

Second Harvest Heartland Agency Partnership Agreement

This Partnership Agreement is between Second Harvest Heartland (SHH) and the Partner Agency/Partner Programs stated below:

Partner Agency Number:

Agency Name:

Agency Address:

Agency Contact:

Agency Contact Email Address:

Applicable Partner Programs:

Program Number	Program Name	Program Type

If any of the information above is not accurate, please contact SHH Agency Relations at aras@2harvest.org or 651-209-7990.

Partnership Agreement Statements

This Partnership Agreement states the criteria to which both Partner Agencies (and all applicable programs) and SHH will comply. This Agreement is valid from November 1, 2018 to October 31, 2020.

Please note the following definitions in this Agreement:

Partner Agency – The 501c3 organization **fiscally, legally & programmatically responsible** for the food program(s).

Partner Program – Each specific food program owned and/or administered by the Partner Agency that is partnered with SHH.

A Partner Agency may have more than one Partner Program but a Partner Program will only have one Partner Agency.

Section [170\(e\)\(3\)](#) of the Internal Revenue Code Requirements:

SHH requires Partner Agencies to follow the IRS 170(e)(3) requirements for all product. Corporations donating food/product into the Emergency Food System can receive an enhanced tax deduction as long as their charitable contribution is guaranteed to meet the following criteria:

- Product is distributed by a 501c3 organization
- Product is used “solely for the care of the ill, the needy, or infants”
- Product is not transferred in exchange for money, other property or services

Partner Agency Commitments:

Will have and maintain 501c3 status with the Internal Revenue Service or meet the criteria of a religious organization as defined by the IRS and be incorporated for the purpose of serving the ill, the needy, or infants. Evidence of status will be provided to SHH. Partner Agency

Second Harvest Heartland Commitments:

Will have and maintain 501c3 status with the Internal Revenue Service.

Will have and maintain membership with [Feeding America](#) as a way to access additional food/product for Partner Agencies.

is not a private foundation or a municipality.

Will not sell, transfer, barter, or offer for sale the food/product supplied by SHH in exchange for money, property, or services. Partner Agency will not knowingly allow food/product received from SHH to enter the commercial marketplace or be used as gifts or prizes in events or fundraisers. Client cannot be expected or solicited for donations of time, money, or services in exchange for food/products that are provided by or through the relationship of SHH.

Food/Products obtained from SHH, including any food/products obtained through SHH-administered [Food Rescue](#) relationships, can only be distributed directly to Partner Agency clients, through the Partner Program. Volunteers/staff who qualify as clients can also receive food/products, with a policy for that type of service recommended. However, no preferential treatment may be given for volunteers, staff or donors who also qualify as clients.

Food/Products obtained from SHH will only be distributed to clients of approved Partner Programs under that Partner Agency and will only be stored, prepared, or distributed/served at locations authorized by a site visit or other form of written approval from SHH.

Will adhere to specific donor stipulations for donated food, if applicable.

Only with prior approval from SHH is a Partner Agency allowed to redistribute food/product to another SHH Partner Agency to address instances of potential waste.

Partner Agency will ensure that the majority of a Partner Program's recipients of products from SHH are in need. Determination of need should be self-declared by the recipient.

Each Partner Agency and Program site agree to be monitored on site by a SHH representative at least once every two years. Monitoring visits (also called site visits) will be scheduled during Partner Agency and Partner Programs' stated hours of operation/availability. Partner Agencies or Programs who are unable to schedule their site visit within one-month may be considered noncompliant and placed on food/product hold by SHH until the site visit is completed.

SHH reserves the right to make unannounced visits in instances of concerns regarding compliance with this

Will source donated food/product to provide to Partner Agencies. SHH retains the right not to accept donated food/product offered for quality or demand reasons.

Will focus on increasing sourcing efforts for healthier, nutritious food for Partner Agencies.

Will make Purchased Products available for Partner Agencies to buy. Will track product requests on an ongoing basis and formally request feedback from Partner Agencies once a year to best meet their needs for Purchased Products.

Will work to distribute Food Rescue resources as equitably as possible through direct Agency-to-store pick-up as well as to Partner Agencies throughout the greater SHH service area.

Will provide a documented process for Partner Agencies to engage with Food Rescue resources through direct store pick-up.

Will provide support and consultation to Partner Agencies regarding, but not limited to:

- Strategizing ways to [reduce waste](#)
- Determining Approval for Product Redistribution
- Engaging [Food Rescue](#) resources
- Strengthening Food Rescue relationships
- Support and prep for Site Visits
- [Nutrition Education and Resources](#)

Will provide Partner Agency and Partner Programs with a reasonable timeframe (e.g., one month) to schedule a monitoring visit for their location and expectations of how to prepare for the visit.

