

PARTNER AGENCY AGREEMENT

By entering into this Agreement, Oregon Food Bank (OFB), _____, the Partner Distribution Organization (PDO) (aka Regional Food Bank), and _____, the Partner Agency (Agency) evidence their shared commitment to working with unity of purpose toward the common goals of maximizing the provision of safe and nutritious food resources to people in need in their service area; maintaining high standards of customer service, storage, handling, and distribution; and establishing cooperation among all members of the OFB Network.

To that end, the parties agree as follows:

A. The Partner Distribution Organization will:

1. Provide products on a regular schedule. Food will be distributed according to the PDO's priority system and/or product perishability.
2. Abide by all food storage and record keeping standards in accordance with federal, state, and local government, Feeding America, and donor requirements. The PDO will provide training to the Agency on record keeping, food safety and handling, and sanitation and safety standards for the Agency's proper handling of all products.
3. Perform a food safety and programmatic on-site evaluation for each Agency according to current OFB and Feeding America standards at least biannually and retain on file documentation of those evaluations completed for the current fiscal year and the three preceding fiscal years. The PDO shall forward copies of evaluation forms to OFB as they are completed for review. The PDO shall notify the Agency in writing of actions required to address any compliance issues, and shall follow up with the Agency on all compliance issues within 30 working days and include results of the review in the Agency file, with copies provided to OFB. If corrective action is required, PDO must conduct on-site monitoring every six months until the issues are corrected.
4. Be permitted to assess a per pound shared maintenance fee to the Agency for storage and handling of donated products; fee will not exceed the maximum amount established by Feeding America.
5. Provide support, training and technical assistance to enhance the service and operations of the PDO and the network of agencies.
6. Promote food banking through the activities of the network and the PDO in order to increase public awareness of hunger and other food related issues.
7. Seek out and develop food drive and other food resource opportunities to increase food supplies available to the PDO's network of agencies.
8. Adhere to the PDO Suspension, Termination, and Appeals Policy. Appendix C.
9. Provide Agency two working days to inspect the product provided by the PDO from the time of distribution. In the event the Agency does not notify the PDO within two business days that the Agency rejects the product, it shall be considered accepted, as is.
10. Notify Agency of any known donor-imposed conditions prior to Agency taking possession of product. Notify Agency within 24 hours if informed of such conditions by primary donor after

distribution to Agency has occurred.

11. Provide agency with Partner Agency Grievance Policy (Appendix B).

B. The Agency will:

1. Comply with Federal civil rights law in administering programs: prohibit discrimination based on race, color, national origin, sex, age, disability, gender identity, religion, reprisal where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information. Additionally, the Agency will comply with Feeding America requirements prohibiting discrimination on the basis of citizenship, ancestry and unfavorable discharge from the military or status as a protected veteran.
2. Provide food assistance with respect and consideration of the difficulties faced by low income households, with the intent to preserve the dignity and privacy of those requesting help. Agencies shall post and abide by the Network "Rights and Responsibilities" and will provide clients with opportunities to make their own dietary and food preference choices, as practicable.
3. The Agency will not require program beneficiaries or prospective beneficiaries to participate in explicitly religious activities in order to receive services. Explicitly religious activity (involving overt religious content, such as worship, religious instruction, or proselytization) that takes place at the distribution site, must be separate in time or location from the provision of services.
4. Maintain client information to the same standards of confidentiality as the case files of a social worker (e.g., shared with court or law enforcement only with a subpoena). The Agency shall not release or disclose any such information except as necessary for the administration of the program(s), as authorized in writing by the applicant or recipient or as required by law.
5. Require volunteers to review and sign a confidentiality agreement that stresses the critical importance of respecting client privacy and keeping all client information confidential. Maintain compliance log and file of signed statements
6. Follow all state and federal laws governing 501(c)(3) charitable nonprofits, provide proof of 501(c)(3) charitable organization status or acceptable sponsorship status, and conduct business in a manner that is consistent with generally recognized best practices for such organizations, including board governance and financial processes.
7. Maintain regular distribution hours to ensure food recipients have reasonable and open access to food services provided by the Agency.
8. Consult with the PDO prior to changes in operating hours, distribution and/or warehouse location, temporary closures and staffing changes relevant to food assistance service. If prior notice is impossible, the Agency agrees to notify the PDO as soon as possible to ensure information and referral service is uninterrupted.
9. Maintain files containing current agreements, monthly reports, monitoring evaluation forms, food safety certificates of completion and/or documentation of food safety training, food receipts for the current fiscal year and the three preceding fiscal years. (E-files are acceptable)
10. Submit monthly reports no later than the ____th (10th if blank) of the following month and any

other reports required by OFB or the PDO in a timely manner.

