2026 Partner Agency Agreement

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

By electing to join this, we choose to collaboratively engage in actions that advance the expressed aspirations of people facing hunger.

1. Guiding Principles

To ensure we operate in a way that fosters the experience of the communities we serve, we agree to the following guiding principles.

1.1 People facing hunger are at the center of all we do.

1.2 We preserve the dignity of people facing hunger.

1.3 We work to increase people facing hunger's access to nutritious and culturally preferred foods and resources.

1.4 We strive to act as a coordinated network to serve people facing hunger, no matter their geographic location or circumstance.

1.5 We foster pathways for people facing hunger to engage in the movement to end hunger.

1.6 We commit to open, respectful communication. We cultivate trust with each other. We listen with empathy.

1.7 We value adaptations and choices aligned with the needs and strengths of local communities.

1.8 We make room for mistakes while striving to learn and continually improve.

1.9 We take conscientious care of the resources entrusted to us including food, funds, information, and community trust.

2. Network Goals

Network Goals are the mutually agreed upon strategies, decisions, behaviors and actions to guide our approach to supporting the community.

2.1 No one should go hungry, ever.

2.2 We strive to both provide access to food AND foster collaborative solutions with partners in and out of our Network to address hunger's root causes.

2.3 Equity is at the core of ending hunger and that when we intentionally address inequities faced by people most impacted by food insecurity, everyone facing hunger benefits.

2.4 People facing hunger best understand the realities of food insecurity.

3. Food Flow

Regional Food Bank will:

3.1 Seek out and develop food resource opportunities to increase food supplies available to the Food Share's network of Agencies.

3.2 Provide food and other products on a regular schedule, according to the Food Share's priority system and/or product perishability.

3.3 Follow all food storage and recordkeeping standards in accordance with federal, state, and local government, Feeding America, and donor requirements.

3.4 Notify the Agency of any known donor-imposed conditions prior to an Agency taking possession of the product. Notify Agency within 24 hours if informed of such conditions by primary donor after distribution to Agency has occurred.

3.5 Provide Agency two working days from receipt of product to inspect the product provided by the Food Share. In the event the Agency does not notify the Food Share it shall be considered accepted as is.

3.6 Provide Agency with information regarding any applicable service fees.

Partner Agency will:

3.6 Receive, store, transfer, use and handle Product safely and properly in accordance with applicable law. Assume all responsibility for the evaluation, safe handling, and timely distribution and/or use of products accepted from the Food Share and all sources.

3.7 Distribute food received from the Food Share within 90 days of receipt. Food is intended for timely distribution to clients. Agency may not stockpile donated food unless it is part of a disaster preparedness plan approved in writing by the Food Share.

3.8 Provide donors with a receipt that conforms to the requirements of the IRS.

3.9 Adhere to additional donor stipulations.

3.10 Acknowledge that the original donor, OFB, the Food Share, and Feeding America offer no express warranties in relation to the Donated Product

3.11 Comply with Section 170(e)(3) and other requirements for use and distribution of Donated Product.

3.12 Not sell or use food or other products in exchange for money, other property, or services. Such activity is prohibited under IRS Code Section 107(e)(3).

3.12.a Bartering includes use of product as an incentive to volunteer, or as an incentive for people facing hunger or partners to participate in programming, surveys, or activities not directly related to the distribution of product.

3.12.b If the Agency operates a program that requires a fee, payment or other exchange of service for participation, that program must be separate in time or location from the food distribution program and cannot use food or other products donated for the food distribution program.

3.13 Not distribute food to non-Network agencies. Prior to sharing food, confirm with the Food Share that the distribution is allowable. This includes any food stream intended for distribution through the agency's food program (donated, purchased, Fresh Alliance, etc) (See Appendix A for requirements).

3.14 Consult with the Food Share prior to accepting donation of perishable products from retail and hospitality sources (restaurant, catering, etc.) and follow food handling standards for donations from retail and hospitality (see OFB Food Storage, Handling and Safety Practices Manual). Agency will sign additional agreements if needed for accessing retail and hospitality products.

3.14.a Agency must receive written permission from the Food Share before receiving product from Fresh Alliance donors. A list of these donors is available through the Food Share. If recovering product from Fresh Alliance donors, the Agency will sign and adhere to the Fresh Alliance Agreement, which is available through the Food Share.

