



Harry Chapin Food Bank
OF SOUTHWEST FLORIDA
Partner Agency Manual

MEMBER OF
FEEDING
AMERICA

Fort Myers Distribution Center
3760 Fowler St.
Fort Myers, FL

Collier County Center
3940 Prospect Ave., #101
Naples, FL 34901

HARRY CHAPIN FOOD BANK

Hours of Operation

Fort Myers Distribution Center

Harry Chapin Food Bank is open **Monday-Friday** from **8 a.m.-4:30 p.m.**

The warehouse is **closed noon-1 p.m.** for lunch.

Receptionist hours are Monday-Friday, 8 a.m.-4:30 p.m.

Telephone number: (239) 334-7007.

Collier County Center

The Naples location is open **Monday-Friday 8 a.m.-4:30 p.m.** for sorting produce and packing events, only. Telephone number: (239) 334-7007.

Holiday Schedule

The food bank observes the following holidays:

Martin Luther King Jr. Day	Memorial Day	Independence Day	Labor Day
Thanksgiving Day	Thanksgiving Friday	Christmas Day	New Year's Day

Additional closures:

Inventory

The Harry Chapin Food Bank is closed for a brief period during the month of June to perform an inventory audit of items in the warehouse. During this time, the warehouse will be closed and partner agencies will not be able to pick up. Neither will HCFB deliver food to the agencies. Official inventory dates and information about warehouse closures and delivery adjustments will be sent out through email and notification will also be on Agency Express.

Inclement Weather and Emergency Conditions Policy

In the event of inclement weather and emergency conditions, all tours or volunteer events will be canceled. The Harry Chapin Food Bank will communicate closures and services to partner agencies through established forms of communication.



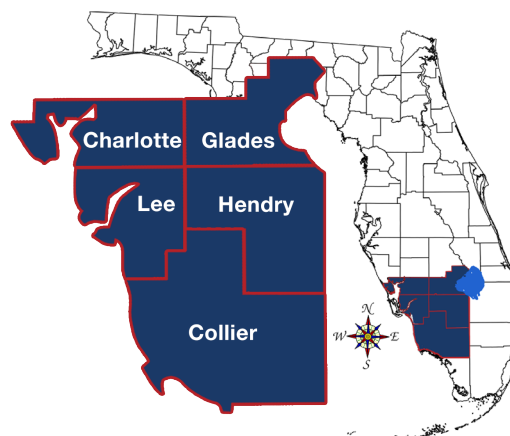
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Service Area

As the leading hunger-relief organization in Southwest Florida, the Harry Chapin Food Bank distributes food to more than 150 nonprofit partner agencies in Charlotte, Collier, Glades, Hendry, and Lee Counties. These partner agencies serve approximately 28,000 people a week.



A smiling man with grey hair and a beard, wearing a dark blue polo shirt with light blue and white horizontal stripes, is holding a large cardboard box. The box is labeled 'Vegetable Oil' and '8-64 FL. OZ. (1/2 GAL.)'. He is standing outdoors on a paved surface. The background is slightly blurred, showing a green structure and some foliage.

Mission

Our mission is to lead our community in the fight to end hunger.

Vision

Our vision is that no one has to go hungry in our community.

WHY WE ARE CALLED THE HARRY CHAPIN FOOD BANK

Harry Chapin was a popular folk/rock music performer (you may remember “Cat’s in the Hat” or “Taxi”) who donated proceeds from every other concert to end hunger.

He co-founded the organization WhyHunger and was awarded a Congressional Gold Medal for his outstanding humanitarian efforts. Harry Chapin died in a car accident in 1981 at the age of 39. In 1994, Sandy Chapin, Harry’s widow, gave permission for his name to be used by the food bank. The Harry Chapin Food Bank is proud to honor a man who contributed his talent, treasure and energy to alleviating hunger. His legacy lives on.

Our Partners

As the largest hunger relief organization in Southwest Florida, the Harry Chapin Food Bank distributes food to more than 150 partner agencies in Charlotte, Collier, Lee, Hendry and Glades Counties. These partner agencies help us serve about 28,000 people a week.



Dear agency partners,

The manual you are reading is the product of many years' experience and a lot of hard work on the part of our staff and our valued agency partners. We are proud of the legacy of our network and the impact we have had together on so many lives. Thank you for helping us build the largest hunger relief network in Southwest Florida, and for the work you do every day to help so many.

Together, we serve many thousands every week, and we provide several valuable programs on which many of our hungry neighbors depend. Altogether, those programs distributed 22.2 million pounds of food last year to help those in our community who struggle to put food on the table for themselves and their families. Without the assistance of our network, those families would experience severe hardship.

As hunger partners, you know how much work and coordination it takes to deliver on our mission. With so much going on, it takes careful coordination, attention to detail, and scrupulous support for basic operating arrangements to keep everything functioning smoothly. Every day brings new challenges and new opportunities. We are proud of the daily collaboration, hard work, and practical problem-solving we see in evidence across our network.

This manual is our best attempt to gather together, clearly and simply, the basic processes, guidelines and commitments within which we work together to achieve our mission. Putting it in writing has helped the Food Bank staff clarify and communicate the working arrangements we have developed over many years, which make our work go smoothly. We hope it is a useful reference for you, as well.

Thank you once again for collaborating with us to lead our community in the fight to end hunger!

With great appreciation,

Richard LeBer
President & CEO

ABOUT US

THE FOOD COMES FROM...



GROWERS

Farmers donate fresh fruits and vegetables that do not make it to grocery stores and other markets.



PRODUCERS

The food manufacturing industry donates to Feeding America, which then distributes the food to its nationwide network of 200 food banks.



COMMUNITY FOOD DRIVES

Businesses, community organizations, schools, churches and other supporters collect canned food and other nonperishables through food drives.



RETAILERS

Supermarkets and retail stores throughout Southwest Florida donate dairy, meat, fresh produce, bread and other food.



DISTRIBUTORS

Food distributors transport donations to the food bank. Donations often are from throughout Florida, elsewhere in the country, or as far north as Canada.



Harry Chapin Food Bank
OF SOUTHWEST FLORIDA



... AND IS DISTRIBUTED TO PARTNER AGENCIES...



FOOD PANTRIES



SOUP KITCHENS



CHILDREN'S FOOD PROGRAMS



RESIDENTIAL PROGRAMS



HOMELESS SHELTERS



AIDS PROJECTS



SENIOR PROGRAMS



THAT PROVIDE FOOD TO OUR NEIGHBORS IN NEED

Low-Income Families
Homeless

Working Poor
Single-Parent Families
People Living with AIDS

Seniors
Veterans

Natural Disaster Victims
Battered Women & Children

FOOD PROGRAMS AND SERVICES

The Harry Chapin Food Bank is the main source of food for many partner agencies. HCFB is supported by several programs:

Care & Share Senior Feeding Campaign

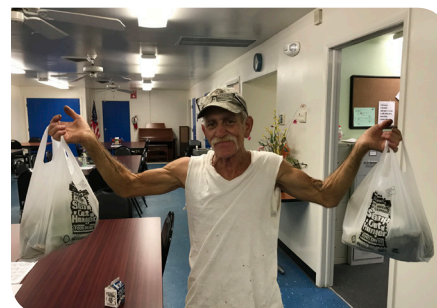
Care & Share: Senior Feeding Campaign

This program supplements the diets of low-income seniors in Lee, Collier, and Charlotte counties with nutritious, easy-to prepare food. Seniors receive kits containing canned fruits and vegetables, canned protein, grains, cereal, and other food each month. When possible, the Food Bank provides fresh produce with these kits.



