

# Partner Agency Manual Northeast Iowa Food Bank

Every Meal. Every Day. Everyone.



# About Northeast Iowa Food Bank



Our MISSION of the Northeast Iowa Food Bank (NEIFB) is to provide nutritious food and grocery products to nonprofit organizations and individuals in Northeast Iowa, while providing hunger education programs to the area and to those in need.

Our VISION: We envision a community in which hunger is alleviated and all persons have adequate access to nutritious food. We will strive to accomplish our mission so that food security is ultimately achieved for all households.

- Source: Grocery Product is donated, rescued, purchased based on availability and the situations of people we serve through our partner agencies and programs.
- Deliver: Food is sorted and stored, to be ordered, assembled, and delivered throughout our vast 16-county service area.
- Network: We partner with over 150 partner agencies, including schools, pantries, churches, community meal-sites, senior centers, daycares and other non-profits.
- Nourish: The children, seniors, families, and individuals who experience chronic or situational hunger, are the ones who benefit from the public, private, and individual support we receive.

# Northeast Iowa Food Bank and Feeding America ®

Feeding America® is a nationwide network of over 200 food banks and 60,000 food pantries and meal programs that provides food and services to people each year. The Northeast Iowa Food Bank is a member of Feeding America® and subscribes to its contract, pays memberships fees, and adheres to best practices for food banking. In exchange, the NEIFB gains national-level expertise in solving hunger, raising funds, sourcing food, strengthening advocacy, and understanding economic and supply trends. The Northeast Iowa Food Bank has a Feeding America® compliance officer who acts as a resource and who conducts an audit of the Food Bank every two years.



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# What is a Partner Agency?

Partner agencies may include, but are not limited to, food pantries, soup kitchens, and emergency shelters. In order to be a partner agency of the Northeast Iowa Food Bank, a program must have a 501(c)3 federal tax-exempt designation or be under the fiscal and legal sponsorship of another 501(c)3 designated agency. Partner agencies must utilize partnership in the NEIFB's network to serve the ill, needy, or infants (children age 0-18 years).

Some examples of ill persons include:

- A person suffering from a physical injury
- A person with an existing handicap, whether from birth or later injury
- A person suffering from malnutrition
- A person with a disease, sickness, or infection which significantly impairs physical health
- A person partially or totally incapable of self-care (including incapacity due to old age)

A needy person is a person who lacks the necessities of life, including physical, mental, or emotional well-being because of poverty or temporary distress.

The NEIFB regularly receives requests for partnership. We require new partners to have an established food program for a minimum of six months. We will prioritize those working in an area where there are few food access points. Whenever possible, we encourage collaboration with established programs to enhance services already available in the community.

The NEIFB does not establish partner agency relationships with organizations for events or special occasions, such as one-time distributions, special dinners, or fairs. The NEIFB focuses on partnerships with organizations that provide regular and long-term service to the community, and food distributed by the NEIFB is intended for people in need.

Foster parent organizations and private foundations, even if they have a 501(c)3 exemption status are ineligible for agency partnership.

# About This Manual & Partner Agency Expectations

The Northeast Iowa Food Bank Partner Agency Manual is intended to inform Partner Agencies of best practices, guidelines and policies. The manual may be changed by the Northeast Iowa Food Bank as needed. Such modification shall be relayed to Partner Agencies via email as well as being uploaded to www.neifb.org. Changes will be effective upon the distribution of the email.

As a Partner Agency of the Northeast Iowa Food Bank, you and representatives of your food program are expected to:

- Provide, and be accountable for receiving, clear communication with NEIFB staff.
  - Stay current with communications from NEIFB as well as sharing with others in your organization.
  - Respond in a timely manner to any NEIFB correspondence needing action taken, regardless of contact method.
- Provide a food safe and accessible site for food storage, preparation or distribution.
- Provide volunteers (or staff) adequate to the size and scope of your food distribution program.
- Provide a fair and equitable food distribution that supplies recipients with nutritious food options at each visit.
- Develop funding (grants, donations, etc.) to cover the cost of fees accrued from sourcing food and grocery items from the Northeast Iowa Food Bank.
- Provide timely reports about your program's food related activities.

## What is a Liability Release?

Northeast Iowa Food Bank makes donated and purchased product available to its agencies. In order to receive donated product, the NEIFB must sign waivers with Feeding America® and/or donors of food that release those donors from any liabilities resulting from the consumption of the donated product. In turn, the NEIFB requires each partner agency - through the Partner Agency Agreement - to agree to a similar liability release. By signing the Agreement, agencies take responsibility from the time they receive the product from the NEIFB to the time they distribute it to the client.

Both the NEIFB and partner agencies are responsible for subscribing to processes and protocols that ensure food safety. Safe transportation of product, inspection of product before storing and again before distributing to ensure food packaging has stayed intact and safe consumption dates have been reviewed. Regular documentation of cold storage temperatures, and regular inspection for pests are important steps to keep food safe for the end client.

# What is Fiscal and Legal Sponsorship?

Due to IRS regulations concerning donated foods, the NEIFB can partner with 501(c) non-profit organizations incorporated to serve the ill, needy, or children, or with religious house of worship matching the IRS definition of a church (which is broadly applicable across all religious houses of worship). Fiscal and legal sponsorship from a qualifying organization allows us to build community partnerships and serve programs that do not have their own 501(c) designation.

