

**SECOND HARVEST HEARTLAND FOOD RESCUE AGENCY PARTNERSHIP AGREEMENT**

**Food Rescue Agreement Statements**

**This Food Rescue Partnership Agreement is between Second Harvest Heartland (SHH) and the Partner Agency/Partner Programs stated below:**

Program Number	Program Name	Direct Drop/Agency Collection

*If any of the information above is not accurate, please contact SHH Agency Relations at [agencies@2harvest.org](mailto:agencies@2harvest.org) or 651-209-7990.*

**Food Rescue Partnership Requirements**

**This Partnership Agreement states the criteria to which both Partner Agencies (and all applicable programs) and SHH will comply. This Agreement is valid from July 1, 2021, to October 31, 2022.**

<b>Partner Agency Commitments:</b>	<b>Second Harvest Heartland Commitments:</b>
<p>Food/Products obtained through food rescue will only be distributed to clients of approved Partner Programs under that Partner Agency and will only be stored, prepared, or distributed/served at locations authorized by a site visit or other form of written approval from SHH. Only with prior approval from SHH is a Partner Agency allowed to redistribute food/product to another SHH Partner Agency to address instances of potential waste. Food/product redistributed to another SHH Partner Agency must be tracked to effectively manage recalls and stats reporting. The tracking documents must be kept for 2 years. Contact Agency Relations to complete the sub-distribution partnership agreement.</p> <p>Will have at least one staff or volunteer per Partner Agency or Program site complete Food Safety training that has been approved by, or offered by, Second Harvest Heartland and as already required under the SHH Partnership Agreement. This individual will share the required practices for Food Safety with other staff and volunteers at the Partner Agency or Program. Will provide staff and volunteer support to</p>	<p>Will provide support and consultation to Partner Agencies regarding, but not limited to:</p> <ul style="list-style-type: none"> <li>- Strategizing ways to reduce waste</li> <li>- Determining Approval for Product Redistribution</li> <li>- Engaging Food Rescue resources</li> </ul> <p>Will work to distribute Food Rescue resources as equitably as possible through direct Agency-to-store collections as well as to Partner Agencies throughout the greater SHH service area.</p> <p>Will ensure that appropriate SHH staff are trained in food safety on an ongoing basis. All Food Rescue staff will hold a ServSafe Food Handlers for Food Banking certification with Second Harvest Heartland.</p> <p>Will provide ongoing materials and resources to partner agency to assist in the training of their staff and volunteers.</p> <p>Will continue to hold the primary relationship with the retail donors and drive program engagement with store leadership and staff.</p>

<p>participate in food rescue activities safely and effectively, including the culling and storage of product.</p> <p>Will be responsible for sorting through food rescue donations and discarding waste, with an expectation of no more than an average of 15%.</p>	<p>Will arrange stewardship events with donors to review the program, provide data, feedback, and strengthen the relationship.</p> <p>Will perform regular store visits to monitor compliance, communicate program changes and refresh the program with store leadership.</p> <p>Will respond to issues of quality and process with retail donors, including volumes of waste exceeding 15% to increase donation quality for the dignity of those we serve.</p>
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**Food Safety Expectations and the [Bill Emerson Good Samaritan Act](#):**  
 The Bill Emerson Good Samaritan Act ensures that we, as food providers to people in need, are protected from potential liability, were someone to be harmed from the products we provided, IF we are acting “in good faith.” “Good faith” means that we are being proactive in managing recalls, meeting standard food safety practices, and ensuring that volunteers and staff are trained in food safety as relevant to the type of food program.

<p><b>Partner Agency Commitments:</b></p>	<p><b>Second Harvest Heartland Commitments:</b></p>
<p>Appropriate precautions (e.g., using freezer blankets or coolers with ice packs) for the safe transportation of refrigerated, frozen and hot food/product will be utilized by Partner Agencies and Programs transporting food/product from SHH facilities, retail donors, and between Partner Agency or Program sites. The Partner Agency will keep temperature logs from transporting product for at least one year and make them available during site visits.</p>	<p>Will review appropriate precautions in the safe transport of food from retail donors and between Partner Agency or Program sites and provide appropriate <a href="#">safe transport log</a>.</p>

**Partnership Expectations:**  
 As we work together to rescue unsold consumables from the local and national retail donors, we will comply with certain best practices that will ensure our effectiveness and continue to strengthen the three-pronged food rescue partnership between Second Harvest Heartland, our Partner Agencies, and the Retail Donor.

