



2023 MANNA FoodBank Partner Agency Agreement

Effective 1/1/2023 – 1/31/2024

MANNA FoodBank

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828-299-3663(FOOD)



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Dear MANNA FoodBank Partner Agency,

Welcome to a new year of partnership with MANNA FoodBank. Our vision is a hunger-free Western North Carolina and as a MANNA FoodBank Partner Agency, we are honored to work with your organization towards this future.

MANNA FoodBank serves the 16 most western counties including the Qualla Boundary, serving Avery, Buncombe, Clay, Cherokee, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Mitchell, Polk, Swain, Transylvania, and Yancey. Over the past year, we provided 19 million pounds of food to our partner network of over 220 agencies serving an average of 109,000 neighbors monthly.

The 2023 Partner Agency Agreement outlines the standards for MANNA FoodBank partnership with the intent to keep food safe, meet all Feeding America partnership requirements, and ensure our neighbors are provided a dignified experience and respectful service by MANNA and your Partner Agency.

As a MANNA FoodBank partner agency, you have access to free and low-fee food in bulk through the MANNA warehouse and retail programs, as well as bulk pricing through our Co-Op program. Our team strives for operational excellence to deliver and pick up your orders, help you select food effectively, manage your orders, and offer capacity-building support around grant writing, operational effectiveness, SNAP outreach, nutrition, and neighbor-centric program design.

As your partner, we look forward to working with you to grow your impact. If we can help offer support don't hesitate to reach out to the MANNA FoodBank team. And we would ask the same of you, to provide feedback and let us know how we can best be in service to our community.

We appreciate your partnership with MANNA FoodBank and the work you do each day to end hunger.

Sincerely,

Jennifer Lutz

Director of Agency Relations and Mobile Programs

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2023 MANNA FOODBANK PARTNER AGENCY AGREEMENT

The purpose of this agreement is to establish the Partner Agency's membership with MANNA FoodBank, provide definition and guidance for the relationship between the Partner Agency and the Food Bank, foster a cooperative spirit, and improve the capacity of partner agencies to end hunger in Western North Carolina.

MANNA FoodBank (the "Food Bank") and the Partner Agency (the "Partner Agency"), by signing below will have entered into the Partner Agency Agreement ("Agreement") as of the effective date when the Director of Agency Relations signs the Agreement from the Partner Agency, which will supersede all previous Partner Agency Agreements and expires if no renewed agreement is signed on January 31, 2024.

Shared Commitment Statement

With the vision of a hunger-free Western North Carolina, we the Partner Agency and MANNA FoodBank, commit ourselves to:

1. Work with unity of purpose toward the common goal to maximize the provision of safe and nutritious food resources to our communities
2. Collaborate at the county and regional level to coordinate services, share resources, and provide mutual support to best meet the needs of our communities
3. Provide a positive and equitable neighbor-centric experience; reducing the barriers of access to food for neighbors, and including neighbor feedback in decision-making

Non-Discrimination Statement

The Partner Agency agrees that it will not engage in discrimination, in the provision of service against any person because of race, color, sex, gender, age, citizenship, national origin, ancestry, disability, religion, political beliefs, marital status, familial status, housing status, sexual orientation, gender identity or expression, unfavorable discharge from the military or status as a protected veteran, if all or part of an individual's income is derived from any public assistance program, reprisal or retaliation for prior civil rights activity, or as otherwise prohibited under the current [USDA nondiscrimination statement](#).

SECTION 1: LIABILITY & RELEASE

The Food Bank, original donor, and Feeding America disclaim any warranties or representations, expressed or implied, as to the purity or fitness for consumption of all donated items.

Where the Food Bank has offered to solicit, maintain, and provide certain foods and related items as available to the Partner Agency, the Partner Agency warrants, represents, and guarantees as follows:

1. All donated product is accepted by the Partner Agency [in "as is" condition](#). Exceptions: Any produce with over 20% spoilage, any moldy product, any product containing pests or evidence of pests, any product with broken glass, jars or bottles with broken seals, or any product that is unfit for human consumption.
2. The Partner Agency accepts full responsibility for the purity and fitness for consumption of all donated products accepted.
3. The Partner Agency will serve or distribute product within three months.
4. The Partner Agency warrants and guarantees to indemnify, defend and hold the Food Bank, Feeding America, and the original donor harmless from all liabilities, claims, losses, causes of action, suits at law or in equity or any other obligation whatsoever arising out of, or attributed to, any action by the Partner Agency in connection with its conduct, conditions, or activities, in relation to the donated product supplied to it by the Food Bank.

SECTION 2: PARTNER AGENCY ELIGIBILITY

Eligibility to receive donated products from the Food Bank requires compliance with several operating, food safety, and IRS standards. The goal of these standards is to establish and maintain a credible, safe, and effective distribution system for donated products.

To qualify to receive food from MANNA FoodBank, a Partner Agency must affirm that the following criteria are true:

A. SERVICE AREA:

1. The Partner Agency agrees that it will only distribute products received from the Food Bank in the 16-county service area of MANNA FoodBank, which includes the Qualla Boundary, Avery, Buncombe, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Mitchell, Polk, Swain, Transylvania, and Yancey counties.
2. The Partner Agency also agrees that it will not distribute any Food Bank products for the purposes of international aid.
3. The Partner Agency agrees that it will only receive food from MANNA FoodBank and no other Feeding America Member Food Bank.