#### All Fiscal and Legal Sponsors must:

- Be willing to receive and acknowledge responsibility for invoices for product purchased through the NEIFB for the food distribution program
- Have funds raised for the food distribution program deposited and withdrawn through a bank account belonging to their non-profit organization
- Sign an agency agreement with the NEIFB
- Sign a Supporting Letter annually documenting that the food distribution program will legally be a program of their non-profit, or religious house of worship

#### Some Fiscal and Legal Sponsors also:

- Serve as the lead liaison between the NEIFB and the food distribution program
- · Request product on behalf of the program and assist with delivery and/or pick-up
- · Support fundraising efforts for the food distribution program
- Support volunteer recruitment efforts for food distribution program

#### An Important note about "Legal Responsibility"

An organization that agrees to sponsor another agency or program and signs the NEIFB Partner Agency Agreement is ultimately responsible for the safe handling and appropriate distribution of food and other product by that agency or program. Requirements and guidelines for each are outlined in the Partner Agency Agreement and/or the Agency Partnership Manual. The NEIFB staff work with program directors and coordinators to ensure they are trained and knowledgeable in food safety, including safe food handling and storage, and acceptable distribution practices.

The Federal Bill Emerson Good Samaritan Food Donation Act was put in place mainly to protect food donors, thus encouraging food donations to benefit people in need and reduce food waste. Donated food distributors (like food pantries and soup kitchens) and protected under the law, provided there is no gross negligence or intentional misconduct, and that they distribute food they feel was fit for human consumption. Further, states can enact laws that offer more protection than the federal law. See <a href="this document">this document</a> on The Federal Bill Emerson Good Samaritan Food Donation Act..

We encourage any sponsor of a food pantry, meal site/soup kitchen, shelter or any other program utilizing donated food to be involved with the and/or reports from the program to ensure the sponsor-program relationship is a strong one, there is mutual understanding of responsibilities, and any issues or concerns can be resolved quickly and effectively.

## Appropriate Use of Product

Community members and retailers donate food and household products to the NEIFB with the expectation that these products are utilized to assist people in need. Food or grocery products obtained from the NEIFB:

- Must be used to serve the ill, needy, or infants (children 0-18 years)
- Must be distributed to clients free of charge, with absolutely no conditions levied or implied
- May be used by staff or volunteers to provide samples during distribution hours or to provide snacks while clients wait

Agency clients cannot be required to fulfill certain conditions in order to obtain food, including but not limited to:

- · Making a donation for food or a meal
- Volunteering as a requirement for food
- Attending and/or participating in a religious service or activity in order to receive food

#### Agencies cannot:

- Place donation jars in a location while food is being distributed or a meal is being served
- Require clients to volunteer in order to receive food
- Allow volunteers and/or congregation members preferential access to food; a larger quantity of food than clients with the same or similar circumstances; allowing additional distributions than what other clients receive

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#### Please Note:

Program volunteers are encouraged to participate as clients, provided they meet all the eligibility requirements and are not given access to more or better assistance than others.

# Appropriate Use of Product (continued)

Products obtained through the NEIFB may not be:

- Given as thank you gifts to volunteers or others affiliated with the agency
- Sold or used for fundraising (including as ingredients for public suppers that raise funds or ask for donations), or for non-program-related activities (funerals, carnivals, birthday parties, or community social events)
- Redistributed to non-NEIFB agencies
- · Be used to coerce participation in any religious activity

Below you will find specific examples of what is and is not acceptable religious activity partner agency food distributions.

It is acceptable to	It is unacceptable to
Have a cross or other religious symbols hanging on a wall at the food distribution facility.	Require beneficiaries to stand by the cross or other religious symbols and recite a prayer prior to receiving food.
Have a menorah or Christmas tree on display at the distribution facility during holidays.	Refuse food to beneficiaries who do not practice a particular faith.
Have a display stand at the front/back of the food distribution facility that contains faithbased pamphlets for anyone interested.	Insert faith-based pamphlets in bags or boxes when distributing food.
Have a pastor or other religious official assist with the distribution of food.	Require or encourage participants to have a religious conversation with the pastor or official prior to receiving food.
Have a prayer service on the second level of a church building while the distribution of food is happening on another level or area of the church.	Have a prayer service in the same room and at the same time as the distribution of food.
Invite participants to be a part of a voluntary prayer before or after, but clearly separate from, the distribution of food.	Lead participants in a prayer at the beginning of the food distribution.

## Client Eligibility

According to IRS regulations, partner agencies must utilize some criteria for ensuring that products distributed by the program(s) will be received by the ill, needy, or infants as outlined in Section 170(e)(3) of the Internal Revenue Code. The NEIFB leaves client eligibility criteria to the discretion of the partner agency.

Examples of eligibility criteria include:

- · Declaration of need by client
- Income eligibility (note: Proof of income cannot be required by agencies distributing TEFAP product)
- Residence eligibility (note: Proof of residence cannot be required by agencies distributing TEFAP product)

Northeast Iowa Food Bank considers self-declaration – a person stating they are in need – as sufficient "proof" of need. Participants in meal programs are "in need" by their presence at the meal, and no other intake is required.

If a partner chooses to require income or residence eligibility, the qualifying criteria must be posted in a place where prospective clients have the ability to view the criteria prior to receiving services, and all clients, including volunteers, must be asked to produce qualifying criteria. Partner agencies **MAY NOT REQUIRE** clients to provide Social Security cards or numbers, and agencies may not record or store Social Security numbers. Any identifying information must be stored in a secure location.

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Partner Agencies will not engage in discrimination in the provision of service, against any person because of race, color, religion, sex, sexual orientation, national origin, gender expression or identity, pregnancy, leave status, genetic information or age and provides Equal Employment Opportunity to handicapped individuals, disabled veterans and veterans of the Vietnam era.

# Types of Product

The NEIFB strives to offer a variety of food to our network partners through a number of sources.

