

PARTNERING TO END HUNGER



**Good Shepherd**

FOOD BANK OF MAINE



# Good Shepherd Food Bank of Maine Agency Contract

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*For office use online – DO NOT COMPLETE THIS SECTION*

**Agency Name:** \_\_\_\_\_ **Agency ID:** \_\_\_\_\_

**Parent Organization (501c3 Holder, if different):** \_\_\_\_\_

**Agency City:** \_\_\_\_\_ **Agency County:** \_\_\_\_\_

## **Agency Contract**

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## **AGENCY CONTRACT**

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Good Shepherd Food Bank, a Maine non-profit organization (the “Food Bank”) and the applicant Agency (the “Agency”), by signing below shall have entered into this Agency Contract (this “Contract”) as of the effective date.

*The effective date is when the Vice President of Agency Services approves and signs the Agency’s application and Contract.*

The purpose of this Contract is to establish the Agency’s membership with Good Shepherd Food Bank, provide definition and guidance for the business relationship between the Agency and the Food Bank, foster a cooperative spirit, and improve the capacity of the State Network of hunger ending agencies (the “State Network”) to provide solutions towards ending hunger in Maine.

### **PREAMBLE**

In the belief that hunger is unacceptable in our state, we, the Agency and Good Shepherd Food Bank, commit ourselves to:

1. Work with unity of purpose toward the common goal of maximizing the provision of safe and nutritious food resources to people in need, and relieving hunger throughout the state of Maine.
2. Collaborate at the local and state levels, coordinating services, sharing resources and providing mutual support in order to best meet the needs of hungry people. This commitment requires alignment of individual and organizational interests, with common goals, in a spirit of mutual accountability and partnership. This alignment is evidenced in the work of the Agency Services team, which functions as the primary collaborative entity in the Food Bank’s relationship with the Agencies.
3. Uphold professional standards and a code of conduct based on trust, mutual respect and support for one another.

### **SECTION 1 AGENCY RELEASE**

The Food Bank, original donor, and Feeding America specifically disclaim any warranties or representations, expressed or implied, as to the purity or fitness for consumption of all donated items.

Whereas the Food Bank has offered to solicit, maintain, and provide certain foods and related items as available to the Agency, the Agency hereby warrants, represents, and guarantees as follows:

1. All donated product is accepted by the Agency in “as is” condition.
2. The Agency hereby accepts full responsibility for the purity and fitness for consumption of all donated product accepted.
3. The Agency will serve the donated product as soon as possible.
4. The Agency hereby warrants and guarantees to indemnify, defend and hold the Food Bank, Feeding America, and the original donor harmless from all liabilities, claims, losses, causes of action, suits at law or in equity or any other obligation whatsoever arising out of, or attributed to, any action by the Agency in connection with its storage and/or use of the donated product supplied to it by the Food Bank.

**SECTION 2**  
**AGENCY ELIGIBILITY AND COMPLIANCE STANDARDS**

Eligibility to receive donated product from the Food Bank requires compliance with a number of operating standards which are described in this contract. The goal of these standards is to establish and maintain a credible, safe, and effective statewide distribution system for donated product. They define mandatory operating procedures and practices to ensure food safety, financial and inventory accountability, and administrative cohesion relative to the business practices within the State Network and between the Agencies and the Food Bank.

In order to qualify an Agency must affirm that the following criteria are true:

**A. SERVICE AREA**

If the Agency is defined as a “food pantry” (see ‘Part Four’ of the Agency Application), the Agency agrees to distribute to recipients who reside within the Service Area agreed upon in the Service Area Agreement (Appendix.)

**B. NONPROFIT STATUS**

1. The Agency must be a federally tax exempt 501(c)3 organization, wholly-owned by a 501(c)3 organization or a Church. The Agency may be an unincorporated program designated as the agent of a 501(c)3 agency or Church in distributing donated product obtained from the Food Bank to eligible recipients under the following conditions:
  - The 501(c)3 organization or Church must affirm such designation in writing, acknowledging the responsibility to enforce all provisions of this agreement with the Food Bank on the designated Agency;
  - The 501(c)3 organization or Church must be programmatically, fiscally and legally responsible for the donated product handling/distribution activities of the designated Agency; and
  - Funds used to pay shared maintenance fees assessed by the Food Bank must come from the 501(c)3 organization or Church and not from the designated agent and all money received and disbursed in connection with the donated product handling/distribution activity will go through the fiscal books of the 501(c)3 organization or Church.
2. The Agency may not be a private foundation, even if it has 501(c)(3) exemption.
3. The Agency must be incorporated for the purpose of serving the ill, needy, or infants (minor children).
4. The Agency may not be incorporated for a purpose unrelated to serving the ill, needy, or infants (minor children.)
5. The Agency must distribute donated products free of charge for use by the ill, needy, or infants (minor children.) Distribution is limited to use in the United States and Puerto Rico. Further, the Agency must have a means for determining need based on income, distress, or other need-based factors.
6. The Agency will neither offer for sale, sell, transfer, nor barter the donated product in exchange for money, other properties, or services. Nor will the agency use Food Bank items for fund raising purposes.
7. The Agency agrees not to transfer any items acquired from the Food Bank to any other organization.