3.14.b Agency must report pounds of product received from Fresh Alliance donors and any other donors required by the Food Share on MealConnect. A list of these donors is available through the Food Share. Pounds of product received from all other donors must be reported on Primarius Web Window (PWW).

3.15 Donated non-food products may not be used for agency operations and upkeep. All donated products (food and non-food) are intended for program recipients only and may not be used for agency operations, staff or volunteer consumption, volunteer recognition, fundraisers, events or additional programs such as thrift stores. Any products to be used for those purposes must be solicited and donated separately from food and products intended for use in the food distribution program. Receipts for that product must not state or imply that the donation is intended for distribution through the food assistance program.

3.15.a Agency may use donated product for cooking demonstrations or sampling and tasting by the program participants. Agency staff or volunteers may also taste and sample foods to increase their familiarity with the product to be in a better position to advise program participants about their use.

3.15.b Agency staff or volunteers may share meals with program participants (meal sites only) if the meal is shared as part of their engagement with the

program participants (at the same table) and only if the food is leftover - ensuring that all program participants are served.

3.16 Designate a "recall contact" to assist the Food Share in follow-up on recall notices forwarded by Feeding America and the Food Share. Partner Agency will inform the Food Share of any changes to the recall contact.

3.17 Cooperate with the Food Share in food and fund solicitation activities in the Agency's designated service area if requested.

3.18 Agency will pay any applicable handling fees assessed by the Regional Food Bank.

4. Program Operations

Regional Food Bank will:

4.1 Provide support, training, and technical assistance to enhance the service and operations of the network of agencies, including, but not limited to, record keeping, food safety and handling, and sanitation and safety standards for the Agency's proper handling of all products.

4.2 Perform a food safety and programmatic on-site evaluation for each Agency according to current Oregon Food Bank and Feeding America standards at least once every two years. The Food Share shall notify the Agency in writing of actions required to address any compliance issues, and follow up with the Agency on all compliance issues within 30 days. If corrective action is required for serious issues, the Food Share will conduct on-site monitoring every six months until the issues are corrected.

4.3 Adhere to the Food Share's Suspension, Termination, and Appeals Policy (Appendix C).

4.4 Provide Agency with Partner Agency Grievance Policy (Appendix B).

Partner Agency will:

4.5 Distribute products only in accordance with the Agency's stated purpose as documented in the Food Share's application for membership and consistent with the Agency's tax-exempt purpose. Agency is required to notify and obtain written approval from the Food Share prior to changes to program model and location.

4.6 Provide food assistance with respect to and consideration of the difficulties faced by individuals experiencing hunger, with the intent to preserve the dignity and privacy of those requesting help. Required actions include:

4.6.a Post and abide by the Network "Rights and Responsibilities" poster (Appendix D).

4.6.b Provide clients with the opportunity to make their own dietary and food preference choices. Food offerings should be informed by client need and feedback.

4.6.c Ensure that program beneficiaries or prospective clients are not required to participate in explicitly religious activities in order to receive services. Explicitly religious activity (involving overt religious content, such as worship, prayer, religious instruction, or proselytization) that takes place at the distribution site must be separate in time or location from the provision of services.

4.6.d Ensure the program and agency has a plan to effectively serve community members who speak languages other than English (called a Limited English Proficiency Plan).

4.6.e Ensure the program and agency does not discriminate against any person on the basis of race, color, religion, citizenship, national origin, ancestry, sex, gender, gender identity or expression, sexual orientation, disability, age, marital status, familial or parental status, political beliefs, or reprisal or retaliation for prior civil rights activity, unfavorable discharge from the military or status as a protected veteran or as otherwise prohibited under the current USDA and or as otherwise prohibited under the current USDA and state or local non-discrimination statements.

4.6.f Ensure the program and agency does not discriminate against any person on the basis of real or perceived housing status or on the basis of a person's access to laundry, shower, and/or kitchen facilities.

4.6.g Maintain the confidentiality of client information:

> **4.6.g.**i Client information must be stored in a locked location that is only accessible by approved agency personnel.
>
> **4.6.g.**ii Client information should not be given to law enforcement unless agency personnel are presented with a subpoena signed by a judge.
>
> **4.6.g.**iii Identifiable client information (such as a client's name and address) should not be shared with other organizations outside of the Oregon Food Bank Network, without informed consent from the client.
>
> **4.6.g.**iv Intake paperwork should never be left unattended and portions of the intake paperwork that have been filled out should never be visible to other clients.
>
> **4.6.g.v** The design of intake paperwork, including which questions are asked at intake, must be approved in writing by the Food Share.