Commodity Supplemental Food Program (CSFP)

This program provides nutritious food to eligible low-income seniors ages 60 and older. Food boxes are distributed once a month in Glades and Hendry counties. The CSFP program is administered by the state agriculture department and operated in Southwest Florida by the Harry Chapin Food Bank.



Donated Food

As a member of Feeding America, the nation's leading domestic hunger relief charity, HCFB receives donations through national and local donors of food and non-food items. A majority of the food HCFB receives is not sold on the market due to overproduction, cosmetic damage, or nearing code date, but is still deemed safe to eat. We also receive a large quantity of non-perishable items from local food drives and fresh produce from local partners.



Emergency Food and Shelter Program (EFSP)

The Harry Chapin Food Bank applies for Federal Emergency Management Act (FEMA) funds to help with emergency food purchases. Currently, HCFB receives funding for Collier, Glades, Lee, and Hendry counties and purchases large quantities of food that eligible agencies can order. A partner agency operating an emergency food relief organization in the designated counties may receive food from this program.

Just in Time

Through the Just in Time deliveries, HCFB is able to distribute millions of pounds of fresh produce each year to households living on limited incomes. Agencies have the option of picking up produce from the warehouse or having it delivered to their site. Agencies can receive between four and nine pallets of mixed produce, which may include cantaloupe, watermelon, cabbage, potatoes, carrots, onions, squash, sweet potatoes, corn, tomatoes, apples, and strawberries. Just in Time is supported by grants and grower partnerships.



Mobile Food Pantry

The mobile pantry program, called Fulfill, distributes fresh, nutritious food items directly to clients, many of whom do not have access to grocery stores due to location or lack of transportation. Typically, households receive 35 to 40 pounds of fresh produce, meat, and bread, along with a variety of canned and dry goods such as peanut butter, beans, rice, juice, cereal, and fruit. A single mobile pantry can distribute food to as many as 250 households. Mobile pantries are financially supported through grants, partner agencies, and local businesses.

Purchase

The Harry Chapin Food Bank leverages its relationship with Feeding America, manufacturers and store owners to secure nutritious, shelf-stable food and offers it to partner agencies at below retail cost. Many partner agencies request canned fruits and vegetables, protein, pasta or rice, and complete meals such as soups or stews. An agency can access these items through the shopping list.

Retail Store Pick-up Program

The Retail Store Pick-up Program is a partnership between Feeding America and various retailers such as Walmart, Publix, Target, and Aldi. Through this partnership, food and non-food items are donated to the food bank and some of the partner agencies that it serves.



SNAP

The Supplemental Nutrition Assistance Program (SNAP), formerly known as food stamps, helps low-income households buy food they need to help them get through the month. The Harry Chapin Food Bank helps potential recipients apply for the program by visiting partner agencies and meeting with individuals in need of assistance. Partner agencies interested in having an HCFB representative visit their site to assess potential SNAP clients should contact Deima Torna, SNAP Outreach Coordinator, at (239) 269-2534 or dtorna@harrychapinfoodbank.org.

USDA/The Emergency Food Assistance Program (TEFAP)

The U.S. Department of Agriculture and the Florida Department of Agriculture and Consumer Services contract with the food bank to distribute government commodities throughout Southwest Florida. The Temporary Food Assistance Program (TEFAP) supplements the diets of low-income individuals by providing them with emergency food. TEFAP enables our partner agencies to supplement their food programs with canned fruits and vegetables, juice, cereal, frozen meat, and fresh produce. Similar to the Commodity Supplemental Food Program (CSFP), TEFAP carries additional responsibilities. Agencies are required to ensure that each participant qualifies for food, store TEFAP food separately from non-TEFAP commodities, and provide civil rights training annually. Agencies operating a food pantry, soup kitchen, and/or shelter are eligible to participate in the program.





Partner Agency Agreement

All partner agencies must have a signed Partner Agency Agreement on file. By signing, the agencies agree to abide by Harry Chapin Food Bank policies and procedures. This section outlines details of the partnership agreement as they relate to food distribution and food program operations. Payments and reporting are discussed separately.

Agency Client Relations

The partner agency agrees to directly serve the needs of the ill, the needy, and infants in the form of meals and/or groceries as an ongoing part of the program for residents within the HCFB service area: Collier, Charlotte, Glades, Hendry, and Lee counties.

Volunteers and staff who are also program recipients are allowed to receive food as long as they fit the above criteria and it is not in exchange for services to the agency. Staff or volunteers may not receive preferential treatment. An example of preferential treatment is allowing them to shop before clients.

Food Sourcing

The Harry Chapin Food Bank will do its best to source, sort, inventory, and make food available, at its premises or by delivery, to the partner agency. The food will come from donations and other sources to help the partner agencies feed clients.

Waiver of Liability

As stated in the Partner Agency Agreement, the partner agency hereby agrees that the food will be duly inspected by the authorized representative upon pick up or delivery, and also at time of distribution, to ascertain that it is fit for human consumption. An agency must ensure that their staff and volunteers have food safety training to safely handle and judge donated items for freshness.

It is acknowledged and further agreed by and between HCFB and partner agencies that the food is accepted "as is" and may not be returned once the items are taken or delivered from HCFB. HCFB, Feeding America, and the original donor expressly disclaim any implied warranties of fitness of the product and the organization agrees to this disclaimer.

The partner agency releases HCFB, its directors, officers, employees, volunteers, Feeding America, and the original donor from any and all claims and liability resulting from the receipt of the food, the condition of the food, and the process of obtaining the food. The partner agency further agrees to indemnify, defend, and hold HCFB, its directors, officers, employees, and volunteers, Feeding America, and the original donor free and harmless from and against any and all liabilities, damages, losses, claims, causes of action, lawsuits, or any obligation whatsoever, and all costs and expenses, including attorney's fees, arising out of or attributed to any action of the partner agency in connection with storage and/or use of, including distribution of, the food.

Prohibited Activities

Agencies may not require contributions from food recipients nor charge clients a membership fee that is related to the food program. If clients want to make a donation to the program, they should be encouraged to utilize their resources to care for their own needs. An agency should not accept a financial donation from clients during distribution.

Under no circumstance should donated product be sold in thrift stores or flea markets, or traded, bartered, transferred, or exchanged for any other goods, services, or property. HCFB food items may not be stored in someone's home or a shed meant to store garden tools.

Many of HCFB's partners are members of faith-based organizations. As a condition of receipt of commodities, agencies cannot proselytize. Agencies are not to require program users to attend church, other religious services, or complete applications unrelated to the food program, in order to receive food or other products. Neither will the agency distribute food immediately prior to or immediately after services that are deemed as religious, or proselytize during the distribution.

Misuse of HCFB Product

All food and non-food products received from HCFB can only be used for programs described in the agency application. Agencies are not allowed to order food for other agencies or use product for other purposes, charitable or otherwise, unless first approved by HCFB.

There should be no redistribution of HCFB product to other nonprofit organizations, including pantries or meal providers, regardless if they are part of the HCFB network of partner agencies, without written permission.

Agencies wanting to expand their program by beginning a new program must go through the same application process, including a site visit and orientation. All products received through HCFB are to be used for the approved program only, not for other purposes.

Using HCFB food and non-food items for fundraisers, staff parties or board meetings, or making use of cleaning products and blankets to help offset operation costs, is prohibited.

