



Partner Agency Contract

Contract Effective Date: January 1, 2026

Partner Agency Name:

Partner Agency Number: _____

Agency Physical Address:

Agency Mailing Address:

Location(s) of Agency Distribution (City and/or County):

EIN (Employer Identification Number)

The Partner Agency named above (“the Agency”) desires to be a member of the Blue Ridge Area Food Bank (“BRAFB”) partner network and, in exchange for membership in the BRAFB partner network, agrees as follows:

1. Tax Exempt Status and Mission.

(a) At all times, the Agency must be an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The Agency represents that it either (i) possesses an IRS Letter of Determination of 501(c)(3) status for the purpose of distribution of food, or (ii) is a church within the meaning of the Internal Revenue Code. The Agency represents further that it is not a private foundation. As a condition of membership, the Agency will provide BRAFB with a copy of its Letter of Determination or a letter attesting to its status as a church.

(b) The IRS code 170(e)3 requires donations to be used solely for the care of the “ill, the needy, or infants”. “Donated Product” is defined by Feeding America as product donated in accordance with Section 170(e)(3) for the purpose of supporting the ill, needy, or infants. The Agency must comply with Section 170(e)(3) and other requirements for use and distribution of Donated Product.

- (c) For eligibility to distribute Donated Product, the Agency must be one of the following types of organizations with supporting documentation to be provided:
 - (i) a Public Charity, or an organization wholly owned by a Public Charity, that either:
 - (1) Was organized for and operates for the purpose of the care of and service to the ill, needy or infants or
 - (2) Uses Donated Product in a manner relating to and consistent with the Agency's exempt purpose through programs that care for and serve the ill, needy, or infants
 - (ii) a Church that cares for and serve the ill, needy, and/or infants

2. Definition.

The word "food", as used in this Contract, means any and all products that the Agency receives from BRAFB, including through Partner Pick Up or any other BRAFB program or partner. Such products may include food, paper products, personal care items, cleaning products, and any other items received as described in the preceding sentence.

3. Food Handling and Distribution.

(a) Public Distributions. The Agency will conduct regularly scheduled distributions of food to people in need at least once per month. Distribution times must be publicized in advance to the public using, for example: flyers, newspaper notices, signs visible from the public road, or other publicly distributed materials. **Changes or updates to distribution days/times need to be communicated to a BRAFB Partner Engagement Manager immediately, and the public must be made aware of distribution changes** (i.e., social media, updates to agency website, notice posted on front door, updating local DSS office and other partnered service providers, etc.).
_____ **(please initial here)**

(b) Eligibility. All food must be distributed free of charge and without reference to attendance or membership in any church or organization (e.g., church services, rescue mission services or meetings). The Agency will not require, whether implicitly or explicitly, any food recipient to provide payment or services of any kind in exchange for food. The Agency agrees that it has established criteria to ensure that all guests have equitable, consistent access to food assistance. The Agency will make such criteria available in writing to BRAFB upon request.

(c) Limitations on Use.

- (i) Distribution Limited to people experiencing food insecurity. As defined above in 1(b) and 1(c), all food must be distributed directly to households and individuals who are or may be food insecure.

- (ii) Sub-Distribution Guidelines. In the event the Agency has an excess of food from BRAFB sources, including Partner Pickup, the Agency may only give the excess food to another BRAFB member. To sub-distribute food, the Agency is required to 1) inform a BRAFB Partner Engagement Manager (PEM), and 2) complete and retain the Agency Sub-Distribution Form which can be provided by the PEM. If a member Agency routinely has excess food, BRAFB will work with the Agency to revise the amount of food provided by BRAFB and/or the Partner Pick-Up schedule and assigned retail stores.

The receiving Agency must then either distribute or dispose of the food. The food may not be distributed to a third-member Agency out of concern for food safety and handling. The Agency Sub-Distribution Form must be available to be reviewed during agency monitoring visits. _____ **(please initial here)**

Please reference (vi) Loss; Damage; Recalls for further guidance.

In addition, Agency partners will not:

- (a) Use any donated food in their operations or upkeep
- (b) Use any donated food for business meetings, including, without limitation, committee meetings and other functions where business is conducted relating to the Agency
- (c) Use donated food in connection with fundraisers or events
- (d) Consume any donated food, including consumption of beverages by volunteers when carrying out assigned duties
- (e) Use donated food to compensate or provide incentives to staff or volunteers
- (f) Trade, sell, or barter any food
- (g) Charge guests/recipients any fees for donated food.

