



# **2021 MANNA FoodBank Annual Partner Agency Agreement**

**Effective 1/1/2021 – 1/31/2022**

## **MANNA FoodBank**

627 Swannanoa River Rd, Asheville, NC, 28805  
ar@mannafoodbank.org  
828-299-3663



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Asheville, NC 28805  
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Dear MANNA FoodBank Partner Agency,

**Welcome to a new year of partnership with MANNA FoodBank.** Our vision is a hunger-free Western North Carolina and as a MANNA FoodBank Partner Agency we are honored to work together with your organization towards this goal.

MANNA FoodBank serves the 16 most western counties in North Carolina, including Avery, Buncombe Clay, Cherokee, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Mitchell, Polk, Swain, Transylvania, and Yancey. We provide over 20 million pounds of food annually to our network of over 240 partner agencies who served over 100,000 people per month on average in 2020.

The 2021 Partner Agency Agreement outlines the requirements for MANNA FoodBank partnership and intent to keep food safe, meet all Feeding America partnership requirements, and ensure anyone in need is provided nourishing food as well as the best experience and service possible by your Partner Agency.

The benefits of partnership with MANNA FoodBank are many, beyond having access to free and low-fee food in bulk through the MANNA warehouse and retail programs, we also have a team striving for operational excellence to deliver and pick-up your orders, help you shop effectively, manage your orders, and offer capacity building support around grant writing, facility expansion planning, nutrition, media, and client-centric program design.

As your partner we hope you will leverage opportunities to grow your feeding program impact. If we can help offer guidance or recommendation, don't hesitate to reach out to the MANNA FoodBank team.

We appreciate your partnership with MANNA FoodBank and your service to your community. We could not win the fight against food insecurity without you.

Sincerely,

Jennifer Lutz

Director of Agency Relations

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## AGREEMENT DEFINITIONS

**“MANNA FoodBank” or “Food Bank”** – Mountain Area Nutritional Needs Alliance (MANNA); a Feeding America member Food Bank serving the 16 western-most counties in North Carolina including: Avery, Buncombe, Clay, Cherokee, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Mitchell, Polk, Swain, Transylvania, and Yancey.

**“Partner Agency”** – A 501c3 nonprofit or eligible Church who partners with MANNA Food Bank to serve food to those in need in Western North Carolina.

**“Clients”** – Individuals and families who receive food through a Partner Agency

**“Feeding America”** – The national organization of member Food Banks to which MANNA belongs and has agreed to follow the set standards of food safety and food banking best practices.

**“MANNA product”** refers to all food and non-food items obtained either directly from MANNA FoodBank, or through a partnership made possible by partnering with MANNA FoodBank, including Local Donations from Feeding America National Donors, such as Walmart, BI-LO, Food Lion, Sam’s Club, Frito Lay, Sara Lee, Publix, etc.

**“Emergency Feeding Program” or “Public Site”**– Public-serving Partner Agencies; could include meal sites, pantry feeding programs, and/or shelters

**“On-Site” or “Private Site”**– Private Partner Agencies who serve a specific community and are not open to the public; could include meal sites, pantry feeding programs, residential treatment facilities, and/or shelters.

**“Pantry”** – Food program that gives food to clients to take-away and prepare meals

**“Meal Site”** – Food programs that prepares cooked meals for clients

## **2021 MANNA FOODBANK PARTNER AGENCY AGREEMENT**

The purpose of this agreement is to establish the Partner Agency's membership with MANNA FoodBank, provide definition and guidance for the relationship between the Partner Agency and the Food Bank, foster a cooperative spirit, and improve the capacity of the WNC Network of feeding agencies to provide solutions towards ending hunger in Western North Carolina.

MANNA FoodBank (the "Food Bank") and the Partner Agency (the "Partner Agency"), by signing below shall have entered into the Partner Agency Agreement ("Agreement") as of the effective date when the Director of Agency Relations approves, and signs an executed Agreement from the Partner Agency, which will supersede all previous Annual Partner Agency Agreements and expires if no renewed agreement is signed on January 31, 2022.

