



## Marion Polk Food Share Program Agreement (2D)

By entering into this Agreement, *Marion Polk Food Share*, the Partner Distribution Organization (PDO) (aka Regional Food Bank), and \_\_\_\_\_, the Program, 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 (aka the Network).

The Program will:

1. Provide services to all eligible people without regard to age, ancestry, disability, race, color, citizenship, creed, military status, national origin, political or religious affiliation, sex, familial or marital status, sexual orientation including gender identity or expression, unfavorable discharge from the military, status as a protected veteran, or other groups protected by law, and will not engage in discrimination towards any of these groups.
2. Provide food assistance with respect and consideration of the difficulties faced by low-income households, with the intent to preserve the dignity and privacy of those requesting help. Agencies shall post and abide by the Network "Rights and Responsibilities" and will provide clients with opportunities to make their own dietary and food preference choices, as practicable.
3. Not require program beneficiaries or prospective beneficiaries to participate in explicitly religious activities in order to receive services. Explicitly religious activity (involving overt religious content, such as worship, religious instruction, or proselytization) that takes place at the distribution site must be separate in time or location from the provision of services.
4. Maintain client information to the same standards of confidentiality as the case files of a social worker (e.g., shared with court or law enforcement only with a subpoena). The Program shall not release or disclose any such information except as necessary for the administration of the program(s), as authorized in writing by the applicant or recipient or as required by law.
5. Maintain regular distribution hours to ensure food recipients have reasonable and open access to food services provided by the Program.
6. Consult with the PDO prior to changes in operating hours, distribution and/or storage location, temporary closures and staffing changes relevant to food assistance service. If prior notice is impossible, the Program agrees to notify the PDO as soon as possible to ensure information and referral service is uninterrupted.
7. Maintain 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)
8. Submit monthly reports no later than the 6th of the following month to the PDO in a timely manner.
9. Distribute products only in accordance with the Program's stated purpose as documented in the MPFS Program Agreement. Donated product will not be exchanged by the Program for money, property, or services, or otherwise allowed to re-enter commercial channels. No additional requirements, beyond the Program-reported eligibility for service requirements, shall be made to receive product. No charges may be assessed to clients for the food or other products.

10. Not distribute food to non-Network agencies. Prior to sharing PDO sourced foods with other network agencies, confirm with the PDO that the distribution is allowable.
11. Designate a person(s) to act as liaison with the PDO.
12. Permit biannual and unscheduled visits by the PDO for program support and on-site evaluation of the Program's operations, storage and OFB-related record keeping.
13. Will accept all products from the PDO in "as is" condition. However, if any products are not fit for human consumption for any reason, the Program shall immediately notify the PDO and shall cooperate with and assist PDO in withdrawing such products.
14. Not stockpile donated food or other products.
15. Abide by all Federal, State, County, and OFB food storage, handling and safety practices (see appendix B). Program will ensure that employees and volunteers are provided training to safeguard the quality and safety of foodstuffs distributed or served to needy individuals. All staff and volunteers regularly handling food must at a minimum view the OFB Food Safety training video or review Feeding America's ServSafe Food Handler for Food Banking annually or have a current county food handler card. The Program will maintain a record of training and certification.
16. Have at least one staff person or volunteer on site at all times that has received training in OFB/PDO food safety protocols (view their food safety video and review the OFB Food Safety Handbook) and has a food handler card or their ServSafe Food Handler for Food Banking certificate.
17. Assume all responsibility for evaluation, safe handling, and timely distribution and/or use of products accepted from the PDO.
18. Provide orientation and training to volunteers including, but not limited to client confidentiality and record retention, food safety, emergency plan, the PDO and the Network.
19. Ensure that Program volunteers or staff members who are eligible for services follow the same process as all others in acquiring food assistance.
20. Follow Feeding America's rules on the internal use of donated products:
  - a. Donated beverages, but not food, may be used for on-site consumption by volunteers or staff when carrying out assigned duties to the food program.
  - b. Products to be used in fundraisers or events must be solicited and donated separately from food intended for clients.
  - c. Use and consumption of donated product must, by law, be "incidental to primary use in the care of the ill, needy, or infants", and may not lawfully constitute "pay" to any staff or volunteers.
21. Sign a new Program agreement in the event of a change of the principle Partner Program staff.
22. Designate a "recall contact" to assist the PDO in follow-up on recall notices forwarded by Feeding America and OFB.
23. Follow all state and federal laws governing 501(c)(3) charitable nonprofits, provide proof of 501(c)(3) charitable organization status and conduct business in a manner that is consistent with generally recognized best practices for such organizations, including board governance and financial processes. OR provide documentation of acceptable sponsorship status by a 501(c)(3) charitable nonprofits. Or request sponsorship by Marion Polk Food Share.