**FOOD RESCUE AGENCY COLLECTIONS**

<p><b>Partner Agency Commitments:</b></p>	<p><b>Second Harvest Heartland Commitments:</b></p>
<p>Staff or volunteers directly involved in executing the food rescue responsibilities will complete an orientation prior to first collection, and/or as soon as possible as part of onboarding into the role. Will notify the Food Rescue Specialist when key Food Rescue staff and volunteers have assumed new roles.</p>	<p>Will conduct retail Food Rescue orientation for and prepare store for Partner Agency Food Rescue collections prior to first collection, and/or as key staff and volunteers assume new roles. As each donor is different, Second Harvest Heartland will develop and provide retail donation guidelines and collection expectations for both retailer and Partner Agency. Food Rescue Specialist will follow up initial collection with Partner Agency and retail</p>

<p>Will adhere to no less than the minimum collection as required by Second Harvest Heartland and the retailer. The Partner Agency is responsible to arrange for the continuation of collections in the event their food rescue driver is unable to carry out the collections.</p> <p>Will maintain a positive relationship between store and Partner Agency, volunteers, and staff. Will join SHH Food Rescue Specialist on visits or recognition events as able.</p> <p>Agrees to allow joint collections of retailers with another partner agency, if minimum number of collections are not being met. The existing Partner Agency will be given first consideration for any additional days of collection before implementing the shared partnership.</p> <p>Will resolve basic issues at the store.</p> <p>Will provide adequate information to allow the store to contact Partner Agency in the case of an urgent matter.</p> <p>Will communicate to the retailer any temporary changes to the collection schedule due to events and holidays one week prior to change and communicate unexpected delays or cancellations due to illness or vehicle breakdowns as soon as possible.</p> <p>Will respond to any collection-related issues from either store or Food Rescue Specialist by correcting issue or working them out with store staff.</p> <p>Will discuss any permanent change to the collection schedule at any retailer with Food Rescue Specialist before implementing and allow the Food Rescue Specialist a reasonable timeframe of 30 days to notify store or affect positive change at the store if necessary.</p> <p><b>MONTHLY FOOD RESCUE STATISTICS:</b> Will weigh donations separately by category, upon receipt and record poundage monthly into <a href="#">MealConnect</a> (bakery, dairy, prepared/perishables,</p>	<p>donor to ensure a seamless transition.</p> <p>Will support Partner Agency in donor stewardship at the store by providing engagement opportunities and food rescue program updates as SHH receives them.</p> <p>Will provide periodic food rescue reports and opportunities to review Partner Agency's food rescue engagement.</p> <p>Will pair store and agency partnerships with respect to geographical consideration, agency capacity and any preexisting retail donor relationships when possible.</p> <p>Will assist Partner Agency in responding to unresolved store issues as requested.</p> <p>Will provide Partner Agency with best means of contacting the store.</p> <p>Will notify store of long-term changes to the collection schedule or collecting Partner Agency.</p> <p>Agrees to allow 30 days for Partner Agency to correct any collection-related issues with retail donor and offer assistance and/or opportunity to engage at the store with the Food Rescue Specialist as needed.</p> <p>Agrees to dedicate 30 days to positively affect change at any retailer where the Partner Agency has requested a reduction in the collection schedule.</p> <p><b>MONTHLY FOOD RESCUE STATISTICS:</b> Will offer support and resources for the weighing and tracking of food rescue product by category and provide access to MealConnect for the purpose of stats reporting.</p> <p>Will submit required MealConnect reported poundage monthly to Feeding America and donor, by store and category. Reports provided to donors are used to ensure their compliance with 170e3 IRS tax requirements and as outlined on page 1 of SHH Partnership Agreement.</p>
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<p>mix/dry, meat, produce, non-food), no later than the 10th of the month following collection.</p> <p><b>TERMS OF AGENCY COLLECTION:</b> SHH reserves the right to suspend or terminate a Partner Agency retail collection for non-compliance of this Food Rescue Agreement after all efforts for improvement have been exhausted.</p> <p>SHH and Partner Agency will jointly design a plan to remedy non-compliance findings, complete with actions and timeline.</p>	<p><b>TERMS OF AGENCY COLLECTION:</b> Partner Agencies agree to grant a 30-day notice before vacating a donor relationship to allow SHH time to affect positive outcome or find a new collector.</p> <p>SHH and Partner Agency will jointly design a plan to remedy non-compliance findings, complete with actions and timeline.</p>
<b>FOOD RESCUE DIRECT DROPS</b>	
<p><b>Partner Agency Commitments:</b></p> <p>Staff or volunteers directly involved in coordinating the food rescue responsibilities will complete an orientation prior to receiving first delivery, and/or as soon as possible as part of onboarding into a new role. Will notify the Food Rescue Specialist when key Food Rescue staff and volunteers have assumed new roles.</p> <p>Will ensure a program representative is available to receive the product during the agreed-upon delivery schedule.</p> <p>Will communicate known closures due to holidays or other events no later than 30 days prior to closure. (<a href="mailto:orders@2harvest.org">orders@2harvest.org</a>; 651-209-7990)</p> <p>Will communicate unexpected changes to the delivery schedule or delivery window due to such things as emergency facility closure as soon as possible. (<a href="mailto:orders@2harvest.org">orders@2harvest.org</a>; 651-209-7990)</p> <p>Will grant a Food Rescue Specialist 30 days to affect positive outcome in product quality and/or quantity before requesting a permanent change on the fleet route.</p> <p><b>DELIVERY:</b> Agrees to accept all edible products intended for</p>	<p><b>Second Harvest Heartland Commitments:</b></p> <p>Will provide required Direct Drop orientation, including the culling and sorting of food rescue product, prior to first delivery, and/or as key staff and volunteers assume new roles. A Food Rescue Specialist will provide culling and sorting resource materials and attend initial delivery to provide in-person guidance.</p> <p>Will ensure safe transport of food/product delivered to Partner Agencies within the delivery window.</p> <p>Will communicate known closures due to holidays or other events within 30 days prior to closure.</p> <p>Will communicate changes to the delivery schedule due to such things as truck breakdowns or weather as soon as possible.</p> <p>Will dedicate 30 days on improvement of quality or quantity following a request to do so by Partner Agency.</p> <p><b>DELIVERY:</b> Will collect and deliver all edible product in all categories, including bakery, dairy, deli, dry, meat and produce, provided total weight falls within the agreed-upon volume. Any changes to this policy will be authorized by Agency Relations prior to the time of delivery.</p> <p>Food Rescue Driver will ensure safe delivery of</p>