### **Shared Commitment Statement**

With the vision of a hunger-free Western North Carolina, we the Partner Agency and MANNA FoodBank, 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
2. Collaborate at the county and regional level, coordinating services, sharing resources, and providing mutual support in order to best meet the needs of people experiencing food insecurity.
3. Provide a positive client-centric feeding program experience; committing to reducing the barriers of access to food for clients, while including client feedback in strategic and tactical decision-making processes.

### **Non-Discrimination Statement**

The Partner Agency agrees that it will not engage in discrimination, in the provision of service against any person because of race, color, sex, gender, age, citizenship, national origin, ancestry, disability, religion, political beliefs, marital status, familiar status, housing status, sexual orientation, gender identity or expression, unfavorable discharge from the military or status as a protected veteran, or if all or part of an individual's income is derived from any public assistance program.

## **SECTION 1: LIABILITY & RELEASE**

The Food Bank, original donor, and Feeding America 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 Partner Agency, the Partner Agency hereby warrants, represents, and guarantees as follows:

1. All donated product is accepted by the Partner Agency in "as is" condition.
2. The Partner Agency accepts full responsibility for the purity and fitness for consumption of all donated product accepted.
3. The Partner Agency will serve the donated product within three months.
4. The Partner Agency 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 Partner Agency in connection with its storage and/or use of the donated product supplied to it by the Food Bank.

## SECTION 2: PARTNER AGENCY ELIGIBILITY

Eligibility to receive donated product from the Food Bank requires compliance with a number of operating, food safety, and IRS standards. The goal of these standards is to establish and maintain a credible, safe, and effective distribution system for donated product.

In order to qualify to receive food from MANNA FoodBank a Partner Agency must affirm that the following criteria are true:

### A. SERVICE AREA:

1. The Partner Agency agrees that it will only distribute products received from the Food Bank in the 16-county service area of MANNA FoodBank, which includes Avery, Buncombe, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Mitchell, Polk, Swain, Transylvania, and Yancey counties.
2. The Partner Agency also agrees that it will not distribute any Food Bank products for the purposes of international aid.
3. The Partner Agency agrees that it will only receive food from MANNA FoodBank and no other Feeding America Member Food Bank.

### B. NONPROFIT STATUS:

1. **The Partner Agency must be a federally tax exempt 501(c)3 organization, wholly-owned by a 501(c)3 organization, or a Church/Religious Organization:** The Partner Agency confirms that it is incorporated as a 501(c)3 non-profit corporation or is considered a church as defined by the IRS, or is covered under the 501(c)3 of a larger religious association.
  - a. 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. Documentation accepted includes:
    - i. Current IRS determination letter where the address matches the address of the organization listed on the Agency agreement; or
    - ii. Current group exemption letter with a listing of the local Agency in the group exemption directory, a list of active local sites from the national/regional headquarters website, or a letter from the group exemption's headquarters or regional office attesting that the local organization is covered under their group exemption; or
    - iii. Current listing of the organization on IRS website section under Exempt Organizations Selection Check (Publication 78 data) indicating they are a Public Charity ("PC"); or
    - iv. Documentation of the organization's ability to meet the criteria established by the IRS to be considered a Church; or
    - v. A letter from the CEO or Board Chair of a qualified Agency indicating that it is the Agency sponsoring such program and assuming all responsibilities (fiscal and legal) for the sponsored organization. The Member will need both the sponsorship letter as well as clear, complete and current evidence of the sponsoring organization's exemption or Church status following criteria (i) through (iv) above.
  - b. The 501(c)3 organization or Church must be programmatically, fiscally and legally responsible for the donated product handling/distribution activities of the designated

## Partner Agency

- c. 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.
  - d. If the Partner Agency 501(c)3 or Church status changes, the Partner Agency agrees to notify MANNA FoodBank Agency Relations team of the change immediately and submit an updated determination letter of good standing from the IRS.
1. The Partner Agency may not be a private foundation, even if it has 501(c)3 exemption.
  2. The Partner Agency must be incorporated for the purpose of serving the ill, needy, or infants (minors 0-18 years old) or be a Church, and place emphasis on serving needy clients.