B. NONPROFIT STATUS:

1. **The Partner Agency must be a federally tax-exempt 501(c)3 charitable organization, wholly-owned by a 501(c)3 organization, or a Church/Religious Organization:** The Partner Agency confirms that it is incorporated as a 501(c)3 non-profit corporation or is considered a church as defined by the IRS, or is covered under the 501(c)3 of a larger religious association.
 - a. The 501(c)3 organization or Church must affirm such designation in writing, acknowledging the responsibility to enforce all provisions of this agreement with the Food Bank. Documentation accepted includes:
 - i. Current IRS determination letter where the address matches the address of the organization listed on the Agency agreement; or
 - ii. Current group exemption letter with a listing of the local Agency in the group exemption directory, a list of active local sites from the national/regional headquarters website, or a letter from the group exemption's headquarters or regional office attesting that the local organization is covered under their group exemption; or
 - iii. Current listing of the organization on IRS website section under Exempt Organizations Selection Check (Publication 78 data) indicating they are a Public Charity ("PC"); or
 - iv. Documentation of the organization's ability to meet the criteria established by the IRS to be considered a Church; or
 - v. A letter and signed fiscal sponsor agreement from the CEO or Board Chair of a qualified Agency indicating that it is the Agency sponsoring such program and assuming all responsibilities (fiscal and legal) for the sponsored organization. The Member will need both the sponsorship letter as well as clear, complete, and current

evidence of the sponsoring organization's exemption or Church status following criteria (i) through (iv) above.

- b. The 501(c)3 organization or Church must be programmatically, fiscally, and legally responsible for the donated product handling/distribution activities of the designated Partner Agency
 - c. Funds used to pay shared maintenance fees assessed by the Food Bank must come from the 501(c)3 organization or Church and not from the designated agent and all money received and disbursed in connection with the donated product handling/distribution activity will go through the fiscal books of the 501(c)3 organization or Church.
 - d. If the Partner Agency 501(c)3 or Church status changes, the Partner Agency agrees to notify MANNA FoodBank Agency Relations team of the change immediately and submit an updated determination letter of good standing from the IRS.
1. The Partner Agency may not be a private foundation, even if it has a 501(c)3 exemption.
 2. The Partner Agency must be incorporated for the purpose of serving the ill, needy, or infants (minors 0-18 years old) or be a Church, and place emphasis on serving neighbors in need.

C. OPERATIONAL REQUIREMENTS

1. The Partner Agency must distribute MANNA product free of charge and without requirements or requests such as volunteer hours, attendance or participation at an event or program, referrals, or presenting ID or documentation.
 - a. Need is to be self-determined, meaning if a neighbor attends a food distribution or meal that is sufficient evidence to declare their need. If referrals, documentation, or other requirements are necessary for other services, that cannot be a prerequisite to receive food.
 - b. If a Partner Agency only offers services to people within a certain geographic area or based on other criteria, then the first time a neighbor visits the Partner Agency, they should be given food regardless of criteria met. It is best practice to provide the neighbor [a list of](#) other MANNA [partners](#) they may visit in their own region to receive food next time.
 - c. The Partner Agency will neither offer for sale, sell, transfer, nor barter MANNA product in exchange for money, other properties, or services.
 - d. The Partner Agency will not use MANNA product for fund-raising purposes.
 - e. The Partner Agency also agrees that it will comply with the restrictions on the receipt, storage, use, and transfer of donated property, as described in [IRS Tax Code Section 170\(e\) 3](#). The Agency also agrees it will handle all product safely and properly in accordance with all applicable laws.
2. The Partner Agency agrees not to sub-distribute any items acquired from the Food Bank to any other organization, unless the following conditions are met:
 - a. Sub-distribution is allowed only to other MANNA FoodBank Partner Agencies in good standing. [Records of these transactions must be kept on file](#) and made available upon request.
 - b. Items may only be sub-distributed once. (Ensure agency is able to receive items before showing up with them).
 - c. All sub-distributed product must be handled in accordance with this Partner Agreement.

- d. All sub-distributed product must be tracked to ensure it is able to be recalled in accordance with MANNA's recall program.
 - e. All TCS foods must be must have temperatures taken and documented at the time of pickup and delivery. **"TCS Foods"**- Foods that must be **Time and Temperature Controlled for Safety** such as meat products, dairy, eggs, cut leafy greens, sliced melons and tomatoes, raw sprouts, fish and shellfish, cooked vegetables, potato dishes, and cream-based goods.
 - f. No fees may be charged in relation to sub-distributed products, including handling, delivery, transfer, or referral.
 - g. Food safety procedures must be adhered to at all times to ensure product integrity, including during transfer.
 - h. Any unsafe food handling or transportation practices must be reported to MANNA.
 - i. Product that is to be sub-distributed must be in excess of what the Partner will distribute and needs to be sub-distributed to maintain quality and/or be distributed while still safe for human consumption.
3. The Partner Agency agrees to support the operation of the Food Bank by contributing to the Shared Maintenance Fees (SMF) per pound of donated product, transportation, and value-added processes fees.
- a. The Shared Maintenance Fee (SMF) partially helps to maintain the Food Bank as a licensed and approved food inspection and warehouse distribution system. This SMF is assessed for certain types of donated food received by Partner Agencies. This fee does not apply to USDA products, CO-OP products, SAM, or produce. The SMF is set by the Food Bank but shall be no greater than 19 cents per pound. The SMF is subject to change and may be waived or reduced during designated emergency response periods.
 - b. The Partner Agency agrees that if it should choose to purchase non-donated products through MANNA FoodBank's Cooperative Buying Program ("CO-OP" or "CBPFP"), then it will pay the costs associated with that product.
 - c. The Partner Agency agrees that if it elects for mobile delivery, they will pay the transportation fees which are assessed at \$0.02 per pound of food. The transportation fee is subject to change and may be waived or reduced during designated emergency response periods.
 - d. The Partner Agency agrees that if a scheduled pick-up or delivery is missed, they will incur a \$25.00 restocking fee. Exceptions will be made for inclement weather, natural disasters, road closures, and emergencies.
4. The Partner Agency agrees to pay any applicable Shared Maintenance and/or handling fees (Value Added Processing, Delivery Charges, Transportation fees) for the products received from MANNA FoodBank within **30 calendar days of invoice**.
- a. Payment of fees must be paid via Partner Agency check and **must** include the Partner Agency name and agency reference number. Print the statement and submit it with your check. Cash payments or personal checks are not allowed.
 - b. Checks can be mailed or dropped off to: MANNA FoodBank 627, Swannanoa River Rd, Asheville, NC, 28805. Drop off payments by asking for the Bookkeeper, handing them to the Receptionist or Order Coordinator.
5. Partner Agency agrees to abide by ordering deadlines set each quarter by MANNA FoodBank and available in the eHarvest ordering portal at www.mannafoodbank.org. Partner Agencies acknowledge their responsibility in reviewing and following each month's ordering calendar.

