



HAWAII' FOODBANK KAUAI'

PARTNERSHIP AGREEMENT

Hawai'i Foodbank Kaua'i (hereinafter "Hawai'i Foodbank Kaua'i" or "HFBK") serves as the food bank for the State of Hawai'i, as certified by Feeding America. HFBK provides donated and purchased food, available to food pantries, soup kitchens, and shelters to help feed low-income households. Please be informed that the HFBK reserves the right to change the information in this agreement at any time without advance notice.

The period during which this agreement shall cover will be for the current HFBK fiscal year (July through June). The agreement will automatically renew for subsequent periods of the same length as the initial period unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current period.

Hawai'i Foodbank Kaua'i partners with organizations in three ways as an agency partner, program partner, or temporary disaster feeding partner. In order to draw upon the resources of Hawai'i Foodbank Kaua'i, the Agency Partner, Program Partner, or Temporary Disaster Feeding Partner (hereinafter "PARTNER" or, in the plural, "PARTNERS") must adhere to the following:

1. GENERAL BUSINESS PRACTICES

- 1.1.** An organization who is eligible to be an Agency Partner must be a 501(c)(3) OR meet the IRS requirements for classification as a church OR be in good standing under the umbrella of a parent organization, which holds a 501(c)(3) status, and is not a private foundation.
 - 1.1.1.** A copy of this certification must be provided to Hawai'i Foodbank Kaua'i for its records. Note: Hawai'i Foodbank Kaua'i does not permit PARTNERS to establish/operate food distribution or hot meal programs from residential homes (unless deemed a "Residential Program"), apartments, garages, etc. in buildings zoned as residential properties.
 - 1.1.2.** Agency Partner must be incorporated for the purpose of serving the ill, needy, or infants or be a church, and place emphasis on serving needy clients.
- 1.2.** An organization who is eligible to be a Program Partner must be in good standing and will reside under the umbrella of Hawai'i Foodbank Kaua'i.
 - 1.2.1.** Program Partner is not a private foundation.
- 1.3.** An organization is eligible to be a Temporary Disaster Feeding Partner if it meets the eligibility requirements to be a Program Partner. A Program Partner must, within 12 months from the commencement of an organization's Temporary Disaster Feeding Partner status, either: (a) transition such Temporary Disaster Feeding Partner to

permanent program partner status, as the case may be; or (b) end its status as a Temporary Disaster Feeding Partner.

- 1.4.** PARTNER has a concise mission (goal) that supports the need for a food program in the community. The food program must serve or provide food, free of charge, directly to its clients in the form of meals and/or food boxes/bags to the ill, needy, infants, minor children, limited to distribution and/or use only on Oahu/Kauai.
- 1.5.** PARTNER will comply with all HFBK policies and procedures regarding partnership and food program participation, as set forth by HFBK leadership and/or its board of directors.
- 1.6.** HFBK food and non-food items cannot be given to municipal programs or entities operated directly by a branch of government at any level (jails, prisons, hospitals, schools, etc. that are entities of a municipality).
- 1.7.** A PARTNER, even if sponsored by a 501(c)(3) organization or church, is not permitted to provide HFBK product to prison inmates (such as through a nonprofit or chaplaincy program) as this group does not satisfy the eligibility criteria.
- 1.8.** PARTNER chief executive will assume oversight responsibility for the conduct of people authorized to take HFBK food on behalf of their organization, accurate record keeping, accurate and timely report submission, and appropriate distribution of all HFBK product in accordance with HFBK program guidelines.
- 1.9.** PARTNER will familiarize itself with social services organizations and other food programs (in the immediate area) and establish networks with them.
- 1.10.** PARTNER will maintain satisfactory program operations in terms of:
 - 1.10.1.** food resources (supplementary);
 - 1.10.2.** financial plan and sufficient budget to support a food program;
 - 1.10.3.** volunteers and staff (the average food program has at least four to six people to assist with unloading food, organizing the food in the storage area, preparation for distribution);
 - 1.10.4.** transportation plan should account for food pick-ups to the HFBK, sufficient funds budgeted for gasoline, insurance, maintenance, and/or truck rental expenses.
- 1.11.** A PARTNER may not use the HFBK's logo for co-branding purposes without written consent.
- 1.12.** PARTNER gives consent to HFBK to utilize the PARTNER'S name and information for external communications, public awareness of food availability, marketing and advocacy as directed. The PARTNER agrees to display appropriate partnership signage of HFBK, as directed.