## B. OPERATIONAL REQUIREMENTS

1. The Partner Agency must distribute MANNA product free of charge and without requirements such as volunteer hours, or attendance at an event or program.
  - a. The Partner Agency will neither offer for sale, sell, transfer, nor barter MANNA product in exchange for money, other properties, or services.
  - b. Nor will the Partner Agency use MANNA product for fund raising purposes.
  - c. 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 170(e) 3.
2. The Partner Agency agrees not to sub-distribute any items acquired from the Food Bank to any other organization.
  - a. Sub-distribution is allowed for perishable food products only to other MANNA FoodBank Partner Agencies. Records of these transactions must be kept on file and made available upon request.
3. The Partner Agency agrees to support the operation of the Food Bank by contributing to the Shared Maintenance Fees (SMF) per pound of donated product, transportation and value-added processes fees.
  - a. The Shared Maintenance Fee (SMF) partially helps to maintain the Food Bank as a licensed and approved food inspection and warehouse distribution system. This SMF is assessed for certain types of donated food received by Partner Agencies. This fee does not apply to USDA products, CO-OP products, SNAP, or produce. The SMF is set by the Food Bank, but shall be no greater than 19 cents per pound. The SMF is subject to change and may be waived or reduced during designated emergency response periods.
  - b. The Partner Agency agrees that if it should choose to purchase non-donated products through MANNA FoodBank's Cooperative Buying Program ("CO-OP" or "CBPFP"), then it will pay the costs associated with that product.
  - c. The Partner Agency agrees that if it elects for mobile delivery they will pay the transportation fees which are assessed at \$0.02 per pound of food. The transportation fee is subject to change and may be waived or reduced during designated emergency response periods.
  - d. The Partner Agency agrees that if a scheduled pick-up or delivery is missed they will incur a \$25.00 restocking fee.
4. The Partner Agency agrees to pay any applicable Shared Maintenance and/or handling fees (Value Added Processing, Delivery Charges, Transportation fees) for the products received from MANNA FoodBank within **30 calendar days of invoice**.

- a. Payment of fees must be paid via Partner Agency check and include the Partner Agency name, Agency reference number, and invoice number payment should be applied. Cash payments or personal checks are not allowed.
  - b. Checks can be mailed or dropped off to: MANNA FoodBank 627, Swannanoa River Rd, Asheville, NC, 28805
5. The Partner Agency agrees to abide by ordering policies and deadlines set each quarter by MANNA FoodBank and available on the homepage of the order screen. Partner Agencies acknowledge their responsibility in reviewing and following each month's ordering calendar.
  6. The Partner Agency agrees to adhere to any additional donor stipulations that may be required. If these stipulations exist, the Food Bank will provide a detailed explanation prior to releasing products.
  7. The Partner Agency agrees to maintain adequate books and records which accurately reflect the total amount of product received through the Food Bank's programs (including Product picked up through other Food Bank-enabled programs) for at least one year, or at least five years for TEFAP agencies.
  8. The Partner Agency agrees to make its books and records, including those which track the receipt and distribution of MANNA product obtained from the Food Bank and financial record keeping available to the Food Bank, upon request.
  9. Emergency Feeding Programs (public-serving meals and pantries) agree to have established regular hours for food distribution. To accommodate a variety of schedules, the Partner Agency must be open at least twice a month and adhere to a regular, established distribution days and times, which are posted and visible to the community.

Exception: With written approval by the Food Bank staff, the Partner Agency may be available by appointment only or only host one distribution per month if the Partner Agency demonstrates significant accessibility and availability to meet recipients' needs. Furthermore, the Partner 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.

10. The Partner Agency agrees to order at least once every three months (4x in a calendar year) to be deemed an active Partner Agency.
  - a. Programs that are unable to do so will be suspended or inactivated, and will not automatically receive annual membership renewal materials.