#### There are six categories of food available to partner agencies:

#### **Donated Product**: Items donated through food manufacturers

These items are typically available by the case, are inspected upon receipt by our distribution center staff, and the Shared Maintenance Fee is determined by the pound weight of the case.

#### **Donated Salvaged Product:**

This product comes from retail donors' dry goods donations (dented cans, discontinued items, items within expiration date past and "best by" dates, etc.) or from their refrigerated and fresh product areas. Staff and volunteers inspect and sort this product into different categories for agencies to order.

#### Fresh Produce:

Fresh produce is donated or purchased by the NEIFB from local farmers, retailers and cooperatives.

#### Partner Agency-enabled Donation Pick-ups:

This product is available to partner agencies that agree to pick-up product at a local retailer, inspect the product (removing any waste), and report the categories and pounds to the NEIFB on a regular schedule. Reporting via MealConnect is required to participate in the program.

#### **Purchased Product:**

These are items purchased directly from wholesalers.

#### **Repacked Product:**

On occasion, the NEIFB receives donations or product that cannot be used in its donated form. In these instances, we may repackage product in a form that is more usable for the network.

## Receiving Product

Partner Agencies must submitted orders using our online ordering platform. Changes must completed before the order is released to be picked.

There are three ways to receive the order from the NEIFB: deliveries to a hub delivery, direct delivery, and/or picking up at the NEIFB's distribution center. For delivery associated fees, please see <u>fee schedule</u>.

**Hub Delivery:** Deliveries to drop sites occur in designated service areas on a predetermined schedule. Agencies must send a representative(s) to pick up product and securely load it into a vehicle(s) that can safely transport the entire product all at once. The NEIFB drivers will reach out to the site representative to provide an estimated time of arrival. Partner Agency representatives must arrive within 10 minutes of agreed time. If partner agency is not present, the NEIFB driver will return the product to the food bank and the partner agency will be required to pick up the order within 48 business hours.

**Direct Delivery:** In some instances, the NEIFB is able to provide delivery to Partner Agencies directly. Partner Agencies receiving delivery must have staff and/or volunteers available for unloading items and preparing them for distribution or storage. Delivery locations must be large enough and safe enough for our trucks to deliver to. If a parking lot does not meet our requirements (e.g. proper plowing and sanding, ample room for the truck to move), the partner agency will need to make other arrangements to receive product. The NEIFB must abide by all local laws and ordinances around the operation of our trucks and deliveries.

**Pickup:** Our goal is to provide a pleasant, clean and safe experience for everyone who visits the NEIFB's facility. Partner Agencies are able to pick up at our distribution center based on appointments scheduled online between 9:00 am 3:00 pm. Partner Agency pickup appointments are scheduled to take approximately 30 minutes. If you need to reschedule a pickup appointment, you must notify the NEIFB by calling (319)235-0507 prior to your scheduled pickup time. We will be happy to reschedule your pickup within 48 business hours of your original appointment.

# Vehicle Loading Policy

The partner agency or agent(s) acting on partner agency's behalf are responsible for loading and transporting food safely to ensure the integrity of the food and to reduce accidents. Safe loading includes bringing a vehicle that can hold product safely and be secured against shifting by utilizing proper load securement, including load bars, tie-downs, blocking, or other approved systems. The partner agency must consider the capacity of the vehicle to be used to transport product when requesting product for pickup and should either limit the amount to the same size and pound capacity of the vehicle (per the vehicle's manual) or plan to bring multiple vehicles.

#### Food Transportation Best Practices:

- Clean the inside of vehicles at least once per week or as often as necessary, making sure vehicles are pest and debris free
- Never transport food in vehicles used to haul garbage
- Keep items such as oil, antifreeze, or wiper fluid separate from food (suggestion: in a plastic tote with tight-fitting lid, away from food)
- · Lock the vehicle when not being loaded or unloaded
- Keep refrigerated food at 41°F or lower and keep frozen foods frozen
- When transit times are more than two hours, you must use cooling devices such as coolers, ice packs, and/or thermal blankets for perishable product; active cooling should be used for longer transport
- Log the temperatures of cold storage product upon arriving at Agency Shopping and before putting away for distribution

#### **Transportation Resources**

How can I find out how much weight my vehicle can safely transport?

Your vehicle's operating manual should include this information. Your favorite mechanic may
also be able to help, or you can try an internet search. You may find this article on payload
capacity to be a helpful starting point.

Where can I find instructions on safely securing loads for transport?

 Purdue University has created a <u>Securing the Load Tool Kit</u>, which serves as a guide to safe and legal transportation of cargo and equipment.

# Billing and Accounting Procedures

Partner agencies are expected to pay any assessed fees completely and on time (within 30 days upon receipt of the product), and an agency takes responsibility for keeping records of invoices, statements, and any other financial communication between itself and the NEIFB. Partner agencies should familiarize themselves with each of the following sections to maintain an account in good standing with the NEIFB.

**Credit Limits:** The credit limit amount is determined by an agency's size and the scope of its work. An agency may request product that has a fee associated with it, up to that credit limit. Once reached, agencies will not be able to request any other product that has a Shared Maintenance Fee, a purchased price cost, or a value-adding packaging fee until the outstanding invoices are paid. Agencies may request an increase in their credit limit by email to the Partner Capacity Management, which will be reviewed as soon as possible.

**Invoicing Process:** Final invoices are posted to an agency's account via the NEIFB's online portal once the product has physically left the warehouse. An invoice represents one transaction.

**Monthly Statements:** Statement reminders are generated monthly for all partner agencies and emailed by the sixth business day of the following month.

