

## PARTNER AGENCY MANUAL

FOOD Dank OF CENTRAL & EASTERN

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### Section 1: Introduction to the Food Bank

#### MISSION:

Nourish people. Build solutions. Empower communities.

#### **VISION:**

No one goes hungry.

#### **HISTORY:**

The Food Bank of Central & Eastern North Carolina, previously known as the Food Bank of North Carolina, Inc., (referred to as the Food Bank in this manual) a private, nonprofit organization, was formed in 1980. In its first year of existence, the Food Bank operated out of a 3,600 square foot building in Cary and distributed 100,000 pounds of food to 80 nonprofit agencies. We are currently housed in an 85,000 square foot central distribution center and serve more than 860 partner agencies. We distributed 82.3 million pounds of food during fiscal year 2018-2019. In addition to our Raleigh distribution center in Wake County, the Food Bank operates distribution centers in Craven, Durham, Moore, Pitt, and New Hanover Counties. The combined square footage of all distribution centers is more than 147,000 square feet.

#### **FEEDING AMERICA:**

The Food Bank is a member of Feeding America, the Nation's Food Bank Network. It is the largest domestic hunger relief organization. Through a network of more than 200 Food Banks, Feeding America distributes food to ore than 40 million people at risk of hunger. The network serves all 50 states, the District of Columbia, and Puerto Rico.

#### **FOOD SOURCES:**

Through Feeding America, the Food Bank receives donations from major manufacturers like General Mills, Inc., Kellogg Company, Kraft Foods, Inc., and ConAgra Foods. Feeding America also receives support from Target Corporation, Wal-Mart Stores, Inc., Food Lion, LLC and The Kroger Co. Local support comes from wholesalers, brokers, retailers, grocery stores, farmers and many others. The Food Bank promotes community food drives with schools, grocers, letter carriers and religious, civic and professional organizations, as well as many major corporations throughout the service area.

#### WHO WE SERVE:

The Food Bank serves as a food distributor for partner agencies that provide food to food-insecure people in 34 counties in Central and Eastern North Carolina. The counties are: Brunswick, Carteret, Chatham, Columbus, Craven, Duplin, Durham, Edgecombe, Franklin, Granville, Greene, Halifax, Harnett, Johnston, Jones, Lee, Lenoir, Moore, Nash, New Hanover, Onslow, Orange, Pamlico, Pender, Person, Pitt, Richmond, Sampson, Scotland, Vance, Wake, Warren, Wayne, and Wilson.

Emergency food pantries, soup kitchens, emergency shelters, elderly nutrition sites, group homes, after school programs, and day care centers provide the Food Bank the means to distribute food to people in need of food.

#### **WEBSITE:**

The public website is foodbankcenc.org. FoodLink, the agency intranet site, may be accessed by the link on the public site and logging in. Partner Agencies are expected to use this site to view Food Bank inventory, report monthly statistics, read the bimonthly agency newsletter, download forms, update contact information and to keep abreast of what is happening at the Food Bank and out in the field. This site is used for basic communication with the Food Bank.

### Section 2: Agency Partnership Agreement

- **1. Requirements:** The Agency agrees to abide by the policies, procedures, and record keeping requirements of the the Food Bank.
- 2. IRS Eligibility Requirements: The Agency represents and warrants that it meets the IRS eligibility requirements for the receipt, transfer, and use of donated products (food and non-food) under section 170(e)(3) of the Internal Revenue Code ("Code"), as stated below:

**A.501(c)(3) or Church/Religious Organization:** The Agency represents and warrants that it is (or is sponsored by) (i) a corporation which is an organization described in section 501(c)(3) of the Code which is exempt under section 501(a) of the Code and which is not a private foundation as defined in section 509(a) of the Code or (ii) a church or religious organization as defined by the Internal Revenue Service and, in either case, that the Agency (or its sponsor) satisfies all of the criteria below for the applicable type of eligible organization.

Agency (or its sponsor) must qualify as one of the following:

- Corporation described in section 501(c)(3) of the Code other than a private foundation If this box is selected, the Agency is required to submit, prior to Agency approval:
  - o A currently valid determination letter from the Internal Revenue Service verifying its status as an organization described in section 501(c)(3) of the Code which is exempt under section 501(a) of the Code and which is not a private foundation as defined in section 509(a) of the Code. The name of the corporation in the determination letter must match the name the Agency is known by in the community. If the Agency's name does not match the name of the corporation in the determination letter, the Agency is required to submit current (less than one year old) official and verifiable documentation indicating the Agency is the corporation named in the determination letter.
  - o If the Agency does not have its own determination letter (and is not covered by a group ruling or determination letter from the Internal Revenue Service) but is sponsored by a church, religious organization or corporation, which is an organization described in section 501(c)(3) of the Code other than a private foundation as defined in section 509(a) of the Code, then the Agency and its sponsor must complete and sign the Food Bank's Agency Sponsorship Agreement every two years, and the sponsor must provide a copy of its determination letter verifying the sponsor's status as an organization described in section 501(c)(3) of the Code which is exempt under section 501(a) of the Code and which is not a private foundation as defined in section 509(a) of the Code.
- Church or Religious Organization (as defined by the Internal Revenue Service) If this box is selected, the Agency is required to provide one of the following forms of documentation before Agency approval or anytime thereafter upon The Food Bank's request:
  - o Churches or religious organizations that are part of a larger body a copy of a current letter written on organizational letterhead stationary, from the governing body of the church or religious organization documenting the church's or religious organization's membership in the larger body. The governing body of the church or religious organization must also provide a copy of the group exemption letter from the Internal Revenue Service verifying the larger body of which the church or religious organization is a part is a church or religious organization described in section 501(c)(3) of the Code.
  - o Churches that are not part of a larger church body a completed copy of the The Food Bank's Documentation List for Independent Churches & Other Religious Organizations along with the supporting documents required by such form.
- **B. Purpose of Incorporation and Service:** The Agency represents and warrants it is organized to serve the ill, needy, or infants (minor children 0-18 years old) as defined in the Treasury Regulations corresponding to section 170(e)(3) of the Code. The Agency also represents and warrants it is not organized for a purpose unrelated to serving the ill, needy, or infants (such as publication of a non-profit periodical providing information to members).

### Section 2: Agency Partnership Agreement

- **C. Distribution without Charge:** The Agency agrees it will distribute the donated products (food and non-food items) obtained from The Food Bank free of charge (not in exchange for money, volunteer hours, services or other consideration).
- **D. Recipients of Distributed Products:** The Agency agrees it will only distribute donated products to persons who qualify as ill, needy, or infants (minor children 0-18 years old) as defined in section 170(e)(3) of the Code. The Agency also agrees it will not distribute donated products to persons who do not qualify as ill, needy, or infants as defined in section 170(e)(3) of the Code.
- **E. Use of Donated Products:** The Agency agrees it will not sell or use donated products in exchange for money, other property or services, including using donated products for the purpose of fundraising programs and events. The Agency also agrees it will comply with the restrictions on the use and transfer of donated property, as described in section 170(e)(3) of the Code and the corresponding Treasury Regulations, including section 1.170A-4A(b)(2) and (3).
- **F. Bartering, Selling and Fundraising Use Prohibited:** The Agency agrees it will not barter, sell or use any donated products obtained from The Food Bank for fundraising purposes.
- **3. Area of Distribution:** The Agency agrees it will only distribute products received from the Food Bank in the Food Bank's 34-county service territory (any exceptions to this must be cleared with the Food Bank). The Agency also agrees it will not distribute any products outside of the United States and Puerto Rico.
- **4. Record Keeping:** The Agency agrees to supply food directly to clients in the form of meals (regularly and at least once per week) or food boxes (at regularly scheduled hours at least two times each month if the Agency operates a food pantry). The Agency also agrees that it will supply food boxes at least one time per month if it operates a Mobile Food Pantry. The Agency also agrees that its schedule will be displayed publicly, so that the community is aware of its services.
- 5. Availability of Records: The Agency agrees to make its books and records, including but not limited to record tracking the receipt and distribution of products obtained from the Food Bank and financial record keeping books available upon request to the Internal Revenue Service, the North Carolina Department of Agriculture and the Food Bank, with or without notice.
- **6. Local, State and Federal Regulations:** The Agency agrees it will ensure the donated product conforms to any applicable provisions of the Federal Food Drug and Cosmetic Act (as amended), and any applicable regulations. The Agency also agrees it will handle products in conformity with all local, state and Federal regulations, and will maintain current licenses as required by local, state and Federal regulations.
- **7. Storage and Handling of Products:** The Agency agrees it will store, handle and distribute products consistent with the Federal Food, Drug and Cosmetic Act and any applicable regulations.
- **8. Food Safety:** The Agency agrees at least one staff person of the Agency will be trained in food safety from a food safety training course approved by The Food Bank. Approved trainings are The Food Bank Food Safety Training Workshops, ServSafe Certification, National Restaurant Association Certification, and Food Handlers Card, or other approved safety training curriculum. The Agency also agrees if it utilizes food provided by The Food Bank to make meals, the Agency's key food service program staff will receive ANSI certified manager-level food safety certification.
- 9. Donor Stipulations: The Agency agrees it will adhere to any donor stipulations placed on donated products.
- 10. "As Is" Condition: The Agency agrees it will accept all products received from the Food Bank in "as is" condition.
- **11. Shared Maintenance, Transportation and Value Added Processing Fees:** The Agency agrees to pay any applicable Shared Maintenance and/or handling fees (Value Added Processing, Delivery Charges, Transportation fees) charged by the Food Bank for the products received from the Food Bank.
- **12. Purchased Product:** The Agency agrees that if it should choose to purchase non-donated product from the Food Bank, it shall pay the Food Bank any extra charges and costs associated with that product.

### Section 2: Agency Partnership Agreement

- 13. Local Donations from Feeding America National Donors: If the Agency receives donations directly from a nationally affiliated Feeding America donor, such as Walmart, Food Lion, Sam's Club, etc. through the The Food Bank Retail Donation Program, the Agency agrees to abide by the specific procedures and record keeping requirements related to these donations.
- **14. Discrimination:** The Agency agrees that it will not engage in discrimination in the provision of service against any person because of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran.
- **15. On-Site Inspections:** The Agency agrees to allow representatives of The Food Bank, donors and government agencies to inspect and audit all facilities and vehicles where products received from The Food Bank are received, stored and distributed, with or without notice.
- **16. Authorized Agent:** The Agency agrees to have only an authorized agent(s) (i.e. shoppers) pick-up or receive products from The Food Bank. The Agency also agrees to make known to The Food Bank a list of authorized agents and contact The Food Bank when a change is made to that list. All new shoppers must attend a Food Bank new shopper orientation session. Shoppers for new agencies must attend a new agency orientation session prior to agency status being granted.
- **17.** Access to One Feeding America Member Food Bank: The Agency agrees it will only receive food from The Food Bank and no other Feeding America Member Food Bank.
- **18. Liability Release Form:** The Agency agrees to execute and submit to The Food Bank the the Food Bank's Liability Release for Donated Food Bank Product form, and any other liability release forms that The Food Bank may require at any time.
- 19. Active/Inactive Agency Designation: The Agency agrees it will obtain products from the Food Bank at least every three months to be deemed an active Agency. If the Agency becomes inactive, then the Agency will not be allowed to obtain products from the Food Bank. If the Agency becomes inactive, the Agency agrees it will complete the agency application process again, prior to being reinstated as an active Agency allowed to obtain products from The Food Bank.
- **20. Termination of Agency Agreement:** The Agency or the Food Bank can terminate this agreement, with or without cause, at any time.
- 21. Multiple Locations and Sub-distribution: The Agency agrees it will only receive and store product from the Food Bank at multiple locations if such locations (i) individually meet the requirements of this Agreement, (ii) have been inspected by the Food Bank, and (iii) are approved by the Food Bank prior to receiving and distributing food. The Agency is not allowed to sub-distribute donated product to any organization, agency, partner, or entity other than a qualifying client or approved The Food Bank Partner Agency (and only if the donated product is in excess of what the Agency can distribute through its normal channels).
- **22.** The Food Bank Agency Policy Manual: The Agency agrees it has received and will abide by the rules, regulations and guidelines at all times set forth by the the Food Bank Agency Policy Manual.

### Section 3: Types of Programs Eligible for Partnership

**Food Pantry:** An emergency food distribution program that provides bags of groceries on a regular schedule to people in need of emergency food. Food is consumed off-site.

**Soup Kitchen:** An agency that serves emergency meals to clients on-site and on regularly scheduled days and hours.

**Shelter:** An agency that provides on-site meals in addition to emergency housing and other services (e.g. homeless shelter or domestic violence shelter).

**Group Home/Rehabilitation Facility:** On-site programs specializing in a specific area regarding client needs. Examples are substance abuse recovery houses, homes for people with mental disabilities and facilities for troubled youth. Clients live on-site.

**Day Care:** A facility that provides childcare during the day for children younger than school age. Meals and snacks are served on-site and at regularly scheduled hours.

**Sheltered Workshop:** An agency that provides work/vocational rehabilitation opportunities to developmentally and physically disabled people.

**After School Program:** A program that provides services to school-age children (tutoring and other enrichment programs) after school hours. Summer programs are included in this category.

Backpack Program: A program that provides food to children to take home to consume during the weekend.

**Elderly Nutrition:** Any program that provides services on-site for the elderly where meals or snacks are served. This includes councils on aging, congregate meal sites and adult day care centers.

**Kids Meals & More Programs:** These programs include Kids Cafe, Weekend Power Pack, School Pantry and Kids Summer Meals programs. They are described in Section 14 of the manual.

**Other:** Agencies do not meet any of the above criteria Whether these agencies become Food Bank partners is determined on a case-by-case basis according to the guidelines set forth by Feeding America and the Food Bank.

**Note:** The Food Bank does not serve foster parent associations, private schools or religious academies.

# Section 4: Disclaimer of Warranties and Limitation of Liability

The Food Bank provides its agencies food and other grocery products on an "as is" basis and **does not make any express or implied warranties** of the food or grocery products that it distributes.

Partner agencies affirm (by signing a liability release form) that the original donor, the Food Bank of Central & Eastern North Carolina, and Feeding America:

- 1. Are released by the Agency from any liabilities resulting from the donated Product.
- 2. Are held harmless from any claims or obligations in regard to the Agency or the donated Product.
- 3. Offer no express warranties in relation to the Product.

### Section 5: Client Rights & Agency Availability

#### A. Notice to the Public of Availability

- 1. Partner agencies that provide emergency services to the community must have signage to notify clients of its days and hours of operation. Signage must be placed in a visible location on the outside of the building.
- 2. If a scheduled distribution must be changed, the agency should notify the public via visible signage on the outside of the building and on the outgoing message of its voicemail box/answering machine.

#### B. Client Rules and Client's Rights

- 1. Any rules or regulations clients must adhere to must be in the form of a written policy to avoid discrimination or inconsistencies in how clients are treated. These policies should be approved by the agency's Board of Directors or other leadership body.
- 2. Partner agencies should post rules or expectations that they have of food recipients. They also should post what the food recipients should expect from the agency.
- 3. Food recipients must not be discriminated against. Any agency found in violation of this policy will be terminated as a Food Bank partner agency.
- 4. All complaints made by clients against a partner agency will be investigated within 30 days. The Food Bank will communicate the results of an investigation to the partner agency upon its conclusion. If the investigation determines disciplinary action is warranted, it may also include termination of partnership.

### Section 6: Record Keeping Requirements

#### A. Documentation of Product Usage

- 1. All partner agencies are required by the IRS to keep books and records which accurately reflect the total amount of product received and distributed (or used).
- 2. Partner agencies must outline procedures used to determine the final recipient of donated product is ill, needy or an infant (i.e. a minor child).

#### **B. Food Pantries**

- 1. Food Pantries must keep records including the names, addresses, phone numbers and the number of people in each client family served. These can be kept on index cards, in computer databases, in individual client files or in any other organized system. Records must be legible. Records must be kept on file for at least two years.
- 2. Food pantries that distribute The Emergency Food Assistance Program (TEFAP) commodities received from the Food Bank must keep separate TEFAP records. These records include a TEFAP Eligibility Form, TEFAP Monthly Report, TEFAP Loss Report and Food Storage Temperature Chart. TEFAP records must be kept on file for at least five years. TEFAP is explained in further detail in Section 14. Sample TEFAP forms are in the appendix.
- 3. Partner agencies that distribute Federal foods through the Commodities Supplemental Food Program (CSFP) must keep separate records for that program. These records include the CSFP Application (for recipients), CSFP Receipt of Foods, CSFP Food Storage Temperature Chart and CSFP Memorandum of Understanding. Details about CSFP are explained in Section 14 of the manual. Forms are included in the appendix.

#### C. On-Site Agencies

- 1. All agencies serving meals and snacks on-site must record the number of meals and snacks served each month.
- 2. It is helpful, but not required, for soup kitchens to have meal recipients sign in before eating.

### Section 6: Record Keeping Requirements

#### D. Monthly Reporting

- 1. In addition to the aforementioned record keeping requirements, all agencies must complete the appropriate monthly reports for their program type(s). Most partner agencies will submit a "Partner Agency Monthly Report" to the Food Bank. This monthly report should include the total number of households and individuals served for food pantry programs and meals/snacks served by on-site agencies. Agencies that receive food through TEFAP or CSFP must complete a "TEFAP Monthly Report" or "CSFP Monthly Report" respectively. Kids Cafe and Weekend Power Pack programs must complete reports specific to their programs. Agencies that receive food through the Retail Donation Program, must submit a retail donation report each month.
- 2. Monthly reports may be completed online via FoodLink. All reports, excluding Kids Cafe, School Pantry and Weekend Power Pack monthly reports may be mailed or faxed in as well. Agencies should srtive to complete all monthly reporting on FoodLink as it is the most efficient method.
- 3. Agencies that do not submit Partner Agency, Kids Cafe, Weekend Power Pack, School Pantry or TEFAP Monthly Reports in a timely manner will have their shopping privileges suspended until the reports are received. Agencies that repeatedly do not submit Retail Donation Program Reports will be removed from the corresponding retail donation program.

