

Member Agency Contract



In partnership with:



CONTENTS

Preamble

Section 1 Agency Release

Section 2 Agency Eligibility and Compliance Standards

1. Service Area
2. Nonprofit Status
3. Operational Requirements
4. Food Safety
5. Service Requirements

Section 3 Monitoring

Section 4 Non-compliance Policies

1. Probation Policy and Procedure
2. Suspension Policy and Procedure
3. Termination Policy and Procedure
4. Inactivation of Membership Status
5. Grievance Procedure

Section 5 Miscellaneous Provisions

Section 6 Addendum

1. Warehouse and Inventory Information
2. Authorized Shoppers
3. Shopping and Check-out Procedures
4. Dry Food, Refrigerated Food, and Frozen Food Storage
5. Repackaging Guidelines
6. Additional Resources
7. Sample Client Intake and Record Form

Signature Page

The Food Bank for Larimer County, a Colorado nonprofit corporation (referred to as the “Food Bank” in this document) and the applicant Agency (referred to as the “Agency” in this document), by signing below shall have entered into this Member Agency Contract (referred to as “Contract” in this document) as of the effective date. *The effective date is when the Food Bank’s Member Agency Committee approves the applying agency, and the contract is signed by the Executive Director, Programs Director, and Board President of the Food Bank for Larimer County.*

The purpose of this Contract is to establish the Agency’s membership with the Food Bank for Larimer County, provide definition and guidance for the business relationship between the Agency and the Food Bank, foster a cooperative spirit, and improve the capacity of our community’s resources to end hunger in Larimer County.

PREAMBLE

In the belief that together we can resolve food insecurity issues in Larimer County and subject to the terms and conditions of this Member Agency Contract, we, the Agency and the Food Bank for Larimer County, commit ourselves to:

1. Collaborating toward the common goal of maximizing the provision of safe and nutritious food resources to people in need, and relieving hunger throughout Larimer County.
2. Sharing resources and providing mutual support in order to best meet the needs of food insecure residents of Larimer County.
3. Uphold professional standards and a code of conduct based on trust, mutual respect and support for one another.

SECTION 1: AGENCY RELEASE

The Food Bank, the original donor, and Feeding America specifically disclaim any warranties or representations, expressed or implied, as to the purity or fitness for consumption of all donated items.

Whereas the Food Bank has offered to solicit, maintain, and provide certain foods and related items as available to the Agency, the Agency hereby warrants, represents, and guarantees as follows:

1. All donated product is accepted by the Agency in “as is” condition without any express or implied warranty, guarantee or other assurance of quality.
2. The Agency hereby accepts full responsibility for the purity and fitness for consumption of all donated product accepted.
3. The Agency will serve the donated product as soon as possible and in compliance with applicable requirements.
4. The Agency hereby warrants and guarantees to indemnify, defend and hold the Food Bank and Feeding America, and their directors, employees and volunteers, as well as the original donor harmless from all liabilities, claims, losses, causes of action, suits at law or in equity or any other obligation whatsoever arising out of, or related to, this Contract, or any action by the Agency or any third party in connection with the Agency’s storage and/or use of the donated product supplied by the Food Bank.

SECTION 2: AGENCY ELIGIBILITY AND COMPLIANCE STANDARDS:

Eligibility to receive donated product from the Food Bank requires compliance by the Agency with a number of operating standards which are described in this contract. These standards are derived from Feeding America's IRS Code 170(e)(3) Interpretive Guide, which explains that "all products (food or otherwise) donated to members [Food Banks] must be considered as having been donated under the provisions of Section 170(e)(3) of the U.S. Internal Revenue Code." The goal of these standards is to establish and maintain a credible, safe, and effective county-wide distribution system for donated product. The standards define mandatory operating procedures and practices to ensure food safety, financial and inventory accountability, and administrative cohesion between Agencies and the Food Bank. All operating standards within this Contract have been reviewed and approved by the Food Bank's Board of Directors.

Applications for new Agency Membership are accepted throughout the year. The following list of requirements is not exhaustive and Agency Membership is not guaranteed, as Agency Membership is a privilege, not a right. Agency Membership decisions will be made within one month of receipt of a completed Program Application, Member Agency Contract, a copy of the applying agency's 501(c)(3) status, and a copy of a current (within three years) Food Safety training certificate, if applicable. In addition, an initial Agency site visit must be completed prior to Membership approval.

In order to qualify, an Agency must affirm that the following Criteria are true and they must remain true in order to continue to be qualified:

1. SERVICE AREA

The Agency must be located in Larimer County and food distribution must take place within Larimer County.