11. Distribute products only in accordance with the Agency's stated purpose as documented in the OFB application for membership and consistent with the Agency's tax-exempt purpose. Donated product will not be exchanged by the Agency for money, property, or services, or otherwise allowed to re-enter commercial channels. No additional requirements, beyond the Agency-reported eligibility for service requirements, shall be made to receive product. No charges may be assessed to clients for the food or other products.
12. Not distribute food to non-Network agencies. Prior to sharing PDO sourced foods with other network agencies, confirm with the PDO that the distribution is allowable.
13. Designate a person(s) to act as liaison with the PDO. This person(s) or their representative will attend the meetings required of Agency by the PDO.
14. Attend regularly-scheduled and other local network meetings convened by the PDO.
15. Permit biannual and unscheduled visits by the PDO for program support and on-site evaluation of the Agency's operations, storage and OFB-related record keeping; and allow inspection by OFB.
16. Cooperate with the PDO in food and fund solicitation activities in the Agency's designated service area.
17. Pay any applicable assessed share contribution for donated products and agree to support the network philosophy of shared maintenance in the food banking system. Pay PDO invoices for share and purchased products by the due date. Agency will not allow any PDO account to become over ____ days (90 if blank) past due without having made prior arrangements for payments.
18. Notify the PDO if product does not conform to the order pick-up invoice or is not fit for human consumption. The Agency shall have two (2) business days after delivery/receiving to reject such product and provide the reasons for such rejection. All products accepted by the Agency are accepted in "as is" condition. However, if any products are not fit for human consumption for any reason, the Agency shall immediately notify the PDO and shall cooperate with and assist PDO in withdrawing such products.
19. Not stockpile donated food or other products.
20. Abide by any conditions placed by the donor on products when there is clear and timely notification of such conditions by OFB/PDO, as specified in item A.10
21. Abide by all requirements of federal, state, and local government, Feeding America, and other donors applicable to the receipt and distribution of products from any source. The Agency must provide donors with a receipt that conforms to the requirements of IRS 170(e)(3). The receipt shall include:
 - a. Description of the donated products and date of receipt;
 - b. Statement that the product will be used in compliance with IRS regulations governing product donations;
 - c. State the Agency is, or is sponsored by, a 501(c)3 public charity or is a church and therefore is qualified to receive donations;
 - d. State that adequate records are maintained and are available to the IRS on request.

22. Abide by all Federal, State, County, and OFB food storage, handling and safety practices (see appendix A). Agency will ensure that employees and volunteers are provided training to safeguard the quality and safety of foodstuffs distributed or served to needy individuals. All staff and volunteers regularly handling food must at a minimum view the OFB Food Safety training video or review Feeding America's ServSafe Food Handler for Food Banking annually or have a current county food handler card. The Agency will maintain a record of training and certification.
23. The Agency will consult with PDO prior to recurring donation pick-up of perishable product from retail and hospitality sources (restaurant, catering...) and agrees to follow food handling standards for donations from retail and hospitality. (**OFB Food Storage, Handling and Safety Practices Manual**)
24. Have at least one staff person or volunteer on site at all times that has received training in OFB/PDO food safety protocols and has a food handler card or has reviewed the ServSafe Food Handler for Food Banking curriculum. If the Agency utilizes food provided by the PDO to make meals, key food service program staff are required to meet local commercial food safety standards.
25. Assume all responsibility for evaluation, safe handling, and timely distribution and/or use of products accepted from the PDO and screen all foods from all sources for safety.
26. Provide orientation and training to volunteers including, but not limited to, civil rights, LEP plan, confidentiality and record retention, food safety, emergency plan, the PDO and the Network.
27. Ensure that Agency volunteers or staff members who are eligible for services follow the same process as all others in acquiring food assistance.
28. The Agency will follow Feeding America's rules on the internal use of donated products;
 - a. Donated beverages, but not food, may be used for on-site consumption by volunteers or staff when carrying out assigned duties.
 - b. Donated non-food items (hand soap, paper towels, etc.) may be used in the Agency's general operations.
 - c. For meal sites, staff and volunteers who are directly involved with meal preparation or providing other services during a meal may eat the meal as long as the meal is part of the staff or volunteer's involvement with the client (e.g. socializing with clients at the table). Meals can be provided to meal site staff or volunteers only after all clients have been served, only if it is anticipated that there will be leftover food, and only if it is incidental to the intended use of the donated product designated to serve the ill, needy or infants in accordance with IRS Code 170(e)(3).
 - d. Products to be used in fundraisers or events must be solicited and donated separately from food intended for clients. Receipting for the product must not state or imply that the donation is intended for serving the ill, needy or infants.
 - e. Product may be used for taste testing and demonstration cooking geared to the client. Limited sampling and tasting of food by volunteers is allowed to increase familiarity with the product, to be in a better position to advise clients as to their uses, and test for fitness for consumption.

