



313 Peterson Drive • PO Box 821 • Elizabethtown KY 42701 • 270-769-6997 • www.feedingamericaky.org

Application for Partnership

Application Process:

Date:

1. The Partner Agency leadership must sign the enclosed application and other documents.
2. Please include a photocopy of your IRS/US Dept. of Treasury Letter of Determination that states your 501(c)3 tax exempt status or Church Qualifier form with supporting documentation.
3. Once the application is complete, a site visit by one of the FAKH staff to your agency will be arranged. No partnership can be finalized until a site visit is complete.
4. After the visit, if membership is granted, the agency leadership and supporting staff will be given appropriate training with a FAKH staff member. If additional training is needed, FAKH will schedule with Partner Agency leadership.

SECTION 1: General Information

Agency Name: _____ Phone: _____

Agency Address: _____

Mailing Address (if different): _____

Parent and/or Affiliated Organizations: _____

Contact Person(s)

- | | | |
|----------|--------------|--------------|
| 1. _____ | Phone: _____ | Email: _____ |
| 2. _____ | Phone: _____ | Email: _____ |
| 3. _____ | Phone: _____ | Email: _____ |
| 4. _____ | Phone: _____ | Email: _____ |
| 5. _____ | Phone: _____ | Email: _____ |

Do you have federal tax exempt status under 501(c)3? Yes _____ No _____

(attach a copy of your IRS determination letter or church qualifier form)

Describe your general program in the space below (or attach agency brochure):



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What are your funding sources?

When did you begin providing services?

SECTION 2: Program Information
(A) Food Pantry

1. HOURS: What days/hours are you open to help people?

Monday	Tuesday
Wednesday	Thursday
Friday	Saturday
Sunday	

2. Approximately how many families/households per month are you now serving?

3. What products do you provide or plan to provide (check all applicable):

- | | |
|--|--|
| <input type="checkbox"/> canned goods | <input type="checkbox"/> dry goods (rice, cereal, etc) |
| <input type="checkbox"/> perishables (dairy, fresh fruit, etc) | <input type="checkbox"/> meats (fresh/frozen) |
| <input type="checkbox"/> frozen foods | <input type="checkbox"/> non-food groceries (when available) |

4. What area or population do you serve?

5. Do you have a refrigerator? _____ freezer? _____

6. Do you accept walk-ins? _____ referrals? _____

From which sources: _____

7. What proof of need do you ask for - if any ? Why?

8. Do you (or do you plan to) keep records for the people you help? What will the record include?

(B) Residential Programs

1. How many individuals are in your programs? _____ Ages: _____

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2. Which meals do you serve?

_____ breakfast _____ lunch _____ dinner _____ snacks

3. What days do you serve meals?

Monday _____ Tuesday _____
Wednesday _____ Thursday _____
Friday _____ Saturday _____
Sunday _____

4. Do you have a room/board or program fee? _____ If yes, how much? _____

5. Are you licensed? _____ If yes, by whom? _____

Lic# _____

6. What percentage of your clients are low-income? _____

(C) Feeding Programs

1. How many individuals served per meal? _____ What ages: _____

2. Which meals do you serve?

_____ breakfast _____ lunch _____ dinner _____ snacks

3. What percentage of your guests are low-income? _____

4. Do you have a health certificate from the local Board of Health, licensing you to serve public meals? _____ Certificate #: _____

5. Do you have a refrigerator? _____ freezer? _____

6. What percentage of your food is donated (including food bank)? _____

Purchased? _____

Food Receipt and Inspection

The undersigned, authorized agent of _____ hereby assures Feeding America, Kentucky's Heartland that all products received from FAKH will be inspected in a timely and proper manner upon delivery to said organization. If product is unfit for human consumption, said organization shall notify FAKH immediately for corrective action.

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It is further agreed between said non-profit 501(c)3 organization, (hereafter referred to as Organization) and FAKH that:

1. All product is received "as is."
2. FAKH and the original donor expressly disclaim any warranties of marketability or fitness for any particular use.
3. There are not, nor are there at any time, any express warranties in relation to donations of product.
4. Said organization releases both the original donor and FAKH from any liability resulting from the use of FAKH product.
5. Said organization agrees to indemnify and hold the original donor, Feeding America and Feeding America, Kentucky's Heartland free from any and all liabilities, damages, losses, claims, and causes of action and suits of law or in equity or any obligation whatsoever arising out of or attributed to any action of said organization or any personnel employed by said organization in connection with its storage and use of donated product.
6. If any product acquired from FAKH is found to be used unlawfully or for any type of profit making endeavor, said organization will be immediately and unconditionally removed from their membership for an indefinite period of time. Further, FAKH is required to notify proper authorities in the event of unlawful use of donated product.

I have read and understood the above rules and regulations as well as the penalties for violations of such. I state that I am an authorized agent of the aforementioned non-profit 501(c)3 organization and state that said organization and its agents, employees and volunteers will comply with FAKH policies concerning donated product.