2. NONPROFIT STATUS

- A. The Agency must be a federally tax exempt 501(c)(3) organization.
 - 1. Churches that do not have Federal 501(c)(3) documentation must submit the following:
 - a. If the Church is affiliated with a state, regional or national organization: written documentation indicating that the Church is in good standing with the "Parent" Church.
 - b. Federal IRS group exemption letter from of the "Parent" Church, if applicable.
 - c. Documentation of incorporation, indicating that the Church has been in existence for a minimum of three (3) years.
 - d. Documentation of existing food program (e.g. Pantry), indicating that it has been in existence a minimum of six (6) months.
 - e. Days and hours that food program is open. Days and hours of operation must also be posted in a public place.
- B. The Agency may be an unincorporated program designated as the "fiscally-sponsored agency" of a Federal tax-exempt 501(c)(3) organization, in distributing donated product obtained from the Food Bank to eligible recipients, under the following conditions:
 - 1. The 501(c)(3) organization must affirm such designation in writing, acknowledging the responsibility to enforce all provisions of this Contract with the Food Bank to the designated Agency.
 - 2. The 501(c)(3) organization must be programmatically, fiscally and legally responsible for the donated product handling/distribution activities of the designated Agency.

3. Funds used to pay shared maintenance fees assessed by the Agency must come from the 501(c)(3) organization and not from the designated agency. All money received and disbursed in connection with the donated product handling/distribution activity must go through the fiscal books of the 501(c)(3) organization.
- C. If the Agency is affiliated with a state, regional, or national organization, the Agency must provide documentation indicating its affiliation with the “Parent” organization.
- D. The Agency may not be a private foundation, even if it has 501(c)(3) exemption.
- E. The Agency must complete an application for each of the programs that will be utilizing products from the Food Bank. Each program must qualify for Member Agency status under the same eligibility guidelines as the Parent Member Agency. Product acquired from the Food Bank for the purpose agreed upon in the Agency Application, may not be used for any other programs. *For example, if the Agency applies for membership as a Food Pantry, the Agency may not use the food for other programs including, but not limited to, soup kitchens/meal programs, day care programs, retreats, Sunday school, convents, Bible studies, church fellowship functions, appreciation banquets, fundraisers, or any other institutional uses.*
- F. As per IRS Code 170(e)(3), in order to receive donated food products, the Agency must be incorporated for the purpose of serving the ill, needy, or infants (minor children).
- G. The Agency’s clientele must consist of a majority of individuals or households in need. The Agency must have a means for determining clientele needs based on self-declared income, distress, or other need-based factors. The Food Bank strongly recommends using the 185% of federal poverty guidelines to determine income needs. Please visit the Food Bank’s website for income guidelines: www.foodbankklarimer.org.
Individuals and households may qualify for incidental or temporary assistance due to medical expenses, utility or rental expenses, weather or natural disaster impact, personal/family “life-style change” (divorce, abuse, illness, death of partner, etc.). The Food Bank strongly recommends documenting clients’ needs in order to better serve clients in the short and the long term; documentation allows Agencies to assist clients with additional community resources when appropriate.
- H. The Agency will provide the Food Bank with the procedure it uses for determining need.
- I. The Agency agrees that, in compliance with the requirements of Section 170(e)(3) of the Internal Revenue Code, all food received from the Food Bank for Larimer County shall be given directly to its clients in the form of meals, snacks, or distributed in emergency or supplemental food packages, at no charge to the client.
- J. The Agency must distribute donated products free of charge for use by the ill, needy, or infants (minor children).
- K. The Agency may only distribute food to designated clients. Food may not be used for staff or volunteer meetings, special events, fund raising purposes, or consumed by non-clients in any other form.
 1. Food may not be consumed by, or distributed to, the Member Agency staff members or volunteers, including using food as compensation or reward.
 2. For congregate meal sites there will be occasions in which staff and volunteers will eat with clients, but food items should never go only to staff or volunteers; service to staff or volunteers should be incidental.
- L. The Agency shall neither offer for sale, sell, transfer, nor barter Food Bank product in exchange for money, other properties, or services.

- M. The Agency agrees not to transfer any items acquired from the Food Bank to any other organization unless transfer procedures are documented and approved by the Food Bank.
- N. In the event that the Member Agency loses its 501(c)(3) status with the IRS, the Member Agency must immediately notify the Food Bank.