Reporting Food Loss

Any loss of product by fire, theft, robbery, or other disaster must be reported to HCFB as soon as possible. In addition, the agency must contact the police, obtain a copy of the police report, and submit the report to the food bank.

Partner Agencies Sub-distributing Food to other Agencies

Partner agencies are NOT allowed to sub-distribute unless there is written approval from HCFB to do so. An agency must maintain a record of each item, the date and quantity. This is required in case of a product recall. Food that is sub-distributed must be edible and safe to transport from one location to the next.

Anti-Discrimination Policy

Partner agencies agree not to discriminate against any person in all its programs and services on the basis of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, or sexual orientation, including gender identity, as well as unfavorable discharge from the military, or status as a protected veteran.

Each partner agency participating in the CSFP and TEFAP must display a "Justice for All" poster. Staff and volunteers that have direct contact with program users must receive civil rights training annually.

***Violation of this policy will result in immediate termination.**

Filing a Discrimination Complaint

All partner agencies must maintain a non-discrimination policy and related set of operating procedures. If any of the organization's clients feel they have been discriminated against, they will be provided with appropriate forms and contacts and, if needed, will be assisted in completing forms in accordance with this agreement.

Any complaint alleging discrimination must contain specific information, such as the full name and address of the person making the complaint, along with the full name and address of the entity the complaint is being made against. The basis of the alleged discrimination must be included, identifying the grounds of the complaint, i.e. race, color, religion, national origin, disability, age, or gender.

A statement will need to include the facts that define the alleged discrimination and the date(s) of the occurrence(s). An agency receiving USDA commodities may contact USDA directly with its complaint. All other agencies should forward their information to the partner relations and compliance manager.

Communicating to the Public

The Harry Chapin Food Bank requires partner agencies to acknowledge their partnership with HCFB by prominently displaying the HCFB decal or poster and using best efforts to acknowledge HCFB on any printed materials and media outlets when referencing the feeding program.

Each agency is provided a decal at the time of new member orientation. Upon termination of this agreement by either party, the partner agency must return the decal and immediately cease to represent itself as a partner of HCFB.

Communicating to Harry Chapin Food Bank

If an agency moves, discontinues the program, or undergoes any significant program changes, such as change of main contact person, operation days and hours, and agency contact information, the agency must notify HCFB within 10 days of the change. Agencies are encouraged to make any changes by completing the Change of Information Form. The form must be completed by the person in charge of the agency or church, such as the director and/or pastor. Otherwise, no change will be made.

Annual Partner Agency Agreement Renewal

The partner agreement renews automatically each year on July 1st, unless either party informs the other of its intent to terminate the agreement at least 30 days prior to that date.



Agencies are invited to attend an annual Hunger Summit.

SUSPENSION, INACTIVATION & APPEALS

Suspension

The Harry Chapin Food Bank reserves the right to suspend a partner agency's account for up to three (3) months for noncompliance. During the suspension period, an agency will not be allowed to order, shop, or receive bread and produce; however, when a suspension is due to non-payment, the agency will be allowed to receive bread and produce only.

When the agency becomes compliant, the suspension will be lifted with no further action. If the agency does not return to good standing, the account may be inactivated, and the agency must wait one (1) year from the date of the inactivation to re-apply. Possible reasons for suspension are:

- Significantly delinquent in payment of shared maintenance fee/service charge.
- An agency does not comply with recordkeeping and reporting requirements, including reporting pounds collected through store rescue. This includes any administrative records pertaining to TEFAP and CSFP.
- An agency is closed to the general public but distributing donated products to unqualified recipients or exclusive groups, such as a clubs and members of the congregation.
- There is a barrier to service, such as the agency requiring participation in a religious service or event of any type prior to receiving food.
- HCFB is unable to perform a scheduled site visit.
- An agency relocates or changes days/hours of service without informing HCFB.
- Food safety violations
- Any other reason found by HCFB staff that violates HCFB and USDA policies and procedures.

Inactivation

A partner agency may be inactivated without having first been put on a suspension for serious infractions of the partnership agreement, USDA contract, or any other HCFB regulations outlined in this manual. When an agency has been placed on suspension two times at any given time during the partnership for a recurring issue, HCFB reserves the right to terminate the agency for its third infraction.

Inactivation is determined jointly by the partner relation manager and director of programs after consultation with the president and CEO. And, whether an agency account is suspended or terminated, the agency will receive a letter outlining the status of its account.

A partner agency will be terminated immediately for any of the following reasons:

- Loss of an IRS 501(c) (3) or church exemption
- Unlawful discrimination
- Selling food
- Charging clients a fee for food and non-food items

Once inactivated, an agency will lose the privileges that come with partnership and must reapply to be reinstated as a partner agency.

Right to Appeal

The partner agency has the right to appeal to the president and CEO of HCFB by delivering such appeal in writing within 30 days of receipt of notice of inactivation. The agency will receive a written response from the president and CEO within 15 business days of the resolution. The decision to reinstate a partner agency will be determined by the president and agency relations staff. A partner agency that is not reinstated may reapply by submitting an application one year after the termination date.

SITE MONITORING

Site Visits

Feeding America requires HCFB to visit partner agency sites at least once every two years. However, the Florida Department of Agriculture and Consumer Services requires annual site visits to agencies participating in the TEFAP and CSFP programs. These visits are required to remain an active partner agency in the network. Site visits are mostly performed during food distribution or at a mutually convenient time. The agency will receive notification by phone or email one to three weeks prior to the upcoming site visit. HCFB will email a site visit checklist to help the partner agency prepare for the visit after the appointment has been confirmed. If scheduling a site visit is unsuccessful after four attempts, the agency's account will be suspended.

The Purpose of the Site Visit is to:

- Verify an active feeding program.
- Ensure food safety standards are being upheld.
- Improve communication between HCFB and the agency as well as to assist the agency with fine-tuning its program.

The site visit also provides an opportunity for the participating agency to ask questions, discuss concerns, and make suggestions about the program.

What to Expect During a Site Visit

During the visit, the agency facility and administrative records are reviewed. Documentation for the current year must be kept on site and ready for review during a site visit by HCFB, a government agency, and/or donor. An agency is required to maintain the following documentation for four years: USDA/TEFAP forms, non-discrimination and civil rights training (USDA distributing agencies only), outreach materials, temperature logs, most recent pesticide schedule, participants' signature sheets, food safety certification, and invoices.

Food safety practices and interaction between volunteers and clients are observed. After the site visit is complete, the agency will be asked to sign the partner agency monitoring form. A follow-up letter will be emailed to the agency outlining the results of the site visit.

How to Ace Your Site Visit

Preparing for a site visit can be stressful. Designate at least one hour of undivided attention for the site visit. It is very important that the main contact and/or program director be present during the inspection. A site visit checklist allows the agency to focus on aching the site visit. Reviewing the checklist and having the required documentation beforehand will help tremendously.

Site Visit Non- Compliance Procedure

In the event an agency is found out of compliance during a site visit and the compliance issue does or could adversely affect food safety, product integrity, donor relations, clients' access to services, or the reputation of HCFB, a follow-up site visit will be performed at a minimum of every six (6) months until the issue is corrected. Documentation of the corrective actions is maintained in the agency's file. HCFB will follow up within 30 days to ensure the situation is being rectified. If a partner does not take corrective action within 60 days, the agency may be suspended.