Exception: Partners Agencies who are designated "Holiday" or "After School" programs in which case, the Partner Agency must order at least once for Holiday and twice for After School Pack Agencies each calendar year. Seasonal Partner Agencies do not receive exemption from completing and adhering to the annual partner agreement or food safety requirements.

11. Partner Agency will sign the invoice to verify delivery or pick-up. All items are accepted in "as-is" condition. Any product discrepancies or damaged items must be reported to the Food Bank within one business day.

### **C. REPORTING**

Agencies agree to submit accurate and timely statistical data about clients served and the distribution of Food Bank products. Aggregate data reported to the Food Bank may be shared with community partners.

1. The Partner Agency agrees to submit reports monthly regardless of whether a distribution took place. Reports are due on or before the seventh day of the following month. (Example: January 2021 client statistics will be due by February 7, 2021.)

2. Programs that have not submitted complete and accurate reports by the stated deadline will be suspended until their reports are brought up to date.
3. Programs participating in USDA/TEFAP/CSFP, Retail Pickup, MANNA/Summer Packs or MANNA Express will have additional reporting requirements.

#### D. FOOD SAFETY

The Partner Agency agrees to meet any applicable local, state, and federal health and safety requirements regarding the safe and proper handling of donated food. The Partner Agency is also 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.

1. **Food Safety Certification:** The Partner Agency agrees that at least one supervising staff person or volunteer will maintain current appropriate certification on file with MANNA FoodBank in safe food handling.
  - a. When certification expires, the Partner Agency is responsible for fees associated to re-certify. Failure to recertify by the date of expiration may result in account suspension until remedied.

Minimum approved Food Safety trainings include (by program type):

- a. **Food Prepared Off-Site by Clients/Pantry Programs:** MANNA FoodBank Safe Food Handler for Food Banks Certification (provided free of charge)
  - b. **Food Prepared On-Site by Staff or Volunteers/Meal Programs:** Full ServSafe Food Managers Certification or other comparable safety training curriculums approved by the food bank, including NC Safe Plates through NC Cooperative Extension.
2. **Safe Loading and Transport of Product:** The Partner Agency agrees to assume responsibility of all MANNA Product at the time the MANNA Product leaves MANNA FoodBank facilities or vehicles.
    - a. The Partner Agency agrees to have adequate staff or volunteers on hand to load and unload MANNA Product safely, including materials to safely secure food within the transport vehicle.
    - b. For the health and safety of community members receiving food, the Partner Agency will monitor that all frozen and perishable items are being transported in a method that will maintain proper food temperatures.
      - i. For transport longer than 30 minutes, Agencies are required to utilize coolers and thermal blankets to maintain proper food temperatures.
    - c. The Food Bank reserves the right to deny order pick-up. In the event Food Bank denies a pick-up due to inadequate transportation, temperature control methods, or volunteer support, the product will go back into the inventory list and the Partner Agency will need to reschedule their pick up.
  3. **Storage of MANNA Product:** The Partner Agency agrees that all storage and preparation of products received from MANNA FoodBank will take place in a facility that has been inspected and approved by MANNA FoodBank.
    - a. The Partner Agency agrees to distribute MANNA Product expediently and will not attempt to stock MANNA Product in a quantity greater than the Partner Agency can distribute within a three-month period, following the "First In, First Out" distribution process.
    - b. Food must be stored in accordance with required food safety training protocol with the goal of reducing possibilities of spreading allergens, cross-contamination, and maintaining appropriate cold chain food temperatures at all times.