4.6.h Require volunteers to annually review and sign a confidentiality agreement that stresses the critical importance of respecting client privacy and keeping all client information confidential. The Partner Agency will maintain an annual training log and keep it on file.

4.6.h.i Watching Oregon Food Bank's civil rights training video, which covers the critical importance of respecting client privacy and keeping all client information confidential, is considered equivalent to reviewing and signing a confidentiality agreement.

4.6.h.ii The Partner Agency's annual training log should include the names of all volunteers, the date they watched Oregon Food Bank's civil rights training video, and either the date they watched Oregon Food Bank's food safety training video or the expiration date of the volunteer's food safety certification.

4.7 Provide services without unnecessary barriers or restrictions, adhering to the following requirements:

4.7.a Identification (picture ID, social security card, proof of citizenship, etc.) and verification of household size or income (other than self-declaration) cannot be requested or required.

4.7.b Geographic restrictions are strongly discouraged, but may be permitted if the following conditions are met:

4.7.b.i Prior written approval from the Food Share.

4.7.b.ii Any geographic restrictions must be advertised and posted at the service location.

4.7.b.iii Services are always provided on a client's first visit, even if they do not meet the geographic requirements. Services will be provided and the client will be referred to a nearby service for which they are eligible.

4.7.b.iv No proof of address or zip code may be requested or required.

4.7.b.v For those without an address (houseless individuals), geographic requirements do not apply.

4.7.c If the Agency has non-geographic eligibility requirements and/or is not open to the public, allowable eligibility requirements include school enrollment or specific program enrollment (such as participation in a domestic violence program, recovery program, after-school program, transitional housing, etc.). All program eligibility requirements must be approved in writing by the Food Share.

4.7.d Maintain a procedure for determining that the final recipient of the Donated Product serves qualified individuals as described in 170(e)(3), such as using self declarations of need.

4.8 Maintain regular distribution hours to ensure food recipients have reasonable and open access to food services provided by the agency.

4.8.a Agency is required to notify the Food Share prior to any permanent or temporary closures or changes in hours.

4.8.a.i Closures that last longer than three months may result in agency accounts being suspended or terminated.

4.8.b Agency is required to notify the public prior to intended hours changes.

4.8.c If prior notice is impossible, the Agency agrees to notify the Food Share as soon as possible to ensure information and referral service is uninterrupted.

4.8.d Agency is required to distribute food at least two times per month, unless otherwise approved in writing by the Food Share.

4.8.e Agency is required to remain open for the full distribution hours they advertise to the public; the agency cannot close early if they have run out of some but not all product. If the agency completely runs out of all product, the agency is required to have someone stay on site during the full distribution hours they advertise to the public to notify clients that the agency has completely run out of all product and to refer them to other available resources.

4.8.f Agency will adhere to the following guidelines when restricting how often clients can receive food, unless otherwise approved in writing by the Food Share.

4.8.f.i If the Agency distributes food multiple times per week, they must allow clients to receive food once per week but may restrict clients from receiving food multiple times per week.

4.8.f.ii If the Agency distributes food once per week or less often (e.g., two times per month), they must allow clients to receive food each time they are open.

4.9 Place an order at least once per month. If the Agency does not place an order for three consecutive months, their agency accounts may be suspended or terminated.

4.10 Ensure that Agency volunteers or staff members who are eligible for services follow the same process as all others in acquiring food assistance. Volunteers cannot receive preferential treatment (i.e. receiving service before the public) or adverse treatment (i.e. being required to receive service on a different day or after regular service hours). Please reach out to the Food Share for suggestions on process if needed.

4.11 Provide orientation and training to volunteers including, but not limited to, civil rights, Limited English Proficiency (LEP) plan, confidentiality and record retention, food safety, emergency plan, and introduction to the Food Share and Network. Ensure the following requirements are observed:

4.11.a Have at least one staff person or volunteer on site at all times that has received training in OFB/Food Share food safety protocols and has a food handler card or eligible equivalent food safety certifications.

4.11.b When trained staff or volunteers turn over, food safety training must be provided for the new person within 60 days of start date.

4.11.c If the Agency utilizes food provided by the Food Share to make meals, key food service program staff are required to meet local commercial food safety standards as set by their respective counties.