**Payment Methods Accepted:** The NEIFB only accepts organizational checks for payment of outstanding balances. Credit Cards, money orders, cash, and personal checks, are not acceptable forms of payment. Submitted checks need to have the partner agency number and the invoice numbers being paid noted on the check.

**Agency Grants:** Sometimes the NEIFB donors restrict their grants to specific partner agencies. When this occurs, the grant is applied to the agency's future invoices.

**Past Due Accounts:** Full payment is due within 30 days of the invoice date. Agencies with balances 60 days or older may have their ability to order product suspended until the balance is paid in full. This suspension would affect the agency and any program(s) operated by the agency. The NEIFB reserves the right to suspend or terminate an agency's account in any instance when the account balance is past due and/or when multiple attempts for collection have gone unheeded or where the ability to collect the outstanding balance is in question. Invoices over 60 days will incur a 1% late fee.

## Record Keeping

The NEIFB partner agencies are required to keep certain information on file at the program site to document correct food safety, accounting, and client intake practices.

**Temperature Logs:** All refrigerator and freezer compartments in service at your agency must have a functioning thermometer in them at all times. Partner agencies are required to take and record temperatures each time someone in leadership comes to the pantry (to work, put away product, check the mail, or any other task). Partners are required to take temperature recordings twice per day for each distribution day. The NEIFB recommends taking temperatures right before the start of and right after the close of each distribution. Temperature logs should be kept for twelve months.

Click here for a copy of standard temperature logs

**Pest Control Logs:** Records should be kept each time the agency is monitored for pests. Partner agencies may perform their own pest control inspections or hire a professional company. Partner agencies with a history of pest activity will be required to hire a professional company to monitor for and, if found, treat for pests no less than every month.

**Correspondence:** Copies of pertinent correspondence between the NEIFB and the program should be kept on file.

Food Recall Information: See later section on Food Recalls.

**Invoices:** Partner agencies must maintain records relating to the food received from the NEIFB. All NEIFB invoices need to be kept on file, either physically or digitally, for a minimum of three years.

**Client Information:** The NEIFB partners are required to treat all client information as confidential. Any physical forms or intake sheets must be kept on-site in a locked and secured area and any digital records must be stored on a password-protected computer. In addition, volunteers should be advised to keep patron identities confidential in conversations with family, friends, and other community members. See <u>Client Confidentiality</u> for more information.

#### For TEFAP Recipient Agencies:

For agencies receiving TEFAP product, the USDA requires recipient agencies to store TEFAP eligibility forms for three years plus the current year.

# Client Confidentiality

Client privacy is one of the most important considerations for our partner network. Clients coming to food pantries, meal sites, or shelters may feel anxious or may be struggling to keep their food insecurity secret from their children, some family members, their employer, colleagues, or friends. We must do whatever we can to ensure client confidentiality so people feel welcome to ask for and receive the help they need.

Below are a few examples of what is and is not acceptable practice for client confidentiality. This isn't meant to be a complete list but to offer some guidance. If you're uncertain whether you should share information, err on the side of caution and compassion for the client.

It is acceptable to	It is unacceptable to
Report the number of clients you serve, the number of households, demographic information, and other categorical information to your board of directors,	Name specific people and/or families you serve.
Present stories to illustrate poverty and hunger with identifying details omitted to a donor, elected officials, volunteers, your board of directors, congregation members, etc.	Talk to anyone (family, friends, associates, etc.) or present a story that has specific details that could identify a person or family (where they work, where children go to school, where they live, what they do for
Share statistics with other organizations to indicate an increase or decrease in need, emerging demographics, etc.	Name specific clients, share information that could identify them, or talk about the specific service they received from your agency, especially to agencies that may serve the same client.
Make connections with clients and have conversations as part of an intake or interview process, or help them while they are guests at your program.	Make the initial approach toward clients you recognize outside the work of your program unless you have an outside-the-agency relationship with them.

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# Food Safety

Poor food handling and/or preparation is dangerous and can cause illness or death. Each Northeast Iowa Food Bank partner is held to the utmost food safety standards to lessen the chance of clients contracting a food-borne illness which can compromise their health and their ability to work or care for themselves or their families.

The Northeast Iowa Food Bank requires food safety certification for its agencies.

 At least one representative per partner agency is responsible for completing the NEIFB approved food safety training course, available at no charge. Upon passing the food safety training assessment, both you and the NEIFB will keep a certificate of completion on file. We recommend posting food safety certifications at your program. The NEIFB food safety certification is good for two years.

Food safety certifications are reviewed regularly to ensure they are current, based on the guidelines provided by the certifying agency. Each partner is visited by the NEIFB staff member a minimum of once every two years to ensure compliance with food handling practices. If during any visit—monitoring or any other—the NEIFB staff find unsafe or inadequate food handling and/or storage practices, the partner may be suspended immediately until the agency comes into compliance. Evidence of unsafe or inadequate food safety storage may include rodent droppings, insect casings, leakage of product, spills in refrigerators or on shelving that haven't been cleaned, sightings of bugs or rodents, etc.

The NEIFB strongly encourages that each partner agency's certified food safety representative trains **all volunteers** on food safety best practices. If the certified food safety contact leaves the partner agency, the agency is suspended until another food safety representative has been named and completed the training.

