

# WEST OHIO FOOD BANK

## Policies and Guidelines for Partner Agencies

Below are the qualifications to become and remain a Partner Agency with the West Ohio Food Bank. We reserve the right to add, alter or rescind any or all of these policies and guidelines as it deems necessary or as required by our national affiliate, Feeding America the American Institute of Baking (AIB); or local, state or federal government.

### GENERAL POLICIES

1. TAX EXEMPT STATUS: All organizations receiving product from West Ohio Food Bank must be federally tax exempt 501(c)3 organizations; or wholly owned by a 501(c) 3 organization; or a 501(c) 3 equivalent such as churches; or have an established 501(c) 3 Separate Fund. Tax exempt corporate status must be qualified either in the state of Ohio or Indiana. Documentation on file within the last 5 years.
2. LOCATION: All Partner Agencies must provide services to and reside in West Ohio Food Bank's geographical service territory.
3. PARTNERSHIP FEE: Annual Agency partnership fee is up to \$100, payable annually. Billed July 1<sup>st</sup>.

### SPECIFIC POLICIES

#### SECTION 1.USE OF SUPPLIES RECEIVED FROM WEST OHIO FOOD BANK

FOOD DISTRIBUTION: All products obtained from WOFB by its' Partner Agencies must be distributed in accordance with the provisions under Section 170(e)(3) of the U.S. Internal Revenue Code, which requires that the products be given to the needy, ill or infants at no charge to the ultimate recipient.

#### **Acceptable**

- *EMERGENCY FOOD FOR WORKERS/VOLUNTEERS*: Partner Agencies may provide emergency products to workers or volunteers who meet the same eligibility requirements as stated in the Eligibility to Take Food Home form.
- *IN HOUSE USE OF SUPPLIES*: Partner Agencies may use non-food products, such as cleaning supplies and toiletries in support of their operations. Please, remain mindful that these products are greatly needed by people seeking help. Must be stored separate from food.
- *TASTING/TESTING*: Partner Agencies may prepare foods received from WOFB to help determine best and alternate uses, provide samples to people accessing services, and familiarize volunteers/staff with different types of food so the uncommon foods actually get distributed.
- *DISASTER RELIEF*: Products may be used in **local** disaster relief efforts both for victim assistance and clean up, as well as volunteer consumption. If the disaster is beyond your organization's capabilities, contact WOFB for further assistance. Partner Agencies of WOFB may not distribute **outside** their service area.

## Not Acceptable

- *THANK YOU BAGS FOR VOLUNTEERS*: Partners Agencies may not distribute bags of food or other products to volunteers or workers as a gift for their labors.
- *FUNDRAISING EVENTS*: Products received from WOFB may not be used in any fund raising activities, such as dinners or bake sales, or as “prizes”. Products may be used in functions such as volunteer or donor recognition events as long as there are no charges to attend.
- *BARTERING*: West Ohio Food Bank products *MAY NOT BE SOLD OR BARTERED IN ACCORDANCE WITH YOUR “PARTNER AGENCY AGREEMENT”*. Products may be traded with other WOFB Partner Agencies as long as products are traded free of any charge.

## **SECTION 2.DISPOSAL OF UNUSABLE PRODUCTS:**

If product received from WOFB appears questionable, please call WOFB within 24 hours and speak with Programs and Compliance Manager or Warehouse to report your concerns. Please have the following information ready:

- a) Type of product – as listed on your invoice
- b) Date received from WOFB – on invoice
- c) Code dates – from product itself
- d) Reasons why you question the supplies viability

Based on this information, we will provide instructions for use, return or disposal of the product in question. All product found unusable when received from WOFB, which carried a shared maintenance charge, will be credited.

## **SECTION 3.PARTNER ELIGIBILITY**

A. *OPERATIONS*: Organizations applying for Agency Partnership must qualify under General Policies, Sections 1 and 2, in addition to the following:

1. Have been in operation no less than three months,
2. Meet all required local, state and federal laws regarding food preparation and/or distribution,
3. Meet or exceed storage guidelines listed in Section 6,
4. Keep adequate records of people served monthly. Eligibility to Take Food Home forms and WOFB invoices must be *retained* on file for at least 5 years. Everyone should be using Freshtrak. Freshtrak will be required by all agencies by December 2022.
5. Provide monthly statistical reports to West Ohio Food Bank. Statistical reports from partner agencies are due the 10th of the month following the prior month. Even if you don't get any product from WOFB or serve any individuals within the reporting time (i.e. your reports are all zeros), monthly stats need to be submitted for WOFB records. *If reports are not submitted, next steps will include a call and/or email notifying the Partner Agency of the lateness of the statistical report. If the reports are not submitted within 5 business days from this notification, the Partner Agency may be put on suspension and excluded from ordering any products from WOFB- see Section 9 for violations of policies.*