Agency Complaints

Complaints are taken very seriously. HCBF will follow up on all complaints, concerns, or questions about a partner agency that receives food from the food bank. A staff member will contact the agency to discuss the nature of the complaint and a resolution. Many complaints are program complaints, such as clients perceiving they are receiving less food than another. In that case, the resolution may involve informing clients of the agency food distribution policy. For complaints that infringe on a person's civil rights or violate any section of the partner agency agreement, the agency may receive an unannounced site visit. Records of complaints are noted in the agency's file.

PROGRAM SERVICES



Orientations

Before partnership is granted, a new partner agency must attend an orientation. Existing partner agencies are encouraged to invite volunteers and/or staff members associated with the feeding program to attend an orientation as a way of ensuring continuity in the event of staff or volunteer turnover. Orientations cover the partner agency agreement as well as the benefits of food bank partnership, warehouse rules, food safety and storage, ordering and receiving product, and reporting requirements. Participants will also receive a tour of the food bank warehouse. All new agencies will receive a copy of the Partner Agency Manual and partnership agreement which the executive or pastor must sign.

Annual Hunger Summit

The Hunger Summit is typically held in May; however, it may be held at any time throughout the year. The Hunger Summit offers partner agencies a forum to learn from experts in a variety of fields, including fundraising, community health and nutrition, and advocacy, as well as best practices.

Partner agencies are encouraged to attend and enjoy a day of appreciation for all the hard work and effort they have contributed during the year.



Mandatory Meetings

As stated in the partner agency agreement, every partner agency is required to attend a mandatory meeting. Once or twice a year, HCFB will call for a mandatory meeting to discuss changes in HCFB policies, including payments, grants, holiday distribution, online ordering, shopping, and more. This is also a great time to get questions answered and to network with other partner agencies.



Partner Agency Workgroup

The purpose of the Partner Agency Workgroup is to promote and support HCFB programs, policies, and procedures related to HCFB partner agencies, and to make recommendations regarding services while achieving HCFB's mission. Currently, the group is comprised of active partner agencies operating feeding programs within the HCFB service area. The group meets on the second Tuesday of every other month. Group members have an option to participate by conference call if they are unable to attend physically. Group members serve for a term for up to three years and may serve a maximum of two consecutive terms. Partner agencies in Charlotte, Collier, Glades, and Hendry Counties are almost always under-represented, and are encouraged to join the workgroup.

FINANCIAL POLICY

Fees are billed monthly. Billing documents will be delivered when orders are delivered or picked up. The person accepting the order should relay billing documents to the person at the agency responsible for payments.

Payments are due within 30 days of billing. Payments must be made by check or money order. HCFB does not accept payments by cash or credit card.

To ensure payments are posted to your account in a timely manner, please indicate the agency number and the invoice or AOR number on the payment. Payments without an invoice or AOR number will be applied to the earliest invoice.

If payment is being made for several agencies at once, please indicate each agency's account and invoice number on your payment.

Shared Maintenance Fees

The Harry Chapin Food Bank collects a shared maintenance fee for some of the items received by agencies from the food bank to help cover its costs. Shared maintenance fees are assessed relative to the volume of product received. Shared maintenance fees are not assessed on all items. The shared maintenance fee can range from 1 cent to 18 cents per pound. Shared maintenance fee levels are determined at the discretion of HCFB and are subject to change. The amount of shared maintenance fees that applies to any item is clearly indicated in the ordering system at the time the order is placed.

Delivery Fees

Orders delivered to the agency will incur a delivery charge, which is currently 3 cents a pound. That fee will be included in invoices and is easy to distinguish. Agencies must order at least 500 pounds of food to receive a delivery. The Harry Chapin Food Bank may change delivery fees at any time.

Returned Checks Policy

If an agency's check is returned by the bank for any reason, the Harry Chapin Food Bank has the right to assess a charge. Thereafter, the food bank will no longer accept payments by check from the agency for six (6) months for the first infraction and 12 twelve months for the second infraction. Agencies that have two returned checks within a 12-month period or five returned checks at any time during its partnership account may be suspended.

Past Due Balances

Agencies are expected to pay their balance within 30 days of being invoiced. Agencies with balances that are 60 days in arrears will receive a warning letter. After 90 days, an account may be suspended or inactivated, or the agency may be required to pick up its orders. Agency accounts that are inactivated or suspended will have to pay the entire balance before shopping privileges and other services are restored.

Note: A partner agency with a balance in arrears over 90 days will be reviewed for inactivation. If inactivated, the agency will have to start the process from the beginning, and the program may or may not be approved.





Returned Orders

Orders returned to stock because of a no-show or cancellation outside of a 48-hour time period may be subjected to a \$25 restocking fee, which must be paid before an agency can place another order. To cancel an order, an agency must contact warehouse personnel within 48 hours of the designated time of pick up or delivery.



Statements

Statements are mailed to the address on record during the first week of each month. Invoices that have not been paid will show on the statement. Statements provide invoice numbers with corresponding dates of orders an agency has received. If there is a discrepancy on the statement, please contact the finance department to follow up.



Invoices

Invoices are generated for every order, and identify each product on the order. Agencies are provided with an invoice at the time of pick up or delivery. All invoices should be given to the agency representative in charge of the organization's finances for processing purposes.

Copies of each invoice can be provided upon an agency's request. It is required that agencies maintain records of their invoices for four years, one year current on site and three years previous off-site.



Grant Policy

Grants received by HCFB that are designated for the agency through private donations or other sources must be used in full by the agency within 15 months from the date the grant is posted. Funds that are not utilized before the expiration date will revert to HCFB to use in pursuit of its mission.

Grants received by HCFB that are designated for the agency through private donations or other sources will receive a check addressed to the organization and the head of the organization, such as the executive director, pastor, or board chair.

SAFE FOOD HANDLING & STORAGE

Food must be kept safe at all times from the time of pick up/delivery to distribution. It is of paramount importance to follow the food safety guidelines to prevent food-borne illness. Agencies that store in one location and distribute from another, and/or pick up food from HCFB to deliver it to their site, whether from a permanent site or a mobile pantry, must adhere to the following rules:

Food Safety Training and Certification

Each partner agency must have at least one program representative who is certified in food safety and must maintain food safety certification during the duration of the partnership. This will ensure that proper food safety knowledge and practices are being implemented throughout our network. In the event the agency representative with food safety training departs from the organization, HCFB should be notified, as another representative will need to be trained as soon as possible. An agency representative is required to attend regular food safety trainings as scheduled by the food bank.

Food Storage

All storage facilities for food and non-food items must be approved by Harry Chapin Food Bank personnel and located within HCFB service areas: Collier, Charlotte, Glades, Hendry, and Lee counties. Private residences may not be used for storage and/or distribution of food from HCFB. This includes, but is not limited to, TEFAP, CSFP, donated food, and food drive food. Typically, storage facilities are located in the same building as food distribution. If an agency stores food in a location separate from the food distribution, that site must first be pre-approved by HCFB personnel. Food must be stored in a space that is climate-controlled. Spaces such as sheds and closets meant for the use of garden tools are not allowed. An agency is subjected to inspections, announced or unannounced, to ensure these rules are followed.

Storage Space

An agency must have adequate storage space to provide for proper air circulation. Food should be stored on clean and dry shelves and/or pallets that are at least six inches off the ground and two inches away from walls and ceiling. Non-food items such as poisonous material, including pesticides, soaps, and detergents, must be stored away from food.

