



## Membership Handbook

### Our Mission

Our mission is to feed Southwest Virginia's hungry through a network of partners and engage our region in the fight to end hunger.

#### **Abingdon Distribution Center**

21452 Gravel Lake Road

Abingdon, VA 24211

(276) 628-9266

#### **Salem Distribution Center**

1025 Electric Road

Salem, VA 24153

(540) 342-3011

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## Feeding America Southwest Virginia

Our mission is to feed Southwest Virginia's hungry through a network of partners and engage our region in the fight to end hunger.

Feeding America Southwest Virginia has served the 26 counties and associated municipalities that make up Southwest Virginia for over three decades. As the leader in hunger relief in this region, FASWVA distributes more than 20 million pounds of food annually to nearly 400 partner agency soup kitchens, rescue missions and food pantries.



For more information visit our website at: [www.faswva.org/](http://www.faswva.org/)

## Programs and Related Information

Feeding America Southwest Virginia (FASWVA) is a storage and distribution center for donated food and other related products. Millions of pounds of product are transported, received and stored at the Food Bank. The product is made available to non-profit partner agencies that provide the product, at no charge, to children, the ill, elderly and disadvantaged.

## **Types of Agencies**

FASWVA provides food and services to a variety of non-profit community based agencies.

### **Food Pantry**

Food pantries are partner agencies that distribute food regularly each month to food-insecure individuals. The food is consumed off-site.

### **Soup Kitchen**

Soup kitchens are partner agencies that serve meals to clients on site and on regularly scheduled days and hours.

### **Shelter**

Shelters are partner agencies that conduct on-site programs specializing in a specific area in regard to client needs. Examples are substance abuse recovery house, homes for people with mental disabilities and facilities for troubled youth.

### **USDA**

USDA agencies are partner agencies that also provide USDA commodities to their clients.

### **Child and Adult Care Food Program (CACFP)**

CACFP is a program that provides services to school age children. This service is supported by the Child and Adult Care Food Program and requires that meals/snacks meet specific requirements established through the United States Department of Agriculture.

### **Summer Food Service Program (SFSP)**

SFSP is a program that provides children under the age of 18 to get breakfast, lunch, dinner and/or snacks during summer months, who qualify for free and reduced-price meals during the school year. This service is supported by the Summer Food Service Program and requires that meals/snacks meet specific established through the United States Department of Agriculture.

### **Backpack**

Backpack agencies provide food to help students eat during weekends and school vacations. Backpacks are filled with food and other product and discreetly distributed to children to take home on the last day before the weekend or school vacation. The food products should be child-friendly, nonperishable, easily consumed, and vitamin fortified.

Some agencies have expanded the backpack program to provide additional food to senior citizens in their community.

## **Types of Partner Programs:**

### **Partner Pickup Program**

As a partner agency of the Food Bank, some pre-approved agencies have the opportunity to directly pick up food and other product donations from area restaurants and grocers. This food rescue program accounts for thousands of pounds of safe and consumable food each month. Only agencies that have been certified to ensure safe food handling procedures may participate in this program. Agencies must remain current with ServSafe training. Agencies must be assigned by the Food Bank to the pick-up locations.

### **Purchased Food Program**

In recent years, there has been a sharp increase in the amount of need in the communities served by our partner agencies. Unfortunately, the volume of donated product is not able to meet this growing need. To help, the Food Bank purchases, at wholesale cost, some items necessary for good nutritious meals. These savings are passed along to our member agencies. Although this is not donated food, we feel that the products are good, wholesome and very affordable. For more information, contact Food Procurement.

## Member Information

All Food Bank member agencies are expected to follow regulations established by FASWVA related to the proper handling, storage and distribution of donated product.

## General Requirements

The following are the minimum requirements for partner agencies:

- Be a 501c3 organization or sponsored by a 501c3 or 10x14.
- Have a valid email address that is checked at least weekly.
- Respond promptly to FASWVA correspondence.
- Monthly reports are submitted to FASWVA by the 5<sup>th</sup> of the month.
- Set distribution day and time.
- Promptly notify FASWVA of any changes in location, operating hours, key personnel, contact information, program type or storage capacity.
- Clean storage facility with good ventilation for product storage, which can be locked and has limited access.
- Product must be 6 inches off the floor and away from the walls.
- System in place to ensure older product is distributed first and that product is not distributed that is older than the product shelf life.

## Mandatory Training

The Food Bank strives to be good stewards of the foods and other items that are donated to it. In order to be good stewards, we must ensure that partner agencies follow the rules and guidelines that have been put into place to make sure that donated products are used properly. To this end, the Food Bank provides mandatory training from time to time.

***All mandatory trainings must be attended by at least 1 member of your organization.***

Partner agencies must attend a Food Safety Training session coordinated by the Food Bank or take ServSafe online food safety training course at least once every two years. Agencies that fail to attend food safety training may be suspended from receiving perishable items.

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.

## Nutrition Education

Free classes are offered by Virginia Cooperative Extension to help improve nutrition, food safety, sanitation and other life skills of clients served by partner agencies. Contact an Agency Relations Representative for more information.