2. PARTNER PARTICIPATION

- 2.1.** PARTNER agrees to have primary coordinator from the PARTNER attend all required trainings and meetings before becoming a member and send the same representation to special meetings, as needed or required, throughout their membership.

- 2.2.** PARTNER will inform HFBK in writing immediately of the following circumstances:
- 2.2.1.** A move from one location to another. In some cases, moving a PARTNER from one area to another may disqualify the PARTNER from membership. Any change in location or physical storage area requires a site visit from HFBK.
 - 2.2.2.** Changes in telephone numbers and email addresses. HFBK must be able to reach PARTNERS quickly in the event of a disaster or product recall.
 - 2.2.3.** Change in director, coordinator, contact person, or licensed food handler. PARTNER must ensure HFBK reviews this change for appropriate training and applicable required documentation.
- 2.3.** PARTNER agrees to receive food from HFBK at least once a month. If a PARTNER fails to meet this requirement, HFBK may terminate its membership.
- 2.4.** PARTNER agrees to receive all deliveries of food from HFBK and accept the food in "as-is" condition.
- 2.5.** When a PARTNER is not in compliance with the eligibility and membership requirements or those of other programs offered by HFBK, the PARTNER may be placed on HOLD from all food receiving eligibility. Examples of non-compliance include, but are not limited to: Pest infestation, shared maintenance delinquency, failure to comply with site visits, failure to submit monthly reports, misuse of food, etc.
- 2.6.** PARTNERS on HOLD are ineligible from receiving food and may be suspended from other HFBK program participation. The HOLD is meant to give a PARTNER the opportunity to correct the circumstance that created the HOLD. If after three months the PARTNER has not contacted HFBK or has not corrected the HOLD circumstances, the membership termination process will begin.
- 2.7.** PARTNER may request a HOLD status if it wishes to reorganize or reevaluate its program. Self- selected HOLD status requires an HFBK site visit. Self-selected HOLD can continue without negative consequences to membership for up to three months.
- 2.8.** If a PARTNER does not comply with partnership eligibility or program requirements, or if it fails to respond to communication from HFBK, its membership may be terminated. A six-month waiting period is required for a PARTNER that wishes to reactivate membership. The reactivation process is the same as the original membership application process.
- 2.9.** PARTNER agrees to adhere to any additional donor stipulations as directed, provided such stipulations do not conflict with this agreement.
- 2.10.** PARTNER must have keys to unlock dry storage areas and cold storage units available during distribution hours.
- 2.11.** PARTNER agrees to distribute within an assigned community area, within Oahu and/or Kauai. Further, the PARTNER agrees not to turn anyone in need away.
- 2.12.** Any dry or cold storage units received by the PARTNER from HFBK are the property of HFBK on loan for a specified program use or time period and must remain at the

designated/approved site. Units may not be altered or removed without written consent of the HFBK. Failure to adhere to this policy will result in criminal charges.

