

## Second Harvest Food Bank or Greater New Orleans and Acadiana Partner Agency Agreement and Release

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Partner Agency Name \_\_\_\_\_

Primary Contact \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Days of Operation \_\_\_\_\_ Hours of Operation \_\_\_\_\_

**This Partner Agency agrees to comply with the following criteria required of all Partner Agencies of Second Harvest Food Bank of Greater New Orleans and Acadiana (SHFB). The applying or current partner agency verifies the following to be true:**

1. The agency is a 501(c)(3) non-profit organization, wholly-owned by a 501(c)(3) organization or a Church.
2. The agency serves only the needy, ill, infants (under the age of 18) or elderly, and it does 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, or sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran.

**The Partner Agency agrees to and will comply with the following criteria of a Partner Agency of SHFB.**

1. The Partner Agency will distribute supplied food or other product to people in need under the guidelines identified in the Partner Agency Handbook. The partner agency agrees to accept only food that can be stored without waste. The partner agency agrees not to diminish normal expenditures for food because of receipt of federal commodities. Second Harvest reserves the right to limit the type and quantity of food given to partner agencies based on availability and need.
2. Clients or recipients of food reserve the right to refuse any items they do not need or cannot eat.
3. The Partner Agency will conduct regularly scheduled distribution of food at a minimum of twice a month by June 30, 2018. New partner agencies will conduct regularly scheduled distributions at a minimum of twice a month from the beginning of partnership. The partnership is contingent on agreed upon hours of operation and may be dissolved if distribution times are changed without written prior approval from Second Harvest.



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4. The Partner Agency shall not sell, or require, or receive an exchange of money, property or services whatsoever for the transfer or use of food or other products supplied by SHFB.
5. The Partner Agency will ensure the safe and proper handling of the donated goods, which conforms to all local, State and Federal regulations. This includes acquiring the necessary permits.
6. The Partner Agency will provide adequate and clean, off-the-floor storage space to ensure the wholesomeness of the food until distribution. It will maintain the proper operation of its cold storage equipment, with a thermometer in each cold storage unit, and temperature logs kept, and proper temperatures maintained in all storage areas.
7. The Partner Agency agrees to allow announced and unannounced monitoring visits by SHFB staff.
8. The Partner Agency is willing to abide by the policies, procedures, and record keeping requirements of SHFB as outlined in the Partner Agency Handbook, Monitoring Reviews and USDA Agreement.
9. Delivery and order pick-up times are subject to change based upon SHFB operational needs.
10. The Partner Agency will keep accurate records of client services using a standard network electronic client intake system as it becomes available in partner agency's area and send monthly reports as directed by Second Harvest Food Bank to assist in program evaluation and ensure compliance. All records must be turned over to the SHFB representative on request. Services include food distribution, grocery rescue, and SNAP assistance. Failure to produce monthly reports by the fifth of the month will result in the partner agency being blocked from ordering.
11. The Partner Agency will notify SHFB immediately of any changes in storage, personnel, or distribution process. The Partner Agency will communicate problems and requests to your agency coordinator immediately.
12. The Partner Agency agrees to pay the application fees, delivery fees and annual dues assessed by SHFB within 60 days of invoice date.
13. The Partner Agency agrees that there have been no express or implied warranties in relation to any product provided by SHFB, Feeding America, or the original donor. All items are to be accepted in "as is" condition. The Partner Agency is willing to adhere to any additional donor stipulations. The Partner Agency understands and agrees that SHFB and the original donor expressly disclaim any implied warranties of merchantability or fitness of any product for any particular use.
14. The Partner Agency agrees to distribute or display nutrition education materials and other beneficial client resources supplied by Second Harvest.
15. The Partner Agency agrees to keep personal identifying information of clients confidential and strive to keep anonymity for all participants.



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16. The Partner Agency agrees to attend educational workshops, trainings, and meetings as deemed necessary by Second Harvest.

