



FOODSHARE

PARTNER PROGRAM AGREEMENT

For office use only- Foodshare Staff will complete this section.

Organization Name:						
Program Name:						
	Ag Ref:		Type:		Fee:	
Program Name:						
	Ag Ref:		Type:		Fee:	
Program Name:						
	Ag Ref:		Type:		Fee:	

ORGANIZATION REQUIREMENTS

A. Organization Eligibility

1. Organization is a private, non-profit, tax-exempt organization recognized by the IRS as a 501©3 private charity.
2. Organization is incorporated for the purposes outlined in IRS 170e3, as those whose primary purpose is that of "serving the ill, needy or infants" (minor children).

B. Annual Fee

1. Organization will pay an annual fee before accessing Foodshare's services. The fee is due June 30th of each year. Annual membership fee may be prorated for new members.
2. Annual Fee

Program Type	Annual Membership Fee
Pantry	\$50
Internal Pantry	\$50
Meal Program	\$50
Emergency Shelter	\$50
Backpack	\$50
Residential	\$100
Day Care	\$100
Rehab	\$100
Additional Programs	\$20

3. Annual Fee is \$20 for additional programs operated by the same organization and at the same location.

- C. Organization will not engage in discrimination against any person on the grounds of race, color, citizenship, immigration status, religion, gender, national origin, ancestry, age, marital status, familial status, disability, sexual orientation, ancestry, unfavorable discharge from the military, protected veteran status, or any other characteristic protected by federal or state law.
- D. Organization will not sell, barter, transfer, or offer product received from Foodshare in exchange for money, property, services or favors.
- E. Partnership is non-transferable. This Agreement is null and void when Authorized Representative of the Organization is no longer authorized. Program will be placed on hold until a signed Agreement from new Authorized Representative is submitted.

PROGRAM REQUIREMENTS

A program is defined as the physical location where an organization stores and distributes or serves foods and products. (Each program is assigned a unique five-digit account number called an Agency Reference Number.) The term "products from Foodshare" includes food and other items received directly from Foodshare or enabled via the Retail Rescue program. Member Organization agrees to the following:

A. Receipt of Food

1. Minimum Usage

- a. Each Program must place an order from Foodshare at least once a month. Programs will be considered "inactive" after three months of non-use and will no longer have access to products from Foodshare. If an inactive program desires to continue receiving food from Foodshare, they will have the option of becoming an Occasional Distribution Partner. This requirement may be waived for Programs that are active participants in Retail Rescue.
- b. Each Program must receive from Foodshare a minimum of 5,000 pounds annually. "Buying Club" pounds and pounds received for Thanksgiving distribution do not count towards the 5,000 pound minimum.

2. Invoicing and Costs

- a. A Shared Maintenance Fee (SMF) is assessed per pound on donated foods received by Program. The SMF is set by Foodshare and it will not be greater than .19/pound.
- b. If Program selects Buying Club product, they will be charged for the cost of the product plus a 10% mark-up. (The 10% mark-up is included in the pricing listed at time of ordering.)
- c. Foodshare will generate a product receipt for each order. Receipt must be signed by the authorized person picking up the order. Program agrees to keep these receipts on file at the Program Site for three years plus the current fiscal year.

3. Picking up Orders and Use of Selection Area

- a. Program agrees to have only authorized agent(s) (staff or volunteers) pick up or receive product from Foodshare. Authorized agent must bring a Foodshare issued identification card with them each time they pick up food or use the Selection Area.
- b. Program or authorized agent(s) are responsible for safely loading their vehicle. Safe loading includes but is not limited to bringing a vehicle that can hold product safely and be secured against shifting by utilizing proper load securement, including load bars, tie-downs, blocking, or other approved system.
- c. Program volunteers and staff must abide by the rules and policies associated with picking up orders and use of the Selection Area. Foodshare reserves the right to deny access to any person that repeatedly fails to follow the rules and policies of the Selection Area.

4. Release of Liability

- a. Foodshare warrants that the Program will receive surplus foods and non-food products from Foodshare.
- b. Program agrees to accept items "as is".
- c. Program agrees to inspect items upon receipt to ensure they are fit for human consumption.
- d. The original donor, Foodshare and Feeding America expressly disclaim any implied warranties of the marketability or fitness for a particular use of the item.
- e. There have been no express warranties in relation to this gift of items.
- f. The Program releases the original donor, Foodshare and Feeding America from any liability arising from the conditions and/or collection of the donated items and further agrees to indemnify and hold the original donor, Foodshare and Feeding America free and harmless against any liabilities, damages, losses, claims, causes of action, and suits of law r in equity to any abrogation whatsoever out of or attributed to, any action of receiving organization or any personnel employed by organization in connection with its collection, inspection, storage and use of the donated food.