3. CLIENT SERVICES

- 3.1.** PARTNER will distribute food to those who are eligible within the community at large.
- 3.2.** PARTNER will not engage in discrimination, in the provision of service, against any person due to race, color, citizenship, ethnic origin, national origin, ancestry, religion, gender, marital status, pregnancy, disability, age, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran, or any group membership.
- 3.3.** PARTNER agrees to accept client referrals from HFBK and/or other social services organizations.
- 3.4.** PARTNER will distribute food received from HFBK for the sole purpose of providing it and/or feeding individuals and/or households in need of emergency food assistance. Any other use of the food received from the HFBK is prohibited.
- 3.5.** PARTNER volunteers, who find it necessary to receive food assistance, are to receive food after the distribution. Volunteers are not allowed to pre-pack their bags before or during distribution (if the site does not have left over product then the volunteers do not receive anything). Also, volunteers must adhere to the same distribution cycle as clients, i.e., if the PARTNER allows the client to visit the program once every 30 days, then the volunteer may only receive food once every 30 days.
- 3.6.** PARTNER may not "thank" volunteers for their assistance/labor with HFBK food. They may utilize the procedure previously noted or refer them to other nearby food pantries or distributions.
- 3.7.** Food and all other products distributed to PARTNERS by HFBK must be given to recipients free of charge. HFBK prohibits discrimination of any kind. The PARTNER may NOT:
 - 3.7.1.** Charge or solicit membership dues, fees, or donations from clients for food and products in any way, for any reason;
 - 3.7.2.** Require membership or organizational affiliation as a condition for receipt of products. Nor must the PARTNER require or conduct activities that might be interpreted as requiring membership or affiliation in any organization (church, political, fraternal, union, block club, etc.) or attendance of the same as a requisite for receipt of products and services;
 - 3.7.3.** Place any financial, residential, or other restrictions or requirements upon clients unless the restriction or requirement is a HFBK program-mandated restriction or requirement. For example, government-funded programs that HFBK administers have eligibility requirements, such as age.
 - 3.7.4.** Place any financial or volunteer requirements upon clients in exchange for food;
 - 3.7.5.** Sell food in any way. Food cannot be exchanged for money, property, services

rendered, or other considerations;

- 3.7.6.** Allow food from HFBK to enter any commercial channels;
- 3.7.7.** Allow their volunteers to receive more, better, or substantially different products than the PARTNER'S clients.
- 3.7.8.** Use any HFBK food to encourage donations. Further, the PARTNER will not engage in seeking monetary donations at the immediate time and place of the food program or distribution.
- 3.7.9.** Use HFBK food for the purpose of fundraising either as prepared food (such as spaghetti dinners or bake sales) or as prizes/incentives.
- 3.8.** PARTNER will distribute all food received from HFBK for the expressed purpose, and only that purpose, approved by HFBK at the time of PARTNER partnership application and approval. PARTNER may be terminated by HFBK for non-approved food use and distribution. Examples of such non-approved use includes, but is not limited to, the following: block parties, community events, religious retreats, back-to-school events, volunteer appreciation events, church picnics or dinners, fundraising events, and use at locations not approved by HFBK.
- 3.9.** PARTNER agrees to clearly label, store or otherwise distinguish between foods and products designated for the authorized HFBK program(s) from any other foods or products that may be used for unrelated programming or activities, such as church dinners, staff meetings, volunteer luncheons, etc.
- 3.10.** PARTNER agrees to clearly label, store or otherwise distinguish between foods and products received from HFBK from any other foods or products that has been received from other organizations, direct donations, administrative/program supplies, etc.
- 3.11.** PARTNER must not directly tie inherently religious activities, such as worship, religious instruction or proselytization to food distribution. Faith-based services are encouraged to begin one hour after the food distribution ends or the faith-based services are encouraged to end one hour before the start of the food distribution. PARTNER's primary purpose is to provide and make food available to all eligible ill, needy, or infant individuals, carried out regardless of religious preference.
- 3.12.** PARTNER will have regular/established days and hours of operation for services, including posting a sign at the distribution site with the information and providing written documentation to HFBK if the days/hours of operation change. This will ensure that HFBK can keep this information updated on its website.
 - 3.12.1.** PARTNER will be required to update their information on Aloha United Way's 211 hotline on a yearly basis, with notification of completion sent to HFBK.
 - 3.12.2.** PARTNERS with food pantries must agree to be open at least once a week for two consecutive hours for general public distribution unless otherwise approved by the HFBK.
 - 3.12.3.** HFBK may terminate an PARTNER'S partnership if the PARTNER drops below its approved weekly schedule.

