

## **Partnership Agreement**

Agency Acct. # \_\_\_\_\_

Feeding America, Kentucky's Heartland (FAKH) gathers and distributes food in 42 Kentucky counties to feed our neighbors in need through local partnerships. FAKH's vision is to provide equitable access to nutritious food, so no one will go hungry. FAKH will enter into this partnership agreement the named organization listed here in effort to make meaningful progress on fulfilling this mission.

Date of Agreement: 9-12-25

Organization Name: Marion County School Pantry

Organization Address: 200 Corporate Drive

Lebanon KY, 40033 Marion  
City, State, Zip County

### **ELIGIBILITY:**

For eligibility to distribute Purchased and Donated Product, Agency Partner must be one of the following types of organizations with supporting documentation to be provided:

- a Public Charity, or an organization wholly owned by a Public Charity, that either:
  - Was organized for and operates for the purpose of the care of and service to the ill, needy, or infants or
  - Uses Donated Product in a manner relating to and consistent with the organization's exempt purpose through programs that care for and serve the ill, needy, or infants
- a Church that cares for or serves the ill, needy, and/or infants.

### **SERVICE TO COMMUNITY:**

Agency Partner confirms and agrees to:

- Not engage in discrimination in the provision of service against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran or as otherwise prohibited under the current USDA nondiscrimination statement.
- Maintain a procedure for determining that the final recipient of the Donated Product is ill, needy, or an infant, such as using self-declarations of need or other intake processes.
  - Agency must serve anyone who states a need for food. All income levels and other details are self-attested in Kentucky. Agency may need to verify identification and/or residency for specific USDA programs if applicable.
  - An agency which serves both needy and non-needy neighbors must ensure that a majority (51 percent or more) of its neighbors are low-income or from low-income families.

- FAKH products must be equally available to all eligible ill, needy or infants without regard to race, gender, national origin, disabilities, or religious preferences.
- Neighbors/recipients must not be required to listen to a religious message, participate in prayer, or profess a certain faith to receive food, and may not be denied service or be subject to unequal treatment on the basis of their religious orientation.
- Review Partnership Agreement with FAKH every two (2) years.

**PARTNERSHIP EXPECTATIONS:**

Initials: \_\_\_\_\_

Agency Partner confirms and agrees to:

- Agency will be charged a shared maintenance fee based on pounds of product received from FAKH. The amount of the shared maintenance fee can vary anywhere from \$0.01 to \$0.19 per pound. The shared maintenance (or handling) fee is not in exchange for the product received and is not based on the value of the product but is charged to cover administrative, warehousing, transportation and other similar costs.
- FAKH will conduct an on-site visit of each Partner Agency prior to membership approval. Once approved, each Partner Agency will be monitored bi-annually. FAKH reserves the right to monitor each or any Agency Partner more frequently. Monitoring may be done on an announced or unannounced basis by on-site visits and/or oral or written communication. As part of the monitoring process, FAKH also reserves the right to use anonymous monitors and/or call recent visitors to the Agency's pantry.
- Product acquired from FAKH must be distributed in FAKH's 42-county service area.
- Agency must submit an order at least once per quarter to maintain active status with FAKH.
- Agency agrees to complete regular, once-a-year food safety training. For commercial kitchens, training must be training required or approved by the county health department and for other pantries, FAKH will provide food safety training either in-person or online that is appropriate and acceptable.
- Agency must have monthly pest control measures in place.
- Agency is expected to communicate with all FAKH staff members and neighbors in need with respect, professionalism, and compassion. Use of foul language, insults, yelling or screaming, or slurs of any kind will not be tolerated. Professionalism, fair treatment, and compassion is required for all FAKH staff members with each agency and neighbor served.
- Agency understands that violation of FAKH policy guidelines and procedures may result in the termination of FAKH membership.
- Agency understands that either party may terminate this contract in writing at any time after payment of outstanding Shared Maintenance balance by Agency.



**RECORD KEEPING:**

Initials: \_\_\_\_\_

Agency Partner confirms and agrees to:

- Comply with the policies, procedures, and recordkeeping requirements of FAKH. Agency must maintain records of FAKH partnership, distribution/service records, and overall FAKH-related interactions for three years plus the current year.
- Agency Partner will maintain records reflecting the total amount of Product received from the Food Bank – including Product received through an Agency Partner Enabled Donor Pick-up Program.
- Agency Partner will keep the records of Product received on file for a minimum of one year from date of receipt.
- Agency Partner will take appropriate administrative and technical measures designed to protect individual privacy and data confidentiality and security.