## Site Visits (Monitors)

Site visits occur at a minimum every 2 years. These visits provide an opportunity for FASWVA personnel to get to know more about the operations and concerns of the agency.

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

Member agencies must allow a Food Bank representative to visit and are required to do the following:

- Make an agency representative available to assist during the monitor.
- Allow the storage facilities to be inspected during the monitor.
- Be prepared to review reporting and record keeping procedures.

A visual check of the facility is done to verify that:

- Your facility is clean, organized and can be locked.
- Food is stored off the floor and at the proper temperature.
  - Temperature logs are kept for refrigerated and/or frozen products.
  - Temperature readings must be taken minimally one time per week, or three times per week for USDA product
  - Logs must be retained for three years by the agency.
- Trash cans are clean and covered.
- Pest deterrents are in place.

We will ask to see:

- Food Bank product receipts and correspondence.
- The method you use to contact clients. This information is required to include the client's name, address and phone number. This information is crucial in the event of product recalls.

We will confirm and update:

- Agency phone numbers and contact information for food referrals and agency business, along with agency e-mail address.
- Agency distribution day(s) and hours and any special requirements for clients.
- Agency mailing address, if different from the agency's location.
- Current agency personnel, including director(s) and authorized selector(s).

After the site visit, a member of the Agency Relations team will confirm the outcome, in writing. Any necessary corrective action must be completed and reported back to FASWVA by the required date. Failure to take corrective actions and/or to notify FASWVA in writing may result in the agency's suspension.



## Financial Information

### Membership Fee

All member agencies will be charged an annual membership fee of \$75.00 to help cover the cost of postage, printing, and other overhead expenses. Your statement will reflect this fee.

Any agency that does not pay membership fees in a timely manner will be placed in an inactive file until fees are paid. An **additional \$25.00 reactivation fee** may be charged.

### Handling Fee

Collecting, sorting, packaging, handling and storing donated food costs money. Member agencies agree to help off-set a portion of these costs through a shared maintenance fee that is assessed on product received. This is sometimes referred to as a handling fee. The current fee is 19 cents per pound.

### Delivery Fee

Feeding America Southwest Virginia can deliver product to some partner programs. To help offset fuel costs, there is a \$100 fee per delivery, and programs must place a minimum 750-pound order to qualify for delivery. Due to the logistics of scheduling, FASWVA is not able to deliver to all partner programs.

### Credit Limits

FASWVA issues all member agencies a line of credit with which to acquire products for their organization. All new members are assigned a \$250 credit limit. After 6 months of membership activity, the limit can be re-evaluated taking into account the number of people being served, established payment history and timely reporting of monthly data. If warranted, the credit limit for the program(s) will be adjusted upward.

This is a non-revolving line of credit and your **balance must be paid in full by the 15th** of each month. A penalty may be charged for payments not received within 30 days.

If your account does become delinquent, the person listed as Director will be responsible for the balance. If the balance is not paid, we reserve the right to begin collection proceedings.

## Invoices

An itemized invoice is provided when food and other product are picked up at FASWVA or when a delivery is received. **Please check this invoice for accuracy and sign before you leave the branch or accept delivery.**

Once the invoice is signed, you have agreed that your agency has received the product listed on the invoice and that you can safely store the product.

1. Food Bank invoices must be kept on file for at least one year.
2. Invoices must be signed at the time product is received by the agency. Only agency staff member or volunteers on record as signing a handbook waiver may sign.

**The Food Bank strongly encourages agencies to have insurance to cover liability of loss of product.**

## Payment

Checks, money orders and credit cards must display your organization's name. If you are a sponsored organization, the payment medium must be in the sponsor's name. Cash, personal checks or personal credit cards cannot be accepted for payment.

Agencies with accounts over 120 days past due will be made temporarily inactive until some kind of payment is received or a payment schedule is created in collaboration with the Food Bank's Finance department.

Checks returned for lack of funds will result in a fee assessed to the agency.

## Regulations

### Use of Donated Food and Other Product

At no time can any agency or agency member solicit or require money in exchange for the food and other product received from the Food Bank.

***Donated food is not to be used at any type of fundraising event or church meal***

Food and other product cannot be bartered, used as prizes at events or sold. No one should be made to feel it is necessary to donate money, volunteer or attend a service to receive food and other product. Donation jars at your distribution site are not allowed.

***If an agency is found mishandling Food Bank product in any way, disciplinary actions will follow, including removal from Food Bank membership.***

All products MUST go to children, the ill, elderly and disadvantaged, at no charge.

### Notice to the Public of Availability

Partner agencies that provide emergency services to the community must have signage with days and hours of operation listed in a visible location on the outside of the building.

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 on the voicemail box/answering machines.

### Client Rules and Rights

Any client rules or regulations must be in the form of a written policy to avoid discrimination or inconsistencies in how clients are treated. This information should be placed in a very visible area for clients to see. These policies should be approved by the agency's Board of Directors or other leadership body.

Clients may not be discriminated against. An agency found in violation of this policy may be terminated as a Food Bank partner agency.

### Storage and Handling

Your agency must have the adequate storage capacity to receive, store and distribute all product from Feeding America Southwest Virginia safely.