- 3.12.3.1.** Pantries: Must be open at least once a week for a minimum of two hours.
 - 3.12.3.2.** Soup Kitchens: Must have regular hours of operation posted to the general public.
 - 3.12.3.3.** Shelters: Mealtimes must be clearly identified to clients and HFBK.
 - 3.13.** With the exception of 'ohana Produce Plus, even if an PARTNER food program is not eligible for USDA commodities, it must operate once a week for two consecutive hours for public distribution or operate at least four (4) food distribution programs each month unless otherwise approved by the HFBK.
 - 3.14.** PARTNER will have written guidelines for providing or refusing client services. This information is posted at the distribution and is available for clients/potential clients on posters or flyers.
 - 3.14.1.** Example:
 - 3.14.1.1.** All clients need to be fully clothed (Top, pants, footwear, etc.).
 - 3.14.1.2.** No client will be served while intoxicated.
 - 3.14.1.3.** Shelter house rules, day care program guidelines, etc.
 - 3.15.** PARTNERS may request but not require a client to provide identification documentation (driver's license, state identification card, passport, social security card, birth certificate, etc.) unless required under contracted program requirements.
 - 3.16.** PARTNER will have adequate communication means established to ensure administrative and operational functionality.
 - 3.16.1.** Must have a telephone accessible for referral and security purposes;
 - 3.16.2.** Must have a reliable computer and internet access onsite, with an active email address, which is monitored on a regular basis, at least weekly;
 - 3.16.3.** Written documentation will be provided to HFBK, if there are telephone number and/or email address changes.

4. FOOD STORAGE, KITCHEN STANDARDS & FOOD SAFETY

4.1. FOOD STORAGE

- 4.1.1.** PARTNER will store food in a locked area and clearly labeled, stored or otherwise distinguished from any other foods or products that were received from other organizations, direct donations, administrative/program supplies.
 - 4.1.2.** Labeling and separation will also be used by the PARTNER to distinguish HFBK food to be used for each authorized food program. Unrelated programming or activities, such as church dinners, staff meetings, volunteer luncheons, etc. For example: Pantry program food may not be stored with food that is used for a PARTNER's spaghetti dinner.
 - 4.1.3.** PARTNER will store food in a clean, dry, well-ventilated, and rodent- and insect-free storage area. All food must be stored in an appropriate area approved by HFBK during site inspections. HFBK does not allow the storage of food in residential

garages, sheds, storefronts, vehicles, for-profit businesses, or buildings that are not part of the food distribution/hot meal program. Further, storing and distributing food pantry product from a personal residence is not permitted.

- 4.1.4.** PARTNER are encouraged to have a contract with a professional exterminator for pest control or conduct, document and maintain their monthly pest inspection.
- 4.1.5.** PARTNER will store food away from the walls and six inches off the floor on pallets or shelves or in storage cabinets.
- 4.1.6.** PARTNER'S dry and cold storage space must be adequately sized to ensure the wholesomeness of food that is stored and distributed. Stuffing and overstocking is not permitted.
- 4.1.7.** If applicable, PARTNER will have cold storage space available for refrigerated and frozen items. Store refrigerated and frozen items in the appropriate units at the temperatures required by law. Refrigerators must have a temperature below 41 degrees Fahrenheit. Freezers must be maintained between 0 to -10 degrees Fahrenheit. Temperature logs are required for each unit.
- 4.1.8.** Each PARTNER'S cold storage unit/compartment must have a thermometer installed that at all times, indicates the temperature of each unit/compartment. Note that a refrigerator/freezer (or combination) unit requires two thermometers - one for the refrigerator compartment and one for the freezer compartment.
- 4.1.9.** PARTNER will accept food in "as-is" condition and may not return the items once taken from HFBK or Agency Enablement Program.
- 4.1.10.** PARTNER will rotate all stock. PARTNER will distribute food based on the First-In, First-Out (FIFO) method.
- 4.1.11.** PARTNER is prohibited from re-packaging food items received through HFBK. i.e., re-packaging of meat into smaller packages, re-packaging of rice into smaller bags, etc.
- 4.1.12.** PARTNER must be licensed as a food service establishment, according to the provisions and guidelines of the State of Hawai'i Department of Health. If applicable, PARTNER must submit a copy of their Food Establishment or Cold Storage Permit or placard.
- 4.1.13.** PARTNER will store non-food, including chemical products (shampoo, bleach, laundry soap, etc.), separately from food in an appropriate and safe manner. Example: Store perishables on top portions of shelves and store chemical products on the bottom portion of shelves.
- 4.1.14.** PARTNER will ensure safe and proper handling of food and non-food products, in conformance to local, State, and Federal regulation.

