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Food Bank for the Heartland Partner Agreement

In partnership, we commit to listening to our Network and responding with purpose and compassion. Every service we provide, every program we offer, and every decision we make is rooted in our Mission to eliminate hunger in the Heartland and our Vision to ensure consistent access to healthy food for all. Guided by our Values, we serve with respect, integrity, and urgency—working together to build stronger, hunger-free communities.

This document is an agreement made between the Food Bank for the Heartland (hereinafter referred to as FBFH) and _____ (hereinafter referred to as "Partner") located at _____.

By signing this agreement, both parties acknowledge the mutual obligations we have as partners in our shared work in the administration of this partnership.

IRS Eligibility

The Partner represents and warrants that it is incorporated as a 501(c)(3) Non-Profit Organization, wholly owned by a 501(c)(3) Non-Profit Organization, or is considered a "church" as defined by the IRS, and meets all the criteria below for each type of eligible organization.

Check the type of organization the Partner qualifies as, and please provide the appropriate documentation requested:

☐ **501(c)(3) Non-Profit Organization** – If this box is checked, the Partner is required to submit their 501(c)(3) and, if applicable, clear, complete, and current evidence of the exemption along with this signed agreement. The following are examples of complete information:

- Current IRS determination letter verifying non-profit status and that it is not a private foundation. The name and address match the name and address of the organization listed on the Partner Agreement; or
- If the Partner name and/or address do not match the organization name and/or address listed on the 501(c)(3) determination letter, the Partner is required to also provide a current statement (no more than 1 year old) on letterhead from the 501(c)(3) organization, with the organization stating the Partner is welcome to operate under the 501(c)(3) auspices; or
- If the Partner operates under the 501(c)(3) for an overarching religious organization, the Partner must provide an updated 501(c)(3) or provide a directory listing that connects the Partner to that larger entity.
- If the name of the Partner differs from the name of the church, the site must provide an additional statement on church letterhead indicating the Partner operates under the authority of the church.
- If the Partner is operated through a church that has a 501(c)(3), however the name of the Partner differs from the name of the church, the Partner is required to also provide a current statement (no more than 1 year old) on letterhead from the church, with the church stating the Partner is welcome to operate under the 501(c)(3) auspices; or
- A letter from the CEO or Board Chair of a 501(c)(3) organization indicating that it is the organization sponsoring such Partner and assuming all responsibilities (fiscal and legal) for the sponsored Partner. FBFH will need both the sponsorship letter, on the 501(c)(3) sponsoring organization letterhead, as well as clear, complete, and current evidence of the sponsoring organization's exemption or Church status following the bulleted criteria 1-4 above.

☐ **Church (as defined by the IRS)/Religious Organization** – If this box is checked, the Partner is required to complete and submit the FBFH IRS Church Qualifier Form (attached to your email) and, if applicable, clear, complete, and current evidence of the exemption along with this agreement. The following is an example of complete information:

- Current FBFH IRS Church Qualifier Form verifying status. The name and address match the name and address of the organization listed on the Partner Agreement; or
- If the Partner name and/or address do not match the Church/Religious Organization name listed on the FBFH Church Qualifier Form, the Partner is required to also provide a current statement (no more than 1 year old) on letterhead from the Church/Religious Organization, with the organization stating the Partner is welcome to operate under their standing.

FBFH Roles & Responsibilities

FBFH agrees to the following, see the FBFH Partner Manual for more details:

- Assign a FBFH Community and Partner Support Representative (CSR) to offer customer service, support, and value-added paths for growth and success for the Partner.
- Provide Partner with external marketing materials that co-brand partnership collaborations and promote the Partner to neighbors and the community.
- Provide an open line of communication involving any FBFH decisions or policy modifications that will directly impact Partners.
- Identify and procure food items that align with the needs and culture of the network.
- Strive to make orders as accurate as possible and communicate changes in a timely manner.
- Ensure the protection of the health and safety of our neighbors by following comprehensive food safety and quality assurance practices.
- Provide or coordinate training opportunities for Partner staff and volunteers as appropriate, such as program administration, food safety training, and nutrition education.
- Ensure Partners meet program objectives through monitoring and periodic site visits during designated hours of operation and communicate areas for improvement in writing to the Partner within seven business days.
- Build around the recognition that everything done in connection with our work will be and should be measured against the highest possible standards:
    - Serve our Partners with the utmost integrity. Strive to provide quality service and work to be accountable when experiences are unsatisfactory.
    - Listen to the needs of our network by assuming positive intent and seeking to understand.
    - Resolve differences, together with our Partners, in an appropriate manner through transparent and purposeful communication and without the use of offensive, abusive, or disrespectful language or actions.
    - Elevating the work of our Partners by recognizing and promoting the good work of our network through our media channels.
    - Strive to increase the value of our partnership.

