



1221 Kingbird Road  
Lincoln, NE 68521  
Phone: 402-466-8170  
Web: [lincolnfoodbank.org](http://lincolnfoodbank.org)

## 2023/2024 Partnership Terms and Conditions Agreement

**Network Partner Name:**

**Mailing Address:**

**Distribution Address:**

This document is an agreement between \_\_\_\_\_ referred to as “partner” and Food Bank of Lincoln referred to as “FBL”.

The Terms and Conditions of network partnership govern a partner’s membership in the Food Bank network January 1, 2023- December 31, 2024. The partner must be willing and able to adhere to the Terms and Conditions in order to become a partner and to maintain membership. The Terms and Conditions are designed to protect the interest of those who donate to our network and to ensure the integrity of the emergency food distribution network.

By agreeing to this partnership, your agency agrees to partner with us in our mission, vision, and values:

### **Mission, Vision, Values**

**Mission:**

To alleviate hunger in Southeast Nebraska.

**Vision:**

Nourishing our communities to end hunger.

**Values:**

*Compassion*

We aspire to be empathetic, to empower one another, show authentic kindness and prioritize dignity.

*Collaboration*

We aspire to be collaborative with each other, neighbors we serve, partners and the community at large. We seek win-win-win solutions.

*Responsibility*

We aspire to be completely accountable to our community, neighbors, donors, volunteers, staff and Board to do our best to alleviate hunger in Southeast Nebraska.

*Education*

We aspire to educate our community, stakeholders and ourselves about issues that create hunger and about programs that alleviate hunger. We will seek new solutions.

*Diversity*

We aspire to embrace all races, genders, including gender identity and expressions, religions, sexual orientations, economic levels, ages, physical abilities, job statuses and marital statuses in everything we do.

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## Eligible Agencies

To receive food through the Food Bank of Lincoln, (the agency) agrees to and will comply with the following criteria:

1. Said organization complies with the IRS eligibility requirements for receipt, transfer, and use of donated food under section 170 (e)(3).
2. Said organization hereby represents that it is a 501(c)(3) tax exempt agency or organization. The organization also certifies that it has not been turned down for 501(c)(3) status in the past. If the organization is a Church, they need to submit their Church/Religious Organization Self Certification form.
3. Churches agree to make reasonable efforts to serve beyond their congregation and serve the community at large.
4. Agencies serve underserved or underprivileged populations at no cost, free of charge.
5. Agencies cannot request monetary donations from recipient of the food resource to cover the cost of meals or pantry boxes. If there is a place for free will offerings, it should be apart from the food distribution area and clearly state that donations are voluntary.
6. Agencies cannot require clients to perform chores or attend church or classes in exchange for Food Bank products.
7. Agencies must have served their community for at least one year.
8. Agencies must have a board of directors and at least one paid staff.

## Discrimination

1. Agencies agree they will not engage in discrimination and/or civil rights violations, in the provision of service, against any person because of race, color, national origin, immigration status, religion, sex, ancestry, age, marital status, disability, sexual orientation, gender identity, gender expression, unfavorable discharge from the military, status as a protected veteran, reprisal or retaliation for prior civil rights activity, criminal history or incarceration status.
2. Agencies must treat clients, volunteers and all parties involved in food distribution(s) with respect. If the Food Bank becomes aware of any mistreatment, the Network Capacity Manager will follow up with the agency. If the reported mistreatment has merit, Food Bank representatives will meet with representatives of the organization to discuss.
  - a. The Food Bank and member agency will agree to an action plan for improving the situation.
  - b. Continuous reports of mistreatment may result in termination of the member agency.

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## Agencies will...

1. Abide by the policies, procedures, and record keeping requirements of the Food Bank of Lincoln. Failure to do so may result in suspension.
2. Agree that all items are accepted "as is" condition.
3. Agree to pay handling fees assessed. Such fee shall be determined by the total weight of the donated product and not by the value of any property received (14 cents or less per lb.; some items have no handling fee).
4. Agree to not barter, sell, or trade Food Bank products or use them for fundraisers, or use them to feed staff or volunteers. Staff and volunteers may access product as a client of the agency.
5. Pantries agree to serve households at least once a month (preferably more)
6. Notify the Food Bank of any new services that will require Food Bank products. Approval is required prior to receiving product for that program.

7. Agree to allow the Food Bank SNAP team to conduct outreach or provide information to your clients at your organization.
8. To retain active membership status, agencies in Lincoln will distribute at least **2,000** pounds of Food Bank product per year.
9. Rural agencies orders must be at least **500** pounds for the Food Bank to deliver the order.

### **Food Safety and distribution**

1. **Identification, proof of income, intakes, paperwork, and other verifications cannot be required of the client to receive Food Bank product.** Any paperwork an agency uses needs to be optional and that shall be communicated to each guest utilizing Food Bank products. USDA TEFAP form is the only exception to this but proof on income cannot be required as part of the TEFAP process.
2. The agency agrees to follow the safe and proper handling of the donated goods, which conforms to all local, state, and Federal regulations. Meal provider agencies must have a Food Handlers Permit. All other agencies must have completed the Food Bank safety training on a bi-annual basis.
3. Partner agencies that pick up at retail sites will record and document the temperature of freezer/refrigerator product(s) when picking up product and again at drop-off of product.
4. Agency must adhere to additional donor stipulations.
5. Said organization hereby releases the original donor, the Food Bank of Lincoln, Inc., and Feeding America from liabilities resulting from the donated goods.
6. Food Bank of Lincoln and Feeding America are held harmless from any claims or obligations regarding the Agency or the donated goods; and being responsible for any claims or obligations regarding the Agency or donated goods and free from any warranties in relation to the goods.
7. Said organization hereby represents that all products received by the Food Bank will:
  - a. Not be transferred by it in exchange for money, property, or services (except as expressly permitted by the Internal Revenue Service).
  - b. Be used only in a manner related to the tax-exempt purpose of such organization and will not be used by said organization in connection with any activity which would give rise to unrelated trade or business income.
  - c. Be stored properly and used as soon as possible.
  - d. Not be used for fundraisers.
  - e. Such organization has the capacity to receive, store and distribute food safely and efficiently according to Food Bank standards.
  - f. Agency will take food in an amount that can be distributed or consumed within a period of 60 days. USDA agencies must not exceed a three (3) month supply of any USDA food group.