Food storage temperatures should be no warmer than 80 degrees for most dry goods, such as canned goods. Special dry goods such as rice, beans, grains, and powdered milk must be stored at temperatures between 50 and 70 degrees. Refrigerated food temperatures must be held between 35 and 41 degrees and freezer temperatures between 0 and -10 degrees. Agencies are required to maintain a temperature log to record temperatures of the cold box and dry storage area. Temperatures should be recorded daily or when on-site.



First-In, First-Out Rotation Method (FIFO)

The Harry Chapin Food Bank recommends partner agencies implement the First-In, First-Out (FIFO) rotation method to avoid waste. Food should not be stored longer than three months. Date each case of product as soon as it is received. Older dates on stock should be placed up front and used before product with newer dates.

Transporting food

Perishable food should be transported in coolers or in an air-conditioned vehicle, not in a trunk on a hot day. Keep cold food at or below 40 degrees. Place in a cooler with a cold source, such as ice or frozen gel packs, or wrap food in a thermal blanket if the site is located within 30 minutes from the pick-up location.



Refreezing

Once food is thawed in the refrigerator, it is safe to refreeze it without cooking; however, there may be a loss of quality due to moisture lost through thawing. After cooking raw foods that were previously frozen, it is safe to freeze the cooked foods. If previously cooked foods are thawed in the refrigerator, an agency may refreeze the unused portion. Freeze leftovers within three to four days. Do not refreeze any foods left outside the refrigerator longer than two hours, or one hour in temperatures above 90 degrees.

Return Policy for Damaged Products

Occasionally, HCFB may receive products that are damaged. While each product is inspected closely by HCFB warehouse personnel for its edibility, from time to time product may come to an agency. An agency has 24 hours after the product has been received to contact the agency services coordinator.

The product must be returned within five days (including weekends and holidays). The HCFB agency services coordinator will evaluate the product. If it is determined that the product was damaged or spoiled before leaving the warehouse, or during transportation to the agency, the agency will be issued a credit. HCFB will not accept returned items that were ordered in error. Agencies are encouraged to contact the food bank with questions about any product.

Product Recall

The Harry Chapin Food Bank receives notification on a product that has been recalled. The food bank reviews all specifications to determine whether the recalled product is on its inventory list, or if the product has been distributed throughout the service area. Partners will be notified and asked to locate the recalled item by the manufacturer's name or brand, packing size, and serial and/or lot numbers. When necessary, a credit or refund will be issued to qualifying agencies.

If the recalled item is in the warehouse, HCFB will remove any remaining product from the shopping list and shopping area to prevent further ordering and distribution. If an agency has an existing order for a recalled item, the item will be removed from its order. In addition, the following precautions should be taken:

- Comply with the manufacturer's disposal instructions. Quarantine, isolate, and label any affected product to maintain safety.
- Promptly and efficiently, provide food recall or advisory information to any clients who may have received the recalled products.
- Inform HFCB with the course of action taken by your agency.

Agencies interested in receiving notification directly can do so by signing up for emails at foodsafety.gov.

Hand Washing

Always wash your hands before, during, and after handling food. Bacteria can easily be spread by unclean hands. Wash your hands after using the restroom, touching your mouth, face or hair, sneezing, or if you have a cut.

If an agency prepares food, your location should be equipped with a hand-washing sink, a hand-washing sign posted above or near the sink, and soap and paper towel dispensers.

Sanitation

Maintain equipment and work surfaces. They should be clean and free of bacteria. This is critical for food safety. Cleaning and sanitizing practices should be utilized. Agencies are encouraged to implement a cleaning schedule to ensure cleaning practices are upheld. All sinks used for hand washing must have a hand washing poster posted above the sink or nearby. Clean spills immediately to prevent accidents.

Pest Control

Partner agencies must take reasonable precautions to protect against pests. Agencies are required by HCFB to have regular visits from a licensed exterminator. Agencies cannot use pest control methods that use poison and glue traps, as they can pose the possibility of cross contamination with food and would make food unfit for human consumption. Agencies must maintain a list of the dates of pest control and services rendered.

Interpreting Dates

Many food products are safe to eat beyond the date printed on the package, but manufacturers' policies dictate that these foods be removed from retail stores. HCFB is still able to distribute many of these items. HCFB works actively to ensure the quality of donated product; however, agencies should always inspect product as it comes in to their facility.

Items such as medicine and baby food, including baby formula must be discarded. These items cannot be distributed past their expiration date. The websites listed near the end of this page are the definitive sources for food safety. The following provides some guidance, but should not be considered a substitute for the information on those websites. Also, the common sense rule of **"When in doubt, throw it out"** always applies.

Websites

Food Safety and Inspection Service
www.fsis.usda.gov

Government Food Safety Information
www.foodsafety.gov

Food and Drug Administration
www.cfsan.fda.gov

Food Expiration date	Description of Code
Expiration Date/Use By	Last day the product should be eaten or used for assured quality. Phrase most often used: Do not use after (date), Includes baby formula and baby foods.
Sell by or Freshness	Last recommended date of sale that allows ample home storage time. Phrase most often used: "Sell by (date)." Includes milk, yogurt, and eggs
Best if Used By	Date after which a product is not likely to be at peak quality or flavor. Includes prepared packaged foods, rice/Soy Dream soymilk, and most dry goods.
Use by/before	This is the last date for use of the product at peak quality. This date has been determined by the manufacturer of the product.
Production/Pack Date	Indicates when the product was produced. It does not indicate anything about the quality or safety of the product, and it does not indicate anything about shelf life. Production dates are used to track product. They are not meant for the consumer.
Code Date	A series of letters/numbers used by manufacturers to track food across state lines in the event of a recall.

PICK UP & DELIVERY

Check-In

Check in with the agency relations coordinator or warehouse staff when you arrive. Enter through the entrance marked “Agency Check-In”. You will be asked to provide the name of your organization and agency number.

Parking is available directly across from the loading dock closest to Fowler Street. Do not park in areas designated for other businesses. The Harry Chapin Food Bank will not be responsible if your vehicle is towed.

Identification Cards

Agency representatives must wear their name badge to pick up food and other products, when interfacing with food bank staff, and while on food bank property. Agency representatives who do not wear their name badge may be turned away, and must make arrangements with the agency relations coordinator to retrieve their order.

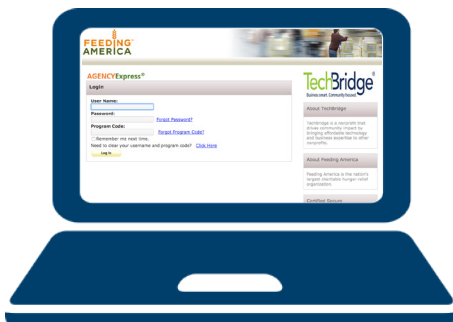
It is up to the partner agency representative to ensure their staff/volunteers have the appropriate identification when visiting HCFB. Each program is issued two cards during orientation. If there is a program change, the agency is responsible for contacting the food bank within 10 days of the change so that new cards can be issued.

Replacement Identification Cards

A replacement card form must be completed and turned in to the agency relations coordinator for a replacement card. Your program may be subjected to a fee of \$5 to replace a lost identification card.



ORDERING



There are two ways to order food: online through Agency Express or shopping at the Fort Myers Distribution Center.

Agency Express

Ordering is done online 24 hours/7 days a week through the Agency Express System. To access the system, the agency must have a user name/password and program code. The username is always the agency number assigned to the program at the time of partnership. The program code is always 0280p and the username is 0280p22222. See the appendix for ordering instructions

To place an order

1. To order online, an agency must have access to a computer with Internet Explorer and/or Safari. The online ordering system is operational 24 hours/7 days a week. An order must be placed five to seven days before delivery.
2. Appointment times will be scheduled Monday through Friday from 9 to 11 a.m. and 1 to 2 p.m. No appointments are scheduled after 2 p.m., due to restocking.