Please note that agencies that repeatedly fail to submit monthly reports may have their Food Bank partnerships terminated. All monthly reports are due on the 1st of the month. (e.g. January's report is due February 1) Reports not received by the 5th of the month will result in suspension and loss of shopping privileges.

#### E. Social Security Numbers

- 1. The Food Bank prohibits any partner agency from using Social Security numbers (SSN) as a screening tool. We have taken this stance for two reasons: 1) The risk of identity theft far outweighs any benefit of using a SSN to identify clients and to verify how many are in the household. 2) The process of using a SSN to screen/identify clients may be discriminatory since some individuals (e.g. people who are homeless) may not have a SSN or a Social Security card.
- 2. Partner agencies are encouraged to use other processes when doing client intake and screening. Some agencies assign a unique identifier to each client or client household. Others may require proof of address via utility bills.
- 3. Agencies using SSNs to screen clients will be terminated as Food Bank partner agencies.

#### F. Invoices

- 1. Partner agencies are provided an itemized invoice after Food Bank shopping trips. Please check this invoice for accuracy before you leave the branch. Once the invoice is signed, the agency agrees it has received the product listed on the invoice. After leaving the Food Bank, nothing may be added to or deleted from your invoice.
- 2. All agencies must keep Food Bank invoices on file for at least two years. "Please note that TEFAP agencies must keep invoices on file for five years." Food Bank representatives will ask to see these invoices when conducting site visits.
- 3. Invoices should be signed at the Food Bank and co-signed by another staff member/volunteer upon return to the agency.

#### G. Surveys

Agencies are expected to respond to periodic Food Bank surveys in a timely manner. Some of these surveys are meant to gather up-to-date information on each partner agency while others help determine the quality of service provided by the Food Bank and better serve agency needs.

### Section 7: Site Visits with Food Bank Partner Agencies

#### A. Site Visits: purposes, frequency and process

- 1. Feeding America's assurances to its donors that food bank partner agencies are certified and are visited regularly by food bank staff has contributed to its growth and credibility as a network. The site visit demonstrates accountability, and that national manufacturers and grocers ask for in return for their contributions of food and non-food essentials.
- 2. Each Food Bank partner agency will be visited by a Food Bank representative (staff or trained volunteers) a minimum of once every 18 months. If possible, a Partner Services & Public Policy (PSPP) representative will visit each agency once per year. Agencies that need to improve program implementation, record keeping or storage may be visited more often until conditions are improved. Site visits serve other purposes in addition to meeting Food Bank, IRS and Feeding America requirements.
  - i. Site visits give agencies an opportunity to share concerns they may have about services the Food Bank provides.
  - ii. Site visits are used to share information on new Food Bank programs and about other local partner agencies.
  - iii. Site visits also give an agency a chance to show the good work it is doing in its community.
- 3. A PSPP representative (staff or volunteer) will call the agency, send a letter or send an e-mail message to inform the agency contact that a visit needs to be scheduled. (Note: Please afford Food Bank volunteer monitors the same courtesy and respect given to Food Bank staff members. If you are unsure if a person is actually representing the Food Bank as a volunteer monitor, please contact the outreach coordinator at your branch).
  - i. If the contact is reached by phone, a convenient time is set up for the visit. The Food Bank representative will explain the site visit process to the agency contact.
  - ii. When the Food Bank representative sends a letter or e-mail message, it will include a proposed date for the visit. The agency contact must call the Food Bank to schedule a time to meet. Please do not assume that a site visit has been set up without confirming a time and date with Food Bank staff/volunteer.
  - iii. Please note that agencies are generally notified about site visits, but they may be unannounced as needed. Unannounced visits are usually conducted when an agency is difficult to reach or there is evidence there are compliance issues.

#### B. What to expect during a site visit

- 1. The Food Bank representative will discuss agency operations.
  - i. Information is requested regarding the way the agency runs, who it serves, its service area, hours of operation, the number of people or meals served, the agency's referral system, how it's funded, its food sources, volunteer training and retention, and succession planning (this list is not all-inclusive).
  - ii. The Food Bank representative also will discuss how the Food Bank fits into the agency plan. They also will find out what resources the agency needs to build its capacity to serve the community.
- 2. Storage and food preparation areas will be inspected to verify they meet Food Bank specifications (see Section 8).
- 3. Records such as invoices, The Emergency Food Assistance Program (TEFAP) forms, and pantry distribution forms will be checked (see Section 6 for record keeping requirements).
- 4. The Food Bank representative will want to know how Food Bank services to the agency can be improved and will review Food Bank programs that might be of interest to the agency.
- 5. Notify the representative if any information about your agency has changed contacts, shoppers, hours of operation, phone numbers, mailing addresses, e-mail addresses, etc.

### Section 7: Site Visits with Food Bank Partner Agencies

#### C. If the Food Bank representative finds something that needs improvement during the visit

- 1. If a storage, record keeping or other violation is minor, the Food Bank representative will suggest how the agency can correct the situation.
  - i. A representative from the PSPP department will notify the agency contact in writing if it's determined there should be follow-up. The staff person will give the agency a window of opportunity to correct the violation(s). At this point, the agency might be placed on probation. (See Section 17 for specific information about the agency probation, suspension and termination policy).
  - ii. An PSPP staff person may conduct a follow-up visit to determine if the problem has been corrected. If the problem has been corrected, the agency's status will be returned to "active." If not, the agency may be suspended or terminated.
- 2. Major storage, record keeping or other violations may result in immediate suspension or termination by the PSPP staff person with approval of the Vice President of the PSPP department.
  - i. The agency will be notified in writing, no later than one week after the site visit, of any action to be taken by the Food Bank.
  - ii. The Vice President of PSPP will be notified when an agency is suspended or terminated. The President/CEO will be notified when a partner agency is terminated.

#### D. Limited Nature of Site Visits

The site visit is primarily conducted to ensure partner agencies are in compliance with Food Bank rules and regulations and to satisfy the Food Bank's contractual responsibilities to Feeding America. It is not intended to be a substitute for the agency's internal controls or supervision.

### Section 8: Storing & Handling of Product

#### A. Dry Storage

- 1. Agencies must be able to store food at least six inches off the floor and away from the walls of the storage area. Acceptable storage includes metal and wooden shelving (metal is preferred since it's easier to clean), cabinet space and wooden pallets. The storage area should be secured (locked) to limit access to authorized personnel in emergency food pantries, soup kitchens and homeless shelters. This can be accomplished by locking the storage room or padlocking cabinet or refrigerator space.
- 2. If food is stored in an outdoor facility (storage shed), it should be cooled during warmer months to protect product integrity. Storage of food items at temperatures near 70 degrees Fahrenheit leads to longer shelf life than storage at higher temperatures.
- 3. There must be no signs of pest infestation in the storage area.

#### B. Refrigerated & Frozen Storage

- 1. Refrigerators and freezers must be clean and in working order.
- 2. Preferably, Food Bank product should be stored in a refrigerator or freezer designated solely for that purpose. If this cannot be done, Food Bank product must be marked as such or certain areas of the cold storage designated for Food Bank product only. Personal items may not be co-mingled with Food Bank product at any time.
- 3. Temperatures must be monitored with refrigerator/freezer thermometers to ensure equipment is cooling properly. These thermometers may be purchased inexpensively at hardware stores and other retailers. Refrigerator temperatures must be at 39°F or colder and freezers must be at 0°F or colder. Temperatures should be monitored at least once per week unless the agency distributes TEFAP commodities. TEFAP recipient agencies must check and record temperatures every day of the week when TEFAP product is on hand.

### Section 8: Storing & Handling of Product

4. There must be no signs of pest infestation in the storage area.

#### C. On-site programs (except for residential facilities)

- 1. Facilities must have three sinks one each for washing, rinsing and sanitizing dishes or a dishwasher. If this is not possible, the agency must use paper and plastic plates and utensils for serving food.
- 2. There must be no signs of pest infestation in the storage area.

#### D. General Rules for All Types of Storage

- 1. Food may not be stored at a private residence or in a storage facility or building that is on an individual's personal property. All food storage must be either at the agency's facility or in a designated off-site storage area (Not a mini-storage unit).
- 2. All cleaning items and chemicals must be stored separately from food products to prevent contamination. Chemicals and cleaning items may never be stored above or on the same shelf as food items.
- 3. Partner agencies must have the agency facility serviced by a licensed pest control operator at least once every six months. Monthly service is recommended. Records of service must be made available during monitoring visits. Serious pest infestations will result in suspension of shopping privileges until pests are eliminated.

#### E. Corrective Action for Storage Violations

- 1. If a partner agency has evidence of pests and/or the cleanliness and sanitation of the area(s) is lacking, the agency will lose shopping privileges until the storage area meets Food Bank requirements.
- 2. When there is evidence of pest activity in the storage area(s), the partner agency will be required to have a licensed pest control operator service the facility within one week of a Food Bank site visit, and the agency's shopping privileges will be suspended. The agency must provide the Food Bank with a copy of the invoice from the pest control operator. Once the invoice is received, a Food Bank staff member will revisit the partner agency to ensure that pests have been eliminated from the facility. If the staff member finds that the storage area is pest free, the agency's shopping privileges will be reinstated. If there is still evidence of pests present, the agency will remain suspended or will be terminated.

#### F. Transport of Refrigerated and Frozen Food Bank Products

- 1. Refrigerated and frozen food items must be transported in coolers with ice or cold packs to prevent thawing or spoilage.
- 2. Another option is to cover refrigerated and frozen items with a freezer blanket. The freezer blanket will keep your cold items at safe temperatures if used properly. You can purchase freezer blankets at your local Food Bank branch.
- 3. Agencies also may use a refrigerated vehicle to transport cold items.
- 4. Agencies must use one of the above methods to transport refrigerated and frozen foods year round.

### Section 9: Unauthorized Use of Food Bank Product

Food Bank product is donated for the sole purpose of feeding the needy, ill or infants (defined by the IRS as children younger than 18) according to guidelines set forth by the Internal Revenue Service and Feeding America. Using Food Bank product in an unauthorized manner will result in suspension or termination of Food Bank shopping privileges.

- A. Religious organizations may not use Food Bank product for any religious functions, including, but not limited to church dinners, Sunday school classes or vacation Bible schools.
- B. Food Bank product may not be consumed or used by the agency's program staff unless the following conditions are met
  - 1. Program staff in group home, shelter, soup kitchen or other on-site agencies may consume Food Bank product when client meals and/or snacks are served. Primary service must be to clients. At least 70% of the recipients of the meals/snacks must be clients.
  - 2. If a program staff member has a legitimate need because of an emergency situation, a pantry program may provide groceries. This distribution of food must be documented on agency and/or Food Bank record keeping forms. Distribution of food to staff or volunteers should not be conducted on a routine basis.
- C. Food Bank products may not be used for the purpose of fundraising either as prepared food (such as spaghetti dinners or bake sales) or as "prizes."
- D. Partner Agencies may distribute donated product obtained from or enabled by (e.g. Retail Donation Program) the Food Bank of Central & Eastern North Carolina (The Food Bank) to other approved agencies if the following conditions are met
  - 1. The product being sub-distributed is in excess to the normal distribution of the partner agency, needs to be distributed to maintain quality, or be distributed while it is safe for human consumption.
  - 2. Product can only be sub-distributed to approved partner agencies, partner agency programs or The Food Bank programs that are in good standing.
  - 3. Product may only be re-distributed one time.
  - 4. All sub-distributions must be tracked by the sub-distributing agency to facilitate trace and recall procedures; and
  - 5. No fees can be charged in relation to sub-distributions (e.g. handling fees, transfer, referral, delivery or other fees).
- E. Agency "volunteers" may not receive food in exchange for their service.
  - 1. Volunteers should NEVER receive food as a "thank you" for their service. If volunteers are legitimately in need, they may receive food, but they may not receive food in a different manner from other food recipients (i.e. they may not receive preferential treatment). They also may not "cherry pick" product or set it aside before distribution to other food recipients. If volunteers need food assistance, it is preferred that they receive assistance on a day they are not volunteering with the agency.
  - 2. If the Food Bank receives repeated negative reports concerning agency volunteers and the receipt of food or other items, the agency may be required to refrain from serving volunteers at all in order to maintain the partnership.

### Section 10: Religious Proselytizing

- A. Agencies will not discriminate against clients on the basis of religious preference or status.
- B. Partner agencies will not require clients to pray, worship, receive religious messages, or attend religious services as a condition of receiving food. Partner agencies are welcome to invite clients to participate in religious services, but must not tie those services to the food distribution process. If a food recipient does not wish to participate, their decision must be respected.
- C. Exceptions to this are programs in which clients voluntarily reside at an agency in which religion is a part of its stated mission (e.g. rescue missions).

### Section 11: Voluntary Contributions from Food Recipients

Partner agencies will not actively request food recipients to provide "donations" or in any way infer donations are required to receive food. Since this act might be construed as payment for food. If an agency does receive donations from food recipients, it must be done as explained below or the agency risks suspension of shopping privileges or termination as a Food Bank partner agency.

A. Agencies may set up donation canisters, jars or boxes, located in places where donations can be made in a completely anonymous way. Donation canisters, jars or boxes cannot be placed in areas where agency staff/volunteers know which food recipients are donating and which are not (e.g. waiting areas, at the main desk, intake areas).

B. Agencies may not charge any fees for food boxes, transportation of food, etc. to clients to cover operating expenses. Partner agencies also will not post or communicate "suggested donation" amounts to food recipients or strongly encourage clients to donate. Agencies that charge fees to food recipients or violate the "Voluntary Contributions from Food Recipients" section of the policy manual will be terminated from the Food Bank and lose all shopping privileges.

### Section 12: Communicating Changes in Programs & Personnel

- A. Please notify the Food Bank of any operational changes in your program that may affect your shopping volume or frequency. These types of changes include changes in days and hours of service, additions or terminations of programs and additions of facilities. Please note the programs that your agency offers may not qualify to utilize Food Bank product.
- B. Always report changes in authorized shoppers or contacts. This ensures mailings are directed to the appropriate staff members, and only authorized people are allowed to shop for your agency.
- C. Please notify the branch's outreach coordinator concerning address, phone number and e-mail address changes. These types of updates are necessary to reach agency contacts, mail correspondence or refer clients for services (if appropriate).
- D. The agency director, program coordinator or religious organization leadership (pastor, rabbi, etc.) should submit any changes in writing on agency letterhead. Changes in shoppers also may be made using the "New Shopper Authorization Form" found in the appendix.

### **Section 13: Mandatory Training**

The Food Bank strives to be a good steward of the foods and non-food items donated. In order to be good stewards, the Food Bank must ensure that partner agencies follow the rules and guidelines established to ensure donated products and foods provided via government programs are used properly. To this end, the Food Bank occasionally provides mandatory training.

#### A. Food Safety Training

Partner agencies must attend a Food Safety Training session coordinated by the Food Bank or take an online food safety training course at least once every two years. If the agency can provide documentation verifying a representative is certified in "food safety" from an accredited group, the agency will be exempt from the training until the certification expires. Agencies that fail to attend food safety training may have shopping privileges suspended, or lose access to perishable items.

Agencies that prepare meals must have at least one staff member/volunteer take a manager-level food safety training course certified by the American National Standards Institute (ANSI), and receive certification.

#### **B. Retail Donation Program Training**

This training session covers areas such as items that may be donated, record keeping requirements, good customer service and identification cards for participants. Agencies that do not attend this training will be removed from the program.

#### C. The Emergency Food Assistance Program (TEFAP)/Civil Rights Training

TEFAP recipient agencies must attend training sessions to ensure they receive information that will keep them in compliance with the program. The training sessions cover record keeping, storage of products, non-discrimination, civil rights, proper signage, allocations of product, etc. Agencies that do not attend will be removed from the program.

#### D. Kids Summer Meals Program

Agencies interested in becoming Kids Summer Meals Program sites must attend a mandatory training session before they are allowed to become host sites. These training sessions cover topics including meal pattern requirements, civil rights, classification of sites, types of food offered and record keeping requirements.

#### E. Child and Adult Care Food Program (CACFP)

Agencies that participate in this program must attend a mandatory reporting, record keeping and civil rights training session before they may participate in the program and on an annual basis thereafter. Agencies that do not attend this training will not be able to participate in CACFP.

#### F. Commodities Supplemental Food Program (CFSP)

Agencies interested in becoming CSFP sites must attend a mandatory CFSP training session and civil rights training before they may participate in the program and on an annual basis thereafter.

#### A. The Emergency Food Assistance Program (TEFAP)

Please Note: Participation is limited to emergency food pantries.

- 1. Traditionally, TEFAP was a mass distribution program where government commodities were given to qualifying households once each quarter. The six Feeding America Food Banks in North Carolina worked with the North Carolina Department of Agriculture in 1997 to restructure the state plan for TEFAP distribution. In October 1997, the Food Banks began distributing these commodities to emergency food pantries in counties that either no longer administered the program or wanted to turn administration of the program over to the Food Banks.
- 2. Commodities may be distributed to families that fall at or below 200% of the federal poverty level (see appendix)
- 3. Counties currently eligible to receive TEFAP from the The Food Bank are: Carteret, Chatham, Columbus, Craven, Duplin, Durham, Edgecombe, Franklin, Granville, Greene, Halifax, Harnett, Johnston, Jones, Lee, Lenoir, Moore, Nash, New Hanover, Onslow, Orange, Pamlico, Pender, Person, Pitt, Richmond, Scotland, Vance, Wake and Wayne.
- 4. Types of commodities available vary each quarter and include the following food categories: canned meats, canned vegetables, canned fruits, boxed goods, peanut butter, and refrigerated/frozen product.
- 5. TEFAP foods may be given to clients during the same distribution, but must be packaged separately from donated food.
- 6. There is no shared maintenance fee on TEFAP commodities.
- 7. The Food Bank allocates TEFAP commodities by county based on the county's allocation (set by the North Carolina Department of Agriculture). The distribution of a county's allocation to agencies within that county is within the discretion of the Food Bank, and an agency's share of that distribution may vary from time to time.
- 8. The Food Bank may limit the number of agencies participating in TEFAP counties where there are several pantries receiving commodities already. Agency allocations decrease as new agencies are added to the program as each county is allocated only a certain amount of product. Please contact an Outreach Coordinator at your Food Bank branch to register for TEFAP.
- 9. For more specific information on record keeping and other TEFAP requirements see appendix B.