24. Release and hold harmless RFB, OFB, Feeding America and the original donor ("Donor") from any claim arising from the nature, age, packaging, or condition of apparently wholesome food or an apparently fit grocery product that Donor has donated in good faith to Program for ultimate distribution to needy individuals, except if such a claim arises from an act or omission of Donor constituting gross negligence or intentional misconduct. It is the intent of this agreement that Program or partnering organization relieve PDO, OFB, Feeding America and Donor from liability to the extent provided under the Bill Emerson Good Samaritan Food Donation Act, 42 U.S.C. 1791(c).

General Provisions:

1. Either party may terminate this Agreement for any reason upon giving 30 days prior written notice.
2. PDO will provide donated food or other products to Program pursuant to the terms of this agreement. The original donor, OFB, PDO and Feeding America offer no express warranties in relation to the product. Each accepts such donated items "as is".

The undersigned hereby certifies that he/she is a duly authorized agent of the Program and his/her signature binds Program to the terms, conditions, and limitations of this agreement. When both parties have signed this agreement, all appropriate documentation has been submitted to the PDO the Program is enrolled in the Oregon Food Bank Network and is a Partner Program of the Oregon Food Bank and Marion Polk Food Share (PDO). This Partner Program Agreement as dated supersedes all previous Agreements (Partner Program Agreement 2010). Name of Program \_\_\_\_\_.

Program Director/Manager (Print)	Program Director/Manager (Sign)	Date
PDO Director/Program Manager (Print)	PDO Director/Program Manager (Sign)	Date

For PDO use:

2D Program Type: (check all that apply)

- After Hours Boxes
- Housewarming Boxes
- Neighborhood Fresh Connect
- Grab N Go
- Project Harvest
- Other: \_\_\_\_\_

*Appendix A OFB Food Safety Guide*  
*Appendix B Monthly Reporting Guidelines*



## FOOD STORAGE, HANDLING AND SAFETY PRACTICES

3/2017

### General Practices

For the most part, health and safety practices are a matter of common sense. A phone call to your county health department is a good way to alert them to the existence of your operation and find out what their concerns might be. In general, good warehouse and storage practices are:

- Transport, receive and store food at proper temperatures (41° F. or below for chilled, 0° F or below for frozen food, 50° - 70° F. for dry storage foods.)
- When transporting food, use a passive (thermal blanket/cooler with ice packs) or visibly active temperature retention system (refrigeration unit) to maintain temperatures within the allowable limits; sample temperatures must be taken and documented at the time of pickup and delivery.
- Check temperatures of all storage areas: dry units weekly, cold storage twice daily and maintain a log of the date and temperature of each.
- Keep food 4” off the floor by storing it on pallets, platforms or shelves
- Keep food away from walls for good ventilation and pest control
- Keep food, pallets and shelves clean
- Keep doors and windows well sealed to prevent pest entry and water damage
- Maintain a good pest control system. Check rodent traps at least once per week (preferably daily) and maintain a log of the date and findings at each trap. Make a map of rodent trap locations as a safety precaution and to assist in proper tracking.
- Ensure no leaky compressors in freezers and refrigerated units. Remove ice build-up as it occurs.
- Repackaging of shelf-stable dry foods must follow safe food handling standards: surface sanitation with bleach solution, hand washing, gloves, food-grade containers, no repackaging of liquids.
- Ensure that food is labeled completely as stipulated in the Fair Packaging and Labeling Act or add a label prior to distribution that includes the common name of the product (e.g. Lasagna, Chicken Noodle Soup etc.), name and location of the distributing agency, the name and location of the donor OR a designated donor ID number that can be tracked in the inventory system, the date of the donation and an allergen disclaimer statement.
- All canned and packaged foods must be inspected; especially salvage and food drive products. Bulging cans and cans with sharp dents or rust on the seams should be discarded. Contact OFB or your regional food bank for more information on what to look for in sorting salvage. Training materials are available through OFB and your regional food bank. See OFB Food Safety Training Video.
- Products past “pull date” should be inspected to assess fitness for consumption. Request information from the donor on how long past the pull date (often a “best used by” date) the product will be nutritious and safe to eat. Many products last well past the pull date with only a slight deterioration in

nutritional value, or a change in coloring; other products go bad within a day or two of the pull date. Refer to your Fresh Alliance Guidelines poster for perishable dating information.

