AGENCY PARTNER AGREEMENT

Welcome to God's Pantry Food Bank! By becoming a member of our organization, you are joining a community of individuals and organizations committed to fighting hunger and providing food assistance to those in need. This membership agreement outlines the terms and conditions that govern your membership and outlines the responsibilities and expectations of both parties. Please read this agreement carefully and contact us if you have any questions or concerns.

Basic Requirements

➢ Agencies seeking partnership with God’s Pantry Food Bank should be focused on serving an average population of at least 20 persons consisting of the ill, needy, infants, and a low-income majority (51%, if serving both needy and non-needy clients), and they will continue to serve those clients upon membership.

➢ Agencies need to be located in central and eastern Kentucky and within the 50-county service area of God’s Pantry Food Bank and be willing to adhere to additional donor stipulations.

➢ Each agency needs to have a valid and current IRS 501c3 designation or qualify for 501c3 alternative status. Only authorized agencies, including churches, social service organizations, licensed non-profit daycares, senior centers, group homes, shelters, and soup kitchens, may qualify to partner with God’s Pantry Food Bank. Any changes to an agency's 501c3 designation (or alternative status) must be reported to GPFB immediately. A copy of this letter of designation by the IRS (or alternative status qualifications) will be kept on file at GPFB.

➢ Agencies must comply with non-discrimination regulations set forth by both the USDA and Feeding America, as listed below:

   o **USDA Non-Discrimination**: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA.

   o **Feeding America 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.

➢ Agencies may not require a client to attend a religious meeting nor require a client to make a statement of faith, nor perform a service to receive food services.
Basic Requirements (cont’d)

➢ Agencies are required to notify the Food Bank if the program/pantry changes physical location or principal personnel or undergoes any significant changes in the nature and/or character of its services, using the Agency Change of Contact Information form.

➢ Agencies will only provide direct service from their stated location to clients in need and not act as a regional or secondary distribution outlet of God’s Pantry Food Bank, redistributing or transferring food to another agency, even if they are also a partner with God’s Pantry Food Bank. Agencies that knowingly supply GPFB items to other organizations are subject to suspension or termination of GPFB membership privileges.

➢ Agencies agree to comply with all policies and procedures set forth in the most recent copy of God’s Pantry Food Bank’s Manual for Food Bank Member Agencies that may not be listed in this agreement. Agencies may establish their own criteria for the individuals they serve, however, the criteria must be approved by, consistent with, and not in conflict with requirements of God’s Pantry Food Bank.

Food Storage and distribution

➢ Agencies must have a proper and adequate climate-controlled physical storage area, with refrigerator and/or freezer capability (pantries, shelters, and soup kitchens) if distributing refrigerated/frozen product.

➢ Agencies accessing food from God’s Pantry Food Bank cannot be run from a person's home, and food cannot be stored in a residence.

➢ Agencies should have a sign listing days and hours of their distributions posted outside of the building or in a location plainly visible by the public.

➢ Agencies shall operate regularly scheduled hours and be open at least once per week for a total of eight hours per month.

➢ Agencies must: (a) serve food directly to its clients as meals consumed on site, (b) provide supplemental food and/or non-food items to its clients, or (c) offer a food box or food pantry program. Services provided may also be a combination of a, b, or c.

➢ Agencies are not permitted to sell, barter, or exchange food or non-food product directly or place service or monetary requirements for meals, food, or non-food items or products. Food must be given to clients free of charge, with absolutely no conditions levied or implied.

Shared Maintenance Fees

➢ Agencies partnered with God’s Pantry Food Bank support the operation of God’s Pantry Food Bank through the payment of shared maintenance fees on foods received. The Shared Maintenance Fee for foods received is an average $0.10 or less, with produce and bread products provided at no charge.)

Agency name___________________________________________________________
Agency number #_________________________
Monthly Reporting and Record Keeping

➢ Agencies are required to have access to an internet connection in order to place food orders and submit monthly statistics online.
➢ Agencies should assign dedicated personnel who are responsible for record-keeping and inventory control. After one year of successful service, agencies who serve more than 50 households monthly will be eligible to receive the Oasis software and equipment as a reward for their commitment. Oasis is the preferred system for managing client intake of individuals and households served.
➢ Agencies are required to provide monthly statistics of clients served to GPFB by the 5th of each month for the previous month. Soup kitchens, shelters and congregate meal programs report the number of meals broken down by breakfast, lunch and dinner, by plate count or by head count. Agencies should also track the number of unduplicated (new) clients served on a monthly basis.
➢ Agencies need to keep records of the total amount of product received through their programs (including Product picked up through other Member-enabled programs) for at least one year and ensure that all donated product conforms to applicable provisions of the Federal Food, Drug, and Cosmetic Act.

