Introduction, guidelines, and procedures for Food Lifeline member agencies

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(206) 545-6600
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>About Food Lifeline</td>
<td>3</td>
</tr>
<tr>
<td>Contacting Food Lifeline</td>
<td>4</td>
</tr>
<tr>
<td>Operational Policies</td>
<td>5</td>
</tr>
<tr>
<td>Membership</td>
<td>5</td>
</tr>
<tr>
<td>Client Grievance Procedure</td>
<td>5</td>
</tr>
<tr>
<td>Usage of Food Lifeline Product and 170(e)(3)</td>
<td>5</td>
</tr>
<tr>
<td>Administrative</td>
<td>7</td>
</tr>
<tr>
<td>Agency Contacts &amp; Method of Communication</td>
<td>7</td>
</tr>
<tr>
<td>Record Keeping</td>
<td>7</td>
</tr>
<tr>
<td>Monitoring Procedures</td>
<td>7</td>
</tr>
<tr>
<td>Agency Usage of Food Lifeline's &quot;Member Of&quot; Logo</td>
<td>8</td>
</tr>
<tr>
<td>Product Distribution &amp; Receiving</td>
<td>9</td>
</tr>
<tr>
<td>Food Lifeline Facility &amp; Distribution Information</td>
<td>9</td>
</tr>
<tr>
<td>Accessing Products</td>
<td>10</td>
</tr>
<tr>
<td>Adherence to Donor Guidelines</td>
<td>11</td>
</tr>
<tr>
<td>Receiving Policies and Procedures</td>
<td>11</td>
</tr>
<tr>
<td>Food Lifeline Closures</td>
<td>13</td>
</tr>
<tr>
<td>Product Return Policy</td>
<td>13</td>
</tr>
<tr>
<td>Distributing to Clients</td>
<td>14</td>
</tr>
<tr>
<td>Product Handling and Storage</td>
<td>14</td>
</tr>
<tr>
<td>Food Safety</td>
<td>14</td>
</tr>
<tr>
<td>Permitting Requirements</td>
<td>17</td>
</tr>
<tr>
<td>Payment &amp; Food Lifeline Owned Equipment</td>
<td>18</td>
</tr>
<tr>
<td>Food Lifeline's Operating Costs</td>
<td>18</td>
</tr>
<tr>
<td>Payment Policies</td>
<td>18</td>
</tr>
<tr>
<td>Member Agency Agreement</td>
<td>19</td>
</tr>
<tr>
<td>Contract Non-compliance Process</td>
<td>20</td>
</tr>
<tr>
<td>Grievance Resolution Procedure</td>
<td>21</td>
</tr>
<tr>
<td>Terminology</td>
<td>22</td>
</tr>
<tr>
<td>Appendices</td>
<td>23</td>
</tr>
</tbody>
</table>

Can’t find an answer to your question in the manual? Call a member of Agency Relations at (206) 545-6600 and we will be glad to assist you.

# Addendum

Food Lifeline Staff Directory

Food Lifeline Member Agency List
ABOUT FOOD LIFELINE

Mission:
Our mission is to engage communities and mobilize resources to end hunger in Western Washington.

Values:
We value innovation, accountability, responsiveness, leadership, diversity and respect.

What we do:
Food Lifeline exists to serve member agencies in seventeen counties of western Washington who distribute food to the men, women and children facing hunger. Food Lifeline is a distribution center that provides a creative link between food sources, agencies, and ultimately hungry people. We encourage the food industry to donate unmarketable but usable food it would otherwise discard, collecting millions of pounds each year to then distribute to our member agencies.

A Brief Guide to Food Lifeline Programs
Food Lifeline operates a variety of programs that allow us to effectively distribute the wide varieties of food we receive to our member agencies. Nearly 300 local and national manufacturers, distributors, farms, processors, and food distribution centers contribute food to our online ordering program, called Full Plate. We operate a food purchasing program called Order Up!, which is designed to offer consistent product offerings to member agencies. Local restaurants and caterers contribute prepared food through our award-winning Seattle’s Table program. Grocery retailers donate a variety of nutritious products like meat, dairy, fresh produce and baked goods through our Grocery Rescue program. Food Lifeline’s Kids Café Program provides meals and snacks for children located in communities with limited access to healthy, kid-friendly food during the summer months and after school. The Mobile Food Pantry program partners with agencies near underserved communities to provide direct distribution from Food Lifeline’s truck. Food Lifeline also acts as TEFAP lead for King County, and provides bulk purchasing services to coalition groups in our network through our Community Buy program.

Accountability:
Food Lifeline is a member of Feeding America—a network of hunger relief food distributors across the country—which allows us to access a variety of resources both locally and nationally. As a couple of examples, this relationship helps us to establish relationships with corporate donors and allows us to procure truckload quantities of food from other areas of the country. You are a member of the Feeding America Network because of your affiliation with Food Lifeline and benefit from national partnerships we have as a network. Below is a representation of how resources often travel in our network from Feeding America to Food Lifeline, and ultimately to your agency and the clients you serve.

For more information on Feeding America and their standards and expectations, please visit www.feedingamerica.org.
CONTACTING FOOD LIFELINE

Agency Relations Staff
Contact us: (206) 545-6600 or AgencyRelations@foodlifeline.org

Agency Relations is the Food Lifeline team dedicated to working with our member agencies. The Agency Relations staff is located at our Hunger Solution Center, at 815 S 96th St in Seattle. We encourage you to stop by to say hello, get a question answered, or ask for assistance. We are happy to provide information about food safety, client or volunteer issues, methods of distribution, or pretty much anything else related to your agency’s operations. With a network of nearly 275 member agencies, we can turn to your peers for information on best practices even if you have a question that we don’t initially know how to answer.