3. OPERATIONAL REQUIREMENTS

- A. In exchange for being recognized as a Member Agency and receiving donated product from the Food Bank, the Agency agrees to support the operation of the Food Bank by contributing to the “shared maintenance fee” per pound of donated product. The shared maintenance fee helps recover a portion of the handling cost associated with acquiring and distributing food.
- B. The Agency agrees to adhere to any additional donor stipulations that may be required.
- C. The Agency must have adequate refrigeration and storage space to ensure the wholesomeness and safety of food until it is used and/or distributed.
 - 1. The Agency will make the Agency Relations Coordinator or the Programs Director aware of all food storage locations, regardless of the source of food stored in these locations.
 - 2. Food received from the Food Bank cannot be stored outside of these designated areas, including storage in personal residences or vehicles.
 - 3. Agencies without adequate refrigeration and freezer storage will not be permitted to pick-up perishable or frozen products.
- D. Agencies that prepare or repackage food must meet the requirements of the Larimer County Health and Environment Service’s “Retail Food Establishment” regulations. In order to repack foods, minimum requirements include the following plumbing fixtures: 1). a three compartment ware washing sink with a 24” drain-boards, 2). hand sink, 3). food preparation sink with an 18” drain-board (if any produce is handled), 4). and a utility or mop sink or basin. Also a restroom for employee or volunteer use should be available. Finishes in the food handling, ware washing, and storage areas should be smooth, durable, non-absorbent, and easily cleanable. A copy of the Retail Food Regulations can be found at www.larimer.org/health/ehs/food.asp.
- E. Food received from the Food Bank shall not be stored or distributed from a private residence or vehicle.
- F. The Agency shall keep appropriate records that accurately reflect the total amount of product received from the Food Bank and distributed to clients.
 - 1. The Member Agency shall maintain chronological records of all receipts for food received from the Food Bank (up to one year).
 - 2. The Member Agency agrees to maintain a record of the individuals or households served on a monthly basis and provide that information to the Agency Relations Coordinator or Programs Director on an annual basis. The Agency Relations Coordinator will contact the Member Agency regarding dates to submit information and the format in which to send information. The Food Bank typically does not ask to see individual files or the amount of food distributed to individuals or households. A sample Client Intake and Record form is included in the Addendums to this Contract.
- G. The Member Agency shall make reasonable efforts to distribute food equitably amongst its clients. It is therefore highly recommended that the Member Agency visibly post the following:
 - 1. Member Agency hours of food access/distribution;
 - 2. Frequency of client access allowed;

3. Program eligibility; and
4. Guidelines for amount of food received (if each client does not receive the same amount of food, based on family size).

4. FOOD SAFETY

- A. The Agency must have a system for securing food products received and have adequate refrigeration/freezer space and dry storage to ensure the safety and wholesomeness of product until used and/or distributed. Measures taken to secure food products and maintain food integrity shall include, but are not limited to:
 1. Member Agency representatives are qualified to, and will, inspect all food they receive from the Food Bank to determine whether it is wholesome and appropriate for clients' consumption.
 2. When transporting food to your agency, store refrigerated and frozen foods in coolers with ice packs. If outside temperatures exceed 80°F, agencies transporting refrigerated or frozen foods more than ten (10) miles are required to use coolers with frozen ice packs. The use of thermal blankets is also acceptable. Food Bank warehouse staff will periodically audit the transportation and storage methods used in vehicles. If an audit is preformed and there are no coolers or thermal blankets, the Agency will not be allowed to take food. It is essential to keep foods within proper temperature range during transportation to ensure the safety of the food.
 3. Keeping donated product distinct from that of other programs, staff and/or personal use.
 4. Restricting access to food storage areas with lockup capacity.
 5. Storing food off the ground (at least 6 inches), in a thermostat-controlled, dry area protected from danger of freezing.
 6. Storing grains, cereals, etc. in such a way as to protect against rodent problems.
 7. Keeping thermometers in every freezer and refrigerator, and maintaining daily temperature logs.
- B. The Agency shall also meet any applicable local, state, and federal health and safety requirements regarding the safe and proper handling of food. The Food Bank requires a current Larimer County Health Inspection report from any Agency that prepares or repackages food, in order to access food from the Food Bank. Please refer to the Larimer County Health and Environment Services Food Safety Program for the applicable guidelines: www.larimer.org/health/ehs/food.asp.
- C. The Agency is responsible for ensuring that its program staff and volunteers are trained properly in hygiene, safe handling of food, and dealing with the public in a professional manner.
- D. The Member Agency agrees to keep a minimum of one staff person, involved in the agency's food program, food safety certified at all times. To this end, the Member Agency agrees to update the Agency Relations Coordinator or the Programs Director regarding changes to certified personnel. If the Member Agency is defined by multiple programs, the Member Agency agrees to keep a minimum of one staff person food safety certified at all times for each program or distribution site. The Food Bank has Food Safety training information that it will provide to each of its Member Agencies. If an alternative Safe Food Handling certification has been obtained, the Member Agency will provide proof of certification, along with the name of the training company and date of the course. In addition, if the Member Agency utilizes food

from the Food Bank to prepare and serve meals, the main food service program staff is required to meet local commercial food safety standards.