#### B. Commodities Supplemental Food Program (CSFP)

- 1. CSFP is administered at the Federal level by the Food and Nutrition Service, an agency of the U.S. Department of Agriculture.
- 2. USDA purchases food and makes it available to CSFP State Agencies, along with funds for administrative costs. State agencies that administer CSFP are typically departments of health, social services, education, or agriculture. In North Carolina, the North Carolina Department of Agriculture (NCDA) administers the program. NCDA stores the food and currently distributes it to food banks in the state.
- 3. The Food Bank partners with other local agencies to determine the eligibility of applicants, distribute the food, and provide nutrition education. Local agencies also provide referrals to other nutrition safety net, and health care programs such as the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), the Supplemental Nutrition Assistance Program (SNAP), Medicaid, and Medicare.
- 4. The population served by CSFP in North Carolina is low-income elderly people who are at least 60 years of age and are at or below 130 percent of the Federal Poverty Guideline.
- 5. Food packages include a variety of foods, such as nonfat dry and ultra-high temperature fluid milk, juice, farina, oats, ready-to-eat cereal, rice, pasta, peanut butter, dry beans, canned meat, poultry, or fish, and canned fruits and vegetables.
- 6. As of this update of the Agency Policy Manual, The Food Bank distributes CSFP commodities in 14 of its 34 counties.

#### C. State Appropriated Monies Food Program (S.A.M.)

- 1. The North Carolina General Assembly created S.A.M. (formerly known as the State Nutrition Assistance Program or SNAP) in 1996 to help Food Banks throughout the state purchase nutritious staple foods. The General Assembly must appropriate funding for the program each year as part of the state budget.
- 2. S.A.M. food are available to emergency food programs (soup kitchens, food pantries and emergency shelters). There is no shared maintenance fee attached to these foods, and no additional paperwork is required.
- 3. S.A.M. food is allocated based on the poundage an agency receives from the Food Bank in a given time period.
- 4. S.A.M. eligible agencies are notified via e-mail when the S.A.M. foods are available. An agency can pick up its S.A.M. allocation when it shops at a Food Bank warehouse (it will be distributed by Food Bank employees since S.A.M. commodities are not on the shopping line), or it can be delivered to one of the Food Bank's rural delivery sites. S.A.M. is generally available for pickup for four weeks.
- 5. S.A.M. foods have included staple foods such as peanut butter, rice, canned fruits and vegetables, juices and canned meats.
- 6. For more specific information about S.A.M. please contact an outreach coordinator at your Food Bank branch.

#### D. Value Added Product (VAP)

Value Added Products are items that have "added value" because they have been repackaged or processed by another food bank or company. When the Food Bank receives VAP it must pay a handling fee for that product. To recover some of our costs, we pass on that fee to partner agencies, so the product may have a shared maintenance fee of more than \$.19 per pound. Some past VAP items include laundry detergent, diapers and salmon.

#### E. Purchase Program

- 1. The Food Bank purchases items from wholesalers and makes these products available to partner agencies at reasonable prices. Items such as rice, spaghetti sauce, diapers and laundry detergent have been offered through this program.
- 2. Purchase program items may be ordered at your branch or through the rural delivery program.
- 3. Please note that sales tax is added on purchase program items (organizations may be eligible for sales tax refund).

#### F. Kids Cafe

- 1. The Kids Cafe program is one of the Nation's largest charitable meal service programs, providing free and prepared food and nutrition education to hungry children. It is a comprehensive approach to ending childhood hunger through after-school programs initiated by Feeding America and administered locally by the Food Bank of Central & Eastern North Carolina and other food banks for children ages 15 and under. One of the primary strengths to the program is its flexibility. The primary reason for this approach is that poverty and hunger manifests differently in different communities thus requiring a community-based approach to solving the childhood hunger dilemma.
- 2. The Food Bank's Kids Cafe programs each have the following core components to engage not only the children in the program but also their parents: academic enrichment, mentoring, nutrition education, nutritious meals, physical activity and parental empowerment. The Food Bank has established the following goals and objectives for our Kids Cafe programs: children participating in the Kids Cafe program will successfully prepare appropriate meals for themselves with minimal supervision; children will demonstrate appropriate social interaction; and teachers will report higher success rates academically.

- 3. Each Kids Cafe site is operated in partnership with a respected community agency in order to not only provide the attention and accountability needed to ensure quality programs, but also to ensure the sites are designed for the needs of the local communities. The Food Bank of Central & Eastern North Carolina oversees and coordinates the Kids Cafe program bringing community partners together, ensuring volunteers are trained, supplying food for nutritious meals and assisting in the planning and execution of educational, nutrition, and enrichment programs.
- 4. Some of the The Food Bank's Kids Cafe sites are funded through the Child and Adult Care Food Program (CACFP). CACFP is a federally funded program that provides aid to child and adult care centers and family or group day care homes. CACFP reimburses the The Food Bank for the administration of the program for some of its Kids Cafe sites. The sites must manage paperwork for the program and meet meal pattern requirements to ensure children receive nutritious foods that contribute to their growth and development.

#### G. Weekend Power Pack Program

- 1. The Weekend Power Pack Program is intended to meet the nutritional needs of children and their families during non-school hours, specifically weekends. It targets children who would benefit from better access to nutritious meals. The Weekend Power Pack Program is an additional component of the Food Bank's mission of ending hunger in its 34-county service area.
- 2. Once a week (some programs operate every other week) kids are given special bags filled with non-perishable food that can be used to meet their weekend nutritional needs. Some of the programs also provide fresh fruit. A typical pack, depending upon the Food Bank's inventory, will contain: Grain: graham and/or animal crackers, light popcorn, whole grain cereal/granola bars, individual cereal boxes; Protein: spaghetti & meatballs, ravioli, beefaroni, lasagna; Fruit: canned fruit/fruit cups in light syrup, dried fruit, applesauce, 100% Juice; Dairy: shelf stable 1% Milk, fat-free, sugar-free pudding cups, 100% juice, etc.
- 3. The packs of food are assembled by volunteers recruited by both the Food Bank and program partner and are delivered to the school partner each week. They average about 10 items and weigh 5 to 8 pounds, depending on contents. Normally, the packs are distributed on Thursday or Friday, with kids required to return them on Monday.
- 4. Agencies interested in partnering with the Food Bank as a Weekend Power Pack site must be non-profit or have a non-profit sponsor and be a current Food Bank partner agency or able to attain partnership status. In addition, interested agencies must serve children they believe would benefit from the weekend assistance and must have a direct partnership with a local school or schools. Potential partners could be Parent Teacher Associations, schools with non-profit sponsors, such as churches, community centers in low-wealth communities, etc.

#### H. School Pantry Program

- 1. The Food Bank's School Pantry Program is a partnership with local schools that allows food insecure children and their families to receive food assistance on or around school grounds. These pantries are located in a familiar location, making pick-up easy and convenient for students and working parents.
- 2. When visiting a school pantry, families receive enough food for about 20-25 meals, with food items such as soup, brown rice, oatmeal, peanut butter, juice, canned vegetables, and fresh produce when available. They also often receive nutrition education materials including healthy recipes and nutrition tips.
- 3. This program is the newest of our Kids Meals & More child nutrition programs. We believe its innovative approach will not only provide children with more nutritious meals while out of school, but it will also assist the entire family.

#### I. Kids Summer Meals Program

1. As a component of the Food Bank's vision to ensure that "No one goes hungry." We provide information

to our partner agencies on programs and services that may be beneficial to not only local agencies but most importantly to the clients served. One such resource is the Kids Summer Meals Program. It is never too early to start thinking about what will happen to children once school is out and they no longer have access to the nutritious breakfast and lunch served during the school year. The Kids Summer Meals Program was created to ensure children in low-wealth communities could continue to receive nutritious meals during long school vacations.

North Carolina is one of 26 states included in the new program, Simplified Summer Food Program, which makes it easier for schools, local government agencies and private non-profit organizations to feed children during the summer by eliminating accounting requirements and ensureing that all sponsors receive the maximum federal reimbursement. The program provides reimbursement for meals served to children at sites throughout the community, such as schools, summer programs, parks, swimming pools, churches, apartment complexes and anywhere children congregate. Most sites can serve up to two meals per day, and camps and sites serving predominately migrant children are eligible to provide up to three meals per day.

2. To qualify for the program, a site must be located in a low-income area, where 50 percent or more of the children in the area are eligible for free or reduced-price school meals or must serve primarily low-income children, (i.e. at least half the children enrolled in the program must be eligible for free or reduced-price school meals.)

Community and faith-based organizations, schools, government agencies and other types of organizations can participate in the Kids Summer Meals Program in two primary ways: becoming a sponsor or hosting a site. If your hosting organization already provides services to the community and has capable staff and good management practices to run a food service, you can administer the Kids Summer Meals Program. As a sponsor, you will:

- Attend Application Training for KSMP
- Hire, train and supervise staff
- Arrange for meals to be prepared or delivered
- Monitor your sites
- Prepare Claims for reimbursement
- 3. Agencies interested in sponsoring the Program must complete a registration form and return it at least TEN days before the scheduled training dates. Registration for the training is on a first come, first serve basis and will be confirmed. Agencies must contact the Department of Public Instruction (DPI) and submit a pre-qualifying document (set by the DPI), before being invited to apply for sponsorship status.

The objectives for the training are that each potential sponsor will be able to 1) understand the Simplified Summer Food Program; 2) accurately complete the application process according to Kids Summer Meals Program regulations; 3) efficiently and effectively operate the Kids Summer Meals Program; and 4) utilize the NC CARES on-line system administered by DPI, systems for the application and claims process.

Some organizations do not have the financial or administrative ability to run the program as a sponsor, however they can supervise a food service for children, along with recreational or enrichment activities, at a site. Site supervision requires:

- Attend sponsor training
- Supervise activities and meal service at thesite
- Distribute meals by following KSMP guidelines
- Keep daily records of meals served
- Store food appropriately
- Keep the site clean and sanitary

Any agency interested in serving as a site and needs information on current, local sponsors of the program, please contact the Food Bank's Director of Programs or Kids Summer Meals Supervisor. Benefits of participating in the program, whether as a sponsor or a site, include attracting children to supervised activities that are safe, fun and filled with learning opportunities; children benefit nutritionally by receiving complete, wholesome meals; and parents benefit from assistance in stretching their food dollars.

#### J. Retail Donation Program

- The Retail Donation Program is a partnership between the The Food Bank and both national retailers through Feeding America (the nation's leading domestic hunger-relief charity) and regional retailers established through local partnerships. Through these partnerships, food and other essentials are donated to the Food Bank and some of the partner agencies that it serves. Only Feeding America member Food Banks and their partner agencies may receive donations from these retail partners.
- Not all partner agencies are able to pick up from retail stores since there are more partner agencies than stores available. Agencies will be assigned to stores by the Food Bank. Priority will be given to agencies who are in good standing with the Food Bank (i.e. financially, reporting, attendance at mandatory meetings, shopping, etc.).
- An agency's assignment to a retail store is not guaranteed to be permanent. If an agency violates Food Bank rules and regulations or the agency does not follow the guidelines of the Retail Donation Program, its assignment to the store(s) may be ended. The Food Bank reserves the right to reassign stores to ensure more equitable distribution as well.

#### 1. Program Requirements:

- Complete and return the Retail Monthly Donation Report to the Food Bank by the 5th of the following month (e.g. May's report is due June 5). These reports may be submitted via MealConnect
- Use either active or passive refrigeration methods (e.g. thermal blanket, cooler refrigerated truck) to transport refrigerated and frozen items from the retail store back to the partner agency site.
- Distribute retail donated products to clients the same as distributed other products.
- Pick up only during assigned days and times.
- Enter and exit the retail store where instructed by the store manager or department manager.
- Present retail donation cards to the store or department manager upon arrival
- Communicate to clients that all frozen meat and poultry is to be prepared and consumed on the date it is thawed.
- Partner agencies may not redistribute retail donation product to any other agency or program unless the agency has too much product on hand to distribute on its own and the product would spoil otherwise.
- Have established food distributions at least 2x per month, but preferably once each week or more often.
- Attend a mandatory annual training session for recertification to participate in the program for the following year.

#### 2. Items eligible to be donated to agencies (depending on the assigned retail partner):

- Private label products which are damaged or outdated.
- All meat and processed meat items, including beef, pork, chicken, lunchmeat and prepackaged items, that were reduced for sale and did not sell, are still safe to consume and would otherwise be thrown out, may be donated.
- Frozen Food and unsalable items still fit for consumption may be donated.
- Produce items that no longer meet retail fresh standards but are still fit for consumption, may be donated.
- Deli/Bakery items that can no longer be sold and would otherwise be thrown out may be donated; i.e., breads, cakes, pies.
- Hot chicken and cold perishable items must be frozen and held in the freezer until pick up.

- Dairy, including cheese, milk, eggs.
- Juices
- Non-food donations including paper products, cleaning supplies, toiletries, holiday decorations, school supplies, etc.

#### 3. Non-eligible items from retail stores:

- Fish, seafood or offal (organ meats)
- Vacuum-packaged products that have lost their vacuum
- Cut melon or other cut fruit items
- Any product that is spoiled
- Any packaged goods where the packaging has been damaged, leaving the product exposed to potential contamination or direct contact
- Canned goods that are bulging, swollen or leaking
- Any branded or private label medications including: OTC analgesics, cough/cold, allergy, antacids, laxatives or eye care products

Please note that retail partners may update or change the list of items that may be donated.

Food Bank national and local retail partners include: Food Lion, Walmart, Lowes Foods, Harris Teeter, Target, Sam's Club, BJs, CVS, Carlie C's, Publix, Aldi, Save-A-Lot, The Fresh Market, Big Lots, Whole Foods, Trader Joe's, Restaurant Depot, Bimbo Bakeries, Flowers Bakery, Dunkin Donuts, Bruegger's Bagels, and Military Commissaries.

If any agency is interested in picking up from a retailer listed above, they must first contact the Food Bank for admittance to the Retail Donation Program and be assigned to a specific store.

#### K. Mobile Food Pantry Program

#### 1. Overview

The Mobile Food Pantry (MFP) program was established in 2000. The MFP sites are operated at various types of locations including school and church parking lots, community buildings, and public housing communities and at partner agency sites. All sites must be able to handle heavy traffic (cars and people) brought by hosting the MFP.

The MFP is designed to increase a partner agency's distribution capacity. It is ideal for agencies lacking adequate transportation or storage. The program also is designed to bring emergency food services to the agencies in rural communities where access to emergency food may be minimal.

The MFP helps the Food Bank distribute more produce, breads and other perishables, along with complimentary items that we may have in abundance. The unit is not intended to replace an agency's regular pantry service if the agency operates a traditional food pantry. The MFP must be available at least one time each month. It is not regular enough for "emergency assistance." This program offers "supplemental" assistance.

All MFP distributions are intended to be "live". This means the agency must have volunteers in place to offload the products and to sort/separate the food. Food must be distributed to the community at the time of delivery. If an agency wishes to deliver food to homebound or other individuals, the agency must develop a clear policy which explains its delivery procedures and guidelines. The policy must be made available to clients, at a minimum, using agency signage that is posted in the intake area and/or where food is distributed. Copies of the policy may also be made available to food recipients in the form of a handout.

#### 2. Site Requirements

Each MFP site must be easy to access by FBCENC trucks and other equipment. The site must have a paved area that is large enough for the truck to safely pull into. Sites that have low-hanging tree branches or powerlines or that are not paved are not suitable for the MFP program. We must ensure that all sites allow

us to operate our equipment safely to ensure that no equipment is damaged, and that staff, volunteers and clients are not injured.

#### 3. Systems

When notifying the public, flyers may be distributed at the local Department of Social Services, the Health Department, public housing communities, and to the agency's regular clientele. Some agencies have worked with other programs, community partners and churches to share a MFP drop. The method you use to publicize the MFP is not important, but it is important to maintain some sort of accountability or screening. The methods mentioned above are preferred over announcing the availability of food on the radio or in the newspaper. DO NOT use the media unless you have cleared it with the Food Bank.

Some methods of screening potential MFP clients include using "coupons," outside agency referrals or internal agency screening. Some MFP sites have given out coupons to potential clients (to their regular pantry clients or through other agencies such as DSS, churches, etc.) in advance of the distribution. To ensure food is being distributed to eligible households, you may provide food first to individuals with "coupons" or referrals, or to those screened in advance by the agency. After those people are served, passers-by should be invited to receive any product that has not been distributed.

#### 4. Volunteers

Volunteers may be recruited from several sources including churches, Boy/Girl Scouts troops, local businesses and other civic groups including the agency.

To help provide the best service possible, all MFP providers must have a minimum of six able-bodied volunteers present at each distribution. If there are not at least six able-bodied volunteers present when the driver arrives he may leave the site without unloading the truck. After the driver unloads the product from the truck and places the pallets on the ground, agency staff/volunteers are responsible for any other movement of that product. While the driver may assist in moving product once it is off the truck, that is solely at his discretion and is not required.

