



SOUTH MICHIGAN FOOD BANK

Partner Agency Agreement

Effective 1/1/2022-12/31/2022

South Michigan Food Bank

5451 Wayne Rd
Battle Creek, MI 49037
269-964-3663
www.smfoodbank.org | [@smfoodbank](https://www.instagram.com/smfoodbank)



Dear Partner Agency,

Thank you for choosing to partner with South Michigan 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 14 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 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, Backpack Program (BPP), residential feeding program, or other hunger relief program, we are here to 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 email the last page to Tammi Morgan, Community Impact Director, at tammi@smfoodbank.org and keep at least one **complete** copy for your records. **The 2022 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 January 31, 2022. Agencies that do not return this signed agreement, including all amendments, by February 15, 2022, 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
Chief Operating Officer
269-441-4426
marsha@smfoodbank.org

Partner Agency Agreement Effective January 1, 2022-December 31, 2022

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

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

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

Terms of the Partner Agency Agreement, 2021:

The Partner Agency agrees to **all** 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 requirement. These qualifiers are reviewed annually and must remain current. The Partner Agency also must meet the IRS eligibility requirements for receipt, storage, transfer, and use of donated product under section 170e3.
- 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 South Michigan Food Bank in the areas discussed in the initial application and will discuss changes to service area with Community Impact Coordinator. The Partner Agency also agrees that it will not distribute any products outside of the United States and Puerto Rico.
- E. **Monthly Reporting:** 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, *online at smfoodbank.org at the specified time (no later than the 5th 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 South Michigan Food Bank and Food Bank partners and financial record keeping books available to the Food Bank, with or without notice. Willingness to abide by the policies, procedures, and record keeping requirements of the Member.
- 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 insure the safe and proper handling of donated product, which conforms to all local, State and Federal regulations, and willingness to adhere to additional donor stipulations.** The Partner Agency 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 January 2022, a minimum of 1 staff (paid or volunteer) person 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 willingness to adhere to any additional donor stipulations. If these stipulations exist, South Michigan 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. **Donor, the Member and Feeding America:** The original Donor, the Member and Feeding America are released by the Agency from any liabilities resulting from the donated Product. 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. The original Donor, the Member and Feeding America offers no warranties in relation to the product.
- M. **Shared Maintenance, Transportation, and Value-Added Processing Fees:** The Partner Agency agrees to pay the handling fee assessed with-in 30 days 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.
- N. **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, 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: homelessness or other protected class.
- O. **On-Site Inspections:** The Partner Agency will allow the Member to monitor the Partner Agency regularly, as well as donors and government agencies, to inspect and audit all facilities and vehicles where products received from South Michigan Fod Bank Food Bank or the Food Bank donor network are received, stored, and distributed, with or without notice. Inspections must be conducted annually. The Food Bank will make three attempts to contact the Partner Agency to set up the annual inspection. If the Partner Agency does not return phone call or emails after the third attempt, they will be put on product hold until the inspection can be scheduled
- P. **Authorized Agent:** The Partner Agency agrees to have only an **authorized** agent(s) pick-up or receive products from South Michigan 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.
- Q. **Communication:** The Partner Agency **must** provide South Michigan Food Bank with a working email address and two phone numbers with message leaving capabilities. The email must be checked weekly as this is how Food Bank will send recall notices and other important information. *One of the phone numbers must be the contact of the person who is physically at the site, so the Food Bank can contact the Partner Agency in case of delivery delays or issues that may arise and need amidite attention*