5. SERVICE REQUIREMENTS

The Agency will ensure the fair distribution of food while maintaining the dignity of recipients by agreeing to the following standards:

- A. The Agency will treat recipient applications and written records as confidential material, keeping all intake information on-site, in a locked and secure area, or electronically on a password protected computer.
- B. The Agency must be open publically to all eligible recipients. Eligible staff, volunteers, congregational members, or any other subgroup of recipients shall not be given priority or exclusive rights over the distribution of products received from the Food Bank.
Example: Churches may not use food acquired from the Food Bank to feed only members and/or attendees of their own congregations. Churches must demonstrate, and document if requested, their willingness to serve people from outside their own congregation.
- C. Recipients may not be required to attend a religious or political meeting or to make a statement of faith, non-faith, or pledge membership, or to attend any religious or political meeting before, during, after, or in exchange for Food Bank products.
- D. The Agency agrees to treat recipients with respect and dignity.
- E. The Member Agency will not refuse service to any client due to race, color, religion, sex, pregnancy, sexual orientation, gender identification, national origin, age, disability, medical condition (including genetic characteristics), veteran status, marital status, or any other characteristic protected by federal, state, or local laws.
- F. The Agency agrees to post an anti-discrimination policy poster detailing a grievance policy and means to alert the Food Bank of any violations.

SECTION 3: MONITORING

The Agency monitoring process serves to ensure compliance with state and federal law, as well as the Member Agency Contract. A Food Bank representative will visit Agencies once every two years to evaluate the Food Bank and Agency partnership, or more frequently as deemed necessary by the Food Bank, and to promote food safety and Agency best practices. Monitoring will take place at the Agency, during program hours.

- A. The Agency agrees to a preliminary on-site visit by a Food Bank representative during the application process.
- B. The Agency agrees to allow the Food Bank to monitor the Agency and its food program operations at least once every two years, or more often at the Food Bank's discretion.
- C. The Agency will allow the Food Bank to monitor the Agency at its own discretion, announced or unannounced. *Unannounced monitoring visits will only be conducted during the posted operating hours of the Agency. Food Bank staff will strive to work with Agency staff or volunteers to arrange an agreed upon appointment to meet.*

SECTION 4: NON-COMPLAINE POLICIES

1. PROBATION POLICY AND PROCEDURE

The Food Bank's Programs Director and Executive Director have the authority to place any Member Agency on probation if the Member Agency is determined by the Food Bank to be in violation of the Contract or state or federal law. The Agency may be placed on probation for a period of time determined at the discretion of the Executive Director or the Programs Director of the Food Bank, usually not to exceed three months. Notification of probation will be in writing.

The purpose of the probationary period is to place an Agency on notice to bring its program into compliance, or face suspension. During the probationary period, the Agency retains all the rights and privileges of its membership with the Food Bank. If the violation is not rectified by the end of the probationary period, the Programs Director or the Executive Director has authority to extend the probationary period or to recommend suspension of the Agency. The Agency's probationary status terminates when the Agency rectifies the violation to the satisfaction of the Food Bank's Programs Director or the Executive Director.

The Agency may be put on Probation for the following reasons:

- The Agency is persistently delinquent in payment of shared maintenance fees/service charges. Unpaid balances are due 30 days from the date of the statement.
- There is improper storage, refrigeration, or transportation of product.
- There is inadequate recordkeeping as required by the Contract.
- The Agency is in violation of any applicable state or local statute, ordinance, code or regulation.
- The Agency refuses to collaborate with other agencies in the Service Area.
- There is no screening process to determine that recipients are in need.
- A Food Bank representative is unable to monitor the Agency because the Agency is not open or does not respond promptly to attempts to schedule an appointment.
- Agency director or staff fails to communicate or respond to Food Bank representatives in a timely manner.
- Disregard of warehouse use and polices (e.g. opening packages, disregarding quantity limitations).
- Any other reason found by the Food Bank Programs Director or Executive Director that violates the terms and provisions of the Contract.

2. SUSPENSION POLICY AND PROCEDURE

The Executive Director of the Food Bank has the authority to suspend any Member Agency. A member agency may be suspended without first being placed on probation if it is found to have one or more violations listed below. A Member Agency also may be placed on suspension if probation violations are not rectified by the end of the probationary period or if another violation has emerged during the same probationary period. Finally, a Member Agency shall be suspended if placed on probation more than twice during any twelve month period. Suspension notification will be in writing.

Upon suspension, an Agency loses its rights and privileges of membership including access to Food Link products. The Agency's suspension may end when the Agency rectifies the violation(s) to the satisfaction of the Food Bank's Programs Director and the Executive Director. This may include a

monitoring visit from a Food Bank representative prior to any reinstatement decision. The final decision regarding reinstatement will be that of the Executive Director and will be in writing.