Please be sure to call (206) 545-6600 with any urgent needs (we do not always have immediate access to email).

Member Agency Council

The Member Agency Council (MAC) is a committee made up of you – our member agencies. The MAC consists of elected representatives from each of the seven regions of our member agency network. The purpose of the MAC is to give voice to the network membership. The MAC also helps guide Food Lifeline to set goals and develop programs that will best benefit the entire network. Please let the group know what you think. If you have a topic of interest that you would like discussed or addressed, please fill out the MAC Topics Form (see Appendix) and submit it to AgencyRelations@foodlifeline.org or your regional MAC representative.
OPERATIONAL POLICIES

Membership

Member agencies must meet Food Lifeline’s Eligibility Requirements as outlined in the Appendix of this Manual. Further, all member agencies must have a signed and completed contract on file and be in good standing in order to receive services through the Food Lifeline member agency network. All sites where food from Food Lifeline is distributed must be approved in advance by Food Lifeline and included in biennial monitoring. If you know an agency that would like to become a member agency, have the member contact the Agency Relations Manager at (206) 545-6600.

Client Grievance Procedure

A client grievance procedure must be conspicuously posted in the area where clients are served. This outlines the process at your agency for resolving a situation where a client thinks he/she has been treated unfairly and allows clients to have a voice in the process. A template for a Grievance Resolution Procedure is included in the Appendix.

Usage of Food Lifeline Product and 170(e)3

All items donated to Food Lifeline are donated with the understanding that they will be used for the intended purpose of feeding people in need. We expect all member agencies receiving food to abide by this intent. Please remember: when donors find their products misused, they are likely to discontinue their donations. We ask that you take the following guidelines as seriously as we do.

1. Food must be used to serve an underprivileged or underserved population.
2. Food must be used to serve ill, needy, senior, children, or infant clients.
3. Food must be distributed to clients free of charge, with absolutely no conditions levied or implied.
4. The organization will neither sell, barter, nor use Food Lifeline food or non-food items for fundraising activities.
5. Agency will not transfer Food Lifeline product. Transfer means: an agency may not distribute food received through Food Lifeline programs – including Full Plate, Grocery Rescue, Seattle’s Table, Mobile Food Pantry, Kid Cafe, or other programs – to any other agency or program.
6. Food Lifeline products may be used only for the program(s) described in your contract. Any new distribution sites must be approved by the Agency Relations Department at Food Lifeline.

IRS Code 170(e)(3)

The above guidelines and several points in the Food Lifeline Agency Agreement stem from regulations set forth in IRS Code 170(e)3. This code defines the tax deduction that donors are eligible to receive if the donation is used according to the regulations, defines the organizations eligible to receive those donations and defines allowable uses of those donations. Food Lifeline is required to use acceptable practices, outlined in the contract Food Lifeline holds with Feeding America, as it pertains to IRS Code 170(e)3, and Food Lifeline must ensure that member agencies are also using acceptable practices in their operations in order for a member agency to contract and receive food and essentials from Food Lifeline.

Frequently Asked Questions Related to Usage of Food Lifeline Product

- Can my volunteers or staff eat the food? The food you receive from Food Lifeline is intended solely for the clients in your program. Agency staff or volunteers at meal programs may eat the food only if their job includes eating with the clients. Food may not be used for break rooms, staff parties, functions, agency board meetings, etc.
• Can our agency provide a “thank you” basket including products from Food Lifeline to our volunteers? Agencies may not “reward” volunteers for their labor with food obtained from Food Lifeline. Agencies must find other methods of expressing appreciation to volunteers.

• Can our volunteers or staff also be a client of our agency? Agencies may provide food to ill or needy volunteers and/or staff. Volunteers and staff in need must be not be given preferential treatment or special access to food (for example, first selection of product or setting aside items during sorting). When possible, staff or volunteers requiring assistance should visit the program on a day that they are not working/volunteering.

• Can we use products from Food Lifeline at our agency? Food and/or non-food items may not be used for agency purposes unrelated to the direct feeding of people in need. Items cannot be used for operational purposes (such as coffee in the break room or setting aside cleaning supplies from non-food boxes). Additionally, items may not be used for fundraising or agency events either as prepared food (such as spaghetti dinners or bake sales), or as prizes.

• Can staff or volunteers take product home when there is extra? Staff members and volunteers may not use Food Lifeline items for their own private use.

• We have too much of a given product – can we give it to another agency? Food obtained through Food Lifeline and its programs should be distributed directly to clients of the receiving agencies; however, from occasionally the agency may receive more food than it can distribute to its clients. In these cases, food may be shared with another Food Lifeline partnered agency if:

  o The agency receiving food is in good standing with Food Lifeline,
  o The product being sub-distributed is in excess to the normal distribution, needs to be distributed to maintain quality, or be distributed while it is safe for human consumption,
  o Product may only be re-distributed one time,
  o All sub-distributions must be tracked accurate by the agency to facilitate trace and recall procedures, and
  o No fees are charged in relation to sub-distribution.

IRS Code 170(e)(3) strictly regulates the method by which donated products are distributed. Product tracking is an important element that ensures donors their contribution was used appropriately. Agencies should determine a method of tracking sub-distributions in a way that product can be accurately traced in the event of a recall.