<p>Agreement. The Partner Agency or Program agrees to allow access to their site and records for SHH staff or its designated representative during both announced and unannounced (unscheduled) visits.</p>	
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Food Safety Expectations and the [Bill Emerson Good Samaritan Act](#):

The Bill Emerson Good Samaritan Act ensures that we, as food providers to people in need, are protected from potential liability, were someone to be harmed from the products we provided, IF we are acting “in good faith”. “Good faith” means that we are being proactive in managing recalls, meeting standard food safety practices and ensuring that volunteers and staff are trained in food safety as relevant to the type of food program.

Partner Agency Commitments:

Will maintain adequate, clean, and pest-free cold and dry storage space to ensure the integrity of the food/product until it is used and/or distributed.

Will display internal thermometers in all refrigerator and freezer units, and store designated food at refrigerated temperatures of 40°F or below, and freezer temperatures of 0°F or below.

Temperatures indicated by the thermometers within the refrigerators and freezers will be logged each day the facility is open or at least once a week, whichever is more frequent.

Appropriate precautions (e.g., using freezer blankets or coolers with ice packs) for the safe transportation of refrigerated, frozen and hot food/product will be utilized by Partner Agencies and Programs transporting food/product from SHH facilities, retail donors, and between Partner Agency or Program sites, if applicable. These appropriate precautions are allowable for travel time of up to 30 minutes as long as the product remains at a safe temperature. **Partner Agencies transporting refrigerated or frozen product longer than 30 minutes must use active refrigeration methods (e.g. refrigerated vehicle).**

The temperature of refrigerated, frozen or hot food/product must be recorded at the time of pick up and arrival at the Site Partner’s location. [Temperature logs](#) for coolers, freezers and from transporting product must be kept for at least one year and available during site visits.

Will be licensed as required by appropriate state, county, and/or city authorities according to service type, as applicable. The Partner Agency is responsible for determining when licensing is required.

The Partner Agency agrees to and will comply with all federal, state and local laws and ordinances concerning the

Second Harvest Heartland Commitments:

Will maintain adequate, clean and pest-free cold and dry storage space within our facilities to ensure the integrity of the food/product until a Partner Agency accesses it.

Will display internal thermometers in all refrigerator and freezer units, and store designated food at refrigerated temperatures of 40°F or below, and freezer temperatures of 0°F or below.

Temperatures will be logged twice a day each day the facility is open. Temperature logs will be kept for at least one year.

Will be monitored at all locations for food safety on an annual basis by an outside third party as well as regular inspections from applicable public agencies and Feeding America.

Will inspect all food/product as they are received into our warehouse for quality and safety.

Will be licensed as required by appropriate state, county, and/or city authorities according to service type, as applicable. Will have a [Certified Food Manager](#) within SHH as required by appropriate state, county and/or city authorities.

Will comply with all federal, state and local laws and ordinances concerning the storage and distribution of food and other products. This includes minimum labeling requirements on food/product distributed.

Will ensure safe transport of food/product delivered to Partner Agencies.

Will provide additional information for items on the inventory list when the shelf life/best by date has been extended.

Will ensure that appropriate staff of SHH are trained in food safety on an ongoing basis. All Agency Relations staff will hold a Certified Food Manager certification with the state.

Will respond to all recalls on food/product distributed

storage, preparation, and distribution of food and other products. This includes minimum labeling requirements on food/product distributed.

Will have at least one staff or volunteer per Partner Agency or Program site complete [Food Safety training that has been approved by, or offered by SHH](#). This individual will share the required practices for Food Safety with other staff and volunteers at the Partner Agency or Program. Food safety training and practices will be reviewed at each site visit.

Will have at least two staff or volunteers identified to respond to [Recalls](#) if/when they occur and implement any instructions provided by SHH.

through SHH's warehouse within one business day.

Will provide support and consultation to Partner Agencies regarding, but not limited to:

- [Food Safety Training and information](#)
- Ongoing Food Safety refresher information
- Recall response information
- Food Dating guidelines
- Other organizations/resources that can be helpful related to food safety

Partnership Expectations:

As we work together in our [common mission to end hunger](#), we will comply with certain best practices that will ensure our effectiveness. We want to be able to count on each other as partners in this work together, so that we can continue to best serve those in need in our communities in a sustainable way.

Partner Agency Commitments:

GOVERNANCE:

Will have an active Board of Directors and will strive to abide by the standards for governance stated in [Principles and Practices for NonProfit Excellence](#) from the MN Council of Non-Profits.