Member Agencies may be suspended for any of the following violations:

- Exchanging donated product for money, property or services.
- Removal of donated product from Agency for private use.
- Using donated product in a manner that is not related to the exempt purposes described in the section 170(e)(3) of the Internal Revenue Code and violating the Food Bank's and Agency's 501(c)(3) status.
- There is no visual accountability to indicate to Food Bank staff how the Agency operates in serving the ill, needy, or infants (minor children).
- The Agency is not open to the public and is found distributing donated product to unqualified recipients or exclusive groups such as clubs, associations, sports teams or church congregations.
- Failure to make good any insufficient funds along with the payment of any additional bank fees.
- Staff or volunteers of the Agency display blatant disregard or disrespect for Food Bank policies and/or representatives.
- Violations of food safety standards.
- Any other violations of the Contract or state or federal law.

3. TERMINATION POLICY AND PROCEDURE

This Contract may be terminated as follows:

- The Food Bank or the Agency may terminate this Contract for any reason or no reason by providing written notice of such a decision by its Board of Directors, effective immediately.
- The Food Bank may terminate the Contract if, after the Agency has been placed on probation or suspension as defined above, and the violation leading to probation or suspension have not been rectified. Termination will be documented and delivered via U.S. mail and e-mail.
- Changes to IRS Code 170(e)(3), Feeding America, or Food Bank policy eliminates the eligibility of the Agency.

The Food Bank for Larimer County reserves the right to alter or change the Non-Compliance Policies as it deems necessary and has the obligation to notify agencies of those changes. Publication in a Food Bank Newsletter, email, phone calls, and/or written letters will be considered sufficient notice.

The Food Bank may terminate this Contract for any reason or no reason at any time by providing written notice to the Agency, and without placing the Agency on prior probation or suspension. The probation policy and the suspension policy described above are solely for the convenience of the Food Bank and its efforts to assist with Agency compliance.

4. INACTIVATION OF MEMBERSHIP STATUS

If a Member Agency, or a program of the Member Agency, does not access Food Link for a period of 12 months, its Member Agency status will be listed as "inactive." The Member Agency will be notified prior to this status change to determine the reason(s) for not utilizing the Food Bank.

5. GRIEVANCE PROCEDURE

The Food Bank for Larimer County wishes to provide a comfortable and productive working relationship with its Member Agencies and their staff. To this end, the Food Bank would like you to bring any grievances you may have about its staff or the organization in general to our attention. This Grievance Policy is designed to provide a prompt and orderly resolution to complaints or disputes arising between the Food Bank and the Member Agency. This grievance procedure is solely for the convenience and improvement of the Food Bank and does not create any Agency right or remedy.

1. If the Agency has a complaint or issue it would like resolved, or if the Agency has reason to believe that there has been inappropriate conduct or activity on the part of any staff member of the Food Bank, the Food Bank requests that the Agency immediately place its concerns in writing and bring this concern to the Agency Relations Coordinator and/or the Programs Director.
2. If the Agency has discussed the matter with the Agency Relations Coordinator and/or the Programs Director and does not believe that the Agency has received a sufficient response, the Food Bank requests that the Agency notify the Executive Director. The Executive Director may request a conference with the Agency.
3. If the matter is not resolved after a conference with the Executive Director, and the Agency believes it still merits attention, it is requested that the Agency bring the matter forward to the Food Bank's Board of Directors. The Executive Director will provide the Agency with the Board President's contact information.
4. If the Agency considers the matter an emergency, legal, ethical or safety issue, use your best judgment to expedite the complaint process.

SECTION 5: MISCELLANEOUS PROVISIONS

1. Term. The term of this Contract shall commence on the date both parties fully execute the Contract and shall continue until terminated by either party, as provided herein. Either party may terminate this Contract at any time and for any reason by giving notice to the other party. Termination shall have no effect on either party's rights and obligations with respect to limitation of liability, indemnification, and disclaimer of warranties, as those provisions survive termination.
2. Disclaimer of Warranties. All food products and any services provided by the Food Bank under this Contract are supplied on an "as is" and "as available" basis without any express or implied warranty, guarantee or other assurance of quality. Member Agency accepts all risk concerning suitability, use, quality, performance or non-performance. The Food Bank makes no warranty, express or implied, and disclaims all implied warranties of merchantability and fitness for a particular purpose.
3. Indemnification; Limitation of Liability. Member Agency shall be solely responsible for its distribution of any food products from the Food Bank. The Agency hereby warrants and guarantees to indemnify, defend and hold the Food Bank and Feeding America, and their directors, employees and volunteers, as well as the original donor, harmless from all liabilities, claims, losses, causes of action, suits at law or in equity or any other obligation whatsoever arising out of, or related to, this Contract, or any action by the Agency or any third party in connection with the Agency's storage and/or use of the donated product supplied by the Food Bank. In no event shall the Food Bank or Feeding America be liable to the Member Agency or any other person for any indirect, incidental, consequential or punitive damages, including loss of profit or goodwill, for any matter arising out of or relating to this Contract and its subject matter, whether such liability is asserted on the basis

of contract, tort or otherwise, even if it has been advised of such damages. Feeding America and the Food Bank's total liability for any direct damages shall be limited by and shall not exceed the total fees paid by Member Agency to the Food Bank.

