



2023-2024

Partner Agency Agreement, Liability Release Form, Policy & Guidelines for Partner agencies & Civil Rights training

P.O. Box 1566, Lima, OH 45802-1566

Name of Agency: _____

Location Address: _____

City: _____ State: _____ Zip Code: _____ PH: _____

The Partner Agency identified above shall affirm willingness to comply with the following criteria as a partner of West Ohio Food Bank (WOFB) and Feeding America.

Section 1: General Policies

1. Partner Agency complies with Section 170(e)3 and other requirements for use and distribution of donated products. Will maintain a procedure for determining the final recipient of the donated product is needy, ill, or infant such as using self-declarations of need or other intake processes. Recipients of donated products will not pay for any products.
2. Partner Agency agrees to adhere to additional donor stipulations.
3. Partner Agency agrees to pay all handling fees, membership and transportation fees.
4. Net 30 for all documents. Payment of invoices must come from the 501(c) 3, NO cash, money orders, or personal checks can be accepted. No payments over the phone and No Credit cards.
5. Allow regular Partner Food Bank monitoring visits.
6. Partner Agency agrees to submit monthly statistical reports by the 10th of every month following the month to which the report pertains. Even if you don't get any product from WOFB or serve any individuals within the reporting time period (i.e. your reports are all zeros), monthly stats need to be submitted for WOFB records
If reports are not submitted, next steps will include a call and/or email notifying the Partner Agency of the lateness of the statistical report. If the reports are not submitted within 5 business days from this notification, the Partner Agency may be put on suspension and excluded from ordering any products from WOFB- see Section 9 for violations of policies.
7. All Partner Agencies must provide services to and reside in West Ohio Food Bank's geographical service territory.

Below are the qualifications to become and remain a Partner Agency with the West Ohio Food Bank. We reserve the right to add, alter or rescind any or all of these policies and guidelines as it deems necessary or as required by our national partner, Feeding America, the American Institute of Baking (AIB); or local, state or federal government.

Section 2: Specific Policies

Use of Supplies Received from West Ohio Food Bank

1. Partner Agency has read and agrees to comply with the policies and guidelines and record keeping as required by WOFB, Feeding America, local, state, and federal government
2. All products are accepted in "as is" condition
3. Partner Agency agrees to comply with the safe and proper handling of the donated product which conforms to all local, national, state and federal regulations (including American Institute of Baking [AIB] standards), regarding food preparation, food storage and/or distribution
 - *EMERGENCY FOOD FOR WORKERS/VOLUNTEERS*: Partner Agencies may provide emergency products to workers or volunteers who meet the same eligibility requirements as stated in the Eligibility to Take Food Home form.
 - *DISASTER RELIEF*: Products may be used in **local** disaster relief efforts both for victim assistance and clean up, as well as volunteer consumption. If the disaster is beyond your organization's capabilities, contact WOFB for further assistance. Partner Agencies of WOFB may not distribute **outside** their service area.

Not Acceptable

- *THANK YOU BAGS FOR VOLUNTEERS*: Partners Agencies may not distribute bags of food or other products to volunteers or workers as a gift for their labors.
- *FUNDRAISING EVENTS*: Products received from WOFB may not be used in any fund raising activities, banquets, dinners or bake sales, or as "prizes". Products can never be used in functions such as volunteer or donor recognition events.
- *BARTERING*: West Ohio Food Bank products *MAY NOT BE TRADED, SOLD OR BARTERED BY PARTNER AGENCIES IN ACCORDANCE WITH YOUR "PARTNER AGENCY AGREEMENT"*. Donated Products can never be sold, traded or bartered per IRS 170e3.
- Partner Agency agrees to NOT SELL/ORDER any product supplies of WOFB to any of its employees, volunteers or church members; Partner Agencies may provide emergency products to workers/volunteers who meet the same eligibility requirements as stated in the Eligibility to Take Food Home form
- *IN HOUSE USE OF SUPPLIES*: Partner Agencies are prohibited from non-food products, such as cleaning supplies and toiletries in support of their operations. Please, remain mindful that these products are greatly needed by people seeking help.

TAX EXEMPT STATUS: All organizations receiving product from West Ohio Food Bank must be federally tax exempt 501(c)3 organizations; or wholly owned by a 501(c) 3 organization; or a 501(c) 3 equivalent such as a Church. Tax exempt corporate status must be qualified either in the state of Ohio or Indiana. Documentation on file within the last 5 years.

