



**GREAT PLAINS  
FOOD BANK**

# Agency Partner Handbook

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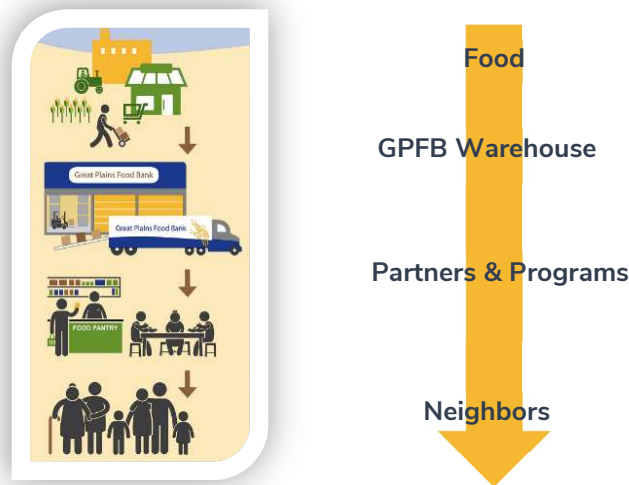
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# SECTION 1: INTRODUCTION

Our partners are as strong and diverse as the staff and volunteers who operate them. This network, comprised of food pantries, soup kitchens, emergency shelters, afterschool programs, and other charitable feeding programs, are on the front lines every day distributing the food we supply directly into the hands of hungry children, seniors and working families. They are a vital link in our mission to end hunger as well as the emergency food chain.

## 1.1 GREAT PLAINS FOOD BANK

The Great Plains Food Bank (GPFB) serves as the only food bank in the state of North Dakota and Clay County, Minnesota. For 40 years, GPFB has been recovering surplus food that would otherwise go to waste and distributing it to those in need through a strong and diverse charitable feeding network and direct service programs. Our mission is to **End Hunger Together**, on our way to create a hunger free ND and Clay County, MN.



Last year, the GPFB distributed over 13 million pounds of food (equaling 11.2 million meals) to over 126,000 individuals. We rely on our nearly 200 food pantries, soup kitchens and shelters to help distribute food to our most vulnerable neighbors. We are supported by thousands of financial donors, hundreds of food donors, and volunteers to help support our work and advance our mission. We have a bold, audacious strategic plan with 3 primary pillars; End Hunger TODAY, End Hunger TOMORROW and End Hunger FOR GOOD.

End Hunger TODAY: We are DOERS, filling the immediate needs of our neighbors.

End Hunger TOMORROW: We are COLLABORATORS, tackling the root causes of hunger.

End Hunger FOR GOOD: We are BUILDERS, constructing a future where hunger doesn't exist.

The GPFB has an operating budget of \$8.5 million, 49 full-time staff, and 2 facilities. Our statewide distribution center is located at 1720 3<sup>rd</sup> Ave N, Fargo and our regional service center is located at 1315 S 20<sup>th</sup> St, Bismarck.

## 1.2 MISSION, VISION, VALUES

MISSION: End Hunger Together  
VISION: A hunger-free North Dakota and Clay County, Minnesota  
VALUES: Service – Passion – Innovation

## 1.3 GUIDING PRINCIPLES & COMMITMENTS

Our guiding principles serve as a framework that shapes our behavior, decision-making, where we direct our resources and our priorities with internal and external stakeholders.

### **People-Centered**

We design with (not for) our neighbors and partners.

### **Equity, Diversity, And Inclusion**

We champion understanding, acceptance, and respect among our team, stakeholders, and those we serve.

### **Nutrition and Food Safety**

We source nutritious food and ensure food safety throughout the storage and distribution to our partner network and neighbors.

### **Data Driven**

We collect, utilize and maintain data to understand hunger's effect on our neighbors in order to make informed decisions.

### **Organizational Excellence**

We advance our organization to new levels of resiliency and strength through enhanced skills, resources, efficiencies, and relationships.

We also have commitments to food safety, Equity, Diversity and Inclusion, and nutrition.

### **Food Safety:**

The Great Plains Food Bank is committed to meeting the standards of AIB International Quality Assurance and Food Safety audit, Feeding America, Serv-Safe, North Dakota Department of Health and the USDA to assure that food distributed by the GPFB is wholesome and safe for distribution. We will strive for excellence in the annual inspections and require all employees who handle food to obtain Serv-Safe certifications and participate in all food safety trainings as required for AIB certifications.

### **Equity, Diversity & Inclusion:**

The Great Plains Food Bank embraces diversity, equity and inclusion as a guiding principle in our mission to end hunger together. We champion understanding, acceptance, respect and belonging for individual differences including race, color, ethnicity, gender, socio-economic status, physical or mental ability, religious belief, national origin, citizenship, ancestry, age, marital status, familial parental status, sexual orientation, gender identify or expression, political viewpoints and other ideologies, or unfavorable discharge from the military or status as a protected Veteran. In doing so, we reflect the diversity of our clients and stakeholders, attract

and retain talented staff and volunteers and nurture the creative, partnerships and innovation necessary to achieve our vision of hunger-free communities.

#### **Nutrition:**

The Great Plains Food Bank is committed to providing a healthy and nutritional balanced mix of foods to our clients and partner agencies. We believe it is our responsibility to provide food resources that improve community and individual health. We set annual goals to increase the percentage of nutritious food distributed and enhance efforts to increase the nutritional quality of all food streams.

## **1.4 GPFB PROGRAMS**

### **Childhood Hunger Programs:**

#### **School Pantry Program (SPP)**

– The mission of the School Pantry Program is to help solve child hunger in America by providing nutritious food to children and their families in convenient, familiar and safe locations. School pantries are typically located at a school, but may also operate in locations such as a library, park or youth organization site. Sites may have a permanent setup or may operate through a mobile distribution rotation where food is brought to the site. Sites are consistently in the same location, have set distribution schedules and offer ongoing food assistance services.

#### **Youth Summer Meals (YSM)**

– Childhood hunger is a year-round issue, but the problem is especially critical during the summer months when children do not have access to the school lunch program. This is why we launched the Great Plains Food Bank Youth Summer Meals Program to give kids the chance for a nutritious meal when other options might not be available.

#### **BackPack Program (BPP)**

– Partners can join forces with their local school to provide kid-friendly, easy-to prepare food for children in their community. Backpacks can be purchased through GPFB as a pre-packed bag or as individual items to be packed by the local community.

#### **Senior Food Pack Program (Commodity Supplemental Food Program (CSFP))**

– Partners located in the orange counties below can get involved by distributing every other month commodities to individuals 60+ on a fixed income or by conducting outreach to ensure all seniors who may be eligible in their service area know about the program and have submitted an application.

#### **SNAP Outreach:**

– In 2008, GPFB started a partnership with the ND Department of Human Services to offer SNAP prescreening and application assistance to those who could benefit from the federal nutrition program. GPFB has two SNAP Outreach Coordinators on staff that help clients submit a SNAP application and make referrals to other services. Food pantries can help clients connect with SNAP in a few ways:

#### **Retail Rescue Program:**

– Feeding America facilitates numerous national donor relationships, which benefit GPFB and in turn GPFB partners. Partners can work through Feeding America donor relationships to pick up and quickly distribute

items to those in need. In the Fargo, Moorhead, West Fargo, Dilworth, Bismarck, and Mandan, partners can receive deliveries of these items by GPFB staff.

**Mobile Food Pantry:**

– The Mobile Food Pantry provides fresh vegetables, fruits, shelf-stable items, meat, bakery items, boxed goods and much more to communities in need. Items are distributed right off our truck by our staff and volunteers and delivered directly to people in need. Distributions are set up as a drive-through where clients can stay in their cars and items are placed directly inside their vehicle. All in need of food assistance are welcome to come and receive food at no cost! A short intake form is filled out onsite; no pre-registration or referrals required. Clients are welcome to attend whichever distribution site works best for them.

**Health Care Programs:**

– A GPFB program and unique partnership with Healthcare Partners like clinics, hospitals, and public health units. Patients who are visiting their healthcare provider are screened for food insecurity and if eligible, provided an immediate referral to the onsite Wellness Pantry. These specialized pantries are stocked with specific food types and intended to address chronic health needs while improving long term outcomes and reducing food insecurity. They are only available to patients of that clinic during their clinic visit.

**Agency Enabled Retail Rescue Program:**

– This program serves as liaison between partners and local retailers to procure unsellable products from donor grocery stores, food service distributors, big box retailers, and foodservice establishments and get it quickly into the hands of those in need. GPFB matches partners with donors and partners complete local pick-ups.

**1.5 FEEDING AMERICA**

Feeding America is the largest charity working to end hunger in the United States. The GPFB is a proud partner food bank of Feeding America along with 199 other food banks across the US and Puerto Rico. Learn more at [feedingamerica.org](http://feedingamerica.org).