It is recommended that dry food items be stored at temperatures near 70 degrees Fahrenheit or less. This leads to longer shelf life than storage at much higher temperatures. Grains and produce may be stored in a cooler to ensure safety and may be stored in plastic boxes for extra protection against pests.

Temperatures must be kept between 33-39 degrees for refrigerated products and at or below 0 for frozen product.

## Religious Proselytizing

Agencies may not discriminate against clients on the basis of religious preference or status. Partner agencies cannot require clients to pray, worship or to receive religious messages as a condition of receiving food and other product. Partner agencies are welcome to invite clients to participate in religious services, but this must not be done during the distribution process. If a recipient does not wish to participate, their decision must be respected.

## Monetary Contributions

Partner agencies must not actively request clients to provide “donations” or in any way infer that donations are required to receive food and other product, since it might be construed as payment for food and other product. If an agency does receive donations from recipients, it must be done as explained below or the agency risks suspension of privileges or termination as a Food Bank partner agency.

1. Agencies may set up donation canisters, jars or boxes, but these must be 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 recipients are donating and which are not (e.g., waiting areas, at the main desk, intake areas).
2. Agencies may not charge any fees for food and other product boxes, transportation, etc. to clients to cover operating expenses. Partner agencies also cannot strongly encourage clients to donate. Agencies that charge fees to recipients or request clients to provide “donations” will be terminated from the Food Bank.

## Unauthorized Use of Food Bank Product

1. Religious organizations may not use Food Bank product for any religious functions, including, but not limited to church dinners.
2. Food Bank product may not be consumed or used by the agency’s program staff unless the following conditions are met:
  - a. Program staff in group home, shelter, soup kitchen or other on-site agencies may consume Food Bank product when client meals/snacks are served. Primary service must be to clients. At least 70% of the recipients of the meals/snacks must be clients.
  - b. If a program staff member has a legitimate need because of an emergency situation, a pantry program may provide them with groceries. This distribution of food and other product must be documented on agency record keeping forms. Distribution of food and other product to staff or volunteers should not be done on a routine basis.
3. Food Bank products may not be used for the purpose of fund-raising either as prepared food (such as spaghetti dinners or bake sales) or as “prizes.”
4. Agencies must not redistribute Food Bank product to other agencies without consulting Food Bank staff first.
5. Agency “volunteers” may not receive food in exchange for their service. 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 and other product in a different manner from other recipients (i.e., they may not receive preferential

treatment). They also may not “cherry pick” product or set it aside before distribution to other recipients. It is preferred that they receive assistance on a day they are not volunteering with the agency.

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.

### **Violations of Partner Agreement**

FASWVA may suspend or terminate a partner agency if they are found to be in violation of the policies listed in this manual.

1. Selling, bartering or exchanging food bank product (including Partner Pickup product) for profit or gain.
2. Falsifying records and/or agency distributions.
3. Lack of security at the agency site which could cause product to be lost or stolen.
4. Mistreatment of food and other product recipients.
5. Using Food Bank or other donated product (i.e., retail recovery items and food drive received from retailers) for personal gain.
6. Any violation of Food Bank policy regarding the agency’s capacity or ability to store, transport or distribute product safely. This includes NOT transporting cold and frozen items properly.

## Agency Reporting Requirements

Agency records must be legible and organized. They should be kept on site and made available for site visits. Partner agencies are required to keep books and records, including invoices, which accurately reflect the total amount of product received and distributed, and monthly reports and FASWVA communications for a minimum of 3 years.

Information should be sent to:

Abingdon Agencies: [abgprograms@faswva.org](mailto:abgprograms@faswva.org)

Salem Agencies: [salemprograms@faswva.org](mailto:salemprograms@faswva.org)

CACFP/SFSP Agencies: [kidsprograms@faswva.org](mailto:kidsprograms@faswva.org)

Backpack Agencies: [salemprograms@faswva.org](mailto:salemprograms@faswva.org)

## Monthly Reports

All agencies must complete the appropriate monthly reports for their program type(s).

**Every** agency must submit an “Agency Monthly Distribution Report” to the Food Bank by the 5<sup>th</sup> of the each month. Partner programs that do not submit reports may have their selection privileges suspended until the reports are received.

**Please note** that agencies that fail to submit reports for **two consecutive months** will be temporarily suspended and unable to receive food. Agencies that repeatedly fail to submit monthly reports can have their Food Bank partnerships terminated.

## Temperature Logs

Do not put food in the unit, unless it is at the correct temperature. If you have a new unit or it has been without power for a day or more, confirm and record that temperatures are within acceptable range one week before putting product back in. **Refrigerators and freezers must be clean and in working order.**

Every refrigerator and/or freezer used to hold product **MUST** be identified on the temperature log and the temperature reading documented: at least 1x per week for NON-USDA agencies; at least 3x per week for USDA agencies.

Refrigerators: Temperatures must be kept between 33-39 degrees for refrigerated products.

Freezers: Temperatures must be kept at 0 or less for frozen product.