- R. **Access to One Feeding America Member Food Bank:** The Partner Agency agrees that it will only receive food from the South Michigan Food Bank and no other Feeding America Member Food Bank.
- S. **Liability Release Form:** The Partner Agency agrees to execute and retain for the current and three years prior all Liability Release Forms (also known as the sign-in sheet or TEFAP form). If operating as a Fresh Food Distribution (FFD) the Partner agency must submit to Food Bank a copy of the Liability Release Form (sign-in sheet or TEFAP form), and any other liability release forms that Food Bank may require at any time.
- a. Per 42 U.S. Code § 1791 - Bill Emerson Good Samaritan Food Donation Act, the Liability Release Form (also known as the sign-in sheet or TEFAP form) protects from liability:
1. The original Donor, the Partner Agency, South Michigan Food Bank, Food Bank Council of Michigan, and Feeding America. These entities are released by the client from any liabilities resulting from the donated Product.
 2. The original Donor, the Partner Agency, South Michigan Food Bank, Food Bank Council of Michigan, and Feeding America are held harmless from any claims or obligations regarding the Agency or the donated Product.
 3. The original Donor, the Partner Agency, South Michigan Food Bank, Food Bank Council of Michigan, and Feeding America offer no express warranties in relation to the Product.
- T. **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.).
- U. **Active/Inactive Partner Agency Designation:** The Partner Agency agrees that it will obtain products from South Michigan 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 “Backpack 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 Food Bank determines the Partner Agency has not met this requirement, the agency will be contacted to determine what issues may need to be resolved. If these issues cannot be resolved, then the agency will be closed and will no longer be able to obtain product from the Food Bank. If, after the Partner Agency has been closed, it is determined they will be able to fulfill the ordering requirements, the agency agrees that an updated Partner Agency Contract and monitoring visit **will** be required prior to being reinstated and able to obtain product from the Food Bank again.
- V. **Multiple Locations and Sub-distribution:** The Partner Agency agrees that it will only receive and store product from South Michigan 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)***

- W. **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 South Michigan 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 load ordered items quickly and safely 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 place another order to obtain the missing product. Partner Agency may also be subject to associated fees outlined in Billing and Payment Terms section of this agreement.
- X. **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 because of a disaster, i.e., weather-related closure or long-term power outage.

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

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 cannot or 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 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, 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, homelessness 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 refuses attempts or is chronically unavailable for the Food Bank staff to monitor, inspect, or otherwise visit.
10. The Partner Agency does not inform the Food Bank prior to relocating or, changes days/hours of service without informing Food Bank within 5 business days.
11. The Partner Agency sells, trades, or otherwise mismanages product received through Food Bank.
12. The Partner Agency repeatedly disregards food safety guidelines.
13. Any other violation of the policies and procedures of the Food Bank as outlined in the Partner Agency Agreement.

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 Rd, Battle Creek, MI 49037. You may also email: marsha@smfoodbank.org

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 the “Bill 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 use the correct mailing address: 5451 Wayne Road, Battle Creek, MI 49037. The following information must be included on the check; **1) Agency Name 2) Agency Code 3) 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 be contacted requesting payment within 15 days from the date of contact.
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 after initial contact, 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): 10% of order total

Food Safety Guidelines

South Michigan Food Bank follows all local, State and Federal food safety guidelines. Partner Agency must all follow all local, State and Federal Guidelines.

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. If an item is stored correctly and remains undamaged, it will be suitable and safe for consumption.

Record Keeping and Reporting

As a Partner Agency of South Michigan Food Bank, you must keep and report accurate data regarding the numbers and age groups 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 on-line to the Food Bank no later than the 5th of the following month. For example, reports for January are due no later than the 5th 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 or Link2Feed. 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

South Michigan Food Bank 2022 Partnership Agreement

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, 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, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all 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. 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 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 too visitors |

2022 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 2022 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 January 31, 2022. For questions, please contact Tammi Morgan, Community Impact Director, at tammi@smfoodbank.org or 269-964-3663 ext. 427. 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:

_____ Terms of Partner Agency Agreement, 2021 (pages 1-7)

_____ Suspension and Termination Policy (pages 7 and 8)

_____ Billing and Payment Terms (page 8 and 9)

_____ Food Safety Guidelines (pages 9)

_____ Record Keeping and Reporting (page 9 and 10)

_____ Marketing and Advertising Policy (page 10)

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

Date

Print Name of representative who signed this agreement

Food Bank Representative Signature:



Peter Vogel
Chief Executive Officer
269-964-3663 ext.437
peter@smfoodbank.org



Marsha L. Keefer
Chief Operating Officer
269-964-3663 ext.426
marsha@smfoodbank.org