



Agency Agreement

Terms of the Agency Agreement: The Agency agrees to all of the following terms and conditions of this agreement. If any of these terms or conditions are violated, then DTC has the right, without further investigation, to stop distributing product to the Agency and/or follow processes outlined in the Suspension & Inactivation Policy until the term(s) or condition(s) can be met:

1. **IRS Eligibility Requirements:** The Agency agrees that it meets the IRS eligibility requirements for the receipt, transfer, and use of donated products (food and non-food) under section 170(e)(3) of the IRS code, as stated below:
 - a. **501(c)(3) or Church/Religious Organization:** The Agency agrees that it is incorporated as a 501(c)(3) non-profit corporation or is considered a church as defined by the IRS and meets all of the criteria below for each type of eligible organization.

501(c)(3) Non-Profit Corporation

Option 1: If the organization has its own independent 501(c)(3) status, the Agency must have one of the following:

- Employee Identification Number (EIN), **OR**
- A current 501(c)(3) determination letter from the IRS verifying its non-profit corporate status and verifying that it is *not* a private foundation.

Note: The Corporation name must match the name that the organization is known by the community.

Option 2: If the organization's name does not match the corporation's name listed on the 501(c)(3) determination letter the Agency must have:

- Current official and verifiable documentation regarding the organization's ability to use the 501(c)(3) verification letter proving their non-profit status.

Church or Religious Organization (as defined by the IRS) Without Independent 501(c)(3) Status

Option 1: If the church or religious organization is part of a national denomination that is a registered 501(c)(3), the Agency must have one of the following:

- The denomination's 501(c)(3) determination letter from the IRS verifying its non-profit corporate status and verifying that it is *not* a private foundation, **OR**
- Employee Identification Number (EIN)

AND

- A letter from denominational headquarters stating that the church or religious organization applying for partnership is in good standing in the denomination and has not been denied 501(c)(3) status, **OR**
- Proof that the organization is registered with the denomination's national office (i.e., link to convention's directory)

Option 2: If the church or religious organization is not part of denomination that is a registered 501(c)(3), the Agency must have:

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| <ul style="list-style-type: none">• Completed 14-point IRS Church Qualifier Form with supporting documentation• Letter of confirmation on church letterhead |
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- 2. Purpose of Incorporation and Service:** The Agency agrees that it is incorporated to serve the ill, needy, and/or infants (minor children 0-18 years old). The Agency also agrees that it is not incorporated for a purpose unrelated to serving the ill, needy, and/or infants.
- 3. Distribution Without Charge:** The Agency agrees that it will distribute the products (food and non-food items) obtained from DTC free of charge (monetary, volunteer hours, services, or otherwise).
- 4. Recipients of Distributed Products:** The Agency agrees that it will only distribute products obtained from DTC to recipients who qualify as ill, needy, and/or infants (minor children 0-18 years old) as defined in IRS code section 170(e)(3). The Agency also agrees that it will not distribute donated products to people who do not qualify to receive the products as defined in IRS Code section 170(e)(3). Self-declaration of need is considered qualification to receive products. See section 12 for more information.
- 5. Use of Donated Products:** The Agency agrees that it will comply with the restrictions on the use and transfer of donated property, as described in [IRS Tax Code Section 170\(e\)\(3\)](#) and any amendments to the Code (See the Federal Register/Vol. 47, No.21/Monday, February 1982/Rules and Regulations, pp. 4509-4512). The Agency also agrees that:
 - a. It will not sell or use products in exchange for money, other property, or services, including using products for the purpose of fundraising programs and events and other programs that are not authorized by DTC (e.g., church suppers, staff appreciation or other activities not associated with the program).
 - b. It will not take any products home for personal use.
 - c. It will not pay staff or volunteers with products.
 - d. It will not allow personnel to consume products unless in a group setting and have a written policy for this situation when products could be used or consumed internally by staff.
- 6. Donor Stipulations:** The Agency agrees that it will adhere to any donor stipulations placed on donated products.
- 7. On-site/Off-site Designation:** The Agency agrees that it will only utilize product within the parameters of the program for which it was approved:
 - a. If the Agency is categorized as “on-site” (i.e., kitchen), served under the parameters by which the product was acquired (i.e., prepared for consumption), and none of the items can be redistributed.
 - b. If the Agency is categorized as “off-site” (i.e., pantry) all items must be distributed under the parameters of which the product was acquired.
 - c. If the Agency has both an “on-site” and “off-site” operations, the products cannot be transferred from one program to another (i.e., from pantry to kitchen).
- 8. Area of Distribution:** The Agency agrees that it will only distribute products received from DTC in Dare to Care’s 13-county service area which includes the Kentucky counties of Bullitt, Carroll, Henry, Jefferson, Oldham, Shelby, Spencer, Trimble and Indiana counties of Clark, Crawford, Harrison, and Floyd.