Thermometers need to be checked periodically for accuracy. Readings that are the same from week to week and month and month may indicate that the thermometer is not functioning properly.

Note any change to cubic feet must be submitted to the Food Bank in writing within seven days. To determine the cubic feet of a unit measure the length, width and height; multiply length x width x height and then divide by 1728. If you are unable to measure the inside of the unit, then measure the outside dimensions and multiply by 55%.

Please list the name or number of the unit and the cubic feet separately when submitted to the Food Bank.

### **Pest Control Logs**

Document your pest control procedures. If conducting the pest control without a professional exterminator, document what and when you treated for pests. Traps, glue boards, etc. must be checked weekly. Document the dates checked and the results.

Pest control logs must be available during site visits.

If you have an infestation problem, do not handle it yourself, call an exterminator.

## Forms Usage Guidelines

<b>Form Name</b>	<b>When Due</b>	<b>Comments</b>
Agency Change Form	Whenever you change agency information	Copy form for future use
Agency Director's Agreement	Due at first monitor or when you have a new Director	Copy in Membership handbook and faswva.org
Agency Monthly Distribution Report	By the 5th of each month for the preceding month	If no distribution, file a report of "0"
Agency Sponsorship Letter	We will pick it up at your	Only needed if your agency
EFO Outlet Agreement	New Agreements issued in June of each year	Only needed if your agency will be USDA
Membership Application	Complete prior to membership	
Membership Handbook	Keep with your agency records	Agency Director's Agreement & Selectors Waiver are to be turned in (see respective descriptions)
Self-Declaration of Income (SDI)	January 5 & July 5, yearly	USDA recipients sign per distribution;
Self-Declaration of Income (SDI) Cover Sheet	January 5 & July 5, yearly	Agencies include number of forms turned in
Selectors Waiver	Whenever you want to add/delete selectors	Located on last page Membership Handbook
Temperature Log	Keep with your agency records; reviewed during monitors	Record refrigerator & freezer temperatures weekly if non-USDA; 3X weekly if USDA
10 of 14 check-off	Complete prior to membership	Submit if you don't have IRS form #1045 or other proof of 501(c)(3)
USDA Inventory form	By the 5th of each month for preceding month	USDA agencies attach to Monthly Report; if no distribution file a report with "0" entered for HH and Individuals
<b>Always include Agency Name &amp; Agency Number on Correspondence</b>		
<b>Email Directions:</b> put in subject line -- Agency Number & what's attached (e.g.: A00123 November 2014 Monthly Report)		



## Agency Changes

### Changes in Personnel

Please notify the Food Bank of any operational changes. This includes changes in days and hours of service, additions or terminations of programs and changes to the facility or storage capacity.

Please notify the appropriate Food Bank branch concerning address, phone number and email address changes. Without these types of updates, we will not be able to reach agency contacts or mail newsletters and other important information.

The agency director, program coordinator or religious organization leadership (pastor, rabbi, etc.) should submit any changes **in writing** on agency letterhead. A new director needs to go through an agency orientation at the Food Bank.

### Selector Changes

All product selectors must have read and signed the waiver form stating that they have reviewed and understand the Membership Handbook. All new selectors should attend an orientation session and read the membership handbook before their first visit.

Individual selectors may be banned, at the discretion of the Food Bank, from selecting product at the Food Bank for violations of the "Warehouse Guidelines". Selectors may also be banned if they do not treat staff, volunteers or other agencies with respect or if they disrupt the operation of the warehouse.

## Delivery Information

Feeding America Southwest Virginia can deliver product to some partner programs. To help offset fuel costs, there is a \$100 fee per delivery, and programs must place a minimum 750-pound order to qualify for delivery. Due to the logistics of scheduling, FASWVA is not able to deliver to all partner programs.

An authorized selector must be available to receive the delivery. The FASWVA driver will arrive at your site within 2 hours of the scheduled time. If unforeseen circumstances prevent our team from arriving during this time period, we will contact your program staff and volunteers or will arrange for delivery at an alternative time. If the authorized selector is unavailable when FASWVA's driver arrives, they should make every effort to contact the driver or FASWVA's Vice President of Operations.

***Drivers cannot unload. Staff volunteers must be available to unload the shipment. Drivers must inspect temperature logs at the time of delivery.***

Please arrive on time. If an agency does not pick up its order, the Food Bank driver will take the order back to the Food Bank. The agency will be contacted and given a verbal warning. For subsequent offenses, an agency may be suspended from using the delivery program.

The driver will have an itemized invoice reflecting your order. When receiving the order, check its accuracy against the sheet provided. Note any shortages on the sheet so that you may be invoiced correctly once the driver turns the paperwork in to the appropriate Food Bank staff. If a correction has to be made, an updated invoice will be sent to you.

## Instructions for Calling in Delivery Orders

1. Agency must confirm their dry, refrigerated and frozen capacity to ensure the safe handling of food.
2. The Food Bank will schedule deliveries, but it may take up to 2-3 weeks to be put on the schedule. A delivery fee will be added to the invoice.
3. Orders **MUST** be placed at least 48 hours, but not more than five business days, prior to the pickup or delivery date. All orders must be confirmed before being pulled. Orders may be confirmed by one of the following methods.
  - 1) Signature by approved Food Bank Product Selector.
  - 2) Email confirmation
  - 3) Fax (voice or text confirmation is not available)
4. Look through the selection list and decide what you would like to order. Remember to use the most up to date selection list available. The selection list is updated every business day.