- f. Use and consumption of donated product must, by law, be "incidental to primary use in the care of the ill, needy, or infants", and may not lawfully constitute "pay" to any staff or volunteers.
 - g. Provide the PDO with a list of the members of the Agency's board of directors or steering committee or governing body on request.
- 29. Sign a new PA agreement in the event of a change of the principle Partner Agency staff (i.e. the executive director or program manager).
 - 30. Designate a "recall contact" to assist the PDO in follow-up on recall notices forwarded by Feeding America and OFB.
 - 31. Agency releases and holds harmless RFB, OFB, Feeding America and the original donor ("Donor") from any claim arising from the nature, age, packaging, or condition of apparently wholesome food or an apparently fit grocery product that Donor has donated in good faith to Agency for ultimate distribution to needy individuals, except if such a claim arises from an act or omission of Donor constituting gross negligence or intentional misconduct. It is the intent of this agreement that agency or partnering organization relieve PDO, OFB, Feeding America and Donor from liability to the extent provided under the Bill Emerson Good Samaritan Food Donation Act, 42 U.S.C. 1791(c).

C. General Provisions:

- 1. Either party may terminate this Agreement for any reason upon giving 30 days prior written notice. Termination with cause will follow the provisions of the PDO's Suspension, Termination and Appeals Policy.
- 2. PDO will provide donated food or other products to agency pursuant to the terms of this agreement and in some circumstances Agency may donate food or other products to PDO. The original donor, OFB, PDO and Feeding America offer no express warranties in relation to the product. Each accepts such donated items "as is".
- 3. The PDO and the Agency may enter into a separate additional agreement or memo of understanding based on locally generated policies or procedures. The agreement will be a separate document and no elements may supersede any element of the Feeding America, PDO or Partner Agreements. The agreement must be reviewed by OFB Statewide Services to ensure elements are in compliance with the policies and regulations that guide the Agency Agreement and are reasonable in nature.

The undersigned hereby certifies that he/she is a duly authorized agent of the Agency and his/her signature binds Agency to the terms, conditions, and limitations of this agreement. When both parties have signed this agreement, all appropriate documentation has been submitted to the PDO, and the Agency application is approved by OFB, Agency is enrolled in the Oregon Food Bank Network and is a Partner Agency of the Oregon Food Bank and _____ (PDO). This Partner Agency Agreement as dated supersedes all previous Agreements (Partner Agency Agreement 2015).

Name of Agency		
Agency Director/Manager (Print)	Agency Director/Manager (Sign)	Date
Chair of Board/Church Council (Print)	Chair of Board/Church Council (Sign)	Date

Fiscal Sponsor		
Authorized Person (Print)	Authorized Person (Sign)	Date

PDO Director/Program Manager (Print)	PDO Director/Program Manager (Sign)	Date
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This Agreement becomes effective only after signed by the authorized OFB representative.

OFB Representative (Sign)	OFB Representative Title	Date
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- Attachments:
- Appendix A. Food Storage, Handling and Safety Practices
 - Appendix B. Grievance (or Partner Agency Feedback) Procedures (PDO specific)
 - Appendix C. Suspension, Termination and Appeals Policy (PDO specific)
 - Rights and Responsibilities poster

APPENDIX A



FOOD STORAGE, HANDLING AND SAFETY PRACTICES

3/2017

General Practices

For the most part, health and safety practices are a matter of common sense. A phone call to your county health department is a good way to alert them to the existence of your operation and find out what their concerns might be. In general, good warehouse and storage practices are:

- Transport, receive and store food at proper temperatures (41° F. or below for chilled, 0° F or below for frozen food, 50° - 70° F. for dry storage foods.)
- When transporting food, use a passive (thermal blanket/cooler with ice packs) or visibly active temperature retention system (refrigeration unit) to maintain temperatures within the allowable limits; sample temperatures must be taken and documented at the time of pickup and delivery.
- Check temperatures of all storage areas: dry units weekly, cold storage daily when open and maintain a log of the date and temperature of each.
- Keep food 4" off the floor by storing it on pallets, platforms or shelves
- Keep food away from walls for good ventilation and pest control
- Keep food, pallets and shelves clean
- Keep doors and windows well sealed to prevent pest entry and water damage
- Maintain a good pest control system. Check rodent traps at least once per week (preferably daily) and maintain a log of the date and findings at each trap. Make a map of rodent trap locations as a safety precaution and to assist in proper tracking.
- Ensure no leaky compressors in freezers and refrigerated units. Remove ice build-up as it occurs.
- Repackaging of shelf-stable dry foods must follow safe food handling standards: surface sanitation with bleach solution, hand washing, gloves, food-grade containers, no repackaging of liquids.
- Ensure that food is labeled completely as stipulated in the Fair Packaging and Labeling Act or add a label prior to distribution that includes the common name of the product (e.g. Lasagna, Chicken Noodle Soup etc.), name and location of the distributing agency, the name and location of the donor OR a designated donor ID number that can be tracked in the inventory system, the date of the donation and an allergen disclaimer statement.
- All canned and packaged foods must be inspected; especially salvage and food drive products. Bulging cans and cans with sharp dents or rust on the seams should be discarded. Contact OFB or your regional food bank for more information on what to look for in sorting salvage. Training materials are available through OFB and your regional food bank. See OFB Food Safety Training Video.