<p>their Food Rescue Direct Drop, including bakery, dairy, deli, dry, meat, and produce provided total weight falls within agreed-upon volume, unless prearranged by Agency Relations. Shopping from product on the truck is not allowed.</p> <p>Driver is not authorized to allow non-SHH staff to step into the trailer or operate pallet equipment. Driver has the authority to direct foot traffic in vicinity of the truck and pallet equipment for the safety of all.</p> <p><b>FINANCIAL:</b> Will agree to pay a delivery fee to SHH at prevailing rates, when receiving deliveries.</p> <p><b>TERMS OF FOOD RESCUE DIRECT DROP:</b> SHH reserves the right to suspend or terminate a Food Rescue Direct Drop for non-compliance of this Food Rescue Agreement after all efforts for improvement have been exhausted.</p> <p>SHH and Partner Agency will jointly design a plan to remedy non-compliance findings, complete with actions and timeline.</p>	<p>food by managing foot traffic in the vicinity of truck, trailer, and pallet equipment.</p> <p><b>FINANCIAL:</b> Will provide invoices and statements to Partner Agency.</p> <p>Will provide 90 days' written notice to any changes in delivery fees.</p> <p><b>TERMS OF FOOD RESCUE DIRECT DROP:</b> Partner Agencies agree to grant a 30-day notice prior to termination of the Food Rescue Direct Drop to allow SHH time to affect positive outcome and/or find a replacement outlet for the product.</p> <p>SHH and Partner Agency will jointly design a plan to remedy non-compliance findings, complete with actions and timeline.</p>
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**On behalf of the Partner Agency and Partner Programs listed on this Partnership Agreement, I accept and agree to abide by all the above terms and conditions.**

Agency Number	Agency Name
Signature of Partner Agency Director/Executive Director	Date
Print Name & title	Email Address

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Signature of Second Harvest Heartland  
Representative

Date

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Print Name & Title