**SECTION 2: KEY TERMS AND DEFINITIONS**

TERM	DEFINITION
170(e)(3)	U.S. Internal Revenue Service (IRS) code that explains the tax deduction available to corporations for food/product.
501(c)(3)	U.S. IRS code section that defines a private not-for-profit corporation with charitable intent. Section 501(c) has several subsections, but Section 170(e)(3) restricts the distribution of donated goods by members (Feeding America food banks) to only those described under subsection 501(c)(3).
Agency Partner	Nonprofit organization (recognized by the IRS as a 501c3) or its legal equivalent, that has been approved as a member of the GPFB. They can



(aka: Food Assistance Partners, Partner Agency)	receive food from GPFB and are eligible for all benefits, support and services offered.
<b>Agency Enabled Retail Rescue (AERR)</b>	GPFB program serves as liaison between partners and local retailers to procure unsellable products from donor grocery stores, foodservice distributors, big box retailers, and foodservice establishments and get it quickly into the hands of those in need. GPFB matches partners with donors and partners complete local pick-ups.
<b>BackPack Program (BPP)</b>	Childhood hunger program that provides kid-friendly, easy-to-prepare food for children to take home over the weekend when school meals aren't available.
<b>Basic Food Safety Training</b>	Practical training and orientation to enable staff/volunteers to effectively perform the food safety duties of their role, including personal hygiene, hand washing, cleaning & sanitizing, temperature management, safety, cross contamination, proper labeling, code dates, recalls and food allergens.
<b>Community Supplement Food Program (CSFP)/Senior Food Pack Program</b>	A federal nutrition program aimed to improve the health of low-income seniors (over the age of 60) by providing boxes of USDA commodity foods every other month.
<b>Duplicated Count</b>	The total number of households or individuals who visit an agency within a defined period. Neighbors are counted each time they visit an agency with the time period. A duplicated count also reflects the total number of visits made to your agency.
<b>Eligible Recipient Agency (ERA)</b>	Nonprofit food assistance program that enters into an agreement with the Local Agency to provide TEFAP foods to low-income households. In most cases, the ERA is your agency partner.
<b>Food Pantry</b>	An agency partner that distributes groceries and other basic supplies for home consumption to neighbors in need.
<b>Food Bank</b>	Non-profit organization that solicits, receives, inventories, stores and distributes donated food and grocery products to charitable agencies that directly serve neighbors in need, such as food pantries or meal programs.
<b>Healthcare Program</b>	A GPFB program and unique partnership with Healthcare Partners like clinics, hospitals, and public health units. Patients who are visiting their healthcare provider are screened for food insecurity and if eligible, provided an immediate referral to the onsite Wellness Pantry. These specialized pantries are stocked with specific food types and intended to address chronic health needs while improving long term outcomes and reducing food insecurity. They are only available to patients of that clinic during their clinic visit.
<b>III</b>	IRS defines it as a person suffering from physical injury, a person with an existing handicap, whether from birth or later injury, a person suffering from malnutrition, a person with a disease, sickness, or

	infection which significantly impairs physical health, and/or a person partially or totally incapable of self-care (including incapacity due to old age.)
<b>Local Agency</b>	Public or private non-profit agency that enters into an agreement with the state agency (ND or MN) to administer TEFAP at the sub-recipient level. The GPFB serves as the Local Agency for our service area.
<b>Meal Program</b> (aka onsite programs, soup kitchens, hot meal programs)	An agency partner that makes, serves and/or distributes prepared meals to those in need at a central location.
<b>Midwest Regional Produce Cooperative (MRPC)/Mixing Center</b>	member-driven organization facilitated and hosted by Second Harvest Heartland. This cooperative focuses on increasing the quality, quantity, and variety of produce, reducing the cost of bulk and cased produce, and improving efficiency and planning for members.
<b>Minnesota Office of Economic Opportunity (OEO)</b>	The department that works with state and federal food programs across Minnesota to ease hunger and promote healthier living. Administers The Emergency Food Assistance Program, Minnesota Food Shelf Program, and Supplement Nutrition Assistance Program.
<b>Mobile Food Pantry</b>	A GPFB operated direct service program that is essentially a food pantry on wheels that allows for temporary pop-up food assistance locations in high need areas.
<b>Needy</b>	The IRS defines it as a person who lacks the necessities of life, involving physical, mental, or emotional well-being, as a result of poverty or temporary distress. Examples include a person who is financially impoverished as a result of low income and lack of financial resources.
<b>Neighbor (aka client)</b>	An individual that seeks food assistance or services from the GPFB or an agency partner. Can be an adult, child, or other adult.
<b>North Dakota Department of Public Instruction (NDDPI)</b>	The department within the ND state government that oversees various federal nutrition programs, including school meals, Summer Food Service Program, Commodity Supplemental Food Program, the Emergency Food Assistance Program, Federal Distribution Program on Indian Reservations and other key programs.
<b>Partner Agency Resource Center (PARC)</b>	A portal on the GPFB website specially designed for agency partners. The site includes weekly updates, sample documents, food recall information, and a variety of other resources and information.
<b>Primarius Web Window (PWW)</b>	An online software system used by the GPFB agency partners to order, report statistics, and access billing information. The GPFB software system for inventory and billing is called P2.
<b>Regional Service Manager (RSM)</b>	A staff position within GPFB that serves as the point person between GPFB and the Agency Partner. Conducts site visits, maintains compliance, coaches and trains agency partners. RSMs also build relationships with community members, stakeholders, organizations, and our partners. Relationship building and capacity building are a large part of the work with the agency partners.

<b>Retail Food Rescue</b>	A food recovery program designed to rescue unsellable products from retail donors (grocery stores, food service distributors, big box retailers, and foodservice establishments), and quickly get it into the hands of those in need.
<b>School Pantry</b>	A GPFB-operated program that locates a food pantry in schools to serve students and their families in a comfortable, safe and convenient location.
<b>Service Insights on Meal Connect</b>	A no-cost, electronic database platform to use for neighbor intake. This streamlines the intake process and allows us to better understand those we serve: <ul style="list-style-type: none"> <li>• Neighbor information is tracked in real time, eliminating the need for agency partners to total their stats at the end of each month.</li> <li>• The intake process is simplified, as neighbors will not need to provide their full information at each pantry visit.</li> <li>• Electronic tracking allows for identification of any duplication of services.</li> <li>• Increased neighbor data will allow for more robust grant applications.</li> <li>• The system features in-depth reporting capabilities.</li> </ul>
<b>Summer Food Service Program (SFSP) Youth Summer Meals (YSM)</b>	SFSP is a federal, reimbursable child nutrition program that allows organizations to serve free meals and snacks to children and teens in low-income areas through the summer months when they don't have access to school meals. YSM is the name of the GPFB operated program.
<b>Supplemental Nutrition Assistance Program (SNAP)</b>	The largest federal nutrition assistance program, formally known as food stamps. Provides benefits to low-income individuals and families via an Electronic Benefit Card that can be used like a debit card to purchase eligible food in authorized retailers.
<b>The Emergency Food Assistance Program (TEFAP)</b>	A federal program that helps supplement the diets of low-income individuals, by providing them with emergency food and nutrition assistance at no cost. USDA provides 100% American-grown foods and administrative funds to the state to operate TEFAP. TEFAP eligible agencies can order TEFAP foods through GPFB and need to sign a program agreement, complete a civil rights training annually, be subject to state monitoring visits, and follow a set of guidelines for food distribution and reporting.
<b>Unduplicated Count</b>	The total number of unique households or individuals who visit an agency within a defined period. Neighbors who visit an agency more than one time within the time period are only counted once.

## SECTION 3: ELIGIBILITY AND PARTNERSHIP

The GPFB proudly partners with nearly 200 agency partners (food pantries, soup kitchens, shelters, etc.) across our service area. To become an agency partner and maintain partnership with the GPFB, agency partners must meet the following requirements.

### 3.1 ELIGIBILITY

At a minimum, the agency partner must:

1. Be a non-profit organization that is recognized and in good standing with the Internal Revenue Service as a 501(c)(3) not-for-profit, charitable organization (not a private foundation), or be sponsored by a 501(c)(3) organization who serves the ill, needy and/or children by providing an affiliation letter acknowledging that the 501(c)(3) is legally and fiscally responsible for the program and partnership. (See *Sponsorship 1.3*)
2. Must not engage in discrimination in the provision of service against any person because 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 or as otherwise prohibited under the current USDA nondiscrimination statement.
3. Agree that it complies with Section 170(e)(3) and other requirements set by the IRS for use and distribution of donated product.
4. Have a primary mission related to food assistance and/or ending hunger.
5. Must not sell, barter, or trade any donated product in exchange for money, property, or services. Bartering includes use of donated products as a volunteer incentive or as an incentive for people/partners participating in programming, surveys or activities not directly related to the distribution of said product.
6. Must receive, store, use and handle products safely and properly in accordance with all state, local and federal requirements.
7. Distribute products free of charge directly to neighbors in need, including the ill, needy, infants, and those who struggle with food insecurity and/or are low-income.
8. Serve a minimum of 50% low-income individuals.
9. Establish criteria for and maintain an intake process (including self-declaration). Criteria must be deployed consistently and posted onsite and in any advertising.
10. Distribute food at least once per month for a minimum of 90 minutes. It can be open via appointments, walk-ins, and/or mass distribution; it cannot be an on-call pantry only.
11. Have an operation and distribution plan in place that includes a decision-making process (board or leadership committee), plan for operation, financial means to purchase food, and ways to ensure long-term sustainability.
12. Have personnel and/or volunteers who are responsible for record keeping, billing, and inventory control.
13. Have the ability to submit and receive information electronically and access a stable internet connection. Orders must be placed online through the PWW website.
14. Have the ability to pay shared handling, delivery and annual partnership fees outlined in the agency partner agreement.