Didn’t find the answer to your question about usage of Food Lifeline Product? Contact a member of Agency Relations and we would be happy to help.

A note on starting new programs at your agency

Per the Food Lifeline Member Agency Contract, all sites and programs where Food Lifeline food is distributed must be approved and monitored by Agency Relations staff. Awareness of where Food Lifeline food is distributed is vital to maintaining the trust of our donors and the success of our network, and to the ability to accurately track product in the event of a recall. For this reason, a member agency must contact Agency Relations staff to discuss approval of a new program or site for food distribution prior to using Food Lifeline food. Based on current capacity of our network, some new programs or sites may not be eligible to receive Food Lifeline services.
ADMINISTRATIVE

Agency Contacts & Method of Communication

There must be an individual at your agency able to act as the main contact for Food Lifeline staff; this person must be reachable via both phone and email. This person is responsible for keeping Food Lifeline staff updated on any changes to agency service, agency location, agency contact information, etc. In the event of staff or volunteer turnover, Food Lifeline must be notified as soon as possible to ensure continuity of service.

The member agency contact must have the ability and willingness to access and submit information via the internet, including email and online ordering of product.

Record Keeping

Monthly Activity Reports (MARs)

Member agencies must collect and keep accurate client records. Client numbers are to be submitted by the 10th of each month in the form of a Monthly Activity Report (MAR), online, by email, or by mail.

Food banks are required to report the following data each month (see Appendix for details):

- "Duplicated" and "Unduplicated" client data
- Households Served
- Individuals Served, broken down by age group categories
- Total pounds distributed from all sources
- Total food bank days open

Meal programs are required to report the following data each month:

- Number of Breakfasts, Lunches, Dinners, and/or Snacks served in a one month period

Submitting Monthly Activity Reports is a monthly requirement of all Food Lifeline member agencies. Failure to comply will result in suspension of Food Lifeline services.

Other Reporting

Member Agencies participating in the following programs are required to submit weekly reports representing poundage and type of food collected: Grocery Rescue, and Seattle’s Table Partner Programs, and other partnering opportunities. Participating retailers, restaurants, and other donors rely on these reports to track donations and agency compliance is key to the success of the programs. Failure to comply with reporting requirements will result in interruption or removal from program partnerships.

Order Confirmations

Each agency must have responsible personnel who are accountable for record keeping and inventory control. When your agency picks up food, either at our Hunger Solution Center or a distribution site near you, the agency representative picking up will be given an Order Confirmation that reflects the food being received. The agency representative should check the product upon pickup and make note of any discrepancies. Discrepancies should be reported immediately to a member of Agency Relations. Order Confirmations must be kept on file at the agency for a period of three years.

Monitoring Procedures

Member agencies must be available for monitoring, which includes inspection of the agency's facilities and records. Monitoring may be conducted without prior notification, although our Agency Relations staff generally calls in advance to schedule an appointment. Monitor visits will take place at least once every
two (2) years, but may be conducted on a more frequent basis as determined by Food Lifeline.

Monitoring will include areas of the Agency’s operations and policies pertaining to product collection, storage, distribution, and related record-keeping procedures. The visit is a time for us to meet with our member agencies in person, see how things are going, and get feedback about our service to you. Monitors normally take about 1 ½ hours. When preparing for a monitor, Agency Relations staff will ask you to bring copies of the following:

- A current typed list of your board of directors, with contact information
- Two most recent pest control reports, if used at your site
- Food Handler’s cards for those regularly handling food

The facility review includes, but is not limited to, the following contract points:

**Food Safety**
- Health Department Permit, record of registration as a Donated Food Distributing Organization with the local health department, or equivalent
- Is the facility in good repair (orderly and clean)?
- Are products 6 inches off of the floor (on pallets or shelving)?
- Are products 6 inches from walls & away from heaters?
- Are sanitizing or toxic materials stored away from food?
- Are refrigerators and freezers maintained at proper temperatures?
- Are thermometers present in refrigerators and freezers (even if a walk-in has a built in thermometer)?
- Does the agency maintain temperature logs?
- Are “Wash Hands” signs displayed in restrooms and food handling areas?

**General Safety**

Efforts should be made to keep all areas free from hazards/obstacles that are likely to cause injury. Additionally, we encourage each agency to prepare its staff and volunteers for an emergency. We recommend that the following is displayed in view of staff, volunteers, and clients:

- Emergency numbers, including the address of the location so that information can be relayed in the event of an emergency
- Exit signs above exits
- Evacuation Route Map
- Fire extinguishers, which are replaced or serviced annually to ensure they are functioning properly

**Follow Up**

Following the monitor, Agency Relations staff will send a written follow up with the findings of the monitor. If there are areas where improvement is needed, AR staff will indicate the length of time in which the agency must correct the violations. The agency should respond in writing when items have been completed. Depending on the severity of the violations, AR staff may schedule a follow up visit. If the agency fails to make the corrections within the stated time frame their account may be placed on hold.

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**Agency Usage of Food Lifeline’s “Member Of” Logo**

Food Lifeline highly values its partnership with each agency it serves. We receive requests from time to time from member agencies to use Food Lifeline’s logo as a way to promote this partnership. We are glad to have you recognizing Food Lifeline as a supporter of your agency’s work. Usage guidelines have been developed to help each agency best use the Food Lifeline “member of” logo. If you would like to use the logo, please contact a member of Agency Relations so we can provide you with the logo and guidelines for use. Please do not copy the Food Lifeline logo from our webpage or other electronic documents.
Food Lifeline distributes to agencies outside of King County through a network of six Redistributing Organizations, three drop sites and seven temporary delivery sites in Pierce County. Monday through Friday our trucks are on the road, shipping product weekly to each of these sites. Within King County, Food Lifeline operates out of our Hunger Solution Center in the South Park neighborhood of Seattle.
We thank our Redistributing Organizations and drop sites for their partnership, making it possible for us to support the counties in our service area!