4.2. KITCHEN STANDARDS

- 4.2.1.** Kitchens operated by PARTNERS that are used to produce food for the public must meet state and local food code requirements and applicable regulations. Kitchen

operations must be under the direct supervision of a staff member or volunteer with a Food Protection Manager Certification as defined in section 5.3.1.4.

4.3. FOOD SAFETY

4.3.1. Food safety training is essential for organizations that handle and distribute product to people facing hunger, this section first sets out definitions for food safety training levels and then defines what training is required for each function.

4.3.1.1. Basic Food Safety Training: This is practical training and orientation provided by the HFBK to enable staff and volunteers to effectively perform the duties of their roles. Training curriculum or topics covered may include personal hygiene, hand washing, cleaning and sanitizing, temperature management of temperature-controlled foods, safety, cross contamination, proper labeling, product code dates, cross-contamination prevention, chemical safety, recalls, and food allergens.

4.3.1.2. ServSafe Food Handler for Food Banking: This training is geared specifically for food banking and includes a verification of competency and covers at minimum the following topics: (a) importance of food safety; (b) biological, chemical, and physical hazards; (c) allergen control; (d) cross-contamination; (e) personal hygiene; (f) time and temperature control; (g) evaluating food; (h) repacking; (i) transportation; (j) cleaning and sanitizing; and (k) pest control.

4.3.1.3. Food Handler Training: This training verifies basic food safety knowledge and is for individuals in food handler positions that involve preparing or serving food at on-site feeding locations.

4.3.1.4. Advanced Food Safety Training: This training exceeds the level of basic or minimum required training in one or more context areas. Additional resource include, without limitation, Food Protection Manager Certification: [ServSafe](#) or other [ANSI-CFP accreditation programs](#).

4.3.2. At least one PARTNER program staff and/or volunteer must complete food safety training as outlined in section 4.3.1 and submit a copy of the completed food safety training certification to HFBK. That person must be a program staff and/or regular volunteer who picks up, transports and/or distributes food donations, or supervises those activities. When trained staff or volunteers turn over, food safety training must be provided for the new person(s) within 60 days of the start date. PARTNER must maintain active food safety certification status.

5. PROGRAMS

5.1. HFBK utilizes different channels of distribution for food, including 'Ohana Produce Plus and the Food 4 Keiki Programs, as well as through the PARTNER's food pantries, soup kitchens, shelters, and other programs. In addition, through RFP-response, HFBK administers several government-funded programs that PARTNERS can choose to participate in. Please refer to the respective program agreements for specific requirements applicable to specific programs.

- 5.2.** There are instances where additional stipulations apply to specific HFBK food and/or program participation.

5.3. AGENCY ENABLEMENT PROGRAM

5.3.1. AGENCY Enablement is created when grocery retailers agree to set aside perishable and non-perishable products on a daily or weekly basis for donation to HFBK and is picked up by an enabled AGENCY. HFBK may authorize AGENCIES to pick up retail store donations on HFBK's behalf at designated locations and then distribute that product to their clients. HFBK is still the primary point of contact for the retailer and will monitor program compliance for all enabled AGENCIES.

5.3.2. If an AGENCY agrees to participate in this program, they agree to comply with the following requirements of the Retail Program:

5.3.2.1. Participate in an initial orientation phone call/meeting and any other training required by HFBK and Feeding America.

5.3.2.2. Donations from retailers must be weighted by product category and submitted to HFBK on a weekly basis via the provide reporting form with the understanding that reporting will transition to the Feeding America MealConnect reporting website or mobile application. PARTNERS that do not submit the reports in a timely manner will result in their PARTNER account being placed on hold.