(iv) Agency Staff and Volunteers. Agency staff and/or volunteers may receive food only if they are eligible and, in such an event, they must be treated in a manner that does not provide them with priority over other recipients. Food may not be used to support private events for agency staff, volunteers, or other stakeholders.

(v) Donor Stipulations. The Agency agrees that, if certain food is subject to donor stipulations in addition to the provisions of this contract, the Agency will abide by all such stipulations.

(d) Interruptions in Distribution. If the Agency is closing for more than a one-month period, the Agency must notify BRAFB Partner Engagement Manager and provide a plan to notify guests of the closure and what

alternative sites are available for guests to visit during the closure. _____
(please initial here)

(e) Storage and Safe Handling.

(i) Food Safety. The Agency and its representatives must review and sign the Food Safety Training Form annually. The Agency representative is responsible for training all volunteers in food safety. Agencies that distributes **TCS food (food requiring time and temperature control for safety, to include Partner Pickup)** will also be required to complete ServSafe Food Handler for Food Banking or an equivalent course every 3 years. This training is available for free on the Food Bank's Virginia Learning Center. Agencies that utilizes BRAFB food to make meals (e.g., soup kitchens) must complete an Advanced Food Safety Training course every 5 years. The Agency must always have a staff member who has the required certification on board.

(ii) Transportation of TCS Foods. The Agency will transport food in a manner that prevents contamination and adulteration, including, without limitation, the following requirements:

(a) TCS foods must be staged, transported, and held at temperatures appropriate to the food. Hot food temperatures should be maintained at 135° or above. Cold food temperatures should be held at 41° or below.

(b) When transporting TCS foods, the Agency must use an active temperature control system, such as a refrigerated vehicle or a passive temperature control system, such as insulated coolers or bags, or thermal blankets, for the safe transport of hot or cold food.

(c) All vehicles used in the transportation of food must have clean storage areas and be maintained to prevent contamination of the transported food.

(iii) Pest-Free. The Agency will maintain rodent- and insect-free facilities appropriate for the safe and secure storage and handling of food. BRAFB recommends contracting with professional pest control services to help maintain rodent and insect-free facilities. The Agency should have invoices or logs from the pest control services available for review. Pest control logs are available on BRAFB's website to track the use of over-the-counter products and pest control practices for Agencies that do not utilize professional pest control services. If the Agency chooses not to use professional pest control services, the Agency should however, at a

minimum, make regular use of pest control products, such as rodent and insect traps, available from retail stores.

- (iv) Climate Control. The Agency will maintain thermometers in all refrigerators (between 32° to 40° F) and freezers (0° or below F) and record temperatures **at least three times a week** on temperature logs. It is also a best practice, and a requirement for USDA programs, to maintain thermometers in all dry storage areas (between 50° and 70°) and record temperatures at least 3 times per week on temperature logs. Temperature logs must be maintained for the current fiscal year plus three previous years. All food storage areas must be temperature controlled and free of leaks.
- (v) Location. All food must be stored indoors and protected from exposure to the elements. Food should be stored a minimum of six inches off the floor, four inches from the wall and 2 feet from the ceiling, including in walk-in coolers and freezers.
- (vi) Health Codes. The Agency must meet all federal, state, county, and local regulations for operating its facility. It is the responsibility of the Agency to contact its local health department and satisfy all applicable government regulations, if any.
- (vii) Loss; Damage; Recalls. The Agency must immediately contact BRAFB in case of damage, loss, or theft of food. **Do not dispose of food until you have spoken with the BRAFB Partner Engagement Manager or Manager of Compliance.** In the event of a product recall, BRAFB will notify the Agency, and the Agency agrees to assist BRAFB with any investigation or other necessary remedies, including disposing of applicable food items.
- (viii) Rapid Turnaround. Food should be ordered in accordance with guest demand, and no more than 3 months' supply should be ordered at any one time. All food must be distributed to guests within 90 days after the Agency receives it. BRAFB requires the Agency to follow "First In, First Out" distribution process.

4. Food Acquisition.

- (a) Ordering. The Agency will order food through AgencyExpress™, a web-based shopping tool sponsored by Techbridge® in partnership with Feeding America™. **Orders must be submitted at least 2 business days prior to scheduled pick-up or delivery dates.**

Shelf-Stable Products

An order for shelf-stable products can be placed in Agency Express a maximum of 8 business days in advance of a scheduled pickup or delivery, and no less than 2 business days prior to a scheduled pick up or delivery.