Agency Partners should refer to the Agency Partner Agreement for a full list of requirements and compliance.

## 3.2 PARTNERSHIP CATEGORIES

The primary mission of the GPFB is to help supply emergency feeding programs with food and grocery products. Therefore, agency partners are categorized according to their primary function. Categories are as follows:

Category 1: Emergency feeding sites (food pantries, soup kitchens) that are open on a regular basis to the broad community (in accordance with the agency partner's criteria) and not only serve a subset of the population. Childhood feeding programs like school pantries, and the BackPack program sites also fall under this category.

Category 2: Supplemental food programs that serve a targeted group including homeless shelters, college pantries, low-income housing sites, retail rescue sites, and recovery facilities for example.

Category 3: On-site meal/snack programs which serve predominantly low-income individuals.

## 3.3 SPONSORSHIP

Agency partners must be recognized as, or sponsored by an organization that is, recognized by the IRS as a 501(c)(3) not-for-profit, charitable organization, or be affiliated with a 501(c)(3) umbrella organization which serves the ill, needy and/or children.

A 501c3 organization can serve as a "sponsor" for an agency partner who doesn't have or is unable to get the proper IRS designation. As a sponsor, the 501c3 organization must:

- Agree to be fiscally and legally responsible for the agency partner
- Pay all the invoices and statements to the GPFB. Payment/checks **must** come directly from the 501c3 sponsor.
- Submit an affiliation letter to the GPFB in January every other year. (See 4.2)

Sponsors may serve as a liaison between the GPFB and the agency program. The level of involvement with the sponsor varies greatly and may include operational, fundraising, and/or volunteer support. This is to be worked out between the agency partner and the sponsor.

# SECTION 4: AGREEMENTS AND REPORTING

## 4.1 ANNUAL AGREEMENTS

Each year, partnership agreements must be completed and signed by all agency partners within 30 days of receipt, or the agency partner will be determined to be inactive.

Any agency partner engaging in agency enabled pick-ups or retail rescue deliveries will be required to complete and sign the Agency Enabled Retail Rescue agreement in addition to the partnership agreement.

## 4.2 AFFILIATION LETTERS

If an agency partner has a 501c3 sponsor, an affiliation letter must be provided every other year. This letter will be kept on file to meet the requirements for partnership and TEFAP eligibility.

A sample affiliation letter can be found on the PARC.

## 4.3 HOST SITE AGREEMENTS

The GPFB also needs a signed Host-Site Agreement annually from any location that serves as a distribution site for any programming connected with the GPFB. A “Host-Site” may be a nonprofit, for-profit business, municipality, educational institution or any other organization. Examples of host sites include schools, city halls, city centers, business parking lots and other venues.

## 4.4 STATISTICS

Agency partners must submit service statistics monthly via PWW no later than the 10<sup>th</sup> of the following month. If statistics are not entered within 45 days, PWW will automatically put the agency partner on a temporary suspension until statistics are completed.

Statistics are used to demonstrate the need in our service area. The data is used to substantiate the need for food assistance to those who volunteer, donate, and advocate for hunger relief programs. These statistics are also used to allocate grant funding and TEFAP entitlements.

Each agency partner will report statistics relevant to their operation (food pantries, on-site meals, mobile distribution, etc.).

FOOD PANTRIES: Report the total number of adults (ages 19-59), children (under 18), seniors (age 60+), and households served as well as pounds distributed each month. Whenever possible, unduplicated counts should be reported.

- MEAL SITE: Report the total number of adults (ages 19-59), children (under age 18), seniors (age 60+), served as well as the total number of meals and/or snacks served. Whenever possible, unduplicated counts should be reported. If meal site also has pantry and TEFAP foods are only used in the pantry; meal site does not need to record meals to the State. However, they still must report meals served to GPFB.

ND vs. MN CLIENTS: If you serve clients from both states, please separate the service statistics and report the MN data under the MN columns and the ND data under the general headings.

ALL AGENCY PARTNERS: Report the dollar value distributed monthly in grocery store vouchers or gift cards. This can be reported in the line labeled Voucher \$ in PWW.

ALL ND AGENCY PARTNERS: Report the total number of pounds received monthly through the Hunger Free ND Garden Project. The Hunger Free ND Garden Project is a program sponsored by the ND Dept. of Agriculture to encourage donation of fresh, local produce to food pantries, soup kitchens, and other charitable community programs. Annually, GPFB totals the pounds reported by partners and sends a report to the ND Dept. of Agriculture.

## 4.5 RECORD KEEPING

Agency partners are responsible for storing their own documents and records. Electronic or hard copy document storage is allowable. In compliance with state law and IRS guidelines, the following includes the document retraction rates for various document types.

Document	Document Retention Timeline
Pest Control and Temperature Logs	1 year OR ND TEFAP: 4 years MN TEFAP: 7 years
Client Participation Records (Intake Forms)	1 year OR ND TEFAP: 4 years MN TEFAP: 7 years
Retail Food Rescue Receipts (if applicable)	1 year
Invoices (from GPFB)	1 year OR ND TEFAP: 4 years MN TEFAP: 7 years
Food Safety Training Documentation	Length of Certification
Civil Rights Training	1 year
Recall Logs	1 year
Secondary Distribution Logs	1 year

## SECTION 5: CLIENT/NEIGHBOR ELIGIBILITY

Since each agency partner is an independent non-profit, they have governance over many parts of their operation. If the agency partner receives TEFAP, there are distribution guidelines they must adhere to. Beyond that, the agency partner can determine their own set of guidelines, if the requirements are clearly posted, placed on all advertising, and be used consistently.

As a national best practice, the GPFB recommends all agency partners remove as many obstacles and barriers as possible to serve our neighbors in need. The GPFB strongly encourages agency partners to accept client self-declaration of eligibility with no referral needed to access food assistance.

## 5.1 INTAKE

Agency partners are required to have an intake process that is consistently used for clients/neighbors. The GPFB encourages agency partners to use Service Insights on Meal Connect. The GPFB is providing this cloud-based intake tool to each of the agency partners for ease of intake, consistency, opportunity for additional resources/services for neighbors and ease of agency partner administrative work. If the agency partner is not on Service Insights on Meal Connect, they still must have an intake form and process. The GPFB recommends agency partners only ask information that is vital to serving the neighbor. All neighbors must be treated equitably and what is asked of one, must be asked of all. The GPFB encourages agency partners that serve diverse populations to have forms available in multiple languages. Sample intake forms with the minimal requirements can be found on the PARC.

Below are the intake form requirements for agency partners that receive TEFAP.

North Dakota Food Pantry TEFAP ERAs	Minnesota TEFAP ERAs
<p>Must include:</p> <ul style="list-style-type: none"> <li>• Name</li> <li>• Address (if homeless, no address is needed)</li> <li>• Household size</li> <li>• Date of distribution</li> <li>• Signature</li> <li>• Non-discrimination statement as issued by USDA</li> </ul>	<p>Must use the intake form provided by the program administrators (Minnesota Department of Human Services), which can be found on the Hunger Solutions website: <a href="https://www.hungersolutions.org/food-shelf-resources/tefap/resources/">https://www.hungersolutions.org/food-shelf-resources/tefap/resources/</a></p> <p>Any additional forms must be optional.</p>

## 5.2 GEOGRAPHIC BOUNDARIES

Each agency partner has the ability to define their organization’s geographic boundaries; which can set the boundaries in which neighbors may reside in order to receive assistance. Boundaries are not necessary or recommended as a best practice as the mission is to serve as many neighbors in need to end hunger. A list and map of available food assistance programs can be found on the GPFB website. ([www.greatplainsfoodbank.org](http://www.greatplainsfoodbank.org))

## 5.3 INCOME/NEED

During COVID-19, the nation saw increased food insecurity and hunger; we learned that a large part of our population is just one paycheck away from needing assistance. As such, the GPFB encourages all agency partners to serve anyone struggling with hunger and food insecurity.