**PRODUCT HANDLING:**

Initials: \_\_\_\_\_

Agency Partner confirms and agrees to:

- Receive, store, transfer, use, and handle Product safely and properly in accordance with applicable local, state, and federal law. Any abuse of FAKH products will be investigated, and may result in probation or termination from the network.
- Comply with Section 170(e)(3) and other requirements for use and distribution of Donated Product.
- Adhere to additional donor stipulations.
- Acknowledge that all items are accepted in “as is” condition.
- Acknowledge that the original donor, FAKH, and Feeding America offer no express warranties in relation to the Donated Product.
- Release the original donor, FAKH, and Feeding America from any liabilities resulting from Donated Product.
- Hold harmless and indemnify the original donor, FAKH, and Feeding America from any claims or obligations arising from Donated Product, or conditions or activities at Agency Partner locations.
- Agency Partner may not engage in Sub-Distribution of Product received from the Food Bank without a signed agreement from the Food Bank
- Agency Partner may not participate in an Enabled Donor Pick-up Program without a signed <https://feedingamericaky.primarius.app/primarius/agreement> from the Food Bank
- When transporting Products, Agency Partner will do so in a manner that prevents contamination and adulteration. Including, without limitation, the following requirements:
  - Temperature Controlled for Safety (TCS) foods must be staged, transported, and held at temperatures appropriate to the relevant food item (e.g., safe temperatures for hot or cold TCS foods)
  - When transporting TCS foods, Agency Partner must use a visible active temperature retention system (e.g., refrigerated vehicle) or a passive temperature retention system

*updated: Mar. 13, 2025*

(e.g., insulated coolers or bags, thermal blankets, cambros) for the safe transport of cold or hot food

- All vehicles used for transporting Product must have clean food storage areas and be maintained to prevent contamination or adulteration of the transported Product

**AGENCY PARTNERS WILL NOT:**

Initials: \_\_\_\_\_

- Use any non-food Donated Product in their operations or upkeep
- Use any Donated Product for business meetings, including, without limitation, committee meetings and other functions where business is conducted relating to Agency Partner
- Use Donated Product in connection with fundraisers or events
- Consume any Donated Product (food or non-food), including consumption of beverages by volunteers when carrying out assigned duties
- Use Donated Product to compensate or provide incentives to staff or volunteers
- Will not trade, sell, or barter Donated Product
- Will not charge neighbors any fees for Donated Products

**ACCOUNT BALANCE POLICY:**

Initials: \_\_\_\_\_

Effective August 1, 2022, the following policies and standards are in place. Please remember that communication is essential for a good partnership.

1. All Partner Agencies are expected to have a working email and phone number with voicemail capacity. It is strongly recommended all Partner Agencies check their working email and voicemail at least once a day, Monday to Friday, in order to receive order invoices and other relevant information from FAKH in a timely fashion.
2. Any agency with an account balance past due **60 days** will receive an email notification with a request for payment. FAKH expects agencies to respond promptly and make arrangements for payment. The agency will be expected to pay the account balances past due in full or set up an approved, written payment plan. Any payment plan must be approved by the Director of Agency Services and Programs.
3. Any agency with an account balance past due **90 days** will receive a notification via email and USPS mail with request for payment. In addition, access to ordering and agency profile will be suspended. FAKH expects agencies to respond promptly to the Director of Agency Services and Programs. The agency will be expected to pay the past due account balance in full to regain access to FAKH agency profile.
4. Any agency with an account balance past due **120 days** will receive an email notification to schedule a meeting with the Director of Agency Services and Programs – in person or virtually – to discuss the past due account balance and future of partnership with FAKH. FAKH expects agencies to respond promptly and set this meeting as soon as possible. In addition to continued suspension from online ordering, the agency will lose access to retail pickup (if applicable), ability to pick up at FAKH warehouse, and ability to receive a FAKH delivery. Account balance must be paid in full to continue overall partnership with FAKH and regain full access.

**DISCIPLINARY ACTIONS:**

The following violations will require correction action to be taken by FAKH. The level of corrective action depends on the severity of the offense and may range from verbal notice and follow-up to suspension/termination.