**Redistribution Organizations**

- **Bellingham Food Bank**, serving Whatcom and San Juan Counties
- **Lewis County Food Bank Coalition**, serving Lewis County
- **Lower Columbia Community Action Program**, serving Cowlitz and Wahkiakum Counties
- **Skagit County Community Action Agency**, serving Skagit and Island Counties
- **Thurston County Food Bank**, serving Thurston and Mason Counties
- **Volunteers of America of Western Washington**, serving Snohomish County

**Cross docks (drop sites)**

- **Bremerton Foodline**, serving Kitsap and Mason Counties
- **Northwest Life Center**, serving Grays Harbor and Pacific Counties
- **Olympic Community Action Program**, serving Jefferson County
- **Port Angeles Food Bank**, serving Clallam County

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**Accessing Products**

**Ordering Food Online**

Food Lifeline strives to offer a wide variety of quality food to our agency members. There are two “categories” of food available via our online ordering system: Full Plate (donated) and Order Up! (purchased). The online ordering system is available via the member section of our website at [www.foodlifeline.org](http://www.foodlifeline.org) and is updated on a daily basis. Each member agency receives a unique login ID to access the online ordering system. Contact a member of Agency Relations for more information.

**Placing Your Agency Order**

Please see the Online Ordering Manual (request a copy from a member of Agency Relations) for full details about online ordering.

We ask that you complete an online ordering training with a member of our Agency Relations staff before using the online ordering system. This ensures that you can effectively operate the system and also that you are able to get the most out of online ordering.

Orders are placed during order windows based on your agency pickup or delivery day. All orders are placed between 7:00 am – 3:00 pm two business days prior to the pickup or delivery day. Please see the Food Lifeline Closure section of this manual to learn about how your order window may change when Food Lifeline is closed. Your agency is responsible for placing an order within your assigned window. Remember to submit your cart!
<table>
<thead>
<tr>
<th>PICKUP/DELIVERY DAY</th>
<th>ORDER WINDOW</th>
</tr>
</thead>
<tbody>
<tr>
<td>MONDAY</td>
<td>THURSDAY</td>
</tr>
<tr>
<td>Whatcom County</td>
<td></td>
</tr>
<tr>
<td>King County Agencies with Monday Pickups</td>
<td></td>
</tr>
<tr>
<td>TUESDAY</td>
<td>FRIDAY</td>
</tr>
<tr>
<td>Clallam, Jefferson, Kitsap Counties</td>
<td></td>
</tr>
<tr>
<td>Mason County agencies with Tuesday deliveries</td>
<td></td>
</tr>
<tr>
<td>King County Agencies with Tuesday Pickups</td>
<td></td>
</tr>
<tr>
<td>WEDNESDAY</td>
<td>MONDAY</td>
</tr>
<tr>
<td>Grays Harbor, Pacific &amp; Thurston Counties</td>
<td></td>
</tr>
<tr>
<td>Mason County Agencies with Wednesday deliveries</td>
<td></td>
</tr>
<tr>
<td>King County Agencies with Wednesday Pickups</td>
<td></td>
</tr>
<tr>
<td>THURSDAY</td>
<td>TUESDAY</td>
</tr>
<tr>
<td>Cowlitz, Lewis, Pierce &amp; Wahkiakum Counties</td>
<td></td>
</tr>
<tr>
<td>King County Agencies with Thursday Pickups</td>
<td></td>
</tr>
<tr>
<td>FRIDAY</td>
<td>WEDNESDAY</td>
</tr>
<tr>
<td>Snohomish and Skagit Counties</td>
<td></td>
</tr>
<tr>
<td>King County Agencies with Friday pickups</td>
<td></td>
</tr>
</tbody>
</table>

### Adherance to Donor Guidelines

At times, donors will provide special guidelines for products donated to Food Lifeline. In addition to meeting the handling requirements in the “Usage of Food Lifeline Product” section of this manual, agencies must adhere to any specific guidelines provided by the donor. Examples of donor specified guidelines might include using that donor’s food at meal programs only or removing the food from its branded boxes before distributing to clients. We are able to access the wide variety of products we receive because of the assurance that product will be handled in accordance with donor wishes. Please support our ability to continue to work with these donors by complying with all donor guidelines.

### Receiving Policies and Procedures

Product is received by Food Lifeline member agencies either through pickup at our Hunger Solution Center or delivery at one of our partner Distribution Sites. In both cases it is necessary for the member agency to comply with proper receiving and handling of Food Lifeline food.

**Picking up at a Partner Distribution Center**

When you first begin picking up at a partner distribution center, Agency Relations staff will provide you with contact information for the staff/volunteers at the site and help you arrange the pickup process. Each partner distribution center operates slightly differently, so we will work with you to get your pickup process operating smoothly.
Please remember that you should check the order confirmation for any discrepancies when you receive the product at your partner distribution center. Make note of any discrepancies before signing for the product, leaving a copy of these notes with the staff/volunteers at your site of product pickup. If discrepancies aren’t noted until the product arrives at your agency, Food Lifeline must be notified within 2 business days of product receipt.

