



# **SOUTH MICHIGAN FOOD BANK**

Partner Agency Agreement  
Effective 3/1/2020

South Michigan Food Bank  
5451 Wayne Rd  
Battle Creek, MI 49037  
269-964-3663  
[www.smfoodbank.org](http://www.smfoodbank.org)

Dear Partner Agency,

Thank you for choosing to partner with the South Michigan Food Bank (Food Bank) in your work to end hunger in your community. As the only regional Food Bank serving Barry, Kalamazoo, Calhoun, St Joseph, Lenawee, Branch, Hillsdale, and Jackson counties, we provide over 9 million pounds of food annually to agencies like yours. The benefits of your membership include access to our warehouse inventory for shopping, training opportunities, food safety, access to national donors, and more. Partnerships with local Partner Agencies like yours, as well as other community partners such as farmers, nonprofit organizations, service clubs, retail partners, and more allow us all to best serve the communities we love. The Food Bank has several different program opportunities for your Partner Agency. Whether you operate a food pantry, Fresh Food Distribution (FFD) site, soup kitchen, Back Pack Program (BPP), residential feeding program, or other hunger relief program, we can help you make the biggest impact possible!

The details of this agreement (including rights and responsibilities of both the Food Bank and Partner Agency) are outlined in the following pages. Please read, sign, and return the last page to Mary Stone, Compliance Coordinator, at 5451 Wayne Road, Battle Creek, Michigan 49037 and keep at least one **complete** copy for your records. **The 2020 Partner Agency Agreement and the included addendums replaces any former contract signed by your Partner Agency and includes updates mandated by Feeding America and the Food Bank Council of Michigan, as well as policy updates from the Food Bank.** It must be signed and received in our office no later than March 31, 2020. Agencies that do not return this signed agreement, including all amendments, by March 31, 2020 will be placed on product hold until received. Thank you for your partnership and thank you for all that you do in our communities!

Sincerely,

*Marsha L. Keefer*

Marsha L. Keefer  
Chief Operating Officer  
269-441-4426  
[marsha@smfoodbank.org](mailto:marsha@smfoodbank.org)

## Partner Agency Agreement Effective January 1, 2020

This document is an agreement made between the South Michigan Food Bank located at 5451 Wayne Rd Battle Creek, MI 49037 and Partner Agency and replaces any and all previously signed agreements.

As a member of the South Michigan Food Bank's Partner Agency network, your agency is entitled to several benefits. These benefits include (but are not limited to) the following:

- A. Access to training and workshops, specifically in food safety, fundraising, SNAP Education, and more
- B. Access to the Food Bank warehouse and inventory
- C. Maintained chain of food safety
- D. Access to Retail Donor partners
- E. Access to Food Bank Challenge fundraising program
- F. Assistance with volunteer recruitment and training if needed
- G. Access to agency enabling opportunities, including equipment, grants, and more
- H. Assistance with marketing and advertising if needed
- I. Access to Feeding America's national network of donor partnerships and fundraising opportunities

## Terms of the Partner Agency Agreement, 2020:

The Partner Agency agrees to **all** of the terms and conditions outlined in this agreement. If any of these terms or conditions are violated, the Food Bank has the right, without further investigation, to stop distributing product to the Partner Agency and/or follow processes outlined in the Suspension and Termination Policy until the term(s) or condition(s) are met:

- A. **Qualifying Partner Agency Criteria:** The Partner Agency must maintain eligibility by either remaining in-good standing with the Internal Revenue Service as a designated 501c3 organization or meeting church qualifier requirements. These qualifiers are reviewed annually and must remain current.
  
- B. **Purpose of Incorporation and Service:** The Partner Agency agrees that it is incorporated to serve the ill, needy and/or infants (minor children 0-18 years old). The Partner Agency also agrees that it is not incorporated for a purpose unrelated to serving the ill, needy and/or infant (such as publication of a non-profit periodical providing information to members) nor will the Partner Agency distribute Food Bank received products to people who do not qualify to receive the products as defined in IRS Code section 170(e)(3).
  