Partner agency volunteers should not receive food from the agency for which they volunteer. If at all possible, volunteers with a need for food should be referred to another charitable organization to receive assistance.

MFP volunteers receiving product through the MFP distribution, may not receive preferential treatment. They must be treated like other MFP clients (e.g. not receiving their food before other food recipients and not "cherry picking" product) nor be required or coerced into "volunteering." Donated product may not be provided as a "thank you" for volunteer service.

#### 5. Recording Keeping Requirements

All Mobile Food Pantry providers must keep records on each participant for at least one year. Please record the name, address, telephone number, and total in each participant household. You may use the "Emergency Assistance Client Record" to record this information.

Please remember to send statistics to the Food Bank using FoodLink (the preferred method), by mailing or faxing the "Partner Agency Monthly Report" form. Please keep invoices on file for two years and have them co-signed.

Also, remember to fax or mail the MFP survey to your Food Bank branch when requested. This survey helps Food Bank staff to determine the specific needs of your agency as it relates to this program.

The Food Bank works to ensure the MFP program is beneficial to the agency and the clients it serves. Maintaining a positive client and public perception of the program is of the utmost importance. The Food Bank considers all client concerns serious and will investigate complaints accordingly.

#### 6. Product quality and waste

The Food Bank will make a reasonable effort to survey the quality of incoming produce. If resources permit, the Food Bank will cull produce to reduce waste. Partner agencies agree to accept produce with a reasonable percentage of waste and cosmetic flaws. Partner agencies should receive no more than 20 percent waste for any given delivery. If your agency receives more than 20 percent waste, we ask that you

contact the Food Bank to inform us of this so that we may take steps to improve our service to you.

7. Cancellations and Inclement Weather Policy

If an agency must cancel its MFP delivery from the Food Bank, it must do so at least 24 hours in advance. Please note that the FBCENC cannot guarantee that a cancelled MFP delivery will be rescheduled. Partner agencies are asked to cancel only due to extenuating circumstances (e.g. unsafe conditions at site, severe weather, etc.).

If possible, agencies that participate in the MFP program should establish a backup site that may be used during inclement weather to avoid cancellation of the MFP delivery.

Agencies that repeatedly cancel MFP deliveries may be removed from the program at the discretion of the Food Bank.

#### L. Fresh Produce Program

Mission and Purpose of the Fresh Produce Program: To distribute nutritious, fresh produce to fight hunger in Central and Eastern North Carolina through work with growers and farmers.

1. The Food Bank will:

Collaborate with partner agencies to determine capacity in terms of storing, distributing, and handling produce waste.

Make a reasonable effort to survey the quality of incoming produce. If resources permit, the Food Bank will cull produce to reduce waste.

The Food Bank will communicate major changes in agreements related to the scheduled time of delivery, quality of and quantity of produce.

2. Partner Agencies will:

Distribute produce appropriately to people in need, and will not discriminate against participants.

Distribute produce without charge.

Only request and accept quantities of produce within their capacity to reasonably distribute without wasting produce or creating unrealistic expectations of clients served.

Accept produce with a reasonable percentage of waste and cosmetic flaws. Partner agencies should receive no more than 20 percent waste for any given delivery.

Educate clients on proper handling of produce, including cutting off bad parts to conserve usable produce.

#### M. Talking Councils

The Food Bank began its Talking Council program during the Fall of 2001. Talking Councils provide partner agencies the opportunity to network with other agencies, to receive technical assistance from community leaders and Food Bank staff, and to work toward solving problems in their local communities.

- 1. All partner agencies are expected to participate in their local Talking Council (where available). The Food Bank uses Talking Council attendance and participation to determine, eligibility for equipment (e.g. refrigerators, freezers, computers), and local food drive assignments.
- 2. The Talking Councils meet on a quarterly basis, and the schedule is set at the beginning of the fiscal year. Partner agencies will be invited to the meetings either via e-mail or regular mail. Agencies that RSVP should make every effort to attend since materials, refreshments and/or meals are made available to participating agencies.

Please contact your Outreach Coordinator for more information on this program.

#### N. Partner Link

Partner Link is the Food Bank's Peer-to-Peer Mentoring Program designed to provide an opportunity for a mentee agency to visit a mentor agency in order to have direct exposure to a high-performing food program, and to facilitate the development of a strong and long-lasting mentoring relationship. The goal of developing these

professional relationships is to advance creativity, knowledge, passion, and strategic innovations that will support our mission: Nourish people. Build solutions. Empower communities.

To achieve this goal, the Food Bank will select high-performing agencies, with well-developed food programs to serve as program mentors.

The Partner Link Mentoring Program is an intricate tool for creating successful new food programs as well as improving existing programs as it provides best practices, hands-on training, and peer support. Participating agencies, both mentees and mentors, will gain knowledge and experience that will contribute to the continuing success of their food programs.

#### 1. Get Involved

Partner Link serves to help start a new food program (pantry or soup kitchen) or improve an existing one.

#### 2. How does it work?

- i. Agencies applying to this program will be paired with a neighboring, successful Food Bank partner agency, who will act as their mentor. The type of agency you are paired with depends on the goals of your food programs and the types of food programs it runs.
- ii. Mentees are required to complete 20 hours of service within a 2-month period at thementoring agency's site location. Service will include any tasks and assignments that will contribute to knowledge and experience for running a successful food program.
- iii. Mentors provide guidance your mentee(s) by providing information, skills, and tips for running a successful food program. You will verify the total hours served by your mentee(s) and provide performance feedback to the Food Bank upon completion of the program.

#### 3. What are the benefits?

- i. Benefits for Mentees
- New food programs (programs less than 6 months in operation)
- Completion of this program replaces the minimum of six months in operation requirement for new agencies applying as partner agencies with the Food Bank. Applications are considered for approval upon completion of this program.
- ii. All participants will:
- Gain knowledge and experience that will contribute to the start or improvement of food programs
- Learn how to run successful food programs (pantries and/or soup kitchens) under the direction of well-developed, local agencies
- Expand network and get to know neighboring agencies
- Have opportunity to exchange new ideas for successful operations
- iii. Mentors will
- Receive either (A) \$100 credit on its The Food Bank account or (B) a \$100 gift card
- Expand program network and get to know their neighboring agencies
- Have the opportunity to exchange new ideas for successful operations
- Provide a greater contribution to the The Food Bank's mission

Durham Branch: 919.956.2513

Director of Food Safety & Warehouse Compliance: ext 2101

Operations Supervisor: ext. 2102 Outreach Coordinator: ext. 2103

Shopping & Product Coordinator: ext. 2105

Hours of Operation: Monday through Friday from 8:30 a.m. to 5:00 p.m. Shopping Days and Hours: Monday through Thursday from 8:30 a.m. to 3 p.m.

Greenville Branch: 252.752.4996

Branch Director: ext. 2307

Operations Supervisor: ext. 2301 Outreach Coordinator: ext. 2303

Shopping & Product Coordinator: ext. 2304

Hours of Operation: Monday through Friday from 7:30 a.m. to 4;00 p.m.

Shopping Days and Hours: Monday from 9 a.m. to 12 p.m., Tuesday through Thursday from 9 a.m. to 4:00 p.m.,

and Friday from 1 p.m. to 4 p.m. Lunch is from 12:00 p.m. to 1:00 p.m.

New Bern Branch: 252.514.2006

Branch Director: ext. 2307 Operations Supervisor: ext. 2501 Outreach Coordinator: ext. 2502

Hours of Operation: Monday through Friday from 9:00 a.m. to 3:00 p.m.

Shopping Days and Hours: Tuesday through Thursday from 9:00 a.m. to 2:00 p.m. Lunch is from 12:00 p.m. to

1:00 p.m.

Raleigh Branch and HQ: 919.875.0707

Warehouse Manager: 919.865.3060 (direct)

Outreach Coordinator: 919.865.3038 & 919.865.3042 Shopping & Product Coordinator: 919.865.3041

Hours of Operation: Monday through Friday from 8:30 a.m. to 5:00 p.m.

Shopping Days and Hours: Monday through Thursday from 8:30 a.m. to 4:00 p.m. Friday from 8:30 a.m. to 12:00

p.m. Lunch is from 12:00 p.m. to 1:00 p.m.

Sandhills Branch: 910.692.5959

Branch Director: ext. 2401

Operations Supervisor: ext. 2402 Outreach Coordinator: ext. 2404

Product & Shopping Coordinator: ext. 2403

Hours of Operation: Monday through Friday from 8:00 a.m. to 4:30 p.m.

Shopping Days and Hours: Monday 12:30 p.m. to 3:30 p.m. and Friday from 8:00 a.m. to 12:00 p.m. Tuesday

through Thursday from 8:00 a.m. to 2:00 p.m.

Wilmington Branch: 910.251.1465

Branch Director: ext. 2205

Operations Supervisor: ext. 2201 Outreach Coordinator: ext. 2204

Product & Shopping Coordinator: ext. 2203

Hours of Operation: Monday through Friday from 8:30 a.m. to 5:00 p.m.

Shopping Days and Hours: Monday through Thursday from 8:30 a.m. to 3:30 p.m.

#### FOOD BANK OPERATIONS: DURHAM

#### A. Warehouse Guidelines

- 1. Shopping is by appointment only. Please call the Durham Branch Shopping & Product Coordinator at 919-956-2513, ext. 2105 to schedule an appointment. The Durham Branch is open to shoppers from Monday through Thursday from 8:30 a.m. to 3 p.m. Each agency may shop up to one time each week.
- 2. Each agency may shop for one hour from the time of its scheduled appointment (this includes checkout). If an agency shows up more than 30 minutes late, the shoppers will be asked to reschedule for a later time that day or for another shopping day. If any agency repeatedly misses scheduled appointments, it may be subject to disciplinary procedures or lose its appointment on the "permanent" schedule. If it is necessary to change a shopping appointment, please call the Shopping & Product Coordinator.
- 3. Check in with the Shopping & Product Coordinator upon arrival. Always bring the shopping card when picking up Food Bank product. Shoppers will not be allowed to shop without a card. These cards authorized representatives of your agency. No one other than the assigned shopper is authorized to use this shopping card. The Food Bank will replace your card once, after that they are \$5.
- 4. Agencies may have up to four authorized cardholders. All cardholders must be at least 18 years old. At least one cardholder must be present when the agency shops. A maximum of four people from each agency may shop in the warehouse at one time.
  - 5. Do not take more products than the agency can distribute in 30 days. This prevents product hoarding and gives all agencies more equitable access to food items. Also, do not take more than can be loaded. The Food Bank will not be responsible for items left at the Food Bank warehouse.
  - 6. Always observe posted case limits and program restrictions on items. Limits are placed on certain items to give more equitable access to all agencies.
  - 7. Please do not open cases. This prevents damage to Food Bank product and keeps the warehouse neat. Take whole, sealed cases only. Please ask warehouse staff for assistance for additional information about a product in a sealed case. Any agency that opens a sealed case may be asked to leave the warehouse without its product.
  - 8. Load carts with the heavy items on the bottom for stability. Also, keep like items together; this speeds up the checkout process.
  - 9. Weigh salvage boxes, produce and bread/bakery items separately at checkout, since they vary in weight.
  - 10. Please bring coolers and ice or ice packs to transport refrigerated or frozen items. Freezer blankets may be used in place of coolers. You will not be permitted to leave with refrigerated or frozen product that is not properly transported.
  - 11. Produce and bakery items are almost always distributed without a shared maintenance fee. Shoppers may take as much as their program can use or distribute before spoilage sets in.
  - 12. Plan to load vehicles independently. Volunteers may or may not be available to assist you.
  - 13. Due to safety issues, shoppers are allowed only in the shopping area of the warehouse. Children under the age of 12 are not allowed in the warehouse under any circumstances. If you bring children younger than 12, please have someone available to watch them.
  - 14. The shared maintenance fee is currently \$.19 per pound. Some items may be less than this. Value Added Product (VAP) Items may cost more.
    - i. Pay shared maintenance with an agency or church check only (please write the agency number in the memo field). The Food Bank does not accept cash, personal checks, money orders, or counter checks.
    - ii. All new agencies must pay as they shop for the first six months of partnership. After that, the agency must pay each invoice within 30 days as long as it remains in good standing. Agencies with returned checks due to insufficient funds or those that have been suspended as a result of carrying a past-due balance must pay as they shop indefinitely.

- 15. Once an agency receives an invoice, no new items may be added. Please check invoices for accuracy before signing it. Sign invoices upon checkout and have them co-signed upon return to the agency. Please keep all invoices on file at the agency for at least two years. Please note that The Emergency Food Assistance Program (TEFAP) agencies must keep TEFAP invoices on file for five years. Once an invoice is signed, the shopper has agreed that all invoiced product has been received by the agency.
- 16. There is a \$25 charge for checks returned for insufficient funds.
- 17. Smoking is not permitted in the building.
- 18. No eating or drinking is allowed on the warehouse floor.
- 19. Agencies may not volunteer and shop at the Food Bank during the same day. The Food Bank mandates this separation because agencies and their volunteers are not allowed to receive preferential treatment at the Food Bank based on volunteer work that is offered. This also prevents the perception that agencies and volunteers receive benefits or favoritism for volunteer work.
- 20. No weapons of any kind are allowed on the premises.
- 21. If an agency wishes to receive credit for what it believes to be spoiled, damaged or defective product, it may be asked to return the product to the Food Bank before a credit may be issued.
- 22. Always be mindful that many agencies utilize the Food Bank. Please share the resources that are available, and be helpful to your fellow agencies.

#### FOOD BANK OPERATIONS: GREENVILLE

#### A. Warehouse Guidelines

- 1. Shopping is by appointment only. Please call the Greenville office and ask for the Shopping & Product Coordinator at 252-752-4996, ext 2304 to schedule an appointment. Each agency may shop for one hour from the time of the scheduled appointment; with no exceptions (this includes checkout and loading time). If an agency shows up more than 30 minutes late, the shoppers will be asked to reschedule for a later time that day or for another shopping day.
- 2. The Food Bank is open to shoppers from 9 a.m. to 12 p.m. on Monday, from 9 a.m. to 4 p.m. Tuesday, Wednesday and Thursday, and from 1 p.m. to 4 p.m. on Friday. The warehouse is closed from 12 p.m. to 1 p.m., and 11 a.m. shoppers must be checked out by 12 p.m. If it is necessary for you to change a shopping appointment, please call the above number.
- 3. Each agency may shop once per week. If an agency receives delivery service it may not pick up at the delivery site and shop in the warehouse in the same week.
- 4. If any agency repeatedly misses scheduled appointments, it may be subject to disciplinary procedures or lose its appointment on the "permanent" schedule.
- 5. Upon arrival, please check in with the Shopping & Product Coordinator. Always bring the shopping card when picking up food bank product. Shoppers will not be allowed to shop without a card. These cards identify authorized representatives. No one other than the assigned shopper is authorized to use a shopping card. The Food Bank will replace your card once, after that they are \$5.
- 6. Agencies may have up to four authorized cardholders. All cardholders must be at least 18 years old. At least one cardholder must be present when the agency shops. A maximum of three people from each agency may shop in the warehouse.
- 7. Do not take more products than the agency can distribute in 30 days. This gives all agencies equitable access to product. Also, do not take more product than can be loaded. The Food Bank will not be responsible for items left at the Food Bank warehouse.
- 8. Take care to observe posted case limits and program restrictions on items. Limits are placed on certain items to give equitable access to all agencies.
- 9. Please do not open cases. This prevents damage to Food Bank product and keeps the warehouse neat. Take whole, sealed cases only. If you need to know more information about a product, please ask

warehouse staff for assistance. An agency that opens a sealed case may be asked to leave the warehouse without its product.

- 10. We recommend that you load your cart with the heavy items on the bottom for stability. Also, keep like items together as this helps speed up the checkout process. Agencies may use up to three shopping carts at a time. Please do not stack food on the cart more than 2 feet higher than the cart handle.
- 11. We also require that you select refrigerated and frozen items last, to prevent thawing and spoilage. Please bring coolers and ice or ice packs to transport refrigerated or frozen items. Freezer blankets may be used in place of coolers. You will not be permitted to leave with refrigerated or frozen product that is not properly transported.
- 12. Produce and bakery items are almost always distributed without a shared maintenance fee. Shoppers may take as much as their program can use or distribute before spoilage sets in.
- 13. Plan to load your own vehicle. We will make every effort to recruit volunteers to assist you.
- 14. Due to safety issues, shoppers are allowed only in the shopping area of the warehouse. Children under the age of 12 are not allowed in the warehouse under any circumstances. If you bring children younger than 12, please have someone available to watch them.
- 15. The shared maintenance fee is currently \$.19 per pound. Some items may be less than this. Value Added Product (VAP) Items may cost more.
  - i. Pay shared maintenance with an agency or church check only (please write your agency number in the memo field). The Food Bank does not accept cash, personal checks, money orders, or counter checks.
  - ii. All new agencies must pay as they shop for the first six months of membership. After that, the agency must pay each invoice within 30 days as long as it remains in good standing. Agencies with returned checks due to insufficient funds or those that have been suspended as a result of carrying a past-due balance must pay as they shop indefinitely.
- 16. Once an agency receives an invoice, no new items may be added. Please check your invoice for accuracy before signing it. Sign your invoice upon checkout and have them co-signed when you return to your agency. Please keep these invoices on file at your agency for at least two years. Please note that The Emergency Food Assistance Program (TEFAP) agencies must keep TEFAP invoices on file for five years. Once an invoice is signed, the shopper has agreed that all invoiced product has been received by the agency.
- 17. There is a \$25 charge for checks returned for insufficient funds.
- 18. Smoking is not permitted in the building.
- 19. No weapons of any kind are allowed on the premises.
- 20. No eating or drinking is allowed on the warehouse floor.
- 21. Agencies may not volunteer and shop at the Food Bank during the same day. The Food Bank mandates this separation because agencies and their volunteers are not allowed to receive preferential treatment at the Food Bank based on volunteer work that is offered. This also prevents the perception that agencies and volunteers receive benefits or favoritism for their volunteer work.
- 22. If an agency wishes to receive credit for what it believes to be spoiled, damaged or defective product, it may be asked to return the product to the Food Bank before a credit may be issued.
- 23. Remember that your agency is one of many that utilize the Food Bank. Please share the resources that are available, and be helpful to your fellow agencies. We are all in this together and thank you for your cooperation.