4. Legal Authority. Member Agency warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind Member Agency to its terms. The person(s) executing this Contract on behalf of Member Agency warrant(s) that such person(s) have full authorization to execute this Contract.
5. Independent Contractors. Each party and its governing board, officers, directors, employees, and agents are independent contractors in relation to the other party with respect to all matters arising under this Contract. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. Member Agency and its employees shall not be considered employees of the Food Bank for any purpose whatsoever, and are not entitled or eligible for any employment benefit or compensation for the Food Bank, for example, medical benefits, retirement benefits, or worker's compensation coverage.
6. Choice of Law; Jurisdiction; Venue. This Contract shall be governed by the laws of the State of Colorado, without regard to the conflict of laws provision thereof. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado District Court, and the exclusive venue shall be in the County of Larimer.
7. Entire Agreement; Amendment. This Contract shall constitute the final, complete, entire and exclusive understanding of the parties and shall supersede all prior or contemporaneous agreements, discussions, representations, and understandings, whether oral or written, between the parties respecting the subject matter hereof and cannot be amended, modified, waived or discharged except in writing signed by both parties.
8. Third Party Beneficiaries. Enforcement of this Contract and all rights and obligations hereunder and are reserved solely to the Food Bank and Member Agency. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.
9. Waiver. The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
10. Severability. In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.
11. Assignment. Member Agency's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the Food Bank. Any attempt at assignment, transfer, subcontracting without such consent shall be void.

SECTION 6: ADDENDUM

The information and guidelines stated in this Addendum may be subject to change by the Food Bank at its discretion.

WAREHOUSE AND INVENTORY INFORMATION

1. The Food Bank's Food Link shopping hours are: Monday through Friday 8:00am – 2:00pm
2. The Food Bank's office hours are: Monday through Friday 8:00am – 4:30pm.
3. Food Bank scheduled closures: The Food Bank will be closed for most major holidays, and an annual staff planning/inventory day on June 30 of each year. You will be notified by email regarding upcoming closures, and signs will be posted in the Food Link area.
4. Inclement Weather Closing: In the event that the Food Bank will be closed due to weather, a voicemail will be recorded on the main phone line: please call 970-493-4477 before coming in to shop. When possible, Agencies that have pre-arranged orders to be picked-up will be notified due to weather closure.
5. Children: Children must remain under the supervision of and in close proximity to an adult while in Food Link. Please be aware that there are fork lifts and pallet jacks in constant use in the warehouse. If an Agency representative leaves a child unsupervised, the Agency may be asked to leave.
6. Parking: While shopping in Food Link, please park along the north side of the building, allowing for enough space for traffic to pass.
7. Warehouse Regulations: No smoking, eating or drinking is allowed in the warehouse.
8. Inventory: The Agency understands that Food Bank's food items are in limited supply. The Agency also understands the all food provided by the Food Bank is donated except special items purchased by the Food Bank. For this reason, the Food Bank is unable to guarantee product availability.

AUTHORIZED SHOPPERS

1. Eligible Shoppers: Each Agency will designate staff and/or volunteers to be Authorized Shoppers. Clients, or those who will ultimately receive the food, are not eligible to be Authorized Shoppers, or to accompany Agency staff/volunteers while shopping in Food Link.
2. Shopper's Card: All Agencies will be issued a Food Link Shopper's Card for each of its Authorized Shoppers. The information on the card will include: the Member Agency ID number, the Member Agency name, the Program name (if applicable), and the Authorized Shopper's name. Authorization to shop in Food Link is specific to the cardholder and is not generic to a Member Agency or its individual programs; only the Authorized Shopper is permitted to use the issued card to shop.
3. Change in Authorized Shopper(s): All communication regarding changes or additions to the authorized shoppers list will be between the Food Bank's Agency Relations Coordinator or the Programs Director, and the Agency's Program Director or Executive Director. Communications regarding changes to an Agency's authorized shoppers list can be in the form of an email, or on agency letterhead, indicating the first and last name of the shoppers to be added or deleted from the Agency's authorized shoppers list.

4. New Authorized Shoppers: New authorized shoppers must complete a shopping orientation in Food Link prior to the initial shopping visit. Contact the Food Bank's Agency Relations Coordinator or Programs Director to schedule a shopping orientation.