**Picking up at Food Lifeline’s Hunger Solution Center (HSC)**

Warehouse Hours: 7:00 am – 1:45 pm, by appointment

Member agencies in King County participating in online ordering receive an assigned pickup day and time. Agencies picking up at the HSC are expected to comply with the pickup procedures below.

*Please note: agencies receiving delivery of product via a transportation group, such as Food System Support (Solid Ground) or South King County Coalition, are still considered “pickups” by Food Lifeline.*

**HSC Pickup Procedures**

- Pick up product on your regularly scheduled day.
- Be prompt and courteous about dock times. Pickup times are scheduled for a 15 minute time slot, and early or late arrivals can interrupt the flow of traffic at our busy loading docks.
- Food Lifeline does not store food for agencies in our warehouse. Orders and allocated product must be picked up at the agency’s next scheduled dock time. You should plan to pick up on your scheduled day on any given week that an order is placed with Food Lifeline and/or when food is allocated to your agency (if applicable).
- If you are unable to make your appointment, notify Agency Relations in advance. Arrange another time to pick up your product.
- When you arrive for pickup check in with the Agency Distribution Office to sign for your agency’s order and receive a shipping slip. Present the shipping slip to the Shipping Associate at the dock so product can be loaded into your vehicle.
- When placing your order, be mindful of your transportation limitations and do not order more food than you will be able to transport during your scheduled dock time.
- Arrive with enough transportation to transport your full order. An agency must take the full order on the scheduled pickup day. Due to limited dock availability, we prefer that you pick up your order in one single trip. In the rare event that you need to make multiple trips, ask Agency Distribution when you may return for the remaining product.
- Transportation and staff/volunteers appropriate to the amount of product you are picking up are important to allow for a safe and smooth loading experience. Please arrive prepared with adequate individuals to load your own vehicle, particularly if your vehicle requires hand-loading.
- Check the order confirmation for any discrepancies when you receive product. Make note of any discrepancies before signing for the product, leaving a copy of these notes with the Food Lifeline staff. If discrepancies aren’t noted until the product arrives at your agency, Food Lifeline must be notified within 2 business days of product receipt.
- It is important to notify Food Lifeline if there are any discrepancies on your order. We need to accurately track our product. More importantly, we want to serve agencies to the best of our ability and knowing when and where errors have occurred allows us to make necessary adjustments to our practices to ensure order accuracy. Discrepancies should be reported to Agency Relations.
- Food Lifeline offers an online ordering system in order to allow choice for member agencies. Because items have been pre-selected, we ask that you do not refuse food at the dock unless it is spoiled, damaged, or not on your order confirmation.
- Safety is the priority of all staff and volunteers of Food Lifeline. We reserve the right to not load any vehicle if it is deemed to be unsafe or not roadworthy. We will not knowingly overload any vehicle beyond its capacity to operate safely.
Return Banana Boxes and Hard Fruit Boxes

Please return banana boxes and hard fruit boxes to Food Lifeline! Food Lifeline distributes a large amount of assorted food in banana boxes especially. Our volunteer teams sort assorted product into these boxes so the product can be listed in case quantities on our online ordering system. We often have to purchase these boxes in order to keep up with the quantity distributed, so please help us preserve these funds for better uses by returning your banana boxes with each weekly or bi-weekly order!

When returning boxes, be sure to include both the top and the bottom of the box and check to be sure that they are clean and useable. Box tops should be fitted on the box bottoms. It is best if banana boxes are neatly stacked, up to 7 layers high, and wrapped on a pallet.

Food Lifeline Closures

Holiday Closures

Food Lifeline’s holiday closure dates are sent to agencies at the beginning of each calendar year. Holiday closures do impact pick-up/delivery days as well as order windows during the week of the closure. Food Lifeline staff will notify the contact at your agency by email if your agency will be affected. If notified, be sure to follow instructions in the email, rescheduling your pickup/delivery if applicable and ordering during your adjusted order window. Due to the volume of product handled on open days in a holiday week, we are unable to allow make-up orders if your order window is missed.

We encourage all agencies to plan well in advance of any Food Lifeline closure to ensure you can meet the needs of your agency in the event that Food Lifeline is unable to fulfill requests. If capacity, safety, and resources allow us to serve an agency, we will do so. There are instances, unfortunately, where this is not possible and we are unable to accommodate rescheduled pickup/delivery days.

Inclement Weather

In extreme cases of weather, we may close our facility. If you have a pickup or delivery scheduled and question whether or not we are open, please check our website: www.foodlifeline.org/members or call (206) 545-6600.

In extreme weather circumstances where Food Lifeline staff cannot safely travel to and from the building, we may cancel orders. For this reason, we recommend that each member agency has an emergency preparedness plan that includes a distribution plan in the event that a Food Lifeline order is not available.

Product Return Policy

Under some circumstances, product may be returned to Food Lifeline. If your agency would like to return a product to Food Lifeline, please notify Agency Relations within 2 business days of receipt of product, and we will work with you to determine the feasibility of accepting such product. Examples of product that may not be returned include: product not received from Food Lifeline or product held at an agency for an extended period of time. Examples of product that we may accept include: product that agency did not order or product that was damaged or spoiled at time of pickup/delivery or product that does not meet Food Lifeline’s Consumption Guidelines.
Distributing to Clients

Appropriate Use of Product
The community donates food and household products to Food Lifeline and its programs with the expectation that it will be utilized to assist people in need. Appropriate use of product is outlined in the Usage of Food Lifeline Product and 170(e)(3) section of the manual.