- c. All MANNA Product must be stored at least 6 inches off the floor and away from the wall.
    - i. TEFAP product received from MANNA must be labeled and stored separately from non-TEFAP products. Only TEFAP designated agencies will receive TEFAP product.
  - d. The Partner Agency will maintain rodent- and insect-free facilities appropriate for the safe and secure storage and handling of food. MANNA FoodBank recommends contracting professional pest control services at least quarterly to help maintain rodent and insect-free facilities.
    - i. TEFAP agencies are required to contract professional pest control services at least quarterly, monthly services preferred.
  - e. The Partner Agency will maintain thermometers in all refrigerators (41° or below) and freezers (0° or below) and record temperatures at least one time a week for each unit. Temperature logs must be maintained for two years. All food storage areas must be temperature controlled and free of leaks.
    - i. TEFAP agencies are required to record temperatures 5 out of 7 days of the week.
4. **Recall Process:** The Partner Agency agrees to respond quickly and appropriately in the event of a product recall.
- a. **Voluntary Recall Process** – Partner Agency will be alerted to any voluntary recalls on the MANNA FoodBank website under Partner Agency homepage, which will be linked in the Monthly MANNA Message email newsletter.
    - i. Voluntary Recalls are for products that *may* have come through the MANNA warehouse via donation. Out of an abundance of caution, MANNA will share these recalls.
  - b. **Mandatory Recall Process** – Partner Agency will be alerted directly by the MANNA Food Bank team via the primary contact email, with request for immediate confirmation that the email has been received within four hours of sending. If no response is emailed back, the agency will be contacted via phone, a message will be left with the request to call back immediately.
    - i. The Partner Agency is responsible for communicating the product recall to their clients. Alerts to clients could include: email, text, post on social media, prominently displayed on website, and/or sign(s) at upcoming distributions. Partner Agencies should communicate the recall in the way that best reaches their clients, advising them to immediately throw away any affected product.
    - ii. Mandatory Recalls are for products that *have been confirmed* to have come through the MANNA warehouse.

## E. SERVICE REQUIREMENTS – ALL PARTNER AGENCIES

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

1. The Partner Agency will treat any recipient applications and written records as confidential material, keeping all intake forms and sign-in sheets on-site and in a locked and secure area or password protected on a computer. Client information cannot be shared without full documented consent of the client.
2. The Partner Agency agrees to outline its procedure for determining the need of the final recipient of the

product.

- a. MANNA's recommended method is through client self-declaration. Simply posting the Self-Declaration of Need sign satisfies this for non-TEFAP agencies, if a client is in attendance of a distribution, they are automatically declaring they are in need.
  - b. The Partner Agency will not require a client to provide a social security number or any other documentation related to citizenship in order to receive food from the Partner Agency. If a social security number is required to access other services at the Partner Agency, a client cannot be turned away from receiving food if a social security number is not provided.
3. Partner Agency Staff and Volunteers may receive or consume MANNA product along with clients under the following conditions:
- a. **Food Consumed Off-Site/Pantry Programs:** Partner Agency Staff and Volunteers may receive MANNA Product, provided that (a) they do not receive special or prioritized access to the product; (b) they meet the Partner Agency's general eligibility guidelines.
  - b. **Food Consumed On-Site/Meal:** Partner Agency Staff and Volunteers may join in the meal regardless of eligibility; provided that (a) they do not receive special or prioritized access to the product; and (b) greater than 50% of the clients served that day qualify as ill, needy, and/or children.
4. If a Partner Agency receives donations directly from a nationally affiliated Feeding America donor, such as Walmart, Food Lion, Sam's Club, and/or Aldi; the Partner Agency agrees to abide by the specific procedures and record keeping agreements related to these retail donations outlined by MANNA FoodBank. Agencies who participate in the Direct Retail Program must sign the annual Direct Retail Agreement and attend all required trainings.
5. The Partner Agency agrees that it will not withhold MANNA Product for the purposes of:
- a. Religious conversion or recruitment, and will not require that clients participate in religious activities in order to receive MANNA product. The Partner Agency agrees that it will distribute MANNA Product in the spirit of inclusion, regardless of religious affiliation.
  - b. Participation in programming in order to receive MANNA product. Any Partner Agency programming associated with distributions must be optional for clients. Any requirement, direct or indirect, to participate in programming in order to receive food is grounds for suspension.