- C. **Use of Received Products:** The Partner Agency agrees that it will not sell or use products obtained from the Food Bank or through its donor network in exchange for money, other property or services, including using products for the purpose of fundraising programs or other events. This includes (but is not limited to) food and non-food products received through the Store Retail Donor Program (store rescue). The Partner 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) and any amendments to the Code (See the Federal Register/Vol. 47, No.21/Monday, February 1982/Rules and Regulations, pp. 4509-4512).
  
- D. **Area of Distribution:** The Partner Agency agrees that it will only distribute products received from Food Bank in the areas discussed in the initial application and will discuss changes to service area with Food Bank staff. The Partner Agency also agrees that it will not distribute any products outside of the United States and Puerto Rico.
  
- E. **Record Keeping:** The Partner 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 products and the date of its receipt. The Partner Agency also agrees to outline its procedure for determining that the final recipient of the product is ill, needy or infants (minor children 0-18 years old). The Partner Agency also agrees to submit required monthly service number reports to Food Bank at the specified time (no later than the 5<sup>th</sup> of the following month) as well as other reports as requested by Food Bank staff.

- F. **Availability of Records:** The Partner Agency agrees to make its books and records, including but not limited to those which track the receipt and distribution of products obtained from the Food Bank and Food Bank partners and financial record keeping books available to the Food Bank, with or without notice.
- G. **Local, State and Federal Regulations:** The Partner Agency agrees that it will ensure the donated product conforms to any applicable provisions of the FDC and Cosmetic act (as amended), and any regulations that follow. The Partner Agency also agrees that it will handle products, conforming to all local, state and Federal regulations, and will maintain current licenses as required by local, state and Federal regulations.
- H. **Storage and Handling of Products:** The Partner Agency agrees that it will store, handle and distribute products consistent with the Federal Food, Drug and Cosmetic Act and any regulations that follow and will follow food safety guidelines as outlined in this Agreement.
- I. **Food Safety:** The Partner Agency agrees that by the end of 2020, **at least two** staff (paid or volunteer) persons be trained in food safety from an ***approved*** food safety training course. Approved trainings are Food Safety for Food Banking, ServSafe Food Handlers, National Restaurant Association Certification, and Food Handlers Card, or other approved safety training curriculums. The Partner Agency also agrees that if it utilizes food provided by the Food Bank to prepare and serve meals, their key food service program staff (paid or volunteer) are required to meet local commercial food safety standards in addition to having the standard approved food safety training.
- J. **Donor Stipulations:** The Partner Agency agrees that it will adhere to any donor stipulations placed on donated products. If these stipulations exist, Food Bank will provide a detailed explanation prior to releasing products.
- K. **“As Is” Condition:** The Partner Agency agrees that it will accept all products received from the Food Bank in “as is” condition.
- L. **Shared Maintenance, Transportation, and Value-Added Processing Fees:** The Partner Agency agrees to pay any and all applicable Shared Maintenance and/or handling fees (Value Added Processing, Delivery Charges, Transportation fees, etc.) for all products received from the Food Bank in a timely manner.
- M. **Discrimination:** The Partner Agency agrees that it will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation, including gender identity, unfavorable discharge from the military or status as a protected veteran.

- N. **On-Site Inspections:** The Partner Agency agrees to allow representatives of Food Bank, donors and government agencies to inspect and audit all facilities and vehicles where products received from the Food Bank or the Food Bank donor network are received, stored and distributed, with or without notice.
- O. **Authorized Agent:** The Partner Agency agrees to have only an **authorized** agent(s) pick-up or receive products from Food Bank. The Partner Agency also agrees to make known to the Food Bank a list of authorized agents and contact Food Bank within 5 business days when a change is made to that list.
- P. **Communication:** The Partner Agency **must** provide Food Bank with a working email address and phone number with message leaving capabilities. The email must be used regularly (once per week minimum) as this is how Food Bank will send recall notices and other important information.
- Q. **Access to One Feeding America Member Food Bank:** The Partner Agency agrees that it will only receive food from the Food Bank and no other Feeding America Member Food Bank.
- R. **Liability Release Form:** The Partner Agency agrees to execute and retain for the current and three years prior. If operating as a Fresh Food Distribution (FFD) the Partner agency must submit to Food Bank a copy of the Liability Release Form, and any other liability release forms that Food Bank may require at any time.
- a. The Liability Release Form (also known as the sign-in sheet or TEFAP form) protects from liability:
1. The original Donor, the Member and Feeding America are released by the Agency from any liabilities resulting from the donated Product;
  2. The original Donor, the Member and Feeding America are held harmless from any claims or obligations in regard to the Agency or the donated Product;
  3. The original Donor, the Member, and Feeding America offer no express warranties in relation to the Product.
- S. **Operating Schedule:** The Partner Agency must operate at regularly scheduled times and these service times must be posted within easy sight of clients and potential clients. The Partner Agency must also communicate these service times, and any changes, including weather closures, to Food Bank. The Partner Agency must also have in place a system for notifying clients and potential clients of unexpected closures (weather, emergency, etc.).

