



PARTNER AGENCY APPLICATION

Thank you for your interest in partnering with us to relieve hunger in South Dakota. We are a private, non-profit organization that secures and distributes donated food to more than 350 partners in all 66 counties of South Dakota.

We receive many applications for partnership every year, and cannot guarantee that every applicant will be accepted. We do understand that every organization is different and the application process may raise questions that you are unable to answer. Please fill out the application as completely as possible so that we are able to make the best decision. If you have questions, please contact Agency Relations for assistance. We are happy to answer any questions you may have.

Eliminating hunger is a community effort, and our goal is to help you reach as many food insecure individuals as possible. The information in this packet provides a starting point for your efforts to join our cause. We look forward to learning more about the work you are doing in your community and appreciate the opportunity to help you accomplish your goals while we work together to end hunger in South Dakota.

Sincerely,

Diane Briest
Agency Relations Coordinator
diane@feedingsouthdakota.org
(605) 335-0364, ext. 155

Sioux Falls Location
4701 N Westport Avenue
Sioux Falls, SD
57107-0123
tel: 605.335.0364
fax: 605.335.6617

Rapid City Location
1111 N Creek Drive
Rapid City, SD
57703-2219
tel: 605.348.2689
fax: 605.348.1919

Pierre Location
20562 Grace Avenue
Pierre, SD
57501-5660
tel: 605.494.3663
fax: 605.494.3665



GUIDELINES FOR FEEDING SOUTH DAKOTA MEMBER AGENCIES

The following items are the criteria for being an Agency Partner of Feeding South Dakota. If you have any questions about any of the items, please contact us.

- Agencies must be a 501(c)3 nonprofit organization and provide food to individuals who are needy, ill, or children at no cost. If the program does not have this status, speak with Feeding South Dakota staff for information on other options.
- At least 50% of individuals served must be low income.
- Agencies may not use product from Feeding South Dakota for personal feeding of agency staff or volunteers and product may not be distributed to anyone except clients of programs listed in the agency's application.
- All Feeding South Dakota products will be accepted "as is" and any specifications attached by a specific donor must be observed.
- Agencies may not sell, transfer, barter, charge a handling fee, ask for donations, or use any product for fundraising or special events.
- Food pantries are highly encouraged to provide a client choice pantry.
- Pantries must provide paperwork to demonstrate that they are reaching beyond their own entity (congregation, etc.) through pantry tracking forms, meal sign-ins, flyers or other outreach materials.
- Agencies must operate regularly scheduled hours and be open at least twice a month.
- One staff member or volunteer from each agency must complete food safety training.
- To retain active membership status, agencies must distribute 2,000 pounds per year (urban) and 1,000 pounds per year (rural).
- Programs or product storage may not be located in any personal residence.
- Payment of bills must be in the form of an agency check and accounts must be paid in a timely manner as per Feeding South Dakota regulations.
- Agencies must agree to distribute educational and referral sheets provided by Feeding South Dakota.
- Mobile food pantries or mass distribution agencies agree to periodic monitoring when delivering a drop or distribution to clients.
- Agencies agree to periodic monitoring visits by Feeding South Dakota staff.
- Agencies distributing federal commodities (TEFAP, CSFP) may not be suspended or debarred from doing business with the federal government.

AGENCY PARTNERSHIP APPLICATION

Agency Contacts:

Agency Name: _____

Program Name if different from agency name: _____

Counties Served: _____

Physical address: _____

Mailing address: _____

Director/Title: _____

Phone: _____

Agency contact: _____

Phone: _____

Agency Information:

Do you have 501(c)(3) status? Yes _____ No _____ Tax-exempt # _____

Section 501(c)(3) or the Internal Revenue Service Code requires that organizations receiving donated food products must be incorporated as, or affiliated with, a certified charitable organization. We are required to have proof of your charitable tax-exempt status in our records. As part of the application process, you will need to provide us documentation as follows:

- *A copy of your 501(c)(3) IRS Letter of Determination;*
- *If using a sponsorship/umbrella arrangement, we would need the above Letter of Determination from that sponsor;*
- *Completion of the Agency Sponsorship/Church Qualifier form.*

What services do you provide: _____

What type of facility do you operate from: _____

Who do you serve? (Age/community/etc.): _____

How long have you been in operation? _____

Approximately, how many unduplicated clients do you serve monthly?

