



Agency Partner Policies and Procedures

1. Partnership Expectations

- a. **Client Treatment Policy:** An agency partner that serves the public is expected to serve everyone in need of food and is not permitted to turn anyone away without serving. Clients reserve the right to contact the food bank to file a complaint or report an incident while visiting any agency partner. Client complaints can result in account suspension or termination upon further investigation.
- b. **Civil Rights Statement:** An agency partner must provide equitable service to all groups, including but not limited to, people with disabilities, members of the LGBTQ+ community, BIPOC (Black Indigenous People of Color) communities, veterans, women, formerly incarcerated individuals, groups of varying immigrant status, unhoused individuals, and communities who do not speak English as a first language.
 - i. Agency staff/volunteers found to be violating [civil rights guidelines](#) should be dismissed from the program.
- c. **Site visits:** An agency partner must permit, with or without appointment, site visits by food bank staff. Site visits provide time for check-ins with agency partners, examine partnership building opportunities and ensure an agency meets food safety and compliance guidelines.
- d. **Record Keeping:** An agency partner must maintain an accurate record of clients served.
 - i. USDA-compliant agencies must use the USDA sign-in form, provided by the food bank, without any edits. Non-USDA agencies must use a form approved by the food bank.
 - ii. An agency partner agrees to make all records available to the food bank with or without notice. Records should be kept for three (3) years plus the current year, in either physical or digital copies.
 - iii. All records must be secure and confidential.
- e. **Documentation:** An agency partner must collect aggregated client information detailed below.
 - i. An agency can only require clients to provide their name, address, date served, and number of children, seniors, veterans in household.
 - ii. If an agency chooses to collect additional information for other services and/or programs, the forms must identify that the additional information is optional.
 - iii. An agency is **not** permitted to collect copies of client identification, legal documents (birth certificates, social security number), proof of residency, proof of income, or any other verification for client eligibility.
- f. **Monthly Statistics Reporting:** An agency partner will report monthly the total number of clients served and/or food distributed, as is recorded on their distribution records (detailed in section 1e) on their online account. Agencies found to be falsifying distribution records will receive a warning and could be subject to suspension.
- g. **Compliance Status:** An agency contact is responsible for ensuring partnership forms, trainings, annual agency assessment and site visits are completed as requested by food bank staff. The lack of participation may result in account suspension.
- h. **Correspondence with the Food Bank:** The main agency contact is expected to return phone calls and/or emails from the food bank in a timely manner. Messages for the phone number and email address on file with the food bank should be checked on a regular basis. Agencies that are open to the public must have a publicly shared phone number. Agency partners that do not meet the terms of this correspondence policy may be subject to account suspension.
- i. **Agency Updates:** An agency partner must notify the food bank of any changes to agency information (contacts, hours of operation, location, phone number, etc.) within 30 days of the change. Changes to the agency account can be submitted in the [online form](#) or emailed to their agency representative.