Section 3: Operations

Organizations applying for Agency Partnership must meet the following:

1. Have been in operation no less than three months
2. Meet all required local, state and federal laws regarding food preparation and/or distribution
3. Meet or exceed storage guidelines
4. Keep adequate records of people served monthly. Eligibility to Take Food Home forms and WOFB invoices must be *retained* on file for at least 5 years. Everyone should be using FreshTrak
5. Partner Agency agrees to notify WOFB, in writing, of any staff or organization changes
6. Organizations should determine their policies and procedures for food distribution and post these procedures in a visible location within your organization. Please provide copies to WOFB upon application for approval or if any changes take place to current Partner Agencies.
7. Partner Agency agrees to participate in only one Feeding America Food Bank
8. Partner Agency agrees to WOFB representation for site reviews at any given time (with reasonable advance notice from WOFB)

Section 4: Client Eligibility

A. *FOOD DISTRIBUTION GUIDELINES*: Generally, *people accessing your products should have incomes which fall at or below 200% of the poverty guidelines* as established by the federal government annually. For TEFAP AND CSFP agencies copies of these guidelines are available online (www.westohiofoodbank.org) or at WOFB.

- **NO PROOF OF INCOME is required to receive food.**
- **Beyond self-declaration of income eligibility, Partner Agencies must ask for proof of residency and photo I.D.**
- **NO Social Security numbers can be documented or copied.**
- **Requiring attendance at religious services prior to or after distribution of food or any type of religious proselytizing is forbidden.**
- **Clients do not have to live in a community for a given time before they receive food. Homeless persons or people who have just arrived in the area may not be able to provide an address and cannot be refused food because they have no address.**

B. *FOOD PANTRIES*: Must allow clients to access food, at a *minimum* of once a month, until such time they no longer need to visit a food pantry.

C. *REFERRALS*: Food Pantries ***must not*** require clients to have referrals.

D. *CIVIL RIGHTS COMPLIANCE*: Agency Partners agree to 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.

E. *DONATIONS FROM CLIENTS*: Monetary donations **must not** be solicited from clients. No donation canister, receptacles, envelopes, etc., are to be located in the soup kitchen, pantry or in-take area. Acknowledge the original donor, the Partner Food Bank, and Feeding America offer no express warranties in relation to the Donated Product. Release the original donor, the Partner Food Bank, and Feeding America from any liabilities resulting from the Donated

Product. Hold harmless and indemnify the original donor, the Partner Food Bank, and Feeding America from any claims or obligations arising from Donated Product, Agency Partner conduct, or conditions or activities at Agency Partner locations.

F. *SAFE AT HOME*: A new address confidentiality program to conceal the home address of an Ohioan who fears for their safety called "Safe at Home" allows victims of domestic violence, stalking, human trafficking, rape or sexual battery to apply to the Secretary of State for a temporary address to serve as their mailing address. Program participants are assigned a P.O. Box address and the Safe at Home office will forward mail to the participant's actual residential address. They are also provided a Safe at Home Participant Card that contains the participant's name, substitute address, expiration date, and the seal and signature of the Secretary of State. When an individual shows a copy of their Safe at Home Participant Card to substantiate their residency for either the CSFP or TEFAP program, the Partner Agency must use the address designated by the Secretary of State as the program participant's mailing address and accept self-attestation as to the individual's residency within the service area; no other information regarding that person's address or residency may be required.

Section 5: Storage Requirements

Below are the requirements of a Partner Agency for the proper storage area maintenance in compliance with their ServSafe training (which must be completed every 3 years)

A. STRUCTURE

1. The food storage facility should be temperature controlled, with adequate ventilation. Allowable temperature variance is 50 to 70 degrees.
2. The structure should be secure, with locks in good working order and, if necessary, windows with security glass or grillwork.
3. All walls and floors should be washable, in good repair and have non-toxic food service approved paint or sealer applied, with no cracked, chipped, scaling, peeling or torn areas.
4. Food storage areas should be separate from interviewing areas.
5. A pest control program should be performed regularly. Where evidence of infestation occurs, a commercial pest control company must be engaged.

B. DRY STORAGE

1. All surfaces should be of a non-porous, washable material, and be washed with an USDA approved disinfectant at least quarterly, and as needed during the interim.
2. No product can be stored directly on the floor. If supply exceeds shelving capacity, excess can be stored on pallets, but must be at least 12" from all walls.
3. Thermometers must be present in all dry storage areas.
4. Dry food storage should be of adequate size to allow for easy stock rotation and inventory.
5. All non-food products must be stored separately from food products. At a minimum, all non-food products should be stored on lower shelves and never above food products.