- T. **Active/Inactive Partner Agency Designation:** The Partner Agency agrees that it will obtain products from Food Bank at least every 3 months (4x per calendar year) to be deemed an Active Partner Agency. (\*Exceptions to this requirement are those agencies who are designated “Holiday” or “Back Pack Program” in which case, the Partner Agency must order at least once for Holiday and twice for Back Pack Program Agencies each calendar year.) If the Partner Agency becomes inactive, then the Partner Agency will not be allowed to obtain products from Food Bank. The Partner Agency agrees that an updated Partner Agency Contract and monitoring visit *may* be required prior to being reinstated as an Active Partner Agency and allowed to obtain products from Food Bank again.
- U. **Multiple Locations and Sub-distribution:** The Partner Agency agrees that it will only receive and store product from Food Bank at multiple locations **if:** 1. all locations individually meet the requirements of this agreement, 2. have been inspected and, 3. are approved by Food Bank prior to receiving and distributing food. ***The Partner Agency is not allowed to sub-distribute donated product to any organization, Partner Agency, partner, or entity other than a qualifying client. (In the rare case of an exception, contact Food Bank before sharing product with another Partner Agency)***
- V. **Order Fulfilment and Pick Up:** The Partner Agency agrees that it is fully responsible for ensuring adequate and safe transportation and volunteer support for food order pick up, whether at the Food Bank Warehouse or tailgate location. This includes, but is not limited to, providing tarps, blankets, or other materials to cover food during transport, providing enough volunteers to quickly and safely load ordered items into vehicles, and providing enough vehicles for safe transport. If adequate transportation and volunteer support is not provided by the Partner Agency, Food Bank reserves the right to deny order pick up. In the event Food Bank denies a pick-up due to inadequate transportation or volunteer support, the product will go back into the inventory list and the Partner Agency will have to reschedule their pick up. Partner Agency may also be subject to associated fees outlined in Billing and Payment Terms section of this agreement.
- W. **Marketing Plan and Disaster Response:** The Partner Agency agrees to have in writing (and make available to the Food Bank when requested) both a marketing plan and a disaster response plan. The marketing plan will outline and detail how the Partner Agency advertises its services and requirements to clients and potential clients. The disaster response plan will outline steps the agency will take to notify clients and potential clients, as well as the Food Bank, of any closures or changes to normal operations as a result of a disaster, i.e. weather-related closure or long-term power outage.

The South Michigan Food Bank reserves the right to update or modify this agreement as needed. In the case of updates or modifications, an addendum will be added to the initial agreement and signed and dated by representatives from Food Bank and the Partner Agency.

## Suspension and Termination Policy

The South Michigan Food Bank (Food Bank) reserves the right to place a Partner Agency on suspension for a period of **up to** three (3) months for noncompliance. If the Partner Agency becomes compliant and adheres to outlined policies during the suspension period, suspension will be lifted with no further action taken. If the Partner Agency refuses to become compliant within the suspension period, Food Bank will terminate the partnership agreement with the Partner Agency. Partner Agency must wait at least 12 months (one calendar year) after termination date to apply again to become a Partner Agency. During the suspension period, the Partner Agency **may** be able to order and receive food (unless suspension is for nonpayment) from Food Bank; however, limits may be placed on amount, type, and frequency of availability to order. These limits will be at the discretion of Food Bank staff. Partner Agency may also be subject to additional monitoring visits from Food Bank staff. Possible reasons for suspension are outlined below.