Fresh Produce and Perishables

An order can be placed a maximum of 4 business days in advance, and no less than 2 business days before a scheduled pickup or delivery.

For produce needs identified less than two business days prior to a pickup or delivery, please reach out directly to your branch assistant to determine if the product can be added to your order. Reminder, orders must be placed at least one business day prior to appointments.

(b) Transportation. The Agency will pick up food from BRAFB facilities and/or other sources at times and locations agreed upon by the Agency and BRAFB. The Agency must alert BRAFB when there are changes to staff responsible for acquiring food. All food must be transported safely, with tarp covering for open-bed transport and maintained at a temperature in accordance with applicable food safety guidelines. BRAFB has freezer blankets available upon request to support safe transport of perishable items. BRAFB reserves the right to deny loading if an agency fails to comply with safe transport requirements (covers and temperature control). Depending on staff capacity, delivery of food from BRAFB may be available.

(c) Invoices. The Agency will maintain copies of all BRAFB invoices for the current fiscal year. BRAFB will maintain Agency records for 3 years.

(d) As Is Condition. The Agency will accept all food in “as is” condition. If your agency repeatedly receives sub-par quality food from BRAFB or Partner Pickup retail locations, please communicate with the Branch Manager about quality issues as soon as possible.

(e) Minimum Activity. The Agency will acquire food directly from BRAFB warehouses at least once every 90 days and serve guests at least once per month. A BRAFB Partner Engagement Manager and Branch Manager must be notified if the Agency is aware that it will not be ordering food from BRAFB over an extended period. _____ **(please initial here)**

5. Recordkeeping and Reporting.

(a) Types of Data. The Agency will comply with the policies, procedures, and recordkeeping requirements of the Blue Ridge Area Food Bank.

- (b) Reporting. The Agency is required to report the following information to BRAFB:
- (i) Partner Pick-Up: Partner Pick-Up data is reported online through Meal Connect, as specified in the Partner Pick-Up Handbook and Agreement. The Agency is responsible for accurately reporting this information to BRAFB on MealConnect.org within 7 days, or by the end of the same month of each scheduled pickup, whichever occurs first.
 - (ii) Guest Reporting: The use of Link2Feed web application will satisfy all guest level monthly reports for pantry and TEFAP. The Agency agrees to ask all questions on the intake form. If a guest does not want to answer a specific question, pantry volunteers can mark that question as undisclosed. See TEFAP Link2Feed Agreement for more details on Link2Feed related TEFAP requirements. The Agency should notify the Branch Assistant by the 5th of the following month if no guests are served that month. The Agency agrees to have paper intake forms available in the event of power disruption and/or loss of internet connection. Information recorded on paper will be entered into the Link2Feed web application when power and/or internet connection is restored.
 - (iii) Monthly USDA Inventory Reports (For Agencies participating in the USDA's Emergency Assistance Program (TEFAP): Agencies distributing TEFAP will need to submit a paper commodities report to a Partner Engagement Manager and/or Branch Assistant **monthly** no later than by the 5th of the following month.
- (c) Record Retention: All records must be retained for the current year plus 3 previous years, or if they are related to unresolved claims action, audits, or investigations, until those activities have been resolved. Copies must be available to BRAFB upon request. If distributing TEFAP commodities, then monthly inventory distributed is required to remain on file for the current year. BRAFB will retain Agency records for 3 years.
- (d) Guest Data Privacy, Security, and Confidentiality: The Agency acknowledges that its access to and use of SDI forms or Link2Feed to register guests for food service will involve exposure to confidential household and personal information, including but not limited to the personal identifying information of individual guests and households who have received charitable food services from BRAFB partner agencies across the BRAFB service area. The agency agrees to the following terms regarding the use and protection of this data:
- (i) Non-Disclosure: the agency will not, without the explicit written permission of the respective guests, share, disclose, or otherwise

transmit any guest/household data to any other guest or household, outside organization, agency, nonprofit, business, or other entity or individual outside of volunteers or employees providing service to the guest or household. **This restriction does not apply to the sharing of de-identified data, provided such data has been aggregated, anonymized, or otherwise stripped of all individual personal identifiers such that it is not reasonably traceable to any specific guest or household.** _____ (please initial here)

