



2023-2024

West Ohio Food Bank (WOFB) Partner Program Agreement

This agreement is for school pantries, backpack and for-profit organizations that Partner with the food bank to provide food & supplies on our behalf.

This document is an agreement made between WOFB located at 1380 East Kibby Street, Lima, OH 45804 and _____ located at _____. By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the Program.

A. Summary

WOFB and _____ partner to provide a _____ (school pantry, backpack or distribution) at _____. This partnership includes, but is not limited to, food, administrative oversight, logistics, volunteers, grant funding, training and other technical assistance.

B. All Parties Agree to:

1. Receive, store, transfer, use and handle Product safely and properly in accordance with applicable law.
2. Comply with Section 170(e)(3) and other requirements for use and distribution of donated Product.
3. Comply with the policies, procedures, and record keeping requirements of oversight organizations of WOFB.
4. Staff or volunteers of the program 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 nondiscrimination statement.
5. Member programs must be monitored on-site at least once every two years unless otherwise required by WOFB or Feeding America.
6. Maintain a procedure for determining that the final recipient of the Donated Product is ill, needy, or an infant, such as using self-declarations of need or other intake processes.
7. Acknowledge that the original donor, the WOFB, and Feeding America offer no express warranties in relation to the Donated Product
8. Release the original donor, WOFB, and Feeding America from any liabilities resulting from Donated Product.
9. Hold harmless and indemnify WOFB and Feeding America from any claims or obligations arising from Program Partner (Host Site) conduct or conditions or activities at Program (Host Site) locations.

C. Terms

The mission of the WOFB is to help solve hunger by providing nutritious food to children and their families in convenient, familiar, safe and accessible locations. School Pantries/Programs are typically located at a school, but may also operate in locations such as libraries, parks, churches or youth organization sites. The site may have a permanent set up or may operate through a mobile distribution rotation where food is brought to the site. Sites are consistently in the same location, have set distribution schedules and offer ongoing food assistance services.

The Program/Site Partner agrees to:

1. Provide necessary information about the school/site to WOFB.



2. Identify children and families who are at risk of hunger or who are showing signs of insecurity.
3. Inform parents/guardians about the School Pantry or program.
4. Distribute the food at no charge and do not withhold the food as punishment.
5. Understand that the food provided cannot be sold, used for other programs, used at fundraisers, given to staff, or used for any other purpose other than to provide food to insecure families.
6. Food Safety Training such as ServSafe Food Handler developed by Feeding America and The National Restaurant Association, must be provided to at least one representative. The representative must be a regular volunteer or staff member at the distribution site.
7. Distribute healthy, nutritious food to children and families free of charge.
8. Provide food a minimum of once a month while the program is in operation. (recommend more frequently)
9. Ensure that the school and/or program complies with all applicable federal and local statutes, ordinances and regulations.
10. If School Pantry stores food overnight, the site must be available for an on-site monitoring visit at least once every year from the WOFB.
11. Store food in a secure, sanitary and temperature controlled location away from cleaning materials and toxic chemicals. All food must be stored 6 inches off the floor and away from the wall and ceiling.
12. Distribute School Pantry/Program food to participants in accordance with the predetermined schedule.
13. Keep accurate records, and submit reports to WOFB to assist in program evaluation, as determined.
14. Identify a Partner Program Coordinator to be the primary contact.
15. Responsible for securing transportation of food to the Partner Program.
16. Receive deliveries on the designated days/locations.
17. Inform the WOFB in writing of any changes in School Pantry personnel, days/hours of operation and/or number of families being served.
18. Communicate problems and requests to the WOFB in a timely manner.

The WOFB agrees to:

1. Appoint a primary contact to provide administrative oversight and leadership in program administration, safe food handling and nutrition education.
2. Ensure that national and local requirements through periodic site visits at a minimum once every two years during designated hours of operation. Any issues needing to be addressed will be communicated in writing to WOFB within seven business days.
3. Always have items and/or supplies available for the operation of the programs.
4. Design and make available permission slips and/or Opt Out forms for the program, if necessary.
5. Relay news and opportunities related to the program to participating schools/programs.
6. Respond to questions, concerns and comments about the program.



D. Signature

By signing this Agreement, WOFB and _____ agree to abide by the aforementioned roles and responsibilities for operating. All parties acknowledge their respective duties and responsibilities related to administration.

Print Name, Title _____

Email Address _____

Principal, Director or Designee

Date

WOFB CEO or Designee

Date

Site Contact Information

Contact Person _____

Address _____

Phone Number _____

Email Address _____

Invoicing & Information

Contact Person _____

Address _____

Phone Number _____

Email Address _____

Delivery Information

Contact Person _____

Address _____

Phone Number _____

Email Address _____

E. Termination

This Agreement may be terminated at will by either party with written notice delivered to either party not less than 30 days prior to the desired date. Upon termination of this agreement, the _____ will return any food, equipment, and/or materials provided by WOFB for the _____ Pantry/Program to WOFB within 30 days of termination date.