1. The Partner Agency is significantly delinquent in payment of shared maintenance fee/service charge. See Accounts Receivable Policy for details.
2. The Partner Agency transports and/or stores product improperly and makes no corrections after initial warning.
3. The Partner Agency does not comply with required recordkeeping and reporting, including reporting pounds collected through store rescue, if applicable.
4. The Partner Agency does not comply with required education and training (specifically, Civil Rights Training and food safety training).
5. The Partner Agency is found to be in violation of any applicable state or local statute, ordinance, code or regulation.
6. The Partner Agency is not open to the general public or is found distributing donated product to unqualified recipients or exclusive groups such as a clubs, sports teams or church congregations.
7. The Partner Agency discriminates in any way based on race, religion, sexual orientation, native language, or other protected class as outlined in the required Civil Rights Training.
8. The Partner Agency **requires** participation in a religious service of any type prior to receiving food.
9. The Partner Agency has no screening process to determine if recipients qualify for services.
10. The Partner Agency refuses attempts by Food Bank staff to monitor, inspect, or otherwise visit.
11. The Partner Agency relocates, changes days/hours of service without informing Food Bank within 5 business days.
12. The Partner Agency sells, trades, or otherwise mismanages product received through Food Bank.
13. The Partner Agency repeatedly disregards food safety guidelines.
14. Any other violation of the policies and procedures of the Food Bank as outlined in the Partner Agency Agreement.



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## Suspension and Termination Policy Continued

### **GRIEVANCE PROCEDURE**

Partner agencies may voice concerns or appeal any decisions made by Food Bank staff. Place your concerns in writing and send to:

Chief Operating Officer, South Michigan Food Bank 5451 Wayne Road, Battle Creek, MI 49037.

All appeals will be reviewed by the Chief Operating Officer, Chief Executive Officer, and/or Board of Directors. A written response to the appeal will be issued within 30 business days.

## Billing and Payment Terms

**Invoice:** The Partner Agency will receive an invoice, by mail to address on account, detailing charges within ten (10) days of the order being picked up or delivered. Copies of current and past invoices are available through Primarius Web Window under the My Docs, invoice tab. Unpaid invoices are available under My Agency/Open AR.

**Statement:** Monthly statements are mailed within seven (7) days of the last day of the month for Partner Agencies with balances due or activity during that month. Statements are also available through Primarius Web Window under My Docs, statement tab.

**Payment terms:** Payment is due within 30 days of the invoice date.

**Payment details:** Please make checks payable to South Michigan Food Bank and include the following information:

- Agency name
- Agency code
- Invoice number

**Past due:** An invoice is considered past due if payment has not been received within 30 days after the invoice date. Payment or payment arrangements must be made immediately. If no payment has been received and the balance reaches 60 days past due, the following steps will be taken:

1. The Partner Agency will receive a letter requesting payment within 15 days from the date on the letter.
2. If payment is received in response to Step 1, no further action is necessary.
3. If no payment has been received within 15 days of the letter, the Partner Agency will be put on product hold until payment or payment arrangements agreed upon by both parties can be made. The agency will also be referred to the Agency Relations team for immediate follow up action including, but not limited to, a personal phone call, email or site visit until payment has been made and the Food Bank staff has worked with the agency to ensure that future balance issues do not become a concern.

**Fees:** Food Bank reserves the right to levy the following fees for violation of agreements:

- Missed delivery fee: \$50 per incident
- Returned check fee: \$25 per incident
- Restocking fee (for missed, incomplete pick-up, tailgate pick-up): \$25 per incident

## Food Safety Guidelines

The South Michigan Food Bank (Food Bank) takes food safety quite seriously and expects Partner Agencies to do the same. The following food safety guidelines are in place to enable us (and, by extension, you) to best serve those in need in our community. Please refer to this guide often and have it available for all clients, volunteers, and staff to use when questioning the safety of a food item or handling practice.

