

PARTNERING TO END HUNGER



**Good Shepherd**

FOOD BANK OF MAINE



# GOOD SHEPHERD FOOD BANK OF MAINE AGENCY CONTRACT

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*Please PRINT the information below*

**Agency Name:** \_\_\_\_\_ **Agency Ref. Code:** \_\_\_\_\_

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

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

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## GOOD SHEPHERD FOOD BANK OF MAINE'S MISSION STATEMENT

The mission of Good Shepherd Food Bank is to eliminate hunger in Maine by improving access to nutritious food for people in need, building strong community partnership, and mobilizing the public in the fight to end hunger.

Our Core Values guide our work & how we conduct ourselves as we strive to achieve our mission:

**Partnership:** We endeavor to provide the best possible experience to everyone we engage with, basing interactions on a foundation of equity, integrity, and humility.

**Agility:** We promote an organizational culture that encourages new ideas, improvements, flexibility, and innovations and turns challenges into opportunities.

**Inclusion:** We respect the breadth of life experiences across the communities we partner with, holding people struggling with hunger at the center of our decisions and actions.

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## GOOD SHEPHERD FOOD BANK & FEEDING AMERICA®

Feeding America® is a nationwide network of over 200 food banks and 60,000 food pantries and meal programs that provides food and services to people each year. Good Shepherd Food Bank is a member of Feeding America® and subscribes to its contract, pays memberships fees, and adheres to best practices for food banking. In exchange, GSFb gains national-level expertise in solving hunger, raising funds, sourcing food, strengthening advocacy, and understanding economic and supply trends. Good Shepherd has a Feeding America® compliance officer who acts as a resource person and who conducts an audit of the Food Bank every 2 years.

## AGENCY CONTRACT

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Good Shepherd Food Bank of Maine, a nonprofit organization (“GSFB”) and the Agency (“Agency”), by signing on the signature page, shall have entered into this Agency Contract (“Contract”) as of the effective date.

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

The purpose of this Contract is to establish the Agency’s partnership with Good Shepherd Food Bank of Maine, provide definition and guidance for the business relationship between GSFB and Agency, foster a cooperative spirit, and improve the capacity of the network of agencies to provide solutions toward ending hunger in Maine.

### PREAMBLE

In the belief that hunger is unacceptable in our state, we, GSFB and the Agency, commit ourselves to:

- Work with unity of purpose toward the common goal of maximizing access to safe and nutritious food for people in need, and relieving hunger throughout the State of Maine.
- 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 and values, in a spirit of mutual accountability and partnership. This alignment is evidenced in the work of the Community Resources team, which functions as the primary collaborative entity in GSFB’s relationship with the Agency.
- Uphold professional standards and a code of conduct based on trust, mutual respect, and support for one another.

### SECTION 1 LIABILITY RELEASE

GSFB, the 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 GSFB 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:

- All donated product is accepted by the Agency in “as is” condition. GSFB, Feeding America®, and the original donor offer no express warranties in relation to the product.
- The Agency accepts full responsibility for the purity and fitness for consumption of all donated product accepted.
- The Agency will serve the donated product as soon as possible.

By accepting this contract, the Agency affirms that the original donor, GSFB, and Feeding America® are released by the Agency from any liabilities resulting from the donated product and held harmless from any claims or obligations concerning the agency or donated product. The Agency also agrees to execute and submit to any other liability release forms that GSFB may require at any time.

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

Eligibility to receive donated product from GSFb 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 and to ensure compliance with [IRS Code section 170\(e\)\(3\)](#).

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

**A. NONPROFIT STATUS**

1. The Agency must be a federally tax exempt 501(c)3 organization or be sponsored by a 501(c)3 organization or a religious house of worship (such as churches, synagogues, and mosques).
2. The Agency may be an unincorporated program designated as the agent of a 501(c)3 agency or a religious house of worship in distributing donated product obtained from GSFb to eligible recipients under the following conditions:
  - The 501(c)3 organization or religious house of worship must affirm such designation in writing annually with an Agency Sponsorship Agreement, acknowledging the responsibility to enforce all provisions of this agreement with GSFb on the designated Agency;
  - The 501(c)3 organization or religious house of worship 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 GSFb must come from the 501(c)3 organization or religious house of worship 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 religious house of worship.
3. If the Agency name does not match the corporation name listed on the Agency's 501(c)3 determination letter, the Agency is required to submit current (less than 5 years old) official and verifiable documentation regarding the Agency's ability to use the 501(c)3 verification letter proving their nonprofit status.
4. The Agency may not be a private foundation, even if it has 501(c)3 exemption.
5. The Agency must be incorporated for the purpose of serving the ill, needy, or infants (minor children 0 – 18 years old) as defined in IRS code section 170(e)3. The Agency may not be incorporated for a purpose unrelated to serving the ill, needy, or infants (minor children 0 – 18 years old). Agencies may be asked to provide Articles of Incorporation for review at any time to confirm eligibility status.
6. The Agency must distribute donated products free of charge to those who qualify as ill, needy, or infants (minor children 0 – 18 years old). Distribution is limited to use in the United States and Puerto Rico.
7. The Agency will not offer for sale, sell, transfer, or barter any donated products obtained from GSFb in exchange for money, other properties, or services. The Agency may not use GSFb items for the purpose of fundraising programs and events, including utilization of donation jars at food distributions. The Agency also agrees that it will comply with the restrictions on the use and transfer of donated property, as described in IRS Tax Code Section 17-(e)3 and any amendments to the Code. (See the Federal Register/Vol. 47, No. 21/Monday, February 1, 1982/Rules and Regulations, pp. 4509-4512.)
8. The Agency agrees that it only receives product from GSFb and no other Feeding America® Member Food Banks.

## B. OPERATIONAL REQUIREMENTS

1. The Agency agrees to support the operation of GSFB by contributing to the “shared maintenance fee” per pound of donated product. The shared maintenance fee helps to maintain GSFB as a licensed and approved food inspection and warehouse distribution system.
2. The Agency agrees that if it should choose to order nondonated, purchased product from GSFB, it may incur extra charges and costs associated with that product.
3. The Agency agrees to pay its monthly statements on time and in full. GSFB reserves the right to suspend the Agency’s access to product in the event of nonpayment.
4. The Agency agrees that it will obtain products through GSFB (including retail pick-ups) at least every 6 months to be considered an Active Agency. Only Active Agencies have access to food, grants, credits and other benefits of partnership. An Agency with no activity for 6 months will be made inactive. In that case, the Agency agrees that it will complete the agency application process again prior to being reinstated as an Active Agency in order to obtain products from GSFB.
5. The Agency agrees to supply the Food Bank with a working email address that is monitored regularly. The Agency agrees to respond in a timely fashion to GSFB staff when information is requested.
6. The Agency agrees to have only an authorized agent(s) – staff or volunteer – pick-up or receive products from GSFB. The Agency also agrees to supply GSFB with a list of authorized agent(s) and to contact GSFB when a change is made to that list. GSFB has no oversight on the authorized agent(s) receipt of extra product on behalf of the Agency. The Agency is responsible for any incurred cost associated with product that the authorized agent(s) obtain on its behalf.
7. The Agency or agent(s) acting on the Agency’s behalf are responsible for loading and transporting food safely to ensure the integrity of the food and reduce accidents. Safe loading includes but is not limited to bringing a vehicle that can hold product safely and be secured against shifting by utilizing proper load securement, including load bars, tie-downs, blocking, or other approved system. The Agency must consider the capacity of the vehicle to be used to transport product when placing orders for pick-up and should either limit the order to the size and pound capacity of the vehicle (per the vehicle manual) or plan to bring multiple vehicles. GSFB is not responsible for damage to a vehicle that may occur in the loading process, including damage caused by the vehicle being inadequate for the load or for the loss of food during transport due to inadequate securing. Damage incurred or caused by the Agency or agent(s) acting on the Agency’s behalf during pick-up and/or transportation of orders or food is not the responsibility of GSFB.
8. The Agency agrees to keep donated product acquired from GSFB (and USDA as applicable) distinct from product for other programs operating at the partner’s site or for staff or personal use;
9. The Agency agrees to adhere to any additional donor stipulations on donated products that may be required, including reports to GSFB and/or to the donor.
10. 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 0 – 18 years old). All GSFB 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 GSFB representative with or without notice. The Agency does not need to keep specific records of individual amounts distributed to specific recipients nor the names of those recipients.

11. The Agency must have established and regular hours for food distribution.
12. The Agency agrees that it will receive and store product from GSFB (including retail pick-ups) at multiple locations only if:
  - All locations individually meet the requirements of this Contract
  - All locations have been inspected and approved by GSFB prior to receiving and distributing GSFB food.
13. If the Agency needs to redistribute product that exceeds its ability to distribute or in order to ensure the food is distributed while it is still safe for human consumption, it may do so only to another Active Agency of GSFB. All sub-distributions must be tracked accurately by the original Agency to trace and facilitate food recall procedures, and no fees can be charged in relation to sub-distributions (e.g. handling fees, delivery, transfer, or any other fees paid to the sub-distributing organization). Agencies may also coordinate satellite distribution events, where they bring food to other community locations for distributions under their management. No food can be stored at the location of the satellite distribution event. All food must be distributed to recipients or returned to the Agency's GSFB approved storage facility at the close of the event.
14. The Agency agrees to abide by the policies, procedures, and recordkeeping requirements of the Food Bank.

