
- 2.14 The Partner Agency agrees to adhere to any additional donor stipulations affecting distribution of Product received through the Foodbank.

Partner Agency Distribution Requirements

The Partner Agency, its employees, and/or its volunteers agree to abide by the following statement of non-discrimination:

Agencies 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 or expression, unfavorable discharge from the military or status as a protected veteran, or as otherwise prohibited under the current USDA non-discrimination statement.

- 3.0 The Partner Agency and all of its representatives agree to treat all neighbors, volunteers, staff, and Foodbank representatives in a professional manner with appropriate language and behavior at all times.
- 3.1 The Partner agency may not sell or barter any products attained through the Foodbank or through its partnership with the Foodbank in exchange for money, other property, or services.
- 3.2 All products must be distributed at no charge to eligible neighbors with no suggested or implied donation or volunteer requirement. Donations may never be collected.
- 3.3 The Partner Agency agrees not to require or suggest neighbors participate in any activity in exchange for Foodbank products. Should a partner agency host religious activities, the Partner Agency must operate those religious activities separately from food programs that use Foodbank products.
- 3.4 The Partner Agency agrees that it will not distribute Foodbank products to any other outside agency, organization, or entity without prior written Foodbank authorization.
- 3.5 Partner Agency approved programs must provide a food distribution/meal a minimum of once per calendar month unless pre-approved by the Foodbank. Agencies must adhere to regular, established days and times as approved by the Foodbank. If an agency needs to adjust this schedule, the agency should contact the Foodbank so adjustments can be made on Foodbank website.
- 3.6 The Partner Agency must post their days and hours of distribution in an area that is visible to the community and potential neighbors.
- 3.7 All Foodbank products must be distributed directly to neighbors through Foodbank approved programs.
- 3.8 The Partner Agency may **NOT** distribute any Foodbank product within that agency for their distribution /use. Example: Foodbank products may not be used for a church function or meeting, funeral, social event, fundraiser, and other functions where business is conducted relating to Agency Partner.
- 3.9 The Partner Agency agrees that only volunteers who meet the eligibility requirements will qualify and receive Foodbank products. If the volunteer qualifies, the volunteer must receive the same type, quality, and number of products, given in the same way as any other client would receive their product.
- 3.10 Partner agency will not consume any product from the Foodbank (food or non-food), consumption of beverages by volunteers when carrying out assigned duties.
- 3.11 The Partner Agency agrees that staff, volunteers, or other persons who are ineligible will NOT use Foodbank products for personal use or consumption.

Partner Agency Operational Requirements

- 4.0 The Partner Agency must maintain a filing system that includes their neighbor intake forms, temperature logs, and Foodbank invoices. All forms and reports are to be kept on site. All paperwork must be kept on file for two years. The files and reports are to be made available at biennial inspections and upon request.
- 4.1 All Partner Agencies must maintain confidentiality of neighbor information. Information received cannot be shared with any third party. Agencies will take appropriate administrative and technical measures designed to protect individual privacy and data confidentiality and security. The only exception to this rule is if this information is requested by a legal authority in reference to illegal and or criminal activities.
- 4.2 The Partner Agency agrees to abide by all accepted Foodbank, Feeding America, USDA, and Partner Agency Manual rules and regulations at all times, and will abide by any further changes to policies, procedures and record keeping requirements of the Foodbank.
- 4.3 The Partner Agency will submit statistics via the Partner Agency monthly report by the 1st day of the month following the distribution month. The Partner Agency understands that if monthly reports are not submitted by the 7th day of the month, the Partner Agency account will be on HOLD status until the reports are received and processed. The Partner Agency accepts that if reports are turned in after the 7th of the month, the Foodbank has three business days in which to process the report(s) and remove the HOLD from the account. Reports that must be turned in are:
- -Monthly Report (or Link2Feed/Service Insights)
 - -Temp Logs (if participate in USDA/TEFAP or CSFP)
 - -CSFP Client Lists
 - -USDA/TEFAP Report (if agency participates)
- 4.4 The Partner Agency must allow site visits during normal business hours, sometimes without prior notification by the Foodbank.
- 4.5 Partner Agencies must notify the Foodbank 24 hours after a pick-up or delivery if there are any discrepancies with their order. The Foodbank is not responsible for any order discrepancies after that time frame.
- 4.6 The Partner Agency must get approval from the Foodbank in writing before changing and/or adding a distribution site.
- 4.7 The Partner Agency understands that if their account is inactive for 6 months, their account will be suspended, and they must reapply for partnership.
- 4.8 Each Agency in good standing must be monitored on-site at least once every two (2) years UNLESS they are a TEFAP or CSFP participating agency which must be completed annually.
- 4.9 If the Foodbank determines that an Agency is out of compliance and the compliance issue is or could adversely affect Product integrity, donor relations, neighbor access to services, or the reputation of the Foodbank or Feeding America, the Partner Agency will be given an “Out of Compliance Warning” and a corrective action plan that must be implemented within 30 days. Documentation of the corrective actions will be kept in the agency’s file. Agency representatives will follow-up within 30 days of “Out of Compliance Warning” to ensure the situation is being remedied. If a partner does not take corrective action within 60 days, the Foodbank has the right to place the partner agency on suspension or terminate the partnership based on severity of the situation. Situations that challenge civil rights and/or food safety take highest priority.