# Food Safety (continued)

In the event that a client reports an illness they believe was caused by an item received from the partner agency:

- Document information from the client including the food item they believe caused illness, a
  description of symptoms, how many people were affected, when the item was consumed,
  whether or not they still have any of the item, and their contact information in case you
  have to contact them.
- Let the client know that you have documented the information and will inform others at the
  program to determine if there are further reports. In the meantime, advise the client to dispose of any leftovers or any unused product.
- In the course of the conversation, you may want to consider providing the client with a replacement item.
- Immediately check your inventory for any of the item(s). Check for quality (e.g. broken packaging) and best by dates. Remove the product from inventory if you suspect its quality. Dispose of in a way where people will not be able to access the product (a locked dumpster, for example). If it is product you received from the NEIFB, inform your Regional Partner Capacity Coordinator (PCC). If it is TEFAP product, please inform your Regional PCC.
- Follow-up with volunteers to determine if anyone else has heard about a similar experience after consuming the same item. Document this information.
- You can find more information on reporting food-borne illness at the <u>Center For Disease</u> Control and Prevention.

We all have responsibility to ensure the safety of the food we transport, store, and distribute for clients to consume. The NEIFB follows strict guidelines when inspecting food, and we require our partners to adhere to best food storage and handling practices. Documentation (temperature logs, pest inspection logs, clean transportation and storage of product, food safety certification, usage of gloves and hairnets during food preparation) is key when clients report an illness they believe was caused by product supplied by their community food pantry or soup kitchen. Without documentation of safe food handling and storage, your program may be vulnerable to legal action in the event a client makes a report of food-borne illness.

Clients are also responsible for the food they consume but may not have the training or experience with what is and isn't safe food handling. Some may not have adequate cold storage for perishable products. We highly recommend educating clients on food safety in personal handling, storage, and preparation as a pro-active approach to mitigating the chance of food-borne illnesses. Asking about cold storage capacity, as well as having signage about washing fresh food, handling raw meats, and storing food (ready-to-eat foods above foods that may drip) can help educate or remind clients of the importance of safe food storage. The lowa State University Extension is a great resource for training and support.

In the event of a power outage; we recommend you follow <u>Foodsafety.gov's</u> guide for determining the fitness of food for continued storing and/or distribution.

### **Food Recalls**

The NEIFB uses notifications from Feeding America®, the United States Department of Agriculture (USDA), the Food & Drug Administration (FDA), and local news sources to keep updated on food recalls. The NEIFB researches the type of product, the distribution area, and the likelihood of the network receiving recalled product. Recall notices are sent to partner agencies via email.

The NEIFB and the partner agency will use the following steps for recalled products:

- 1. When the NEIFB receives notification of a product recall, any of the recalled product is deleted from the online portal and removed from shelves within one business day.
- 2. The NEIFB notifies partner agencies of the recalled products within one business day.
- 3. Partner agencies will remove any recalled product in inventory from their shelves and dispose of it, according to the manufacturer's guidance, as soon as possible but definitely before their next distribution. The agency will notify clients to the best of its ability to make them aware of the recalled product. Notification can include notices in local papers or postings at the pantry (with labels or pictures, if available).
- 4. The NEIFB recommends partner agencies keep track of food recall notices for 12 months to verify that newly-received donated product has not been recalled. We recommend posting recall notices and pictures of labels for 30 days in the area of the program where donated food is inspected and keeping a notebook, with pictures of labels, where volunteers can see and use the information and incorporate review of food recall notices as part of the protocol when inspecting later food donations.

# Redistribution Policy

Product acquired from the NEIFB (including agency-enabled retail pickups) is intended to be distributed at the primary agency location. While it is not ideal or encouraged, occurrences may happen when you need an option to redistribute excess product to another agency. Product may be redistributed **only** to another **NEIFB agency** because we can be assured that food safety and food recall system standards are met. Additionally, product must be:

- In excess of your normal distribution and needs to be redistributed to maintain quality or while it is safe for human consumption
- Redistributed to approved agencies or program sites that are in good standing (contact the NEIFB for confirmation of agency or program site status)
- Redistributed one time—if the receiving agency cannot distribute the product, it
  must be disposed of, following proper disposal guidelines
- Tracked accurately by the original Agency to facilitate trace-and-recall procedures using this form
- Made available for redistribution at no charge to the redistributing agency

#### **Satellite Distributions Policy**

Some Partner Agencies utilize satellite distributions as a way to reach community members in need who may not be able to access the program's primary location during their distribution hours. Examples of satellite distribution locations include senior centers, schools, low income housing, and community centers. Partner Agencies should use their current guidelines for determining eligibility at any satellite distribution events hosted.

Here are important measures to take to ensure Partner Agency Agreement compliance at satellite distributions:

- A food safety trained representative of the partner agency must be present and
  oversee the distribution of product to ensure clients are treated respectfully and
  the food is safely handled until it is all successfully distributed to clients.
- No storage of product from the NEIFB can occur at a satellite distribution location overnight, either before or after the distribution. Satellite distribution locations are not monitored by the NEIFB staff as appropriate storage facilities for the NEIFB product. If there is food remaining at the end of a satellite distribution event that can still be safely utilized, it should be returned to the partner agency's NEIFBmonitored storage location.

## Monitoring

Feeding America® food banks are required to monitor all partner agencies a minimum of once every two years. The NEIFB strives to make monitoring visits an opportunity for increased communication and positive interaction between the NEIFB and agency representatives. Your attention to and preparation for compliance standards are key to achieving that goal.

#### **Purpose of a Monitoring Visit**

- Ensure partner agency compliance with the NEIFB's Partner Agency Agreement
- Check that sanitation and food safety standards are being upheld
- Increase communication between the NEIFB and the partner agency
- Give the agency a chance to showcase their programs, volunteers, and services
- Provide the opportunity to brainstorm and fine-tune the program collaboratively as professionals in an increasingly complicated field
- Explore and discuss capacity building opportunities

#### **Monitoring Visit Preparation**

In nearly all cases, the NEIFB will notify the partner agency in advance to schedule monitoring visits at the site. Rarely, the NEIFB may receive a client complaint that prompts an unscheduled monitoring visit. Whenever possible, we will seek to schedule a monitoring visit during regular distribution hours. In preparation for a monitoring visit, the NEIFB will review the agency file, looking specifically at the following.