Please Note: HCFB delivers to certain areas within the five-county service area on specific days. Please remember the day the food bank delivers to your area before placing your order.

Pick Up

Agencies are expected to retrieve items ordered through Agency Express on the scheduled date and time. An agency representative should arrive on time and 15 minutes early if the representative would like to shop. Tardiness causes delays. If an agency is late, the representative may have to wait until all other partner agencies have picked up at their scheduled time before receiving the order. Agencies that are chronically late without a probable cause may be suspended from picking up for a period of 60 days, and will incur a cost of 3 cents per pound for delivery.

Shopping

Shopping is available at the Fort Myers location only. Donated non-perishable food items are available. If an agency representative is picking up an order placed online and wants to shop as well, the representative may do so at the time of pick up. An agency may shop even if an order was not placed online. In this case, the agency must call the agency relations coordinator at 239-334-7007, ext. 139, to schedule an appointment. Keep in the mind the following guidelines:

- Appointments are made 30 minutes apart and you are allowed 15 minutes to shop.
- Please be on time so we may better serve you, and in consideration of others waiting behind you.
- Please be mindful of other partner agencies and do not clear the shelves.
- Agencies are responsible for checking orders before leaving the premises. Report any issues or discrepancies with your order. No changes will be permitted once you leave the food bank.

1. Due to insurance regulation, our staff is not permitted to assist in loading orders into your vehicle. Please bring adequate help with you (at least two people needed) when picking up food.
2. Please stay clear of the dock and all equipment. All warehouse areas other than the shopping area are off limits.

IMPORTANT: Children younger than age 16 are not allowed in the warehouse, docks, or warehouse areas. Children must wait in the reception area with an adult.

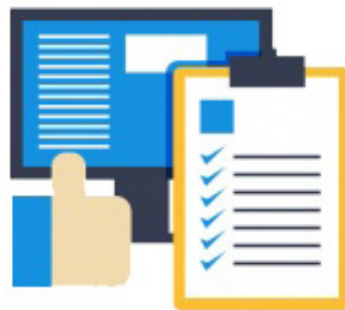
HCFB is not responsible for loading vehicles. However, warehouse staff will gladly load items on a box truck using a pallet jack or forklift. They are not allowed to lift items. Agencies are encouraged to bring their own equipment to assist with loading products inside their vehicles.

Orders will be brought to the loading dock at scheduled appointment times. Please do not back in to the dock until you are asked to do so.

Missed or Canceled Appointments

If you miss your scheduled appointment, immediately contact the agency relations coordinator (239) 334-7007 ext. 139 to make arrangements to pick up your items. Agencies are expected to make arrangements to pick up their order within 48 hours.

To cancel an appointment and return an order to stock, please call the agency relations coordinator as soon as possible. Agencies may be subjected to a \$25 restocking fee at the discretion of the food bank.



DELIVERY POLICY & PROCEDURES

Delivery

HCFB drivers will make every effort to deliver items to the location on record at the scheduled date and time. However, drivers may arrive one hour before or one hour after the scheduled time. It is imperative that an agency have someone available for at least three hours on the day of delivery.

Upon delivery, an agency representative must verify that the order is correct and sign the invoice before the driver leaves the premises. If you discover an item(s) is missing from your order, please contact the agency relations coordinator immediately to remove charges from your account, if any.

Drivers will deliver food to the door of the agency. Drivers are not allowed to bring food beyond that point and assist with putting food away. An agency is expected to have adequate food storage and enough help to stock food.



Banana Boxes

Agencies are expected to return banana boxes to HCFB. It is very important that these boxes be returned, as they are an essential part of HCFB operations. HCFB uses banana boxes to store, sort, and carry food.

Drivers will pick up the boxes when they return to deliver a new order to the agency or at a mutually agreed upon time. Agencies that pick up their orders are required to return the boxes on or before their next scheduled pick up.

Boxes are to be kept clean and dry. Drivers will not accept boxes that are damaged due to the weather or agency neglect. Agencies may incur a cost of 3 cents per box for unreturned and damaged banana boxes.



GLOSSARY

Agency Express: Agency Express is a web-based tool sponsored by Feeding America and TechBridge that allows agencies to shop for available food items from the food bank, view item details, submit orders, and view the status of orders through this system.

Backpack: A program that helps provide children with nutritious and easy-to-prepare food so they have enough to eat on the weekends.

Care & Share: Senior food program operated by HCFB to provide supplemental food for eligible low-income seniors living in Collier, Charlotte and Lee Counties.

Client Choice Pantry: This food pantry model helps eliminate waste by allowing clients to choose specific items they want and need for their families.

Commodities: Food donated by the USDA for distribution through CSFP and TEFAP programs.

Commodity Supplemental Food Program (CSFP): Federal nutrition assistance program targeting eligible seniors ages 60 and older.

Discrimination: Treatment or consideration of, or making a distinction in favor of or against, a person or thing based on the group, class, or category to which that person or thing belongs, rather than on individual merit.

Duplicate: This is the number of “duplicated” clients served monthly. If the same family or household comes in more than one time during this period, count the household, number of adults, seniors and number of children EVERY TIME they come for a food basket/bag.

Food Bank: A nonprofit organization that operates as a clearinghouse and distribution center, receiving donated food and non-food products and channeling them through various community agencies to people in need.

Food Drive: A food drive is an organized effort to collect food for distribution to individuals/families who are food insecure.

Food Pantry: An agency that distributes food for home use directly to individuals and families that meet established eligibility requirements.

Grievance: A formal process used to resolve a complaint.

Household: A group of related or non-related individuals living as one economic unit who buy and cook food together. It can also mean a single individual living alone.

Meal Program: A program that provides prepared meals or snacks to clients at the program site or in their homes. Meal programs include all congregate meal programs, as well as (soup) kitchens, shelters, group homes, rehabilitation programs and transitional housing programs.

Mobile Food Pantry: The mobile pantry program, called Fulfill, provides supplemental food to clients in underserved areas of the community.

Partner Agency: A 501 (c)(3) charitable or social service organization that partners with HCFB to help end hunger in Southwest Florida through the distribution of food supplied by HCFB and other sources.

Client: An individual or a household member who receives food through one of Harry Chapin Food Bank’s partner agencies.

Proselytize: Convert or attempt to convert (someone) from one religion, belief, or opinion to another.

Retail Store Rescue: A program that provides for the collection of food that would otherwise go to waste from wholesale and retail sources.

Soup Kitchen: A soup kitchen is an establishment that offers meals to the needy. In many instances, visitors to a soup kitchen do not need to meet any eligibility requirements, with meals being offered to all without question.

Statistics: A record of the number of persons served in a household, reported monthly to Feeding America.

SNAP: The federal Supplemental Nutrition Assistance Program (SNAP) helps provide eligible low-income individuals and families with their basic nutritional needs..

Unduplicated: The number of unique individuals who receive food assistance through a partner agency during a given period of time.

Amendments/Revisions to the Policy Manual

The Food Bank reserves the right to modify this manual from time to time without advance notice to partner agencies. After receipt of any amendments/revisions, a partner agency may withdraw its membership within 30 days. Thereafter, it will be subject to the amendments/revisions.