4.12 Attend regularly scheduled and other local network meetings convened by the Food Share.

4.13 Permit periodic scheduled and unscheduled visits by the Food Share, by Oregon Food Bank, and by relevant government and regulatory agencies for program support and on-site evaluation of the Agency's operations, storage and Food Share-related recordkeeping; and allow inspection by the Food Share, OFB and relevant government and regulatory agency staff.

4.14 Follow all state and federal laws governing 501(c)(3) charitable nonprofits, provide proof of 501(c)(3) charitable organization status or acceptable sponsorship status, and conduct business in a manner that is consistent with generally recognized best practices for such organizations, including board governance and financial processes.

4.15 When transporting product, the Agency will do so in a manner that prevents contamination and adulteration. This includes, without limitation, the following requirements:

4.15.a Time/Temperature Control for Safety (TCS) foods must be staged, transported, and held at temperatures appropriate to the relevant food item (e.g., safe temperatures for hot or cold TCS foods).

4.15.b When transporting TCS foods, Agency must use a visible active temperature retention system (e.g., refrigerated vehicle) or a passive temperature retention system (e.g., insulated coolers or bags, thermal blankets, cambros) for the safe transport of cold or hot food.

4.15.c All vehicles used for transporting product must have clean food storage areas and be maintained to prevent contamination or adulteration of the transported product.

5. Administration & Reporting

Regional Food Bank will:

5.1 Be permitted to assess a per pound shared maintenance fee to the Agency for storage and handling of donated products; fee will not exceed the maximum amount established by Feeding America.

Partner Agency will:

5.2 Release the original donor, the Oregon Food Bank, and Feeding America from any liabilities resulting from Donated Product

5.3 Hold harmless and indemnify the original donor, Oregon Food Bank, the Regional Food Bank, and Feeding America from any claims or obligations arising from Donated Product, or conditions or activities at Agency Partner locations

5.4 Provide the Food Share with a list of the members of the Agency's board of directors or steering committee or governing body on request, as well as contact information if requested.

5.5 Provide a copy of the agency's PA agreement, and if applicable, other agreements, in the event of a change of the principal Partner Agency staff (i.e. the executive director, program manager, board chair) for review of requirements.

5.6 Follow all policies, procedures, and recordkeeping required by OFB and the Food Share (including files containing current agreements, monthly reports, monitoring evaluation forms, food safety certificates of completion and/or documentation of food safety training, food receipts for the current fiscal year and the three preceding fiscal years [e-files are acceptable]).

5.7 Submit monthly reports no later than the 5th of the following month and any other reports required by OFB or the Food Share in a timely manner.

5.8 Designate a person(s) to act as liaison with the Food Share. This person(s) or their representative will attend the meetings required of the Agency by the Food Share, respond to calls or emails, support in scheduling monitoring evaluations, and serve as the default main point of contact.

5.9 Pay Food Share invoices by the due date. Agency will not allow any Food Share account to become over 90 days past due without having made prior arrangements for payments.

6. General Provisions

6.1 Either party may terminate this agreement for any reason upon giving 30 days prior written notice. Termination with cause will follow the provisions of the Food Share's Suspension, Termination and Appeals Policy (Appendix C).

6.2 The Food Share will provide donated food or other products to the Agency pursuant to the terms of this agreement and in some circumstances agencies may donate food or other products to the Food Share. The original donor, OFB, Food Share and Feeding America offer no express warranties in relation to the product. Each accepts such donated items "as is."

6.3 The Food Share and the Agency may enter into a separate additional agreement or memo of understanding based on locally generated policies or procedures. The Food

Share is responsible for ensuring that these separate contracts, agreements or MOUs do not conflict with this Partner Agency Agreement. Any modifications to this Partner Agency Agreement must be reviewed by OFB to ensure elements are in compliance with the policies and regulations that guide the Agency Agreement.

6.4 Each party ("Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party ("Indemnified Party"), including its officers, directors, employees, agents, and volunteers, from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees) to the extent such claims arise out of or result from:

- The acts, omissions, negligence, or misconduct of the Indemnifying Party, its employees, agents, contractors, or volunteers in connection with its obligations under this Agreement;
- Any breach of this Agreement by the Indemnifying Party;
- Any injury or damage occurring at locations under the Indemnifying Party's direct control or while performing activities under the Indemnifying Party's direct supervision and responsibility.