#### FOOD BANK OPERATIONS: NEW BERN

#### A. Warehouse Guidelines

- 1. Shopping is by appointment only. Please call the New Bern Branch Operations Supervisor at 252-514-2006 ext 2501 to schedule an appointment. Each agency may shop for one hour from the time of the scheduled appointment; with no exceptions (this includes checkout and loading time). If an agency shows up more than 30 minutes late, the shoppers will be asked to reschedule for a later time that day or for another shopping day.
- 2. The Food Bank is open to shoppers from 9 a.m. to 2 p.m. Tuesday, Wednesday and Thursday. If it is necessary for you to change a shopping appointment, please call the above number. We will try to accommodate each shopping need.
- 3. Each agency may shop once per week. If an agency receives delivery service it may not pick up at the delivery site and shop in the warehouse in the same week.
- 4. If any agency repeatedly misses scheduled appointments, it may be subject to disciplinary procedures.
- 5. Upon arrival, please check in with the Shopping & Product Coordinator. Always bring the shopping card when picking up food bank product. Shoppers will not be allowed to shop without a card. These cards identify authorized representatives. No one other than the assigned shopper is authorized to use a shopping card. The Food Bank will replace your card once, after that they are \$5.
- 6. Agencies may have up to four authorized cardholders. All cardholders must be at least 18 years old. At least one cardholder must be present when your agency shops. A maximum of three people from each agency may shop in the warehouse.
- 7. Do not take more products than the agency can distribute in 30 days. This gives all agencies equitable access to product. Also, do not take more product than can be loaded. The Food Bank will not be responsible for items left at the Food Bank warehouse.
- 8. Take care to observe posted case limits and program restrictions on items. Limits are placed on certain items to give equitable access to all agencies.
- 9. Please do not open cases. This prevents damage to Food Bank product and keeps the warehouse neat. Take whole, sealed cases only. If you need to know more information about a product, please ask warehouse staff for assistance. An agency that opens a sealed case may be asked to leave the warehouse without its product.
- 10. We recommend that you load your cart with the heavy items on the bottom for stability. Also, keep like items together as this helps speed up the checkout process. Agencies may use up to three shopping carts at a time. Please do not stack food on the cart more than 2 feet higher than the cart handle.
- 11. We also recommend that you select refrigerated and frozen items last, to prevent thawing and spoilage. Please bring coolers and ice or ice packs to transport refrigerated or frozen items. Freezer blankets may be used in place of coolers. You will not be permitted to leave with refrigerated or frozen product that is not properly transported.
- 12. Produce and bakery items are almost always distributed without a shared maintenance fee. Shoppers may take as much as their program can use or distribute before spoilage sets in.
- 13. Plan to load your own vehicle. We will make every effort to recruit volunteers to assist you.
- 14. Due to safety issues, shoppers are allowed only in the shopping area of the warehouse. Children under the age of 12 are not allowed in the warehouse under any circumstances. If you bring children younger than 12, please have someone available to watch them.
- 15. The shared maintenance fee is currently \$.19 per pound. Some items may be less than this. Value Added Product (VAP) Items may cost more.
  - i. Pay shared maintenance with an agency or church check only (please write your agency number in the memo field). The Food Bank does not accept cash, personal checks, money orders, or counter checks.

- ii. All new agencies must pay as they shop for the first six months of partnership. After that, the agency must pay each invoice within 30 days as long as it remains in good standing. Agencies with returned checks due to insufficient funds or those that have been suspended as a result of carrying a past-due balance must pay as they shop indefinitely.
- 16. Once an agency receives an invoice, no new items may be added. Please check your invoice for accuracy before signing it. Sign your invoice upon checkout and have them co-signed when you return to your agency. Please keep these invoices on file at your agency for at least two years. Please note that The Emergency Food Assistance Program (TEFAP) agencies must keep TEFAP invoices on file for five years. Once an invoice is signed, the shopper has agreed that all invoiced product has been received by the agency.
- 17. There is a \$25 charge for checks returned for insufficient funds.
- 18. Smoking is not permitted in the building.
- 19. No weapons of any kind are allowed on the premises.
- 20. No eating or drinking is allowed on the warehouse floor.
- 21. Agencies may not volunteer and shop at the Food Bank during the same day. The Food Bank mandates this separation because agencies and their volunteers are not allowed to receive preferential treatment at the Food Bank based on volunteer work that is offered. This also prevents the perception that agencies and volunteers receive benefits or favoritism for their volunteer work.
- 22. If an agency wishes to receive credit for what it believes to be spoiled, damaged or defective product, it may be asked to return the product to the Food Bank before a credit may be issued.
- 23. Remember that your agency is one of many that utilize the Food Bank. Please share the resources that are available, and be helpful to your fellow agencies. We are all in this together, and thank you for your cooperation!

#### FOOD BANK OPERATIONS: RALEIGH

#### A. Warehouse Guidelines:

- 1. Shopping is by appointment only. You will make your appointment online via a link on the FoodLink partner agency intranet site. Each agency is allowed to shop for one hour from the time of its scheduled appointment (this includes checkout). If an agency shows up more than 30 minutes late, the shoppers will be asked to reschedule for a later time that day or for another shopping day. If any agency repeatedly misses scheduled appointments, it may be subject to disciplinary procedures.
- 2. The Food Bank is open to shoppers from 8:30 a.m. to 4:00 p.m. Monday Thursday. The warehouse is closed to shoppers from 12-1 p.m. (10:45 a.m. shoppers must be checked out by 11:45 a.m.). On Friday the Food Bank is open from 8:30 a.m. to 11:45 a.m. for shopping. If it is necessary for you to change a shopping appointment time, please cancel your shopping appointment online and reschedule for the appropriate day and time. If you have questions about shopping appointments, please feel free to contact the Agency Shopping & Product Coordinator at 919-865-3041. We will try to accommodate each agency's shopping needs.
- 3. Each agency is allowed to shop up to once per week. If an agency receives delivery service, it may not pick up at the delivery site and shop in the warehouse during the same week.
- 4. Check in with the Shopping & Product Coordinator when you arrive. Always bring your shopping card when picking up Food Bank product. You will not be allowed to shop without your card. These cards identify you as an authorized representative of your agency. No one other than the assigned shopper is authorized to use this shopping card. If lost, we will replace your shopping card once at no cost. All subsequent replacement cards will cost \$5.
- 5. Agencies may have up to four authorized cardholders. All cardholders must be at least 18 years old. At least one cardholder must be present when your agency shops. A maximum of four people from each agency may shop in the warehouse at one time.

- 6. Do not take more products than your agency can distribute in 30 days. This prevents product hoarding and gives all agencies more equitable access to food items. Also, do not take more products than you can load in your vehicle. We will not be responsible for items that you select, but leave in the Food Bank warehouse.
- 7. Always observe posted case limits and program restrictions on items. Limits are placed on certain items to give more equitable access to all agencies.
- 8. Please do not open cases. This prevents damage to Food Bank product and keeps the warehouse neat. Take whole, sealed cases only. If you need to know more information about a product in a sealed case, please ask warehouse staff for assistance. Any agency that opens a sealed case may be asked to leave the warehouse without its product.
- 9. Agencies may use up to two shopping carts at a time. Load your cart with the heavy items on the bottom for stability. Also, keep like items together; this speeds up the checkout process.
- 10. Weigh salvage boxes, produce and bread/bakery items separately at checkout, since they vary in weight.
- 11. Select refrigerated and frozen items last, in order to prevent thawing and spoilage. Please bring coolers and ice or ice packs to transport refrigerated and frozen items. Freezer blankets may be used in place of coolers. Do not take shopping carts into the refrigerator or freezer units.
- 12. Produce and bakery items are almost always distributed without a shared maintenance fee. Agency shoppers may take as much as their program can distribute before spoilage sets in.
- 13. Shoppers are allowed only in the shopping area of the warehouse.
- 14. Bring someone to help load your vehicle.
- 15. Children under 12 years of age are not allowed in the warehouse under any circumstances. If you bring children younger than 12 with you, have someone available to watch them.
- 16. The shared maintenance fee is currently \$.19 per pound. Some items may be less than this. Value Added Product (VAP) and purchased program items will cost more.
  - i. Pay shared maintenance with an agency check only (please write your agency number in the memo field). The Food Bank does not accept cash, personal checks, money orders or counter checks.
  - ii. All new agencies must pay as they shop for the first six months of partnership. After that, the agency must pay each invoice within 30 days as long as it remains in good standing. Agencies with returned checks due to insufficient funds or those that have been suspended as a result of carrying a past-due balance must pay as they shop indefinitely.
- 17. Once an agency receives an invoice, no new items may be added. Please check your invoice for accuracy before signing it. Sign your invoices upon checkout and have them cosigned when you return to your agency. Please keep these invoices on file at your agency for at least two years. "Please note that TEFAP agencies must keep invoices on file for five years." Once an invoice is signed, the shopper has agreed that all invoiced product has been received by the agency.
- 18. There is a \$25 charge for checks returned for insufficient funds.
- 19. The Raleigh Branch of the Food Bank is a tobacco and vaping-free campus. This means that no tobacco or vaping products may be used in the building or on the Food Bank grounds, including the parking lot.
- 20. Eating and drinking are not permitted on the warehouse floor.
- 21. Agencies may not volunteer and shop at the Food Bank during the same day. The Food Bank mandates this separation because agencies and their volunteers are not allowed to receive preferential treatment at the Food Bank based on volunteer work that is offered. This also prevents the perception that agencies and volunteers receive benefits or favoritism for their volunteer work.
- 22. No weapons of any kind are allowed on the premises.

- 23. If an agency wishes to receive credit for what it believes to be spoiled, damaged or defective product, it may be asked to return the product to the Food Bank before a credit may be issued.
- 24. Remember that your agency is one of many that utilize the Food Bank. Please share the resources that are available, and be helpful to your fellow agencies. We are all in this together, and thank you for your cooperation!

#### FOOD BANK OPERATIONS: SANDHILLS

#### A. Warehouse Guidelines:

- 1. Shopping is by appointment only. If your agency has been assigned a shopping day and time, please come at that time. If you have not been assigned a day to shop, you must call in advance to set a shopping appointment (three to five business days is preferred). Each agency is allowed one hour from the time of its scheduled appointment (this includes checkout). If any agency repeatedly misses scheduled appointments, it may be subject to disciplinary procedures or lose its appointment on the "permanent" schedule.
- 2. The Food Bank is open to shoppers from 12:30 p.m. to 3:30 p.m. on Monday., 8:30 a.m. to 3:30 p.m. Tuesday, Wednesday, and Thursday (the warehouse is closed for lunch from 12:30 p.m. to 1:30 p.m.) and Friday from 8:30 a.m. to 12:30 p.m. If it is necessary for you to change an assigned shopping time, please call and speak to the Shopping & Product Coordinator at 910-692-5959 ext. 2403. We will try to accommodate each agency's shopping needs.
- 3. Each agency is allowed to shop up to once per week.
- 4. Please check in with the Shopping & Product Coordinator when you arrive. Always bring your shopping card when picking up Food Bank product. You will not be allowed to shop without your card. These cards identify you as an authorized representative of your agency. No one other than the assigned shopper is allowed to use this shopping card. "Replacement cards will cost \$5 (we will replace your shopping card once at no charge)."
- 5. Agencies may have up to four authorized cardholders. All cardholders must be at least 18 years old. At least one cardholder must be present when your agency shops. A maximum of four people from each agency may shop in the warehouse at a time. This is due to space issues extra shoppers are welcome on the loading dock and in the break room.
- 6. Please do not take more product than your agency can distribute in 30 days. This prevents product hoarding and gives all agencies equal access to food items. Also, do not take more product than you can load in your vehicle. We will not be responsible for items that you leave in the Food Bank warehouse.
- 7. Always observe posted case limits. Limits are placed on certain items to give equitable access to all agencies.
- 8. Please do not open cases. This prevents damage to Food Bank product and keeps the warehouse neat. Take whole, sealed cases only. If you need to know more information about a product in a sealed case, please ask warehouse staff for assistance. Any agency that opens a sealed case may be asked to leave the warehouse without its product.
- 9. Agencies may use up to two shopping carts at a time. Load your cart with the heavy items on the bottom for stability. Also, keep like items together; this speeds up the checkout process.
- 10. Weigh salvage boxes, food drive items, frozen and refrigerated food, produce and bread/bakery items each separately at checkout, since they each vary in weight.
- 11. Select refrigerated and frozen items last, in order to prevent thawing and spoilage.
- 12. Produce and bakery items are almost always complimentary. Agency shoppers may take as much as their program can distribute before spoilage sets in.
- 13. Shoppers are allowed only in the shopping area of the warehouse.
- 14. Bring someone to help load your vehicle.
- 15. Children under 12 years of age are not allowed in the warehouse under any circumstances. If you bring

children younger than 12 with you, please have someone available to watch them.

- 16. The shared maintenance fee is currently \$.19 per pound. Some items may be less than this. Value Added Product (VAP) items may cost more.
  - i. Pay shared maintenance with an agency or church check only. The Food Bank does not accept cash, personal checks, money orders, or counter checks.
  - ii. All new agencies must pay as they shop for the first six months of membership. After that, the agency must pay each invoice within 30 days as long as it remains in good standing. Agencies with returned checks due to insufficient funds or those that have been suspended as a result of carrying a past-due balance must pay as they shop indefinitely.
- 17. Once an agency receives an invoice, no new items may be added. Please check your invoice for accuracy before signing it. Sign your invoices upon checkout and have them cosigned when you return to your agency. Please keep these invoices on file at your agency for at least two years. Please note that The Emergency Food Assistance Program (TEFAP) agencies must keep TEFAP invoices on file for five years." Once an invoice is signed, the shopper has agreed that all invoiced product has been received by the agency.
- 18. There is a \$25 charge for checks returned for insufficient funds.
- 19. Smoking is not permitted in the building.
- 20. Eating and drinking are not permitted on the warehouse floor.
- 21. Agencies may not volunteer and shop at the Food Bank during the same day. The Food Bank mandates this separation because agencies and their volunteers are not allowed to receive preferential treatment at the Food Bank based on volunteer work that is offered. This also prevents the perception that agencies and volunteers receive benefits or favoritism for their volunteer work.
- 22. No weapons of any kind are allowed on the premises.
- 23. If an agency wishes to receive credit for what it believes to be spoiled, damaged or defective product, it may be asked to return the product to the Food Bank before a credit may be issued.
- 24. Remember that your agency is one of many that utilize the Food Bank. Please share what resources are available, and be helpful to your fellow agencies. We are all in this together!

#### FOOD BANK OPERATIONS: WILMINGTON

#### A. Warehouse Guidelines

- 1. Shopping is by appointment only. You will make your appointment online via a link on the FoodLink partner agency intranet site. Each agency is allowed to shop for one hour from the time of its scheduled appointment (this includes checkout). Each agency is allowed to shop for one hour from the time of its scheduled appointment (this includes checkout). Agencies may shop once per week. Shopping days and hours are Monday through Thursday from 8:30 a.m. to 3:30 p.m. Call the Agency Shopping & Product Coordinator at 910-251-1465 ext. 2203 to set a shopping appointment.
- 2. Due to the volume of agency appointment requests that we are receiving, no new recurring appointments will be made. Existing recurring appointments will still be recognized, so long as the agency does not miss its appointment twice in a row (See next rule).
- 3. If an Agency has a reoccurring appointment and misses it twice in a row, that reoccurring appointment will be eliminated and no further reoccurring appointments will be made. If any agency repeatedly misses scheduled appointments, it may be subject to disciplinary procedures.
- 4. Check in with the Shopping & Product Coordinator when you arrive. Always bring your shopping card when picking up Food Bank product. You will not be allowed to shop without your card. This card identifies you as an authorized representative of your agency. No one other than the assigned shopper is allowed to use this shopping card. Replacement cards will cost \$5 (we will replace your shopping card once at no charge).