- j. **Operating Schedule:** An agency partner must operate at regularly scheduled times and, in cases where it is open to the public, must post hours of operation in publicly available ways (via social media, website, signage, etc.). They must also have a process for notifying clients and the food bank of unexpected closures or changes in hours of operation.
 - k. **Public Resource Sharing:** An agency partner serving the public will allow site address, phone number, hours of operation, and additional information useful to clients to be displayed on the food bank's [website](#).
 - l. **Distribution of Outreach Materials:** An agency partner will distribute outreach materials provided by the food bank and share other valuable resources with clients. These materials include information on food bank services/programs, SNAP and other government assistance programs, or resources provided by other partners.
 - m. **Suspension or Termination Policy:** The food bank reserves the right to suspend an agency account or terminate the partnership under any circumstance that impacts service to their clients or the quality of the partnership (i.e. food safety concerns, civil rights complaints, repeat overdue balance). The agency partner will receive notice if their account is suspended as well as action steps needed to resume compliance. Once the action is completed by the agency, the suspension will be lifted, and no further action will be taken.
 - i. If an agency remains suspended for three months or more, the food bank reserves the right to terminate the partnership.
 - ii. If an agency is continuously suspended for the same issue, the food bank reserves the right to terminate the partnership.
 - iii. While suspended, an agency can receive already-processed orders, but will not be permitted to place additional orders until suspension is lifted.
2. Ordering and Receiving Product
- a. **Ordering Deadlines:** An agency partner is expected to meet the order deadlines detailed in the Agency Policy Standards. Failure to meet these deadlines will result in the order not being ready until the next available date.
 - b. **Order Pickup:** An agency partner must have adequate transportation and volunteers to receive and load the order. If transporting cold products, they must have food safety practices in place, such as temperature blankets, coolers, or other means of keeping the food at a safe temperature. Missed orders will be restocked if other arrangements are not made within 48 hours as outlined in the Agency Policy Standards.
 - c. **Product Changes:** Occasionally, products on agency orders may become unavailable or unsafe for distribution. In this case, the product will be removed from the invoice and the agency partner will not be charged any fees.
 - d. **Receipt of Product:** Each order will have an accompanying pick list and invoice at the time of receipt, detailing all of the items on the order. All products (food or otherwise) must be weighed and entered on the invoice. The agency representative receiving the order will need to sign the invoice to verify the order has been received.
 - e. **Product Discrepancy:** The agency is responsible for verifying that all products listed on the invoice have been received. If there is a discrepancy, notify agency partnerships staff within three (3) days of receipt. Under certain circumstances, spoiled or damaged products may need to be returned to the warehouse for evaluation. A credit may be applied to the agency account after a food bank staff member has evaluated the product/claim.
 - f. **Product Quality and Safety Concerns:** If an agency partner has concerns about product quality or safety, they are expected to notify the food bank within three (3) days of receipt. The food bank's food safety officer will review the complaint and examine the product in question.
 - g. **Warehouse Standards of Conduct:** All rules and standards of conduct must be observed while visiting our main warehouse and warehouse branches. This policy maintains safety as equipment is utilized throughout the facility. These rules are posted in the warehouses and can be found in the Agency Policy Standards.

- h. **Depot/Deliveries:** An agency partner receiving food through a depot or delivery is expected to accept their shipment at its scheduled date and time. They must have adequate transportation and volunteers to load the order themselves. Agency representatives should not crowd the truck or driver. Rather, they should check in with the driver and then wait near their vehicle for their order. Agency representatives should verify and sign their invoice in accordance with Receipt of Product (section 2d).
 - i. Depot site hosts must ensure the lot is cleared of vehicles and other barriers. When applicable, hosts must have the lot plowed and salted. The depot host should be prepared to field phone calls or questions from other agencies using the depot.
 - i. **Order Minimums:** Partnership status is contingent on regular ordering. Agency accounts may be made inactive if an agency partner has ordered fewer than 1,000 pounds of product in the previous twelve months. Agency usage is evaluated regularly by food bank staff.
3. Food Safety and Storage
- a. **Food Storage:** Products must be securely stored only in areas approved by the agency partnerships team (a locked or regularly staffed space). An agency partner should regularly review their inventory to ensure food maintains quality and security (no signs of tampering or theft). No product can be stored offsite or distributed to an unapproved agency. Food must be stored at least six inches off the floor, away from chemicals and in an environment free from dampness, odors, or insect or rodent infestation.
 - b. **Food Safety & Prep:** An agency partner must transport, store, prepare (in the case of on-site programs) and distribute products in a safe manner, as detailed in the [Food Safety Training Manual](#). A weekly temperature log must be kept for every refrigerator and freezer to ensure safe storage of food (0° F or less for freezers, and 41° F or less for refrigerators). They must inspect all items before distributing/serving them and must withhold any product that appears unfit for consumption. Agencies are encouraged to use or distribute food within 90 days of receipt.
 - c. **Food Preparation:** Agency partners that prepare food for consumption, whether in residential or public setting, must have a health department inspection posted in the facility. Community meals require a ServSafe Food Service Manager certification or equivalent course work for the staff/volunteer preparing the food.
 - d. **Repacking Policy:** An agency partner may not repack food unless it provides documentation of a health department inspection. Eggs may never be repacked due to inspection regulations. The food bank recommends that all donated meat comes from a licensed facility. All repacked food must include a label that includes its contents and date packed. The food bank's [Food Repackaging Guidelines](#) provide more information.
 - e. **Recall Policy:** The food bank will alert agency partners via email when it is notified of a recall. Main agency contacts should notify an agency partnerships representative if they are not receiving emails regarding food recalls. As a matter of precaution, the food bank will notify agency representatives of all food recalls, even if the food bank did not distribute that specific product. Agency partners should act as follows when food is recalled:
 - i. Agencies should check all stock to determine if they have that product. If so, they should dispose of it properly and not return it to the food bank.
 - ii. Agencies should share relevant recall notices with the people they serve via their usual means of communication.
4. Product Distribution
- a. **Product Recipients:** Donated products obtained from the food bank may only be shared with "the ill, needy, or infants". The IRS defines a "needy" person as one who "lacks the necessities of life, involving physical, mental, or emotional well-being, as a result of poverty or temporary distress." Reg. 1.170A-4A (b)(2)(ii)(D).
 - b. **Distribution Requirements:** Products must be given away for free. Food and other products cannot be sold or used for fundraising by an agency partner or given to any person who has the intention of selling or bartering the product. Selling product to anyone is a direct violation of the