APPENDIX

Site Visit Preparation Checklist



This checklist is intended to help agencies prepare for an upcoming site visit, and make the visit a productive as well as a positive learning experience. If you have questions, please call Carolyn Jones, partner relations and compliance manager, at 239-334-7007 ext. 129, or email cjones@harrychapinfoodbank.org.

harrychapinfoodbank.org.

Administrative Records: Please have copies of the following documents for review:

- The organization's 501(c)(3) (but not a private foundation) determination letter; or proof of a church, or church organization affiliated with a specific church, which meets the requirements for a church under IRS 501(c)(3)
- A list of board of directors with their contact information
- Most recent pesticide information, either a bill or pest control log

Food Storage and Handling Areas including:

- Food storage practices
- Proper sanitation and safety
- Pest control
- Current thermometers and temperature log
- Food storage area and cold boxes maintained at the appropriate temperatures

Food Program Records including:

- Record keeping system, such as signature sheets, spreadsheets, eligibility forms
- Food safety certificate for the individual involved in day-to-day operations
- One year of signed invoices
- Process for handling non-discrimination complaints
- Proof of USDA training for staff and/or volunteers (if applicable)

Process for Completing Your Monthly Reports

Monthly reports are required for each month of service and due by the 10th of each month. This report is a mandatory requirement in accordance with the agency's partnership agreement. Reports must be up to date in order to access inventory from the food bank. Following the steps below will help agencies accurately complete their reports online, and remain in good administrative standing with the food bank.

1. Select agency portal from the Harry Chapin Food Bank website or visit Agencyexpress3.org.
2. Select Agency Express from the left-hand side of the screen.
3. Enter the agency log-in information. Passwords are case sensitive. The agency will then be logged into Agency Express.
4. Select report tab from the top middle section of the screen.
5. Select survey management from the options in the dropdown. This will open the data options page with the monthly reports:
 - a. Search: Allows the agency to search for previous reports.
 - b. My Surveys: Will only show reports for the months that are missing within the search period. This is where agencies enter data for the months being reported on.
 - c. My Responses: Shows reports for months that have been completed.

My Surveys:

1. Select survey tab for the month in which the agency wants to complete the statistics.
2. Complete the information that is applicable to the agency's program. If the agency didn't serve food that month, enter a "0".
3. Select submit.

Just a Few Reminders:

1. Stats must be input by the 10th day of each month.
2. Even if the agency does not serve anyone that month or doesn't order from the food bank, stats still need to be inputted.
3. If stats are not turned in on time, the agency's account will be placed on hold until they are up to date. The agency will not be able to order food.
4. If there are multiple agency numbers, input stats for each one separately.

PLACING YOUR ORDER ONLINE

Step 1:

Visit the food bank's website at harrychapinfoodbank.org or agencyexpress3.org.

Step 2:

Select Agency Portal from the navigation bar located at the top of your screen. This will bring you to the Harry Chapin Food Bank Agency Portal page.

Step 3:

Select the Agency Express button located on the left-hand side of the screen.

Step 4:

Enter user name (agency ID#), password, and program code (0280p and ID#) then select the yellow Log-in icon.

(The user name, password, and program code was assigned to the agency upon approval of the program.)

Step 5:

Select order options from menu bar at top of page and click on scheduler.

Select the normal date and time for delivery/pick up, then click reserve.

Step 6:

After the appointment has been scheduled, access the shopping list to place the order and submit cart.

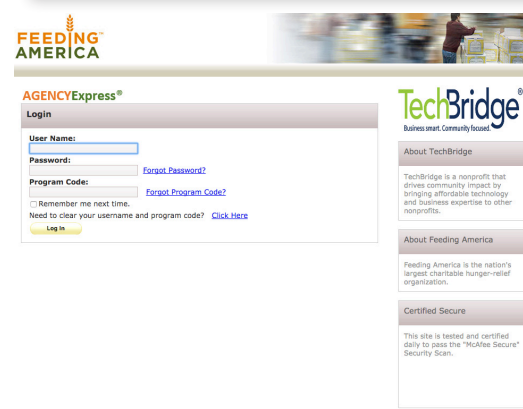
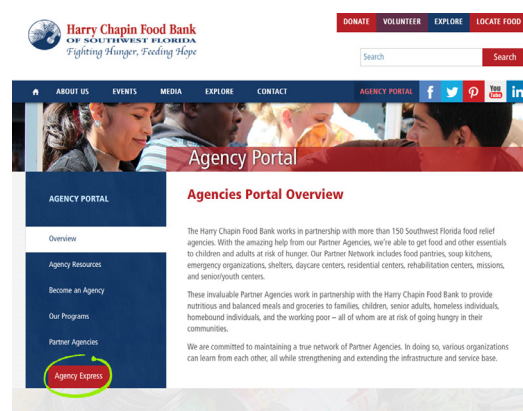
Step 7:

Go to checkout and enter the exact same information entered in the scheduler.

Step 8:

Select the update and submit cart icon located on the right-hand side of the shopping list.

Once the cart is submitted, wait for the confirmation.



Key things to Remember:

- Orders can be made seven days prior to your delivery date.
- Orders can be edited to add additional items to the cart, using the pencil icon located next to the order confirmation on the Agency Express page. However, if the order is edited, the agency risks losing some of the items that were already added to the cart, as they are now available for other agencies to order as well.
- Orders are pulled from inventory three days before the agency's delivery date. No changes can be made afterwards.

Partner Agency Agreement

Contract of Partnership for all Partners and/or Programs of
The Harry Chapin Food Bank of Southwest Florida, Inc. (HCFB)

Organization Name

Account Number

Mailing Address

City

State

Zip

Phone Number

Date

Duties of HCFB

HCFB agrees to:

- Use its best efforts to source, sort, inventory, and make available, at its premises or by delivery, food to the organization from donated and other sources, to help the organization feed clients that it serves.
- Provide the organization with online access to place orders for such food.
- Notify the organization when an order has been received and accepted by HCFB. Food and other products ordered from HCFB may be picked up at HCFB's premises or delivered to the door of the organization. (HCFB personnel will not bring food inside the building.)
- Provide the organization with a financial statement each month indicating grant balances and monies due to HCFB.
- Notify the organization by email, to the address on record, upon receipt of payment and posting of grants.
- Schedule site monitoring visits directly with the organization contact on record, by phone or email, one to three weeks prior to the visit. HCFB will email a site visit checklist to help the organization prepare for the visit after the appointment has been confirmed.
- Offer the organization tools to assist with operating a strong and sustainable program.
- Communicate actively with the organization, including responding to inquiries, notification of significant delivery delays, and significant changes to its programs.

Duties of Organization

The Organization Agrees:

- That it is one of the following:
 - An organization which has a current 501(c)(3) (but not a private foundation) federal tax-exempt status as determined by the Internal Revenue Service, and will provide to HCFB an IRS letter of determination as proof of status. The Organization will maintain an active tax-exempt status throughout the partnership and notify HCFB immediately upon notice of change in status; or,
 - A church which meets the requirements of IRS 501(c)(3), and being a church, is thus considered tax-exempt and not required to provide a "501(c)(3) letter" from the IRS; or,
- An organization affiliated with a specific church, which meets the requirements for a church under IRS 501(c)(3), and the church has obtained a "group ruling" from the IRS; and will provide a copy of the group ruling to HCFB.