- Products past “pull date” should be inspected to assess fitness for consumption. Request information from the donor on how long past the pull date (often a “best used by” date) the product will be nutritious and safe to eat. Many products last well past the pull date with only a slight deterioration in nutritional value, or a change in coloring; other products go bad within a day or two of the pull date. Refer to your Fresh Alliance Guidelines poster for perishable dating information.

Donation Receiving Standards

A. Rejecting Perishable Donations

1. If perishable products are donated and are not at appropriate temperatures, they must be promptly isolated and discarded.
2. If a frozen perishable product is provided and no longer frozen, the item cannot be refrozen. It must be promptly isolated and discarded.
3. If any perishable meat, pork or poultry product is not frozen by its sell-by date, it must be promptly isolated and discarded.

B. Repacking of frozen or refrigerated product is not allowed unless the Agency can demonstrate to the PDO their capability to maintain product safety and to ensure adherence to any time and temperature guidelines established by the food industry and/or regulatory agencies.

1. Each Agency which repacks bulk product must ensure adequate food safety control and operating practices to prevent potential product contamination.
2. Thawing frozen product to repack is not permitted (i.e. bulk meat).

C. Handling Donations from Retail and Hospitality Establishments – This includes but is not limited to product from restaurants, caterers, hotels, retail establishments and convenience stores. It does not include whole produce. Agencies wishing to accept these types of foods should work with RFB staff to determine their capability to accept these products, as they require special food handling procedures and certification.

Keep all toxic chemicals, such as those used for pest control and cleaning products, well away from food areas. DO NOT STACK NON-FOOD ITEMS ABOVE FOOD ITEMS. DO NOT STACK TOXIC ITEMS ABOVE PAPER PRODUCTS. It is recommended to keep non-food items away from high traffic areas, in a row or space separate from food items. It is a good idea to have a buffer row, such as empty pallets or crates between food and non-food rows.

REMEMBER: It is important that sound judgment be exercised at all levels of the food bank distribution system to ensure that all food items are in good condition upon receipt by clients of partner agencies. **Please refer to the full OFB Food Storage, Handling and Safety Practices document for detailed information and view the OFB food safety training video, which can be accessed via [Inside the Network](#).**



Grievance Form

Date: _____

NAME: _____

AGENCY: _____

REGIONAL FOOD BANK: _____

TITLE: _____ PHONE: _____

FAX NUMBER: _____ E-MAIL ADDRESS: _____

SECONDARY CONTACTS: _____

NUMBER OF SITES: _____

PURPOSE AND ACTIVITIES OF PROGRAM:

PLEASE EXPLAIN THE NATURE OF YOUR GRIEVANCE OR COMPLAINT:

Derechos y Responsabilidades

Reconocemos los derechos fundamentales de individuos que buscan ayuda de comida. Concierna para la dignidad personal es de gran importancia. Al mismo tiempo, el personal y los voluntarios esperan la conducta responsable de usted.

Usted puede esperar de nosotros:

- El respeto, la consideración, la cooperación, la paciencia
- Acceso a servicios para que usted es elegible
- La información personal mantuvo confidencial
- Oportunidad al participar en encuestas y evaluaciones
- Un ambiente seguro

Nuestras esperanzas de usted:

- El respeto, la consideración, la cooperación, la paciencia
- La información exacto establecer la elegibilidad para servicios
- Un ambiente seguro

**OREGON
FOOD BANK
NETWORK**

¿Sugerencias, preguntas, o quejas? Hable con el gerente de la alacena o llame a: 503-282-0555 o 1-800-777-7427

Oregon Food Bank es un proveedor de oportunidad igual.

Rights and Responsibilities

We recognize the basic rights of individuals who seek food assistance. Concern for personal dignity is of great importance. At the same time, staff and volunteers expect responsible behavior from you.

You can expect from us:

- Respect, consideration, cooperation, patience
- Access to services for which you are eligible
- Personal information kept confidential
- Opportunity to participate in surveys and evaluations
- A safe environment

Our expectations of you:

- Respect, consideration, cooperation, patience
- Accurate information to establish eligibility for services
- A safe environment

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NETWORK**

Suggestions, questions or complaints? Talk to the Site Coordinator or call: Food Program Manager, _____

This institution is an equal opportunity provider and employer