



## FOOD for Lane County PARTNER AGENCY AGREEMENT



This Agreement is between FOOD for Lane County (FFLC), 770 Bailey Hill Road, Eugene OR 97405 and \_\_\_\_\_ (Partner Agency).

The following distribution sites operated by this Partner Agency covered under this Agreement are: \_\_\_\_\_

The agency service category for the Partner Agency is: \_\_\_\_\_

### **I. Term**

This Agreement shall become effective on November 1, 2009 and shall expire, unless otherwise terminated or extended, on June 30, 2011.

### **II. Purpose**

The purpose of this Agreement is to outline the responsibilities of FFLC and Partner Agency in conducting a food distribution program.

### **III. Guiding Principle**

By entering into this Agreement, FOOD for Lane County (FFLC) and 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 FFLC's Partner Agencies.

### **IV. Statement of Work**

FOOD for Lane County agrees to:

1. Provide products on a regular schedule. Food will be distributed according to the FFLC priority system and/or product perishability.
2. Abide by all food storage and record keeping standards in accordance with federal, state, and local government; Oregon Food Bank (OFB); Feeding America (FA); and donor requirements.
3. Provide Partner Agency two working days to inspect the product provided by FFLC from the time of distribution. In the event the Agency does not notify FFLC within two working days that the Agency rejects the product, it shall be considered accepted.
4. Notify Partner Agency of any known donor imposed conditions prior to

Partner Agency taking possession of product. In the event that FFLC is informed of such conditions by primary donor after distribution to Partner Agency, FFLC will notify Partner Agency within 24 hours of when the notification has occurred.

5. Provide training to the Partner Agency on record keeping, safe food handling and storage, and sanitation and safety standards for the Partner Agency's proper handling of all products. Provide training on Civil Rights and the development and use of a Limited English Proficiency Plan, which are required by federal law for Partner Agencies receiving TEFAP commodities and are required by FFLC for all other Partner Agencies.
6. Perform an on-site monitoring evaluation for each Partner Agency, including all programs and distribution sites, at least once annually and retain on file documentation of those evaluations completed for the current fiscal year and the three preceding fiscal years. FFLC shall provide copies of evaluation forms to OFB as they are completed. FFLC shall require action by the Partner Agency to address any compliance issues as described in FFLC's Suspension, Termination, and Appeals Policy (Appendix A), with copies provided to OFB.
7. Budget for and acquire resources and opportunities to provide training and technical assistance to enhance the operation of FFLC and the network of Partner Agencies.
8. Promote food banking through the activities of the network, in order to increase public awareness of hunger and other food-related issues.
9. Seek out and develop food drive opportunities to increase food supplies available to the FFLC's network of Partner Agencies.
10. Assess a shared maintenance contribution to Partner Agency for storage and handling of privately donated products, when applicable, not to exceed the maximum amount established by Feeding America (see Appendix E for applicable shared maintenance fees).
11. Inform Partner Agency of the Partner Agency Grievance Policy (Appendix B), which is available to FFLC Partner Agencies who have a grievance regarding the policies or business conduct of FFLC and would like to request action.
12. Adhere to FFLC's Suspension, Termination, and Appeals Policy (Appendix A).
13. Adhere to FFLC's Food Solicitation Policy (Appendix C).

Partner Agency agrees to:

1. Provide services to and not engage in discrimination against any person because of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military, status as a protected veteran, or other groups protected by law.
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 and to post and abide by the OFB Network *"Rights and Responsibilities"* poster.
3. Maintain regular distribution hours to ensure food recipients have reasonable and equitable access to food provided by the Partner Agency.
4. Inform FFLC prior to changes in operating hours, temporary closures, and staffing changes relevant to food assistance service. If prior notice is impossible, Partner Agency agrees to notify FFLC as soon as possible to ensure information and referral service is uninterrupted.
5. Pay assessed share contribution for donated products and to agree to support the network philosophy of shared maintenance of the food banking system (see Appendix E for applicable shared maintenance fees).
6. Submit all required reports to FFLC no later than the 10th of the following month.
7. Participate in an annual on-site monitoring evaluation by FFLC of each food program or distribution site and allow inspection by the Oregon Housing and Community Services (TEFAP programs only) and Oregon Food Bank (OFB).
8. Adhere to FFLC's Food Solicitation Policy (Appendix C).
9. If Partner Agency distributes USDA product, Partner Agency agrees to use client sign-in sheets that include USDA guidelines.
10. Maintain on-site files containing current FFLC agreements, monthly reports, monitoring evaluation forms, and food receipts, retaining reports, monitoring evaluation forms, and food receipts on file for the current fiscal year and the three preceding fiscal years. Partner Agencies receiving USDA products must also maintain current civil rights and TEFAP policies on site.