- To acknowledge partnership with HCFB by prominently displaying the Harry Chapin Food Bank decal or poster. Upon termination of this agreement by either party, the organization will return the decal and immediately cease to represent itself as a partner of HCFB
- To use best efforts to acknowledge HCFB on any printed materials and to media outlets when referencing the feeding program.
- To attend the initial orientation and have at least one (1) representative present at mandatory agency meetings.
- To clearly display signage indicating days and hours of food distribution.
- To permit on-site inspections by HCFB's representatives at a mutually agreed upon time during the program's distribution. HCFB also reserves the right to visit the organization's program at any time without prior notification.
- To adhere to HCFB established pick-up schedules and procedures, including having adequate help available to load food if picking up from the warehouse, or to unload food from HCFB trucks upon delivery (at least two able-bodied people).
- To contact HCFB to cancel an order at least 48 hours before the scheduled time of pick up or delivery. Cancellations without proper notification may be assessed a restocking fee at the discretion of HCFB.
- To inform HCFB in writing of any changes of agency name, address, telephone number, type of service, hours of operation, stated purpose, contact person, and other relevant information within 10 days of change.
- To reply to any and all communications from HCFB within 10 business days, including requests to complete or provide information for HCFB-related surveys and/or programs.
- To maintain the capability to utilize HCFB's computerized food ordering system and monthly reporting process.
- To maintain records for four (4) years (at least one (1) year on-site) pertaining to the food received from HCFB (invoices). Also, to maintain records of the number of needy, ill and/or infants served.
 - **Food pantries** must collect and submit statistics at the end of each month of the total number of individuals served, total number of households served, plus the age group each is in: children (birth through 17), adults (18 through 64), and seniors (65 and older), as well as statistics for the number of adult recipients who signed for the food received. In addition, the pantry must provide an unduplicated count of individuals served each month.
 - **Agencies serving food** in the form of a meal or snack to individuals must submit monthly statistics at the end of each month on the number of meals/snacks served.

Use of Food

The Organization Agrees:

- To provide food directly to the needy, ill, or children, in the form of meals and/or groceries, as an ongoing part of the program.
- That it will not sell, trade, barter or transfer the items supplied to it by HCFB in exchange for money, other property or services, or for any other reason; or otherwise allow the items to re-enter the commercial marketplace. The organization will not charge clients a fee of any kind for any products received from HCFB.
- That it will not give food or other products received from HCFB to staff or volunteers who do not meet the basic eligibility requirements. Volunteers or staff who do meet the eligibility requirements may not be given preference in regards to types of food, amount of food, or any other type of preferential service.
- That it will not serve food received from HCFB for general organizational use or fundraising events.
- Not to distribute HCFB food and other products outside the HCFB service area: Charlotte, Collier, Glades, Hendry, and Lee counties.
- Not to share food received from HCFB with other organizations, unless specifically authorized in writing in advance by HCFB.
- Not to dispose of any product without prior written permission from HCFB, except for the normal processing and disposal of products unfit for human consumption.
- To abide by all applicable federal, state, and local laws, rules and regulations, whether they relate to the safe and proper handling of donated goods or otherwise.
- To assume full responsibility and accountability for food, including but not limited to:
 - Having a site that is zoned as commercial and non-residential. Food must be stored on-site at all times. At no time shall food or other products be stored in a private residence.

- Having a clean, dry, safe place to store food. (Food must be kept six inches off the floor, two inches from the wall and six inches from the ceiling.)
- Storing all food products in a climate controlled building. This does not include a shed primarily used for storing lawn equipment, etc.
- Maintaining thermometers and monitoring appropriate temperatures in all food storage areas. (not higher than 41° F - refrigerators; 0°F – freezers; 50-70°F for special dry goods like beans, rice, and grains; and no higher than 80°F – regular dry goods)
- Ensuring that at least one active food program staff/volunteer will remain certified in food safety. HCFB recommends all program staff/volunteers receive training on basic food handling.

Waiver of Liability Regarding Donated Products

- The organization hereby warrants that the following release and indemnity will apply to all foods and other items that are received from or through the HARRY CHAPIN FOOD BANK OF SOUTHWEST FLORIDA, INC. (HCFB) and that this agreement shall apply during any and all periods in which the organization receives such food.
- The organization hereby warrants that the food will be duly inspected by the authorized representative upon pick up or delivery, and also at time of distribution, to ascertain that it is fit for human consumption. It is acknowledged and further agreed by and between HCFB and the organization that the food is accepted “as is,” and may not be returned once the items are taken from or delivered by HCFB.

HCFB, Feeding America, and the original donor expressly disclaim any implied warranties of fitness of the product, and the organization agrees to this disclaimer.

- The organization releases HCFB, its directors, officers, employees, volunteers, Feeding America, and the original donor from any and all claims and liability resulting from the receipt of the food, the condition of the food, and the process of obtaining the food. The organization further agrees to indemnify, defend and hold HCFB, its directors, officers, employees, and volunteers, Feeding America, and the original donor free and harmless from and against any and all liabilities, damages, losses, claims, causes of action, lawsuits or any obligation whatsoever, as well as all costs and expenses, including attorney's fees, arising out of or attributed to any action of the organization in connection with storage and/or use of, including distribution of, the food.

Non-Discrimination Policy

- The organization agrees not to discriminate against any person on the basis of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation, including gender identity, unfavorable discharge from the military or status as a protected veteran in all its programs and activities. **USDA distributing agencies' staff/volunteers that have direct contact with program participants must review civil rights education once a year with all staff and volunteers.** The organization will maintain a non-discrimination policy and related set of operating procedures. If any of the organization's clients feel they have been discriminated against, they will be provided with appropriate forms and contacts, and, if needed, will be assisted in completing forms in accordance with this agreement. The organization agrees it will not require clients to attend church, other religious services, or complete applications unrelated to the food program in order to receive food or other products. Neither will the agency distribute food immediately prior to, or immediately after, services which are deemed as religious. Neither will the organization proselytize during the distribution. **Violation of this policy will result in immediate termination.**

Payment Rules

It is the responsibility of the organization to ensure payment policies are enforced among authorized shoppers. The organization acknowledges its responsibility to pay for all orders placed by its authorized shoppers, either online or at HCFB's premises.

- The invoice given at time of purchase, pick up and/or delivery is the organization's primary billing document. Statements will be mailed to the address on record monthly. It is the organization's responsibility to maintain record of payments. If the organization believes an error has occurred, it is the organization's responsibility to contact HCFB's finance department immediately to resolve the discrepancy.
- Payment is due within 30 days of billing for the shared-maintenance fees and/or other fees, using a company check or money order, along with a copy of the invoice. Failure to remit payment may result in penalties, suspension of service, or termination of this agreement by HCFB.
- Grants received by HCFB that are designated on behalf of the organization through the Hunger Walk, private donations, or other sources, must be used in full by the organization within 15 months from the date the grant is posted. Funds that are not utilized before the expiration date will revert to HCFB to use in pursuit of its mission.

Termination Policy

- The organization agrees that any false statements in connection with application for HCFB participation, or violations of any clause in this agreement, may subject the organization to immediate suspension or inactivation.
- This agreement renews automatically each year on July 1, unless either party informs the other of its intent to terminate the agreement at least 30 days prior to that date.

I have read, understood, and agree to accept the terms and conditions outlined in this Partner Agency Agreement.

Signature of Authorized Organization Representative

Print

Signature of Food Program Authorized Representative

Print

Harry Chapin Food Bank Staff Authorized Representative

Date

The Harry Chapin Food Bank of Southwest Florida, Inc. is an equal opportunity employer and provider.

Updated 7/7/16



Harry Chapin Food Bank

OF SOUTHWEST FLORIDA

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