- 5. Agencies may have up to four authorized cardholders. All cardholders must be at least 18 years old. At least one cardholder must be present when your agency shops. A maximum of four people from each agency may shop in the warehouse at one time.
- 6. Please do not open boxes. If you have any questions concerning Food Bank products, please ask our staff.
- 7. If you are more than 15 minutes late for an appointment, it will be canceled, and you will not be able to schedule another appointment that week.
- 8. Please do not swap product from one box to another, many volunteer hours have been spent sorting product into equitable portions.
- 9. Product invoiced to an Agency during an appointment must be picked up that day.
- 10. Select refrigerated and frozen items last in order to prevent thawing and spoilage. Frozen product must be placed in coolers with ice or ice packs before leaving the warehouse. Freezer blankets may be used in place of coolers.
- 11. Observe all case limits posted in the warehouse, or provided verbally by staff members.
- 12. Children under 12 years of age are not allowed in the warehouse under any circumstances. If you bring children younger than 12 with you, have someone available to watch them.
- 13. No open-toed shoes are permitted in the warehouse.
- 14. Agencies are not permitted to pull vehicles into the warehouse.
- 15. Do not take more product than your agency can distribute in 30 days. This prevents product hoarding and gives all agencies more equitable access to food items. Also, do not take more products than you can load in your vehicle. We will not be responsible for items that you select, but leave in the Food Bank warehouse.
- 16. Weigh salvage boxes, produce, bread/bakery items separately at checkout since they vary in weight.
- 17. The shared maintenance fee is currently \$.19 per pound. Some items may be less than this. Value Added Product (VAP) and purchase program items will cost more.
  - i. Pay shared maintenance with an agency or church check only (please write your agency number in the memo field). The Food Bank does not accept cash, personal checks, money orders, or counter checks.
  - ii. All new agencies must pay as they shop for the first six months of membership. After that, the agency must pay each invoice within 30 days as long as it remains in good standing. Agencies with returned checks due to insufficient funds or those that have been suspended as a result of carrying a past-due balance must pay as they shop indefinitely.
- 18. Once an agency is invoiced, no new items may be added. Please check your invoice for accuracy before signing it. Sign your invoices upon checkout and keep them on file at your agency for at least two years. Please note that The Emergency Food Assistance Program (TEFAP) agencies must keep TEFAP invoices on file for five years." Once an invoice is signed, the shopper has agreed that all invoiced product has been received by the agency.
- 19. There is a \$25 charge for checks returned for insufficient funds.
- 20. Smoking is not permitted in the building. Please only smoke in the designated smoking area.
- 21. No weapons of any kind are allowed on the premises.
- 22. Eating and drinking are not permitted on the warehouse floor.
- 23. Agencies may not volunteer and shop at the Food Bank during the same day. The Food Bank mandates this separation because agencies and their volunteers are not allowed to receive preferential treatment at the Food Bank based on volunteer work that is offered. This also prevents the perception that agencies and volunteers receive benefits or favoritism for their volunteer work.
- 24. If an agency wishes to receive credit for what it believes to be spoiled, damaged or defective product,

it may be asked to return the product to the Food Bank before a credit may be issued.

25. Remember that your agency is one of many that utilize the Food Bank. Please share the resources that are available, and be helpful to your fellow agencies. We are all in this together!

#### **B. Agency Shopper Safety Guidelines**

- 1. Agency shoppers must wear closed-toe shoes.
- 2. Do not stand on pallets. This will prevent tripping and falling.
- 3. Lift boxes properly to avoid personal injury. The Outreach Coordinator will demonstrate this during orientation. If assistance is needed while shopping, please notify staff.
- 4. Do not "under pick". Please select product from the top of the pallet. Picking from under other cases may cause cases to fall. If assistance is needed while shopping, please notify staff.
- 5. Do not attempt to get product from the second level of racks (if your branch is equipped with racking in the shopping area). The bottom level is available for use. The second level is for storage.
- 6. Remain in designated shopping areas. Certain areas of the warehouse are "staff only" areas. They are usually, but not always, chained off. Do not go into areas designated as staff-only. Forklifts are usually operating in these areas.
- 7. Be aware of "honking horns"! This alerts that a forklift is nearby. Shoppers are not allowed to operate power driven equipment.
- 8. Park in designated parking areas and abide by the 5 mile-per-hour speed limit while on Food Bank property (unless the posted speed limit is higher than that).
- 9. Please look for fire extinguishers in the warehouse and general office area to be prepared for a fire emergency. Feel free to ask Food Bank staff to show where equipment is located. Also be familiar with the fire exits. Please cooperate with the staff direction in the event of an emergency.
- 10. If involved in an accident/incident, report it to the staff and complete an accident/incident report immediately. Also, if you witness to an accident/incident please report it to the staff and provide a written statement of what was observed.

#### C. New Shopper Orientation

- 1. A new shopper must first attend an orientation session with an Outreach Coordinator before being allowed to shop at the Food Bank.
- 2. Orientation will consist of a review of shopping rules, warehouse safety rules and regulations, delivery program information, record-keeping requirements, Food Bank programs, and general Food Bank regulations. The shopper also will receive a tour of the warehouse and shopping areas. Agency staff will have ample opportunity to have any questions answered.
- 3. A shopping card will be issued to any new shopper. Each agency may have up to four authorized shoppers.
- 4. Please note that individual shoppers or agency contacts may be banned, at the discretion of the Food Bank, from shopping at the Food Bank or from representing an agency as a Food Bank contact person for violations of the "Warehouse Guidelines" listed above or violations of any other policies listed in this manual. Shoppers or agency contacts also may be banned if they do not treat staff, volunteers, other agencies or donors with respect or if they disrupt the operation of the warehouse or of the Food Bank as a whole.

### Section 16: Past-Due Balance & Return Check Policy

The Food Bank must be good stewards donated resources and must be fiscally responsible.

Any partner agency that owes <u>any</u> balance more than 60 days past the due date will have its shopping privileges suspended. The agency will not be able to shop or receive any Food Bank services until any balance more than 60 days past the due date is cleared. Copies of open invoices can be provided upon request, unless these invoices pre-date the current database. Note: Payments must always be made with an agency check. The Food Bank does not accept cash, personal checks, money orders, counter checks, debit cards or credit cards. Agencies are required to pay invoices within 30 days of shopping. New agencies must pay upon shopping during the first six months of partnership.

Any agency with a returned check will have its shopping privileges suspended. The agency's shopping privileges will be suspended until 14 days after payment is received to cover the returned check amount and the \$25 returned check fee. If the agency is able to provide the Food Bank written documentation from its bank that the check has cleared before the 14-day period, its status will be returned to active in good standing. Agencies having three returned checks in a 12-month period or five at any time during its partnership will be terminated.

Any partner agency that is placed on suspension because of a past-due balance or a returned check will be required to pay as it shops indefinitely.

"Shopping" means any receipt of product from the Food Bank, i.e., receiving items through warehouse shopping, the rural delivery program, Mobile Food Pantry, direct distribution, TEFAP, SNAP, the purchase program, Retail Donation Program, etc.

Any partner agency that is suspended for more than six months will be terminated.

# Section 17: Probation, Suspension, & Termination Policy

- A. The Food Bank will conduct an on-site visit of each potential partner agency prior to partnership approval. Once approved, each partner agency's Executive Director (or highest authority of a religious organization, e.g. Pastor, Rabbi, etc.) and program director will sign the "Receipt of Agency Policy Manual/Partnership Agreement." Failure to comply with any of the requirements set forth in this manual may result in disciplinary action by the Food Bank.
- B. When violations occur:

There are three possible actions the Food Bank may take in response to agency violations: Probation, Suspension and Termination.

#### 1. Probation

The purpose of the probationary period is to place a Partner Agency on notice that it must bring its program into compliance or it will be suspended. During the probationary period, the Partner Agency retains all rights and privileges. This means that agencies on probationary status may still shop at the Food Bank and participate in all Food Bank programs. Probation is used when there is a minor violation of Food Bank rules.

- A Partner Agency may be placed on probation for a period not to exceed three months. Notification must be in writing to the agency director or program coordinator.
- If the violation is not rectified by the end of the probationary period, the partner agency will be suspended.

#### 2. Suspension

The purpose of a suspension is to discontinue a Partner Agency's use of the Food Bank for a specific amount of time due to a major violation of the Partnership Agreement or of any Food Bank policy listed in the Agency Policy Manual. A suspended agency loses all the rights and privileges of a Partner Agency as well as its status as such.

The following are guidelines of the suspension procedure:

- A Partner Agency may be suspended without first being placed on probation for serious violations of the Partnership Agreement or other Food Bank regulations listed in this manual.
- A suspension shall not last more than six months.
- An agency may be returned to active partnership status if, at the end of the suspension period, the agency has satisfied the Vice President of Partner Services & Public Policy that the violation(s) have been corrected.

#### 3. Termination:

The purpose of termination is to discontinue a Partner Agency's access to the Food Bank after a violation. Termination means that an agency loses all rights and privileges of a Partner Agency as well as its status as such. The Food Bank or partner agency may terminate the partnership at any time if either party believes that continuing the relationship is not beneficial to either organization or to the community at large. If a partner agency voluntarily chooses to terminate its partnership with the Food Bank, it must do so in writing, and the correspondence must be on agency letterhead signed by the person of highest authority within the agency.

#### Note:

- A Partner Agency may be terminated by the Food Bank without having first been put on probation or suspension for serious infractions of the Partnership Agreement or any other Food Bank regulations outlined in this manual.
- If an agency has been placed on suspension two times, the Food Bank reserves the right to terminate the agency for its third violation.
- If an agency has been suspended for more than six months, it will be terminated as a Food Bank partner.
- A Partner Agency may appeal its termination to the Board of Directors by delivering the appeal in writing to the Vice President of Partner Services & Public Policy.

## Section 17: Probation, Suspension, & Termination Policy

- The terminated Partner Agency may reapply to become a partner agency of the Food Bank by submitting an application no sooner than one year after termination to the Vice President of Partner Services & Public Policy. The decision to reinstate a Partner Agency will be made by the Vice President of Partner Services & Public Policy with the concurrence of the President & CEO and Board of Directors.

# Section 18: Amendments/Revisions to the Policy Manual

The Food Bank of Central & Eastern North Carolina reserves the exclusive 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 thirty (30) days. Thereafter, it will be subject to the amendments/revisions.

# **Appendix A1: Partner Agency Monthly Report**

riease return by the 1st of the following month.	
For the Month of:	
Agency Number:	
County:	
City:	
Agency Name:	
Contact Person:	
Primary Phone:	
Secondary Phone:	
Food Pantry: For all the food distributed by each mon- Please note that each family or individual served is considered number of people in each household. (i.e. A family of four is co	a household. For "individuals served" please count the total punted as one household and 4 individuals.)
Total number of Individuals Served:	
Mobile Food Pantry	
Total number of Households Served:	
Total number of Individuals Served:	
On site: Please record the total number of meals and/of meals or snacks were served during a given month, ple number of people served x number of days the agency Total Number of Meals and/or Snacks Served:	ease record zero for that month (meals/snacks x
Soup Kitchen:	Group Home:
Shelter:	Child Day Care:
Adult Day Care:	After School:
Senior Meals:	Other (specify):

# Appendix A1: Partner Agency Monthly Report Demographic Info

riease return by the 1st of the following	
For the Month of:	
Agency Number:	
County:	
City:	
Contact Person:	
Primary Phone:	
• .	for food pantry programs is for ALL household members. For other ose at the point of service. For example, only record demographic at a soup kitchen.
Race/Ethnicity of Clients: Please record during the month.	the number of people served from each racial/ethnic category
American Indian or Alaska Native	Hispanic/Latino
Asian	White
Black or African American	Other
A of Clienter Disease was and the mount	
-	er of people served from each age category during the month.
0-5	
6-17	
18-64	
65 and up	
Gender of clients:	
Male	
Female	

# Appendix A2: Emergency Assistance Client Record

Date				
Client:				
Name				_
				_
Total number in h	nousehold			_
Optional Info:				
Referred by				_
Applied for Food	I Stamps Yes No			
Agency or Churc	<u>h:</u>			
Name				_
Address				_
Case Worker or I	Ministe <u>r</u>			_
Telephone				_
Client Received F	Food Assistance on:			
Date	Date	Date	Date	
Date	Date	Date	Date	
Date	Date	Date	Date	
Date	Date	Date	Date	
Date	Date	Date	Date	
Date	Date	Date	Date	
Date	Date	Date	Date	
Date	Date	Date	Date	
Date	Date	Date	Date	
Date	Date	Date	Date	
Date	Date	Date	Date	

# **Appendix A3: Retail Donation Program Monthly Report**

Month——————	Agency Name
Retail Store Number	Agency Number
Retail Store Address	Agency City
Retail Store County	Agency County
	Agency Contact
	Agency Phone

#### **Approximate Weight**

Bakery	Deli/Eggs/Dairy	Meat/Frozen Meat	Produce	Dry Foods	Non-Foods
Monthly Totals					

Pounds of Food Drive/Number of Holidays Without Hunger Boxes Received: \_

## Appendix A4: Retail Donation Program Partnership Agreement

Partner Agencies who are part of the Food Bank of Central & Eastern North Carolina's (The Food Bank) Retail Donation Program are required to exhibit the highest level of food safety, accountability, and integrity to their Retail Store partners, the The Food Bank, and themselves. Listed below are the partner agency requirements that must be adhered to in order to maintain compliance with the Retail Donation Program.

#### PARTNER AGENCY RESPONSIBILITIES

- 1. Partner agencies may only pick up donations from The Food Bank retail partners if the agency has been authorized first by the The Food Bank and has undergone all necessary training prior to its first pick up.
- 2. Partner agencies picking up refrigerated or frozen items such as meat, produce, dairy, and deli items are required to transport this product using an active or passive temperature control device. Approved devices include temperature-controlled coolers, thermal blankets, and refrigerated trucks. Partner agencies are responsible for acquiring and maintaining these devices.
- 3. Partner agencies must have The Food Bank provided Retail Donation Program identification cards available for presentation at the time of pick up. The The Food Bank will issue these cards.
- 4. The partner agency and its volunteers must comply with all rules and regulations cited by the retail partner, including rules regarding procedures for parking, entering the building, restricted access areas, restricted access to waste/compost/recycle receptacles, and correctly handling product meant for sale vs. donate vs. discard/compost.
- 5. Partner agencies are not to use any coarse language or exhibit unprofessional behavior inside the store and on the premises with any customers, store staff, or other agency volunteers.
- 6. Partner agencies are responsible for transporting all donations directly to its agency's site. No donations can be stored at another location and no deliveries or direct distributions can be made without prior approval from the Food Bank.
- 7. The partner agency and its volunteers must comply with all sanitation, food safety and food handling procedures and training as laid out in the Agency Policy Manual supplied by the The Food Bank.
- 8. All partner agencies are responsible for documenting the weight of each donation they receive from their retail partner and reporting the poundage on a monthly basis using the Retail Donation Program Monthly Report Form.
- 9. The partner agency must submit the Retail Donation Program Monthly Report by the 5th of each month. More than 3 missed reports in a 12-month period will result in removal from the Retail Donation Program.
- 10. Retail Donation Partner Agencies will be required to attend one mandatory Retail Donation Program Training each year. At least one agency representative must attend to receive credit.
- 11. All retail products will be used to feed the poor, aged, or infirmed by the agency. No food will be sold, bartered, traded, or otherwise exchanged for cash, goods, or services per IRC Section 170 (e) (3).
- 12. Excess Retail Donation Program product may be redistributed to only one other Food Bank partner agency in accordance with the Feeding America Member Contract. Prior authorization and approval of secondary agency is required by The Food Bank and the primary partner agency must document date, donation origin, type of product, and name of secondary agency if any excess Retail Donation Program product is shared.
- 13. Partner agencies must communicate all retail questions, concerns, or problems with The Food Bank staff immediately. Agencies who fail to do so may jeopardize their retail partnership and be placed on probation or removed from the program.
- 14. Partner agencies must remain in good standing with the The Food Bank by submitting timely monthly reports, meeting shopping/delivery requirements, remain up-to-date with their Food Safety Certification and Site Visit Inspections, and actively participate in shared maintenance and food programs.
- 15. The Retail Donation Program Partnership Agreement must be renewed each year.
- 16. Agency pickup schedules and status in Retail Donation Program may be changed at discretion of Food Bank of Central & Eastern North Carolina staff.

# Appendix A4: Retail Donation Program Partnership Agreement

Partner agencies that agree to abide by the responsibilities outlined within this agreement should have the Executive Director, Pastor, etc. (i.e. leadership at your agency) complete the section below and return to Food Bank staff.

Agency Number & Name:
Executive Director/Pastor/FB Contact (print):
Executive Director/Pastor/FB Contact (sign):
Date:
Contact Person for Pick-ups:
Contact Phone Number:
Contact Email:
Partner Agency Has Access to a Scale for Weighing Donations: (Yes/No)
Comments/Notes:
The Food Bank Internal Use
Date Received:
Received By:
Comments Notes:

## **Appendix B1: TEFAP Forms**

Please note that the TEFAP Eligibility Forms included in this packet are new. Please begin using these forms immediately and discard any old, blank forms that you have. The income eligibility chart on the forms has been updated for fiscal year 2017-18. The forms are to be used from October 1, 2017 to September 30, 2018. One form is in English and the other is in Spanish.

Each client (agencies may also complete forms on behalf of clients who have difficulty writing or cannot write) should complete the Eligibility Form the first time commodities are received. Thereafter, only the information on the chart on the back of the form. If household makeup changes (i.e. addition or subtraction of household members), an entirely new form must be completed. Please keep all Eligibility Forms on file for five years.

Please note that the bottom part of the first page is ONLY for homebound individuals (formerly known as sick and shut in). Everyone must complete the appropriate row on the back of the form.

#### MAKE SURE THAT EACH ELIGIBILITY FORM HAS THESE 8 THINGS COMPLETED:

- 1. Name
- 2. Address
- 3. Number of people in household
- 4. County
- 5. Client Signature
- 6. Basis of Eligibility (i.e. FNS OR Income) FNS stands for Food & Nutrition Services formerly known as the Food Stamp Program. If a food recipient has zero income reported, please do not leave the income blank. Write in \$0 in the appropriate income field.
- 7. Date
- 8. Signature of agency representative

For questions regarding any of the forms in this packet, please contact Larry Morris at 919.865.3036 or via e-mail at Imorris@foodbankcenc.org. Please do NOT modify these forms without checking with the Food Bank first. You must receive written approval from the Food Bank before modified forms may be used.

## Appendix B2: TEFAP Quarterly Distribution Rates/Monthly Report

#### **Quarterly Recommended Distribution Rates**

There are no maximum distribution rates for TEFAP, meaning that agencies can distribute food to the same families more than once each quarter, and more than once each month. There are no requirements as to how many times a family may receive TEFAP commodities each quarter.

NOTE: Effective October 1, 2013, TEFAP agencies may divert from a set distribution package. For example, if there are two types of juice available during a quarter (e.g. orange juice and grape juice), you now have the option to distribute one juice to each household until it runs out. Then you may begin distributing the other juice. In previous quarters, each family would have received both juices.