11. Ensure that all persons overseeing food distribution activities hold a current food handler's card.
12. Follow all state and federal laws governing 501(c)(3) private nonprofit organizations; provide proof of 501(c)(3) status or acceptable sponsorship status; and conduct business in a manner that is consistent with generally recognized best practices for such organizations.
13. Notify FFLC if a product does not conform to the order pick-up invoice or is apparently not fit for human consumption. The Partner Agency shall have two (2) working days after delivery/receiving to reject such product and provide reasons for such rejection. All products accepted by the Partner Agency are accepted in "as is" condition.
14. Abide by the OFB Food Storage, Handling and Safety Practices (Appendix D). Partner Agency will ensure employees and volunteers are provided training or have experience to safeguard the quality and safety of foodstuffs distributed or served to individuals accessing food.
15. Assume all responsibility for evaluation, handling, and timely distribution and/or use of products accepted from FFLC and screen all foods from all sources for safety.
16. Hold Feeding America, OFB, FFLC, and the primary donor harmless from any and all liability, claims, damages, causes of action, at law or in equity, or any obligation whatsoever arising out of or related to acceptance, storage, distribution and/or use of products acquired through FFLC or a FFLC identified donor.
17. Distribute products only in accordance with the Partner Agency's stated purpose as documented in the Partner Agency Application and consistent with the Partner Agency's tax-exempt purpose. Donated product will not be exchanged by Partner Agency for money, property, or services, or otherwise allowed to re-enter commercial channels. Food and products are to be provided free of charge to recipients. No additional requirements, beyond Partner Agency reported eligibility for service requirements, shall be made to receive product. No charges may be assessed to clients for the food.
18. Abide by any conditions placed by the donor on products when there is clear and timely notification of such conditions by FFLC.
19. Designate a person(s) to act as liaison with FFLC. This person(s) or their representative will attend regularly scheduled meetings convened by FFLC.

20. Pay FFLC billings which are due upon receipt of invoice. FFLC will not allow any Partner Agency account to become over 30 days past due without having made prior arrangements.
21. Not improperly stockpile donated food or other products.
22. Abide by all requirements of federal, state, and local government, Feeding America, and other donors applicable to the receipt and distribution of products provided by or purchased from FFLC or provided by a FFLC identified donor.
23. Require staff and volunteers to have a formal confidentiality agreement that assures respect for the privacy and confidentiality of client information.
24. Have a Limited English Proficiency plan in place, and on file, that all staff and volunteers are aware of and know how to execute.
25. Have at least one staff person or volunteer on site at all times that has received training in OFB and FFLC food safety protocols.
26. Provide orientation and training to volunteers including, but not limited to, civil rights, Limited English Proficiency plan, confidentiality, food safety, FOOD for Lane County and the Oregon Food Bank Network, emergency/disaster plans, and any other pertinent topics.

**V. General Provisions:**

1. This Agreement may be terminated immediately by mutual consent of all parties, or by either party upon written notice. Termination with cause will follow the provisions of FFLC's Suspension, Termination and Appeals Policy (Appendix A).
2. This Agreement will be updated and executed regularly.
3. FFLC may ask that a new agreement be signed in the event of a change of the principle Partner Agency staff (i.e. the executive director or program manager).
4. FFLC will provide donated food or other products to Partner Agency pursuant to the terms of this agreement and in some circumstances Partner Agency may donate food or other products to FFLC. FFLC and Partner Agency agrees and acknowledges that they each disclaim all warranties and representations, express or implied, relating to the - donated items and that each accepts such donated items "as is."

The undersigned hereby certifies that he/she is a duly authorized agent Partner Agency and his/her signature binds Partner Agency to the terms, conditions, and limitations of this agreement. When both parties have signed this agreement, all appropriate documentation has been submitted to FFLC, and the Partner Agency application is approved by FFLC and OFB, Partner Agency is enrolled as a Partner Agency at FFLC, is enrolled in the Oregon Food Bank Network and is a Local Agency of the Regional Food Bank.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed \_\_\_\_\_  
Partner Agency Director/Manager Title  
\_\_\_\_\_  
Printed Name Date

*Sign the section below only if you are under the sponsorship of another 501(c)3 organization:*

Signed \_\_\_\_\_  
Sponsor Agency Director/Manager Title  
\_\_\_\_\_  
Printed Name Date

Signed \_\_\_\_\_  
FFLC Authorized Signature Title  
\_\_\_\_\_  
Printed Name Date

This Agreement becomes effective only after signed by the authorized OFB representative. The OFB signature is only necessary on the first signing of this agreement. Regular updates do not require this signature.