### **Food storage and handling**

1. Storage areas must be clean, dry, and pest-free (proof of pest control).
2. Storage areas must be locked or supervised as necessary to prevent theft or loss.
3. Foods must be at least 6" off floor on pallets, platforms, or shelves; and 4" away from the walls.
4. Non-food items (bleach, cleaning supplies, insecticides, personal care items) must be stored away from food items. Recommended distance is between 4 to 6 feet.
5. Agency must have thermometers in refrigerators ( $\leq 40$  degrees) and freezers ( $\leq 0$  degrees).
6. Agency must keep a daily temperature log if not open daily then record during open hours.
7. Agency must rotate inventory and check for expiration date (First in - First out).
8. Pallets & gaylords returned to the Food Bank must always be stored inside.

### Appointments for pickup or delivery of orders

1. Appointments are Monday through Friday, in fifteen-minute blocks from 8:30 am to 11:45 am and 1:15 pm to 3:45 pm.
2. Your agency is responsible for loading or unloading your order. If picking up, bring your own personnel and a vehicle(s) large enough to haul the order. For safety purposes, have personnel wait outside the distribution center.
3. Please contact the Food Bank as soon as possible if you need to change your appointment time.

### Placing orders

1. Agencies must have Internet access to submit their orders. When approved for membership, login account information will be given to the authorized shopper(s).
2. Your order must be at the Food Bank at least **3 full Food Bank working /operating days** before your scheduled appointment. (Weekends and holidays are not counted in lead time.)

#### If your pickup/delivery is:

- a. Monday
- b. Tuesday
- c. Wednesday
- d. Thursday
- e. Friday

#### Your order is due at The Food Bank on:

- Wednesday before 10 am of the previous week
- Thursday before 10 am of the previous week
- Friday before 10 am
- Monday before 10 am
- Tuesday before 10 am

3. Agency must notify the Food Bank of any irregularity with their order within the next **five (5) business** days of receiving it.

### Closings

The Food Bank is closed for regular holidays and may occasionally close for severe weather. In either event, information regarding closures will be on the Food Bank's answering machine by 7:30 a.m. (call 402-466-8170) as well as our Facebook page.

### Billing and Payment

1. Monthly statements are sent to agencies at the beginning of each month for products received during the previous month. Your bill is payable within 30 days of the statement date.
2. Payment must be in the form of an agency check. We do not accept cash or personal checks.
3. New agency programs will be set up with a \$400.00 credit limit. If necessary, the amount can be adjusted after the first six months of Food Bank membership.
4. Agencies must report to the Food Bank within five (5) business days if there are any discrepancies with their order. Failure to do so may result in full payment being due of the standing original invoice.
5. If an agency exceeds its credit limit or if a portion of the balance becomes delinquent by more than 60 days, the agency may be put on probation and become unable to access products at the Food Bank of Lincoln. The notification will be made by certified mail.
  - a. Within 30 days of notification, agency will submit a written plan of action
  - b. Food Bank will respond to plan of action in writing
  - c. The Network Capacity Manager will contact you to work out a payment plan. If a satisfactory payment plan is not agreed upon, further actions may be taken.

### Record keeping

1. Member agencies must maintain a file of all invoices from the Food Bank for at least one year.

2. **Food pantries** must track number of households served monthly and send to the Food Bank of Lincoln via Agency Express (by the 10<sup>th</sup> of the month).
3. **Meal providers (soup kitchens, shelters, and group homes)** must track menus and number of clients and meals served and send to the Food Bank via Agency Express (by the 10<sup>th</sup> of the month).
4. Agencies agree to make their books and records, including but not limited to those which track the receipt and distribution of products obtained from the Food Bank of Lincoln and financial record keeping books available to the Food Bank of Lincoln and Internal Revenue Service, with or without notice. Agency agrees to maintain these records for at least three years.
5. Agencies agree to participate in Food Bank specific requests such as monthly data tracking, Hunger in America Studies, etc.

**Site visits**

Feeding America requires the Food Bank to do a site visit every two years for each program. The Network Capacity Manager will contact agency partner representatives in advance to set up an appointment. The following areas may be covered in the visit:

1. Show evidence of record-keeping required as described above.
2. Provide access to non-confidential client information (demographic purposes).
3. Demonstrate that food storage and preparation areas are of adequate size, clean, secure, and that food is managed safely and responsibly.
4. Offer feedback on Food Bank services.
5. Food Bank staff reserves the right to drop in on agencies occasionally to ensure compliance with all food safety regulations.

**Please complete the following...**

\* \_\_\_\_\_  
**Partner Agency Contact -Signature\*** \_\_\_\_\_  
Date

Name of Partner Agency Contact (print): \_\_\_\_\_

\_\_\_\_\_ \_\_\_\_\_  
**Food Bank of Lincoln Signature** **Date**

**For questions or feedback, contact the Food Bank of Lincoln:**  
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 sylvie@lincolnfoodbank.org