5. When ordering, please pay careful attention to the following:
  - Case contents
  - Amount of cold and dry storage you have available
6. You must place your order at least 48 hours, but not more than five business days, prior to the pickup or delivery date.
7. You must sign the order before it is pulled.
8. You will need to have your agency's agency number ready when placing an order with the Food Bank. We will ask you for your agency name and agency number, as well as the name of the authorized shopper placing the order.
9. When placing your order, please read the item code first, followed by the number of cases. Keep in mind the size of your storage when placing an order. You should be able to accommodate the entire order in one trip.
10. You may add items to your order if it has not already been picked by our warehouse staff – generally, your order is picked 24 hours in advance. Please call the Food Bank as soon as possible if you need to cancel or reschedule a delivery.
11. When your order is delivered, be sure to have enough help with you to unload your order, as warehouse personnel are not responsible for this.
12. It is your responsibility to refuse any portion of any delivery if you determine that your agency cannot store the product safely, and your invoice will be adjusted appropriately.

## **Grievance Policies**

Any issue or concern should first be discussed with a Programs Relationship Representative. If the appropriate staff member did not handle your concern, you should address it to the VP of Programs. The Senior VP or President and CEO should be notified if the issue/concern is still not satisfactorily handled or addressed.

### **Food Bank Grievance Procedure**

1. In cases of minor infractions of any of the rules and regulations in this handbook, the partner agency in violation will be warned of the offense, either verbally or in writing.
2. In cases of major violations, such as no paper work or mishandling of food and other product, the agency in violation will be suspended for a short period of time or until the problem is corrected. The agency may be asked to meet with the Membership Advisory Committee, as well.
3. Extreme violations, such as the selling of product, or repeatedly breaking any rule, will result in permanent loss of membership privileges and possible legal charges.

Each violation will be handled on a case-by-case basis, and resolution will be left to the discretion of the Program Relations department and/or the President & CEO of FASWVA.

### **Airing Grievances using a Public Format**

Ultimately our two organizations' goals are the same: to serve hungry people. However, from time to time in the course of daily operations, conflicts do arise. It is our goal to work through such conflicts with our Partner Agencies as quickly as possible to find a suitable solution for all parties involved.

At no time should a Partner Agency or any of its representatives use a public format, such as newspapers, newsletters, television, radio, internet, or any other form of media, to publicly air grievances with Feeding America, Feeding America Southwest Virginia, any of its branches, staff, and or other Partner Agencies. Such actions are inappropriate and only detract from our mutual goal of serving hungry people.

By signing the enclosed Agency Director's Agreement, you, your organization, or anyone representing your organization in any capacity agree to follow the guidelines set forth and contained within this handbook. All violations of this policy may be referred to the Member Advisory Committee (MAC Committee) for review on a case-by-case basis and addressed accordingly, including the possible suspension of services. It is our desire to provide your agency the best service possible, to handle problems appropriately and together build upon the mutually beneficial goodwill created by positive attention. By working together, we can draw public attention to feeding the hungry in our region.

## Non-Compliance

If an agency does not comply with Membership Terms and Conditions, FASWVA may interrupt service to the agency temporarily or suspend the agency entirely, depending upon the severity of the violation. We recognize that these consequences may adversely impact your clients. While our goal is to ensure that clients have access to the food they need, we must maintain the integrity of our network in order to ensure its long term viability.

## Probation, Suspension and Termination Policy

### Violations:

1. Monthly activity report required for every agency is not submitted by the due date. (Includes SDI forms for USDA agencies twice a year)
2. Program contact does not respond to FASWVA request to schedule required monitoring visit to program site.
3. Agency is delinquent in payment of shared maintenance fees.
4. Proper records are not maintained at the program site.
5. Food or other products obtained from FASWVA (or P&P partners) are improperly stored, refrigerated or transported.
6. Food is used in a manner that is not consistent with serving the food insecure.
7. Food or other products are exchanged for money, property or services.
8. Food or other products are removed from the program site for private use by program staff or volunteers.

There are 3 possible actions the Food Bank may take in response to agency violations:

**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. Probation is used when there is a minor, such as first month for #1, #2 or #3, violation of Food Bank rules.

If the violation is not rectified by the end of the probationary period, the Partner Agency will be suspended.

**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. Discovery of an agency violating #4-8 are considered major violations. A suspended agency loses all the rights and privileges of a partner agency.

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.
- An agency may be returned to partnership status if, at the end of the suspension period, the agency has satisfied FASWVA that the violation(s) have been corrected.

**Terminations** – 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.

- A Partner Agency may be terminated 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. (Failure to correct #4-8).
- If an agency has been placed on suspension two times, the Food Bank reserves the right to terminate the agency for its third violation.
- A Partner Agency may appeal its termination to the Membership Advisory Committee.
- 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. The decision to reinstate a partner agency will be made by the VP of Programs Director with the concurrence of the President and CEO.