6. The Partner Agency agrees to abide by [Ordering Policies and Procedures](#) set forth by MANNA. Any issues with order accuracy, pick-ups, or delivery will be referred to the direct Customer Service Line at 828.774.5895.
7. The Partner Agency agrees to adhere to any additional donor stipulations that may be required. If these stipulations exist, the Food Bank will provide a detailed explanation before releasing products.
8. The Partner Agency agrees to submit accurate and on-time reports of the number of individuals and households served for each program, and the amount of product received through Food Bank-enabled programs such as the Donor Agency Direct Match Program, and to attest to keeping an accurate record of inventory on hand through TEFAP.
9. The Partner Agency agrees to comply with the policies, procedures, and recordkeeping requirements of the Food Bank. This includes furnishing to the Food Bank any inspection reports or licenses issued by local, state, or federal authorities.
10. Open-to-the-Public Food Programs (public-serving meals and pantries) agree to have established regular hours for food distribution. To accommodate a variety of schedules, the Partner Agency must be open at least twice a month and adhere to regular, established distribution days and times, which are posted and visible to the community. The Partner also agrees to make documented efforts in community outreach to communicate their accessibility and availability. This includes advertising hours, self-declaration of need with no ID or documentation needed, and other pertinent program details on the agency website, front doors, road signage, social media, local media, etc. as applicable.

Exception: With written approval by the Food Bank staff, the Partner Agency may be available by appointment only or only host one distribution per month if the Partner Agency demonstrates significant accessibility and availability to meet recipients' needs. Furthermore, the Partner Agency must demonstrate exceptional effort in outreach in the Service Area to communicate their availability and accessibility. The Food Bank does however strongly encourage, open, established, and regular hours of operation.

11. The Partner Agency agrees to order at least once every three months (4x in a calendar year) to be deemed an active Partner Agency.
 - a. Programs that are unable to do so may be suspended or inactivated, and will not automatically receive annual membership renewal materials. Once deactivated, an agency must reapply for partnership. Depending on the nature of deactivation, an agency may not be eligible to reapply.
12. Partner Agency will sign the invoice to verify delivery or pick-up. All items are accepted in "as-is" condition. Any product discrepancies or damaged items must be reported to the Food Bank within one business day.
 - a. Entire cases of perishable product that are rotten, moldy, bruised, spoiled, or otherwise inedible may be rejected. Entire cases of nonperishable product that is busted or full of pests may also be rejected. Up to 20% spoilage is to be expected for produce. Partner Agencies have one business day to contact MANNA to report issues with their orders.

D. REPORTING

Agencies agree to submit accurate and timely statistical data about the number of neighbors served and the distribution of Food Bank products. Aggregate data reported to the Food Bank may be shared with community partners.

1. The Partner Agency agrees to submit reports monthly regardless of whether a distribution took place.

Reports are due on or before the seventh day of the following month. (Example: January 2023 neighbor statistics will be due by February 7, 2023.)

2. Programs that have not submitted complete and accurate reports by the stated deadline will not be able to order until their reporting is up to date.
3. Programs participating in USDA Programs, Retail Pickup, MANNA/Summer Packs, or MANNA Express will have additional reporting requirements.

E. FOOD SAFETY

The Partner Agency agrees to meet any applicable local, state, and federal health and safety requirements regarding the safe and proper handling, receiving, storage, transferring, and use of food. The Partner Agency is also responsible for ensuring program staff and volunteers are trained properly in hygiene, safe handling of food, and working with the public in a respectful manner. All food safe practices in the trainings must be followed.

1. **Food Safety Certification:** The Partner Agency agrees that all staff and volunteers who regularly handle food will maintain current appropriate certification on file with MANNA FoodBank in safe food handling.
 - a. When certification expires, the Partner Agency is responsible for fees associated with re-certification. Failure to recertify by the date of expiration may result in account suspension until remedied.
 - b. In the event of a staff or volunteer transition, food safety must be renewed within 60 days.

Minimum approved Food Safety training includes (by program type):

- a. **Food Prepared Off-Site by Neighbors/Pantry Programs:** MANNA FoodBank Food Safety Training for Pantries Certification (provided free of charge and digital on-demand).
 - b. **Food Prepared On-Site by Staff or Volunteers/Meal Programs:** ServSafe Food Managers Certification or other comparable safety training curriculums approved by the food bank, such as NC Safe Plates for Food Managers through NC Cooperative Extension. At least one staff or volunteer who supervises all meal preparation and service must hold this certification. If you have multiple sites, at least one supervisor per site must hold this certification. The MANNA FoodBank Food Safety Training for Pantries [video](#) may be used for all other staff and volunteers.
2. **Safe Loading and Transport of Product:** The Partner Agency agrees to assume responsibility for all MANNA product at the time the MANNA product leaves MANNA FoodBank facilities or vehicles.
 - a. The Partner Agency agrees to have adequate staff or volunteers on hand to load and unload MANNA product safely, including materials to safely secure food within the transport vehicle.
 - b. For the health and safety of community members receiving food, the Partner Agency will monitor that all frozen, perishable, and TCS [items](#) are being transported in a method that will maintain proper temperatures <https://www.mannafoodbank.org/wp-content/uploads/2022/10/TCS-Foods-Log.pdf> per required food safety training.
 - i. Partner Agency agrees to facilitate within 30 minutes of delivery or pick-up of all perishable products moved into their cooler and freezers to maintain the cold chain.
 - ii. For transport longer than 30 minutes, Agencies without refrigerated vehicles are

required to utilize coolers or thermal blankets to maintain proper food temperatures