Food Type	Pick-up Guidelines	Storage Guidelines
<b>Meat, fish, and shellfish</b> (raw and cooked; includes cooked rotisserie chicken) <b>Prepared foods</b> <b>Ice Cream</b>	-Frozen solid 0F or below -Frozen on or before “sell by” or “use by” date	-0F or below -If frozen, can keep up to 3 months after product received -If not frozen, freeze immediately and can keep for up to 3 months
<b>Dairy-</b> includes all of the following (Milk, half and half, whipping cream, yogurt, cheese, soy products, dips, butter, margarine, etc....) <b>Eggs &amp; egg substitutes</b> <b>Bakery products</b> <b>Individually packed sandwiches</b> <b>Cut produce and leafy greens</b> <b>Deli items-</b> includes all of the following (potato salad, coleslaws, bean salads, macaroni salads, pork and beans, desserts, etc...)	-41F or below -No more than 1-day past “sell by” or “use by” date	-41F or below -If frozen, can be kept a maximum of 3 months -Store allergens (eggs, fish, milk, soy milk) separate from each other and away from other products -Raw, whole eggs should <b>NOT</b> be frozen
<b>Shelf stable products</b> <b>Canned products</b> <b>Jarred products</b> (Ketchup, mustard, BBQ sauce, steak sauce, pickles, relishes, jams, jellies, preserves, salad dressings, salsas, mayonnaise, peanut butter, etc...) <b>Bakery items</b> (bread, rolls, bagels, cakes, cookies, donuts, muffins, etc...) <b>Dry products</b> (flours, pastas, rice, grains, beans, lentils, etc...)	-Room temperature -Must be sealed	-Clean and dry storage rooms or warehouse -Flours, pasta, lentils, dry beans, grains should be refrigerated if not to be used within 3 months -Store allergens (peanuts, almonds, Brazil nuts, cashews) separate from each other and away from other products -Bakery products should be frozen if not to be used within 48 hours
<b>Non-Foods</b> (paper goods, health and beauty aids, OTC medications, vitamins, cleaning supplies, etc...)	-Room temperature -ALL chemicals <b>MUST</b> be transported and stored separately from each other and away from food products	-Clean and dry storage rooms or warehouse -ALL chemicals <b>MUST</b> be stored separately from each other and away from food products
Whole produce **Not all whole produce needs to be refrigerated**	-Clean and dry storage	-Clean and dry storage rooms or warehouse

Food Type	Unacceptable	Acceptable
<p>Canned goods  <a href="http://www.stilltasty.com">www.stilltasty.com</a> and  <a href="http://www.usda.gov">www.usda.gov</a> both have  guidelines on using canned goods  after their code date passes.  These dates are NOT indicative of  a food safety issue and most  canned foods can be eaten after  that date.)</p>	<ul style="list-style-type: none"> <li>-Unlabeled</li> <li>-Cannot read label</li> <li>-No codes on can</li> <li>-Severely dented</li> <li>-Dented rims</li> <li>-Very rusty</li> <li>-Leaking</li> <li>-Bulging or swollen</li> </ul>	<ul style="list-style-type: none"> <li>-Properly labeled and coded</li> <li>-Package not damaged</li> <li>-Small dents not near rim or seal</li> <li>-Rust that can be easily wiped off</li> <li>-No refrigeration required</li> </ul>
<p>Jarred goods  (glass or plastic)</p>	<ul style="list-style-type: none"> <li>-Unlabeled</li> <li>-Cannot read label</li> <li>-No codes on jar</li> <li>-Leaking</li> <li>-Broken leak proof or vacuum seal</li> <li>-Not in original container</li> <li>-Broken/cracked jar</li> </ul>	<ul style="list-style-type: none"> <li>-Labeled clearly and coded</li> <li>-Package not damaged</li> <li>-Intact seal</li> <li>-Original container</li> <li>-Vacuum seal intact</li> <li>-No refrigeration required</li> </ul>
<p>Packaged dry goods</p>	<ul style="list-style-type: none"> <li>-Unlabeled or cannot read label</li> <li>-No codes on package</li> <li>-Interior package open, exposing product</li> <li>-Not in original package</li> <li>-Product appears off color</li> <li>-No ingredient list</li> <li>-No allergen disclaimer statement</li> <li>-Not completely covered/wrapped</li> <li>-Not wrapped in approved food- safe packaging</li> <li>-Packaging is damaged, wet, or stained</li> <li>-Products smells or looks bags</li> </ul>	<ul style="list-style-type: none"> <li>-Clearly labeled and coded</li> <li>-Interior package intact with no product exposure</li> <li>-Outer package can be damaged as long as interior packaging is intact</li> <li>-In original package</li> <li>-No mold, bad odor, etc...</li> <li>-List of ingredients or an allergen disclaimer statement available</li> <li>-Packaged in food-safe packaging</li> <li>-No visible mold, no bad odor, etc...</li> <li>-No refrigeration required</li> </ul>
<p>Refrigerated products (ready to eat meats, eggs, liquid eggs, etc...)</p>	<ul style="list-style-type: none"> <li>-Not in original package</li> <li>-Cannot read ingredient statement</li> <li>-Outer package is wet or stained</li> <li>-Inner package is damaged, exposing product, wet, or stained</li> <li>-No "use by" or "sell by" date</li> <li>-Stored above 41F</li> </ul>	<ul style="list-style-type: none"> <li>-No damages to inner packaging</li> <li>-Within 1 day of "sell by" or "use by" date</li> <li>-Stored at 41F or below</li> <li>-Shell eggs can be used up to 7 days past "sell by" date</li> <li>-Liquid eggs can be used up to 72 hours after "sell by" date</li> </ul>
<p>Whole produce</p>	<ul style="list-style-type: none"> <li>-Moldy</li> <li>-Decayed</li> </ul>	<ul style="list-style-type: none"> <li>-No mold or decay</li> </ul>
<p>Cut or sliced produce  Salads, diced tomatoes, coleslaws,  fruit salads, etc...  (All cut or sliced produce MUST be  refrigerated)</p>	<ul style="list-style-type: none"> <li>-Moldy or decayed</li> <li>-Stored over 41F</li> <li>-If used in salad bars</li> <li>-More than 1-day past "sell by" date</li> </ul>	<ul style="list-style-type: none"> <li>-Stored under 41F</li> <li>-In good condition, not moldy, decayed</li> <li>-No bad odor</li> </ul>

