



Feed My People Food Bank Sub-Distribution Procedure for Partners

The purpose of this document is to provide a standardized approach to direct sub-distribution of all product obtained from Feed My People Food Bank (FMP), including any food/products obtained through FMP-administered Food Rescue relationships. The goal of sub-distribution is to reduce food waste. It focuses on product in excess of a partner's normal distribution that requires quick movement to ensure it is safe for human consumption.

Definitions:

Partner – A 501c3 Non-Profit or faith-based Organization that already has an existing Partnership Agreement (Partner Agency Partnership Agreement or Direct Program Partnership Agreement) with Feed My People Food Bank.

PROVIDER – A current FMP Partner that receives product directly from FMP or through an FMP administered Food Rescue relationship

RECEIVER – A current FMP Partner receiving sub-distributed product from an FMP PROVIDER Partner.

Partner Agency Partnership Agreement/Direct Program Partnership Agreement – A Formal, written agreement between Feed My People and a 501c3 or faith-based organization that states the criteria to which both parties will comply in order for FMP to distribute products to the Partner's food programs.

Sub-distribution Agreement – A formal, written agreement between two or more FMP Partners that supports compliance with all requirements under the FMP Agency Agreement/Direct Program Agreement, in the context of sub-distribution.

Under this Procedure and Agreement, the following conditions must be met:

1. Authorization via Sub-distribution Agreement

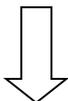
Partners who wish to either distribute or receive sub-distributed product must obtain prior authorization from FMP in the form of a signed Sub-distribution Agreement. Prior to signing the sub-distribution agreement, FMP will evaluate that both parties are current FMP Partners. Any Partner listed on the agreement may either **distribute** or **receive** excess product. The Sub-distribution agreement will remain valid until one or more parties' partnership with FMP is discontinued or changes wish to be made between parties.

2. Food Safety

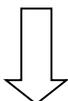
Partners are held to all food safety requirements as agreed to in Partner Agency Partnership Agreement/Direct Program Partnership Agreement. Food may only be sub-distributed one time to another partner – the “one hop” rule. Product from FMP cannot be distributed again to a third Partner – even if they are party to the Sub-Distribution Agreement. Thus, a RECEIVER Partner must either distribute the sub-distributed product directly to guests or dispose of it.

Illustration of the one hop rule:

Food Bank or Retail Donor



PROVIDER PARTNER



RECEIVER PARTNER (One Hop)



Third Partner (Two hops)

RECEIVER Partner will distribute this product as soon as possible – to ensure that it goes out while still of reasonable quality and safe to consume; and provide it free of charge to those who seek food assistance at their site. RECEIVER Partner will be responsible for disposing of any spoiled or otherwise non-distributable product.

3. Recalls

FMP expects all Partners to stay informed about potential recalls. FMP will contact Partners directly in the case of immediate recall of product that was accessed specifically from FMP. If that product was sub-distributed to another partner, the PROVIDER Partner will be responsible for contacting the RECEIVER Partner immediately.

4. Documentation and Record Keeping

FMP will track all Sub-distribution agreements, as well as partnership status of each Partner with FMP. All signing parties are to keep a copy of the Sub-Distribution Agreement on file.

PROVIDER Partner must track the product they distribute to RECEIVER Partner. This can be done via the template provided from FMP or in another way if the required information is documented. The tracking documents are to be kept for two years and will be reviewed by FMP during the bi-annual or annual site visits.

PROVIDER Partner will report Food Rescue pounds for **all** product they collected from FMP-administered Food Rescue relationships, even if the product was sub-distributed.

RECEIVER Partner will include the amount of Sub-distributed product (weight) they distribute in their monthly statistic reports to FMP.

5. Fees

No fees may be collected at any step in the sub-distribution process. The PROVIDER Partner which receives the product directly from FMP is solely responsible for the FMP shared maintenance charges and all fees on the product.

6. Termination

The Sub-distribution Agreement will be terminated if any one of two parties is no longer an FMP Partner or if either of the two parties fails to comply with the expectations outlined in this procedure.

Any Partner may withdraw their name for the Sub-distribution Agreement at any time for any reason. Termination or withdrawal is achieved via written notice to both FMP and Partners of the Sub-Distribution Agreement. If multiple Partners are under the Sub-distribution Agreement, FMP will amend the Sub-Distribution Agreement to include only the remaining parties.

FMP reserves the right to terminate Sub-distribution Agreement with or without cause via written notice to all Partner parties to the Sub-distribution Agreement.

Sub-distribution Roles & Responsibilities

	Food Bank (FMP)	PROVIDER Partner	RECEIVER Partner
Sub-Distribution Agreement	Approves, tracks, and files Sub-distribution Agreements	Signs & Files Sub-distribution Agreements	Signs & Files Sub-distribution Agreements
Product from Food Bank	Provides product to PROVIDER	Receives product from the Food Bank	Receives Product from PROVIDER
Product from FMP-administered Food Rescue relationships (if applicable)	Administers Retail Food Rescue relationships	Picks up Retail Food Rescue from donor store. Reports Retail Food Rescue statistics monthly for all product picked up from retail stores.	
Sub-Distribution Tracking	Tracks item type & amount of donated product ordered/received by PROVIDER from FMP	Track type & amount of product distributed to RECEIVER partners allowed under the Sub-distribution Agreement	
Statistics	Tracks monthly statistics by all Partners	Does not report sub-distributed pounds as part of their FMP monthly statistics Does report all picked up food rescue pounds in Meal Connect regardless of if sub-distributed.	Includes all distributed pounds in FMP monthly statistics.
Recalls on product specifically accessed through FMP	Contacts PROVIDER directly via telephone or email about recalled product from FMP	Responds to specific recall as direct by FMP. Contacts RECEIVER if recalled product has been sub-distributed to them.	Responds to recalls as directed by the PROVIDER
Termination	May terminate or modify Sub-distribution Agreement at any time for any reason.	May terminate or withdraw from Sub-distribution Agreement at any time for any reason.	May terminate or withdraw from Sub-distribution Agreement at any time for any reason.