## IRS Regulations

### Regulations regarding use of food and other products received from Feeding America Southwest Virginia include the following:

1. No sharing product with other feeding programs that were received from a pick-up at a store, restaurant, etc. set up by Feeding America Southwest Virginia, unless you have prior approval from the Food Bank.
2. No use of food products for volunteer meals/snacks. Drinks and non-food items are okay to be used for volunteers.
3. Volunteers that receive food and other products from the agency must go through the normal food and other product recipient route, no cherry picking or moving to the front of the line.

### Agencies Must:

1. Be chartered in Virginia as a non-profit corporation. If the agency is a church, a copy of the by-laws must be provided.
2. Feed the needy, the ill, or infants (infants defined as all children under the age of 18).
3. Try to limit product requested to an amount that can be distributed or consumed within a period of 30 days.
4. Agree to contact the Food Bank before soliciting food and other product from major donors – manufacturers, processors, distributors, brokers, wholesales, etc.
5. Keep records on clients and food distribution; these records must be made available to a Food Bank representative as requested.
6. Use Food Bank product only in a manner related to their exempt purpose and solely for the feeding of people in need stated by the agency in their membership application.
7. Notify the Food Bank of any changes in programs, personnel, addresses, contact phone numbers and email addresses.
8. Agree **NOT** to sell food and other product received from the Food Bank.
9. Agree **NOT** to exchange food and other product received from the Food Bank for goods, services or donations.
10. Agree **NOT** to charge for meals served.
11. Agree **NOT** to require food and other product recipients to pray or worship as a condition of receiving food.
12. Agree **NOT** to use Social Security Numbers as a means of identification for clients or as a screening tool.

## Distribution Floor Rules and Regulations

Agency Directors are responsible for reviewing all Food Bank Rules and Regulations contained herein with the entire agency's authorized representatives. All product selectors will be asked to sign an agreement stating that they have received, reviewed and understand these rules and regulations.

## Product Selection Hours

Agencies MUST have a **confirmed** appointment prior to arriving at a FASWVA distribution center.

Lunch is taken from 12:00 noon -1:00 pm daily. **On the last working day of each month, the Food Bank is closed for inventory.**

**Abingdon Distribution Center** – 21452 Gravel Lake Road, Abingdon - (276) 628-9266

Monday	8:30 am – 2:30 pm
Tuesday	8:30 am – 2:30 pm
Wednesday	8:30 am – 10:30 am
Thursday	8:30 am – 2:30 pm

**Salem Distribution Center** – 1025 Electric Road, Salem - (540) 342-3011

Monday	9:00 am – 3:00 pm
Tuesday	9:00 am – 3:00 pm
Wednesday	9:00 am – 3:00 pm
Thursday	9:00 am – 5:00pm

## Holidays & Closings

- New Year's Day
- Good Friday
- Memorial Day
- The last full week of June
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Eve through New Year's Day
- Last working day of each month for inventory

Any other closing dates will be posted in advance.



## Distribution Selection Floor Information

Please observe and follow these guidelines while selecting product at the Food Bank:

- Parking: Please obey all one-way signs and park in designated Agency areas.
- Always wear closed-toed shoes in the warehouse.
- Food and/or drink are not allowed in the warehouse
- As a safety precaution, children under **16** are not allowed in the warehouse. Children are not to be left unattended in the agency waiting area.
- Do not enter hazardous areas marked with warning signs and yellow chains.
- Follow the directional SELECTION LANES signs.
- DO NOT pick through boxes or pull items from boxes to build your own box.
- Only appointed and approved representatives are allowed to select and sign for product at the Food Bank. The Agency Director is responsible for notifying the Program Relations department, in writing, prior to appointing new selectors by having them read and sign the Handbook Selectors' Waiver. Please limit the number of selectors from your agency in the warehouse to 3 at a time.
- Separate the weighed items by item number before approaching the weigh-out scale. Using separate carts as you select is very beneficial.
- Agencies are responsible for weighing their product and loading their vehicles. The Food Bank staff cannot assist with weighing and loading.
- **Please bring appropriate equipment to transport frozen and refrigerated products at safe temperatures.**
- Please try to limit your product selection to once or twice a week.

Anyone caught removing or using Food Bank product in a fraudulent manner will be subject to disciplinary action.

***No weapons of any kind are allowed on the premises.***

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.

Please check your invoice for accuracy before signing it. Sign your invoice upon checkout. Please keep these invoices on file at your agency for at least one year. **Once an invoice is signed, the selector has agreed that all invoiced product has been received by the agency.**

**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 and other product. 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.