Partner Roles & Responsibilities, **The Partner agrees to the following, see the FBFH Partner Manual for more details**:

Member Status

- Comply with IRS Section 170e3 and other requirements for use and distribution of donated product.
- Will not engage in discrimination in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation, including gender identity or expression, unfavorable discharge from military or status as a protected veteran, or as otherwise prohibited under the current USDA nondiscrimination statement. Doing so may result in termination of the partnership with FBFH.
- Shall have an active food assistance program(s) with a focus on serving the ill, needy, or infant population, with an emphasis on serving needy clients. At the request of FBFH, the Partner shall also provide FBFH documentation of food distribution for such program(s), any additional documentation such as the Partner's Articles of Incorporation, Bylaws, list of pertinent organizations' contacts, or similar information.
- Pay the handling fees assessed by the Food Bank.
- Maintain a procedure for determining that the final recipient of the Donated product is ill, needy, or an infant, such as using a self-declaration of need or other intake process.
- Will permit announced and unannounced visits by an FBFH representative to verify compliance with the stipulations of this agreement and all FBFH regulations of which the Partner shall be notified. Partner agrees to resolve findings within the timeframe specified. Failure to do so may result in suspension and possible termination of the partnership with FBFH.

- Operate from a site that FBFH has approved. If the Partner changes the operating site or adds additional storage locations, FBFH must be notified, and FBFH must approve the operation from the new site first.
- Shall notify FBFH in writing if/when the Partner changes location, leadership, and/or FBFH contact.
- Maintain an active status with FBFH to ensure the consistency of service for neighbors. Inactive Partners may be terminated from the partnership. The Partner's status with FBFH will be considered "inactive" if the Partner does not:
    - Pick up or accept delivery of product(s) within three consecutive (3) months.
    - Order and distribute a minimum of 4,000 pounds per calendar year
- Co-brand external marketing efforts to neighbors and the community by using the FBFH logo and/or name in relation to partnership collaborations and distributions. Post signage on site that they are partners with FBFH as signage becomes available.
- Will not tie inherently religious activities, such as worship, religious instruction, or proselytization to food distribution. If a distribution site engages in such activities, the site is required to offer the activities separately, in time and location, from the food distribution, and participation in those activities must be entirely voluntary for neighbors.
- Attend appropriate FBFH-related conferences, workshops, and trainings.
- FBFH reserves the right to limit the amount and type of food the Partner may receive.
- Build around the recognition that everything done in connection with our work will be and should be measured against the highest possible standards:
    - Work alongside FBFH to create an atmosphere of mutual respect that promotes partnership, kindness, concern, fairness, and appreciation rather than hinders.
    - Not engage in conduct related to FBFH that may compromise or call into question the integrity or mission of FBFH.
    - Resolve differences, together with FBFH, in an appropriate manner and without the use of offensive, abusive, or disrespectful language or actions.
    - Display courtesy and respect in words and actions towards all FBFH staff and fellow Partners.

Record Keeping and Data Reporting

- Partner will maintain records reflecting the total amount of Product received from the Food Bank – including Product received through the Retail Rescue Program.
- Partner will keep the records of Product received on file for a minimum of three years from the date of receipt.
- Partner will take appropriate administrative and technical measures designed to protect individual privacy and data confidentiality and security.
- Abide by the policies, procedures, and record-keeping requirements of FBFH.
- Partner will provide required distribution data and program reporting in the format and timeframe established by FBFH, including participation in evaluations as requested.

Use of Product

- Release the original Donor, FBFH, and Feeding America from any liabilities resulting from the donated product.
- Hold harmless and indemnify the original donor, the Partner Food Bank, and Feeding America from any claims or obligations arising from Donated Product, Partner Conduct, or conditions or activities at Partner locations.
- Acknowledge that the original donor, the Food Bank, and Feeding America offer no express warranties in relation to the Donated Product.
- Implement and enforce any use of product restrictions specified by FBFH.
- Accepts responsibility for the purity and fitness for consumption of any items it chooses to draw from FBFH.
- Must distribute products for use within FBFH's service area.
- Ensure that products requested or ordered will not exceed the needs of the program.
- Must not serve donated products for general congregation use or serve products at Partner events that are not related to the intent of the partnership.