C. REFRIGERATED & FROZEN STORAGE

1. Refrigerators should maintain temperatures not exceeding 41 degrees. Freezers should maintain 0 degrees.
2. Thermometers must be present in all refrigerators and freezers.

3. Temperature Logs must be maintained regularly as a food safety preventative and retained for 5 years.
4. All refrigerators and freezers should be defrosted and cleaned with an USDA approved disinfectant at least quarterly, and as needed in the interim.
5. Refrigerators and freezers should be large enough to allow for easy stock rotation and inventory.
6. A good rule of thumb: When in doubt-throw it out! Remember, if you wouldn't serve it to your family; don't expect others to consume it.
7. Partner Agency agrees to follow the standards and guidelines from their required ServSafe training and/or as required by the American Institute of Baking (AIB).

Section 6: Non-Facility Personnel Policy

Any Partner Agency personnel or volunteers will agree to be accompanied by authorized Food Bank staff members when in an area of the WOFB facility that is not the front lobby

- A. In compliance with the American Institute of Baking's (AIB) safety regulations, all visitors (whether they be Partner Agency personnel, truck drivers, or volunteers) are restricted from entering sections of the Food Bank marked for employees only, unless accompanied by an authorized Food Bank staff member.
- B. All non-employees must sign in and out of the Food Bank when they visit (there is a sign in/out log located in the front lobby). Visitors will be issued proper credentials once they have signed in and signed the Non-Facility form.
- C. Any visitors entering the Food Bank will be asked to remain in the front lobby until they can be accompanied by a Food Bank staff member. This includes all volunteers. Volunteer groups must wait in the front lobby until most/all of the group has arrived before they can begin their service. Visitors/volunteers should never be left unsupervised beyond the front lobby of the facility.
- D. If a volunteer or visitor is leaving the Food Bank, they **must** inform a Food Bank staff member so that staff member can escort them back to the front of the building.

Section 7: Media Promotion

Partner Agency agrees to identify their organization as a WOFB Partner Agency on its properties, materials, website and any additional media (i.e. television, social media, etc.).

Section 8: Violations of Policies

Partner Agency agrees to comply with all policies as stated in the "Policies and Guidelines for Partner Agencies" document. If a Partner Agency is in violation of any policies, the Partner Agency will be dealt with on an individual basis dependent upon the infraction.

- A. *SUSPENSION*: A Partner Agency may be suspended from participation in WOFB if found to be in violation of any of these policies. Suspensions may be 30, 60 or 90 days in duration. Suspension may completely exclude the Partner Agency from ordering any products. A suspended Partner Agency will receive a verbal warning followed by written notification of the reasons for suspension and submit a written plan for the Partner Agency to successfully restore their Agency Partner agreement.

B. **TERMINATION:** An Agency Partner agreement could be terminated from the program if the written plan is not achieved within the agreed upon timeline.

C. **GRIEVANCE PROCEDURE:** Any Partner Agency either suspended or terminated believing they have been unjustly represented, may request (in writing) a grievance hearing within 10 working days from the date of the notice of such action. Follow up will occur within 10 working days with a verbal conversation and decision determined at that time and submitted in writing.

Section 9: Disposal of Unusable Products:

If product received from WOFB appears questionable, please call WOFB within 24 hours and speak with the Programs Director to report your concerns. Please have the following information ready:

- a) Type of product – as listed on your invoice
- b) Date received from WOFB – on invoice
- c) Code dates – from product itself
- d) Reasons why you question the supplies viability

Based on this information, we will provide instructions for use, return or disposal of the product in question. All products found unusable when received from WOFB, which carried a shared maintenance charge, will be credited.

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Disclaimer: Partner Agency affirms that the original donor, The West Ohio Food Bank and the National Office (Feeding America); are released by the agency from any liabilities resulting from donated product, held harmless from any claims or obligations and offer no express warranties in relation to the gift of products. By signing below you acknowledge your receipt of West Ohio Food Bank's Partner Agency Agreement, Liability Release Form, Policy and Guidelines for Partner Agencies, AIB Non-Facility form, and Civil Rights Training.

If you have any questions, please call, Programs Director, at 419-222-7946 ext. 203 or email Dena.Hedrick@wofb.org.

Print Name, Title _____

Email _____

Signature of Partner Agency Director

Date

Signature of WOFB CEO or designee

Date