- Past monitoring notes
- File notes
- Current 501(c)3 or sponsorship status
- Current Food Safety Certification
- Status of a partner agency's required reporting (e.g. retail pick-ups or TEFAP participation)
- Partner agency's financial standing

#### The Monitoring Visit

Our goal is to make the monitoring visit as helpful and informative as possible. Below is an overview of areas the NEIFB may review upon visiting your site(s):

- The exterior of the building (checking for holes, pest harborage, and anything blocking the perimeter)
- The inside perimeter (checking for holes, pest evidence, adequate pest control, and anything blocking the perimeter)

## Monitoring (continued)

- Interior food storage and handling areas and check for proper sanitation, safety, pest control, and food storage practices:
  - Dry Storage:
    - Storage of all product four to six inches off the floor, including non-food items, cleaning products, and empty boxes where pests can hide and/or nest
    - Storage of cleaning products in a separate area or below other product when a separate storage area is unavailable
    - Evidence of pests (droppings, insect casings)
    - Aging Inventory
    - General cleanliness of shelves and floors
  - Cold Storage:
    - General cleanliness of each unit
    - Safe packaging of product
    - Safe thawing of product
    - Presence of working thermometers
    - Temperature logs with consistent readings:
      - Refrigerators: 33°F—40°F
      - Freezers: -10°F-0°F
  - Food Packaging or inspection areas:
    - Inspect any food repackaging areas
    - Inspect any food preparation areas for proper procedures and sanitation practices
    - Look for program signage that includes
      - Days and hours of operation
      - Agency guidelines (frequency of visit, paperwork requirements, etc.)
      - Non-discrimination and non-discrimination poster
    - Review paperwork
       – all paperwork should be maintained for a minimum of three
      years plus the current year. Paper files or electric files are acceptable as long as
      the NEIFB staff can review them at the time of the monitoring visit. Other paperwork
      may include:
      - Temperature Logs: two recordings per day of service (before & after distribution)
      - Intake/Meal Count sheets
      - Pest Control Log
- If you have any questions, please refer to the <u>Self-Monitoring form.</u>

# The Emergency Food Assistance Program (TEFAP)

#### **TEFAP Forms**

• Form 470-5313, TEFAP *Eligibility,* is an official DHS form and <u>may not be modified.</u>
Both sides of the form must be available to the participant when signed annually as both sides contain required information.

#### TEFAP eligibility is <u>self-attested</u>

- Participants should only be required to complete the front side of the form <u>once per year</u>, on their first visit on or after July 1<sup>st.</sup>
  - Subsequent visits where households receive TEFAP foods must be <u>documented</u>; agencies may choose the method that works best for them. Some examples include:
    - Signing the back of their TEFAP form
    - Index cards where pantry visits are documented
    - Sign in sheets for each date the pantry is accessed
- Pantries may not require additional information for participants to receive TEFAP foods
  - For example: If a pantry requires ID verification to utilize all pantry food, households who choose not (or who are unable) to provide ID must still be provided TEFAP foods at the same rate as participants who provide an ID. Agencies may require verification prior to making other products available to participants. However, it <u>must</u> be clear to the participant they can receive USDA foods without providing additional information. For this reason, it is critical agencies understand which products are USDA to ensure these regulations are followed.
- Persons who are unable to visit the pantry (homebound, disabled, etc.) must be served
  by proxy when arrangements have been made. Eligibility for participants who are unable
  to visit the pantry must be determined the same as all other households.
  - By proxy means the person who is unable to visit the pantry provides written documentation that another person is able to receive their food for them.
  - The agency must have a TEFAP form signed by the person unable to visit the pantry attesting to eligibility factors.
  - Delivery can be an option for those agencies that are able to do so, but is not required.

# The Emergency Food Assistance Program (TEFAP) (continued)

#### **Prepared Meals**

- Sites which serve prepared meals must be able to demonstrate to the food bank and Department's satisfaction that they serve a predominantly needy population.
  - Predominantly needy is defined as 51% of the participants served.
  - Needy is defined as the receipt of food assistance or income at or below 185% of poverty.
    - Participants may not be asked to provide income information solely for the purpose of this demonstration; this includes having participants sign the TEFAP form.
  - Meal site operating days and hours must be clearly displayed.

#### **Religious Organizations**

- Faith-based or religious organizations that receive USDA Foods or administrative funds for TEFAP must give written notice to all beneficiaries and prospective beneficiaries of the right to be referred to an alternate provider. (Form provided by NEIFB)
- If a beneficiary or prospective beneficiary of TEFAP objects to the religious character of the organization, the organization must promptly undertake reasonable efforts to identify and refer the beneficiary to an alternate provider. (Form provided by NEIFB)

#### **Monitoring**

- Food banks are required to annually monitor 50% of their agencies that distribute TEFAP.
   At minimum, reviews should include the following items:
  - Eligibility
    - Use of the TEFAP form and self-attestation of eligibility factors, or
    - Agency is serving a predominantly needy population
  - Food ordering procedures (able to distribute what is ordered)
  - Storage and warehousing practices
  - Inventory controls (first in, first out concept utilized. No "expired" USDA foods)
  - Hours of operation posted
  - Recordkeeping (TEFAP documents are available for past three years plus the current year)
  - Civil Rights (poster, verification of training, written notice and referral requirements for religious organizations, etc.)