- a. **Service Boundaries.** The Agency agrees to serve without boundaries, if possible. If the Agency has limited capacity and cannot serve without boundaries, the Agency agrees to serve a neighbor who may reside outside of the Agency's service area the first time and direct them to other DTC partners or Food Banks in their area for subsequent visits.
 - b. **Open/Closed Network Designation.** The Agency agrees to operate its distribution based on the service for which it was approved by DTC. Open network agencies agree to serve the public. Closed network agencies are not open to the public and agree to serve neighbors that meet specific requirements of the Agency's program.
9. **Distribution Requirements:** The Agency agrees to operate regularly scheduled hours and is open at least once per month for a minimum of 90 minutes. The process for distributing food must be fair and equitable for all neighbors. This includes incorporating at least one element of choice in the distribution model.
10. **Discrimination:** The Agency agrees that it 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, housing status, language, unfavorable discharge from the military or status as a protected veteran.
11. **Proselytizing and Religious Services:** The Agency agrees that it will not proselytize or attach any religious materials to food distributions. The Agency also agrees to have at least one hour of separation between a religious service and food distribution.
12. **Self-Declaration:** The agency agrees that food distribution to neighbors is based on the neighbor's self-declaration of need. The Agency agrees that it will not ask neighbors for proof of income to receive food. DTC does not require that the Agency ask for any type of identification in order to receive food. If the Agency chooses to ask for identification, the Agency agrees that it will not ask for social security cards as a means of identification. The Agency also agrees that lack of identification will not prevent a neighbor from receiving food.
13. **Recordkeeping:** The Agency agrees that it will maintain adequate records (physical or electronic) for three (3) years plus the current year. The Agency also agrees to capture the number of neighbors served and to submit monthly statistics by the 3rd of each month.
14. **Order Requirements:** All products obtained from DTC will be free of charge, with the exception of co-op purchases. The Agency agrees that it will obtain products from DTC at least once a month (and as often as once a week) or 12 times per year to remain active or is subject to the terms and conditions in the Suspension & Inactivation Policy. The Agency also agrees that
 - a. It will follow the current Ordering Policies and Procedures.
 - b. It will contact DTC with any changes to pick up dates and times.
 - c. If suspended or deemed inactive, it cannot obtain products from DTC (including retail pickups) until partnership has been re-instated.
15. **Storage and Handling of Products:** The Agency agrees that it will store, handle, and distribute products consistent with the Federal Food, Drug and Cosmetic Act (as amended) and any regulations that follow. The Agency also agrees that it will handle products conforming to all local, state, and

Federal regulations, and will maintain current licenses as required by local, state, and Federal regulations. The Agency also agrees that:

- a. It will allow DTC to inspect all food storage areas.
- b. It will not store food in any private homes, private garages, or in any area that has not been inspected and approved by DTC for food storage.

16. "As Is" Condition: The Agency agrees that it will accept all products received from DTC in "as is" condition. All products received from DTC should be inspected in a timely manner upon receipt and the Agency agrees to notify DTC of any product issues. DTC cannot guarantee that missing or damaged items will be replaced.

17. Purchased Product (Co-op): The Agency agrees that if it should choose to purchase non-donated products through DTC's co-op then it may pay extra charges and costs associated with that product and will adhere to the terms and conditions outlined in the Co-Op Membership Agreement.

18. Access to One Feeding America Member Food Bank: The Agency agrees to partner with only one Feeding America Member Food Bank (DTC) and no other Feeding America Member Food Bank.

19. On-Site Inspections: The Agency agrees to allow representatives of DTC, donors, and government agencies to inspect and audit all facilities and vehicles where products from DTC are received, stored, and distributed, with or without notice. The Agency agrees to allow DTC representatives to monitor on an as-needed basis, but not less than once every two (2) years. The Agency agrees to allow photographs as part of the monitoring process.

20. Authorized Agent(s): The Agency agrees to have only authorized agents pick up or receive products from DTC. Only one staff member may be authorized to place orders through DTC's online ordering system. The Agency also agrees to make known to DTC a list of authorized agents and contact DTC when a change is made to that list within 30 days.