## **SERVICE REQUIREMENTS – EMERGENCY FEEDING ORGANIZATIONS**

1. Emergency feeding programs (pantries, meal sites, and shelters serving the public) must be accessible and available to clients:
  - a. By telephone and with an email on file with the Food Bank. The Food Bank will share this information with the general public. If not available, program hours must be listed on the outgoing message and client messages must be returned within 72 business hours to assure that members of the public can get the information they need. Repeated failed client attempts to reach an Agency will result in suspension until the situation is rectified.
  - b. By keeping information listed on MANNA's Food Finder app current and up to date.
  - c. Must be open during the hours they have on file at the Food Bank, and must inform the Food Bank in writing/email of any changes. Failure to do so will result in suspension until the situation is rectified.
  - d. Must operate at regularly scheduled times; those service times must be posted publicly, whether on a website, front door, or on a sign outside the facility

### SECTION 3: COMPLIANCE

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

1. The Partner Agency agrees to a preliminary on-site visit by a Food Bank representative during the application process.
  - a. If a partner is a “just-in-time” or MANNA Express distribution, MANNA will monitor the facility/location where the distribution takes place, transportation, and the procedures for handling any leftover food, as appropriate.
2. The Partner 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.
  - a. Requests to schedule compliance monitoring visit must be confirmed within 30 days of receipt. After multiple attempts to contact an agency regarding a monitoring visit; agency will be suspended until monitoring visit is completed.
3. The Partner Agency will allow the Food Bank, donors, Feeding America representatives and government agencies to monitor the Partner Agency at its own discretion, and to inspect and audit all facilities and vehicles where products received from MANNA FoodBank are received, stored and distributed, with or without notice.
4. The Partner Agency agrees that it will only receive and store product from MANNA FoodBank at multiple locations if: 1) all locations individually meet the requirements of this agreement, 2) have been inspected and, 3) are approved by MANNA FoodBank prior to receiving and distributing food.
5. Programs that change the location of their food storage, preparation, or distribution must first have that space inspected and approved by the Food Bank before receiving MANNA product.

### SECTION 4: COMMUNICATION REQUIREMENTS

Strong communication between MANNA FoodBank and Partner Agencies is essential to strong partnership. MANNA will make every attempt to be available to our Partner Agencies and strives to respond to requests in a timely manner, and Partner Agencies agree to:

1. The Partner Agency agrees to respond back in a reasonably timely manner to MANNA emails and phone calls.
2. **Primary Contacts:** The Partner Agency must designate at least two people from its organization to serve as Food Bank contacts, and one individual as the primary contact. The contacts should include the Partner Agency’s chief executive or pastor, and the Partner Agency’s food program leader.
  - a. Primary Contact: Must provide the Food Bank with a working email address and phone number with message-leaving capabilities. **The email must be monitored regularly (once per week minimum)** as this is how Food Bank will send recall notices, operational changes, billing statements, and general Food Bank updates.
    - i. MANNA Food Bank primarily uses Constant Contact and sends emails from [ar@mannafoodbank.org](mailto:ar@mannafoodbank.org) email address. Please add this email to your approved contacts so messages do not go to spam. Unsubscribing from the MANNA message is prohibited unless a change of staff has occurred.
    - ii. Additional contacts can be added, by emailing [ar@mannafoodbank.org](mailto:ar@mannafoodbank.org) to add staff and volunteers to the MANNA Partner Agency email listserv.