Signed \_\_\_\_\_  
OFB Representative Title Date

**Appendix A:  
FOOD for Lane County's  
Suspension, Termination, and Appeals Policy  
2009**

FOOD for Lane County will conduct an on-site visit of each agency applicant prior to approval as a partner agency. Once approved, the Agency Relations Coordinator conducts an on-site monitoring visit at least once annually to review operations as they relate to handling and storage of food, required records, and to provide assistance and training. The monitoring visits are required per FOOD for Lane County's agreements with Feeding America and Oregon Food Bank. FOOD for Lane County reserves the right to monitor each and any partner agency more frequently.

If, at any time, the Executive Director or designee observes or perceives any problems or violations, the partner agency will be notified in writing of the violation, the corrective action that must be taken, and time period by which the corrective action needs to occur.

Violations include but are not limited to:

1. Exchanging donated food or other products for money, property, or services.
2. Removal of donated food or other products from an on-site program for private use.
3. Using donated food or other products in a manner that is not related to the exempt purposes of the partner agency.
4. Failure to submit reports required by FFLC when due.
5. Delinquent reimbursement of shared maintenance contributions.
6. Endangering product integrity or safety through improper storage, refrigeration, or transportation.
7. Donated food or other products are improperly stockpiled.
8. Violating any federal, state, or local statute, ordinance, code, or regulation.
9. Violating any terms or conditions of the Partner Agency Agreement between itself and FOOD for Lane County and other agreements or policies, including, without limitation, the Food Solicitation Policy and USDA-TEFAP Sub-Distribution Agreement.

## **Procedure**

### **Corrective Action (30 days):**

If in the course of monitoring, or at any time, the Executive Director or designee believes that corrective action needs to be taken to comply with FFLC partner agency requirements, the partner agency will be informed in writing of the violation and given a 30-day time period to take corrective action and respond to FFLC.

The purpose of the corrective action period is to place a partner agency on notice that it must bring its program into compliance or it will be suspended. During the corrective

action period, the partner agency retains all rights and privileges. If the violation is not rectified by the end of the corrective action period, the Executive Director or designee has the authority to extend the corrective action period or suspend the partnering agency. A partner agency's corrective action period terminates when one of the following occurs:

1. The partner agency satisfies the Executive Director or designee that the violation has been rectified, or
2. The partner agency has been suspended.

**Suspension (up to 90 days):**

Upon the occurrence of any violation, or after failure to correct violations within the 30-day corrective action period, the Executive Director or designee has authority to place partner agencies on suspension. Suspension status suspends the partner agency's ability to order or receive food from FFLC and will not exceed 90 days. The partner agency will be notified in writing of the suspension, which will state the nature of the violation(s) and request cooperation with the resolution of the problem. The partner agency may return to good standing when the partner agency satisfies the Executive Director or designee that the violation has been rectified. If the partner agency does not correct the violation within the 90 day time period, the Executive Director or designee may terminate the partner agency.

**Termination:** The FOOD for Lane County Executive Director or designee has authority to terminate the partner agency at any time. Upon termination, the partner agency loses all rights and privileges of a partner agency as well as its status as such. A terminated partner agency must re-apply to become a partner agency again in the future.

**Appeals:** The partner agency may appeal its suspension or termination status to the FOOD for Lane County Board of Directors by delivering such an appeal, in writing, to the Executive Director within 30 days following the receipt of notice of suspension or termination. The Board of Directors shall investigate the suspension and termination and make recommendations within 60 days of receipt of the appeal. The decision of the Board of Directors shall be final and not subject to further appeal.

**Appendix B:  
FOOD for Lane County's  
Partner Agency Grievance Policy  
2009**

This policy is available to FFLC Partner Agencies who have a grievance regarding the policies or business conduct of FFLC and would like to request action. A grievance is a perceived inconsistency in FFLC policies or practices that result in unfair or inequitable treatment and that has given rise to the agency's complaint.

To submit a grievance, the partner agency must submit a written statement to the Executive Director within 30 days of the action in question, or within 30 days of when the partner agency knows or should know of the action, but in no event more than a year from the date of the occurrence. The Executive Director or designee will review the complaint and provide a response in writing within 60 days of the receipt of the grievance. The response will offer resolution or determination of action regarding the complaint. The Executive Director or designee may schedule a meeting with an agency representative prior to responding, or a response may be answered in writing, without a meeting.

If the partner agency is dissatisfied with the resolution, they may submit a written appeal to the Chair of the Board of Directors within 30 days of receipt of the Executive Director's resolution. The Chair will investigate the grievance and make recommendations within 60 days of the receipt of the grievance. The decision of the Chair shall be final and not subject to appeal.