Each agency is to distribute TEFAP commodities in a fair, unbiased way to anyone who is eligible for TEFAP. TEFAP commodities are to be served to clients without regard to their race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

#### **TEFAP Monthly Report**

Please return the TEFAP monthly report by the 1st of each following month. The reports are late after the 5th of the month.

Please record the TOTAL number of households and the TOTAL number of individuals served through TEFAP each month. Please record each family and each person every time they receive food, even if a family or person receives food more than once each month.

Accurate reporting of the households and individuals served is critical as this is the information the Food Bank utilizes to determine each agency's allocation. Please remember to send in monthly reports even if no TEFAP is distributed. The Food Bank must have your agency's monthly reports in order to give your agency a fair allocation. Please note that agencies can now submit their monthly report online via FoodLink at

http://content.foodbankcenc.org/foodlink/agency/welcome.asp.

Agencies that are missing ANY TEFAP Monthly Reports will not be able to receive further TEFAP commodities until their reports are current.

# Appendix B3: TEFAP Eligibility Form, English Name Address City

Number of People in Household

# Effective October 1, 2017 through September 30, 2018 (Household gross income must be at or below for appropriate size household.)

Household Size	Per Year	Per Month	Per Week
1	\$24,210	\$2,010	\$464
2	\$32,496	\$2,708	\$625
3	\$40,848	\$3,404	\$786
4	\$49,200	\$4,100	\$946
5	\$57,576	\$4,798	\$1,107
6	\$65,928	\$5,494	\$1,268
7	\$74,280	\$6,190	\$1,428
8	\$82,656	\$6,888	\$1,590
Each Additional Family Member	+\$8,376	+\$698)	+\$161

The above table shows a yearly gross income for each family size. If your household income is at or below the income listed for the number of people in your household, you are eligible to receive food. A household is defined as a group of people who live together and share money and other resources in order to get food. OR, if you currently participate in a Food & Nutrition Services Program (i.e. Food Stamps) you are automatically eligible to receive TEFAP and do not need to look at the income scale.

Note: The above may be read to persons who are unable to read. People who are unable to sign their name may sign by using an X.

Please read the following statement carefully, then sign the form and write in today's date.

I understand that any misrepresentation of need, sale, or misuse of the foods I have received is prohibited and could result in a fine, imprisonment, or both. (Sec. 211 E, PL 96-494 and Sec. 4C, PL 93-86 as amended.)

The section below is only for homebound individuals

The following persons are authorized to pick up my food (if applicable):

Authorized Representative
Authorized Representative
Client Signature
Date

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.asc.usda.gov/complaint\_filing\_cust. html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) Fax: (202) 690-7442; or (3) Email: program.intake@usda.gov. This institution is an equal opportunity provider.

# Appendix B3: TEFAP Eligibility Form, English

	Date	Client Signature	FNS YES	FNS NO	Yearly Income	Monthly Income	Weekly Income	Agency Representative Signature
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24					48			

# Appendix B4: Forma de elegibilidad para TEFAP

Nombre			
Dirección			
Ciudad			
Número de personas en e	l hogar		
		7 hasta 30 de Septiembre do abajo para el tamaño apro	
Tamano de Hogar	Por año	Por mes	Por semana
1	\$24,210	\$2,010	\$464
2	\$32,496	\$2,708	\$625
3	\$40,848	\$3,404	\$786
4	\$49,200	\$4,100	\$946
5	\$57,576	\$4,798	\$1,107
6	\$65,928	\$5,494	\$1,268
7	\$74,280	\$6,190	\$1,428
8	\$82,656	\$6,888	\$1,590
CADA MIEMBRO ADICIONAL DE LA FAMILIA	+\$8,376	+\$698)	+\$161
tabla para el número de personas el que viven juntos y comparten dinero	n su hogar, usted es elegible para re o y otros recursos a fin de conseguir	de familia. Si sus ingresos de hogar e cibir los alimentos. Un hogar es defi el alimento. O, si usted participa en iene que mirar la escala de ingresos.	nido como un grupo de personas una programa de estampillas de
Nota: Los siguiente puede ser leído	a personas que no saben leer. La ge	ente que es incapaz de firmar su nor	mbre puede firmar usando un X.
Entiendo que cualquier falsificación	e con cuidado, luego firme la forma de necesidad, venta, o mal uso de l L 960494 y Sec. 4C, PL 93-86, segúi	a comida que he recibido es prohibi	ida y podría causar multas, el encar-
La siguiente sección es sólo para los	s individuos recluidos		
Las siguientes personas están autori	izadas a recoger a mi comida:		
Representante Autorizado	D		
Representante Autorizado	<b>.</b>		
Firma de persona recogie	ndo alimentos		

De conformidad con la Ley Federal de Derechos Civiles y los reglamentos y políticas de derechos civiles del Departamento de Agricultura de los EE. UU. (USDA, por sus siglas en inglés), se prohíbe que el USDA, sus agencias, oficinas, empleados e instituciones que participan o administran programas del USDA discriminen sobre la base de raza, color, nacionalidad, sexo, discapacidade, dead, o en represalía o venganza por actividades previas de derechos civiles en algún programa o actividad realizados o financiados por el USDA. Las personas con discapacidades que necesiten medios alternativos para la comunicación de la información del programa (por ejemplo, sistema Braille, letras grandes, cintas de audio, lenguaje de señas americano, etc.), deben ponerse en contacto con la agencia (estata lo local) en la que solicitaron los beneficios. Las personas sordas, con dificultades de audición o discapacidades del habla pueden comunicarse con el USDA por medio del Federal Relay Service (Servicio Federal de Retransmisión) al (800) 877-8339. Además, la información del programa se puede proporcionar en otros idiomas. Para presentar una denuncia de discriminación, complete el Formulario de Denuncia de Discriminación del Programa del USDA, (AD-3027) que está disponible en línea en: http://www.ocio.usda.gov/sites/default/files/docs/2012/Spanish\_
Form\_508\_Compliant\_6\_8\_12\_0.pdf. y en cualquier oficina del USDA, o bien escriba una carta dirigida al USDA e incluya en la carta toda la información solicitada en el formulario. Para solicitar una copia del formulario de denuncia, llame al (866) 632-9992. Haga llegar su formulario lleno o carta al USDA por: (1) correo: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; o (3) correo electrónico: program.intake@usda.gov.

Fecha \_

# Appendix B4: Forma de elegibilidad para TEFAP

	Fecha	Firma	FNS Sî	FNS No	Por Año	Por Mes	Por Semana	Firma de Representante de la Agencia
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24					50			

# **Appendix B5: TEFAP Monthly Report**

riease complete and return every month even in NO 121741 was served. Fut o for the number of people served.
Agency Name
Contact Person
Phone
Agency ID
Please record only TEFAP distribution on this form. Record regular Food Bank distribution on the Food Bank monthly report, not on this TEFAP report.
Date (Month, Day, Year)
Primary County
A. Total Number of Households served through TEFAP
B. Total Number of Persons served through TEFAP
Note: For "B." tally the total number of people served from all households. Refer to the TEFAP Eligibility Forms completed by clients in order to calculate the total number of people from all families. A one person household should be counted as both a household and a person.
FOR HOUSEHOLDS FROM A SECOND OR THIRD COUNTY:
Note: Use this table if you distribute commodities to households in more than one county. TEFAP commodities are intended to be distributed only to households with your county.
Secondary County (counties)
A. Total Number of Households served through TEFAP
B. Total Number of Persons served through TEFAP

Food Bank of Central & Eastern North Carolina
1924 Capital Blvd., Raleigh, NC 27604
(Telephone) 919-865-3040 (Fax) 919-954-8427
This Report MUST be returned to the Food Bank by the 1st of the following month.

Please Make Two Copies of This Report (Unless you submit Your Report on FoodLink)

# Appendix B6: TEFAP Loss Report

riease type or print clearly.		
D :		

	Number of	
Commodity Name	Units Lost*	Explain Cause of Loss
*List the number of bags,	bottles, cans or	boxes which have been lost due to damage, theft, lack of accountability, etc.
Agency Name———		
Agency Number		
Authorized Agency Re		

# **Appendix B7: TEFAP Temperature Record**

Temperature Dry Storage Cooler Storage Freezer Storage Recommendations: 50°F-70°F 35°F-45°F -10°F-0°F

If temperatures are not within recommended range, take immediate corrective action to avoid food loss.

Agency Name-

Agency Number\_

	Circle One	
Refrigerator	Freezer	Dry Storage
Date	Temperature	Checked by

	Circle One	
Refrigerator	Freezer	Dry Storage
Date	Temperature	Checked by

## **Appendix B8: TEFAP Agreement**

Please read the following updated requirements for The Emergency Food Assistance Program (TEFAP), and sign the reverse side in order to sign up to receive TEFAP commodities. By signing and returning this agreement to the Food Bank of Central & Eastern North Carolina, your agency agrees to maintain the paperwork required for the distribution of TEFAP commodities and agrees to abide by the requirements of the program. Failure to abide by these requirements will cause an agency to be removed from TEFAP.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions:

TEFAP partner agencies may not be presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency (i.e. the partner agency is not barred from participating in TEFAP or in danger of being barred from participation in the program).

#### Record-keeping:

- 1. All records, including TEFAP invoices from the Food Bank, TEFAP temperature charts, and client records should be kept on file at your agency for FIVE calendar years.
- 2. All client information that your agency records for TEFAP is confidential and should also remain on file at your agency for FIVE calendar years. Notify clients that the information that they share with your agency regarding TEFAP eligibility will be kept confidential. Please properly dispose of records older than five calendar years.
- 3. It is not a requirement for TEFAP distribution that clients be legal residents of the United States. Undocumented immigrants are eligible for TEFAP if they are currently living in your agency's county.
- 4. TEFAP commodity recipients "self-declare" their eligibility. Partner agencies may not refuse to distribute TEFAP commodities to individuals/families whose self-declaration makes them eligible (i.e. clients do not have to show proof of income, identity, or residence in order to receive TEFAP commodities).
- 5. Agencies are required to turn-in TEFAP Monthly Reports to the Food Bank by the 1st of each following month (they are late after the 5th). Agencies that are missing any monthly reports will not be allowed to pick-up TEFAP commodities until reports are current. If an agency is missing two or more reports it may be removed from the program. Please submit TEFAP monthly reports to the Food Bank each month, even if your agency did not distribute TEFAP commodities during that month. Record zeros for the number of households and individuals served if you served no clients that month.
- 6. Agencies that do not order TEFAP commodities during a consecutive two-month period will be removed from the program. If an agency has extenuating circumstances that will cause it not to order for two months or more in a row, please let your local Food Bank representative know.

#### Distribution:

- 1. TEFAP commodities are to be distributed only to clients who live in the county for which your agency receives TEFAP food. All counties in North Carolina receive an allocation of TEFAP commodities. Please refer clients in other counties to a food pantry in the county in which they reside. Contact your local Food Bank representative for a list of groups that distribute TEFAP commodities in other counties.
- 2. To the extent that TEFAP commodities are available, they must be distributed to persons who meet the eligibility criteria established by the State based upon the self-declared TEFAP Eligibility Form. Agencies may not impose any additional qualification or condition of any sort that would preclude an otherwise eligible person from receiving TEFAP commodities. Representatives from the Food Bank and the Department of Agriculture will visit agencies during times of distribution to ensure that TEFAP commodities are being distributed fairly and without discrimination of any sort against any person who meets the eligibility criteria.

Partner agencies must display the "And Justice For All" Poster in prominent, public areas of the food pantry. This is the nondiscrimination statement from the poster: "In accordance with Federal 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, age, disability and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)"

## **Appendix B8: TEFAP Agreement**

- 3. If a client is refused TEFAP commodities by your agency, you must document why the client was refused. Please keep this information on file at your agency for five years.
- 4. Clients may not be charged a fee for, or be required to provide services in exchange for food. In addition, agencies may not require clients to pray or worship as a condition for receiving food. Agencies are welcome to invite clients to stay after food distribution for religious services and other messages.
- 5. There are no maximum distribution rates for TEFAP, meaning that agencies can distribute TEFAP food to the same families more than once each quarter, and more than once each month. Agencies may wish to distribute one of each TEFAP commodity to a small family and two of each item to a large family in order to distribute TEFAP commodities to as many eligible families as possible.

#### Monitoring & Training:

- 1. Your local Food Bank Partner Services & Public Policy representative will visit your agency approximately once every 18 months for a site visit. During site visits, Food Bank representatives will identify themselves by presenting a Food Bank issued identification card, and will ask to review all TEFAP and Food Bank records.
- 2. Agencies that are not keeping required TEFAP records will be revisited within 30 days to ensure compliance. Agencies that do not keep required records will be removed from the program.
- 3. Additionally, an authorized North Carolina Department of Agriculture field representative will visit approximately 25% of current TEFAP agencies each year. These visits are typically scheduled during a time when TEFAP commodities are distributed by your agency in order to ensure that clients are not being discriminated against on the basis of race, color, national origin, sex, age or disability. At this time, the first names of clients may be recorded by the field representative in order to ensure that food is being distributed fairly.
- 4. TEFAP agencies must complete Civil Rights training annually. An attendee list that shows the date of the training must be documented and kept on file.

Our agency has read the Revised TEFAP Agreement and will abide by the record keeping, distribution and monitoring requirements. We understand that failure to do so will result in being removed from the program.

Agency Name	
Agency Number	
Authorized Agency Representative Signature	
Date_	

Please return to: Food Bank of Central & Eastern North Carolina 1924 Capital Boulevard, Raleigh, NC 27604 Telephone 919.875.0707 Fax 919.954.8427

This institution is an equal opportunity provider.

**DATE:** June 10, 2016

United States Department of Agriculture

**POLICY NO:** FD-138: The Emergency Food Assistance Program (TEFAP),

Commodity Supplemental Food Program (CSFP)

Food and Nutrition Service

**SUBJECT:** Written Notice and Referral Requirements for Beneficiaries Receiving

TEFAP and CSFP Benefits from Religious Organizations

3101 Park Center Drive

Alexandria, VA 22302-1500 The purpose of this memorandum is to clarify the written notice and referral requirements for religious organizations that receive USDA Foods or administrative funding as part of The Emergency Food Assistance Program (TEFAP) or the Commodity Supplemental Food Program (CSFP). The U.S. Department of Agriculture's (USDA) overarching regulation on equal opportunity for religious organizations to participate in USDA assistance programs can be found at 7 CFR Part 16. The final rule entitled Federal Agency Final Regulations Implementing Executive Order 13559: Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations (Final Rule) amended 7 CFR Part 16 and directed agencies to provide policy guidance or reference materials on a number of program-specific topics. Religious organizations participating in TEFAP or CSFP must comply with these final regulations by July 5, 2016. Please note, Child Nutrition (CN) Programs, including USDA Foods in CN Programs, are treated in the same manner as an indirect assistance program under 7 CFR Part 16 and are therefore not subject to the notice and referral requirements contained within this memorandum.

#### **Beneficiary Protections: Written Notice**

In accordance with 7 CFR Part 16.4(f), faith-based or religious organizations that receive USDA Foods or administrative funds for TEFAP or CSFP must give written notice in the manner prescribed by this policy memorandum to all beneficiaries and prospective beneficiaries of the right to be referred to an alternate provider when available. The written notice must state that:

- (i) The organization may not discriminate against beneficiaries on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
- (ii) The organization may not require beneficiaries to attend or participate in any explicitly religious activities that are offered by the organization, and any participation by beneficiaries in such activities must be purely voluntary;
- (iii) The organization must separate in time or location any privately funded explicitly religious activities from activities supported by direct Federal financial assistance;
- (iv) If a beneficiary objects to the religious character of the organization, the organization will undertake reasonable efforts to identify and refer the

- beneficiary to an alternate provider to which the prospective beneficiary has no objection; the organization may not be able to guarantee, however, that in every instance, an alternate provider will be available; and
- (v) Beneficiaries may report violations of these protections (including denials of services or benefits) by an organization to the State agency (<a href="http://www.fns.usda.gov/fdd/food-distribution-contacts">http://www.fns.usda.gov/fdd/food-distribution-contacts</a>). The State agency will respond to the complaint and report the alleged violations to their respective USDA FNS Regional Office (<a href="http://www.fns.usda.gov/fns-regional-offices">http://www.fns.usda.gov/fns-regional-offices</a>).

Organizations, inclusive of all recipient agencies and local agencies certifying potential beneficiaries and providing TEFAP and CSFP benefits to participants, must provide the written notice, per the program specific requirements described below, to applicants prior to the time they enroll in the program or receive services from such programs.

#### **TEFAP**

Preamble language to the final rule amending 7 CFR Part 16 provided for an exception to the individual written notice of beneficiary protections requirement. When the service provided to the beneficiary involves only a brief interaction between the provider and the beneficiary, and the beneficiary is receiving what may be a one-time service from the provider (such as a meal at an emergency kitchen or food for home consumption at a food pantry), the service provider may post the written notice of beneficiary protections in a prominent place, in lieu of providing individual written notice to each beneficiary.

This exception is applicable only to TEFAP. Accordingly, religious organizations providing TEFAP services can comply with the federal regulations and meet the requirements of this guidance memorandum by posting a written notice, which includes the complete list of beneficiary protections described above, at service locations. The posted written notice must be visible to all TEFAP beneficiaries and prospective beneficiaries upon entrance into the distribution site. A sample poster for posting written notice of beneficiary protections is included as an attachment to this memorandum.

#### **CSFP**

For religious organizations operating CSFP, individual written notice of beneficiary protections provided under 7 CFR Part 16, including the right to be referred to another organization, must be given to all applicants at the time that they apply for CSFP benefits. For beneficiaries already enrolled in the program as of the implementation date of this requirement, written notice must be provided no later than July 5, 2016.