**Violations:**

1. Exchanging donated food or other product for money, property or services.
2. Using donated food or other products in a manner that is not related to the exempt purposes of the Agency (i.e., church functions, fundraisers, etc.).
3. Distributing/issuing product to another organization (501(c)3 or not) without a signed, sub-distribution agreement.

**Sub-Distribution**

Eligibility

Agencies partners may sub-distribute excess product obtained from FAKH to other approved Agency Partners if:



- a. The product being sub-distributed is in excess of what the original Partner Agency will be able to distribute and needs to be sub-distributed to maintain quality and/or be distributed while it is safe for human consumption.
- b. The product is only sub-distributed once, and only to Distribution Partners who are in good standing
- c. FAKH maintains a process for notifying sub-distributing Distribution Partners of any changes to the status of the entities receiving sub-distributed product.

#### Written Agreement

FAKH and any sub-distributing Distribution Partner must be parties to a written agreement reflecting Distribution Partner agreement to:

- a. Handle and distribute all sub-distributed product in accordance with its primary signed Agency Partner and FAKH agreement
- b. Only sub-distribute product once and only to other Distribution Partners approved by FAKH
- c. Track all sub-distributed product to ensure product is able to be recalled in accordance with FAKH's recall program
- d. Take and document sample temperatures at the time of pickup and delivery for all TCS food
- e. Not charge fees in relation to sub-distributed product (prohibited fees include: VAP and PPO; handling; delivery, transfer, and referral; and any other fees)
- f. Adhere to product integrity and food safety procedures at all times including during the transfer of product
- g. Report unsafe food handling and transportation practices to FAKH

Written agreements must also recite that product to be sub-distributed is in excess of what the Partner Agency will distribute and needs to be sub-distributed to maintain quality and/or be distributed while it is safe for human consumption.

#### Monitoring

FAKH will review sub-distribution activities as part of Agency Partner monitoring.

#### Food Safety Training

All Distributing Partner staff and volunteers who handle product as a part of a sub-distribution program must complete current required food safety training.

- 4. Discrimination, mistreatment, or abuse of any form towards neighbors seeking assistance, volunteers, FAKH staff or volunteers or other Partner Agency's staff or volunteers.
- 5. Delinquent payment of shared maintenance contributions.
- 6. Donated food or other products are improperly stored, refrigerated or transported.
- 7. Partner Agency is in violation of any state or local statute, ordinance, code or regulation.

8. Partner Agency otherwise violated the partnership agreement or expectations between agency and FAKH.

**LEVELS OF CORRECTIVE ACTION:**

Initials: \_\_\_\_\_

**Verbal Notice:** Depending on the severity of the offense, the Partner Agency may be verbally notified of a discrepancy and/or violation and given the opportunity to immediately correct the situation. If the situation is corrected, no further action will be required.

**Written Notice:** For a more substantive violation, the Partner Agency may be notified in writing by the Director of Agency Services and Programs. The written notification will outline the violation, the deadline to correct the violation, and an action plan. The Partner Agency must respond in writing to acknowledge the action plan. A follow-up monitoring may be required.

**Suspension or Probation:** For a more serious violation and/or failure to correct a violation with a verbal and/or written notice, a Partner Agency may be placed on probation for a period not to exceed six months. Notification of probation must be in writing. The Directory of Agency Services or Executive Director has the authority to place partner agencies on probation.

The purpose of a probationary period, or suspension, is to place Partner Agency on notice that it must bring its program into compliance. The Partner Agency will not be able to receive any product from FAKH during their suspension. The Directory of Agency Services or Executive Director has the authority to extend the probationary period or to recommend termination of the Partner Agency. A Partner Agency's probationary status concludes when the Agency satisfies to the Director of Agency Services or Executive Director that the violation has been rectified. A follow-up monitoring visit or subsequent trainings may be required.

**Termination:** A Partner Agency may be terminated, without first being placed on probation, if found in violation of #1 above. Depending on the severity, all other violations will normally be preceded by a probationary period for the violation(s) in question.

\_\_\_\_\_  
Partner Agency Representative

\_\_\_\_\_  
FAKH Executive Director

9-12-25

\_\_\_\_\_  
Date

9-12-25

\_\_\_\_\_  
Date