PROGRAMMING:

Will not discriminate in providing food, product or services to clients on the basis of language limitations, disability, race, color, nation origin, religion, sex, age, citizenship status, marital status, sexual orientation, gender identity, familial status, receiving public assistance, and being a member of a local human rights commission. Each Partner Agency and Program must have at least one staff or volunteer attend [Civil Rights Training](#) who will be responsible for training all front-line volunteers/staff on an annual basis.

Will provide access to donated food/product without requiring documentation such as an I.D. or a piece of mail, unless specific verification is legally required based on type of program (e.g., shelter or housing intake, treatment program, etc.). Such items may be requested, but should not be used to deny service.

Will not use Food Programs partnered with SHH to foster or advance religious or political views by expecting clients to participate in political or religious events or activities in order to receive products or services.

Will safeguard all individual personal information for clients,

Second Harvest Heartland Commitments:

GOVERNANCE:

Will have an active Board of Directors and will strive to abide by the standards for governance stated in [Principles and Practices for NonProfit Excellence](#) from the MN Council of Non-Profits. Will provide all Agency Partners with access to the [Annual Report for SHH](#) and [Board of Directors](#) contact information upon request.

PROGRAMMING:

Will not discriminate in providing food, product or services to clients on the basis of language language limitations, disability, race, color, nation origin, religion, sex, age, citizenship status, marital status, sexual orientation, gender identity, familial status, receiving public assistance, and being a member of a local human rights commission. SHH Agency Relations staff will attend Civil Rights Training on an annual basis.

Will not use Food Bank Programs to foster or advance religious or political views. Will not deny partnership to faith-based organizations on the basis of religion, religious belief or character.

Will safeguard all individual personal information for clients, volunteers and employees in accordance with the [MN Data Practices Act](#). Will notify Partner Agency in the event of a loss or misuse of individual personal information.

Will agree to notify Partner Agencies in writing of any significant change in SHH operation (including but not limited to change in IRS status, change of address, change of

volunteers and employees in accordance with the [MN Data Practices Act](#). Will notify SHH in the event of a loss or misuse of individual personal information.

Will agree to notify SHH in writing of any significant change in Partner Agency's operation (including, but not limited to, change in IRS status, Partner Program change, change of address, change of contact people, billing information or authorizations, additional sites, etc.).

Partner Agency will provide a specific and ongoing food program (at least 9 months of the year unless a summer produce distribution) to the community in the form of meals or groceries to clients.

Attendance of primary Partner Agency and Partner Program contact(s) at SHH [Agency Orientation](#) is required for initial partnership with SHH. If primary contact changes, attendance by new contact at SHH Agency Orientation is required within 3 months of assuming the role. Other relevant staff/volunteers/board members are welcome to attend SHH Agency Orientation at any time.

ORDERING & DELIVERY/PICK-UP:

Will utilize partnership on a regular basis by accessing food at least once per quarter in each calendar year from SHH.

Will order a minimum of 500 pounds of products for each pick-up or delivery.

Will check all orders against the shipping or billing paperwork to ensure accuracy and report any discrepancies to SHH within 3 business days of any food/product shipment/pick-up from SHH.

FINANCIAL:

Will maintain records of food/product received (invoices) from SHH for a minimum of one (1) year and will make them available upon request.

Will agree to pay a delivery fee to SHH at prevailing rates, when receiving deliveries.

Will support food related operations by paying handling fees (shared maintenance) to SHH at prevailing rates.

SHH invoices must be paid by the end of the first month following the month in which the invoice is dated. For example, invoices dated in January must be paid by the end of February. Partner Agencies with amounts that are past due will be considered noncompliant and may be placed on product hold or suspension by SHH until bills are paid.

contact people, billing information or authorizations, additional sites, etc.). Will strive to provide at least 90 days' written notice to partners for any significant service change. Will fulfill our obligation to Feeding America of working towards equitable distribution of resources across the SHH service area for all those in need.

If primary SHH Agency Relations contact changes, new contact is required to schedule an in-person or phone visit with the Partner Agency within six (6) months of assuming the role.

Will provide support and consultation to Partner Agencies regarding, but not limited to:

- [Civil Rights Training and how to implement](#)
- Program and Staff/Volunteer transitions
- Expanding your programming/resources
- Implementing referrals for additional food resources to clients

ORDERING AND DELIVERY/PICK-UP:

Will maintain adequate records of food/products ordered (invoices) by Partner Agencies for a minimum of one (1) year and will make them available upon request.

Will provide delivery to Partner Agency's designated delivery address. Will reduce the height of any pallet over the 5 foot, 5 inch standard pallet height unless otherwise agreed upon between SHH and the Partner Agency. Any additional necessary de-palletizing of food/product to accommodate smaller entry points is the responsibility of the Partner Agency.