However, neither party shall be responsible for indemnifying the other for claims, liabilities, or damages to the extent they result from:

- The acts, omissions, or negligence of the Indemnified Party;
- The actions of third parties not under the Indemnifying Party's direct control; or
- Conditions existing at locations owned or operated by third parties, unless caused by the Indemnifying Party.

Attachments

Appendix A: Sub-Distribution Policy

Appendix B: Grievance Form

Appendix C: Suspension, Terminations, and Appeals Policy

Appendix D: Rights & Responsibility Poster

Appendix E: Multi-Site Addendum

The undersigned hereby certifies that they are a duly authorized agent of the Agency, and their signature binds the Agency to the terms, conditions, and limitations of this agreement. When both parties have signed this agreement, all appropriate documentation has been submitted to OFB, and the Agency application is approved by OFB, Agency is enrolled in the Oregon Food Bank Network and is a Partner Agency of the Oregon Food Bank and Marion Polk Food Share. This Partner Agency Agreement as dated supersedes all previous Agreements (Most recent version 2024).

Name of Agency

_____

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

Fiscal Sponsor *(If Applicable)*

_____

Authorized Person (Print)	Authorized Person (Sign)	Date
_____	_____	_____

Food Share Director/Manager (Print)	Food Share Director/Manager (Sign)	Date
_____	_____	_____

This Agreement becomes effective only after signed by the authorized OFB representative.

OFB Representative Name & Title (Print)	OFB Representative (Sign)	Date
_____	_____	_____

Appendix A: Sub-Distribution Policy

All agencies who sign a 2026 Partner Agency Agreement are required to follow all requirements in the Sub-Distribution Checklist and Food Safety Provision sections below. Sub-distribution of product is defined as redistribution of OFB/Food Share sourced product to another approved agency in the Food Share's network. All items below must be met in order to qualify for sub-distribution.

1. Sub-Distribution Requirements Checklist

Agencies are eligible to sub-distribute product under the conditions that they:

1.1 Have received written approval from the Food Share to sub-distribute product.

1.2 Will distribute products only to eligible organizations. Eligible organizations are limited to agencies in good standing who have a signed Partner Agency Agreement with the Food Share network.

1.3 Will only sub-distribute only product that is in excess of what the partner agency is able to distribute through its own programs or that it needs to be sub-distributed to maintain quality or safety for human consumption.

1.**3.a** Will not sub-distribute TEFAP product.

1.4 Ensure that the product is only sub-distributed once.

1.5 Does not charge any fees to recipient organizations in connection with sub-distributed product.

1.6 Handle and distribute all sub-distributed Product in accordance with its primary signed Partner Agency Agreement.

2. Food Safety Provisions

In carrying out sub-distribution activities, both agencies will adhere to appropriate food safety and product integrity procedures at all times including during the transfer of products. This includes taking and documenting sample product temperatures when leaving the distributing agency, and when arriving at the recipient agency, for all Time/Temperature Control for Safety (TCS) foods (i.e., foods that require time or temperature control to limit pathogenic microorganism growth or toxin formation.) Partner Agency will report unsafe food handling practices to Food Share.

In pursuit of maintaining high food safety practices, the Agency will:

2.1 Ensure that staff or volunteers that handle sub-distributed product are current on the food safety training required.

2.2 Track all sub-distributed product in a manner that allows recalls in connection with any product recalls.

2.3 Maintain a sub-distribution log and keep on file. Agency can use the sub-distribution log attached to the sub-distribution addendum or any other tool that tracks what food was sent, who the food was sent to, and on which date it was sent. (The Food Share will review sub-distribution records and activities in connection with regular monitoring activities under the Partner Agency Agreement.)

2.4 Ensure that the agency's recall contact is also the main contact for sub-distribution matters. If the recall contact is unable to be the main contact, the agency will communicate to Food Share the name and contact information of the additional person.

Sub-Distribution Log

Use this log to track the sub-distribution of excess product to other members of the Marion Polk Food Share's network of partner agencies. Please indicate the date of sub-distribution, the name of recipient agency, and the name of the product.

Date	Recipient Agency	Product

Appendix B: Grievance Policy & Form

Grievance Policy

If Agency personnel have a grievance with their Community Programs Coordinator and are unable to resolve the issue directly, they can fill out this form and send it to their Community Programs Coordinator's direct supervisor. At the time of signing, the Community Programs supervisor is _____, and this form can be sent to them via email at _____. The form can also be mailed to the supervisor at 1660 Salem Industrial Dr. NE, Salem, OR 97301.