Client Eligibility Criteria
Client eligibility criteria must comply with your Food Lifeline contract, including the Non-discrimination Policy. Beyond that, Food Lifeline leaves client eligibility criteria (zip code, proof of residency, etc.) to the discretion of the member agency. In general, we encourage member agencies to make it as easy as possible for clients to access services.

PRODUCT HANDLING & STORAGE

Food Safety

Food Safety is an important public health issue. Our network exists out of compassion and a desire to help others and the last thing we want is for someone to become sick from the food they receive. Many of our clients are immunocompromised, particularly if they are malnourished, ill, pregnant, children or seniors. They may have limited access to healthcare, and many experience a higher likelihood of serious consequences resulting from becoming ill, such as loss of wages or employment. Member agencies must implement proper food handling measures to ensure that product being distributed is safe. All member agencies are required to have a person in charge with a food handler’s permit.

Transportation

Food should be carefully transported from point of pickup, either at Food Lifeline or a partner Redistribution Center (as listed above). Please ensure that your agency has proper equipment, such as coolers or pallet covers, to keep food 41° F or colder.

When Food Arrives At Your Agency

All food received at your agency should be checked for quality by staff or volunteers with sufficient training to evaluate, handle, prepare, store and distribute product safely. If product is deemed to be unsafe or unfit for human consumption, it should be discarded. As noted above, all agencies must have a person in charge with a food handler’s permit.

Potentially Hazardous Foods received at your agency should be logged and records kept on file for 30 days. A sample log is included in the Appendix.

Food Storage

Food received from Food Lifeline is often stored by the agency for a period of time before it is distributed to people in need. The following food storage guidelines highlight practices member agencies should follow but are not meant to be an exhaustive list:

- Food must be transported and stored in a clean area, free of dirt, bacteria, pests, and other contaminants.
- The storage area for non-perishable food should be kept at room temperature.
- Product must be stored off the ground and at least six inches away from walls.
The storage area should be orderly and organized in a manner conducive to efficient distribution and product rotation.

Agencies should practice First In First Out (FIFO) or First Expired First Out (FEFO) product rotation.

Baby food and formula should NOT be distributed after the expiration date. All baby food and formula products stored that are beyond date of expiration should be discarded and not distributed to clients.

All household products and cleaners should be stored in an area separate from food.

Cold Storage
To properly handle perishable and frozen items, member agencies must have adequate refrigeration equipment and utilize thermometers to ensure temperatures remain consistent. Because the food distributed in the emergency food network is donated and often passes through several hands before it reaches your agency, cold chain maintenance is of utmost importance. Remember, time outside of the proper temperature control is cumulative. Your clients may not be able to get the food to cold storage right away when it is received, so all food should be kept in the proper temperature range leading up to distribution.

- Refrigerators must be kept at 41° F or below.
- Freezer temperatures must be at 0° F or below.
- Each refrigerator or freezer must have a thermometer.
- All agencies must utilize a Temperature Log and check temperatures on a regular schedule. See the Appendix for a sample log.

Sanitation
Keeping equipment and work surfaces clean and free of bacteria is critical for food safety. Health Department approved sanitizing practices should be utilized. Food Lifeline recommends a bleach and water solution at the ratio of 1 teaspoon of bleach to one gallon of cool water. Commercially approved sanitation equipment may also be used. All sinks used for hand washing must have a hand washing poster posted nearby. Meal programs must use proper sanitizing techniques for all equipment and surfaces related to food preparation. For more information about this, contact a member of Agency Relations. When repacking food at food banks, plastic gloves and properly sanitized utensils and surfaces must be utilized.

Labeling
Food repackaged at the agency site must be labeled in accordance with the Washington Food Code. Essentially, the code states that each individual bag must be labeled with the name of the food item and that for multi-ingredient items, a card, sign or other notice must also be displayed by the item at distribution containing label information (including ingredient list):

Washington Food Code 9-407.11 Food Labels. [WAC 246-215-151(10)]

A DONATED FOOD DISTRIBUTING ORGANIZATION may distribute PACKAGED FOODS without complete label information on each individual container, provided that: (A) Each container is labeled with the common name of the FOOD; and (B) The label information, according to the provisions of chapter 69.04 RCW, is on the master carton or is posted in plain view on a card, sign, or other method of notice at the point of distribution to the CONSUMER.

Pest Control
Pests carry germs and disease. Agencies must take reasonable precautions to protect against pest infestation. Food Lifeline recommends that agencies have a pest control company regularly visit the facility, however pest prevention and control programs can be maintained by agency staff or volunteers.

For Pest Prevention:

- Store all food 6 inches away from walls and off of the floor.
- The Food Storage area should be kept clean and free of debris, ensuring that all stored products are sealed properly.
• Inspect the food storage area every 30 days for signs of pest infestation. We recommend that you document findings on the Pest Control Report located in the Appendix.
• Poison free devices may be used in the storage area to ensure that area remains free of pests. Food Lifeline strongly recommends against the use of d-Con and similar pest control. The use of pelletized or granulized poisons such as d-Con raise the risk of “translocation” of the poison onto food product.

For Pest Infestations:

• Contact a professional pest control company immediately to inspect the food storage area and determine the type of pest and the level of treatment needed to resolve the infestation. Take immediate action to treat the area accordingly.
• Inspect stored products to ensure that no damage or infestation has occurred once evidence of pest infestation has been determined and discard any damaged products.
• Food products should be removed from the storage area if there is a possibility of pest or toxic pesticide exposure.