## Selection Floor Process

The following process will ensure a quicker and more efficient product selection experience:

1. Agency representative enters Food Bank and signs in. The agency picks up applicable selection lists from inventory clerk.
2. Complete the USDA, Purchased Food and/or Refrigerated/Frozen Food order forms before entering the warehouse distribution floor. Food Bank personnel will pull these items while the agencies select other items on the distribution floor.
3. The representative enters the distribution floor and follows the yellow chains.
4. **DO NOT** pick through boxes or pull items from boxes to build your own box.
5. Product codes are listed in alphanumerical order on the selection list. The handling fee (whether by pounds or case) is shown on the selection list. **To ensure a quicker check-out time, gather the entire product for one item number together on your cart and all weigh-out items on the top, front, or on a separate cart.** The warehouse staff facilitates the process by stocking the distribution floor first by case items and then by weight items.
6. The agency representative walks through the designated selection area (following navigational signs), selects items, places the items on the cart and writes the number of cases of case items selected next to the correct product code on their selection list and/or stars the weighed item code.
7. Refrigerated and frozen items are located adjacent to the weigh scale. These items should be the last selected. **Do not take frozen products into the selection area.**
8. The agency representative takes the weigh items to the scale to be weighed. The items are gently placed by the representative on the scale by item number – the weight is read by a Food Bank employee and recorded on the selection list next to the item number.
9. After all product case amounts and weights have been documented on the selection list, the agency representative returns to the invoice desk to receive a system-generated invoice from the Invoice Clerk. (Please remind the clerk if you have placed an order to be pulled by warehouse personnel.)
10. After the invoice is generated and a copy returned to the agency representative, the representative returns to the distribution floor to have the invoice checked by the Distribution Floor Clerk.
11. Once the invoice has been checked and signed by the Food Bank personnel, the agency may pull its vehicle into the loading area and load its items. Please bring help to load items on your vehicle, as our insurance does not cover Food Bank staff loading agency vehicles.

**PLEASE:**

- **DO NOT GO** into the **restricted areas** for your own safety. Restricted areas are identified with yellow chains and warning signs.
- **DO NOT OPEN** cases. If you need assistance or have any questions about the product, see the Distribution Floor Clerk. This helps us keep track of inventory.
- **DO NOT PLACE** any products on the floor or toss products around.
- **DO NOT MIX PRODUCT**; please keep same code items together. You may bring a marker to write codes on boxes.
- **NO EATING OR DRINKING** in the warehouse at any time. Please do not bring food or drink into the warehouse.

**DO NOT GO OUTSIDE OF THE AGENCY SELECTION AREA** without an escort. If you need to reach someone in the front offices, please ask the invoice clerk or other warehouse personnel to assist you.

### **Negative Behavior**

If negative behavior is observed at any time, FASWVA staff may immediately ask agency staff and volunteers to leave, and the agency's director will be contacted with necessary corrective action to maintain active status. Negative behavior includes harassment, slander, negative remarks of food bank and other agency staff or volunteers, sexual harassment, or other behaviors commonly seen as negative towards the food bank, volunteers, staff, or other agency staff.

The Food Bank also reserves the right to suspend or inactivate person(s) and/or agency from the Food Bank. Negative behavior can include taking product from someone else's cart and being rude or physically aggressive. If this happens to you, please let the Food Bank know immediately so it can be dealt with quickly.

**Never contact a company or donor directly with questions or product concerns; contact the Programs Director at the Food Bank.**

## **APPENDIX - Forms and Additional Information**

## Agency Director's Agreement

(Sign and return)

**I have read and understand the Agency Membership Handbook. I agree that my organization, its staff, representatives and I will follow all of the policies and procedures in this book.**

Agency directors: Please review the membership handbook with any selectors or representatives who will be coming to the Food Bank. The procedures listed herein are for the safety of the members and will be strictly adhered to. Please review with each selector and have every current selector and/or new selector sign the attached waiver stating that they have reviewed and will follow the rules and regulations in the Handbook Agreement.

I acknowledge the following:

Cooler temperatures must be maintained at 40 degrees or less and freezer temperatures must be maintained at 0 degrees or less. Temperature logs must be kept on each cooler and freezers. Temperatures must be recorded three times a week for USDA agencies and once a week for non-USDA agencies. USDA agencies must submit the temperature logs monthly to Feeding America Southwest Virginia.

All orders must be confirmed prior to shipment, and all invoices must be checked and signed by the agency at time of delivery pickup. By accepting any Food Bank product, agency acknowledges that it has the capacity to store and maintain the food and other product safely on its premises. Agencies have the right to refuse/return food and other product shipments at time of delivery if they determine that they do not have the capacity or ability to store the food and other product safely and in compliance with Food Bank regulations.

USDA agencies will be financially responsible to the Food Bank for any loss which the Food Bank may incur as a result of the loss of USDA product by the agency.

**Agency Number:** \_\_\_\_\_ **Agency Name:** \_\_\_\_\_

**Agency Director(s) Name (printed):** \_\_\_\_\_

**Agency Director Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Agency Director(s) Name (printed):** \_\_\_\_\_

**Agency Director Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Membership Handbook Information & Waiver Form

Agency Name (Please print): _____		
Agency Number _____		
Address: _____		
City: _____	State: _____	Zip Code: _____
Phone Number: _____		
e-mail _____		

### Feeding America Southwest Virginia

In consideration of being permitted to enter the Food Bank facilities and participate in product selection at the Food Bank, I hereby:

1. Acknowledge receipt of a copy of the Feeding America Southwest Virginia Membership Handbook (Agency Handbook).
2. Assure that all authorized selectors have reviewed, understood, and will comply with all rules and regulations in the Agency Handbook.
3. Acknowledge that any non-compliance by an authorized selector may result in the removal of the selector from the authorized selectors list.
4. Acknowledge that three offenses by an agency may result in a review of the agency by the Membership Advisory Committee (MAC) and could result in the agency being suspended indefinitely from the Food Bank.