Upon receipt of this completed form, the supervisor will review details of the grievance, reach out to all parties for more information as needed, and assist in mediating a resolution.

Grievance Form

Date:

Name:

Agency:

Phone:

E-Mail Address:

Please Explain the Nature of Your Grievance or Complaint:

Appendix C: Suspension, Terminations, and Appeals Policy

The purpose of this policy is to outline the process for suspension and/or termination of the Partner Agency Agreement between the Partner Agency (PA), Marion Polk Food Share (the Food Share) and Oregon Food Bank as well as the appeal of such action. The policy also describes corrective action intended to give notice and time for the Partner Agency to return to compliance without more serious consequences.

Any Food Share employee designated by the President & CEO of the Food Share has the authority to establish corrective action, suspend, and terminate a Partner Agency. The Partner Agency Agreement shall be the main guide for determining issues that require action. The Partner Agency Agreement gives either the Partner Agency or the Food Share the ability to end the partnership for any reason upon giving 30 days prior written notice. Terminations "with cause" shall follow the procedures described in this Suspension, Termination and Appeals Policy.

Definitions

Cause is defined as a violation of the Partner Agency Agreement.

Serious violations pertain to the legal authority to distribute food; including, but not limited to:

1. Revocation of 501(c)3 status
2. Confirmed fraudulent use of food
3. Violating any federal, state, or local statute, ordinance, code, or regulation

Violations include failing to comply with any terms or conditions of the Partner Agency Agreement between the Agency and the Food Share and other agreements or policies, including, without limitation, the Food Solicitation Policy and USDA TEFAP Recipient Agency Agreement.

Monitoring refers to the food safety and programmatic on-site evaluation, which is described in the Partner Agency Agreement.

1. Corrective Action (30 days)

The purpose of corrective action is to notify the Partner Agency that it must bring its program into compliance and to provide details and time to accomplish the action. At any time, if the Food Share believes corrective action needs to be taken by the Partner Agency to comply with Partner Agency Agreement requirements, the Partner Agency shall be informed in writing of the violation and given a 30-day time period to take corrective action. The Partner Agency shall respond in writing to the Food Share that they understand what action is needed. If the partner agency does not respond in writing, the Food Share will discuss the corrective action with the Partner Agency over the phone or in person. If needed, the Food Share will provide an interpreter. If the agency's noncompliance is deemed by the Food Share to be a serious violation as described above, then the Food Share may impose an immediate suspension or termination. The Food Share will follow any notice of corrective action with consultation with

Oregon Food Bank's Network Compliance Team staff. The Network Compliance Team and the Food Share together will explore courses of action that may resolve the problem or violation without further escalation.

During the corrective action period, the Partner Agency retains Partner Agency status; however, the Food Share may include applicable restrictions during the corrective action period. If the violation or non-compliance issue is not rectified by the end of the corrective action period, the Food Share may either extend the corrective action period or suspend the Partner Agency. A Partner Agency's corrective action period ends when the Regional Food Bank determines that the Partner Agency has resolved the violations that led to the corrective action or when the Regional Food Bank suspends the Partner Agency.

2. Suspension (up to 90 days)

Upon the occurrence of any serious violation, non-compliance issue, or failure to complete a corrective action plan, a Partner Agency may be immediately suspended. Under suspension, the Food Share suspends the Partner Agency's ability to order food or other products while the Partner Agency and the Food Share work to resolve the issue. For serious violations (defined above), the Partner Agency will not be permitted to accept food from any source or distribute food to the community until the suspension is concluded. The Partner Agency shall be informed in writing of the suspension and given a time period of up to 90 days to complete any requested actions for resolution. The Partner Agency's Board of Directors or governing body will also receive a copy of the suspension notification and will be requested to cooperate in the investigation and resolution of the problem. The Partner Agency shall respond in writing to the Food Share that they understand what action is needed upon receipt of the suspension notification. If the partner agency does not respond in writing, the Food Share will discuss the corrective action with the Partner Agency over the phone or in person. If needed, the Food Share will provide an interpreter.

Prior to suspension, the Food Share will consult with Oregon Food Bank's Network Compliance Team staff. The Network Compliance Team and the Food Share together will explore courses of action that may resolve the problem or violation without further escalation. The Network Compliance Team will provide technical support (including third party mediation) to the PA and the Food Share when needed to ensure the process allows all parties a fair hearing and opportunity for resolution.