21. Commitment to Partnership and Communication: The Agency agrees to participate in open communication with DTC and the community. Communication may include but is not limited to virtual and in-person meetings, email, phone, and surveys. The Agency agrees to have at least one working email, phone number, and voicemail that are checked regularly. The Agency also agrees to alert DTC of closures, changes in distribution times, service modifications, and personnel changes within 30 days. If the Agency plans to move or acquire additional storage or satellite spaces, the Agency agrees to alert DTC 30 days prior to the transition and to be inspected and approved before resuming distributions.

22. Storing Product at Multiple Locations: The Agency agrees that it will only receive and store products from DTC at multiple locations if: 1) all locations individually meet the requirements of this agreement; 2) have been inspected; and 3) are approved by DTC prior to receiving and distributing food.

23. Sub-Distribution and Product Transfer: The Agency is not allowed to sub-distribute donated products to any organization, agency, partner, program, or entity other than a qualifying neighbor. However, product may be transferred to other DTC partners if the product received is in excess of

what the Agency can distribute and needs to be transferred to maintain quality and food safety standards.

- 24. Signage:** The Agency agrees to display the “In Partnership with Dare to Care” signage in addition to a sign clearly stating distribution or meal service days and hours which is visible to the public (if operating an open network site).
- 25. Branding and Logo Usage Rights:** The Agency agrees to follow the [Agency Partner Branding Guidelines](#).
- 26. Trainings:** The Agency agrees to attend all trainings required by DTC including but not limited to Onboarding, Statistics, and Food Safety.
- 27. DTC’s Agency Handbook:** The Agency agrees that it has received and will abide by the rules, regulations, and guidelines at all times set forth by DTC’s Agency Handbook.
- 28. Additional Agreements:** In addition to the Agency Agreement, the Agency also agrees to execute and submit the Liability Release Form, Food Safety Agreement, Ordering Requirements & Pickup Agreement, and the Suspension & Inactivation Policy and Partnership Pause Policy.
- 29. Termination of Agency Agreement:** The Agency or DTC can terminate this agreement, with or without cause, at any time.

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Liability Release

The Agency hereby affirms that the original donor, Dare to Care Food Bank (DTC), and Feeding America:

1. Are released by the Agency from any liabilities resulting from the donated Product.
2. Are held harmless from any claims or obligations in regard to the Agency or the donated Product.
3. Offer no express warranties in relation to the Product.

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Dare to Care
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Suspension & Termination Policy

The first violation of any criterion listed in the Agency Agreement may result in a written corrective action plan emailed to the primary contact at the Agency. A copy of the corrective action will be added to the Agency's file at Dare to Care Food Bank (DTC).

The Agency has 30 days from receipt of the corrective action plan to fix the violation. If the Agency is not in compliance within 30 days, the Agency will be suspended and become ineligible to receive or purchase product from Dare to Care until the violation has been corrected. If the Agency becomes compliant and adheres to outlined policies during the suspension period, suspension will be lifted with no further action taken.

If the Agency remains noncompliant 90 days after the initial date of suspension, the Agency Agreement and partnership with DTC will be terminated. Any account balance due must still be paid according to the Agency's co-op agreement, if applicable. Subsequent violations may be treated similarly. DTC reserves the right to extend accelerate the suspension and/or termination process at its discretion.

The Agency must wait at least 12 months (one calendar year) after the termination date to re-apply for partnership with the understanding that DTC reserves the right not to reinstate partnership.

Partnership Pause Policy

If the Agency needs to take a voluntary step back to allow for organizational change (e.g., new leadership, construction, relocation), the Agency may request a temporary pause on partnership.

- If the partnership is paused for 6 months or less, and is not relocating, the Agency is required to undergo a site visit and execute a new Agency Agreement.
- If the partnership is paused for more than 6 months, and is not relocating, the Agency is required to undergo a site visit, abbreviated application, and execute a new Agency Agreement.
- If the Agency requests a partnership pause due to relocation, or needs or plans to relocate while paused, the Agency is required to reapply for partnership and undergo the formal application process. Upon review of the application, the partnership may resume or be terminated.

Grievance Procedure: Agencies may voice concerns or appeal any decisions made by DTC staff. Place your concerns in writing and send them to DTC's Director of Strategic Initiatives at 5803 Fern Valley Rd., Louisville, KY 40228. All appeals will be reviewed by the Director, Executive Director, and/or Board of Directors. A written response to the appeal will be issued within 30 days.