5.3.2.3. Existing PARTNER requirements in: Section 2.2, 3.2, 3.7, 4.1.9, 4.3.2, 8, 11.

6. RECORD KEEPING

- 6.1.** PARTNER must be licensed as a food service establishment, according to the provisions and guidelines of the State of Hawai'i Department of Health. If applicable, PARTNER must submit a copy of their Food Establishment or Cold Storage Permit or placard. At least one PARTNER program staff and/or volunteer must complete Food Safety Training and submit a copy of the completed Food Safety Training certification to HFBK. PARTNER must maintain active Food Safety certification status.
- 6.2.** PARTNER Program staff and/or volunteers interacting directly with clients must participate in annual Civil Rights Training. PARTNER staff and/or volunteers receiving this annual training other than through HFBK must submit a copy of the completed Civil Rights Training log to HFBK.
- 6.3.** PARTNER will maintain accurate, up-to-date records, which indicate the amount of food received from HFBK and client participation in PARTNER programs. PARTNER must track clients served through sign-in sheets provided by HFBK. The data collected should include the client's name, the city the client lives in, number of individuals, number of adults and children in the household, is the client employed, is the client on public assistance and client signature. Client proxies are allowed with proper documentation.
- 6.4.** Records, in hard copy or electronic format, should be kept on-hand for a minimum of three years following completion of the program year and must be made available to HFBK or program funder site monitors, upon request. PARTNER should check with HFBK

prior to any records destruction to ensure that applicable program/contract document storage requirements have been complied with adequately.

- 6.5.** Food Pantries must use current HFBK program documentation for appropriate client documentation during their distributions. There are instances where additional stipulations or documentation apply to specific HFBK food and/or program participation. PARTNER should check with HFBK prior to participation in any new or additional food program to ensure that applicable documentation and reporting requirements are understood and agreed to. Once a PARTNER begins participation in a HFBK food program, it is responsible for and subject to all of HFBK's and the program's requirements.
- 6.6.** PARTNER will send monthly reports and all required supporting documentation, reporting the PARTNER's service statistics for the month for all distributions, to HFBK by the 5th of each month, for the prior month. Reports may be sent in the following ways:
 - 6.6.1.** Emailed to monthlyreports@Hawai'ifoodbank.org
 - 6.6.2.** Faxed to (808) 954-7884
 - 6.6.3.** Delivered to Hawai'i Foodbank Kaua'i, 2611 Kili Hau Street, Honolulu, HI 96819-2021
- 6.7.** Monthly reporting forms are provided on the PARTNER portal on HFBK website or will be provided upon request to the PARTNER. There may be multiple monthly reporting forms due, depending on the food program(s) provided by the PARTNER.
- 6.8.** This report is due whether or not any HFBK food was distributed that month. For example, if no distribution was done in the month of April, the April report must be submitted with zero (0) noted. Please be sure to keep a duplicate of the report(s) for PARTNER records. After the 10th of the month (reporting due date plus five days grace), the PARTNER'S authorization to receive HFBK food will be suspended until the completed report is received.

7. SERVICE INSIGHTS AND DATA SHARING

- 7.1.** PARTNER agrees to use the Service Insights on MealConnect (hereinafter "Service Insights") platform as PARTNERS are contacted to be onboarded in phases. This agreement establishes the terms and conditions under which the PARTNER and Hawai'i Foodbank Kaua'i can acquire and use data from the other party. Either party may be a provider of data to the other, or a recipient of data from the other.

7.2. PURPOSE AND DESCRIPTION OF DATA

- 7.2.1.** Service Insights exists to aggregate and digitize PARTNER client records, including but not limited to TEFAP Self-Declaration of Need Forms, and to give HFBK, its PARTNERS, and Feeding America additional information about the households served by the charitable food network.
- 7.2.2.** Client data, including but not limited to personal information, demographics, and employment status of the respondent and/or household members, will be collected and stored in a secure, shared web-based database maintained by Feeding America. The data will be used for research and/or analytical purposes and to determine

Page 10 of 12

This institution is an equal opportunity provider.

eligibility for additional programs or services as desired by the respondent. Summary results, as de-identified aggregate data, may also be used to assist with fundraising and marketing or communication efforts. As a result of collecting and analyzing the data, both organizations will improve service offerings and operational efficiencies.