- b. The primary contact may designate and terminate authorized pick-up personnel and online ordering contacts, and must do so in writing. The Food Bank reserves the right to approve or withdraw the privileges of any individual user. MANNA is NOT responsible for food ordered or picked up from unauthorized persons that should have been removed from the agency account or fees incurred thereof.
    - i. Anyone designated to place orders is required to complete a brief ordering orientation with MANNA staff. Ordering orientation can be setup by emailing [ar@mannafoodbank.org](mailto:ar@mannafoodbank.org)
  - c. The Partner Agency must notify MANNA FoodBank immediately in writing of any changes in contact names, addresses, phone numbers, or changes in services provided (including days and times of distribution) or other relevant information.
  - d. Changes to feeding program leadership will require attending a MANNA Partner Orientation, ordering training, reviewing any agency agreements in place, completing required food safety training, and generally reviewing the information on file for the partner agency to ensure accuracy. If the Agency is participating in the direct retail, CSFP, or TEFAP programs additional training will be required.
3. **Logo:** MANNA FoodBank requires all of its Partner Agencies to display the official Partner Agency logo at all food distribution locations.
  4. **Media Statements:** For media statements, MANNA requests that partner agencies acknowledge that they are a partner with MANNA FoodBank (please see text below). Should the partnership between MANNA FoodBank and the Partner Agency be terminated, the Partner Agency must remove the MANNA FoodBank logo from all print material, Partner Agency webpage, and food distribution facilities.
    - a. Media Statement Language: AGENCY NAME is in partnership with MANNA FoodBank in Asheville, NC, the Feeding America affiliate food bank serving the 16 western-most counties of North Carolina. Visit [MANNAFoodBank.org](http://MANNAFoodBank.org) to learn more.
  5. **Trainings & Meetings:** Absent extenuating circumstance, the Partner Agency agrees to attend all mandatory trainings and meetings announced by the Food Bank. Such trainings/meetings typically occur once or twice per year. The Partner Agency agrees further to make reasonable efforts to attend optional meetings and networking gatherings sponsored by the Food Bank.

**Orientations** are required for new partner agencies and when a change in pantry leadership has occurred.

6. **Surveys:** MANNA FoodBank collects information from Agencies to improve planning and support to Agencies. Agencies agree to respond to the annual survey and participate in network surveys as they occur.

## **SECTION 5: NON-COMPLIANCE POLICIES**

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

The Partner Agency may be placed on probation for a period not to exceed three months if found to be in violation of the Agreement or minor food safety offenses. Notification of probation will be in writing via email to the primary contact as a corrective action from the Agency Relations Director or Managers.

The purpose of this probationary period is to place a Partner Agency on notice to bring its program into compliance, or face suspension. Partner Agencies will receive a corrective action letter detailing violations. During the probationary period, the Partner Agency retains all the rights and privileges of its membership. If the violation is not rectified by the end of the probationary period, the Partner Agency Relations leadership team

has authority to extend the probationary period or to recommend suspension of the Partner Agency. The Partner Agency's probationary status terminates when the Partner Agency rectifies the violation to the satisfaction of the Agency Relations leadership team.

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

- The Partner Agency is persistently delinquent in payment of shared maintenance fee/service charge.
- There is improper storage, refrigeration, or transportation of product.
- Client complaints regarding access and equity in receiving product in a fair manner.
- There is inadequate recordkeeping as required by the Agreement; including monthly client statistics reporting or weekly temperature logs for all refrigerator or freezer units
- The Partner Agency is in violation of any applicable state or local statute, ordinance, code or regulation.
- The Partner Agency is found distributing donated product to unqualified recipients or sub-distributing non-perishable items.
- The Partner Agency is out of compliance on minor food safety matters.
- There is no visual accountability to indicate to Food Bank personnel how the Partner Agency operates in serving the ill, needy, or infants (minor children 0-18 years old.)
- Partner Agency contacts fail to communicate or respond to the Food Bank in a timely manner.
- Any other reason found by the Agency Relations team that violates the spirit of the Agreement and agreements.

## **B. SUSPENSION POLICY AND PROCEDURE**

A member Partner Agency may be suspended without first being placed on probation if it is found to have one or more violations. A member Partner 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 Partner Agency will be suspended if placed on probation more than twice during any twelve-month period. Suspension notification will be in writing via email to the primary contact listed on the Agency Account.

Upon suspension, a Partner Agency loses its rights and privileges of membership including access to donated product. The Partner Agency's suspension terminates when the Partner Agency rectifies the violation(s) to the satisfaction of the Agency Relations leadership team. 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 Director of Agency Relations and will be in writing.

