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## 2020 Partner Agency & Delivery/Pick up Agreement

The terms of the following agreement have been understood and agreed upon by the **Food Bank of the Southern Tier (FBST)** and \_\_\_\_\_ (**Partner Agency and Agency Number**). Both parties are fully aware of their respective duties and responsibilities related to the acquisition, storage, and distribution of food to individuals in need.

### **PARTNER AGENCY AGREEMENT**

#### **The FBST agrees to the following:**

1. FBST will provide food and grocery items to eligible non-profit 501(c)(3) charitable organizations that serve the needy, ill, infants, children or the elderly through a meal program or emergency food program.
2. FBST will acquire quality food and grocery items for distribution to partner agencies.
3. FBST will inspect all products upon receipt and store them properly until distribution to partner agencies.
4. FBST will ensure that all food items have the description of product; ingredients; net weight, distributor and any donor stipulations listed.
5. FBST will determine Partner Agency eligibility for TEFAP and HPNAP foods and/or funds.
6. FBST will provide direct delivery service to agencies that order at least **1,000 pounds** of product according to a weekly schedule. FBST will inform agencies in advance of any changes in the delivery schedule due to closing dates.
7. FBST staff will conduct periodic monitoring visits of all member agencies to ensure proper food storage & record keeping.
8. FBST will extend 30 days credit to all agencies.
9. FBST will post donations received for designated use by a Partner Agency as a donation grant. FBST will send a thank you letter and receipt to the donor; and notification will be sent to the Partner Agency that a dollar amount has been posted to its Food Bank account.
10. FBST will provide educational opportunities and information to Partner Agency representatives through orientation sessions, workshops, coalition meetings, e-mail updates, website materials, and an Annual Agency Celebration each fall.
11. FBST will keep agencies informed of changes in existing Partner Agency policies or the creation of new policies.

#### **The Partner Agency agrees to the following:**

1. Partner Agency is a 501(c)(3) non-profit charitable organization (or equivalent) that provides services to the needy, ill, infants/ children or the elderly through a meal program or emergency food program.

2. Partner Agency staff and volunteers will maintain the confidentiality of all individuals seeking assistance. Identifying information will not be shared with other individuals or organizations without a signed release of information.
3. Partner Agency 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.
4. Partner Agency does not require individuals in need to attend a religious service or subscribe to any religious denomination in order to receive food.
5. Partner Agency will have adequate staff or volunteers available to accept delivery from the FBST.
6. Partner Agency will sign the invoice to verify delivery. All items are accepted in "as-is" condition. Any product discrepancies or damaged items must be reported to the FBST within 24 hours.
7. Partner Agency will ensure the safe and proper handling of food and grocery items, including donated goods, which conforms to Feeding America standards and all local, state and federal regulations.
8. Partner Agency has at least one actively working person trained through an approved safe food handling class within the last 5 years. The FBST recommends having a total of 2 or more people trained. FBST provides quarterly food safety trainings, free of charge. FBST also accept ServSafe® and NYS Department of Health food safety trainings to fulfill requirement.
9. Partner Agency has access to a secure, dry, and pest free storage area for food storage. Food will be kept six inches off the floor and away from exterior walls. Partner Agency will date all unopened cases to ensure that food is distributed in a timely manner.
10. Partner Agency will store perishable or frozen items in adequately sized refrigerator or freezer. Partner Agency will ensure that there is a thermometer in each refrigerator and freezer and that temperatures are recorded at least weekly on a temperature log attached to each unit.
11. FBST products will be properly stored at the Partner Agency site only. FBST products may not be stored at a private residence or any other location that has not been inspected by FBST staff.
12. In accordance with the Bill Emerson Good Samaritan Law, the original donor, FBST and Feeding America are released from any liability resulting from the condition of food donated in good faith.
13. The original donor, FBST, and Feeding America are held harmless from any claims or obligations regarding the Partner Agency or the donated goods; and offer no express warranties in relation to goods.
14. Partner Agency agrees to adhere to additional donor stipulations.
15. FBST products will be used only in a manner related to the care of the needy, ill, infants/children or the elderly.
16. FBST products will not be transferred in exchange for money, property, or services. Clients will not be obliged to make a "donation" to the Partner Agency in exchange for food.