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# The Emergency Food Assistance Program (TEFAP) (continued)

#### **Civil Rights**

- Civil Rights training is required annually for people involved in all levels of the administration of TEFAP. This includes volunteers who interact with applicants or handle personal applicant information. For volunteers who have limited interaction with participants and no access to personal information, they may receive condensed training that must include customer service.
- The "And Justice For All" poster (form number: AD-475-A) must be prominently displayed in all eligible recipient agencies. The current version of the poster is green with a revision date of December 2019.
- All printed materials used to market the program must have the following USDA nondiscrimination statement included:

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD -3027, USDA Program Discrimination Complaint Form which can be obtained online at: <a href="https://www.usda.gov/sites/default/files/documents/ad-3027.pdf">https://www.usda.gov/sites/default/files/documents/ad-3027.pdf</a>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

# The Emergency Food Assistance Program (TEFAP) (continued)

- mail:U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410; or
- 2. fax:(833) 256-1665 or (202) 690-7442; or
- 3. email: <u>Program.Intake@usda.gov</u>

This institution is an equal opportunity provider.

- If the material is too small to permit the full statement to be included, the following statement may be used instead, "This institution is an equal opportunity provider." Please note use of the full nondiscrimination statement is preferred. Significant effort should be given to ensure the full statement cannot be included without leaving pertinent program information off.
- Websites, including social media, must have either the full nondiscrimination statement or a link to the full statement on the site. While the statement or link does not need to be on each page of the site, it must be included on the home page of program information.

# Non-compliance with Agency Agreement

The Northeast Iowa Food Bank works with agencies in partnership and with a unity of purpose to end hunger in northeast Iowa. While agencies maintain autonomy in their work, requirements of partnership are outlined in the Partner Agency Agreement, and the NEIFB expects agencies to comply in all areas of the Agreement.

In those cases where partner agencies find themselves in minor violation of the Partner Agency Agreement, it is usually through a misunderstanding of the Agreement requirements. The NEIFB's intention with monitoring visits and reference to the Partner Agency Agreement is to educate and inform on best practices around food handling and distribution. Whenever possible, we will work with partner agencies to assist them coming into compliance without an interruption in service to them and by extension, to their communities. However, there are times when a partner agency's account may be temporarily or permanently suspended.

For minor infractions of the Partner Agency Agreement, the NEIFB may place a short-term suspension on the agency's ability to access food from a distribution center or a retail donor until the agency comes into compliance. The NEIFB staff will work with the partner agency to establish an action plan and timeline. Minor infractions may include a failure to submit reports on retail pick-ups, grant funds, monthly surveys, TEFAP reports, or renewal information; a past due balance for product; or lack of one or more temperature logs or thermometers.

More serious infractions of the Agreement, may result in a temporary suspension of the partner agency while staff works with the agency to develop an action plan and timeline. Agencies may have to sign an agreement to abide by the action plan and timeline outlined. More serious infractions include a lapse in the agency's 501(c)3 status, repeated request for paperwork that go unheeded; repeated incidences of past due balances; food handling or storage that does not comply with food safety practices; or failure to reply to the NEIFB staff requests for a monitoring appointment for 30 days or more.

The most egregious breaches of the Partner Agency Agreement may result in termination of partnership with Northeast Iowa Food Bank. The NEIFB staff will determine when termination is warranted. Termination of partnership does not release the agency from payment of any outstanding charges with the Food Bank. Serious infractions of the Partner Agency Agreement include abusive language or behavior in person, in writing, or on social networking sites, toward another NEIFB partner, the NEIFB staff, or a food program participant; denying the civil rights of program participants; misuse or theft of or intentional tampering with product; charging food program participants for product or requiring an exchange of goods or services; serious and intentional food safety violations; and intentional damage to Food Bank property, including the destruction of food that is fit for distribution.

In the case of severe violations or repeated minor or moderate violations, a Partner Agency may be terminated from partnership. The Partner Agency may appeal against the decision which will be reviewed by the Executive Team; the executive team's decision is final. If terminated, the Partner Agency may reapply after 12 months, bringing account current, and will be required to go through the normal application process. Reactivation is not guaranteed.

## **Agency Grievances Process**

Partner Agencies may appeal suspension or termination decisions made by the NEIFB personnel. Place your concerns in writing and send to the Director of Programs.

Northeast Iowa Food Bank PO Box 2397 Waterloo, IA 50704

Appeals will be heard by the Northeast Iowa Food Bank Executive team. The NEIFB will render a decision on the grievance within 15 days of this hearing and will issue a written letter communicating the decision to the agency with a copy placed in the agency's permanent file. The resolution or decision regarding the Agency's status is final and the grievance process is complete.

# Fee Schedules

Please see the below fees associated with products, deliveries and administrative costs.

<u>Annual Membership Fee</u> : Will be billed annually and must be received by the due date to continue service, dependent on membership category	Up to \$125 based on Membership Level
<u>Donated Product</u> : Shared Maintenance Fee may vary from product to product within the approved rate range.	\$0.00-\$0.19 per pound
Fresh Produce	No Cost
Partner Agency-enabled Donation Pick-ups:	No Cost
Purchased Product:  These are items purchased directly from wholesalers and offered to partner agencies at cost.	At cost + 21% standard markup fee
Purchased Product-Specialty Item Bulk Order Club:	At cost
These are items purchased directly from wholesalers and offered to partner agencies at cost. Pre-order is required.	
Repacked Product: The Food Bank may charge a Value Added Packaging (VAP) charge to help defray the cost of repackaging. This is in addition to the shared maintenance fee.	\$0.02/pound
Hub Delivery:	No Cost
<u>Direct Delivery:</u>	\$0.03/pound
	Strategic Partners-No Cost
Pickup:	No Cost
Late Payment Fee:	A penalty of 1% will be charged to all balances overdue by 60 days.