Partner Agencies may be suspended for any of the following violations:

- Unresponsive to multiple attempts to schedule a monitoring visit.
- Unresponsive to multiple client requests for information on feeding program information.
- Failure to execute the annual agreement by the provided deadline.
- Exchanging donated product for money, property or services.
- Removal of donated product from Partner 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 Partner Agency's 501(c)3 status.
- Failure to make good any insufficient funds along with the payment of any additional bank fees.
- Staff or volunteers of the Partner Agency display blatant disregard or disrespect for Food Bank policies and/or Food Bank staff and/or other Agencies and/or clients.
- Violations of food safety standards.
- Continued violations without corrective action of compliance requirements.

- Any other gross violations of the Agreement, non-discrimination statement, or state or federal law.

### **C. TERMINATION POLICY AND PROCEDURE**

This Agreement may be terminated as follows:

1. The Partner Agency may terminate this Agreement by providing written notice and confirming receipt of such a decision at least sixty calendar days prior to the effective date of such termination. Upon termination of agreement, the Partner Agency agrees to pay MANNA FoodBank any fees for product received prior to termination.
2. The Food Bank may terminate this Agreement with or without cause, at any time. Termination will be provided by written notice to the primary contact indicated on the Partner Agency account.

Termination will likely occur after the Partner Agency has been placed on probation or suspension as defined above, and the violations leading to probation or suspension have not been rectified; AND/OR if the Partner Agency Agreement violations, local, state or federal law violations are so egregious as to merit immediate termination, as determined by MANNA FoodBank.

3. Changes to the law, or Feeding America or Food Bank policy eliminate the eligibility of the Partner Agency.

MANNA 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 Partner 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 Director of Agency Relations at MANNA FoodBank, [ar@mannafoodbank.org](mailto:ar@mannafoodbank.org). Appeals will be heard by the Director of Agency Relations and/or Chief Operating Officer.

## **SECTION 6: DISASTER RESPONSE**

In the event of a bad weather, disaster or emergency MANNA FoodBank has full rights to alter the Partner Agency Agreement at-will in order to move food product to areas of high need. MANNA FoodBank will communicate any shifts in operations or food flow to agencies via email in the MANNA Message. If specific orders are impacted, MANNA FoodBank will reach out directly to the primary contact of the Partner Agency.

## SIGNATORY PAGE

The purpose of this agreement is to establish the Partner Agency's membership with MANNA FoodBank, provide definition and guidance for the relationship between the Partner Agency and the Food Bank, foster a cooperative spirit, and improve the capacity of the WNC Network of feeding agencies to provide solutions towards ending hunger in Western North Carolina.

MANNA FoodBank and the Partner Agency by signing below shall have entered into the Partner Agency Agreement as of the effective date when the Director of Agency Relations approves, and signs an executed Agreement from the Partner Agency, which will supersede all previous Annual Partner Agency Agreements and expires if no renewed agreement is signed on January 31, 2022.

MANNA FoodBank reserves the right to update or modify this agreement as needed. In the event of updates or modifications, an addendum will be added to the initial agreement and will require a signature by representatives from MANNA FoodBank and the Partner Agency.

This agreement is made between:

MANNA Food Bank  
627 Swannanoa River Road  
Asheville, NC 28805

and:

Partner Agency Name:

Partner Agency #:

Partner Agency Address (Physical address of all food storage and prep facilities):

Partner Agency City:

Partner Agency State:

Partner Agency Zip Code:

Partner Agency is a 501c3 Non-Profit **OR** a Religious Organization without a 501c3 (*Circle one*)

The Partner Agency's authorized representative has read this agreement in full and understands all sections, as initialed below:

- Purpose/Shared Commitment
- Partner Agency Release
- Partner Agency Eligibility
- Compliance
- Communication Requirements
- Non-Compliance Policies
- Disaster Response

I have read, understand, and attest that my agency will abide by all partnership requirements, policies, and procedures as established by MANNA FoodBank and Feeding America. Failure to do so may result in agency suspension and/or termination from MANNA FoodBank partnership.

**Agency Authorized Representative Signature:**

**Title:**

**Date:**

**Email to send executed form:**

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