Individuals: _____

Families: _____

What percentage of your clients are:

Low income: _____ Disabled: _____ Crisis situation: _____ Infants/children: _____ Other: _____

Do your clients pay for the services you offer? Yes _____ No _____

If applicable, explain what fees cover, describe sliding scale, etc. _____

Where do you currently get your food? _____

How is your agency funded? _____

Program Information:

Type of program: Food Pantry _____ Soup Kitchen or Meal Site _____ Youth _____ Other _____

If existing, how long have you been in operation? _____

Food may not be stored or distributed from personal residence. You must have clean, organized, and ventilated storage that allows for food to be 6" above the floor, no furnace/water heater/exposed plumbing pipes in the storage area, and the area must not be accessible to the public when not in use. If you use refrigerators or freezers, each unit must have a thermometer and temperature log.

Describe the following types of storage space you have:

Freezer space: _____ Refrigerator space: _____

Dry storage (cupboards, pantry, etc.): _____

Food Pantry: Are you a client-choice pantry? _____

Is anyone in your agency certified in food safety? _____ *Partner agencies are required to have at least one agency member who is food safety-certified. Feeding South Dakota will provide a food safety certification training for agencies in need. Food safety certification must be completed prior to the site visit.*

Authorized Signature:

By signing below, you are agreeing to adhere to the policies and guidelines set forth by Feeding South Dakota.

Name:	Signature:
Title:	Date:

Document Checklist:

	Agency Partnership Application
	501(c)(3) IRS Letter of Determination
	501(c)(3) Sponsor or Church Qualifier
	Agency Partnership Agreement
	Food Safety Certification



AGENCY SPONSORSHIP AGREEMENT

If a Feeding South Dakota partner agency does not have its own 501(c)3 status and is utilizing the 501(c)3 status of another organization, the partner agency and sponsor agency are required to renew this Agency Sponsorship Agreement every two years. Feeding South Dakota may ask for an updated Agency Sponsorship Agreement at any time. The Sponsor Agency understands their responsibility according to the guidelines of use of a Non-501(c)3 as distributing organization and agrees to pay the Fair Share Contribution to Feeding South Dakota from an account under their ownership. This is an IRS regulation. Parties agree to notify Feeding South Dakota immediately of termination of this agreement by either party.

The sponsor agency agrees that it is incorporated as a 501(c)3 nonprofit corporation or is considered a "church" as defined by the IRS and meets of the criteria below for each type of eligible organization:

501(c)3: Sponsor Agency agrees to submit the current 501(c)3 determination letter from the IRS verifying its non-profit corporate status and verifying that is *not* a private foundation.

Church Qualifier: See reverse.

SPONSOR AGENCY:

Agency Name: _____

Address: _____

Signature and Title: _____

Date: _____

FEEDING SOUTH DAKOTA PARTNER AGENCY:

Agency Name: _____

Address: _____

Signature and Title: _____

Date: _____



CHURCH QUALIFIER

The Internal Revenue Service uses fourteen characteristics to determine whether an organization qualifies as a church. In accordance with this provision, Feeding South Dakota has established a policy which requires that an organization which functions as an independent unincorporated church must certify that at least **nine** of these characteristics are evidenced by their program. The characteristics are as follows:

Please check the following characteristics that apply to your church:

1. A distinct legal existence.
2. A recognized creed and form of worship.
3. A definite and distinct ecclesiastical government.
4. A formal code of doctrine and discipline.
5. A membership not associated with any other church or denomination.
6. A distinct religious history.
7. A complete organization of ordained ministers ministering to their congregations.
8. Ordained ministers elected after completing prescribed courses of study.
9. A literature of its own.
10. Established places of worship.
11. Regular congregations.
12. Regular religious services
13. Sunday schools for religious instruction of the young
14. Schools for the preparation of its ministers.