Agency partners are required to serve the ill, needy and children as part of their 501c3 designation, as well as to become an agency partner with the GPFB. If an agency partner receives TEFAP or USDA



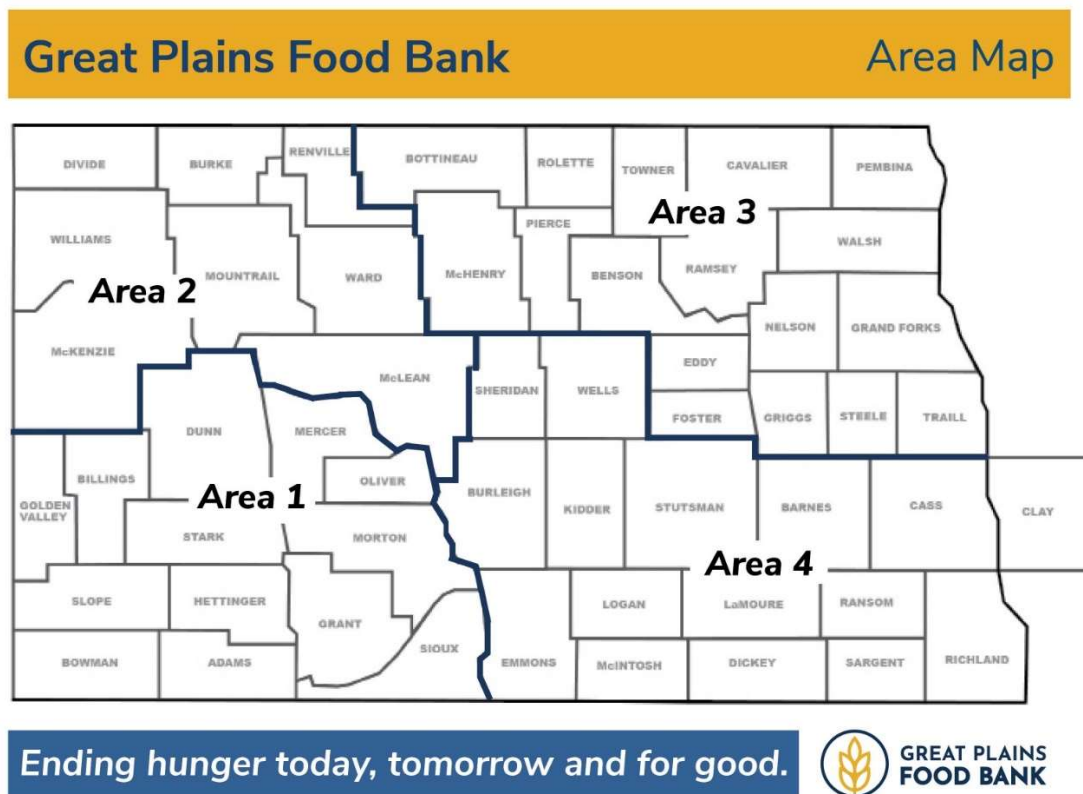
commodities, they are required to follow the USDA income guidelines (200% of poverty). (Neighbors need only to self-declare, there is no need to provide proof of income). These income guidelines must be posted at the site where intake takes place and visible to neighbors. Again, USDA requires no proof of income and allows for self-declaration.

## SECTION 6: ORDERING AND DELIVERY

The GPFB provides food and grocery products to our network of agency partners. The Food Sourcing team works directly with growers, farmers, producers, retailers, manufacturers, and others to secure donated food product as much as possible. More recently, due to supply shortages, the GPFB has been purchasing more food. All donated food is offered to agency partners at no cost and the purchased items are offered at a discounted rate. Agency partners are asked to share a small portion of the logistics (shipping, storage) cost on donated food items; this is also known as “shared handling fee.” This ranges from 0-18 cents per pound of food. In addition, with the increasing costs of transportation, agency partners are asked to pay a small delivery fee of \$0.07-\$0.10/pound of food order.

### 6.1 GEOGRAPHIC AREAS FOR ORDERING/DELIVERY

The GPFB service area is divided into four geographic areas for ordering and delivering.



Area 1 Counties (13)	Area 2 Counties (7)	Area 3 Counties (13)	Area 4 Counties (19)
Golden Valley, Billings, Dunn, Mercer, Oliver, Slope, Stark, Morton, Hettinger, Grant, Bowman, Adams, Sioux	Divide, Burke, Renville, Williams, Mountrail, Ward, McLean	Bottineau, Rolette, Towner, Cavalier, Pembina, McHenry, Pierce, Benson, Ramsey Walsh, Eddy, Nelson, Grand Forks	Sheridan, Wells, Foster, Griggs, Steele, Traill, Burleigh, Kidder, Stutsman, Barnes, Cass, Clay, Emmons, Logan, McIntosh, LaMoure, Dickey, Sargent, Richland

## 6.2 ORDERING

The agency partners in each area will be assigned a week to order, and the following week will be their delivery week. All order timeframes start on Friday at midnight (12 AM) and continue through Wednesday at 11:59 PM. Adjustments to the timeframes may be made in cases of holidays, onsite inventory, weather closures and staff schedules.

Agency partners can place their orders via PWW during their order timeframe. The shopping/order list in PWW is based on GPFB’s live inventory system, which is subject to change regularly. If the agency partner decides to create a second order, it must be placed in the same order timeframe; no more than 2 orders per agency partner in the order window will be accepted. Orders outside of the designated timeframe will not be accepted and will be cancelled in PWW. Orders are subject to inventory availability and may be subject to adjustments.

If the agency partner makes an error while ordering, please contact your Regional Services Manager for resolution.

## 6.3 PRODUCT NOTES

Limits: Certain items will have limits on the quantities that one agency can order. This allows the GPFB to ensure equity of product across the entire service area.

Assorted Product: Many items are received in smaller quantities and are categorized as “assorted product” on the shopping/order list. Assorted products are typically repacked into roughly 25-pound boxes and are available on the PWW order list by the pound.

Purchased Product: In order to keep a good variety and supply of food products, the GPFB will use their bulk purchasing power to purchase large quantities of certain items. Purchased products are identified on the shopping/order list as “purchased” and include a case cost rather than a shared handling fee. Currently, with the supply shortages, the GPFB is able to reduce the cost of purchased product by subsidizing a percent of each item.

## 6.4 DELIVERY

There are several options for agency partners to receive their order from the GPFB. For those agencies outside of that area, the GPFB will either offer a direct delivery or a pick up at a regional distribution hub.

Agency partners located in Cass and Clay Counties have the option for a direct delivery or to pick up their order at the warehouse in Fargo. If any agency partners outside of Cass or Clay Counties are interested in picking up their orders from the warehouse in Fargo, they are asked to contact the Logistics Manager (Kramer Stuth [kstuth@greatplainsfoodbank.org](mailto:kstuth@greatplainsfoodbank.org)) to arrange. Otherwise, the GPFB will make monthly deliveries to statewide agency partners.

Cass/Clay Direct Deliveries: Agency partners who have confirmed a direct delivery will be put on a set schedule that will be consistent each month, unless adjusted for staff vacation, holidays, or weather-related closures. Agency Partners will be notified the Friday following the order timeframe about their delivery schedule for the next week. These deliveries will have a set \$50 delivery fee for each load. A full straight truck typically equates to 9,000 pounds or 10 pallets.

Cass/Clay Pick Ups: Those agency partners who pick up from the Fargo warehouse can schedule their pick-up date and time in PWW when placing orders. You will receive a confirmation email with the date and time. The scheduled date and time must be during the Area 4 delivery week. At the scheduled time, agency partners will arrive at the Fargo warehouse and ring the shipping and receiving doorbell by the volunteer entrance on the east side of the building. Staff will provide further instructions.

Statewide Direct Deliveries: Agency partners located outside of the Cass/Clay area will receive a delivery a month directly to their location, to a nearby partner or to a regional distribution site. Agency partners will be notified of their delivery location during new agency orientation and will be notified immediately of any changes.

Agency partners will be notified the Friday following the order timeframe about their delivery for the next week. Delivery routes, days and times may change from month to month, dependent on the size of the orders.

Statewide Regional Distribution Site Pick Ups: The GPFB has pre-arranged 8 sites across the state in which agency partners can pick up their orders. The agency partner should arrive punctually and bring a vehicle(s) large enough to hold their entire order. It can be difficult to judge sizes of some items as they are large but light in weight (for example: 8 cases of veggie straws would fill an average car, but only weighs 56 pounds). There are the current 8 statewide regional distribution sites.

- **Bismarck:** MDU, 909 Airport Road
- **Devils Lake:** Lake Region Corporation, 224 3<sup>rd</sup> Street NW
- **Dickinson:** AMEN Food Pantry, 30 7<sup>th</sup> Street W (old St. Joe's Hospital on the north side)
- **Grand Forks:** HC Community Care Center & Food Pantry, 1726 S Washington Street; Suite 11

- **Jamestown:** Progress Community Center, 429 2<sup>nd</sup> Street SW
- **Minot:** Our Lady of Grace Church, 707 16<sup>th</sup> Avenue SW
- **Valley City:** Epworth United Methodist Church, 680 8<sup>th</sup> Avenue SW
- **Williston:** Community Action, 120 Washington Avenue

## 6.5 KEY REMINDERS/NOTES

Be punctual: Delivery drivers are on a tight schedule, and we ask our agency partners to be on time. The driver will only wait for 15 minutes after the scheduled time. The GPFB will attempt to contact the agency partner before the driver leaves. A no show will result in the agency partner forfeiting all ordered product and still responsible for paying the delivery fee. (All shared handling and purchase product fees will be waived.)

Check your Order: Upon receipt of the order, the agency partner should check the product for damage and for accuracy. All discrepancies must be emailed to your Regional Services Manager within two business days of receiving the order, to be eligible for credit. When reporting damaged or missing product, include the product name, product number, and quantity. For instances of damaged product, photos must be included.

While checking in orders, please keep in mind that the GPFB often receives product that is unsellable, slightly damaged and/or close to its best by date. See PARC for shelf-life guide and reach out to your Regional Services Manager with any questions.

Pallets and Hauling: All orders are on pallets and upon delivery, the delivery driver will **only** take the pallet off the truck. The agency partner is responsible for de-constructing the pallet and moving the items into their vehicle or facility. Some agency partners may opt to have a local forklift driver available to assist with unloading.

Snow Removal: Please make sure that during the winter months, driveways and sidewalks are cleared of snow for timely and safe delivery. If an alternate delivery location is needed in the winter months, notify your Regional Services Manager to plan.

Schedule Changes: If the delivery driver experiences any delays or is out of the office and requires a delivery schedule change, the GPFB will notify the agency partners as soon as possible. In cases of weather issues, the GPFB will make every effort to notify agency partners as soon as possible and will work to reschedule as soon as possible.

## SECTION 7: DISTRIBUTION OF FOOD/PRODUCT

Food and other products are donated to the GPFB and agency partners with the expectation that it will be utilized to assist those in need. In most cases the donor is taking the tax deduction allowable through the IRS Section 170e3, thus any donated food/product received from the GPFB must follow these requirements.

## 7.1 APPROVED AND PROHIBITED USE OF PRODUCT

Approved Use of DONATED Food/Product	Prohibited Use of DONATED Food/Product
<p>If an active volunteer is in need of food assistance, they may receive food assistance from the program in which they are volunteering, AS LONG AS they follow the same intake process, procedure and guidelines as all other clients/neighbors.</p>	<p>Product cannot be used as a “Thank You”, incentive or appreciation for staff/volunteers. It cannot be used as a snack or refreshments for any internal use, including not for meetings, trainings, etc.</p>
<p>Taste testing, which can include staff/volunteers trying a recipe or testing food so they can encourage neighbors to try it. They may also offer samples to the clients/neighbors. (Any preparation of foods should be done following the highest food safety standards. Taste testing should be done in small quantities. The GPFB encourages programs to connect with local Extension Agents to assist with recipes and testing.)</p>	<p>Product cannot be used for any sort of fundraising activity, either as prepared food (bake sales, spaghetti dinners) or raffle/auction items or as prizes for neighbors (bingo, games, etc.).</p>
<p>Sharing excess food/product with other food assistance programs, as long as they are agency partners of the GPFB. A list of agency partners can be found at <a href="https://www.greatplainsfoodbank.org/get-help/pantries-and-soup-kitchens/">https://www.greatplainsfoodbank.org/get-help/pantries-and-soup-kitchens/</a></p> <p>When sharing product, both programs must record: agency names, date shared, pounds shared, temperature at delivery/pick up and a brief description of the product shared. A sample secondary distribution log can be found on the PARC.</p>	<p>Sharing food/product with entities that are not affiliated with the GPFB. This is a form of sale, barter and trading, which is unallowable.</p>
	<p>Using any donated non-food product to support the organization/facility. Including internal use of paper products, cleaners, furniture, household items or any other donated item. All donated items must be given to clients/neighbors.</p>

\*Please note, this is not a complete or comprehensive list of approved and prohibited uses. See the Annual Partnership Contract for more details. Contact your Regional Services Manager with any questions.

## 7.2 NEIGHBOR FEES AND CONDITIONS

Any agency partner that receives donated food/product from the GPFB **must** be used to serve the ill, needy, and/or children with no charge or conditions.

All agency partners are prohibited from charging fees (or be perceived as charging fees) for any of the food/product they distribute, including charging clients/neighbors for bags, boxes, intake cards or any other item. Agency partners may not ask for financial donations or have a donation jar prominently displayed during distributions

Agency partners cannot add any work requirements, including volunteer time, in order to receive food.

Agency partners cannot add any additional conditions in order to receive food assistance.

## 7.3 RELIGIOUS PROSELYTIZING

We recognize that many agency partners are located in and/or sponsored by a church or religious organization; however, agency partners cannot participate in religious proselytizing. This includes discriminating against neighbors based on faith or beliefs, requiring, or requesting neighbors attend a service or other faith-based activity, or asking questions pertaining to religious affiliations verbally or on an intake form.

ALLOWABLE		UNALLOWABLE
Religious artifacts and paintings hung on the walls that are regular fixtures in the room.		Requiring neighbors to take religious items/materials and/or inserting them in the bags/boxes when distributing food.
Provide pamphlets for faith-based activities as part of a larger display of resources.		Inserting faith-based pamphlets into bags/boxes when distributing food.
Having a pastor or religious official help with the food distribution.		Require or encourage neighbors to have a religious conversation with a pastor or religious official.
Praying with volunteers or neighbors before or after food distribution; only if it's optional and done in a space and time separate from the food distribution.		Praying with volunteers or neighbors at the same time and in the same room as the food distribution.

## 7.4 DISCRIMINATION

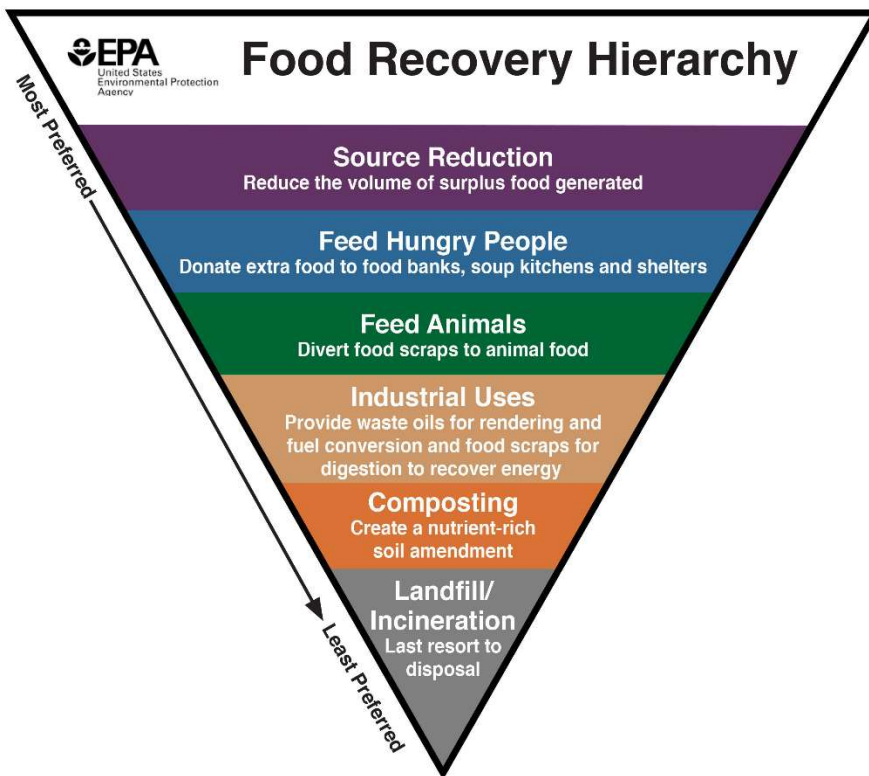
All agency partners are required to serve clients/neighbors in an inclusive and non-discriminatory manner and cannot deny access to anyone based off of race, ethnicity, gender, socio-economic status, physical or mental ability, religious belief, national origin, citizenship, ancestry, age, marital status,

familial or parental status, sexual orientation including gender identity or expression, political viewpoints and other ideologies, or discharge status from the military or status as a protected veteran.

All agency partners are required to complete the Civil Rights training biennially at the time of their site visit.

Agency Partners participating in The Emergency Food Assistance Program (TEFAP) must complete the Civil Rights training annually.

### 7.3 PRODUCT DISPOSAL



Due to the nature of accepting donated food/product, there are times when the food/product received is no longer usable. When choosing a disposal method, use the Environmental Protection Agency Food Recovery Hierarchy to select the best method of disposal.

## SECTION 9: FOOD SAFETY

All agency partners are required to comply with all local, state and federal guidelines that apply to all appropriate aspects of the operation. Food safety laws, regulations and guidance may change and the GPFB will update agency partners regularly on any changes that affect them.

### 9.1 GOOD SAMARITAN FOOD DONATION ACT

The GPFB and agency partners comply with The Bill Emerson Good Samaritan Food Donation Act. The Act protects the food donor and the non-profit from civil and criminal liability, so long as the product was donated and handled in good faith. To ensure food/product is handled appropriately to prevent any harm to the final recipient, all agency partners must not accept donations of or distribute any of the following:

- Food that does not appear wholesome or fit for consumption due to age, freshness, grade, contamination, or insect infestation;
- Containers that have been opened or appear to have been tampered with;
- Canned goods that are leaking, swollen, no longer airtight, or badly dented; and/or
- Foods that have not been stored in the appropriate safe temperature range.

While the GPFB conducts thorough inspections upon receiving the product, due to the nature and quantity of the product received, not everything is caught. The GPFB asks all agency partners to inspect the items upon arrival and notify your Regional Services Manager within two business days of receiving any damaged, or contaminated items. For record keeping purposes, email is the preferred method of notification and photos are encouraged.

### 9.2 CERTIFICATION

All agency partners must have at least one representative with an active food safety certification on file with the GPFB. This person must be a regular volunteer or staff who typically picks up, transports, and/or distributes food, or a person who supervises those activities. Should staff or volunteer turnover take place, the agency partner must immediately notify their Regional Services Manager; as food safety training for the new personnel must take place within 60 days of their start date.

The type of food safety certification depends on the services provided by the agency partner.

- Grocery type agencies (program that gives food to client to take home to prepare, i.e., food pantries) must have at least 1 staff/volunteer that has completed the “ServSafe Food Handler for Food Banking” training. All other staff and/or volunteers must have basic food safety training.
  - The GPFB will provide each agency partner with the appropriate booklet during onboarding and at the biennial site visit. Additional copies of the booklet can be purchased for \$5. This booklet should be reviewed and at least 1 staff/volunteer must pass the food safety quiz and provide to their RSM.



- On-site meal programs (soup kitchens, congregate meal sites) must have at least 1 staff/volunteer that has Food Protection Manager Certification. All other staff and/or volunteers must have basic food safety training.
  - This proctored test and class will be taught by a certified instructor and offered free of charge for agency partners. The agency partner's RSM will work with the proctor and agency to determine the date.

Agency partners are encouraged to have all staff and volunteers complete food safety training annually and create a log of participants.

### 9.3 STORAGE

The GPFB requires all agency partners to maintain safe food storage practices outlined in the [Good Manufacturing Practices](#) and in compliance with local, state and federal laws.

All agency partners, at a minimum, are required to:

- Store food in a clean, temperature-controlled environment, free from pests and other contamination risks.
- Store food at least 6 inches off the ground and 4 inches away from ceilings and walls.
- Implement a regular cleaning schedule to ensure the facility and all storage units are clean.
- Store refrigerated food at 32-40°F.
- Store frozen food at or below 0°F.
- Store shelf stable food in a cool, dry place at temperatures between 35-75°F.
- Store non-food items (household cleaners, paper products, pet food, personal care items) separately from food.
- Inspect product received to ensure it is fit for distribution and consumption.
- Log temperatures of freezers and refrigerators.
- Log pest findings and control practices.

(Sample Temp and Pest Control Logs, along with additional storage support can be found at the [PARC.](#))

Best practices:

- Have handwashing facilities nearby or another method of sanitization.
- Follow the FIFO (first in, first out) flow of inventory.

### 9.4 RECALLS

The GPFB actively tracks pertinent food/product recalls and makes the recall information available to agency partners on the PARC. Agency partners are strongly encouraged to check the recall list weekly. Item(s) on the list may not have been distributed through the GPFB, but an agency partner may have received it through other food streams.

In the event a recalled item WAS disbursed through the GPFB, the following actions will take place:

- GPFB staff will call each agency partner who has/may have received the recalled items within 24 hours of the recall notice.
- GPFB will verbally confirm that the product was received and will advise on disposal methods.

- GPFB may also advertise the recall through other means, such as mail, email, newspapers or radio if necessary.

All agency partners should establish a recall procedure, including plans for notifying neighbors and disposal of product. **It is the responsibility of the agency partner to notify clients/neighbors who may have received a recalled item.** This can be done via social media, calls, emails, flyers at the program site, etc.

## 9.5 REPACKING

Agency partners are strictly prohibited from repacking food in an unlicensed facility, as it voids protection under the Good Samaritan Act. Any product (refrigerated, frozen, shelf stable) that comes in a sealed package cannot be repacked for distribution.

If the product is loose and would be in an “open market” within a grocery store, agency partners may repackage or leave it for neighbors to package themselves, this includes some produce and non-food items. (Non-food items cannot be opened, or used to fill other containers, they must have the protection seal in tact.)

Should the agency partner want to pursue repacking, contact your local health unit for licensing and facility requirements.

## 9.6 LABELING STANDARDS

Food label requirements provide information to and protect consumers including those who are allergic to certain foods or on restricted diets. All food and packages for consumers must follow the Fair Packaging and Labeling Act (FPLA). All food distributed by the agency partner **MUST** have a label, except fresh fruits and vegetables.

To comply with the FPLA, the label must include:

- The common/usual name of the item.
- Name and place of business of the manufacturer, packer, or distributor.
- The net quantity (weight) of the contents.
- The common/usual name of each ingredient, listed in descending order of prominence.

Labels on donated product can at times be ripped, torn, or illegible. In that case, the product cannot be distributed until such a label is found/created and put on the item. The label must be in English, legible and complete.

If prepared foods are donated (typically from a restaurant or food service source), the label must contain:

- The name and location of the organization responsible for receiving and distribution the original donation.
- The name and location of donor.
- The food description.

- The date of donation.
- Allergen disclaimer statement that includes the following language: “Warning; This food may contain, have come into contact with, or have been produced in a facility which also produces milk, eggs, peanuts, tree nuts (walnuts, almonds, pecans, hazelnuts/filberts, pistachios, cashews, coconuts, pine nuts, macadamia nuts, and/or Brazil nuts), fish, shellfish (crab, crawfish, lobster, shrimp, mussels, and/or oysters), wheat, soybeans, and/or sesame seeds.”

## 9.7 SPECIFIC FOOD/PRODUCTS GUIDANCE

Agency partners are encouraged to procure food and donated items from a variety of sources. Use the guidelines below when accepting donations or making purchases.

<b>Cannabis Infused Products</b>	The FDA currently prohibits cannabidiol (CBD) and tetrahydrocannabinol (THC) to be added to food and beverages sold in Interstate commerce. The GPFB and agency partners may not distribute products that contain CBD, THC or other cannabinoids.
<b>Fresh Produce, Eggs &amp; Honey</b>	Farm fresh produce, eggs, and honey are encouraged! Farm fresh eggs cannot be used for preparation at meal sites.
<b>Homemade or Canned Goods</b>	Agency partners cannot accept homemade or canned goods for distribution that are not prepared in a USDA licensed facility. These items are very high risk for foodborne illnesses.
<b>Butchered Meat</b>	Agency partners can only accept frozen meat if it has been butchered, packaged, and labeled in a USDA inspected and certified butcher. Home butchered animals cannot be donated or distributed.
<b>Over the Counter Medications</b>	<p>The GPFB does not accept OTC medications, and agency partners are under no obligation to accept them either.</p> <p>If accepted, the OTC medications must:</p> <ul style="list-style-type: none"> <li>• Be within the product’s expiration date.</li> <li>• Have intact and readable labels, including common name of the drug, list of ingredients, net quantity of contents, potency per recommended dose, adequate directions for use, storage requirements (if any), control number, expiration date, name and address of responsible firm and warnings.</li> <li>• Have intact tamper-resistant packaging.</li> </ul> <p>Complete final quality control check at the time of distribution to verify that it meets requirements.</p>
<b>Pet Food</b>	Pet and other animal foods are subject to the same food safety and handling standards as human food.
<b>Retail Food &amp; Prepared Foods</b> (from restaurants, caterers, hotels, grocery, convenience stores)	<p>Donations must adhere to and be accepted under the following conditions:</p> <ul style="list-style-type: none"> <li>• Provided by a regulated food business</li> <li>• In compliance with federal, state and local regulations</li> <li>• TCS foods must be picked up at safe holding temperatures</li> </ul>

	<ul style="list-style-type: none"> <li>Receiving records must be maintained, including, without limitation, sample product temperatures and visual inspection documentation</li> </ul> <p>Product must be:</p> <ul style="list-style-type: none"> <li>Picked up under safe storage conditions that prevent allergen cross-contact and are free from chemical, microbial, and physical contamination.</li> <li>Appropriately labeled (<b>See section 9.6</b>)</li> <li>packaged in first-use, food grade packaging</li> <li>Food that has not been previously served to the public (such as food that has been on a self-service buffet or bulk food that is not protected from public exposure)</li> <li>First generation food. Food prepared for the first time and not leftovers reheated for second-time service.</li> </ul>
<b>Vitamins &amp; Supplements</b>	<p>Vitamins and dietary supplements are regulated by the FDA as food, and therefore all requirements of food handling apply to their receipt and distribution.</p>
<b>Wild Game</b>	<p>Meat and poultry products <b>can</b> be donated to ND agency partners, so long as:</p> <ul style="list-style-type: none"> <li>It has officially been State inspected and bears the “inspected and passed” inspection legend.</li> <li>It bears the appropriate mark for inspection under the Cooperative Interstate Shipment (CIS) Program that bears USDA “inspected and passed” SEND legend.</li> <li>It has been federally inspected and bears USDA “inspected and passed” (meat) or “inspected for wholesomeness” (poultry) inspection legend.</li> <li>Retail exempt product—product produced by a retail exempt establishment that originated from state or federally inspected product. Product will not bear an inspection legend.</li> <li>Legally harvested, pure wild game may be donated IF it is not mixed with any other species and has been processed in a USDA inspected and certified butcher shop.</li> </ul> <p>These meat and poultry products <b>may NOT</b> be donated to ND agency partners:</p> <ul style="list-style-type: none"> <li>Home butchered animals.</li> <li>Legally harvested wild game that is mixed with cattle, swine, sheep, goats, farmed Cervidae, llama, horses, equines, other large, domesticated animals, and poultry.</li> <li>Custom exempt slaughtered or prepared "Animals" which includes cattle, swine, sheep, goats, farmed Cervidae, llama, horses, equines, other large, domesticated animals, and poultry as defined in North Dakota Century Code 4.1-31 (NDCC 4.1-31).</li> </ul> <p><a href="#">See the PARC for more details and the full document on donating wild game.</a></p>

## SECTION 10: FEES AND BILLING

### 10.1 FEES

Annual Partnership Fees: At the beginning of each calendar year, agency partners are invoiced for a \$50 partnership fee for every site serviced by the GPFB. This fee helps to cover the cost of PWW, staff support, training, and communications.

The GPFB does not charge agency partners for donated food, rather agency partners are requested to contribute to two types of fees.

Shared Handling Fees: This fee ranges from \$.00 - \$.18 per pound and is noted on the PWW shopping/order list. By providing a few cents per pound, agency partners are literally sharing in the shipping, handling, and storage costs the GPFB incurs. Note – TEFAP items are **NOT** included in the shared handling or delivery fee.

Delivery Fees: Starting on January 1, 2023, the direct delivery fee will be \$0.07 per pound. Starting July 1, 2023 that fee increases to a \$.10 per pound. Delivery fees are capped at \$500, unless one agency partner orders more than 1 truckload. If two full trucks are needed to deliver an entire order, an additional charge of \$500 will be added to the partner's invoice.) A full semi-truck typically equates to 40,000 pounds or 22 pallets. Delivery fees are added to invoices after orders are submitted in PWW. Note – TEFAP items are **NOT** included in the shared handling or delivery fee.

Cass/Clay Delivery Fees: Agency partners located in Cass and Clay Counties offset the transportation costs with a set delivery fee of \$50/load.

Purchased Product: In order to keep a good variety and supply of food products, the GPFB will use their bulk purchasing power to purchase large quantities of certain items. Purchased products are identified on the shopping/order list as “purchased” and include a case cost rather than a shared handling fee. Currently, with the supply shortages, the GPFB is able to reduce the cost of purchased product by subsidizing a percent of each item.

### 10.2 BILLING

Billing is conducted through PWW, where agency partners have access to statements, invoices, and balances. Statements are uploaded to PWW accounts on the first business day of the month. Invoices are available on PWW after deliveries are made. GPFB will provide a paper copy of the invoice upon delivery.

agency Partners should submit payments within 30 days from the posting of the statement. **Checks must be written from the 501(c)(3) organization to the GPFB.** Payments should be submitted with your agency name and agency reference number. Payments not submitted within 90 days will result in temporary suspension from GPFB partnership.

Occasionally, donations and/or grants are passed through GPFB to agency partners. Funding allocations are typically made based on service statistics or location of partner and those dollars can be used toward orders made through GPFB. Pass-through funds are subject to have stipulations. Funds show up on statements as a credit until spent.

## **SECTION 11: CLOSURES**

### **11.1 WEATHER**

It is the GPFB's policy to remain open during most periods of inclement weather. The GPFB may close facilities or delay the opening of facilities when circumstances warrant to ensure the safety of employees and neighbors. Order deliveries and retail food rescue deliveries are subject to be delayed or rescheduled due to inclement weather. The GPFB will call and/or email agency partners to inform of rescheduled dates and times as soon as possible.

Closure of either the Fargo or Bismarck facility will be sent out to all agency partners via email and will be posted on social media platforms. Should an agency partner close due to inclement weather or isn't able to receive a scheduled delivery, they must notify their Regional Services Manager immediately.

### **11.2 HOLIDAYS**

The GPFB holiday schedule will be posted to the PARC each year. When closed, all GPFB operations will cease; warehouses and offices will be closed and all deliveries and retail food rescue will not be running. Agency partners are still welcome to operate while GPFB is closed, including serving neighbors and conducting their own retail food rescue pick ups.

## **SECTION 12: NON-COMPLIANCE AND COMPLAINTS**

Agency partners found to be in violation of any GPFB policies and procedures outlined in this handbook and/or included in the partnership agreement will be subject to corrective action, suspension and/or termination.

Should a GPFB staff member, volunteer or other individual witness a violation involving an agency partner, they will be referred to the appropriate Regional Services Manager (RSM) who will assess. The assessment may involve interviews, site visits, and other methods of collecting information. The RSM will work with the GPFB's Program Director and Chief Operating Officer as needed and to take any disciplinary steps.

### **12.1 CORRECTIVE ACTION PLAN**

A Corrective Action Plan is created in collaboration between the RSM and the agency partner when the agency partner is out of compliance. The plan will include a summary of the compliance issue, action plan for remedy, timeline, responsibilities and a recheck date. During this time, agency partners may still be eligible to order, receive retail food rescue deliveries, and/or conduct retail food rescue pick-ups. A corrective action plan ends when the plan is complete, the partner is suspended, or terminated.

## 12.2 SUSPENSION

Should the corrective action plan not be completed, or a violation warrants immediate suspension, the GPFB's Program Director and Chief Operation Officer may implement a suspension. Suspension will not exceed six months and will be notified of their suspension status via email, including the cause, and next steps. During suspension, the agency partner is temporarily not eligible to receive GPFB product; they cannot order, receive retail food rescue deliveries, or conduct retail food rescue pick-ups. Agency partners maintain an active status with the GPFB while on suspension. Annual partner agreements will not be sent to agency partners who are suspended during that timeframe; the agreement will be sent after suspension is lifted.

Suspension ends when one of the following occurs:

- Agency partner works with RSM to remedy the violation(s).
- Agency partner voluntarily terminates their partnership with the GPFB. No fees previously paid will be reimbursed.
- Agency partner has been terminated by the Program Director if violation(s) is not remedied.
  - Agency partner will be notified of their termination via email and in writing. No fees previously paid will be reimbursed.

A suspension or corrective action plan may be extended by the RSM if the agency partner proves progress has been made and plans are in place to remedy the violation(s) in a timely manner.

## 12.3 TERMINATION

If the violation(s) and compliance issue is not remedied

- within the agreed upon timeframe and plan,
- due to lack of communication by the agency partner,
- due to agency partner's unwillingness to comply,
- and/or the violation(s) is an ongoing issue,

the GPFB has the right to terminate partnership.

The Agency partner will be notified of their termination via email and in writing. No fees previously paid will be reimbursed and they will be removed from all GPFB materials.

If an agency partner is terminated, they are eligible for re-instatement after a three-year period has passed and there is proof of remedied violations. Reinstatement is on a case-by-case basis.

## 12.4 APPEAL PROCEDURE

Agency partners may appeal any disciplinary action as long as these steps have been completed:

1. The agency partner contacted their RSM to discuss the issue, find a resolution and initiate the corrective action plan.
2. Agency partner showed willingness to comply and had communication with the RSM.

If neither of those steps were followed, the agency partner forfeits their ability to appeal.

If those steps were followed and the agency partner wishes to appeal the decision, they should follow these steps:

- Put an appeal request, in writing (email accepted), to the Program Director. The request should include all steps taken thus far.
  - The Program Director will conduct a thorough investigation and provide the Chief Operating Officer an in depth analysis of the case within 5 working days. The COO and PD will determine the best solution and present to the CEO, who will make the final decision.
  - No later than 10 working days after the appeal was filed, the PD will share the results of the investigation and decision with the agency partner and the RSM. This decision will be upheld as the final decision.

## 12.5 COMPLAINTS

Should a neighbor, client, volunteer, community member or other stakeholder contact the GPFB with a complaint about an agency partner, the GPFB has an obligation and responsibility to investigate and respond.

Regardless of how the complaints were received, the GPFB staff will accurately document the complaint, in writing, and forward to the appropriate RSM. All complainants' identities will remain confidential and will not be shared with the agency partner. The GPFB may keep the identity of the individual for follow up only.

The RSM and the Program Director will immediately address the issue with the agency partner and/or sponsoring organization. Any conversations, email exchanges, meetings or follow up notes will be collected by the RSM and kept in the agency partner's file.

If the complaint concerns a violation of food safety and/or the GPFB partnership agreement, the RSM will work with the agency partner on a corrective action plan (See 12.1 above) or suspend the agency partner.

If the GPFB receives three or more complaints about an agency partner in a 12-month period, partnership may subject to termination.

## SECTION 13: RETAIL FOOD RESCUE

### 13.1 RETAIL FOOD RESCUE

Retail food rescue is designed to accept unsellable product from donor grocery stores, foodservice distributors, big box retailers and foodservice establishments and quickly get it into the hands of those in need. The GPFB may allow selected agency partners to distribute any excess product obtained from a retail donor if:

- The distribution by the agency partner will maintain product quality and/or be distributed while it is safe for human consumption.



- Product is only distributed once and only to agency partners in good standing with the GPFB.

Feeding America facilitates relationships with national donors, and connects the donor with the GPFB. The GPFB also creates relationships with retailers locally who are interested in donating as well.

Agency partners located in **Fargo, Moorhead, West Fargo, Dilworth, Bismarck** and **Mandan** may receive deliveries of retail food rescue product. While the current delivery routes are at capacity, if an agency partner wants to be added to a wait list, please connect with the RSM.

Please note that available items will vary in quantity and variety dependent on the donor's inventory and will fluctuate regularly. The GPFB cannot guarantee the times of these deliveries, instead agency partners will be provided with a delivery timeframe.

Agency partners who receive retail food rescue deliveries must sign the addendum in the annual partnership agreement.

Some agency partners may participate in a combination of GPFB deliveries and their own retail food rescue pickups.

## 13.2 AGENCY ENABLED RETAIL RESCUE

The GPFB may permit select agency partners to pick up product donations on behalf of the GPFB when the food bank is unable to. Agency partners who agree to do pickups will receive training from the GPFB and must agree to report weekly via PWW.

The agency partner must sign an annual agreement reflecting their agreement to:

- Handle and distribute all product obtained through the program in adherence with their primary signed annual agreement.
- Provide a point of contact for the GPFB and the donor to call for pickup, scheduling, or other needs, and notify the GPFB when contact information changes.
- Transport frozen and refrigerated product using approved devices to maintain safe food temperatures including, for example, passive temperature control devices such as coolers and thermal blankets, or active temperature control devices such as a refrigerated vehicle or refrigeration unit.
- Take and document sample temperatures for all frozen and refrigerated product at the time of pickup and again at the delivery site.
- Pick up product on the days and times agreed upon with the GPFB and the donor.
- Contact the GPFB regarding any issues that arise with donor. (Agency may refuse all or part of a donation due to the condition of the product (spoilage, damaged packaging, etc.)
- Document the weight, and, if required by the donor, product type and location of each pickup, and accurately report this information to the GPFB no later than 30 days after each pick up.
- Work in partnership with the GPFB and any other approved agency partners assigned to the same donor, if applicable.
- Appropriately represent the GPFB and the Feeding America network to the donor.

- Ensure that all staff or volunteers who handle product have required food safety training.
- Adhere to partner food bank policies and procedures provided to agency partners through training and other materials.

Agency partners who cannot make a scheduled pick up should reach out to another GPFB retail food rescue enabled partner if possible. If no agency partners are available, the donor(s) should be contacted and informed of the situation.

### 13.3 AGENCY PARTNER SHOPPING

Agency partner shopping allows agency partners the opportunity to come to the Bismarck and Fargo warehouse to select available retail rescue product from the partner shopping section. Product available through partner shopping is often received through retail food rescue and is close dated or not in large enough quantities to put on the order list. Please connect with your local RSM to inquire about availability of agency partner shopping.

## SECTION 14: GPFB RESOURCES AND SUPPORT

Agency partners are a vital part of the hunger relief network. The GPFB strives to make each agency partner as strong as possible and work closely with them to ensure compliance and build their capacity. Agency partners work closely with the Program and Agency Services team at the GPFB. Each agency partner is assigned a Regional Service Manager, who serves as their point of contact on anything.

### 14.1 COMMUNICATION

The GPFB strives to have open, transparent, and proactive communication with agency partners in a variety of methods, including email, phone, in person visits and other online services to connect.

A primary communication point between the GPFB and agency partners is the Partner Agency Resource Center (PARC). [The PARC is available to agency partners.](#) Updates, reminders, recalls, holiday schedule, order and delivery schedule and other useful resources can be found on this page. Agency partners are encouraged to use this as a first resource for any questions.

All agency partners are required to inform the GPFB staff of any staff/personnel changes within 30 days. Any new staff is required to go through the appropriate food safety training within 60 days. The RSM will connect with the new staff/volunteers to provide orientation and onboarding.

### 14.2 SITE VISITS

Each agency partner can expect an in-person site visit at their location, biennially. The GPFB reserves the right to perform a site visit more frequently. During the 1-2 hour visits, the RSM will:

- Monitor the agency partner's operations and ensure compliance with all guidelines included in this manual and in the annual agreement.
- Inspect the food storage/distribution areas to ensure food safety compliance.
- Learn more about the operations of the agency partner and the process for distribution.
- Coach the staff/volunteer on any issues or questions.

- Provide any best practices from other agency partners.
- Share any capacity building opportunities or ideas.

The GPFB encourages agency partners to invite anyone involved with programming to attend the visit, including volunteers, sponsor and/or board members. Following the visit, the RSM will send a follow-up email with the findings of the site visit, any required changes and best practice recommendations.

Agency partners that are out of compliance or need additional support may have follow-up in-person visits or check-ins as needed.

### 14.3 CAPACITY BUILDING

The GPFB encourages agency partners to increase their capacity and continue to strengthen their operations in order to further advance our mission to end hunger. Building capacity helps increase agency partner's effectiveness to optimize food distribution and improve access for neighbors.

Capacity building can occur in a variety of ways, including gatherings, toolkits, and programming.

**Gatherings:** The RSMs host quarterly partner calls, regional meetings, statewide summits and "Food for Thought" sessions with agency partners. These gatherings can take place in person or virtually and all agency partners are invited and encouraged to attend. These gatherings offer a time to connect and network with your peers, share information, and best practices, and learn about new opportunities.

**Toolkits:** The GPFB staff create specialized toolkits that are available to all agency partners on the PARC. Toolkits are available on a range of topics and can be tailored to your community's needs.

**Programs:** The GPFB offers a variety of programs that agency partners can offer to their clientele as well, including the child hunger programs, senior hunger programs, SNAP outreach and Retail Food Rescue. To learn more about the programs offered, please see Section 1.4.

If your agency is interested in offering any of the programs listed, please contact your RSM and they will work with you.

## SECTION 15: THIRD PARTY GRIEVANCE & WHISTLEBLOWER POLICY

The GPFB is committed to the highest possible standards of ethical, moral, and legal conduct. The GPFB's Code of Ethics requires employees and board of directors to observe high standards of business and personal ethics in the conduct of their duties and responsibilities and to comply with all applicable laws and regulatory requirements. The Third-Party Grievance and Whistleblower Policy provides an avenue for individuals and organizations affected by the operations of the GPFB and the actions of its staff and board to raise concerns about inappropriate activity, and to be reassured that they will be protected from retaliation for reporting wrongdoing.

This policy is intended to encourage and enable persons to raise serious concerns about the GPFB prior to seeking resolution outside of the food bank.

In the event of a third-party grievance, the GPFB will:

- process grievances in an effective, appropriate, transparent, and fair manner, with due consideration for confidentiality and the rule of law;
- conduct an initial assessment and investigate further as needed;
- identify the root causes, remedy the impacts, and take disciplinary action where appropriate;
- advise complainants of the outcome of the investigation;
- develop remedial training and implement procedures to reduce the likelihood of future similar complaints;
- report complaints to the appropriate external authorities when the nature or severity of the complaint requires such action;
- publish the Third-Party Grievance and Whistleblower Policy on its website.

## 15.1 DEFINITION

Third-parties within the context of this policy may include, but are not limited to, agency partners, volunteers, donors, neighbors, stakeholders, and advocates. Separate policies and procedures are in place for employees and board members.

Inappropriate activity may include, but is not limited to, actions that are discriminatory, unlawful, unethical, constitute harassment, or otherwise amount to serious improper conduct.

## 15.2 REGISTERING A GRIEVANCE

Those wishing to register a grievance should send an email to [complianceofficer@greatplainsfoodbank.org](mailto:complianceofficer@greatplainsfoodbank.org) giving as much information as possible of the circumstances surrounding the inappropriate activity. Grievances can also be mailed to: Compliance Officer, Great Plains Food Bank, 1720 3<sup>rd</sup> Ave N. Fargo, ND 58102.

If the grievance involves the Chief Executive Officer, it should be sent to [boardchair@greatplainsfoodbank.org](mailto:boardchair@greatplainsfoodbank.org) or mailed to the Board Chair at the address above.

## 15.3 COMPLIANCE OFFICER

The GPFB Chief Executive Officer serves as the GPFB's Compliance Officer. The Compliance Officer is responsible for investigating and resolving allegations concerning serious improper conduct. The Board Chair or his/her designee will take on the Compliance Officer role if the complaint involves the Chief Executive Officer.

## 15.3 HANDLING OF REPORTED VIOLATIONS

The Compliance Officer will acknowledge receipt of the reported violation or suspected violation in writing, to the complainant within five (5) business days. The point of contact will outline to the

complainant the stages in the resolution process, liaise with all relevant parties, provide progress updates as appropriate, and report on the outcome. All grievances will be promptly investigated, and appropriate corrective action will be taken if warranted by the investigation.

#### **15.4 NO RETALIATION**

No third party, who in good faith, reports a violation of a law or regulation requirements or other inappropriate activity will suffer intimidation or retaliation of any kind. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

#### **15.5 REQUIREMENT OF GOOD FAITH**

Anyone filing a complaint concerning a violation or suspected violation of the law or regulation requirements or other inappropriate activity must be acting in good faith and have reasonable grounds.

#### **15.6 CONFIDENTIALITY**

Violations or suspected violations may be submitted on a confidential basis by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

#### **15.7 ANONYMOUS ALLEGATIONS**

The policy encourages complainants to share their names and contact information because appropriate follow-up questions and investigation may not be possible unless the source of the information is identified. Concerns expressed anonymously will be investigated, but consideration will be given to the ability to confirm the allegation from attributable sources. Anonymous allegations may be sent to the appropriate person as outlined under the Registering a Grievance section above by mailing it to the organization's address or emailing it from a public computer.

***Thank you for joining us in our mission to end hunger today, tomorrow, and for good.***

***We are eternally grateful for all your work in collaboration with Great Plains Food Bank!***