



The Food Bank of Northeast LA Agency Agreement

The purpose of the Agreement is to establish the Agency’s partnership with The Food Bank of Northeast Louisiana, provide definition and guidance for the partnership, set compliance standards, and to improve the efficiency of the network of charitable food delivery programs and the delivery of services to those in need of food in Caldwell, East Carroll, Franklin, Jackson, Lincoln, Madison, Morehouse, Ouachita, Richland, Tensas, Union, and West Carroll Parishes.

It is our collective belief that no one in our community should be hungry. We commit ourselves to work with unity towards that common goal. Together we will uphold professional standards and a code of conduct based on mutual trust, respect, accountability and support.

Date: _____

Agency Name: _____

Agency Address: _____

_____ **ZIP:** _____

The Food Bank of Northeast Louisiana

Agency Agreement

This Agreement is between The Northeast Louisiana Food Bank, a Louisiana 501(c)3 organization, and

_____ (Your Agency Name).

The above Agency Partner agrees that it will abide by the following terms and conditions:

Non-Profit Status

1. The Agency (hereinafter "Agency Partner") must have 501(c)3 status as determined by the IRS.
2. The Agency Partner must be incorporated to directly serve clients who are low-income, ill and/or infants (children under the age of 18) and may not be incorporated for a purpose unrelated to serving the ill, needy and/or infants.
3. The Agency Partner must distribute donated product **at no cost to clients** with no suggested or implied donation or volunteer requirement. The Agency Partner may not sell, transfer, barter or use FBNELA donated product for any fundraising events.
4. Food Bank products may only be distributed directly to clients through a Food Bank approved program. The Agency Partner, its employees and volunteers may not distribute any Food Bank product to another program, agency, group or organization for their distribution/use. Food Bank product may not be transferred out of the Food Bank's service territory.

Food Safety

1. Agency Partners must keep a minimum of one (1) key staff/volunteer from each program certified for safe food handling at all times. Must provide a copy of current approved certification, along with the name of the training company and date of course.
2. The Agency Partner must be capable of loading and transporting product from the Food Bank warehouse in a manner that ensures safe handling and that safe temperatures for foods are maintained. The Agency Partner must have adequate help to pick up product at the Food Bank.
3. The Agency Partner must have adequate refrigeration and/or storage space at the site of distribution to ensure the integrity of all Food Bank product until it is prepared or distributed. The Food Bank product must travel directly from The Food Bank to the approved program site and be distributed directly to clients from an approved site.
4. The Agency Partner must store all food at least six inches off the floor, maintain all appliances at the proper temperatures, maintain functioning thermometers in all freezers and refrigerators and keep temperature logs to document proper storage.
5. The Agency Partner agrees to follow the safe and proper handling procedures for donated goods which conform to all local, state and Federal regulations.
6. All food storage areas must be approved by the Food Bank. No food may be stored at any location that has not been approved.

Service Requirements

1. Agency pantry and meal provider programs must be open to the community, distribute once a month or quarterly and adhere to regular, established distribution days and times. Days and times of food program distribution/service must be posted and visible to the community.

Church members or volunteers that qualify to receive food must be:

- **Served during the posted, established distribution days and times for the community**
 - **Served through the same process, meet the same guidelines and fill out the same paperwork as other clients from the general community**
 - **Given the same products as clients from the community**
2. Each Agency Partner has been approved for a particular type(s) of program and distribution. The Agency Partner must receive approval from The Food Bank before changing or adding additional programs for distribution of Food Bank products.
 3. The Agency Partner cannot require clients to participate in or attend a religious service, ministry or prayer in order to receive food. Religious information or counseling may be provided only at the clients' request.

Operational Requirements

1. The Agency Partner must maintain all licenses and permits required by the State of Louisiana and any other governmental authority needed to operate their program in accordance to the law.
2. The Agency Partner must comply with all USDA requirements regarding nondiscrimination. State, local agencies and their sub-recipient agencies must post the following nondiscrimination statement: "The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)
If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA Office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer."
3. All Food Bank Agency Partners must maintain a paper or computer filing system that includes Food Bank invoices and the Partner Agency Monthly Report. Pantries must also maintain client application forms. All paperwork must be kept for 3 years and made available at site visits and upon request.
4. The Agency Partner agrees to help support the operation of the Food Bank by contributing shared maintenance fees per pound for donated product as stipulated by Feeding America and assessed by the Food Bank.
5. FBNELA requires that all payments are due 30 days from the date of invoice, and should be submitted on a check drawn from the 501©3 organization's account or a credit card in the name of the 501©3 organization. The Food Bank reserves the right to change payment terms if account is delinquent more than 60 days.
6. Agency Partner must notify the Food Bank of any Food Pantry changes such as days and times of food distribution or if no longer providing services.
7. The Agency Partner will submit regular statistics via the Partner Agency Monthly Report. If statistical reports are not submitted in a timely manner, the agency account will be placed on hold.
8. The Agency Partner must promptly disclose any business interest or actual or potential conflict of interest that could compromise public trust or create the perception of a conflict of interest (e.g., operating a store or having a family member who operates a store).
9. The Agency Partner must notify FBNELA in writing of any changes in program(s) including service hours,

location, Food Bank shoppers and/or contacts and phone numbers. FBNELA must approve new locations prior to storing and distributing food from that location.

10. The Agency Partner must allow site monitoring visits and visits during distributions, sometimes without prior notification.
11. The Agency Partner agrees to adhere to any additional donor stipulations affecting distribution of product received through FBNELA.
12. The Agency Partner agrees to abide by the rules, regulations and guidelines set forth by the Food Bank, Feeding America and USDA.
13. Agency Partner accounts must be used at least every six months to keep Food Bank status active.

Agency Release

The Agency Partner hereby affirms that during active partnership with the FBNELA, it will receive assorted products from FBNELA. Said agency further warrants that the above described product will be duly inspected upon delivery and found fit for human consumption.

1. Donated product is accepted “as is”
2. Feeding America, The Food Bank of Northeast Louisiana and the original donor offer no expressed warranties in relation to this gift of goods.
3. In accordance with applicable state and/or federal law, the Agency Partner releases The Food Bank of NELA, Feeding America and the original donor from any liability resulting from the donated product, and further agrees to hold FBNELA, Feeding America and the original donor free and harmless against all and any liability, damages, losses, claims, causes of actions and suit of law or inequity or any obligation whatsoever arising out of or attributed to any action of the Agency Partner or any personnel employed by said agency in connection with its storage and use of the donated goods.

This agreement is of indefinite duration and it may be immediately terminated by either party at any time upon written notification.

I have read the above requirements and agree to abide by them, and I am authorized to enter into this agreement on behalf of the Agency Partner. Failure to maintain terms of this agreement may result in partnership status being terminated.

Agency Partner Director/Administrator or Pastor

Date

Agency Partner Contact (if different than above)

Date

The Food Bank of Northeast Louisiana Representative

Date