(ii) Security and Confidentiality: the Agency shall take all reasonable and necessary measures to ensure the security, integrity, and confidentiality of the guest and household data under its control. The Agency shall restrict access to guest data solely to BRAFB-trained employees and volunteers who require Link2Feed access to perform their authorized duties in connection with providing charitable services. **Link2Feed account access must be regularly reviewed. Only active staff and volunteers may be granted Link2Feed access.** Each user must have their own account. Accounts must not be shared. If any volunteers and/or staff no longer participate in Link2Feed intake, BRAFB should be notified immediately to deactivate their accounts. _____ (please initial here)

(iii) The agency will take all reasonable measures to ensure that household and guest data is protected and secure. Digital data, Link2Feed accounts, and hardware used to register guests should be protected by secure passwords. All physical records containing guest or household data must be secured in a locked location when not under direct supervision and shredded when no longer needed. _____ (please initial here)

(iv) Training: the agency will implement and maintain a policy to train all employees and volunteers who interact with Link2Feed or guest data on the proper procedures for protecting and maintaining the privacy and confidentiality of household and guest data. Employees and volunteers must agree to protect the individual privacy, data confidentiality, and security of all guest and household information held in Link2Feed and/or SDI forms. _____ (please initial here)

6. Membership Fee; Shipping and Handling Fees; Purchase Reimbursement.

To be a member of the BRAFB partner network in good standing, the Agency will pay an annual membership fee of \$50.00. All fees and purchase reimbursement rates are subject to change. BRAFB invoices Agencies at time of

delivery or pick-up for food acquired from Purchased inventory. Payments must be made in a timely fashion via Agency check. Failure to pay balances that are outstanding for two months will result in the suspension of accounts and the Agency will not be allowed to order on Agency Express or participate in Partner Pick-Up until the account is paid in full.

The Agency further agrees to characterize transactions with BRAFB appropriately. Donated food will be provided free to the Agency and should be referred to as “donated” in all communications with donors and the community. Terms such as “buy”, or “purchase” should be used only to describe the acquisition of food from BRAFB’s Purchased inventory or when the Agency directly buys from a grocery store. Items with ‘P’ codes on Agency Express are purchased by BRAFB and provided at a 25% discount from what BRAFB pays for those items.

7. Visits, Trainings, Meetings, and Communication.

(a) Visits - The Agency agrees to allow BRAFB staff to visit the Agency at any reasonable time, announced or unannounced.

(b) Monitoring. At least every other year (annually for TEFAP partners), BRAFB will visit the Agency for a formal monitoring visit designed to review food safety and handling, guest eligibility, recordkeeping, and other practices, as well as talk about the plans and goals of the Agency, and how the Food Bank can better support your mission. If such visits are announced, the Agency will cooperate with BRAFB in a timely fashion to schedule such visits. Agency directors, Partner Pick Up coordinators (if participating in the program) and the person responsible for reporting should plan to be present during scheduled monitoring visits.

(c) Trainings & Meetings. The Agency agrees to attend all mandatory training and other applicable training announced by BRAFB. The Agency agrees further to make reasonable efforts to attend optional meetings and networking gatherings sponsored by BRAFB.

(d) Surveys and Listening Sessions. BRAFB *periodically* collects information from Agencies to improve planning and support Agencies. Agencies agree to respond to surveys and participate in Listening Sessions.

(e) Communication. The Agency must designate at least four people from its organization to serve as BRAFB contacts, including the Agency’s chief executive or pastor, the Agency’s food program coordinator, a back-up contact person, as well as the individual(s) responsible for finances and record-keeping. For each

contact person, the Agency will provide BRAFB with a current telephone number, mailing address, and email address. The Agency must notify BRAFB 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. This information is important to keep BRAFB's Food Finder tool up to date for individuals who may be seeking assistance.

(f) Signage. The Agency agrees to display the "Proud to Partner with the Blue Ridge Area Food Bank" sign in an area visible to the public at your agency. USDA sites (TEFAP/CSFP) will displayed required signage, such as the "And Justice for All" poster, civil rights complaints forms, and the written beneficiary notice.