- iii. TCS Foods, which are **Time and Temperature Controlled for Safety** to prevent the growth of harmful microorganisms or the formation of toxins, must have particular care taken to maintain temperature control during storage, transfer, and delivery, including:

- c. The Food Bank reserves the right to deny order pick-up. In the event the Food Bank denies a pick-up due to inadequate transportation, unsafe product transport, lack of temperature control methods, or volunteer support, the product will go back into Food Bank inventory unless the Agency reschedules their pickup within 3 business days and has corrected the original issue.

3. **Storage of MANNA Product:** The Partner Agency agrees that all storage and preparation of products received from MANNA FoodBank will only take place in a facility that has been inspected and approved by MANNA FoodBank. No food shall be prepared or stored in a private home.

- a. The Partner Agency agrees to distribute MANNA Product expediently and will not attempt to stock MANNA Product in a quantity greater than the Partner Agency can distribute within three months, following the “First In, First Out” distribution process.
- b. Food must be stored following the required food safety training protocol with the goal of reducing possibilities of spreading allergens, cross-contamination, and maintaining appropriate cold chain food temperatures at all times.
- c. No food shall be stored in an outdoor unit, such as an outdoor pantry box, that does not have temperature control, pest control, or that is not locked and monitored because this violates US Food Code due to unsafe practices. Ask the Agency Relations team for information on outdoor food storage lockers as a safe and acceptable alternative.
- d. All product must be stored at least 6 inches off the floor and away from the wall.
 - i. TEFAP product received from MANNA must be labeled and stored separately from non-TEFAP products. Only TEFAP-designated agencies will receive TEFAP product.
- e. The Partner Agency will maintain rodent and insect-free facilities appropriate for the safe and secure storage and handling of food. MANNA FoodBank requires contracting professional pest control services at least quarterly, but preferably monthly, to help maintain rodent and insect-free facilities. A recent invoice or contract from a licensed professional pest control company must be provided to the Agency Relations team by February 28, 2023, or the partner may face suspension.
- f. The Partner Agency will maintain thermometers in all refrigerators (41° or below) and freezers (0° or below) and record temperatures at least one time a week for each unit. Temperature logs must be maintained for two years. All food storage areas must be temperature-controlled and free of leaks. Dry storage temps should be maintained between 50° and 70° at all times.
 - i. TEFAP agencies are required to record temperatures 7 out of 7 days of the week.

4. **Recall Process:** The Partner Agency agrees to respond quickly and appropriately in the event of a product recall.

- a. **Voluntary Recall Process** – Partner Agency will be alerted to any voluntary recalls on the MANNA FoodBank website under the Partner Homepage, which will be linked in the Monthly MANNA Message email newsletter.

- i. Voluntary Recalls are for products that *may* have come through the MANNA warehouse via donation. Out of an abundance of caution, MANNA will share these recalls.
 - b. **Mandatory Recall Process** – Partner Agency will be alerted directly by the MANNA FoodBank team their designated primary contact email and phone, with the request for immediate confirmation that the email has been received within four hours.
 - i. The Partner Agency is responsible for communicating the product recall to their neighbors. Alerts to neighbors could include email, text, posts on social media, prominently displayed on website, radio announcement, and/or sign(s) at upcoming distributions. Partner Agencies should communicate the recall in the way that best reaches their neighbors, advising them to immediately throw away any affected product.
 - ii. Mandatory Recalls are for products that *have been confirmed* to have come through the MANNA warehouse.
5. **Fair Packaging and Labeling Act** – Prohibits the distribution of any food item or consumer commodities, such as personal care or household use items and pet foods, without a label, except whole intact fresh fruits and vegetables. Labels must contain:
- The common or usual name of the product
 - The name and place of business of the manufacturer, packer, or distributor
 - The net quantity of contents
 - The common or usual name of each ingredient, listed in descending order of prominence
 - i. The Partner Agency agrees not to distribute any food or household item without a proper label.
 - ii. The Partner Agency agrees not to distribute any home-canned or prepared goods, unless they are properly labeled AND come from a NCDA-inspected and certified kitchen.
6. **Repackaging Requirements-** Referring to the repackaging of any foods, personal care or household items, and pet foods.
- a. The Partner Agency agrees not to repackage any items, including food, household products and pet food, without documented permission from the Food Bank.

F. SERVICE REQUIREMENTS – ALL PARTNER AGENCIES

The Partner Agency will ensure the fair distribution of food while maintaining the civil rights and dignity of neighbors by agreeing to the following standards:

1. The Partner Agency will treat any recipient applications and written records as confidential material, keeping all intake forms and sign-in sheets on-site and in a locked and secure area or password protected on a computer. Neighbor information cannot be shared without the full documented consent of the neighbor, and cannot be a requirement in order to receive food. Software, such as Charity Tracker, may not be used to deny people access to food based on visits to other organizations or frequency of visits, or to police when or where they receive food.