Food Dating

Food Lifeline recommends that agencies use best judgement with food dating, following the adage, “When in doubt, throw it out.” Food Lifeline has developed Consumption Guidelines, which are available to agencies in English and eight additional languages. You can request the guidelines from a member of Agency Relations at AgencyRelations@foodlifeline.org

According to the United States Department of Agriculture Food Safety and Inspection Service, products carry the following types of dates:

• A "Sell-By" date tells the store how long to display the product for sale. You should buy the product before the date expires.
• A "Best if Used By (or Before)" date is recommended for best flavor or quality. It is not a purchase or safety date.
• A "Use-By" date is the last date recommended for the use of the product while at peak quality. The date has been determined by the manufacturer of the product.
• "Closed or coded dates" are packing numbers for use by the manufacturer.

Food Safety Specific to Meal Programs

All member agencies must follow health department guidelines for handling and preparing food safely, but some food safety guidelines are especially relevant to meal programs, specifically Washington State Retail Food Code 02105 Demonstration of Knowledge (2009 FDA Food Code 2-102.11). These include temping food regularly to ensure that it stays outside of the temperature “danger zone” of 41° F – 135° F, properly sanitizing all equipment and surfaces, and adhering to the following guidelines when preparing food:

Cooling food: Cooling hot food fast is the best defense against food-borne illness. Food should be cooled in uncovered shallow pans no more than 2 inches deep. Put the cooling food in the freezer or refrigerator immediately. Do not let food sit at room temperature.

Thawing food: There are three safe ways to thaw food. The refrigerator method should be used whenever possible and requires planning ahead.

1. **Refrigerator**: Thaw food in the refrigerator; it may take a few hours or days. This is the best and safest way. If food will be thawed and not used immediately (not recommended) clearly mark when the food is thawed to indicate the food needs to be consumed within 24 hours (not to exceed the 7 day refrigeration limit).
2. **Cool Water**: Thaw food under cool, running water until thawed. Never hold food under warm or hot
3. **Microwave Oven**: Food can be thawed in a microwave oven; food must then be cooked and served right away.

**Reheating Food**: Food that is cooked then cooled may need to be reheated again. Food must be reheated quickly, within one hour, to 165°F. Do not reheat food slowly (crockpot, slowcooker, etc.). Slowly reheating food takes too long to pass through the dangerous temperature zone between 41°F and 135°F.

**Recalls**

As a member agency, you will receive updates of recalled foods in Washington State from Food Lifeline. Please monitor the notices and check inventory, discarding any recalled items. To view food recalls affecting Washington yourself, see [www.doh.wa.gov/YouandYourFamily/FoodSafety/Recalls](http://www.doh.wa.gov/YouandYourFamily/FoodSafety/Recalls).

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**Permitting Requirements**

Food Lifeline considers the health department a vital partner in food safety across our member agency network. We require that member agencies meet the health department requirements in the agency’s local county.

**Registering with the Health Department**

Depending on the county and the style of program your agency operates, you will need to register with the health department in one of two ways:

- Receive a Health Department Permit, with a Number and Expiration Date (more common for meal programs)
- Record of registration as a Donated Food Distributing Organization with the local health department (all food banks and some meal programs may qualify)

**Food Handler’s Permits**

You must have a person in charge at your agency that has a current food handler’s permit and knowledge of safe food handling. Food Lifeline asks that all regular volunteers also have a food handler’s permit. Send copies of food handlers’ permits to AgencyRelations@foodlifeline.org. The Washington Food Code states:

**09405 Standard operating procedures.** [WAC 246-215-151]. The PERSON IN CHARGE of a DONATED FOOD DISTRIBUTING ORGANIZATION shall ensure:

1. **EQUIPMENT** for cold holding, heating, and hot holding FOODS are sufficient in number and capacity to provide FOOD temperatures specified in Part 3 of this chapter;
2. **FOOD-CONTACT SURFACES** are thoroughly cleaned before each use;
3. A **HANDWASHING SINK** is accessible for use by EMPLOYEES during all times of FOOD preparation and service of unwrapped FOODS and is located within 25 feet of FOOD preparation, FOOD dispensing, and WAREWASHING areas;
4. Each sink used for handwashing is provided with a supply of hand soap and SINGLE-USE towels or other APPROVED hand-drying device;
5. **REFUSE**, recyclables, and returnables are stored in a manner that does not create a public health HAZARD or nuisance;
6. The **PREMISES** are maintained to control insects, rodents, and other pests;
7. Children under age ten and animals are kept out of FOOD preparation areas during the preparation of FOODS; and
8. Toxic chemicals are stored in accurately labeled containers away from all FOODS and FOOD service supplies.
PAYMENT & FOOD LIFELINE OWNED EQUIPMENT

Food Lifeline’s Operating Costs

Food Lifeline’s total budget consists of fundraising costs, administrative costs, and program costs. The program costs are all dollars spent on procuring, receiving, handling, storing, transporting, and distributing food. The majority of program costs are covered by Food Lifeline’s fundraising efforts. Member agencies from all 17 counties served by Food Lifeline also support these program costs through various contributions: 1) delivery fee of $0.04 per pound on product delivered outside of King County or 2) an allocation of EFAP dollars voted to Food Lifeline from King County agencies each biennium. The funds contributed by member agencies are not restricted by county but rather are used for all of Food Lifeline’s operations benefiting the agencies we serve.

Delivery Fees
Food Lifeline operates on a delivery fee system for all items distributed outside of King County via transportation delivery. All items have a delivery fee of four cents ($0.04) per pound. The delivery fee is not the cost of the food, rather it helps to cover a portion of our delivery cost. Member agencies outside of King County must be willing to pay delivery fees on product ordered via the online ordering system.