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Pick Up Agreement

The Agency agrees that all food obtained from Dare to Care Food Bank (DTC) will be handled and distributed in accordance with their signed Food Safety and Agency Agreements. If the Agency is suspended or becomes inactive for any compliance violations, this agreement could be terminated.

The Agency agrees to pick up orders from the DTC warehouse located at 5803 Fern Valley Rd. Louisville, KY 40228 from the DTC warehouse. The Agency also agrees:

1. That only authorized agents will pick up from the dock and that it will notify DTC of any pickup personnel changes within 30 days. The Agency also agrees that:
 - a. Pickup personnel may only be considered authorized agents if they have a valid driver's license.
 - b. The vehicle used to pick up and transport orders is insured.
2. To arrive on time but no more than 15 minutes ahead of scheduled pickup time and understands that pickups take place in scheduled order. If you arrive more than 15 minutes ahead of schedule, you will be asked to return or wait until your scheduled pickup time.
3. To check orders at the time of pick up and before leaving the warehouse.
4. That products must be taken in one load/trip (more than one vehicle can be used) within 30 minutes of scheduled pickup time. Any leftover product will be forfeited.
5. For safety and liability purposes, the pickup personnel will remain in designated loading areas and not go on the dock.
6. To load the vehicle (bring at least one person to assist) with products off the dock. DTC is not responsible for loading vehicles.
7. To cover any product that may be exposed to air. For example, product loaded in the bed of pickup trucks must be covered with a tarp or truck bed cover.
8. To transport frozen and refrigerated products using approved devices to maintain safe food temperatures (temperature-controlled coolers, thermal blankets, or active temperature devices) and maintain temperature logs. Product must be transported to destination within 30 minutes unless using a refrigerated vehicle.
9. To refrain from smoking, eating, or drinking while loading pickup vehicles.

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Dare to Care
Food Bank

Food Safety Agreement

The Agency agrees that at least one staff person be trained in Dare to Care Food Bank's (DTC) Food Safety Training every two (2) years. The Agency also agrees:

1. That if the Agency's primary contact has changed, the Agency will notify DTC within 14 days and the new contact will attend DTC's Food Safety Training within 60 days.
2. To provide food safety training for staff and volunteers who handle food.
3. That if operating an on-site service (i.e., kitchen), at least one (1) staff person will acquire a food safety manager certification and a health inspection by its respective Health Department and will meet local commercial food safety standards.
4. That if operating an off-site service (i.e., pantry) that it will not repackage any products *besides produce and bulk baked goods*. When repacking bulk produce or baked goods, off-site partners will follow the food safety guidelines for handling product including the use of gloves, cleaning, and sanitizing spaces, and using appropriate food safe packaging for re-packed items.
 - a. *Bulk produce* allowed for repacking is defined as produce that is uncut and in packaging that is exposed to air and not sealed.
 - b. *Bulk baked goods* allowed for repacking are defined as shelf-stable baked goods (prepared for multiple servings) from retailers (not manufacturers) in a clamshell or similar packaging (Examples include cookies, croissants, donuts, cupcakes).
5. To have time and temperature logs and thermometers for each cold storage unit (e.g., freezer, fridge) and dry storage area, and to record temperatures.
 - a. *Daily* - if operating an on-site service (i.e., kitchen), or
 - b. *Weekly* - if operating an off-site service (i.e., pantry)
6. To implement a process for handling and communicating food safety concerns and recalls to staff, volunteers, and neighbors.
7. To store food using the following methods:
 - a. Separately from chemicals and cleaning products.
 - b. Six inches off the floor, four inches away from the walls, and two feet from the ceiling.
 - c. In a locked and secured area with limited access.
 - d. In a way that avoids cross-contamination (i.e., ready-to-eat foods above raw foods).
8. To utilize the First-Expired First-Out (FEFO) method.
9. To have a pest control system in place whether professional or in-house.
10. To follow all recommendations outlined in DTC's Food Safety Training.

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Dare to Care

Food Bank

FOR AGENCY USE:

These agreements must be signed by the highest authority in the organization who is responsible for any and all actions of the organization. The Agency's authorized representative's signature below confirms that the Agency is accepting and agrees to abide by all terms of this agreement. These documents are agreements made between Dare to Care Food Bank (DTC), located at 5803 FERN VALLEY RD. LOUISVILLE, KY 40228 and

Agency Name:
Agency Address:
Agency Representative Name (PRINT):
Agency Representative Name (SIGN):
Agency Representative Title:

For DTC USE:

DTC Representative Name (PRINT):
DTC Representative Name (SIGN):
DTC Representative Title:

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