2. The Partner Agency agrees to maintain a procedure for determining the final recipient of the product is “ill, needy, or children”.
 - a. MANNA’s Self-Declaration of Need sign is to be used by all open-to-the-public partners. Simply posting the Self-Declaration of Need sign satisfies this requirement- if a neighbor attends a distribution, they are automatically declaring they are in need.
 - b. The Partner Agency will not require a neighbor to provide a social security number or card or any other documentation related to citizenship to receive food from the Partner Agency. If a social security number is required to access other services at the Partner Agency, a neighbor cannot be turned away from receiving food if a social security number is not provided.
 - c. The Partner Agency agrees not to request or require any type of ID, social security cards or numbers, or other documentation or referrals in order to receive food.
3. Partner Agency Staff and Volunteers may receive or consume MANNA product along with neighbors under the following conditions:
 - a. **Food Consumed Off-Site/Pantry Programs:** Partner Agency Staff and Volunteers may receive MANNA Product, provided that (a) they do not receive special or prioritized access to the product; (b) they meet the Partner Agency’s general eligibility guidelines; (c) they go through the exact same process as all other recipients, including any applicable intake.
 - b. **Food Consumed On-Site/Meal:** Partner Agency Staff and Volunteers may join in the meal regardless of eligibility; provided that (a) they do not receive special or prioritized access to the product; and (b) greater than 50% of the neighbors served that day qualify as ill, needy, and/or children.
4. If a Partner Agency receives donations directly from a nationally affiliated Feeding America donor, such as Walmart, Food Lion, Sam’s Club, and/or Aldi; the Partner Agency agrees to abide by the specific procedures and record-keeping agreements related to these retail donations outlined by MANNA FoodBank. Agencies who participate in the Direct Retail Program must adhere to the annual Direct Retail Agreement and attend all required training.
5. The Partner Agency agrees that it will not withhold MANNA Product for:
 - a. Religious conversion or recruitment, and will not require that neighbors participate in religious activities to receive MANNA product. The Partner Agency agrees that it will distribute MANNA Product in the spirit of inclusion, regardless of religious affiliation.
 - b. Participation in programming to receive MANNA product. Any Partner Agency programming associated with distributions must be optional for neighbors. Any requirement, direct or indirect, to participate in programming to receive food is grounds for suspension.

SERVICE REQUIREMENTS – OPEN-TO-THE-PUBLIC ORGANIZATIONS

1. Open-to-the-Public programs (pantries, meal sites, and shelters serving the public) must be accessible and available to neighbors:
 - a. By telephone and with an email on file with the Food Bank. The Food Bank will share this information with the general public. If available, program hours must be listed on the outgoing message, and neighbor messages must be returned within 72 business hours to assure that members of the public can get the information they need. Repeated failed neighbor attempts to reach an Agency may result in suspension until the situation is rectified.
 - b. By keeping contact information and hours open up-to-date with MANNA by emailing the Agency Relations team with any changes or additions to distribution times.

- c. By being open during the hours they have on file at the Food Bank and must inform the Agency Relations team at the Food Bank in writing/email of any changes.
- d. By operating at regularly scheduled times; those service times must be posted publicly, whether on a website, front door, or a sign outside the facility.

SECTION 3: COMMUNICATION

Effective communication between MANNA FoodBank and Partner Agencies is essential to a strong partnership. MANNA will make every attempt to be available to our Partner Agencies and strives to respond to requests promptly, and Partner Agencies agree to:

1. The Partner Agency agrees to respond in a reasonably timely manner to MANNA communications, which may include emails, phone calls, or texts.
2. **Primary Contacts:** The Partner Agency must designate at least two people from its organization to serve as Food Bank contacts, and one individual as the primary contact. The contacts should include the Partner Agency's representatives who have decision-making authority over the food program.
 - a. Primary Contact: Must provide the Food Bank with a working email address and phone number with message-leaving capabilities. **The email should be monitored regularly (once per week minimum)** as this is how Food Bank will send recall notices, operational changes, site visit requests, and general Food Bank updates.
 - i. MANNA FoodBank primarily uses Constant Contact and sends emails from ar@mannafoodbank.org email address. Please add this email to your approved contacts so messages do not go to spam.
 - ii. Additional contacts can be added by emailing ar@mannafoodbank.org to add staff and volunteers to the MANNA Partner Agency email list.
 - b. The primary contact may designate and terminate authorized pick-up personnel and must do so in writing to the MANNA Distribution Manager. MANNA is NOT responsible for food ordered or picked up from unauthorized persons that should have been removed from the agency account or the fees incurred.
 - c. The primary contact is responsible for adding authorized users to the agency's eHarvest account and for ensuring that each individual accessing the account has a unique login.
 - i. For new partners, anyone designated to place orders is required to complete ordering training during the orientation process with Agency Relations staff, or using the self-paced video guides provided for established partner agencies, ordering orientation can be set up for new users anytime by emailing ar@mannafoodbank.org. Training PDF and video guides are also available on MANNA's website at <https://www.mannafoodbank.org/eharvest-training/>
 - d. The Partner Agency must notify Agency Relations staff immediately in writing via email of any changes in contact names, addresses, phone numbers, or changes in services provided (including days and times of distribution) or other relevant information. This information must be emailed to, at a minimum, both ar@mannafoodbank.org and to the [Agency Relations Manager for your zone](#).
 - e. Changes to feeding program leadership will require attending a MANNA Partner Orientation, reviewing any agency agreements in place, completing required food safety training, and generally reviewing the information on file for the partner agency to ensure accuracy. If the

Agency is participating in the direct retail, MANNA Express, Youth Programs, CSFP, or TEFAP programs additional training will be required.