## C. OPERATIONAL REQUIREMENTS

1. The Agency agrees to support the operation of the Food Bank by contributing to the “shared maintenance fee” per pound of donated product. The shared maintenance fee helps to maintain Food Bank as a licensed and approved food inspection and warehouse distribution system.
2. The agency agrees to adhere to any additional donor stipulations that may be required.
3. The Agency shall keep appropriate records which accurately reflect the total amount of donated product received and distributed (or used) and outline the Agency’s procedure for determining that the recipients of the product are ill, needy, or infants (minor children). All Good Shepherd Food Bank invoices, written records with dates and amounts of food distributed, and the number of recipients served must be kept on file current for two years. All such records must be made available upon request to a Food Bank representative. The Agency does not need to keep specific record of individual amounts distributed to specific recipients nor the names of those recipients.
4. The Agency must have established and regular hours for food distribution. To further assist the working poor and accommodate their schedules, the Agency must be open at least twice a month at different times and/or days of the week.

Exception: With written approval by Food Bank staff, the Agency may be available by appointment only if the Agency demonstrates significant accessibility and availability to meet recipients’ needs. Furthermore, the Agency must demonstrate exceptional effort in outreach in the Service Area to communicate their availability and accessibility. The Food Bank does however strongly encourage open, established, and regular hours of operation.

## D. FOOD SAFETY

1. The Agency must have a system for securing donated product received and have adequate refrigeration/freezer space and dry storage to ensure the safety and wholesomeness of donated product until used and/or distributed. Measures taken to secure donated product and maintain its integrity must include, but are not limited to:
  - Keeping donated product distinct from that of other programs, staff and/or personal use;
  - Restricting access to storage areas with lockup capacity;
  - Storing food off the ground, in a cool, dry area protected from danger of freezing;
  - Storing grains, cereals, etc. in such a way as to protect against rodent problems, and;
  - Keeping thermometers in every freezer/cooler and maintaining temperature logs daily and retaining them for at least two years.
2. The Agency must agree to meet any applicable local, state, and federal health and safety requirements regarding the safe and proper handling of donated food.
3. The Agency is responsible for ensuring program staff and volunteers are trained properly in hygiene, safe handling of food, and dealing with the public in a professional manner.
4. The Agency must have at least one staff member or regular volunteer designated as responsible for the safe storage, handling, and preparation of food and certified in food safety by either Good Shepherd Food Bank’s Food Safety Program or provide proof of certification from a qualified, professional food safety training agency.

## E. SERVICE REQUIREMENTS

The Agency will ensure the fair distribution of food while maintaining the civil rights and dignity of recipients by agreeing to the following standards:

1. The Agency will treat recipient applications and written records as confidential material, keeping all intake cards and sign-in sheets on-site in a locked and secure area or password protected on a computer.
2. The Agency must be open publically to eligible recipients; eligible staff, volunteers, congregational members, or any other subgroup of recipients shall not be given priority or exclusive rights over the distribution of donated product.

*For example: Churches may not use food acquired from the Good Shepherd Food Bank to feed only members and/or attendees of their own congregations. Churches must demonstrate, and document if requested, their willingness to serve people from outside their own congregation.*

3. Recipients may not be required to attend a religious or political meeting or to make a statement of faith, non-faith or pledge membership, or to attend any religious or political meeting before, during, after, or in exchange for product.

*Note: A precedence of frequent non-requisite religious activity may be interpreted as requisite to receive food if there is evidence that such activities pose a significant barrier for recipients to receive food.*

4. The Agency agrees to treat recipients with respect and dignity.
5. Product acquired from the Food Bank for the purpose agreed upon in the Agency Application, may not be used for any other programs.

*For example, if the Agency applies for membership as a Food Pantry, the Agency may not use the food for other programs including, but not limited to, soup kitchens/meal programs, day care programs, retreats, Sunday school, convents, Bible studies, church fellowship functions, appreciation banquets, fundraisers, or any other institutional uses.*

6. The Agency will not engage in discrimination, in the provision of service, against any person because of 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 protected veteran.
7. The Agency agrees to post an anti-discrimination policy poster detailing a grievance policy and means to alert the Food Bank of any violations.

### **SECTION 3 MONITORING**

The Agency monitoring process serves to ensure compliance with state and federal law, as well as the Contract. Food Bank representatives will meet regularly with Agencies to periodically evaluate the Food Bank and Agency relationship and to promote Agency best practices. Monitoring may be done by on-site visits and/or oral or written communication.

1. The Agency agrees to a preliminary on-site visit by a Food Bank representative during the application process.
2. The Agency agrees to allow the Food Bank to monitor regularly at least once every two years, or more often at the Food Bank's discretion.
3. The Agency will allow the Food Bank to monitor the Agency at its own discretion, announced or unannounced.