4.10 If the Foodbank is unable to reach the Point of Contact after numerous attempts including phone, email, or in writing, the Foodbank will put the Partner Agency's account on HOLD.

Partner Agency Warranties, Liability Release Clauses, and Fees

5.0 All Partner Agencies that are programmatically, fiscally, and legally responsible for the donated Product handling/distribution activities of the designated group.

5.1 Partner Agencies agree to pay the handling fees assessed which include:

- Application Fee
- Restocking Fees
- Cost of Purchased Product

5.2 Funds used to pay fees assessed by the Foodbank must come from the Partner Agency and go through the fiscal books of the Agency. No 3rd party organization/person can make payments for the agency on its behalf directly to the Foodbank.

5.3 The Partner Agency recognizes and accepts that the Foodbank may raise, reduce, or change fees and charges without prior notification.

5.4 Payment for product and services is due 30 days from the date of invoice. Invoices that are more than 60 days past due will result in a HOLD being placed on a partner agency.

5.5 The original Donor, the Foodbank, and Feeding America are released by the Agency from any liabilities resulting from the donated Product.

5.6 The original Donor, the Foodbank, and Feeding America are held harmless from any claims or obligations in regard to the Agency or the donated Product.

5.7 The original Donor, the Member, and Feeding America offer no express warranties in relation to the Product.

It is further agreed between the Partner Agency and the Foodbank of Southeastern Virginia and the Eastern Shore that:

In accordance with applicable state and/or Federal law, the Partner Agency releases the Foodbank of Southeastern Virginia and the Eastern Shore, Feeding America and the original donor from any liability resulting from the products obtained from the Foodbank and further agrees to indemnify and hold the Foodbank of Southeastern Virginia and the Eastern Shore, Feeding America and the original donor free and harmless against any and all liability, damages, losses, claims, causes of action and suit of law or inequity or inequity or any obligation whatsoever arising out of or attributed to any action of said Partner Agency or any personnel employed by said Partner Agency in connection with its storage and use of products obtained from the Foodbank.

I have read and reviewed this agreement and I am authorized to enter into this agreement on behalf of the Partner Agency. I understand and agree to follow all the terms listed in this Foodbank of Southeastern Virginia and Eastern Shore Partner Agency Agreement. I understand that violation of any of the policies or conditions of this agreement may result in the loss of Foodbank program privileges.

I understand that any false statements or failure to comply with the requirements of this agreement may result in the suspension or termination of partnership with the Foodbank of Southeastern Virginia and the Eastern Shore.

I understand that this Agreement may be terminated by either the Foodbank of Southeastern Virginia and the Eastern Shore or the Partner Agency upon written notice to the other party.

Name of Partner Agency _____

501c3 Number _____

Name of Executive Director/Pastor _____

Email address _____ Phone No. _____

Signature of Food Pantry Executive Director/Pastor Date

Name of Partner Agency Point of Contact _____

Email address _____ Phone No. _____

Signature of Partner Agency Point of Contact Date