8. Partner Agency Release.

(a). Release and Hold Harmless. By signing below, the Agency acknowledges that the original donor, BRAFB, and Feeding America offer no express warranties in relation to the Donated Product. The Agency will release the original donor, BRAFB, and Feeding America from any liabilities resulting from Donated Product. In addition, the Agency will hold harmless and indemnify the original donor, BRAFB, and Feeding America from any claims or obligations arising from Donated Product, Agency conduct, or conditions or activities at the Agency's locations.

(b). No Warranties. The Agency agrees to accept all food and other items in "as is" condition. The Agency acknowledges that BRAFB offers no warranty of any kind, express or otherwise, in relation to any food or other items the Agency receives or acquires by virtue of the Agency's membership in BRAFB.

9. Further Cooperation and Publicity.

The Agency will comply with all additional regulations, stipulations, and/or donor requirements that may arise during the term of this contract, provided that the requests are reasonable. The Agency agrees that BRAFB may publicize its partnership with the Agency, list the Agency's address, contact information, and distribution hours on the Food Bank website and in other publications, and otherwise share information with the public relating to the Agency's food distribution efforts. Exception to publicity would include sites, such as shelters, for which publication of location could jeopardize the safety of guests. The Agency agrees to include in its publications, website (if applicable) and posting on-site (provided by BRAFB) a statement that the Agency is a partner of and acquires food from BRAFB.

9. Nondiscrimination.

The Agency will not engage in discrimination, in the provision of services, against any person because of race, color, citizenship, religion, 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. _____ (please initial here)

10. Compliance.

The Agency is expected to maintain compliance to help ensure food safety, equitable access to nutritious food, and accountability across the BRAFB network. Compliance ensures that all partners operate safely, equitably, and consistently. Compliance expectations include:

- (a) Renewing annual agreement on time each year within 60 days of receiving
- (b) Completing/attending all mandatory trainings, such as Food Safety Training and Civil Rights Training
- (c) Entering Link2Feed and Partner Pickup data (if applicable) promptly.
- (d) Communicating proactively with the Partner Engagement Manager if barriers arise (emergencies, closures, illness)
- (e) Settling monthly invoices for food
- (f) Maintaining all food safety standards, including temperature measurement and logs, insect and rodent prevention, and proper maintenance of cold storage equipment

Timeline for Compliance Follow-up

Month 0: Written reminder and support

Month 1: Phone call and deadline to resolve issue

Month 2. Temporary pause in the ability to order food until compliance is restored

Month 3+: Suspension/Termination if issue is unresolved

If the Agency violates any provision of this Contract or BRAFB policy or procedure, BRAFB may suspend the Agency's access to food (through Agency Express and/or Partner Pick-Up) until such violation is remedied. **If such violation persists after reasonable notice from BRAFB, BRAFB may terminate this contract**, in which case the Agency will immediately return any food in its possession and settle all account fees. Notwithstanding the previous sentence, BRAFB may immediately terminate this contract for any violation relating to tax exempt status, food safety, and/or discrimination. _____ (please initial here)

As a partner to the Agency, BRAFB agrees to provide the following:

- (a) Procure nutritious foods—USDA and Purchased—from which agencies select for distribution.
- (b) Ensure equitable access to food—Purchased, Donated, Partner Pick-Up and USDA (if applicable)—from which agencies select for distribution.
- (c) Provide timely support to resolve questions and problems that arise around food procurement, food quality, food safety, billing and invoices, delivery, and pick-up.
- (d) Share best practice information, training, and networking opportunities.
- (e) Communicate in a timely way about issues that are relevant to BRAFB and the Agency and the network.
- (f) Provide communications in multiple forms - publication, digital and in-person.
- (g) Provide signage identifying the agency as a BRAFB partner
- (h) Provide support in building capacity—developing and implementing plans to include pass through grants for equipment when funds are available; referrals to funding opportunities; assistance for transition to guest choice and/or a healthy food pantry model; training; developing budgets and annual plans; volunteer recruitment and retention; succession planning; developing community resource materials and referrals; etc.

Term.

The term of this Contract is twelve months from the Contract Effective Date stated above, at which time this Contract will automatically terminate. Additionally, either the Agency or BRAFB may terminate this Contract at any time by giving the other 30 days' written notice.

Authorized Agency Representative:

Blue Ridge Area Food Bank, Inc.:

Signature

Signature

Print Name and Title

Print Name and Title

Date

January 1, 2026
Date

Alternate Agency Contacts

Name, Title

Name, Title

Name, Title

Sample Contract