Food Type	Unacceptable	Acceptable
Raw meats and fish	<ul style="list-style-type: none"> <li>-Not frozen solid</li> <li>-Stored above 0F</li> <li>-Not frozen by "sell by" or "use by" date</li> <li>-Product shows signs of freezer burn</li> </ul>	<ul style="list-style-type: none"> <li>-Frozen solid</li> <li>-Stored continuously at 0F or below</li> <li>-No freezer burn</li> <li>-Fish packed separately</li> <li>-Shellfish packed separately</li> </ul>
Prepared frozen foods	<ul style="list-style-type: none"> <li>-Not in original package</li> <li>-Cannot read package</li> <li>-Interior packaging is wet, open, damaged, or stained</li> <li>-Exterior packaging is wet or stained</li> <li>-No "use by" or "sell by" date</li> <li>-More than 1 day has passed "use by" or "sell by" date</li> <li>-Not frozen solid</li> <li>-Stored above 0F</li> <li>-Product shows signs of freezer burn</li> <li>-Not packaged in approved food safe packaging</li> <li>-Products smells or is discolored</li> </ul>	<ul style="list-style-type: none"> <li>-In original package with no damage to interior packaging</li> <li>-Packaging is clearly labeled and able to be read</li> <li>-Not more than one day since "use by" or "sell by" date</li> <li>-Stored at 0F or below</li> <li>-No signs of freezer burn</li> </ul>
<p><b>Allergen information must be clearly marked on ALL products not in original packaging. The 8 major allergens as listed by the FCA are:</b></p> <ol style="list-style-type: none"> <li>1. Wheat</li> <li>2. Soy</li> <li>3. Eggs</li> <li>4. Dairy (Milk and milk containing products)</li> <li>5. Peanuts</li> <li>6. Tree Nuts (Almonds, walnuts, pecans, coconut, etc...)</li> <li>7. Fish</li> <li>8. Shellfish (Shrimp, lobster, Crab)</li> </ol>		<p>*Products containing these allergens must be stored separately from other food products</p>

### From the USDA regarding labeling:

“...Canned foods are safe indefinitely as long as they are not exposed to freezing temperatures, or temperatures above 90 °F (32.2° C). If the cans look ok, then they are safe to use. Discard cans that are dented, rusted, or swollen. High-acid canned foods (tomatoes, fruits) will keep their best quality for 12 to 18 months; low-acid canned foods (meats, vegetables) for 2 to 5 years.”

No Federal Partner Agency (FDA, USDA, etc.) requires that food products be labeled with an expiration date. The only exception to this is marketed baby food. All other labeling systems are at the discretion of the manufacturer. As long as an item is stored correctly and remains undamaged, it will be suitable and safe for consumption.