*Unannounced monitoring visits will only be conducted during the posted operating hours of the Agency. Food Bank staff will strive to work with Agency staff or volunteers to arrange an agreed upon appointment to meet.*

### **SECTION 4 NON-COMPLIANCE POLICIES**

#### **A. PROBATION POLICY AND PROCEDURE**

The Agency may be placed on probation for a period not to exceed three months if found to be in violation of the Contract or state or federal law. Notification of probation will be in writing. The Vice President of Agency Services and President & CEO have the authority to place member agencies on probation.

The purpose of this probationary period is to place an Agency on notice to bring its program into compliance, or face suspension. During the probationary period, the Agency retains all the rights and privileges of its membership. If the violation is not rectified by the end of the probationary period, the Vice President of Agency Services or the President & CEO has authority to extend the probationary period or to recommend suspension of the Agency. The Agency's probationary status terminates when the Agency rectifies the violation to the satisfaction of the Vice President of Agency Services or the President & CEO.

The Agency may be put on Probation for the following reasons:

- The Agency is persistently delinquent in payment of shared maintenance fee/service charge.
- There is improper storage, refrigeration, or transportation of product.
- There is inadequate recordkeeping as required by the Contract.
- The Agency is in violation of any applicable state or local statute, ordinance, code or regulation.
- The Agency is not open to the public and is found distributing donated product to unqualified recipients or exclusive groups such as a clubs, sports teams or church congregations.
- The Agency refuses to collaborate with other agencies in the Service Area.
- There is no screening process to determine recipients are needy, ill or children.
- The Agency Services team is unable to monitor the Agency because the Agency is not open or does not respond promptly to attempts to schedule an appointment.

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- There is no visual accountability to indicate to Food Bank personnel how the Agency operates in serving the ill, needy, or infants (minor children.)
- Agency director or staff fail to communicate or respond to the Food Bank in a timely manner.
- Any other reason found by the Agency Services team that violates the spirit of the Contract and agreements.

## B. SUSPENSION POLICY AND PROCEDURE

A member agency may be suspended without first being placed on probation if it is found to have one or more violations. A member agency also may be placed on suspension if probation violations are not rectified by the end of the probationary period or if another violation has emerged during the same probationary period. Finally, a member agency will be suspended if placed on probation more than twice during any twelve month period. Suspension notification will be in writing.

Upon suspension, an agency loses its rights and privileges of membership including access to donated product. The agency's suspension terminates when the Agency rectifies the violation(s) to the satisfaction of the Vice President of Agency Services or the President & CEO. This may include a monitoring visit from a Food Bank representative prior to any reinstatement decision. The final decision regarding reinstatement will be that of the Vice President of Agency Services or the President & CEO and will be in writing.

Member agencies may be suspended for any of the following violations:

- Exchanging donated product for money, property or services.
- Removal of donated product from Agency for private use.
- Using donated product in a manner that is not related to the exempt purposes described in section 170(e)3 of the Internal Revenue Code and violating the Food Bank's and Agency's 501(c)3 status.
- Failure to make good any insufficient funds along with the payment of any additional bank fees.
- Disregard of warehouse use and policies, e.g., opening packages, disregarding quantity limitations.
- Staff or volunteers of the Agency display blatant disregard or disrespect for Food Bank policies and/or Food Bank staff and/or other Agencies.
- Violations of food safety standards.
- Any other gross violations of the Contract or state or federal law.

## C. TERMINATION POLICY AND PROCEDURE

This Contract may be terminated as follows:

1. The Food Bank or the Agency may terminate this Contract by providing written notice of such a decision by its Board of Directors at least thirty calendar days prior to the effective date of such termination.
2. The Food Bank may terminate this Contract if, after the Agency has been placed on probation or suspension as defined above, and the violations leading to probation or suspension have not been rectified. Termination will be provided by written notice through certified mail.
3. Changes to the law, or Feeding America or Food Bank policy eliminate the eligibility of the Agency.

Good Shepherd Food Bank reserves the right to alter or change the Non-Compliance Policies as it deems necessary and has the obligation to notify agencies of those changes. Publication in the Agency Newsletter, email, phone calls and/or written letters will be considered sufficient notice.



D. GRIEVANCE PROCEDURE

Agencies may voice concerns or appeal any decisions made by Food Bank personnel. Place your concerns in writing and send to the Vice President of Agency Services and/or the President & CEO: Good Shepherd Food Bank, P.O. Box 1807 Auburn, ME 04211-1807. Appeals will be heard by either the President & CEO or Good Shepherd Food Bank's Board of Directors.

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In witness of their intention to be legally bound by the terms and conditions of this Contract, and to work together toward the common goals, and in accordance with the preamble, the Food Bank and the Agency have signed this Contract.

<u>Good Shepherd Food Bank</u>	_____
	Name of Agency
_____	_____
Vice President of Agency Services	Agency Director
_____	_____
Date	Date