B. Transporting of Food

1. All product from Foodshare must be transported directly to the Program Site, adhering to time and temperature food safety regulations in transit.
2. Perishable product, including produce, dairy and meat, must be covered with a thermal blanket in order to maintain proper temperature during transit.
3. When using an open bed truck, product must be fastened down and have some protection (tarps, shrink wrap, etc.) when leaving Foodshare to prevent food from being exposed to dirt, debris and the elements.
4. Temperature of perishable product must be documented upon receipt at program

C. Storage of Food

1. Secure Location
 - a. Program will accept Foodshare product "as is" and will store it safely and securely at the Program Site. Access to product must be restricted with a locking capacity.
 - b. Program is not allowed to store product at any location that has not been inspected and approved by Foodshare.

2. Food Safety

- a. Program must agree to abide by any applicable Local, State and Federal Health and Safety Requirements regarding the safe and proper handling of food
- b. Training
 - 1) Programs serving meals or snacks where food is prepared on site must provide Foodshare with the Qualified Food Operator's Food Handling Certificate. When there is a staff change, it is the responsibility of the Program to provide Foodshare with an updated Certificate.
 - 2) Programs not preparing meals or snacks must complete Foodshare's Food Safety Training at least once every two years.
- c. Storage Space
 - 1) Cooler and Freezers : thermometers must be kept in every unit and a temperature log must be maintained for two years
 - 2) Dry Storage: product must be kept at least six inches off the ground to protect it from moisture
 - 3) A Pest Control Service or Pest Control Log must be maintained
- d. Recalled Product: Foodshare will email Programs known to have received recalled product from Foodshare. Program is to remove and dispose of recalled product immediately upon notice as well as immediately notifying their clients of the recall.

D. Distribution of Food

1. Product from Foodshare will only be distributed to people in need of food assistance in a manner related to the tax-exempt purpose of the organization.
 - a. At least 60% of the people served by the Program must be deemed "in need of food assistance". (Foodshare's standard for need is a household with income of 185% or less of the federal poverty guidelines.)
 - b. Programs that charge a fee (summer camps, after school care, residential care etc.):
 - 1) Must have an established procedure to determine client eligibility that includes a sliding scale or other method that does not deny access to the program based on the ability to pay.
 - 2) Must provide Foodshare with an updated fee schedule each year.
 - 3) No part of the fee can be based on the provision of food or products that have been received from Foodshare.
2. Product from Foodshare will only be distributed in Hartford or Tolland Counties in Connecticut,
3. Product from Foodshare will be distributed within two months of receipt.
4. Product from Foodshare may only be distributed at the Program Site.
5. Redistribution of Product from Foodshare
 - a. Product from Foodshare will not be shared with or redistributed to other programs and organizations that are not partnered with Foodshare.
 - b. Product from Foodshare may be shared with or redistributed to other programs and organizations that partner with Foodshare as long as a detailed and accurate record is maintained on the Foodshare Redistribution Log.
6. Product from Foodshare will not be exchanged for money, property, or participation in religious or other services (including volunteer services). Program agrees to provide meals, snacks and groceries from Foodshare to their clients free of any direct or indirect charges or implications.
 - a. Religious materials and activities (such as worship, proselytizing and/or religious instruction) must be separate from food distribution in both time and location.
 - b. Product from Foodshare will only be distributed to clients.
 - a) Staff or volunteers in need of food assistance must go through the same qualifying and distribution process as other clients.
 - b) Staff or volunteers that qualify will not be given preferential or priority access to food.

E. Respect for Clients

1. Program will treat client applications and written records as confidential, keeping all intake paperwork, sign-in sheets and logs onsite in a locked and secure area or password protected on a computer.
2. Pantries and Community Kitchens must be open on a regular schedule to eligible recipients. Hours of distribution/meal must be advertised through signage, brochures, website, social media or other community communication methods.
3. Program must have consistent hours for food distribution
 - a. Pantries and Meal Programs must distribute/serve food at least twice per month, every month on a set schedule
 - b. Backpack Programs must distribute at least twice per month in the months school is in session
4. Pantries, Community Kitchens and Emergency Shelters must register and maintain correct information on the United Way food assistance locator at www.211ct.org.
5. Program will post a non-discrimination policy poster detailing a grievance policy and means to alert Foodshare of any violation.

F. Contacts and Communication

1. Program will name one individual as Primary Contact. Primary Contact may designate and terminate authorized pick-up personnel and online ordering contacts, but must do so in writing. Foodshare reserves the right to withdraw privilege of any individual.
2. All Primary Contacts will maintain and use a valid email account. Email is the primary form of communication with Foodshare.
3. Any changes to Organization or Program Leadership, including but not limited to Administrator, Executive Director, Coordinator, Authorized Users, Qualified Food Operator, must be communicated in writing immediately to Foodshare.
4. Any changes to hours of distribution or meals must be communicated in writing immediately to Foodshare.