3. **Logo:** MANNA FoodBank requires all of its Partner Agencies to display the official Partner Agency logo at all food distribution locations. If you need current logos and signage, please reach out to the Agency Relations team.
4. **Media Statements:** For media statements, MANNA requests that partner agencies acknowledge that they are a partner with MANNA FoodBank (please see recommended text below). Should the partnership between MANNA FoodBank and the Partner Agency be terminated, the Partner Agency must remove the MANNA FoodBank logo from all print material, Partner Agency webpage, and food distribution facilities.
 - a. Media Statement Language: AGENCY NAME partners with MANNA FoodBank the Feeding America affiliate food bank serving the 16 western-most counties including the Qualla Boundary of North Carolina. Visit MANNAFoodBank.org to learn more.
5. **Trainings & Meetings:** The Partner Agency agrees to attend all mandatory training and meetings announced by the Food Bank. Such training/meetings typically occur once or twice per year. The Partner Agency agrees further to make reasonable efforts to attend optional meetings and networking gatherings sponsored by the Food Bank.
 - a. In order to effectively communicate and acknowledge the requirements and changes found within this 2023 Agreement, a Partner Agency representative must attend, either virtually or in-person, a session on the highlights of this Agreement with the Compliance Manager by 3/31/23.
6. **Surveys:** MANNA FoodBank collects information from Agencies to improve planning and support to Agencies. Agencies agree to respond to the annual survey and participate in network surveys as they occur.
7. MANNA FoodBank reserves the right to update or modify this agreement as needed. In the event of Agreement updates or modifications, an addendum will be emailed to the primary contact of the Partner Agency, or may appear in the MANNA Message newsletter.

SECTION 4: COMPLIANCE

The Partner Agency monitoring process serves to ensure compliance with state and federal law, IRS tax code, as well as the current Partner Agency agreement which includes requirements by Feeding America. All in an effort to ensure safe food is being distributed to neighbors. Food Bank representatives will meet regularly with Agencies to periodically evaluate the Food Bank and Partner Agency relationship and to promote Partner Agency best practices. Monitoring will be done by on-site visits, with a pre-visit questionnaire required to be electronically submitted by an agency leader. This questionnaire, and a request to schedule a visit, will be sent via email to the primary email address on file.

1. The Partner Agency agrees to allow the Food Bank to monitor regularly at least once every two years, or more often at the Food Bank's discretion.
2. Requests to schedule compliance monitoring visits must be confirmed within 30 days of receipt. After multiple attempts to contact an agency regarding a monitoring visit; the agency will be suspended until the monitoring visit is completed. The Partner Agency will allow the Food Bank, donors, Feeding America representatives, and government agencies to monitor the Partner Agency at its discretion, and to inspect and audit all facilities and vehicles where products received from MANNA FoodBank are received, stored, and distributed, with or without notice.

- a. A Secret Shopper program has been developed in order to promote best practices and ensure positive neighbor experiences.
3. The Partner Agency agrees that it will only receive and/or store product from MANNA FoodBank at multiple locations if: 1) all locations individually meet the requirements of this agreement, 2) have been inspected and, 3) are approved by MANNA FoodBank before receiving and distributing food. This includes MANNA Express locations.
 - a. Programs that change the location of their food storage, preparation, or distribution must first have that space inspected and approved by the Food Bank before receiving MANNA product. Failure to notify the Agency Relations team of such a change may result in immediate suspension.

A. SUSPENSION POLICY AND PROCEDURE

The Partner Agency may be placed on suspension if found in violation of the Agreement, for food safety offenses, lack of account activity, etc. Notification of suspension will be in writing via email to the primary contact from MANNA FoodBank. The length of the suspension period is at the discretion of the Agency Relations team, but will generally not exceed 3 months. For more minor compliance issues that are easily corrected, the partner will generally be given an opportunity to immediately correct the issue before moving to suspension.

The purpose of this suspension period is to place a Partner Agency on notice to bring its program into compliance or terminate partnership. Partner Agencies may receive a corrective action letter via email detailing violations.

The Partner Agency may be put on suspension for the following reasons, but not limited to:

- There is improper storage, refrigeration, or transportation of the product.
- Neighbor complaints regarding access and equity in receiving product in a fair manner.
- Violating the Non-Discrimination or Shared Commitment Statements.
- The Partner Agency is persistently delinquent in payment of statements for the past 60+ days.
- There is inadequate recordkeeping as required by the Agreement; including, but not limited to, monthly neighbor statistics reporting or weekly temperature logs for all refrigerator or freezer units.
- The Partner Agency is found distributing donated product to unqualified recipients or sub-distributing items in a manner not consistent with this agreement, or the Donor Agency Direct Match Program Agreement.
- The Partner Agency is out of compliance on food safety matters.
- There is no accessible evidence to indicate to Food Bank personnel how the Partner Agency operates in serving the ill, needy, or infants (minor children 0-18 years old.)
- Partner Agency contacts fail to communicate or respond to the Food Bank promptly after multiple attempts.
- Any other reason found by the Agency Relations team that violates the spirit of the Agreement and agreements.
- Using the donated product in a manner that is not related to the exempt purposes described in section 170(e)3 of the Internal Revenue Code and violating the Food Bank's and Partner Agency's 501(c)3 status.

Upon suspension, a Partner Agency loses its rights and privileges of membership including access to product, including retail donations, MANNA Express, and other programs. The Partner Agency's suspension terminates when the Partner Agency rectifies the violation(s) to the satisfaction of the Agency Relations team, or when the partnership is terminated by either the Food Bank or the Partner Agency. This may include a monitoring visit from a Food Bank representative before any decision. The final decision regarding reinstatement or termination

will be that of the Director of Agency Relations, Agency Relations Manager, or Commodities Coordinator and will be in writing via email.

B. TERMINATION POLICY AND PROCEDURE

This Agreement may be terminated as follows:

1. The Partner Agency may terminate this Agreement by providing written notice to the Agency Relations team, and confirming receipt of such a decision. Upon termination of the agreement, the Partner Agency agrees to pay MANNA FoodBank any fees for product received before termination and to return any property or equipment on loan from the Food Bank.
2. The Food Bank may terminate this Agreement with or without cause, at any time. Termination will be provided by written notice to the primary contact indicated on the Partner Agency account. Termination will include the deactivation of the Partner Agency account with the Food Bank.