## Record Keeping and Reporting

As a Partner Agency (Partner Agency) of the South Michigan Food Bank, you must keep and report accurate data regarding the numbers and types of people served at your Partner Agency each month. If your Partner Agency operates more than one type of program (i.e. food pantry and soup kitchen or FFD and Back Pack Program) **separate records for each program must be kept**. These records must be submitted to the Food Bank no later than the 5<sup>th</sup> of the following month. For example, reports for January are due no later than the 5<sup>th</sup> of February. Each month, a report of your previous month's service numbers must be submitted to the Food Bank. Reports are submitted online via Primarius, Link2Feed or PantryTrak. If your Partner Agency does not submit your monthly report by the due date, your Partner Agency will be placed on product hold until the report is received. For questions regarding how to report, or with issues regarding compiling the monthly report, please contact Agency Relations at 269-964-3663.

The Food Bank uses this data in several ways; when applying for (and designating) grant funds, reporting to Feeding America, and in the Annual Report, to name a few. Without your cooperation in this regard, the Food Bank is unable to meet the qualifications required to remain *your* Food Bank. The required paperwork for agencies who receive TEFAP/USDA products is available on our website, [www.smfoodbank.org](http://www.smfoodbank.org), and will be emailed to all agencies when released. All information asked of clients is self-declared and no verification or proof is required.

**\*Please note that Partner Agencies cannot ask for or require a client's social security number in order to receive food\***

The following verbiage must also be included on any ***required*** sign in form and easily available for clients to see, read, and understand.

"The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer."

## Marketing and Advertising Policy

As a Partner Agency of the South Michigan Food Bank, your agency has access to South Michigan Food Bank marketing tools and materials, including the Food Bank logo. The Food Bank logo and “Proud Member of” or “Member Agency of” along with the full name South Michigan Food Bank should be used on marketing materials, social media pages, and advertisements highlighting Food Bank supported programs and/or projects. The logo may not be changed or altered in any way and can be used in color (green with black lettering) or as part of a black and white item. Examples of appropriate logo usage are listed below:

<u>Communication Type</u>	<u>South Michigan Food Bank Logo Placement</u>
Website	On homepage; also included in the “About Us” section
Facebook page	On main page; also included in the “About” section
Annual Report	Featured prominently
Newsletters	On front page
Lobby, entrance, or front window	Sign, sticker, or window cling easily visible to visitors



## 2020 Partner Agency Agreement Confirmation

By initialing and signing below as indicated, your agency shows full understanding and agreement to all policies and procedures as outlined in this 2020 Partner Agency Agreement. Each policy must be initialed to show agency understanding and agreement. No alterations or changes may be made to any part of this agreement. Please complete and return this page to Agency Relations no later than February 29, 2020. For questions, please contact Mary Stone, Compliance Coordinator, at [mary@smfoodbank.org](mailto:mary@smfoodbank.org) or 269-441-4427. Thank you for being a partner agency in the fight against hunger. We look forward to continuing our strong partnership.

**Agency Code** \_\_\_\_\_ **Agency Name** \_\_\_\_\_

Please initial below to indicate receipt and understanding of each agreement below:

\_\_\_\_\_ Terms of Partner Agency Agreement, 2020 (pages 3-7)

\_\_\_\_\_ Suspension and Termination Policy (pages 8 and 9)

\_\_\_\_\_ Billing and Payment Terms (page 10)

\_\_\_\_\_ Food Safety Guidelines (pages 11-14)

\_\_\_\_\_ Record Keeping and Reporting (page 15)

\_\_\_\_\_ Marketing and Advertising Policy (page 16)

**The Partner Agency's authorized representative's signature below confirms that the Partner Agency is accepting and agrees to abide by all terms of this agreement.**

\_\_\_\_\_  
Partner Agency's Signature (must be signed by the highest authority in the organization, who is responsible for any and all actions of the organization)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of representative who signed this agreement

**Food Bank Representative Signature:**



Peter Vogel  
Chief Executive Officer  
269-441-4437  
[peter@smfoodbank.org](mailto:peter@smfoodbank.org)



Marsha L. Keefer  
Chief Operating Officer  
269-441-4426  
[marsha@smfoodbank.org](mailto:marsha@smfoodbank.org)