Will monitor and regularly report on SHH's overall Quality of Service metrics (e.g. order fill rate, product quality, delivery).

Will monitor on-time delivery of orders within the delivery window specified. Will attempt to notify Partner Agency or Program if the delivery is anticipated to be over a half hour earlier or later than the estimated delivery time.

FINANCIAL:

Will provide invoices and statements to Partner Agency.

Will provide 90 days' written notice to any increases in delivery fees and handling fees (shared maintenance).

Will not assess handling fees (shared maintenance) or delivery fees in excess of what Feeding America allows.

Will process online and paper payments within 5 business days.

<p>Upon SHH request, Partner Agency will share information about its business insurance.</p> <p>MONTHLY SERVICE AND FOOD RESCUE STATISTICS: Will keep accurate records as a food shelf and/or onsite meal/snack program as defined in Monthly Service Statistics Report Form and report this information to SHH monthly by the 10th of the following month.</p> <p>Report SHH-administered Food Rescue statistics to SHH monthly by the 1st of the following month and no later than the 10th of the following month, if applicable.</p> <p>Partner Programs failing to report by required date will be considered noncompliant and may be placed on product hold or suspension until statistics are reported. Partner Programs missing three months of statistics or more may have their account with SHH inactivated.</p> <p>TERMS OF PARTNERSHIP: SHH reserves the right to suspend or terminate its relationship with Partner Agency and Programs for non-compliance of this Agreement, its amendments, or attachments.</p> <p>SHH reserves the right to suspend or terminate its relationship with a Partner Agency and Programs due to chronic non-compliance. Chronic non-compliance is when a Partner Agency, Program or site is found to be non-compliant, addresses that item but then is found to be non-compliant again in the same compliance area within a two year period.</p> <p>SHH and Partner Agency will jointly design a plan to remedy non-compliance findings, complete with actions and timeline.</p>	<p>Upon a Partner Agency’s request, SHH will share information about its business insurance.</p> <p>MONTHLY SERVICE AND FOOD RESCUE STATISTICS: Will provide support and consultation to Partner Agencies regarding, but not limited to:</p> <ul style="list-style-type: none"> • Training on how to submit statistics • Strategies for gathering and reporting accurate statistics based on type of program • Information on the importance of statistics and how they are used <p>TERMS OF PARTNERSHIP: Partner Agencies may terminate their relationship with SHH at any time.</p> <p>Partner Agency and SHH will jointly design a plan to remedy non-compliance findings, complete with actions and timeline.</p>
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TEFAP Expectations:
[The Emergency Food Assistance Program \(TEFAP\)](#) is a federal program that helps supplement the diets of low-income needy persons by providing them with emergency food. Emergency food assistance providers in MN may be eligible to receive TEFAP (USDA) commodities through an allocation system.

<p>TEFAP-eligible Partner Agency Commitments: Will comply with the requirements in the MN TEFAP Policy and Operations Manual for Food Shelves and the TEFAP Site Distribution Agreement.</p>	<p>Second Harvest Heartland Commitments: Will comply with the requirements in the MN TEFAP Policy and Operations Manual for Food Banks.</p>
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Liability Release

In accordance with the requirements of receiving food/product from SHH, the Partner Agency and its Program(s) agree that:

1. The products provided by SHH or through SHH sources are accepted by the Partner Agency "as is".
2. SHH, Feeding America and the original donor are released by the Partner Agency/recipient from any liability resulting from SHH products and services. SHH, the original donor and Feeding America are indemnified and held free and harmless against any and all liabilities, damages, obligations, losses and/or claims whatsoever arising out of or attributed to any action of the Partner Agency, or personnel employed by said Partner Agency, in connection with the storage or use of products from SHH sources.
3. SHH, Feeding America and the original donor offer no express warranties in relation to the products received from SHH sources.
4. The Partner Agency acknowledges that its receipt of donated products cannot be transferred in exchange for money, other property or services.
5. The Partner Agency agrees to inspect the products as soon as practicable after receipt by the Partner Agency to determine whether the products are fit for consumption/use. If products from SHH sources are deemed not to be fit for consumption/use, the Partner Agency or Program will notify SHH within 2 business days. SHH will communicate a decision for those products within 1 business day. Those decisions may include a request to hold, discard or return the products. The Partner Agency and Program agrees to comply with these decisions.
6. The Partner Agency agrees to notify SHH whenever it receives notice of any claim of liability with respect to received product obtained from any programs of SHH or SHH sources.
7. Each Party shall hold harmless, and indemnify the other Party and its directors, officers, agents and employees against any and all loss, liability, damage, or expense arising out of or in connection with intentional, willful, wanton, reckless or negligent conduct which results from or relates to the other party's performance or lack of performance in the conduct of this agreement.