**Appendix C:  
FOOD for Lane County's  
Food Solicitation Policy  
2009**

Partner Agencies will not solicit food donations from current FOOD for Lane County food donors if doing so is likely to diminish the food resources of FFLC. FFLC will not solicit food donations from current Partner Agency donors if doing so is likely to diminish the food resources of that Partner Agency. FFLC will keep Partner Agencies apprised of the status of these food donor relationships, working to ensure donor partnerships serve FFLC and our Partner Agencies in the most effective manner. FFLC encourages Partner Agencies to coordinate with FFLC if the Partner Agencies have any question about the status of a potential food donor.

## **Appendix D: Oregon Food Bank Food Storage, Handling and Safety Practices**

### **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 operations and find out what their concerns are. In general, good warehouse and storage practices are:

- Keeping food off the floor by storing it on pallets, platforms or shelves
- Keeping food away from walls for good ventilation and pest control
- Keeping food, pallets and shelves clean
- Keeping doors and windows well sealed to prevent pest entry and water damage
- Maintaining proper temperatures (-10° F. for frozen food, 36° - 40° F. for refrigerated foods, 50° - 70° F. for dry storage foods, generally 50° F. for produce.) Check temperatures of all storage areas at least weekly (preferably daily) and keep a log of the date and temperature of each
- Maintaining a good pest control system. Check rodent traps at least once per week (preferably daily) and keep 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
- Ensuring you have no leaky compressors in freezers and refrigerated units. Remove ice build up as it occurs

Be sure to **keep all toxic chemicals, such as those used for pest control and soap products, well away from food areas. DO NOT STACK NON-FOOD ITEMS ON TOP OF FOOD ITEMS. DO NOT STACK TOXIC ITEMS (SUCH AS SOAP & BLEACH) ON TOP OF PAPER PRODUCTS.** It is recommended to keep non-food items away from high traffic areas, in a row separate from food items. It is a good idea to have a buffer row, such as empty pallets or bread trays between food and non-food rows.

All canned and packaged foods should be inspected, especially salvage products. Bulging cans and cans with sharp dents or rust on the seams should be discarded. Contact OFB for more information on what to look for in sorting salvage. Feeding America training materials are available through OFB, and training for OFB salvage sorters are held regularly at our main office in Portland.

Products past pull date should be inspected to assess fitness for consumption. Request information from the donor on how long past the pull 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 such as fresh dairy products go bad within a day or two of the pull date. Also check with your local county extension service for more information.

Donations from restaurants must be handled carefully. Food items should be either frozen or kept hot enough to prevent growth of bacteria.

**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 member food helping agencies.

**Appendix E:  
FOOD for Lane County's  
Shared Maintenance Contribution Fees  
2009**

As of October 2009, the following share contribution fees are in effect:

<b>Agency category</b>	<b>Type of Program</b>	<b>Share Contribution Fee</b>
1A	Emergency Food Box Program	No share contribution
1B	Emergency Meal Site or Shelter	No share contribution
2A	Non-Emergency Meal Program	\$.14 per pound
2B	Non-Emergency Program with broader focus	\$.14 per pound
2C	Gleaning Program	No share contribution ( <i>access to surplus food only</i> )
2D	Extra Helping	No share contribution ( <i>access to surplus food only</i> )
2D	Brown Bag	No share contribution

**What are share contribution fees?**

Share contribution fees are charged by FOOD for Lane County to Partner Agencies for food bank products on a per pound basis. ***The people receiving food through the Partner Agency must never be charged for the food.*** The function of share contribution is to support FOOD for Lane County's work on behalf of all Partner Agencies.

**Why do food banks charge share contribution fees?**

Share contribution fees enable a community to operate one food distribution system, thereby saving individual charities the high cost of storage, personnel and transportation, which would be required to receive large donations directly. These economies of scale allow for the most efficient and effective use of both food and financial donations. Share contribution fees help provide a stable funding base to ensure continuity and consistency in providing food bank services.

**What do share contribution fees cover?**

Share contribution offsets a small portion of the costs incurred in soliciting, processing, storing and delivery of donated grocery products through the regional distribution system serving low-income individuals and families in Lane County. The expenses associated with operations of the central warehouse include: utility and maintenance costs; staffing and volunteer coordination to process and distribute orders; and, the purchase and operation of trucks and equipment to transport food.

**What is the maximum share contribution fee?**

Share contribution fees will never exceed the maximum amount established by Feeding America, which is \$.19 per pound as of October 2009. FFLC will provide Partner Agencies adequate advance notice to plan and prepare if there will be a change in share contribution fees.