SHOPPING AND CHECK-OUT PROCEDURES

1. Designated Shopping Area: Authorized shoppers may shop only in the designated shopping areas of Food Link, as presented in the shopping orientation.
2. Labels: All food and non-food items are categorized with a code and a "shared by" designation. Pricing is also listed on labels (according to "shared by" the pound or by the "case"). Items "shared by" the case may only be distributed by the case; do not open cases to take individual items.
3. Box Items by Category: Boxing items from each category (indicated on the labels) will help facilitate a quick check-out for authorized shoppers and warehouse staff.
4. Checkout: After shopping present your shopper's card to the warehouse staff member at the scale and computer. Indicate your agency and program, as well as your full name.
5. Invoices: One invoice is printed out for the Food Bank's file and one invoice is given to the shopper to take back to their agency. No money is exchanged at the time of check-out; a statement is sent to the Member Agency once a month, which is due within 30 days of the statement date.
6. Maintaining Food Bank Invoices: Please keep copies of invoices on file, at the agency's main office for one year, as required by the Food Bank's contract with Feeding America. These are important in notices of product recalls, which happen occasionally. If you do receive notice of a product recall, always check your physical inventory to verify that you do not have any of the recalled products in your food storage area.

DRY FOOD STORAGE GUIDLINES

1. Dry Food Storage: Food should never be stored directly on the floor. All dry food should be stored at least 6 inches off of the floor, on pallets, shelves, or in cabinets or plastic tubs. It would be best not to store dry foods in cabinets above the stove or refrigerator, as the heat will shorten the amount of time the food will stay fresh.
2. Best Dry Food Storage: The ideal condition for dry food storage is on mobile racking on casters located six inches away from the wall. This allows for periodic cleaning, sorting, and documentation of food on hand.
3. Wall Clearance Conditions: When wall clearance prohibits the ideal condition explained in item #2, or when the ideal is not possible or practical, monthly inspections underneath all shelves or racks is required. This includes the removal of all products from a shelf or rack and the inspection and cleaning of the area between the wall and product storage area.
 - a. The inspections should focus on sanitization, pest control, and "First-in-First-out" (FIFO) inventory procedures: food brought into your facility first (older foods) should be distributed before foods brought in at a later date. This guideline is meant to reduce the amount of time that food is stored.
 - b. Cleaning is defined as wiping with a cloth saturated with a chlorine solution of the proper sanitization strength; usually 2 capfuls of bleach to 5 gallons of water.
4. Plastic Totes or Bins: For products other than metal or glass packed containers, it is highly recommended that sealable plastic totes or bins be used to allow for easy inspection, cleaning and sanitizing.

5. **Safe Storage Practices:** Food products must be stored with appropriate separation from non-food/paper products. Paper products are defined as personal items, including diapers, feminine hygiene items, and adult sanitary products. If possible, keeping household paper items separate from food is also encouraged: items such as paper plates, napkins, paper towels, toilet paper, and facial tissue. All cleaners and chemicals must be properly labeled and stored away from any food products.

REFRIGERATED FOOD STORAGE

1. **Refrigeration and Bacteria:** Refrigeration slows bacterial growth. Bacteria grow most rapidly in the range of 40 degrees Fahrenheit and 140 degrees Fahrenheit. There are two families of bacteria: pathogenic bacteria, the type that cause food borne illness, and spoilage bacteria, the type that cause foods to deteriorate and develop unpleasant odors, tastes, and textures.
 - a. Pathogenic bacteria can grow rapidly in the “Danger Zone,” the temperature range between 40 and 140 degrees Fahrenheit, but they do not generally affect the taste, smell, or appearance of food. In other words, one cannot tell that a pathogen is present.
 - b. Spoilage bacteria can grow at low temperature outside the “Danger Zone” such as in the refrigerator, even below 40 degrees Fahrenheit. Eventually this type of bacteria can cause bad tastes or odors to develop. Most people would not choose to eat spoiled food, but if they did, they probably would not get sick. It usually comes down to an issue of quality versus safety.
 - c. Much of the above information may be referenced at:
http://www.fsis.usda.gov/wps/portal/fsis/topics/food-safety-education/get-answers/food-safety-fact-sheets/safe-food-handling/refrigeration-and-food-safety/CT_Index
2. **Refrigeration Temperature:** Refrigerated food must be stored at 40 degrees Fahrenheit or below. A thermometer must be kept in the refrigerator to monitor the temperature.
3. **Temperature Log:** The use of a temperature log for each refrigeration unit is highly encouraged. Temperatures should be monitored and recorded on a regular basis. For best food safety practices, Feeding America recommends temperature monitoring twice daily.
4. **Food Stored Temporarily Outside Refrigeration:** There are certain limited situations where refrigerated food may be safely stored for a limited amount of time outside of a powered refrigeration unit. The Food Bank for Larimer County will work directly with Member Agencies if this situation comes into question.

FROZEN FOOD STORAGE

1. **Frozen Storage:** Freezing is the best way to preserve the fresh-like qualities of food. Frozen food stored constantly at 0 degrees Fahrenheit will be safe. At minimum, frozen food needs to be stored at 10 degrees Fahrenheit or below. A thermometer must be kept in each freezer to monitor the temperature.
2. **Temperature Log:** The use of a temperature log for each freezer unit is highly encouraged. Temperatures should be monitored and recorded on a regular basis. For best food safety practices, Feeding America recommends temperature monitoring twice daily.