6. Organizations should determine their policies and procedures for food distribution and post these procedures in a visible location within your organization. Please provide copies to WOFB upon application for approval or if any changes take place to current Partner Agencies.
  7. Participation in only one Feeding America Food Bank,
  8. Allow WOFB representatives access to conduct site reviews at any given time.
- B. *NON 501(c) 3*: A non 501(c) 3 organization may obtain partnership if the following criteria are met:
1. The Partner Agency must operate under the backing of a 501(c)3 organization or sponsorship.
  2. The 501(c) 3 extending its' nonprofit status must affirm such designation in writing by corporate resolution of their Board of Directors and signed by the Partner Agency Director,
  3. The 501(c) 3 must be programmatically, fiscally and legally responsible for products obtained from WOFB.
  4. Payment of invoices must come from the 501(c) 3, NO cash, money orders, or personal checks can be accepted. No payments over the phone and No Credit cards.
- C. *PRIORITIZATION OF NEEDS*: Youth programs, camps, day care centers, senior citizen meal programs and similar organizations must develop a method to determine that the benefit of products obtained from WOFB primarily serves the needy, ill or infants.
- D. *HOME BASED SERVICES*: Associations of foster care homes are not eligible for Agency Partnership. Programs may not be operated out of private residences or homes.
- E. *COMPREHENSIVE CARE PROGRAMS*: Residential or on site comprehensive care programs that charge a fee for service (such as substance abuse programs and halfway houses), with meals being a part of that service, may become Agency Partners of WOFB, provided they are licensed and/or certified by the necessary governing municipality or state and otherwise qualify (under Section 3, A & B).
- F. *MUNICIPAL PROGRAMS*: Programs which are 100% tax supported or operated by a branch of government are considered municipal programs and are not eligible for Agency Partnership.

#### **SECTION 4.CLIENT ELIGIBILITY**

- A. *FOOD DISTRIBUTION GUIDELINES*: Generally, *people accessing your products should have incomes which fall at or below 200% of the poverty guidelines* as established by the federal government annually. Copies of these guidelines are available online ([www.westohiofoodbank.org](http://www.westohiofoodbank.org)) or at WOFB.
- **NO PROOF OF INCOME is required to receive food.**
  - **Beyond self-declaration of income eligibility, Partner Agencies must ask for proof of residency and photo I.D.**
  - **NO Social Security numbers can be documented.**
  - **Requiring attendance at religious services prior to or after distribution of food or any type of religious proselytizing is forbidden.**
  - *Clients do not have to live in a community for a given time before they receive food. Homeless persons or people who have just arrived in the area may not be able to provide an address and cannot be refused food because they have no address.*
- B. *FOOD PANTRIES*: Must allow clients to access food, at a *minimum* of once a month, until such time they no longer need to visit a food pantry.
- C. *REFERRALS*: Food Pantries ***must not*** require clients to have referrals.

D. *CIVIL RIGHTS COMPLIANCE*: Partner Agencies may not refuse services to any person requesting help on the grounds of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran. All Partner Agencies will be required to complete civil rights training in order to partner with the WOFB.

E. *LABOR DISPUTES*: Partner Agencies may provide assistance to persons affected by labor disputes if the organizations normal standards of determining need are met (family must meet the Eligibility to Take Food Home requirements)

F. *DONATIONS FROM CLIENTS*: Monetary donations **must not** be solicited from clients. No donation canister, receptacles, envelopes, etc., are to be located in the soup kitchen, pantry or in-take area.

G. *SAFE AT HOME*: A new address confidentiality program to conceal the home address of an Ohioan who fears for their safety called "Safe at Home" allows victims of domestic violence, stalking, human trafficking, rape or sexual battery to apply to the Secretary of State for a temporary address to serve as their mailing address. Program participants are assigned a P.O. Box address and the Safe at Home office will forward mail to the participant's actual residential address. They are also provided a Safe at Home Participant Card that contains the participant's name, substitute address, expiration date, and the seal and signature of the Secretary of State.

- When an individual shows a copy of their Safe at Home Participant Card to substantiate their residency for either the CSFP or TEFAP program, the Partner Agency must use the address designated by the Secretary of State as the program participant's mailing address and accept self-attestation as to the individual's residency within the service area; no other information regarding that person's address or residency may be required.

## **SECTION 5.FEES: SHARED MAINTENANCE FEE (SMF)**

A. *FEES*: WOFB may assess a fee up to 19¢ per pound to its Partner Agencies for the costs associated with transporting, handling, and warehousing the food ordered by the partner agency.

B. *USDA COMMODITIES*: WOFB may assess a fee of 10¢ a pound to its Partner Agencies for the cost associated with transporting, handling and warehousing the commodities.

C. *PAYING FEES*: Fees are due upon receipt of the Partner Agency order, or money placed on the Partner Agency account(s) however, they do not fall past due for 60 days. An invoice falling past due renders the Partner Agency subject to suspension until payment is received or arrangements for payment are made.

D. *ACCOUNT CREDIT*: Partner Agencies may put money on account so when an invoice is generated it can be applied. Partner Agencies find this easier than worrying about bringing a check to the food bank. When you get back to the facility a check can be written to replenish the account.

## **SECTION 6. STORAGE REQUIREMENTS**

Below are the requirements of a Partner Agency for the proper storage area maintenance in compliance with their ServSafe training (which must be completed every 3 years) and the American Institute of Baking (AIB).

#### A. STRUCTURE

1. The food storage facility should be temperature controlled, with adequate ventilation. Allowable temperature variance is 50 to 70 degrees.
2. The structure should be secure, with locks in good working order and, if necessary, windows with security glass or grillwork.
3. All walls and floors should be washable, in good repair and have non-toxic food service approved paint or sealer applied, with no cracked, chipped, scaling, peeling or torn areas.
4. Food storage areas should be separate from interviewing areas.
5. A pest control program should be performed regularly. Where evidence of infestation occurs, a commercial pest control company must be engaged.

#### B. DRY STORAGE

1. All surfaces should be of a non-porous, washable material, and be washed with an USDA approved disinfectant at least quarterly, and as needed during the interim.
2. No product can be stored directly on the floor. If supply exceeds shelving capacity, excess can be stored on pallets, but must be at least 12" from all walls.
3. Thermometers must be present in all dry storage areas.
4. Dry food storage should be of adequate size to allow for easy stock rotation and inventory.
5. All non-food products must be stored separately from food products. At a minimum, all non-food products should be stored on lower shelves and never above food products.

#### C. REFRIGERATED & FROZEN STORAGE

1. Refrigerators should maintain temperatures not exceeding 45 degrees. Freezers should maintain 0 degrees.
2. Thermometers must be present in all refrigerators and freezers.
3. Temperature Logs must be maintained regularly as a food safety preventative and retained for 5 years.
4. All refrigerators and freezers should be defrosted and cleaned with an USDA approved disinfectant at least quarterly, and as needed in the interim.
5. Refrigerators and freezers should be large enough to allow for easy stock rotation and inventory.

A good rule of thumb: When in doubt-throw it out! Remember, if you wouldn't serve it to your family; don't expect others to consume it.

### **SECTION 7.NON-FACILITY PERSONNEL POLICY**

- A. In compliance with the American Institute of Baking's (AIB) safety regulations, all visitors (whether they be Partner Agency personnel, truck drivers, or volunteers) are restricted from entering sections of the Food Bank marked for employees only, unless accompanied by an authorized Food Bank staff member.
- B. All non-employees must sign in and out of the Food Bank when they visit (there is a sign in/out log located in the front lobby). Visitors will be issued proper credentials once they have signed in and signed the Non-Facility form.

C. Any visitors entering the Food Bank will be asked to remain in the front lobby until they can be accompanied by a Food Bank staff member. This includes all volunteers. Volunteer groups must wait in the front lobby until most/all of the group has arrived before they can begin their service.

Visitors/volunteers should never be left unsupervised beyond the front lobby of the facility.

If a volunteer or visitor is leaving the Food Bank, they **must** inform a Food Bank staff member so that staff member can escort them back to the front of the building.

**SECTION 8.MEDIA PROMOTION**

All Partner Agencies must identify their organization as a WOFB partner agency on its properties, materials, website and any additional media (i.e. television, social media, etc.).

**SECTION 9.VIOLATIONS OF POLICIES:**

A. *SUSPENSION*: A Partner Agency may be suspended from participation in WOFB if found to be in violation of any of these policies. Suspensions may be 30, 60 or 90 days in duration. Suspension may completely exclude the Partner Agency from ordering any products. A suspended Partner Agency will receive a verbal warning followed by written notification of the reasons for suspension and submit a written plan for the Partner Agency to successfully restore their Agency Partner agreement.

B. *TERMINATION*: An Agency Partner agreement could be terminated from the program if written plan (Section 9A) is not achieved within the agreed upon timeline.

C. *GRIEVANCE PROCEDURE*: Any Partner Agency either suspended or terminated believing they have been unjustly represented, may request (in writing) a grievance hearing within 10 working days from the date of the notice of such action. Follow up will occur within 10 working days with a verbal conversation and decision determined at that time and submitted in writing.

**If you have any questions, please call, Programs & Compliance Manager, at 419-222-7946 ext. 203 or email [Dena.Hedrick@wofb.org](mailto:Dena.Hedrick@wofb.org).**

By signing below you acknowledge your receipt of West Ohio Food Bank's Policies and Guidelines for Partner Agencies.

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Partner Agency Representative

\_\_\_\_\_

Date

\_\_\_\_\_

WOFB Chief Executive Officer or designee

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Date