### **The Partner Agency agrees to and will comply with the following criteria established by the USDA and IRS, Federal agencies, upheld by Second Harvest Food Bank and required of all Partner Agencies.**

1. The Partner Agency, in accordance with Federal Law and U.S. Department of Agriculture policy, is prohibited from discriminating on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and 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 in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). Individuals who are deaf, hard of hearing or have speech disabilities many contact USDA through the Federal Relay Service at (800) 877-8339; or (800)845-6136 (Spanish). USDA is an equal opportunity provider and employer.
2. In accordance with IRS ruling 170(e), donated product cannot be sold, bartered or exchanged for services.
3. Donated products obtained from SHFB shall not be used for fund raising activities, administrative meetings, banquets or administrative related dinners. These actions constitute a misuse of product.
4. According to the IRS Code 170(e)(3), a 501(c)3 organization can only use the products donated for the care of the ill, needy or infants. The product cannot be exchanged for money, other property or services.

### **The Partner Agency agrees to and will comply with the following release:**

1. The Partner Agency agrees that it is solely responsible for compliance with the criteria required of it as a Partner Agency, that SHFB and Feeding America assume no duty of care to supervise or monitor the Partner Agency, and that SHFB and Feeding America assume no liability in connection with its establishment of any standards, its supervision, or the agency's failure to comply with the standards.
2. The Partner Agency agrees to and will comply with the following criteria of a Partner Agency of SHFB. Specifically, the Partner Agency releases both the original donor, Feeding America, and SHFB from any liability in connection with the donated product, and further agrees to defend, indemnify and hold SHFB, Feeding America,



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and the original donor free and harmless from any and all claims, lawsuits and/or obligations, whether for personal injury (including but not limited to claims for mental anguish), economic damages and/or property damage whatsoever arising out of or attributed to any negligence or intentional acts of the Partner Agency or any personnel employed by the Partner Agency or arising out of its performance or failure to perform under this contract or arising out of any claims of premises liability in regard to the premises of the Partner Agency. Each Partner Agency should maintain general liability insurance. Such insurance will include but not be limited to coverage for premises liability and for any claims arising from the distribution of adulterated food in the event that an agency does not properly store/take care of food from SHFB.

### **Our Partner Agency agrees to abide by the following code of conduct:**

1. The Partner Agency's staff will be both forthcoming and complete when providing information to SHFB.
2. The Partner Agency's staff and SHFB staff will interact in a mutually respectful manner.
3. The Partner Agency's staff and volunteers will uphold the dignity of its clients.
4. The Partner Agency will positively affirm its partnership with SHFB during any interaction with media, the public, or on social media, and will refrain from defamatory communication with the public regarding SHFB.
5. The Partner Agency will include the approved logo of SHFB on agency letterhead, website, and will mention its partnership with SHFB in its primary phone greeting(s), as practical.
6. The Partner Agency will not use the SHFB Bank logo in any unauthorized manner.
7. The Partner Agency will submit all requested information and documentation within deadlines set by SHFB.

\*\*\*End of Partner Agency Agreement and Release\*\*\*

Original: July 2008  
Revision: September 2017



700 Edwards Avenue | New Orleans, LA 70123 | 504-734.1322 | 504.733.8336 fax  
215 East Pinhook Road | Lafayette, LA 70501 | 337.237.7711 | 337.237.7794 fax  
[www.no-hunger.org](http://www.no-hunger.org)

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### Partner Agency Agreement and Release Signature Page

By signing below, I confirm that I have received the Partner Agency Agreement and Release document and agree to abide by the regulations and requirements described within the document. Failure to comply with any regulations and requirements may result in termination of this agreement. Either party reserves the right to terminate this agreement with written notice delivered not less than 30 days prior to the desired date.

\_\_\_\_\_  
Signature of Authorized Person

Date \_\_\_\_\_

Please print the following:

Partner Agency Name: \_\_\_\_\_

Name of Authorized signer: \_\_\_\_\_

Title of Authorized Signer: \_\_\_\_\_

Email of Authorized Signer: \_\_\_\_\_

Please email completed signature page to: [agencyGNOA@secondharvest.org](mailto:agencyGNOA@secondharvest.org)



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