Termination may occur after the Partner Agency has been placed on suspension as defined above, and the violations leading to suspension have not been rectified; and/or if the Partner Agency Agreement violations, local, state, or federal law violations are so egregious as to merit immediate termination, as determined by MANNA FoodBank.

3. Changes to the law, or Feeding America, or Food Bank policy eliminate the eligibility of the Partner Agency.

MANNA FoodBank reserves the right to alter or change the Non-Compliance Policies as it deems necessary and must notify agencies of those changes. Publication in the Partner Agency Newsletter will be considered sufficient notice.

C. GRIEVANCE PROCEDURE

Agencies may voice concerns or appeal any decisions made by Food Bank personnel. Place your concerns in writing and send them to the Director of Agency Relations at MANNA FoodBank, ar@mannafoodbank.org. Appeals will be heard by the Director of Agency Relations and/or Chief Operating Officer.

SECTION 5: DISASTER RESPONSE

In the event of bad weather, disaster or emergency MANNA FoodBank has full rights to alter the Partner Agency Agreement at will to move MANNA product to areas of high need. MANNA FoodBank will communicate any shifts in operations to agencies via email in the MANNA Message. If specific Partner Agency orders are impacted, MANNA FoodBank will reach out directly to the primary contact of the Partner Agency.

SECTION 6: 2023 DONOR AGENCY DIRECT MATCH PROGRAM AGREEMENT

The Donor Agency Direct Match Program (Retail Program) is a partnership between Feeding America and corporate grocery partners. Each of these grocery chains and retail outlets has designated that local Feeding America Food Banks and their Partner Agencies are eligible to receive donations of food and non-food items that do not meet grocery store commercial standards but are still safe to be consumed, as long as store donation program guidelines strictly adhere. MANNA FoodBank is responsible to Feeding America and these

grocery store chains for safeguarding that all food donations made through this program are handled and accounted for with the highest level of food safety, accountability, and integrity. The following outlined Partner Agency Responsibilities are crucial for ensuring that MANNA FoodBank and Partner Agencies comply with national donation programs.

A Partner Agency may apply and once approved participate in the Donor Agency Direct Match Program (Retail Program), upon approval, the Partner Agency agrees to the following:

A. Participating Partner Agency Responsibilities

1. **Good Standing:** Partner Agencies are required to remain in good standing with MANNA regarding food safety certification, site visit inspections, ordering requirements, partner agency monthly reports and, TEFAP reporting and training (if applicable) to remain participating in the Donor Agency Direct Match Program.
2. **Assigned Pick-ups:** Partner Agencies may only pick up donations from MANNA Foodbank's retail partners if the agency has been authorized first by MANNA. Partner Agencies will need to undergo all the necessary training before their first retail donation pick-up.
3. **Adhere to Schedule:** Partner Agencies are responsible for picking up on their scheduled day(s). If assigned agency cannot pick up on their scheduled day, they must notify the store as far in advance as possible and speak to the appropriate store employee and then contact MANNA for assistance. If assigned agency is going to be closed for holidays or other planned reasons, arrangements must be made prior with MANNA.
4. **Safe Food Handling:** Partner Agencies picking up refrigerated or frozen items such as meat, produce, dairy, and deli items are required to keep these items cool during transport and storage. Approved devices include temperature-controlled coolers, thermal blankets, or active temperature devices (i.e., refrigerated truck/unit). Partner agencies are responsible for acquiring and maintaining these devices. If an agency has a hardship in obtaining these items, they should contact MANNA's Food Sourcing Coordinator for possible assistance. Retail donors DO reserve the right to refuse donations to agencies if they feel any food safety concerns. Food safety is a serious issue, and if proper food safety guidelines are not being followed, the assigned agency can be at risk for immediate removal from the donation program.
5. **Food Safety Certification:** All staff and volunteers who handle retail food are now required to take MANNA's Food Safety Training (FST), and the quiz to be certified.
6. **Food Safety Recording:** Partner agencies picking up refrigerated or frozen items such as meat or dairy/deli items must use an infrared thermometer to record temperatures both at the store and back at the agency site. All agencies will be issued infrared thermometers, logs and training on how to take temperatures correctly.
7. **Product Received in Entirety:** Partner Agencies agree to take the entire donations that the retailers donate; cherry-picking of the product is prohibited. It is essential to understand that participating in the Donor Agency Direct Match Program is not the same as placing an order with MANNA. You must take all donated items, and please note; there may be times when produce is unusable. Store employees strive to ensure that all donated product is consumable. However, there could be times when retailers may include non-consumable produce with donations. Please reach out to the Food Sourcing Coordinator with questions about these donations. Suppose assigned agencies are throwing away more produce than they are distributing. In that case, the agency is to contact MANNA immediately, and MANNA will speak to the store to help resolve the issue.
8. **Weighing of Donations:** ALL DONATIONS MUST BE WEIGHED IN USING A SCALE estimation is not allowed.
9. **Use of Product:** The assigned agency must use all products to feed the needy, ill, or infants. No food or other donated products will be sold, bartered, traded, or otherwise exchanged for cash or services. Sub-distributing to other MANNA Partner Agencies is allowable with proper documentation. Any agency found doing so will be terminated from the program and possibly from the partnership with MANNA.
10. **Identification:** If identification as a MANNA Retail Program Partner is required by the retail partner,

the agency partner should contact MANNA for a letter of partnership.