### Acknowledged Authorized Agency Selectors

_____	_____	_____
Name (Please Print)	(Signature)	(Date)
_____	_____	_____
Name (Please Print)	(Signature)	(Date)
_____	_____	_____
Name (Please Print)	(Signature)	(Date)
_____	_____	_____
Name (Please Print)	(Signature)	(Date)

# Agency Monthly Distribution Report



Formerly Southwestern Virginia Second Harvest Food Bank

## AGENCY MONTHLY DISTRIBUTION REPORT

MONTH & YEAR COVERED \_\_\_\_\_

Every agency is required to submit a monthly report on the number of households and individuals being served and/or the number of meals and individuals being served. This form must be completed and returned to Feeding America Southwest Virginia by the **5<sup>th</sup> day of the following month after distribution.**

Organization Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Agency Number: \_\_\_\_\_  
Email Address \_\_\_\_\_

### BOX PROGRAMS

Number of households receiving boxes containing USDA commodities \_\_\_\_\_

Number of household members receiving boxes containing USDA Commodities \_\_\_\_\_

Number of freezer logs submitted \_\_\_\_\_ Number of refrigerator logs submitted \_\_\_\_\_

Number of households receiving boxes **NOT** containing any USDA commodities \_\_\_\_\_

Number household members receiving boxes **NOT** containing USDA commodities \_\_\_\_\_

Client data form is on file for each client served?  Yes  No

Note - Only count individuals once in a monthly period for box programs.

### ON SITE PROGRAMS

Number of meals served \_\_\_\_\_ Number of individuals served \_\_\_\_\_

Records on file for meals served?  Yes  No

Name of Person Filling Out This Report: \_\_\_\_\_

Date: \_\_\_\_\_

Failure to file this form with the Food Bank may result in agency inactivation until forms are brought up to date.

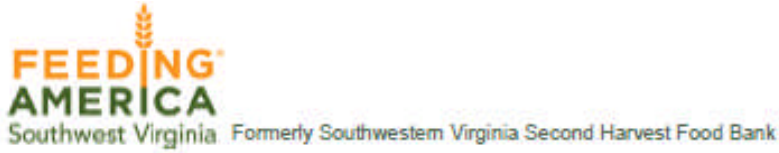
**Sample: Temperature Log**

Date	Temperature
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Temperatures should be taken at least weekly for non-USDA agencies and 3 times weekly for USDA agencies to assure that all products held within have remained the proper storage temperatures. F.



## Sample: Pest Control Log



### PEST CONTROL CHART

Month/Year:		Agency Name:	
		Agency No.:	

*Each glue board or trap should be checked at least weekly.*

Date	Location #	Trap	Glue Board	Other	Type Pest	# Found	Checkers Signature
<b>Week 1</b>							
	1						
	2						
	3						
	4						
<b>Week 2</b>							
	1						
	2						
	3						
	4						
<b>Week 3</b>							
	1						
	2						
	3						
	4						
<b>Week 4</b>							
	1						
	2						
	3						
	4						
<b>Week 5</b>							
	1						
	2						
	3						
	4						
<b>Total pests found</b>						0	

Put a glue board on each wall of the storage area of your pantry and hang signs up with numbers indicating which glue board/trap you are referring to.

In case of infestation, be sure to call in a professional exterminator.

## Good Samaritan Act

The Bill Emerson Good Samaritan Food Donation Act was signed into law in October 1996 to encourage the donation of food and grocery products to non-profit organizations for distribution to needy individuals. Food Bank donors, the Food Bank and its partner agencies all are protected by the Good Samaritan Act, which reads in part:

“A nonprofit organization shall not be subject to civil or criminal liability arising from the nature, age, packaging or condition of apparently wholesome food or an apparently fit grocery product that the nonprofit organization received as a donation in good faith from a person or gleaner for ultimate distribution to needy individuals.”

For an agency to be held liable, they would have to act with gross negligence or intentional misconduct.

***Partner agencies release both the original donor and the Food Bank from any liability resulting from the condition of the donated food and other product and do further agree to indemnify and hold the Food Bank and the original donor free and harmless against all and any liabilities, damages, losses, claims, causes of action, lawsuits in equity or any obligation whatsoever arising out of or attributed to any action of agency or any personnel employed by agency in connection with its storage and use of donated food and other product.***

All products are received “as is” and if there is to be credit for any product, it will be given by the Operations Manager within 14 days of purchase if proper procedures are followed.

All donated product is intended for the use of your agency for distribution to the ill, elderly, needy and disadvantaged people of your area. The Federal Government may prosecute any agency using donated products for any other use.

Food Bank product is donated and governed by IRS codes disallowing any of our products from being shipped outside the United States.