17. FBST products will not be distributed to another Partner Agency, organization or location without the expressed written permission of the FBST.
18. FBST products will not be used for any other Partner Agency functions such as banquets, parties, fundraisers, etc.
19. FBST products will not be given to staff or volunteers for their personal use, except those that need assistance and are registered as clients.
20. Partner Agency agrees that storage areas and distribution records will be made available to FBST staff during biennial monitoring visits. Partner Agency understands that FBST reserves the right to conduct unannounced visits.
21. Partner Agency will ensure that all FBST invoices are co-signed and kept on file at the site from one site visit to the next or for at least two years.
22. Partner Agency agrees to submit monthly statistics to FBST by the fifth day of the following month. These statistics will include the number of households, adults, children, and seniors served during the previous month. Copies of monthly statistical sheets must be kept on file from one monitoring visit to the next or at least two years.
23. Partner Agency agrees to keep all financial accounts with the FBST current. All payments must be made with an Partner Agency issued check. The Food Bank cannot accept personal checks, cash or credit cards as payment on Partner Agency accounts.
24. Partner Agency agrees to display required FBST signage in a prominent location.
25. Partner Agency will inform the FBST immediately of any changes in contact information or operating hours. If a Partner Agency changes its physical location, the FBST will perform a site inspection prior to a) the transfer of FBST products to the site; b) FBST delivery to the site; and c) the Partner Agency's first distribution at the new location.

### **Partner Driven Pounds (PDP)**

If your Partner Agency is participating in the PDP program, the Partner Agency agrees to:

1. Adhere to food safety requirements provided by the Food Bank for handling all food products;
2. Report pounds donated from sources other than the Food Bank each month online by the 5<sup>th</sup> day of the following month;
3. Maintain and properly use any equipment supplied by the Food Bank- including scales, thermometers and thermal blankets. Return all aforementioned equipment that is no longer in use to the Food Bank.

### **Shared Maintenance**

As a Partner Agency of the FBST, the Partner Agency agrees to pay a handling fee, otherwise known as a Shared Maintenance Fee, in return for services provided. Shared Maintenance Fees defray a portion of the Food Bank's costs associated with receiving, storing, and distributing donated food to partner agencies. These fees are in accordance with IRS rule 170(e)(3) as the fees are nominal, not based on the value of the product and assessed only by one 501(c)(3) organization to another. Fees are structured upon a per pound basis with a cap of 18¢ per pound.

## **DELIVERY / PICK UP AGREEMENT**

This agreement states the following:

1. This Food Bank partner agency has sufficient space (40 feet) and safe clearance for a Food Bank tractor trailer to deliver.
2. The agency has a designated area for the pallets to be placed for a delivery.
3. Sidewalks and driveways are accessible.

The Agency agrees to the following:

1. Agency will have a dependable contact who can receive delivery calls from the Food Bank.
2. Agency needs to ensure that the driver will have a clear place to park and unload the truck.
3. Agency will remove snow and ice from the entire delivery area to ensure safety.
4. Agency will have someone present at the delivery to sign that the product was received.
5. Agency agrees to unload products from pallets and **store food inside immediately.**
6. Agency must order a minimum of 1,000 pounds to receive a direct delivery.

### **To Receive a Delivery at another Food Bank Agency (if applicable)**

The Agency shall:

1. Request permission from the agency where food will be delivered (host agency)

*List host agency name here*

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*Signature of host agency representative*

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2. Contact the host agency before placing each order to ensure that the host agency has an order and that the collective orders meet the 1,000 pound minimum;
3. Contact the host agency on delivery day to find out delivery time and have a representative present to receive delivery and sign invoices;
4. Transport the food immediately to its site;
5. Contact the host agency if delivery cannot be picked up.

The Host Agency shall:

1. Ensure a safe and adequate space for Food Bank delivery as outlined above;
2. Assume responsibility for another agency's food at its own discretion.