G. Billing and Payments

1. Paper invoices are received at time of food pick-up or delivery. Monthly statements are emailed to the designated person at each Program
2. Authorized Users may view past Invoices and Statements under the "Docs" tab of the Agency Portal
3. Payments must be made in the form of a check from the Organization or Program. Cash, money orders, personal checks and payments from third parties will not be accepted.
4. Foodshare reserves the right to limit services and restrict access to orders when accounts are overdue

H. Government Commodities

Programs electing to distribute TEFAP and CT-NAP will abide by the conditions set forth in the Government Commodities Agreement.

I. Retail Rescue Program

Programs electing to participate in the Retail Rescue Program will abide by the conditions set forth in the Retail Rescue Agreement.

J. Delivery

Programs electing to have product delivered will abide by the conditions set forth in the Delivery Agreement

COMPLIANCE and MONITORING

The monitoring process serves to ensure compliance with state and federal law as well as the Foodshare Agreement. Foodshare Partner Program Coordinators meet regularly with Programs to periodically evaluate the relationship and promote best practices.

- A. Program agrees to a preliminary on-site visit by a Foodshare representative during the application process.
- B. Program agrees that if they wish to change the location of their food storage, preparation or distribution, they must first have the new space inspected and approved by Foodshare.
- C. Program agrees to allow Foodshare to complete a monitoring visit at least once every two years, more often at Foodshare's discretion.
 - 1. Program agrees to complete and return a Program Self-Evaluation one week prior to scheduled visit.
 - 2. Foodshare staff will interview program staff, review program records and receipts, inspect food storage, observe a distribution or meal service and provide on-site guidance if needed.
 - 3. Program Primary Contact must be present and available during the monitoring visit.
- D. The Program will allow Foodshare to monitor the Program at its own discretion, announced or unannounced.

NON-COMPLIANCE POLICY

The purpose of the Probation and Suspension Policies is to outline the steps that will be taken if a Partner Program violates any provisions in the Partner Program Agreement. Foodshare's President or a Vice President will notify a Program in writing if it has been placed on probation. Foodshare's President will notify a Program if it has been suspended.

PROBATION

A Partner Program may be placed on probation for a period not to exceed three months if found in violation of the Partner Program Agreement.

The purpose of the probationary period is to notify a Partner Program that it is not in compliance with its Partner Program Agreement and will be suspended if the identified problem is not corrected. During the probationary period the Program may continue to receive food from Foodshare depending on the nature of the violation. If the violation is not corrected by the end of the probationary period, the President or a Vice President has the authority to extend the probationary period or recommend that the Program be suspended.

The probationary period ends when one of the following occurs:

- o The Program satisfies either the President or a Vice President that the violation has been rectified
- o The President or the Board of Directors suspends the Program from participation

SUSPENSION

A Partner Program may be suspended, without first being placed on probation, if found in serious violation of the Partner Program Agreement, at the sole discretion of Foodshare management.

Only the President has the authority to suspend a Partner Program. A suspension shall always be in writing with copies going to the Program involved and Foodshare Vice President(s), and Board of Directors. Upon suspension, the Program will lose all the rights and privileges of participation in Foodshare. The suspension period will not exceed six months, at which time the Program may re-apply to partner with Foodshare and will be required to go through the same process as any new Program, without any assurance of being reinstated.

APPEALS PROCESS

A Program may appeal any action taken by Foodshare through the following process:

1. Within 7 days of the perceived violation the Program should present a written appeal to the President and the two parties will try to work out a settlement.
2. The President will inform the Program of their decision within 7 days of the appeal.
3. If the Program is still dissatisfied, they have 7 days from the President's decision to request a review by the Board of Directors. Such a request should be made in writing and should be forwarded either to the President or to the Chair of the Board of Directors. The Board of Directors will determine whether a meeting with representatives of the Program is necessary. The Board of Directors will review all the facts and provide a written response to the Program within thirty days. The decision of the Board of Directors is final.

A SIGNATURE PAGE IS REQUIRED FOR EACH PROGRAM ADMINISTERED BY THE ORGANIZATION.

The Organization's Authorized Representative's signature below confirms that the Organization is accepting and agrees to abide by all the terms of this Agreement.

Organization

Signature of Authorized Organization Representative

**must be signed by the highest authority in the Organization, responsible for any and all actions of the Organization)*

Date

Print name

Phone

FAX

Title

Email address

Administrative mailing address

City

State

Zip

The Program's Authorized Representative's signature below confirms that the Program is accepting and agrees to abide by all the terms of this Agreement.

Program

Name of Program

Agency Ref Number

Signature of Authorized Program Representative

Date

Print name

Title

Foodshare

Signature of Authorized Foodshare Representative

Date

Print name

Title