# Pantry Membership Levels

# Pantry Membership Levels - Requirements

	School Pantry	Core Pantry	Strategic Pantry	
BASIC REQUIREMENTS				
Ordering Frequency	At least once per quarter	At least once per quarter	Once per month	
Annual Minimum Sourced from NEIFB Inventory	1,000 lbs	4,000 lbs	Minimum 10,000 lbs	

	School Pantry	Core Pantry	Strategic Pantry
ADDITIONAL REQUIREMENTS	Approval by NEIFB Staff	Must meet 4 of 8 Additional criteria to be eligible for benefits	Must meet 5 of 8 Additional criteria to be eligible for benefits
Participate in local food rescue via NEIFB retail relationships	Optional	Utilize NEIFB retail relationships to secure local food	
Participate in Service Insights	May be offered, determined by NEIFB	Participates in Service Insights via NEIF platform	
Client Distribution Model/Method	Client-choice strongly encouraged	Client-choice or choice menu	
Minimum Distribution per household/visit	N/A	30 - 49 lbs	50 lbs +
Minimum Food Assistance Hours	Once per month	Once per month	Once per week +
Produce and Perishables Distribution-Frequency offered to clients (Based on availability)	Strongly encouraged	Regularly Offered	
Community Engagement (Actively serving on or participating with a non-profit board, community organization or local food coalition)	Strongly encouraged	Yes	
Building Local Awareness-Actively using and updating social media such as Facebook, 211 referral system or other media to share awareness about pantry availability and registration process.	Strongly encouraged	Yes	

# Pantry Membership Levels (continued)

## Pantry Membership Levels - Benefits

	School Pantry	Core Pantry	Strategic Pantry
Delivery (300 lb min order)*	Determined by NEIFB	<b>✓</b>	✓
Free Delivery			✓
USDA Eligibility	✓	✓	✓
Priority Access Items		<b>✓</b>	✓
Specialty Items Bulk Order Club		<b>✓</b>	✓
Fresh Produce Program	✓	✓	✓
Partner Leadership Council - Eligible to Apply	✓	✓	✓
Eligible for Select NEIFB Agency Grants	✓	✓	✓ Priority given
Personalized Fundraising and Marketing Assistance			<b>√</b>
Flyer & Graphic Design			$\checkmark$
NEIFB Logo Swag			✓
Eligible to attend Workshops	✓	<b>✓</b>	Priority Seating
Regional Peer Roundtable	✓	✓	✓

# Seasonal & Meal Site Membership

### Seasonal & Meal Sites Membership - Requirements & Benefits

Requirements	Seasonal*	On-Site Service	<b>Community Meals</b>
Annual Membership Fee	\$125	\$100	\$0
Ordering Frequency	1-3/yr. At least once per quarter		nce per quarter
Annual Minimum Sourced from NEIFB Inventory	1,000 lbs		
Minimum Food Assistance Hours	Set hours not required Once per month		e per month
Participate in local food rescue	Not Offered	Offered	
Produce and Perishables	Distribution of fresh produce at each service is strongly encouraged.		

<sup>\*</sup> Designated by NEIFB

Benefits	Seasonal	On-Site Service	Community Meals
Delivery (300 lb min order)*		✓	✓
Free Delivery			
USDA Eligibility			Emergency Food Programs Only
Priority Access Items			
Specialty Items Bulk Order Club			
Fresh Produce Program	✓	✓	✓
Partner Leadership Council- Eligible to Apply			
Eligible for Select NEIFB Agency Grants			✓
Personalized Fundraising and Marketing Assistance			
Flyer & Graphic Design			
NEIFB Logo Swag			
Eligible to attend Workshops			✓ Virtual Access
Regional Peer Roundtable	✓	✓	✓

<sup>\*</sup>The NEIFB reserves the right to restrict direct delivery based on logistical efficiency. In this case, Hub Delivery is offered at no cost.

# Membership Level Benefit Details

#### Membership Level - Benefit Details

**Priority Access Items:** Some items may have limited supply, Strategic Partners will have a priority to select these items when they become available. Core Partners Meal Sites and Core Partners Pantries will have the option to select from these items afterwards.

**Specialty Items Bulk Order Club – Pilot Program:** The Specialialty Items Bulk Order Club is currently being developed. As it becomes finalized, we will send more information and the manual will be updated.

**Flyer and Graphic Design - Pilot Program** - Strategic Partner Agencies may utilize one of several specially created templates in their color choice with some personalization. This allows a customized document to be printed and displayed.

- One flyer per Agency to gain level of interest and staff time involved.
- Partner Agencies must submit a request form at least three weeks prior to desired receipt of design.
- Document must contain information relevant to the Partner Agencies food program.

# Changes in Membership Level

**Changes in Membership Levels -** Pantries may request a review of their eligibility for Strategic partnership using the Request for Review form. Reviews will be conducted annually during December of each year. Effective date of benefits would start January of the following year. Annual membership fees are adjusted on a yearly basis, beginning each January.

### Meet the Team

Alex Olson

Children's Programs Coordinator - aolson@neifb.org

Katelyn Steen

Children's Programs Manager- <u>ksteen@neifb.org</u>
School Markets

Becca Huber

Food Sourcing Manager - <a href="mailto:bhuber@neifb.org">bhuber@neifb.org</a>

Tia Gutierrez

**Community Programs Manager - <u>tgutierrez@neifb.org</u>** 

Rhonda McBride

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