7.3. INTENDED USE AND CONSTRAINTS ON USE OF DATA

- 7.3.1.** This agreement represents and warrants further that, except as authorized in writing, the data covered by this agreement shall not be disclosed, released, revealed, showed, sold, rented, leased, loaned, or otherwise become available to any unauthorized person. Access to the data covered by this agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this agreement. Any individual with access to collect and/or use the data covered by this agreement will sign a Confidentiality Agreement to that effect.
- 7.3.2.** Individual results can only be shared with discretion. Any organizations receiving individual data will sign an additional Data Sharing Agreement. Individual results may include personally identifiable information, such as name, date of birth, or address. Individual results should only be shared with authorized third parties that require access to individual-level information to fulfill a specific objective, such as initiating a referral to connect an individual with desired services.
- 7.3.3.** Summary results can be shared. Summary results are those items which cannot be used to identify any individual. It should be noted that the stripping of an individual's name or individual identification number does not preclude the identification of that individual, and therefore is not sufficient to protect the confidentiality of individual data.

7.4. SECURITY AND CONFIDENTIALITY

- 7.4.1.** Each party agrees to establish appropriate administrative and technical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it, including, but not limited to, executing confidentiality agreements with each individual user, assigning user accounts with minimum permissions needed to fulfill their role, performing regular audits, and maintaining data quality.
- 7.4.2.** In addition, each party will establish physical safeguards, such as device locks, password-protected devices and internet networks, and, if any confidential data are printed, files will be stored in secured cabinets. The safeguards shall provide a reasonable level and scope of security.
- 7.4.3.** The confidentiality of data pertaining to individuals will be protected as follows:
 - 7.4.3.1.** Each party will not publicly release the names of individuals, or information that could be linked to an individual, nor will either party present the results of data analysis (including maps) in any manner that would reveal the identity of individuals.
 - 7.4.3.2.** Each party will not release individual addresses, nor will either present the results of data analysis (including maps) in any manner that would reveal

individual addresses.

7.4.3.3. Both parties shall comply with all Local, Federal and State laws and regulations governing the confidentiality of the information that is the subject of this Agreement.

7.4.3.4. Any third party granted access to data shall be subject to the terms and conditions of this agreement. Acceptance of these terms must be provided in writing before data will be released.

7.5. METHOD OF DATA ACCESS OR TRANSFER

7.5.1. Data will be accessible to both parties through the software vendor's secure, web-based platform. To reduce risk of data breach, exported data should be stored on a password protected, secure server with access limited only to those who require it for essential job functions. Prior to exporting data, PARTNERS must consult with HFBK.

7.6. DATA SHARING FINANCIAL COSTS

7.6.1. Initial start-up costs, to include barcode cards, hardware in the form of two tablets with accessories and a hotspot (if the site does not have reliable Wi-Fi connectivity) will be provided to the PARTNER free of charge. HFBK will maintain supply of additional barcode cards to the PARTNER free of charge indefinitely. The PARTNER will assume responsibility for the maintenance and replacement of hardware once received. If applicable, after one year, the PARTNER will assume responsibility for the full cost of the hotspot. HFBK staff will de-duplicate data on a monthly basis.

8. HFBK MONITORING

8.1. PARTNER agrees to announced and unannounced site visits by a representative(s) of HFBK and additional client experience monitorings. Photos/videos will be taken during site visits and may include distributions.

8.2. PARTNER agrees to provide site monitor with requested documents as part of the monitoring process. (Example: 501(c)(3), program description, blank intake form, pest control documentation, certified food handler's documentation, civil rights poster, distribution schedule, cleaning schedule, monthly reports, etc.). PARTNER agrees to provide site monitor with site access to area(s) applicable to the PARTNER'S food programs.