- Partner will not:
    - Use any non-food Donated Product in their operations or upkeep.
    - Use any Donated Product for business meetings, including, without limitation, committee meetings and other functions where business is conducted relating to Partner.
    - Use Donated Product in connection with fundraisers or events.
    - Consume any Donated Product (food or non-food), including consumption of beverages by volunteers when carrying out assigned duties.
    - Use Donated Product to compensate or provide incentives to staff or volunteers.
    - Will not trade, sell, or barter Product.
    - Will not charge clients/recipients any fees for Products.

Product Handling

- Partner may not engage in Sub-Distribution of Product received from the Food Bank without a signed agreement from FBFH.
- Partner may not participate in a Retail Rescue Program without a signed agreement from FBFH.
- Partner agrees to receive, store, transfer, use, and handle product safely and properly in accordance with applicable law.
- Adhere to additional donor stipulations.
- Accept all items in “as is” condition.
- Ship, store, and distribute or serve items drawn from FBFH in a manner consistent with good health and sanitation procedures for each type of food, withholding from distributing any type of food that might be spoiled or inedible.
- Inspect food soon after receipt and determine whether the food is fit for human consumption. If not, the Partner will immediately advise FBFH and provide photo evidence of the product in question.
- Notify FBFH whenever it receives notice of any claim of liability with respect to the food received from the FBFH.
- Will not store nor distribute product from a private residence.
- Will accept and transfer product from FBFH into their building, if applicable. If assistance is requested of an FBFH employee, the Partner representative requesting assistance assumes responsibility for any damages caused by an FBFH employee while transferring product into their building. Requests for assistance may or may not be accepted.
- Will abide by all state, local, and CDC guidelines, as they relate to public health matters. Partners must implement operational changes as needed to ensure the safety of their staff, volunteers, neighbors, and community.

Transporting Product

- When transporting Products, the Partner will do so in a manner that prevents contamination and adulteration. Including, without limitation, the following requirements:
    - Temperature Controlled for Safety (TCS) foods must be staged, transported, and held at temperatures appropriate to the relevant food item (e.g., safe temperatures for hot or cold TCS foods).
    - When transporting TCS foods, the Partner must use a visible active temperature retention system (e.g., refrigerated vehicle) or a passive temperature retention system (e.g., insulated coolers or bags, thermal blankets, Cambro’s) for the safe transport of cold or hot food.
    - All vehicles used for transporting Product must have clean food storage areas and be maintained to prevent contamination or adulteration of the transported Product.

Food Safety Training

- All Partners are required to have a minimum of one staff member or volunteer with food safety training as outlined below. That person must be a regular volunteer or staff member who picks up, transports, and/or distributes food, or a person who supervises those activities. When trained staff or volunteers turn over, food

safety training must be provided for the new person(s) within 60 days of their start date. A current copy of the Partner's certificate for completed food safety training must be provided to FBFH.

- If Partners utilize food provided by FBFH to prepare meals or repackage product, their key food service staff and volunteers are required to meet local commercial food safety training requirements and have the kitchen and food preparation area approved by the health department. These areas will also be monitored during FBFH site reviews.
    - ServSafe Manager Training or equivalent required, if the Partner prepares meals or repackages product on-site. Certification is valid for a period of 5 years.
    - ServSafe Food Handler for Foodbanking or equivalent required, for all other Partners who do not repackage or prepare meals on site. This training will be provided by FBFH. Certification is valid for a period of 3 years.

No Retaliation

- Retaliation is prohibited against any Partner who:
    - Initiates a complaint or constructively challenges processes or procedures;
    - Reports an incident that may violate this agreement;
    - Participates in an investigation related to a complaint; or
    - Is associated or perceived to be associated with a person who initiates a complaint or participates in the investigation of a complaint under this agreement.

Statement of Agreement

This agreement may be terminated at will by either party with written notice delivered to either. Failure to comply with any of the terms and conditions listed above will result in loss of partnership. Upon termination of the agreement, the Partner will return any equipment, materials, and/or food provided by FBFH for the Partner to FBFH within 30 days of termination date.

The Partner's authorized representative's signature below confirms that the Partner site is accepting and agrees to abide by all terms of this agreement.

_____ _____

Partner Representative Signature Date

_____

Printed Name of Partner Representative

_____ _____

FBFH Representative Signature Date

_____

Printed Name of FBFH Representative