## **Donation Receiving Standards**

### **A. Rejecting Perishable Donations**

1. If perishable products are donated and are not at appropriate temperatures, they must be promptly isolated and discarded.
2. If a frozen perishable product is provided and no longer frozen, the item cannot be refrozen. It must be promptly isolated and discarded.
3. If any perishable meat, pork or poultry product is not frozen by its sell-by date, it must be promptly isolated and discarded.

**B. Repacking of frozen or refrigerated product** is not allowed unless the Agency can demonstrate to the PDO their capability to maintain product safety and to ensure adherence to any time and temperature guidelines established by the food industry and/or regulatory agencies.

1. Each Agency which repacks bulk product must ensure adequate food safety control and operating practices to prevent potential product contamination.
2. Thawing frozen product to repack is not permitted (i.e. bulk meat).

**C. Handling Donations from Retail and Hospitality Establishments** – This includes but is not limited to product from restaurants, caterers, hotels, retail establishments and convenience stores. It does not include whole produce. Agencies wishing to accept these types of foods should work with RFB staff to determine their capability to accept these products, as they require special food handling procedures and certification.

**Keep all toxic chemicals, such as those used for pest control and cleaning products, well away from food areas. DO NOT STACK NON-FOOD ITEMS ABOVE FOOD ITEMS. DO NOT STACK TOXIC ITEMS ABOVE PAPER PRODUCTS.** It is recommended to keep non-food items away from high traffic areas, in a row or space separate from food items. It is a good idea to have a buffer row, such as empty pallets or crates between food and non-food rows.

**REMEMBER:** It is important that sound judgment be exercised at all levels of the food bank distribution system to ensure that all food items are in good condition upon receipt by clients of partner agencies. **Please refer to the full OFB Food Storage, Handling and Safety Practices document for detailed information and view the OFB food safety training video, which can be accessed via Marion Polk Food Share's Agency Relations Team.**

## Monthly Reporting Guidelines

Overview: Agency monthly reports due by the 6<sup>th</sup> of each month.  
Late reporting can result in food delay to your agency.

---

1. An agency relations (AR) coordinator will send out a reminder email to all Partner Agencies (PA) on the last day of each month stating that reports are due by the 6<sup>th</sup> (per Marion Polk Food Share's partner agency contract).
2. On the 7<sup>th</sup> of each month, an agency relations coordinator will make record of any organizations that have not turned in their monthly statistics. The purpose of this is to allow the Food Share to track those agencies that are consistently late in reporting, and work with them to improve or troubleshoot this issue.
3. Agencies who have not turned in reports by the 7<sup>th</sup> of each month will receive another reminder email or phone call from an agency relations coordinator. They must also check in with an AR coordinator or manager before being receiving shopped food from the warehouse\*. At this time, they will still be allowed to get food, they just need to speak to an AR rep first. If no AR rep is here, the PA will need to speak with VP of Programs, Ian Dixon-McDonald.
4. If an agency turns a report in late, but within the reporting month, for 2 months in a row, and the above procedure has been followed, they will not be allowed to receive shopped food until their next report has been submitted (either by that report's due date or until a report has been filed).
  - i.e. October's report was in late on the 10<sup>th</sup>. November's report was in late on the 15<sup>th</sup>. If the December report is not in by the 6<sup>th</sup>, the Partner Agency will not be able to pick up food until the report is turned in.
5. If an agency has not turned in the previous month's report and is late on the current month's report, and the above procedure has been followed, they will not be able to receive any food from the warehouse until their monthly reports are up-to-date.
  - i.e. October's report has yet to be turned in. November is past due. At this point, the Partner Agency is missing two months' worth of reports and will not be allowed to pick up food until both reports are turned in.

Agency Relations will provide:

- an email or call to an agency who is late on their reporting as outlined above
- a list of agencies to the warehouse team (manager, order processing, receiving desk) and VP of Programs by the 7<sup>th</sup> of each month, listing those agencies that are 1) late and still allowed to shop/receive food once they have talked with AR or 2) late and not allowed to receive food
- the receiving desk with a list of agencies who are on the "late" or "no shopping" list explaining to the agency the steps they need to take to be removed from the list.

\*After Hour Box agencies will not be able to pick up more after hour boxes until reporting is up-to-date.