Sign here: _____

Partner Agency Agreement

All FAKH Partner Agencies must be federally exempt 501(c)3 organizations, wholly owned by a 501(c)3, 501(c)3 equivalent (churches), or have an established 501(c)3 separate fund.

All personnel of the Partner Agency who will come in contact with FAKH products must be made aware of the following guidelines:

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Partner Agency Agreement

1. Agencies (or individuals/families receiving product from agencies) may not sell, barter or trade FAKH product. (Section 170©3, IRS Code).
2. Agencies may not request and/or accept monetary contributions from clients seeking assistance.
3. Agencies 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 1 to 19 cents/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 and other similar costs.
4. Agencies must serve anyone who states a need for food. All income levels and other details are self-attested in Kentucky. Agencies may need to verify identification and/or residency for specific USDA programs if applicable. FAKH strongly recommends against requiring of income, tax returns, Social Security numbers, birth records, school records, any documentation that includes sensitive identifying details.
5. FAKH products must be equally available to all eligible “ill, needy or infants” without regard to race, gender, national origin, handicaps or religious preferences. Food recipients may not be required to listen to preaching or participate in prayer or profess a certain faith to receive food service, and may not be denied service or unequal treatment on the basis of their religious orientations.
6. FAKH product may not be used for fundraising purposes, either as prepared food (dinner or bake sales) or as prizes for contests.
7. Agencies may not pay or thank volunteers with donated product. Doing so is contrary to both tax and labor law.
8. Staff or volunteers in need may access FAKH products according to their needs. Emergency situations should be dealt with by designated persons within the agency, and must be handled discreetly to preserve client confidentiality.
9. Agencies may use non-food items (hand soap, toilet paper, cleaning supplies) provided by FAKH for use in agency upkeep or in support of the agency’s food distribution program. Use of these items by the agency must be controlled by designated persons within the agency, and must be documented, monitored and periodically evaluated.
10. Agencies may distribute donated product in disaster situations, where volunteer workers who may not otherwise be ill, needy or infants may consume some product.
11. A 501(c)3 agency may designate a non-501(c)3 group to act as its agent in distributing donated product obtained from FAKH. However, the 501(c)3 agency must be responsible for the product distribution activities of the designated group. Funds used to pay the shared maintenance must come from the 501C(3) agency, not the designated group. All funds received and disbursed in connection with the donated product must go through the fiscal books of the 501C(3) agency.

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Partner Agency Agreement

12. Must agree to abide by all FAKH policy guidelines and procedures for distributing donated product.
13. Agency agrees to safely and properly handle the donated goods, which conforms to all local, State and Federal regulations.
14. Agency agrees to adhere to additional donor stipulations.
15. Understands that violation of FAKH policy guidelines and procedures may result in the termination of FAKH membership.
16. Understands that either party may terminate this contract in writing at any time after payment of outstanding Shared Maintenance balance by Agency.
17. Must submit an order at least once per quarter to maintain active status with FAKH.
18. Agency agrees that it will not engage in discrimination, in the provision of service against a person because of race, color, citizenship, religion, sex, national origin, ancestry, age marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran.
19. A new member pantry must undergo a six-month probationary period with Food Bank product prior to being allowed to distribute USDA commodities (a waiver may be granted by the Executive Director or Director of Agency Services and Programs)
20. Church or organization must be in existence for two years before membership to Feeding America will be considered (organizational waivers may be granted by the Exe. Director or Director of Agency Services and Programs)
21. Agency must maintain records of FAKH partnership, clients, and overall FAKH related interactions for three years plus the current year.
22. Agencies are 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.

Account Balance Policies

Effective August 1, 2022, the following policies and standards will be put into 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.

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Account Balance Policies

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 all access.

Disciplinary Actions

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. However, FAKH, at its own discretion, reserves the right to monitor each or any Partner Agency 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. 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 Member Agency, (i.e., church functions, fundraisers, etc).
3. Distributing/issuing product to another organization (501C3 or not) without proper authority from FAKH.
4. Discrimination, mistreatment, or abuse of any form towards clients seeking assistance, volunteers, FAKH staff or volunteers or other Partner Agency's staff or volunteers

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Violations

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 Membership agreements or expectations between agency and FAKH.

Levels of Corrective Action

Verbal or Written 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.

Suspension: 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 Director of Agency Services or the Executive Director has the authority to place member agencies on probation.

The purpose of the suspension is to place the Partner Agency on notice that it must bring its program into compliance. The Director of Agency Services or Executive Director has the authority to extend the probationary period or to recommend suspension of the Member Agency. A Member Agency's probationary status terminates when the Partner Agency satisfies to the Director of Agency Services or Executive Director that the violation has been rectified.

Termination: A Partner Agency may be suspended, 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.

I have read and understand the above policies, application and other notifications.

Partner Agency Representative, Date

FAKH Leadership Representative, Date

Updated 11/23

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