U.S. Internal Revenue Code Section 170(e)(3) and with USDA commodities will be prosecuted as theft of government property.

- i. An agency partner may not solicit donations or payments for food or other products acquired from the food bank. It may accept contributions if they are voluntary and anonymous. Such contributions must be completely unconnected to the receipt of food.
- c. **Target Demographic:** An agency partner may serve a specific demographic. The target demographic must be defined on the agency application and may include protected classes as defined by the government (seniors, veterans, women, children, etc.). Agency partners must inform the food bank prior to any change in service.
- d. **Product Usage:** Product may only be used for the program identified in the agency file. Product may not be used for community-wide events or restricted events such as church events, volunteer sessions, board meetings, fundraisers, etc. No restrictions can be placed on receiving product, such as prayer, volunteering, payment or program participation.
- e. **Staff/Volunteer Product Use:** Items obtained from the food bank may not be given to staff or volunteers as a snack, reward, or thank you. However, staff or volunteers may receive food if they meet the same criteria and follow the same process as other recipients (intake, sign-in, waiting in line, etc.). Staff or volunteers receiving food may not receive priority or different access to it.
 - i. Donated products can be consumed on a limited basis for taste testing or demonstration cooking. Staff or volunteers of on-site meal programs are permitted to eat with residents if they are involved with food preparation or are providing other services (i.e. interaction with intended recipients) during the meal (U.S. IRS Code 170(e)(3)).

5. Payment Policies

- a. **Payment Policy:** An invoice with all fees will be provided to the agency representative receiving the product. It is also available through the agency's online account. Invoices must be paid within 30 days to remain in good standing. If an invoice reaches 90 days past due, the agency account will be suspended until payment is received in full.
- b. **Submitting Payment:** Payment must be made from the account of the EIN-registered agency. Payments should include a copy of the invoice and clearly identify the invoice number(s) being paid. Payment cannot be made in the form of personal checks or credit cards. Under no circumstances may a government entity make a payment. Checks can be mailed to 3070 Shaffer Ave SE Kentwood, MI 49512

By signing below, the agency partner agrees to adhere to all policies and procedures detailed in this document.

Program Contact (print): _____

Program Contact (sign): _____ Date: _____

Food Bank Representative: _____ Date: _____