#### C. FOOD SAFETY

1. The Agency must have a system for securing donated product received and have adequate refrigeration/freezer space and dry storage in a nonresidential location 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:
  - Storage areas must be lockable with the ability to restrict access to approved staff and volunteers;
  - 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, maintaining temperature logs and retaining them for at least two years.
2. The Agency agrees to undergo training and maintain certification in food safety as required by GSFB and in keeping with recommended best practices. Food safety training curriculum not endorsed by GSFB requires prior written approval from GSFB to be permissible as a substitute training.
3. In addition to GSFB's food safety requirements, the Agency agrees to meet any applicable local, state, and federal health and safety requirements regarding the safe and proper handling of donated food.
4. The Agency is responsible for ensuring that all program staff and volunteers are trained properly in hygiene, safe handling of food, and dealing with the public in a sensitive and compassionate manner.
5. GSFB will notify programs of recalled products via email. The Agency is responsible for removing all recalled products from their inventory and disposing of them appropriately as well as notifying their customers of product recalls. Product recall emails should be kept on file for at least six months to assist in donation and food drive inspection.

## D. 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** on a password-protected computer.
2. The Agency agrees to share service information with Good Shepherd Food Bank that does not violate recipients' confidentiality.
3. The Agency must be open publically and regularly to eligible recipients. Open hours must be advertised to the public through signage, public notices, brochures, website, social media, or other community communication methods.
4. 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 and must go through the same qualifying and distribution process as other recipients.
5. Religious materials and activities (such as worship, proselytization, and/or religious instruction) must be separate from food distributions in time or location. Recipients may not be required to attend a religious or political meeting or to make a statement of faith, nonfaith or pledge membership, or to attend any religious or political meeting before, during, after, or in exchange for product.
6. The Agency agrees to treat recipients with respect and dignity.
7. GSFb has zero tolerance for threatening or abusive language or behavior toward any person or property.
8. Product acquired from GSFb for the purpose agreed upon in the Agency Application may not be used for any of the Agency's other programs without prior approval from GSFb.
9. 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, gender identity, unfavorable discharge from the military, citizenship status, or status as a protected veteran.
10. The Agency agrees to post a [nondiscrimination policy poster](#) detailing a grievance policy and means to report any violations.

## SECTION 3 MONITORING

The Agency monitoring process serves to ensure compliance with state and federal law, as well as the Contract. GSFb representatives will meet regularly with Agencies to periodically evaluate the Food Bank and Agency relationship and to promote Agency best practices.

1. The Agency agrees to a preliminary on-site visit by a GSFb representative during the application process.
2. The Agency agrees that if it wishes to change the location of food storage, preparation, or distribution, they must first have the new space inspected and approved by GSFb.



3. The Agency agrees to allow GSFb to monitor at least once every two years, or more often at GSFb's discretion.
4. The Agency will allow GSFb 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.

**SECTION 4  
NONCOMPLIANCE POLICIES**

**A. SUSPENSION POLICY AND PROCEDURE**

An Agency may be suspended if it is found to have one or more violations of the Partner Agency Contract.

Upon suspension, an Agency loses its rights and privileges of membership, including access to donated product from GSFb distribution centers or through retail pick-ups. The Agency's suspension ends when the Agency rectifies the violation(s) to the satisfaction of GSFb's Vice President of Community Partnerships or President. This may include a monitoring visit from a GSFb representative prior to any reinstatement decision. The final decision regarding reinstatement will be that of GSFb's Vice President of Community Partnerships or President.

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

**B. TERMINATION POLICY AND GRIEVANCE PROCEDURE**

The Agency or GSFb can terminate this contract, with or without cause, at any time. Termination of the Agency Contract does not eliminate outstanding financial accounts with GSFb.

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

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, GSFb and the Agency have signed this Contract.

**FOR GOOD SHEPHERD FOOD BANK OF MAINE:**

**FOR THE AGENCY:** \_\_\_\_\_

(Agency name)

\_\_\_\_\_  
VP of Community Partnerships (signature)

\_\_\_\_\_  
Authorized Representative (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fiscal Sponsor Representative, if applicable (signature)

\_\_\_\_\_  
Date