As a duly authorized officer, I certify that this organization meets the requirements indicated for identification as a church.

Church Name: _____

Address: _____

Signature and Title: _____

Date: _____



AGENCY PARTNERSHIP AGREEMENT

Agency #: _____

Agency Name: _____

Program Name if Different: _____

Physical Address: _____ City/State: _____ Zip: _____

Billing Address: _____ City/State: _____ Zip: _____

Telephone: _____ Fax: _____ Email: _____

Primary Contact: _____ Title: _____

Program Type: _____ DUNS#: (TEFAP and CSFP Only) _____

In consideration of receiving food, products, or services from **Feeding South Dakota (FSD)**, the above-named Agency hereby agrees to comply with the following terms:

1. The **Agency** is tax exempt under Section 501(c)(3) of the Internal Revenue code.
2. The **Agency** will not sell, charge a handling fee, transfer, barter, offer for sale, use for fundraising or special events any of the **FSD** product.
3. The **Agency** may not distribute donated product outside the borders of the United States.
4. The **Agency** must be serving individuals who are needy, ill, or infants. The **Agency** must be able to show that they are committed to serving South Dakota's food insecure population, with at least 50% of their individuals served qualifying at or below 185% of the national poverty level (Reduced lunch/TEFAP guidelines).
5. The **Agency** agrees to inspect all products as soon after receipt as is practical to ensure that it has remained wholesome and to notify **FSD** of any product deemed unfit.
6. The **Agency** must have adequate refrigeration and storage space to ensure the wholesomeness of the food until used or distributed and shall store food accordingly, and agrees to safely and properly handle the donated goods, which conforms to all Local, State and Federal regulations.
7. The **Agency** agrees to adhere to additional donor stipulations.
8. The **Agency** agrees to support the operation of **FSD** with the suggested Fair Share Contribution up to, but not more than 18 cents per pound of product received, and shall agree to pay its Fair Share Contribution when due. Failure to do so could lead to a suspension of the **Agency** from **FSD** privileges.

9. The **Agency** agrees to periodic monitoring visits for compliance and food handling safety certification. Additionally, the **Agency** will maintain a file of all **FSD** invoices for three years from the date of receipt.
10. If necessary, **FSD** may review the **Agency's** policies, records, and operations as they directly relate to products received and distributed from **FSD**.
11. The **Agency** agrees to notify **FSD** of any changes in mailing address, email address, phone number or of personnel authorized to do business with **FSD**. Notification is also required if for any reason the **Agency** can no longer remain in compliance with the terms of this agreement.
12. The **Agency** agrees to abide by all existing policies and procedures implemented by **FSD** and as they may be amended from time to time.
13. 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 including gender identity, unfavorable discharge from the military or status as a protected veteran.

RELEASE BY RECIPIENT AGENCY

The above-named **Agency** hereby releases the original donor, **Feeding South Dakota**, and **Feeding America** from any and all liabilities resulting from or relating to food and non-food items received by the **Agency** and agrees to hold the original donor and **Feeding South Dakota** harmless from any claims or obligations (including attorneys fees and costs) arising from or related to the donated items. The **Agency** acknowledges that neither the original donor nor **Feeding South Dakota** has made any warranties, express or implied, concerning or relating to the donated items and that the **Agency** has received the donated items **"As Is"** and **"With All Faults"**.

Provisions specific to the receipt and distribution of USDA Foods offered through The Emergency Food Assistance Program (TEFAP):

1. The **Agency** will not deny access to USDA Foods on the basis of race, color, national origin, age, sex or disability;
2. The **Agency** agrees to operate TEFAP in accordance with the requirements of Federal regulations (7 CFR Part 251 and, as applicable, 7 CFR Part 250); and
3. Agency has not been suspended or debarred from doing business with the federal government; and
4. This agreement may be terminated by either party upon 30 days written notice.

This institution is an equal opportunity provider.

Agency Representative

Title

Date

Feeding South Dakota

Title

Date