Monitoring and Inspection

➢ Agencies must pass a site inspection prior to membership approval and be willing to undergo annual or bi-annual monitoring visits. GPFB staff will check records and inspect the facility, with or without prior notification, to maintain compliance with GPFB program requirements.

Food Safety Guidelines

➢ The agency must meet safe food storage and handling requirements based on inspection from GPFB and the agency’s local Health Department.
➢ Is required to have adequate refrigeration and storage space for the service it provides.
➢ Shall provide transportation to pick up food and have necessary passive or active cooling devices to transport frozen and/or refrigerated product (such as coolers, insulated blankets, or a refrigerated trailer).
➢ Member agency is required to agree to safe and proper handling of donated goods, which conforms to the compliance standards of Feeding America and all local, state and Federal regulations.
➢ Must be licensed as a food service establishment according to the service it provides.
➢ If agency intends to be a soup kitchen or other meal program, the facility must be inspected by the local Health Department with a passing grade. At least one person is required to have a “manager level” food safety license.
➢ A staff member or volunteer of each partner agency must complete and pass either the Serv Safe food safety training course or an equivalent food safety course and submit a copy of the certification to GPFB for the Agency’s file. IF agency is a soup kitchen or meal site as listed above, the manager level certification meets this qualification.
➢ It is necessary for the area where product is stored to be free of rodents and insects. While agencies can self-treat for pest control, we encourage agencies to get an annual inspection from a pest control company.
God’s Pantry Food Bank  
Agency Membership Agreement

**Fiscal Management and Accountability**

- New agencies must abide by NET30 payment terms upon entering partnership with GPFB.
  - Net30 payment terms mean that payment for goods or services must be made within 30 days of the invoice date. This means that the buyer has 30 days from the date of receiving the invoice to make payment in full. If payment is not received within this timeframe, the seller may charge a late fee or interest.
- The agency must maintain good credit with GPFB by keeping their agency account current at all times, and paying within the terms of the NET30 agreement.
- GPFB reserves the right to place a member agency on “Financial Hold” for unpaid balances over 60 days old. Failure to pay within 30 days may cause an interruption in service. Continued failure to pay an account in a timely fashion may result in other financial arrangements, probation and/or suspension.
- A fee of $10 will be charged on any returned checks.
- Orders not picked up when scheduled will be returned to stock and the agency will be charged a $25 re-stocking fee unless an alternate day is scheduled for pickup.
- Agencies must have a simple business plan for their operations. This can be discussed during the initial visit by GPFB staff and noted on the initial site visit form.

**Credit and Collections Policy**

- Gods Pantry Food Bank takes the responsibility of being great stewards of our resources very seriously. To optimize our partnership with our agencies, we have enhanced the guidelines of our aged accounts receivable.
- Credit limits for all agency accounts will begin at $500. Credit limits may be increased by submitting a request to the Agency Services team. Requests may be made after an agency has been an active partner for 90 days.
- Accounts not paid following the NET30 terms (listed above) are subject to temporary account suspension, halting their ability to place orders or pick up product from GPFB.
  - Accounts that are 60 days past due will be placed on a Financial Hold. Existing and future orders will be suspended.
- Accounts will be released from Financial Hold only if payment for the full past due amount is received or we have a signed payment agreement with the agency.
- Agencies must establish an annual budget for their food pantry operations. We may request a copy of an agency’s budget at any time.
- Agencies that receive over $750,000 in assistance from federal programs like TEFAP and CSFP, in addition to their other programs, may be subject to a Single Audit and a copy of a 990 form may be requested.

Agency name
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THIS SECTION IS EXCLUSIVE TO FOOD PANTRY PROGRAMS

➢ Agencies are encouraged to move to a client choice model.
➢ Must establish a Pantry Board consisting of at least five leaders from the community.
➢ Agencies are not to refer to their charitable food pantries as “Food Banks”, being that a Food Bank operates in a different capacity than a food pantry.

This is an at will agreement. God’s Pantry Food Bank reserves the right to amend this agreement or dissolve the agency partnership at any time.

By signing below, the undersigned acknowledges that they have read, understood, and agree to comply with all rules, guidelines, and other provisions set forth in this agreement. The undersigned further acknowledges that their signature serves as evidence of their agreement to be bound by the terms of this agreement.

Agency Representative Printed Name: ________________________________________________

Agency Representative Signature: ________________________________________________

Date Signed: __________________________

Signature of GPFB Representative: ________________________________________________

Agency name________________________________________________________________________
Agency number #___________________________