REPACKAGING GUIDELINES

1. The Food Bank does not recommend the repackaging of food, to be distributed to clients. If a Member Agency chooses to repackage food, the Larimer County Health and Environment Food Safety Services requires the following:
 - a. Agencies must meet the requirements of the Larimer County Health and Environment Service's "Retail Food Establishment" regulations. In order to repack foods, minimum requirements include the following plumbing fixtures: 1). a three compartment ware washing sink with a 24" drain-boards, 2). hand sink, 3). food preparation sink with an 18" drain-board (if any produce is handled), 4). and a utility or mop sink or basin. Also a restroom for employee or volunteer use should be available. Finishes in the food handling, ware washing, and storage areas should be smooth, durable, non-absorbent, and easily cleanable. A copy of the Retail Food Regulations can be found at www.larimer.org/health/ehs/food.asp.
 - b. Maintain a clean and designated space for the repackaging that is not used for any other purpose.
 - c. All safe food handling practices must be followed, including:
 - Before and after repackaging, wash, rinse and sanitize all repack materials (workspace, plastic bins, utensils, etc.). The floor must be swept and sanitized regularly.
 - Anyone repackaging food must wash their hands at a hand washing station prior to working, as well as wear gloves and a hairnet throughout the repackaging process.
 - Anyone repackaging food may not have exposed cuts or sores, illness, or be eating or drinking, or chewing gum.
 - All repackaged products must be labeled so the product is identifiable. For example, to be consistent with FDA regulations, all packaged product that the Food Bank distributes includes five labeling components: 1) the manufacturer/packager name; 2) product name; 3) ingredient list; 4) date (packed on, use by, etc.); and 5) product weight. These labeling components ultimately allow the end consumer to be informed about the product they will consume (allergy awareness, nutrition value, and age of product). The labeling is also critical for product recall tracking.
2. Repackaging of Nonfood: Member Agencies may likewise elect to repackage nonfood, such as toiletries, for clients. For the protection of the individual handling of the product and the end consumer, the above guidelines are also recommended. The workspace for food and nonfood handling must be separated.

ADDITIONAL RESOURCES AND WEBSITES

The Food Bank for Larimer County Website: hours of operation, location, contact and program information.	www.foodbanklarimer.org 970-493-4477
The Food Bank for Larimer County's Facebook page	www.facebook.com/foodbanklarimercounty
Feeding America: the nation-wide network of food banks	www.feedingamerica.org
Hunger Free Colorado: a statewide anti-hunger advocacy organization	http://www.hungerfreecolorado.org
Food Research Action Center: national anti-hunger advocacy organization	www.frac.org
Larimer County Extension: Safe Food Handler Training	www.larimer.org/ext 970-498-6000
Larimer County Health and Environment: Food Safety and Sanitation	www.larimer.org/health/ehs/food.asp (970) 498-6775 (970) 498-6776
The Food Keeper: a consumer guide to food quality and safe handling	http://www.arhungeralliance.org/Food_Keeper_Brochure.pdf
USDA food safety information	www.fsis.usda.gov

SAMPLE CLIENT INTAKE AND RECORD FORM (may be recorded electronically):

Date:

Name: _____ **Photo ID?** Yes No

Address: _____
Street Address City Zip Code

Phone:

Your age (please circle one): 18 or under 19-65 65 or over

Number of people living in household:

Do you receive SNAP (Food Stamp) benefits? Yes No

Total Household Monthly Income: \$ _____

Do you have housing? Yes No

Are you currently working? (Please circle all that apply) Yes No Full-time Part-time

Are you unable to work? Yes No

Unable to work due to (circle all that apply): Disability Unable to find work Other

Record of Visits:

Date **Need** **Any changes from previous visit?**

NOTE: residential and meal programs will record client participation differently -- for example: number of meals served, number of residents per month.

Please sign, date, and return this Contract, along with the following documents:

- A copy of your Agency's current IRS 501(c)(3) Determination Letter
- Your completed Program Application
- A copy of one staff member's (or regular volunteer's) current (within three years) food safety certificate, **OR**;
- A signed Food Safety Agreement provided by the Food Bank for Larimer County

Send to the Food Bank's Agency Relations Coordinator:

Scan and e-mail, or;

Send via mail: Food Bank for Larimer County, 1301 Blue Spruce Drive, Fort Collins CO 80524

In Witness Whereof, the parties hereto have executed this Contract to be effective as of the dates set forth herein.

Name of Agency and Food Program

Agency Executive Director (or equivalent)

Date

Agency Board President (or equivalent)

Date

Food Bank for Larimer County:

Food Bank Program Director

Date

Food Bank Executive Director

Date

Food Bank Board President

Date