A sample form for providing individual written notice of beneficiary protections is included as an attachment to this memorandum. Religious organizations can comply with federal regulations and meet the requirements of this guidance by providing CSFP applicants with this sample form at the time of application or by incorporating the required notification language at 7 CFR Part 16.4(f) into their existing CSFP applications or another format of their choice, provided that each individual beneficiary or prospective beneficiary receives an individual written notice, which includes the complete list of beneficiary protections described above.

#### **Beneficiary Protections: Referral Requirements**

In accordance with 7 CFR Part 16.4(g), if a beneficiary or prospective beneficiary of TEFAP or CSFP objects to the religious character of an organization that provides services under the program, that organization must promptly undertake reasonable efforts to identify and refer the beneficiary to an alternate provider, if available, to which the prospective beneficiary has no objection. A sample form for recording a beneficiary referral request is included as an attachment to this memorandum.

In some cases, a referral option may not be available. What constitutes "reasonable efforts" will depend on the situation. Organizations should at a minimum attempt to identify an alternative provider, determine what services the alternative provider offers, and determine whether the alternative provider is accepting new referrals. Below are the standards that must be followed:

- In making the referral, the organization must comply with all applicable State and local privacy laws and regulations.
- A referral may be made to another faith-based organization, if the beneficiary has no objection to that provider. But if the beneficiary requests a secular provider, and a secular provider is available, then a referral must be made to that provider.
- The referral must be to an alternate provider that is in reasonable geographic proximity to the organization making the referral and offers services that are similar in substance and quality to those offered by the organization, if one is available. The alternate provider also should have the capacity to accept additional clients, if one with capacity to accept additional clients is available. A referral may be made to non-USDA funded organizations, including non-TEFAP and non-CSFP providers, if necessary and available.
- If the organization determines that it is unable to identify an alternate provider, the organization must promptly notify the State agency, or local or eligible recipient agency with which it has an agreement. That agency must determine whether there is any other suitable alternate provider to which the beneficiary may be referred. A local or eligible recipient agency that receives a request for assistance in identifying an alternate provider may request assistance from the State agency. The State agency is ultimately responsible for ensuring an alternate provider is identified, if available.
- State agencies may assist recipient or local agencies or organizations by providing such entities with information regarding alternate providers. Such information regarding alternative providers should include providers (including secular and non-USDA funded organizations) within a reasonable geographic proximity that offer services that are similar in substance and quality and that would reasonably be expected to have the capacity to accept additional clients, provided any such organizations exist. Examples of alternate methods of referral the State agency could provide organizations may include but is not limited to referral to websites, hotlines, or other service providers funded by the State agency. An organization which relies on such information provided by the State

Policy Memorandum No. FD-138

Page 4

agency will be considered to have undertaken reasonable efforts to identify an alternate provider for the purposes of 7 CFR Part 16.

#### **Record Keeping**

State and local agencies must continue to follow record keeping requirements in accordance with current program regulations for both TEFAP and CSFP and 7 CFR 250.19. Such requirements extend to the maintenance of records of beneficiary referrals by religious organizations to other entities in accordance with the beneficiary protections at 7 CFR Part 16. All records must be maintained for a period of three years from the close of the fiscal year to which they pertain.

#### Monitoring

In accordance with USDA regulations at 7 CFR Part 16.6, FNS will monitor compliance with these new provisions during the course of regular program review and oversight. State agencies should continue to follow existing regulatory requirements and program mechanisms in regards to monitoring and enforcement of these requirements, including coverage of the minimum notice and referral requirements provided in this memorandum and maintenance of records related to referrals. FNS will use Management Evaluation Reviews to monitor compliance with this, and all, statutory and regulatory provisions in TEFAP and CSFP.

Laura Castro

Director

Food Distribution Division

Attachments

Organization Name
Contact Information for Program Staff
Phone Number
Email Address
Because TEFAP is supported in whole or in part by financial assistance from the Federal Government, we are
required to let you know that:
<ul> <li>We may not discriminate against you on the basis of religion or religious belief, a refusal to hold a religious belief or a refusal to attend or participate in a religious practice;</li> </ul>
<ul> <li>We may not require you to attend or participate in any explicitly religious activities that are offered by us, and any participation by you in these activities must be purely voluntary;</li> </ul>
<ul> <li>We must separate in time or location any privately funded explicitly religious activities from activities supported with USDA direct assistance;</li> </ul>
• If you object to the religious character of our organization, we must make reasonable efforts to identify and refer you to an alternate provider to which you have no objection. We cannot guarantee, however, that in every instance, an alternate provider will be available; and
• You may report violations of these protections (including denials of services or benefits) by an organization to the State agency (http://www.fns.usda.gov/fdd/food-distribution-contacts). The State agency will respond to the complaint and report the alleged violations to their respective USDA FNS Regional Office (http://www.fns.usda.gov/fns-regional-offices).
We must provide you with this written notice before you enroll in TEFAP or receive services from TEFAP, as required by 7 CFR part 16.
Alternate Service Location(s) or State Agency Contact Information
Name of Organization and Contact Person
Phone Number

**Email Address** 

# Appendix B10: TEFAP/CSFP Beneficiary Referral Request

Organization Name
Contact Information for Program Staff
Phone Number
Email Address_
If you object to receiving services from us based on the religious character of our organization, please complete this form and return it to the program contact identified above. Your use of this form is voluntary.
If you object to the religious character of our organization, we must make reasonable efforts to identify and refer you to an alternate provider to which you have no objection. We cannot guarantee, however, that in every instance an alternate provider will be available.
Please check if you want to be referred to another service provider.
Please provide the following information:
Your name
Best way to reach you (phone/address/email)
Staff Use Only
Date of objection
Referral (check one):
Individual was referred to (name of alternate provider and contact information):
Individual was given State agency-provided referral information (i.e. a website, hotline, or list of other service providers funded by the State agency)
Individual left without a referral
No alternate service provider is available—summarize below what efforts you made to identify an alternate provider (including reaching out to State agency or local or eligible recipient agency):

# **Appendix C1: CSFP Application**



North Carolina Department of Agriculture and Consumer Services Food Distribution Division

#### **COMMODITY SUPPLEMENTAL FOOD PROGRAM APPLICATION**

Steven W. Troxler COMMISSIONER

Contracted Agency:							
Distributing Agency if different from	Contracting A	gency:					
County Name:							
	Applicant In	formation (I	Please Pri	nt Clea	arly)		
Applicant Name:		Date of Birth:		Age:	Sex:	Application I	Date:
Residential Address:		City:	:	State:	Zip Code:	Home Phone	:
Mailing Address:		City:	:	State:	Zip Code:	Cell Phone:	
	Racia	al/Ethnic Dat	ta (Option	ıal)			
(Data will not affect consideration of with Federal Civil Rights laws.)					s requested s	solely to ensure	compliance
Ethnic Category (Select only one)	Racial Catego						
Are you Hispanic or Latino?	OAmerican In O Native Haw			slander	OAsian OWhite	OBlack or At	frican American
LICS LINO		Household 1					
Did you provide a copy of the cur	rent adjusted			deline	s at 130 per	cent Federal I	Poverty Income
			/		_		=
Guideline to applicant?	Source	ce(s) of Incom	ne:				
OMonthly O Semi-mo	nthly	() Every 2	2 Weeks			Weekly	
Total Household Members (Check box if included for CSFP) Total CSFP Household Members List the name of all household members below and place a check in the box by the name of all CSFP participants.						_	
List the name of all household memb	ers below and p	olace a check	in the box	by the	name of all	CSFP participa	ints.
		<u> </u>					
		<u> </u>					
I hereby certify that:		T)					
I understand that the foods given n	ne are to be us	ed by person	listed her	eon ar	nd as directo	ed by the	
distributing agency. I authorize th							n Center.
1			2				
Eligibility Verification (Document t		used for each	eligibility				
Eligibility Criteria Verification Sou	irce:				Age Verifie	d:	
Date on Documentation:							
"This application is being made in cor							
this form. I am aware that deliberate m am also aware that I may not receive C							
information provided may be shared v							
rights and responsibilities under the p							
correct to the best of my knowledge.							
use in determining my eligibility for p			_	ograms	and for outr	each purposes."	(Please indicate
decision by placing a checkmark in the		Ť.	□ No	.0.			
Signature of Applicant:							
Witness Signature (if signature abo	ove is an "X")						<u>—</u>

# **Appendix C1: CSFP Application**

#### **COMMODITY SUPPLEMENTAL FOOD PROGRAM APPLICATION**

	cion Approval ted Distributing Agency Staff Only)			
Status: OEligible (Active) OEligible (Waiting List) ODenied/Discontinued	Eligibility Notification: (2)Letter Verbal Date:			
Certification Period () Six-month Certification () Twelve-month Certification	toto  Denial/Discontinuation Letter Given/Sent: QYes No			
Reason for Denial/Discontinuation:	Denial/Discontinuation Letter Given/Sent: QYes No Date:			
I hereby certify that all eligibility criteria were appli- Agriculture and Consumer Services.	ed as defined by the North Carolina Department of			
<b>Contracted Distributing Agency Certification Staff</b>				
Printed Name: Title:				
Agency Certification Staff Signature:				
In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.				
Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.				
(AD-3027) found online at: <a href="http://www.ascr.usda.gov">http://www.ascr.usda.gov</a> write a letter addressed to USDA and provide in the lett copy of the complaint form, call (866) 632-9992. Submit	ne Assistant Secretary for Civil Rights,1400 Independence			
This institution is an e	qual opportunity provider.			

# Appendix C2: CSFP Income Guidelines



COMMISSIONER

North Carolina Department of Agriculture and Consumer Services Food Distribution Division

#### **COMMODITY SUPPLEMENTAL FOOD PROGRAM**

**CSFP INCOME GUIDELINES - 2017** 



No. of Household Members	Annual	Total Income Monthly	Weekly
1	\$15,678	<mark>\$1,307</mark>	\$302
2	\$21,112	<mark>\$1,760</mark>	\$406
3	\$26,546	<mark>\$2,213</mark>	\$511
4	\$31,980	<b>\$2,665</b>	\$615
5	\$37,414	<b>\$3,118</b>	\$720
6	\$42,848	<mark>\$3,571</mark>	\$824
7	\$48,282	<b>\$4,024</b>	\$929
8	\$53,716	<mark>\$4,477</mark>	\$1,033
For each	+\$5,434	<mark>+\$453</mark>	+\$105
additional family member, add			

**NCDA-CSFP** income Guidelines

# **Appendix C3: CSFP Receipt of Foods**



# North Carolina Department of Agriculture and Consumer Services Food Distribution Division

Steven W. Troxler COMMISSIONER

#### **CSFP RECEIPT OF FOODS**

CSFP Ag	gency Name:	Date:					
Participa	pant Name:Participant ID:						
Address	ess:						
Phone:_		Certification P	eriod:				
QTY	FOOD ITEM	USDA CODE	QTY	FOOD ITEM	USDA CODE		
I baya ya	ceived the foods listed:			Date			
This applinformatiand Feder CSFP bershared with the prograknowledge I authorization programs	lication is being completed in coon on this form. I am aware that ral statutes. I am also aware that nefits at more than one CSFP site ith other organizations to detect am. I certify that the information ge.	nnection with the rec t deliberate misrepre I may not receive be at the same time. F and prevent dual par n I have provided for vided on this applica bility for participatio	sentation in oth CSFP a Furthermore ticipation. It may eligible tion form in other	deral assistance. Program official may subject me to prosecution un and WIC benefits simultaneously, e, I am aware that the information I have been advised of my rights willity determination is correct to the other organizations administering public assistance programs and for	s may verify the der applicable State and I may not receive n provided may be and obligations under the best of my ing assistance or program outreach		
Nutrition	Education Information Offere	d: 🗌 Yes 📗 No		Household Income Change: [	☐ Yes ☐ No		
If there ar	e changes in your household inc	ome or household siz	ze, please ı	report this information within ten (	10) days.		
the USDA prohibited	A, its Agencies, offices, and emp	oloyees, and institution ace, color, national of	ons partici origin, sex	culture (USDA) civil rights regul pating in or administering USDA, disability, age, or reprisal or reta	programs are		
audiotape Individua	e, American Sign Language, etc. als who are deaf, hard of hearing	), should contact the or have speech disal	Agency (S bilities ma	on for program information (e.g. l State or local) where they applied y contact USDA through the Fed- ble in languages other than Engli	for benefits. eral Relay Service at		
				gram Discrimination Complaint F nd at any USDA office, or write:			

NCDA- CSFP Receipt of Foods

email: program.intake@usda.gov.

USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3)

# Appendix C4: CSFP Food Storage Temperature Chart

Temperature Dry Storage Cooler Storage Freezer Storage Recommendations: 50°F-70°F 35°F-45°F -10°F-0°F

If temperatures are not within recommended range, take immediate corrective action to avoid food loss.

Agency Name-

Agency Number\_

Circle One	
	Dry Storage
	Checked by
	Circle One Freezer Temperature

_	Circle One	
Refrigerator	Freezer	Dry Storage
Date	Temperature	Checked by

## Appendix C5: CSFP Memorandum of Understanding

Local Agency Food Bank of Central & Eastern North Carolina
Mailing Address 1924 Capital Boulevard, Raleigh, NC 27604
Local Distributing Agency
Name of Contact
Mailing Address
Distribution Site Address
Telephone
Fmail Address

This Memorandum of Understanding between the above Local Agency and Local Distributing Agency, outlines the policies and procedures concerning the distribution of pre-packaged boxes of USDA foods under the Commodity Supplemental Food Program (CSFP). By signing this agreement, both parties are bound by its terms and conditions, unless terminated earlier in accordance with this agreement. This agreement may be terminated for cause by either party, by mutual consent of both parties or solely by the Food Bank of Central & Eastern North Carolina without cause or mutual consent with a 30-day written notice.

#### **Local Distributing Agency Requirements and Services**

- Agree to distribute CSFP products once a month to participants 60+ years of age and who are qualified for the program.
- Accept applications and determine eligibility for individual participation based on the following criteria:
  - o At least 60 Years old
  - o Meet income guidelines (An income limit at or below 130% of the Federal Poverty Income guidelines) based on Gross income.
  - o Must reside in the county being served by their agency.
  - o Spouses each fills out their own application and each gets one box (if both are over 60)
- Ensure participants and Food Bank of Central & Eastern NC are fully aware of dates and times of food distribution. Post the criteria of program eligibility at each site.
- Provide accurate contact information such as telephone number, mailing address, distribution site address and email to the Food Bank of Central & Eastern NC.
- All notices and advertisements regarding the program must include the non- discrimination statement.
- Request identification and signatures from participants or their proxy during distribution.
- Must not sell CSFP product, must not require any type of donations, volunteer work time or participation in religious services to receive CSFP.
- Agree to never break down CSFP boxes for distribution, i.e. opening and portioning contents of cans or jars.
- Understand that all CSFP boxes are to be distributed by the 31st day of each month.

## Appendix C5: CSFP Memorandum of Understanding

- Notify the Food Bank of Central & Eastern NC when a client misses an appointment.
- Report the number of boxes left over from the monthly distribution to the Food Bank of Central & Eastern North Carolina by the 31st of each month.
- Notify participants at least 30 days prior to re-certification period that eligibility is due for a full review for renewal.
- Agree to contact participants on your waitlist when active participants fail to show up.

#### **Anti-Discrimination**

- Provide adequate space, seating and time to complete registration materials. Tables and chairs are needed for clients to sit for paperwork completion.
- Not discriminate under the program on the grounds of race, color, national origin, sex, age or disability.
- Display the "Justice for All" poster during each month's distribution and provide Civil Rights Training to volunteers/employees annually who directly interact with clients.

#### **Food Safety**

- Assume full responsibility and accountability for food, including but not limited to having a site that is zoned as commercial and non-residential.
- Protect CSFP food product from loss, spoilage or theft prior to and during distribution. Food products must be stored in a dry, secure space six inches off the ground.
- Cheese must be refrigerated at a temperature between 35-39 degrees or below until distribution.
- Maintain thermometers in all refrigerators, and monitor temperatures with a daily temperature log.
- Will notify the Food Bank of Central & Eastern North Carolina of any damaged product for instructions on how to dispose of it and how it will be replaced.

#### Administration

- Submit required CSFP paperwork to the Food Bank of Central & Eastern NC by the 31st of every month, i.e. certifications, recertification's and receipt of foods. All paperwork submitted is subject to review.
- Ensure food storage space receives pest control on a regular basis.
- Circulate nutrition education material to participants every month.
- Keep participants and their proxy's information confidential and documents stored away until mailed to the Food Bank of Central & Eastern NC or delivered to the Outreach Coordinator (until further notice).

Each CSFP agency will receive regularly scheduled visits by the Food Bank of Central & Eastern and the North Carolina Department of Agriculture. CSFP agencies should communicate program needs/changes to the assigned Outreach Coordinator or directly to the Federal Foods

## Appendix C5: CSFP Memorandum of Understanding

Program team: Manager of Commodity Programs & Program Inventory or Director of Programs.

Official Signatures
Local Distributing Agency
Executive Director or Program Coordinator
Date
Food Bank of Central & Eastern North Carolina Representative
Date

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint filing cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW, Washington, D.C. 20250-9410
- (2) Fax: (202) 690-7442
- (3) Email: program.intake@usda.gov This institution is an equal opportunity provider.

# Appendix D1: Receipt of Agency Policy Manual

I have received a copy of the Food Bank of Central and Eastern North Carolina's (The Food Bank) Agency Policy Manual. I understand that this manual is intended as a general guide to the policies and procedures of the The Food Bank and our partner agency agrees to abide by these policies.

I understand that violations of any rules or regulations may cause my partner agency to lose its status as such with the The Food Bank.

Organization Name
Agency ID Number
Agency Director
Agency Director Signature
Date
Program Director
Program Director Signature
Date
To be completed by Food Bank of Central & Eastern North Carolina staff only.
The Food Bank Representative
The Food Bank Representative Signature
Data