11. Reporting: Partner Agencies are responsible for documenting the weight of each direct pick-up and reporting online via the MANNA FoodBank agency portal at the end of the week or month depending on the frequency of their pick-up schedule.
12. Failure to Report on Time: Partner Agencies with more than three documented late reports per year will be at risk of being removed from the program at the discretion of MANNA.
13. Designated Contact Person: Partner Agencies assigned to stores agree to provide a point of contact as well as a back-up contact for store management to call for pick-up scheduling or other needs.
14. Notification of Changes: Partner Agencies are responsible and agree to contact MANNA when any of their contact information for the Donor Agency Direct Match Program changes.
15. Schedule Changes: Partner Agency agrees that before any pick-up schedule changes, they will notify MANNA prior.
16. Annual Renewal of this Agreement: The Donor Agency, Direct Match agreement in addition to MANNA Partner Agreement, must be renewed annually.
17. Addressing Issues: Partner Agencies should contact MANNA immediately regarding any issues with the retail donor partner.
18. The signing of the Direct Retail Agreement: Partner Agencies agree to abide by the responsibilities and requirements outlined within this Agreement.
19. Termination of Agreement: The Partner Agency or MANNA can terminate this Agreement with or without cause, at any time. Notification of termination can be written notice and confirming receipt of such a decision. If an agency is suspended, they may not pick-up donations until the issues leading to suspension are rectified. Upon account deactivation or termination of partnership an agency may no longer receive food from retail partners effective immediately.

A. Donor Agency Direct Match Program Reporting

1. Accurate and timely reporting is a highly fundamental piece of this program. MANNA FoodBank is required by Feeding America and each retail chain to submit regular and accurate donation reports for each of their stores located in our service area. Partner Agency representatives are responsible for tracking the donated product received directly from their designated store and submitting this information to MANNA every month.
2. **Monthly reports are due to MANNA at the end of each month or after the last pick-up of the month**
 - i. There will be two times a year when the reports must be submitted by the end of the month due to our inventory counts- the months are June and December.
 - ii. Partner Agencies are required to report through eHarvest the number of pounds for each category and retailer the pickup pounds by the last business day of each month. Partner Agency must report pickup pounds for each month
 - iii. Partner Agencies that are covering pickups for other agencies normally assigned to these pickups (during closures, holidays, etc.) agree to report pounds from that pick up, and Must email these pounds recovered by the next day to the food sourcing coordinator.

AGREEMENT GLOSSARY

“MANNA FoodBank” or– Mountain Area Nutritional Needs Alliance (MANNA); a Feeding America member Food Bank serving the 16 western-most counties in North Carolina and the Qualla Boundary including Avery, Buncombe, Clay, Cherokee, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Mitchell, Polk, Swain, Transylvania, and Yancey.

“Food Bank”- A food bank is a non-profit that safely stores millions of pounds of food that will soon be delivered to local food programs, like a food pantry. A food bank has many sources of food, including national retailers, local grocery stores, large and small farms, packing houses, Feeding America, purchased food, USDA, food drives, and other donors.

“Partner Agency” – A 501c3 nonprofit or eligible Church that formally partners with MANNA FoodBank to serve food to those in need in Western North Carolina. The formal partnership includes, but is not limited to, the signing of this annual agreement.

“Neighbors” – Individuals and households who receive food through a Partner Agency and MANNA FoodBank

“Feeding America” – The national organization of member Food Banks to which MANNA belongs and has agreed to follow the set standards of food safety and food banking best practices.

“MANNA product” refers to all food and non-food items obtained either directly from MANNA FoodBank, or through a partnership made possible by partnering with MANNA FoodBank, including Local Donations from Feeding America National Donors, such as Walmart, Food Lion, Sam’s Club, Frito Lay, Sara Lee, Publix, Dollar General, Fresh Market, etc.

“Emergency Feeding Program” or “Public Site”– Public-serving Partner Agencies; could include meal sites, pantry feeding programs, and/or shelters

“On-Site” or “Private Site”– Private Partner Agencies who serve a specific community and are not open to the public; could include meal sites, pantry feeding programs, residential treatment facilities, and/or shelters.

“Food Pantry” – Food distribution program that gives food to neighbors in need to take-away and prepare meals on their own. Food may be sourced through partnership with a food bank.

“Meal Site” – Food programs that prepare cooked meals for neighbors

“USDA products” (TEFAP/ CSFP)- foods procured from the partnership with USDA and NCDCA, usually The Emergency Food Assistance Program (TEFAP) or Commodities Supplemental Food Program (CSFP). Government commodity foods are only available to eligible partner agencies who have a separate signed agreement on file with MANNA, as well as documented additional annual training and compliance monitoring.

“CO-OP products” or “CBPFP”- Cooperative Buying Program Food Products, these are staple items MANNA purchases in bulk and offers to partners at a reasonable price.

“Donated Product”- product donated in accordance with section 170(e)(3) of IRS tax code for purpose of supporting the ill, needy, or infants

“IRS Code 170(e)(3)” – Defines the enhanced tax deduction for which donors are eligible if the donation is used according to regulations, the organizations eligible to receive these donations, and allowable uses of these donations (for care of ill, needy or infants - predominant focus on use by needy individuals)

“SNAP” or **“FNS”**- State Nutrition Assistance Program; formally known as “Food and Nutrition Services” in North Carolina

“SAM”- State-Appropriated Money

“eHarvest”- The online software portal on MANNA’s website that Partner Agencies use to do all ordering, reporting, and general account management.

“Suspension”- A Partner Agency has outstanding compliance issues to resolve and the account is locked during this time, meaning no orders may be placed, and participation in all programs is on hold.

“Termination”- The partnership agreement between the Partner Agency and the Food Bank has been dissolved and the account has been deactivated.

“TCS Foods”- Foods that must be **T**ime and **T**emperature **C**ontrolled for **S**afety such as meat products, dairy, eggs, cut leafy greens, sliced melons and tomatoes, raw sprouts, fish and shellfish, cooked vegetables, potato dishes, and cream-based goods.