### **Pick-Up Orders**

This agreement states the following:

1. When picking up food at the Food Bank, please arrive five (5) minutes before your

- designated pick-up time.
2. If you are unable to pick-up your order at the designated time, please contact the Food Bank for an alternate date and time. Pick-ups will need to be completed within two (2) business days to avoid crowding in the pick-up area.
  3. Vehicles must be clean and free of garbage and debris.
  4. All orders picked-up must be covered. Open pick-up trucks must use a tarp.
  5. Transport of cold items will require the use of coolers or thermal blankets. If you are unable to get a thermal blanket the Food Bank can provide one to you.

### **Snow Policy**

Deliveries from the Food Bank will be *delayed* or *cancelled* if:

- a) Schools are closed in the agency's county on delivery day due to hazardous travel conditions
- b) Schools are closed in Chemung County due to hazardous travel conditions

### **State of Emergency Policy**

If the Food Bank of the Southern Tier is unable to deliver your order due to inclement weather, the delivery will be moved to a later date. Agencies wishing to have additional items added to their order will need to submit a new order with confirmation from FBST staff and will be limited by available space on the trucks.

The Food Bank will contact the agencies for pick up scheduling or delivery for the following week. It is the agency's responsibility to inform its workers about this policy.

## **2020 FOOD PANTRY ADDENDUM (for pantries only)**

**As a Food Pantry, we understand our roles and responsibilities to provide food and other grocery items to individuals in need. We agree to the following conditions:**

1. Our pantry is open at least one day per month and has established hours of operation.
2. Our days and hours of operation are clearly posted for clients. We share this information with the Food Bank, other pantries, and county agencies. We communicate any changes in operation days and hours to the Food Bank.
3. Our pantry provides clients with a minimum supply of three days' worth of food.
4. Our pantry practices client choice where clients are able to select the food they receive.
5. Our pantry serves anyone that comes to us for help at least once, even if the person does not live in our service area or does not have required documentation.
6. Our pantry does not require clients to provide Social Security numbers in order to receive food. If a client chooses to give a Social Security card for identification, our pantry does not write down Social Security numbers.
7. Our pantry asks all clients to complete an intake form at least once a year. The intake form asks for basic information such as the names, address, phone number, the number of people in the household and their ages/birthdays.
8. Our pantry keeps a daily distribution log where we record the number of people served each day we are open. We keep these logs on file at our site.
9. Our pantry works with other pantries in our community. We are aware of County Hunger Coalition meetings and participate as often as possible.
10. There is more than one person at our pantry with knowledge of the pantry's daily operations, including ordering from the Food Bank, managing volunteers, and handling finances.
11. Our pantry volunteers are nonjudgmental, compassionate individuals who respect the dignity of our clients and maintain their confidentiality.
12. Our pantry posts the "Client Bill of Rights" and "Program Bill of Rights" in a prominent location.
13. Our pantry receives donations of food and funds from our community.
14. Our pantry provides clients with information about other programs they may be eligible for, such as the Supplemental Nutrition Assistance Program (formerly Food Stamps) and WIC.

15. Our pantry has at least one person who has access to a computer with an email address or fax machine.
16. Our pantry builds community awareness about the issue of hunger by educating the public, working with the media and keeping our local politicians & legislators informed about our work.

## **TERMS OF THE AGREEMENT**

This Agreement represents the entire agreement and understanding between the parties with respect to the subject matter; it may not be amended, modified, or terminated except by the signed, written consent of all parties. The agreement may be immediately terminated in the unilateral judgment of FBST in the event the Partner Agency or any volunteers are in violation of Food Bank policies such as charging clients for donated products, selling the donated products to the general public, using the donated products for banquets, parties, or fundraising events, or not adhering to any of the above criteria.

This agreement is valid for a one-year period after the date signed below. This agreement will automatically renew for successive one-year terms absent a signed, written notice of termination sent to the regular business address of the other parties no less than 30 days prior to the end of the term. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to principles of conflicts of law.



10/7/19

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Director of Community Impact                      Date  
Food Bank of the Southern Tier

By signing below, I affirm that I have read and agree to the following:

- Partner Agency Agreement
- Delivery /Pick Up Agreement
- Food Pantry Addendum (if applicable)

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Executive Director                      Date  
501(c)(3) Sponsor Organization/Church

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Partner Agency Contact                      Date