9. GRANTS

9.1. Direct, designated, or matching grants from/through HFBK become grants to purchase food with a one year grant period. Proposed use of these grants for any other purposes must be approved in advance by HFBK. HFBK grants are expected to be used within one year after being granted and any remaining grant funds will be reallocated to another PARTNER after the end of this grant period.

9.2. All grants, including the ones described here, will be subject to an expiration date, which will be no later than twelve months from the date it was made/created/designated. Only PARTNERS in good standing are eligible to receive grants.

10. ADVOCACY AND COMMUNITY PARTNERSHIPS

- 10.1.** As part of the HFBK's mission, 'Hawai'i Foodbank Kaua'i nourishes our 'ohana today and works to end hunger tomorrow,' the PARTNER will support and partner with HFBK's advocacy efforts. Additional advocacy opportunities may include participating in local county, state, and national research work and data collection, e.g. hunger studies, advocating to county and state Legislative representatives and supporting State and Federal safety nets (e.g. SNAP).
- 10.2.** PARTNER agrees to participate in research studies commissioned by Feeding America, Hawai'i Foodbank Kaua'i, or any governmental PARTNER or supported by Hawai'i Foodbank Kaua'i.
- 10.3.** The PARTNER agrees to work with the HFBK to build community capacity through partnerships and collaboration in support of the HFBK's mission to ensure that no one in Hawai'i goes hungry.

11. GENERAL

- 11.1.** Indemnification: To the fullest extent permitted by law, the PARTNER and HFBK agree to indemnify, defend and hold the other and Feeding America harmless from any liability arising out of this agreement and resulting from or claimed to result, in whole or in part, from the indemnifying party's (or its agents') acts or omissions.
- 11.2.** PARTNER affirms that the original donor, Hawai'i Foodbank Kaua'i and Feeding America: are released by the PARTNER from any liabilities resulting from the donated goods; are held harmless from any claims or obligations in regard to the PARTNER or the donated goods; and offer no express warranties in relation to the gift of goods.
- 11.3.** PARTNER releases the original donor, Hawai'i Foodbank Kaua'i and Feeding America from any liability resulting from the condition of the donated food and further agrees to indemnify and hold the original donor, Hawai'i Foodbank Kaua'i and Feeding America free and harmless against any and all liabilities, damages, losses, claims, causes of action and suits of law or equity or any obligation whatsoever arising out of or attributed to any action of PARTNER or personnel employed by PARTNER or volunteer engaged by PARTNER in connection with its storage and use of the donated food.

12. CHANGES IN POLICY

- 12.1.** HFBK partnership guidelines and eligibility requirements are subject to change at any time. HFBK shall communicate significant policy and procedural changes to its member PARTNERS in writing.
- 12.2.** The partner PARTNER of Hawai'i Foodbank Kaua'i listed here indicates by signature of an authorized person that he/she has read and understands the "PARTNER Partner Agreement" and agrees to comply with all HFBK eligibility and operational requirements stated therein.



HAWAI'I FOODBANK KAUAI

PARTNERSHIP AGREEMENT

PARTNER ACKNOWLEDGMENT PAGE

Partner Name: _____ Account Number: _____

I have read the Partnership Agreement and understand, accept and agree to the terms of this agreement. I understand that failure to follow HFBK policies and procedures will result in suspension and/or termination of partnership. Signing this agreement confirms your acceptance of the responsibilities of partnership explained herein and agree to comply with the partnership requirements.

☐ Agency Partner

☐ Program Partner

☐ Temporary Disaster Feeding Partner

PARTNER

Authorizing Signature _____
(Executive Director, Board President, Sr. Pastor, Feeding Program Manager)

Print Name _____

Title: _____ Date: _____

HAWAI'I FOODBANK KAUAI, INC.

Authorizing Signature _____
(Hawai'i Foodbank Kaua'i Representative, Director, Vice President, President)

Print Name _____

Title: _____ Date: _____

This institution is an equal opportunity provider.