During a period of suspension, the partner remains a Partner Agency of the Food Share and must adhere to the Partner Agency Agreement. The suspension period shall not exceed 90 days. The Partner Agency's food ordering privileges shall be reinstated at the time the suspension is concluded, which may be any time within the 90-day period.

3. Termination

Upon the occurrence of any serious violation, failure to resolve the violations or non-compliance issues during the suspension period, or failure to cooperate in resolving them as stated in the suspension notification, the Food Share may immediately terminate the Partner Agency Agreement. Prior to termination, the Food Share will consult with Oregon Food Bank's

Network Compliance Team. The Food Share will provide Oregon Food Bank with documentation of the process.

Notice of termination will be sent in writing to the Partner Agency and its Board of Directors or governing body. All TEFAP inventory received from the Food Share must be returned within seven (7) days after notice of termination is received. Any funds distributed to the Partner Agency in the nature of a grant, and which remain unexpended at the time of termination, must be remitted to the Food Share with an accounting of funds spent. Any equipment provided by Oregon Food Bank, or the Food Share be returned according to the Equipment Agreement (if in effect). The Partner Agency may not represent itself as a partner of the Food Share and must remove all signs, postings, and other public facing materials (electronic or otherwise) that include the logo and name of the Food Share or that imply that the Partner Agency is affiliated with the Food Share. Any funds in the Partner Agency's account will be held until such time as any food and equipment has been returned and reference to partnership have been removed.

4. Appeal

The Partner Agency may appeal suspension or termination of its membership in writing within 30 days following receipt of notice of suspension or termination. Such an appeal should explain why the Partner Agency thinks it should not have been suspended or terminated and should include any relevant supporting documents. The appeal should be emailed to communityprograms@marionpolkfoodshare.org and statewidecompliance@oregonfoodbank.org with copies sent via certified mail to:

Ian Dixon-McDonald

Marion Polk Food Share

1660 Salem Industrial Drive NE

Salem, OR 97301

and

Network Compliance Manager

Oregon Food Bank

7900 NE 33rd Drive

Portland, OR 97211

The Food Share and Oregon Food Bank shall review the appeal and make a joint decision within 60 days of receipt of the appeal. If the Food Share and Oregon Food Bank are unable to reach agreement, Oregon Food Bank will contract with a mediator to facilitate resolution. The Food Share in concurrence with the Food Share's Board of Directors shall make the final determination in the event a joint decision cannot be reached. The decision shall be final and not subject to further appeal by the PA. Following a successful appeal, any food and funds forfeited at termination by the PA will be returned by the Food Share when the PA is reinstated.

Notice of appeal determination will be sent via certified mail, return receipt requested, by the Food Share to the PA's director and the PA's Board of Directors or governing body.

5. Notices

Except as otherwise required herein, all notices, requests or communications given hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by email, or when deposited in the United States Mail, postage prepaid, as registered or certified mail. Any notice to the Food Share shall be directed to its designated representative. Any notice to the OFB Network Compliance Team shall be emailed to statewidecompliance@oregonfoodbank.org or mailed to 7900 NE 33rd Drive, Portland OR 97211. Except as otherwise required herein, any notice to the Partner Agency shall be directed to its Director or Executive Director. Any notices or other communications given by mail shall be conclusively deemed given seventy-two (72) hours after deposit thereof in the United States Mail. All other notices or communications made or given hereunder by personal delivery or email shall be deemed upon receipt by the party to whom such notice or communication is to be given.

Last updated by the Food Share's Community Programs team on 07/22/2024

Appendix E: Multi-Site Addendum

If the Partner Agency distributes food from multiple locations, they shall be listed here in this Multi-Site Addendum. Food shall only be distributed from locations listed here in this Multi-Site Addendum.

Locations approved after the signing of the Partner Agency Agreement will be listed on the bottom portion of this addendum and will be initialed and dated by a member of the Food Share's Community Programs Team.

Name of Location/Distribution:

Address:

Name of Location/Distribution:

Address:

Name of Location/Distribution:

Address:

Name of Location/Distribution:

Address:

Locations Approved After the Signing of the Partner Agency Agreement

Name of Location/Distribution:

Address:

Staff Initials:

Date:

Name of Location/Distribution:

Address:

Staff Initials:

Date: