



Partner Agency Agreement and Manual  
Effective 1/1/2017

Food Bank of South Central Michigan  
P.O. Box 408  
Battle Creek, MI  
269-964-3663  
[www.foodbankofscm.org](http://www.foodbankofscm.org)

Dear Partner Agency,

Thank you for choosing to partner with the Food Bank of South Central Michigan in your work to end hunger in your community. As the only regional Food Bank serving Barry, Kalamazoo, Calhoun, St Joseph, Lenawee, Branch, Hillsdale, and Jackson counties, we provide over 8 million pounds of food annually to agencies like yours. Through our national partnership with Feeding America, as well as contracts and agreements with local farmers and grocers, we are able to offer you, as a partner agency, the ability to shop from our warehouse, purchasing foods at a significant discount (often costing only \$0.19 per pound!). These collaborations allow us all to best serve the communities we love. The Food Bank has several different program opportunities for your Partner Agency. Whether you operate a food pantry, FFI (Fresh Food Initiative) site, soup kitchen, After School Pack (ASP) program, residential feeding program, or other program, we can help you make the biggest impact possible!

The details of this contract (including rights and responsibilities of both the Food Bank and Partner Agency) are outlined in the following pages. Please read, sign, and return this packet to Agency Relations P.O. Box 408 Battle Creek, Michigan 49016-0408 and keep at least one complete copy for your records. **The 2017 Partner Agency Contract replaces any former contract signed by your agency and includes updates mandated by Feeding America, as well as policy updates from the Food Bank.** It must be signed and received in our office no later than February 1, 2017. Agencies that return the signed Partner Agency Contract to our office before January 13, 2017 will receive a \$15 shopping credit added to their account. (This credit will be available on March 1, 2017) For any questions or concerns regarding this contract, please contact me directly. Thank you for your partnership and thank you for all that you do in our communities!

Sincerely,

Heather L Mauney Director of Agency Relations	269-441-4433	<a href="mailto:hmauney@foodbankofscm.org">hmauney@foodbankofscm.org</a>
Mary Stone Agency Relations Coordinator	269-441-4427	<a href="mailto:mstone@foodbankofscm.org">mstone@foodbankofscm.org</a>
Monica Rogers Eastern Region Coordinator	517-917-7115	<a href="mailto:mrogers@foodbankofscm.org">mrogers@foodbankofscm.org</a>

Partner Agency Contract  
Effective January 1, 2017

This document is an agreement made between Food Bank of South Central Michigan ("FBSCM") located at 5451 Wayne Rd Battle Creek, MI 49016-0408 and \_\_\_\_\_ ("Agency") located at \_\_\_\_\_ and replaces any previously signed agreement.

Terms of the Agency Agreement:

The Agency agrees to **all** of the following terms and conditions of this agreement. If any of these terms or conditions are violated, then FBSCM has the right, without further investigation, to stop distributing product to the agency and/or follow processes outlined in the Suspension and Termination Policy until the term(s) or condition(s) can be met:

1. **Requirements:** The Agency agrees to abide by the policies, procedures, and record keeping requirements of FBSCM.
2. **IRS Eligibility Requirements:** The Agency agrees 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 IRS code, as stated below:
  - A. **501(c)(3) or Church/Religious Organization:** The Agency agrees that it is incorporated as a 501(c)(3) Non-profit corporation or is considered a church as defined by the IRS and meets all of the criteria below for each type of eligible organization.

*Check the type of organization that the agency will qualify as:*

- 501(c)(3) Non-Profit Corporation- If this box is selected, the Agency is required to submit, prior to Agency approval:
  - ❖ A current 501(c)(3) determination letter from the IRS verifying its non-profit corporate status and verifying that it is *not* a private foundation. The Corporation name must match the name that the Agency is known by the community.
  - ❖ If the Agency name does not match the corporation name listed on the 501(c)(3) determination letter, the Agency is required to submit current (less than 2 years old) official and verifiable documentation regarding the Agency's ability to use the 501(c)(3) verification letter proving their non-profit status.
  - ❖ If the Agency does not have its own 501(c)(3) and is utilizing the 501(c)(3) status of another organization, then the Agency and its sponsor are required to complete and sign the Agency Sponsorship Agreement every 2 years.
- Church (as defined by the IRS)/Religious Organization – If this box is selected, the Agency is required to complete and submit the Church/Religious Organization Self Certification form prior to agency approval.

- B. Purpose of Incorporation and Service:** The Agency agrees that it is incorporated to serve the ill, needy and/or infants (minor children 0-18 years old). The Agency also agrees that it is not incorporated for a purpose unrelated to serving the ill, needy and/or infant (such as publication of a non-profit periodical providing information to members).
- C. Distribution without charge:** The Agency agrees that it will distribute the donated products (food and non-food items) obtained from FBSCM free of charge (monetary, volunteer hours, services or otherwise).
- D. Recipients of Distributed products:** The Agency agrees that it will only distribute donated products to recipients who qualify as ill, needy and/or infants (minor children 0-18 years old) as defined in IRS code section 170(e)(3). The Agency also agrees that it will not distribute donated products to people who do not qualify to receive the products as defined in IRS Code section 170(e)(3).
- E. Use of Donated Products:** The Agency agrees that 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 that it will comply with the restrictions on the use and transfer of donated property, as described in IRS Tax Code Section 170(e)(3) and any amendments to the Code (See the Federal Register/Vol. 47, No.21/Monday, February 1982/Rules and Regulations, pp. 4509-4512).
- F. Bartering, Selling, and Fundraising:** The Agency agrees that it will not barter, sell or use for fundraising purposes any products obtained from the FBSCM.
- 3. Area of Distribution:** The Agency agrees that it will only distribute products received from FBSCM in the areas discussed in the initial application and will discuss changes to service area with FBSCM staff. The Agency also agrees that it will not distribute any products outside of the United States and Puerto Rico.
- 4. Record Keeping:** The Agency agrees that it will maintain adequate books and records and accurately reflect the total amount of product received and distributed (or used), a description of the products and the date of its receipt. The Agency also agrees to outline its procedure for determining that the final recipient of the product is ill, needy or infants (minor children 0-18 years old). The Agency also agrees to submit required monthly service number reports to FBSCM at the specified time (no later than the 5<sup>th</sup> of the following month) as well as other reports as requested by FBSCM staff.
- 5. Availability of Records:** The Agency agrees to make its books and records, including but not limited to those which track the receipt and distribution of products obtained from the FBSCM and financial record keeping books available to the FBSCM, with or without notice.

- 6. Local, State and Federal Regulations:** The Agency agrees that it will ensure the donated product conforms to any applicable provisions of the FDC and Cosmetic act (as amended), and any regulations that follow. The Agency also agrees that it will handle products, conforming to 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 that it will store, handle and distribute products consistent with the Federal Food, Drug and Cosmetic Act and any regulations that follow and will follow food safety guidelines as outlined in this Agreement.
- 8. Food Safety:** The Agency agrees that at least one staff (paid or volunteer) person be trained in food safety from a food safety training course approved by the FBSCM. Approved trainings are FBSCM Food Safety Training Workshop, ServSafe Certification, National Restaurant Association Certification, and Food Handlers Card, or other approved safety training curriculums. The Agency also agrees that if it utilizes food provided by the FBSCM to make meals, their key food service program staff (paid or volunteer) are required to meet local commercial food safety standards.
- 9. Donor Stipulations:** The Agency agrees that it will adhere to any donor stipulations placed on donated products. If these stipulations exist, FBSCM will provide a detailed explanation prior to releasing products.
- 10. “As Is” Condition:** The Agency agrees that it will accept all products received from the FBSCM in “as is” condition.
- 11. Shared Maintenance, Transportation and Value Added Processing Fees:** The Agency agrees to pay any and all applicable Shared Maintenance and/or handling fees (Value Added Processing, Delivery Charges, Transportation fees) for the products received from the FBSCM in a timely manner.
- 12. Purchased Product:** The Agency agrees that if it should choose to purchase non-donated product then it may pay extra charges and costs associated with that product.
- 13. 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.
- 14. On-Site Inspections:** The Agency agrees to allow representatives of FBSCM, donors and government agencies to inspect and audit all facilities and vehicles where products received from the FBSCM are received, stored and distributed, with or without notice.
- 15. Authorized Agent:** The Agency agrees to have only an **authorized** agent(s) pick-up or receive products from FBSCM. The Agency also agrees to make known to the FBSCM a list of authorized agents and contact FBSCM within 5 business days when a change is made to that list.

- 16. Communication:** The Agency must provide FBSCM with a working email address and must use that email regularly (once per week minimum) as this is how FBSCM will send recall notices and other important information.
- 17. Access to One Feeding America Member Food Bank:** The Agency agrees that it will only receive food from the FBSCM and no other Feeding America Member Food Bank.
- 18. Liability Release Form:** The Agency agrees to execute and submit to FBSCM the Liability Release Form, and any other liability release forms that FBSCM may require at any time.
- 19. Operating Schedule:** The Agency must operate at regularly scheduled times and these service times must be posted within easy sight of clients and potential clients. The Agency must also communicate these service times, and any changes, including weather closures, to FBSCM. The Agency must also have in place a system for notifying clients and potential clients of unexpected closures (weather, emergency, etc...)
- 20. Active/Inactive Agency Designation:** The Agency agrees that it will obtain products from FBSCM at least every 3 months (4x per calendar year) to be deemed an Active Agency. (\*Exceptions to this requirement are those agencies who are designated "Holiday" or "After School Pack" in which case, the Agency must order at least once for Holiday and twice for After School Pack Agencies each calendar year.) If the Agency becomes inactive, then the Agency will not be allowed to obtain products from FBSCM. The Agency agrees that an updated Partner Agency Contract and monitoring visit **may** be required prior to being reinstated as an Active Agency and allowed to obtain products from FBSCM again.
- 21. Termination of Agency Agreement:** The Agency or FBSCM can terminate this agreement, with or without cause, at any time.
- 22. Suspension and Termination Policy:** The Agency agrees that it has received, read, and understands FBSCM's Suspension and Termination Policy.
- 23. Multiple Locations and Sub-distribution:** The agency agrees that it will only receive and store product from FBSCM at multiple locations if: 1. all locations individually meet the requirements of this agreement, 2. have been inspected and, 3. are approved by FBSCM 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. (In the rare case of an exception, contact FBSCM before sharing product with another agency)***

**24. FBSCM Partner Agency Handbook:** The Agency agrees that it has received and will abide by the rules, regulations and guidelines at all times set forth by FBSCM Agency Handbook.

**25. Order Fulfilment and Pick Up:** The Agency agrees that it is fully responsible for ensuring adequate and safe transportation and volunteer support for food order pick up, whether at the FBSCM Warehouse or tailgate location. This includes, but is not limited to, providing tarps, blanket, or other materials to cover food during transport, providing enough volunteers to quickly and safely load ordered items into vehicles, and providing enough vehicles for safe transport. If adequate transportation and volunteer support is not provided by the Agency, FBSCM reserves the right to deny order pick up. In the event FBSCM denies a pick-up due to inadequate transportation or volunteer support, the product will go back into the inventory list and the Agency will have to reschedule their pick up.

The Food Bank of South Central Michigan reserves the right to update or modify this agreement as needed. In the case of updates or modifications, an addendum will be added to the initial agreement and signed and dated by representatives from FBSCM and the Agency.

**The Agency's authorized representative's signature below confirms that the Agency is accepting and agrees to abide by all terms of this agreement.**

\_\_\_\_\_  
Agency's Signature (must be signed by the highest authority in the organization, who is responsible for any and all actions of the organization)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of representative who signed this agreement

**FBSCM Representative Signature:**

\_\_\_\_\_

## Suspension and Termination Policy

The Food Bank of South Central Michigan (FBSCM) reserves the right to place a Partner Agency (Agency) on suspension for a period of **up to** three (3) months for noncompliance. If the Agency become compliant and adheres to outlined policies during the suspension period, suspension will be lifted with no further action taken. If the Agency refuses to become compliant within the suspension period, FBSCM will terminate that partnership agreement with the Agency. Agency must wait at least 12 months (one calendar year) after termination date to apply again to become a Partner Agency. During the suspension period, the Agency **may** be able to order and receive food (unless suspension is for nonpayment) from FBSCM; however, limits will be placed on amount, type, and frequency of Agency availability to order. These limits will be at the discretion of FBSCM staff. Agency may also be subject to additional monitoring visits from FBSCM staff. Possible reasons for suspension are outlined below.

1. The Agency is significantly delinquent in payment of shared maintenance fee/service charge. See Accounts Receivable Policy for details.
2. The Agency transports and/or stores product improperly.
3. The Agency does not comply with required recordkeeping and reporting, including reporting pounds collected through store rescue, if applicable.
4. The Agency does not comply with required education and training (specifically, Civil Rights Training and food safety training).
5. The Agency is found to be in violation of any applicable state or local statute, ordinance, code or regulation.
6. The Agency is not open to the general public and is found distributing donated product to unqualified recipients or exclusive groups such as a clubs, sports teams or church congregations.
7. The Agency discriminates in any way based on race, religion, sexual orientation, native language, or other protected class as outlined in the required Civil Rights Training.
8. The Agency requires participation in a religious service of any type prior to receiving food.
9. The Agency has no screening process to determine if recipients qualify for services.
10. The Agency refuses attempts by FBSCM staff to monitor, inspect, or otherwise visit.
11. The Agency relocates, changes days/hours of service without informing FBSCM within 5 business days.
12. The Agency sells, trades for profit, or otherwise mismanages food received from FBSCM.
13. The Agency repeatedly disregards food safety guidelines.
14. Any other reason found by FBSCM staff which violates the policies and procedures of the FBSCM as outlined in this Agency Manual.

### **GRIEVANCE PROCEDURE**

Agencies may voice concerns or appeal any decisions made by FBSCM staff. Place your concerns in writing and send to:

Director of Agency Relations Food Bank of South Central Michigan P.O. Box 408 Battle Creek, MI 49016-0408.

All appeals will be reviewed by the Director, Executive Director, and/or Board of Directors. A written response to the appeal will be issued within 30 business days.

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Agency Representative Signature

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Date

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Agency Representative Printed Name



## Accounts Receivable Policy

An invoice detailing payment owed to FBSCM will be sent to each Agency within 5 business days of purchase. Payment is due to be received at FBSCM within 30 days of the invoice date. Checks made payable to "Food Bank of South Central Michigan" and including Agency Name and Code and Invoice Number will be accepted for payment. The below procedure will be followed for those balances reaching 60 days due.

**Step 1** Once a balance due reaches 60 days, the Account Services Coordinator will include a payment request letter from the Finance Department requesting payment within 15 business.

**Step 2** If payment is received in response to Step 1, no further action will be necessary. If payment is not received, agency will be referred to Agency Relations for direct follow up.

**Step 3** Follow up action may include a personal phone call, email, or site visit, depending on Agency Relations staff decision and abilities and amount owed. At point of follow up contact, Agency Relations staff is encouraged to discuss payment options with the agency in question. Payment options may include immediate payment in full, postponed payment in full, or other arrangements as agreed upon by both Food Bank staff and authorized Agency Representative.

**Step 4** If payment is received or other arrangements made, no further action is necessary. If no payment is received and agency is not 1) responsive to communication attempts or 2) not willing or able to pay balance owed or make suitable payment arrangements, agency will be placed on hold until balance is paid in full.

**Step 5** Once an agency has been placed on product hold due to owing a past due balance, said agency will NOT be eligible to be removed from product hold until such time as balance has been restored to \$0 and Food Bank staff has monitored and worked with agency to ensure that future balance issues do not become a concern.

## Food Safety Guidelines

The Food Bank of South Central Michigan (FBSCM) takes food safety quite seriously and expects Partner Agencies to do the same. The following food safety guidelines are in place to enable us (and, by extension, you) to best serve those in need in our community. Please refer to this guide often and have it available for all volunteers and staff to use when questioning the safety of a food item or handling practice.

Food Type	Pick-up Guidelines	Storage Guidelines
<p><b>Meat, fish, and shellfish</b> (raw and cooked; includes cooked rotisserie chicken)</p> <p><b>Prepared foods</b></p> <p><b>Ice Cream</b></p>	<p>-Frozen solid 0F or below</p> <p>-Frozen on or before “sell by” or “use by” date</p>	<p>-0F or below</p> <p>-If frozen, can keep up to 3 months after product received</p> <p>-If not frozen, freeze immediately and can keep for up to 3 months</p>
<p><b>Dairy</b>- includes all of the following (Milk, half and half, whipping cream, yogurt, cheese, soy products, dips, butter, margarine, etc...)</p> <p><b>Eggs &amp; egg substitutes</b></p> <p><b>Bakery products</b></p> <p><b>Individually packed sandwiches</b></p> <p><b>Cut produce and leafy greens</b></p> <p><b>Deli items</b>- includes all of the following (potato salad, coleslaws, bean salads, macaroni salads, pork and beans, desserts, etc...)</p>	<p>-41F or below</p> <p>-No more than 1 day past “sell by” or “use by” date</p>	<p>-41F or below</p> <p>-If frozen, can be kept a maximum of 3 months</p> <p>-Store allergens (eggs, fish, milk, soy milk) separate from each other and away from other products</p> <p>-Raw, whole eggs should <b>NOT</b> be frozen</p>
<p><b>Shelf stable products</b></p> <p><b>Canned products</b></p> <p><b>Jarred products</b> (Ketchup, mustard, BBQ sauce, steak sauce, pickles, relishes, jams, jellies, preserves, salad dressings, salsas, mayonnaise, peanut butter, etc...)</p> <p><b>Bakery items</b> (bread, rolls, bagels, cakes, cookies, donuts, muffins, etc...)</p> <p><b>Dry products</b> (flours, pastas, rice, grains, beans, lentils, etc...)</p>	<p>-Room temperature</p> <p>-Must be sealed</p>	<p>-Clean and dry storage rooms or warehouse</p> <p>-Flours, pasta, lentils, dry beans, grains should be refrigerated if not to be used within 3 months</p> <p>-Store allergens (peanuts, almonds, Brazil nuts, cashews) separate from each other and away from other products</p> <p>-Bakery products should be frozen if not to be used within 48 hours</p>
<p><b>Non Foods</b> (paper goods, health and beauty aids, OTC medications, vitamins, cleaning supplies, etc...)</p>	<p>-Room temperature</p> <p>-ALL chemicals <b>MUST</b> be transported and stored separately from each other and away from food products</p>	<p>-Clean and dry storage rooms or warehouse</p> <p>-ALL chemicals <b>MUST</b> be stored separately from each other and away from food products</p>
<p>Whole produce</p> <p><b>**Not all whole produce needs to be refrigerated**</b></p>	<p>-Clean and dry storage</p>	<p>-Clean and dry storage rooms or warehouse</p>

Food Type	Unacceptable	Acceptable
Canned goods	<ul style="list-style-type: none"> <li>-Unlabeled</li> <li>-Cannot read label</li> <li>-No codes on can</li> <li>-Severely dented</li> <li>-Dented rims</li> <li>-Very rusty</li> <li>-Leaking</li> <li>-Bulging or swollen</li> </ul>	<ul style="list-style-type: none"> <li>-Properly labeled and coded</li> <li>-Package not damaged</li> <li>-Small dents not near rim or seal</li> <li>-Rust that can be easily wiped off</li> <li>-No refrigeration required</li> </ul>
Jarred goods (glass or plastic)	<ul style="list-style-type: none"> <li>-Unlabeled</li> <li>-Cannot read label</li> <li>-No codes on jar</li> <li>-Leaking</li> <li>-Broken leak proof or vacuum seal</li> <li>-Not in original container</li> <li>-Broken/cracked jar</li> </ul>	<ul style="list-style-type: none"> <li>-Labeled clearly and coded</li> <li>-Package not damaged</li> <li>-Intact seal</li> <li>-Original container</li> <li>-Vacuum seal intact</li> <li>-No refrigeration required</li> </ul>
Packaged dry goods	<ul style="list-style-type: none"> <li>-Unlabeled or cannot read label</li> <li>-No codes on package</li> <li>-Interior package open, exposing product</li> <li>-Not in original package</li> <li>-Product appears off color</li> <li>-No ingredient list</li> <li>-No allergen disclaimer statement</li> <li>-Not completely covered/wrapped</li> <li>-Not wrapped in approved food-safe packaging</li> <li>-Packaging is damaged, wet, or stained</li> <li>-Products smells or looks bags</li> </ul>	<ul style="list-style-type: none"> <li>-Clearly labeled and coded</li> <li>-Interior package intact with no product exposure</li> <li>-Outer package can be damaged as long as interior packaging is intact</li> <li>-In original package</li> <li>-No mold, bad odor, etc...</li> <li>-List of ingredients or an allergen disclaimer statement available</li> <li>-Packaged in food-safe packaging</li> <li>-No visible mold, no bad odor, etc...</li> <li>-No refrigeration required</li> </ul>
Refrigerated products (ready to eat meats, eggs, liquid eggs, etc...)	<ul style="list-style-type: none"> <li>-Not in original package</li> <li>-Cannot read ingredient statement</li> <li>-Outer package is wet or stained</li> <li>-Inner package is damaged, exposing product, wet, or stained</li> <li>-No "use by" or "sell by" date</li> <li>-Stored above 41F</li> </ul>	<ul style="list-style-type: none"> <li>-No damages to inner packaging</li> <li>-Within 1 day of "sell by" or "use by" date</li> <li>-Stored at 41F or below</li> <li>-Shell eggs can be used up to 7 days past "sell by" date</li> <li>-Liquid eggs can be used up to 72 hours after "sell by" date</li> </ul>
Whole produce	<ul style="list-style-type: none"> <li>-Moldy</li> <li>-Decayed</li> </ul>	<ul style="list-style-type: none"> <li>-No mold or decay</li> </ul>
Cut or sliced produce Salads, diced tomatoes, coleslaws, fruit salads, etc... (All cut or sliced produce MUST be refrigerated)	<ul style="list-style-type: none"> <li>-Moldy or decayed</li> <li>-Stored over 41F</li> <li>-If used in salad bars</li> <li>-More than 1 day past "sell by" date</li> </ul>	<ul style="list-style-type: none"> <li>-Stored under 41F</li> <li>-In good condition, not moldy, decayed</li> <li>-No bad odor</li> </ul>

<p>Raw meats and fish</p>	<ul style="list-style-type: none"> <li>-Not frozen solid</li> <li>-Stored above 0F</li> <li>-Not frozen by “sell by” or “use by” date</li> <li>-Product shows signs of freezer burn</li> </ul>	<ul style="list-style-type: none"> <li>-Frozen solid</li> <li>-Stored continuously at 0F or below</li> <li>-No freezer burn</li> <li>-Fish packed separately</li> <li>-Shellfish packed separately</li> </ul>
<p>Prepared frozen foods</p>	<ul style="list-style-type: none"> <li>-Not in original package</li> <li>-Cannot read package</li> <li>-Interior packaging is wet, open, damaged, or stained</li> <li>-Exterior packaging is wet or stained</li> <li>-No “use by” or “sell by” date</li> <li>-More than 1 day has passed “use by” or “sell by” date</li> <li>-Not frozen solid</li> <li>-Stored above 0F</li> <li>-Product shows signs of freezer burn</li> <li>-Not packaged in approved food safe packaging</li> <li>-Products smells or is discolored</li> </ul>	<ul style="list-style-type: none"> <li>-In original package with no damage to interior packaging</li> <li>-Packaging is clearly labeled and able to be read</li> <li>-Not more than one day since “use by” or “sell by” date</li> <li>-Stored at 0F or below</li> <li>-No signs of freezer burn</li> </ul>
<p><b>Allergen information must be clearly marked on ALL products not in original packaging. The 8 major allergens as listed by the FCA are:</b></p> <ol style="list-style-type: none"> <li>1. Wheat</li> <li>2. Soy</li> <li>3. Eggs</li> <li>4. Dairy (Milk and milk containing products)</li> <li>5. Peanuts</li> <li>6. Tree Nuts (Almonds, walnuts, pecans, coconut, etc...)</li> <li>7. Fish</li> <li>8. Shellfish (Shrimp, lobster, Crab)</li> </ol>		<p>*Products containing these allergens must be stored separately from other food products</p>
<p><b>From the USDA regarding labeling:</b></p> <p>“...Canned foods are safe indefinitely as long as they are not exposed to freezing temperatures, or temperatures above 90 °F (32.2° C). If the cans look ok, then</p>	<p>they are safe to use. Discard cans that are dented, rusted, or swollen. High-acid canned foods (tomatoes, fruits) will keep their best quality for 12 to 18 months; low-acid canned foods (meats, vegetables) for 2 to 5 years.”</p>	<p>No Federal agency (FDA, USDA, etc...) requires that food products be labeled with an expiration date. The only exception to this is marketed baby food. All other labeling systems are at the discretion of the manufacturer. As long as an item is stored correctly and remains undamaged, it will be suitable and safe for consumption.</p>

## Record Keeping and Reporting

As a Partner Agency (Agency) of the Food Bank of South Central Michigan (FBSCM), you must keep and report accurate data regarding the numbers and types of people served at your agency each month. If your agency operates more than one type of program (i.e. food pantry and soup kitchen or FFI and After School Packs) **separate records for each program must be kept**. These records must be submitted to FBSCM no later than the 5<sup>th</sup> of the following month. For example, reports for January are due no later than the 5<sup>th</sup> of February. FBSCM uses this data in several ways; when applying for (and designating) grant funds, reporting to Feeding America, and in the Annual Report, to name a few. Without your cooperation in this regard, FBSCM is unable to meet the qualifications required to remain *your* Food Bank. Two forms are included in this agreement. The first is the required client intake form (required for agencies who receive TEFAP/USDA products). The second is an *optional* form that will be used to track data relevant to grant reporting and applications. *While we do ask that you utilize this optional form, it is not required*. If you choose to utilize this form, please be very clear with our clients that it is *optional* and will not impact their ability to receive food. All information asked of clients is self-declared and no verification or proof is required.

### **\*Please note that no agency can ask for or require a client's social security number\***

The following verbiage must also be included on any *required* sign in form and easily available for clients to see, read, and understand.

“The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of 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 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.) If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

USDA is an equal opportunity provider and employer.”

Each month, a report of your previous month's service numbers must be submitted to FBSCM. Reports are submitted online via Primarius. If your agency does not submit your monthly report by the due date, your agency may be placed on product hold until the report is received. For questions regarding how to report, or with issues regarding compiling the monthly report, please contact Agency Relations at the FBSCM.

Temperature logs for dry, refrigerated, and freezer storage are required. A blank copy is included in this manual.

If the Agency participates in direct store rescue, pound reports must be submitted by the 5<sup>th</sup> of the following month (same as the monthly service report).

Agency Name: \_\_\_\_\_ Food Bank ID \_\_\_\_\_ Service Month \_\_\_\_\_

First Name, Last Initial	Zip Code	Total # in Household	# children	# adults	# Seniors	# on disability	# Veterans
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

The information on this form is used SOLELY for internal data collection by the Food Bank of South Central Michigan and is **NOT required to receive food or services** from this or any affiliated agency. Information provided will be kept private and will only be used to collect general information and for reports sent to funders and potential funders. In the case of data release, names will be kept private. **Completing this form is voluntary and optional. Not completing this form will NOT impact your ability to receive food or services from this Agency.** For questions related to the information asked for on this form, please contact the Food Bank of South Central Michigan at 269-964-3663.

Agency Name \_\_\_\_\_

Site Address \_\_\_\_\_

Food Bank ID \_\_\_\_\_

Distribution Date \_\_\_\_\_

This table shows a gross income for each household size  
Based on 200 Percent Federal Poverty Income Guidelines

Household Size	Annual	Monthly	Weekly
1	\$23,540	\$1,962	\$453
2	\$31,860	\$2,655	\$613
3	\$40,180	\$3,348	\$773
4	\$48,500	\$4,042	\$933
5	\$56,820	\$4,735	\$1,093
6	\$65,140	\$5,428	\$1,253
7	\$73,460	\$6,122	\$1,413
8	\$81,780	\$6,815	\$1,573
For each additional family member add	\$8,320	\$693	\$160
<b>Please read the statement below carefully and then complete requested information and sign.</b>			

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](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 Ave SW, Washington, D.C. 20250-9410.; 2) fax: (202) 690-7442; 3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider."

By signing this form, I declare that I am either: 1) In need of emergency food, or 2) A participant in an income-based program such as WIC, CSFP, Cash Assistance (FIP), or Food Stamps (FAP), or 3) In a household where the income falls at or below the posted federal poverty guidelines.

	Print Name	# in Household	Street address & City	Signature
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