Other Fees
Food Lifeline does not charge membership fees. The only costs a member agency can incur are: Delivery fees of $0.04 per pound on food delivered outside of King County and cost of Order Up! product purchases.

Payment Policies

Billing/Accounting Procedures
Each week product is ordered, invoices are emailed to the designated agency shopper. At the end of each month, a detailed monthly statement is sent to the agency designated billing contact. An agency must pay each balance due no later than 15 days past the statement date. Please include both the Agency Number and the Invoice Number when submitting your payments. If it is not possible for your agency to meet the payment due date, please be in contact with Food Lifeline’s Accountant immediately. Lack of payment will result in suspension of online ordering and potentially program participation.
MEMBER AGENCY AGREEMENT

Each member agency that receives product from any of Food Lifeline’s programs is required to sign a Member Agency Agreement. An agreement is established to outline the obligations of both the member agency and Food Lifeline as partners.

The term of the current contract (dated July 1, 2014) continues for a period of three (3) years, with the possibility to automatically renew for successive periods of one (1) year each unless either the member agency or Food Lifeline gives one another written notice of end this agreement; this notice should come ninety (90) days before the end of the contract term. An agency must be in good-standing in order for its agreement to be renewed.

If either the member agency or Food Lifeline does not meet what is outlined, either may choose to end the agreement. This should be done no later fifteen (15) days past the initial notice to end the contract. For example, Food Lifeline may choose to end a contract due to an agency being out of compliance with safe food practices; or, an agency may choose to end a contract due to Food Lifeline not being able to provide the product mix an agency needs.

Even if the contract has been canceled or expired, there are terms in the contract that survive. For example, if an agency has an outstanding account balance, it must be paid to Food Lifeline. Another example is that release from liability still remains intact.

Please contact us if you have any questions on the Member Agency Agreement. We want to ensure that each agency fully understands it.
Contract Non-compliance Process

Food Lifeline’s Non-compliance Process was developed so that Food Lifeline and member agencies alike have a common understanding of the steps to address non-compliance within the Member Agency Agreement or program agreements. The Non-compliance Process is intended to be used as a resource so that the results of non-compliance are clear and transparent with appropriate levels of communication. The intention is to provide agencies a streamlined experience across programs. If an agency fails to comply with the terms of the Member Agency Agreement or with any Food Lifeline program agreement, Food Lifeline staff will take the following steps to bring the agency into full compliance.

<table>
<thead>
<tr>
<th></th>
<th>Kids Cafe</th>
<th>Programs (Full Plate, Seattle’s Table, Grocery Rescue, Mobile Food Pantry)</th>
<th>General Membership</th>
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<tbody>
<tr>
<td>1st Step</td>
<td>Discussion &amp; e-mail, issue-specific training</td>
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<tr>
<td>2nd Step</td>
<td>Discussion, e-mail &amp; full retrain</td>
<td>Discussion &amp; e-mail, retrain if applicable</td>
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<td>3rd Step</td>
<td>Written warning sent to agency’s Executive Director and primary contact by Food Lifeline manager.</td>
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<tr>
<td>4th Step</td>
<td>Written warning sent to agency and agency Board by Chief Programs Officer, 90-day probation*, removal of agency depending on resolution of issue(s)</td>
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<tr>
<td>Agencies Can Re-apply:</td>
<td>Next program year</td>
<td>After 1 year</td>
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*Probation Definition: Agency must maintain compliance during the probation period. If the agency demonstrates any non-compliance with any terms of the agency contract or program agreement during this period, Food Lifeline reserves the right to terminate the contract or program agreement.

If you have grievances, please refer to the Grievance Resolution Procedure below.
Grievance Resolution Procedure

Please direct grievances about your experience at Food Lifeline to Agency Relations staff. We take all grievances seriously and will address them in a timely manner. In cases where you have not received a satisfactory resolution, steps may be taken as follows:

**First Step**

Submit complaint in writing to:

Agency Relations Manager, FOOD LIFELINE
815 S 96th St, Seattle, WA 98108

Within 14 days, complainant shall receive written response.

**First Appeal**

If dissatisfied with the response, a second complaint may be filed within 15 days to:

Chief Programs Officer, FOOD LIFELINE
815 S 96th St, Seattle, WA 98108

The appeal letter shall state the original complaint and specifically state the reason the first written response was unsatisfactory or inadequate. Within 14 days, complainant shall receive a written response to the appeal.

**Final Appeal**

If dissatisfied with the response to the first appeal, a third complaint may be filed within 15 days to:

President & CEO, FOOD LIFELINE
815 S 96th St, Seattle, WA 98108

The final appeal letter shall state the original complaint and specifically state the reasons the first two responses were unsatisfactory or inadequate. Within 30 days, complainant shall receive a written response to the second appeal. A personal appearance by the complainant may also be made. The President & CEO’s response is final.
TERMINOLOGY

**Donated Food Distributing Organization (DFDO)** is a distinction in the Washington State Retail Food Code Working Document that refers to agencies that distribute food to people in need at no cost. DFDOs are required to contact their local health department annually, informing them of their operating status.

**EFAP (Emergency Food Assistance Program)** is a state program that supports food banks in Washington State. Funds can be used for food as well as operational expenses.

**EFSP (Emergency Food and Shelter Program)** is a federal program where funds are administered to local counties.

**Feeding America** is a network of hunger relief food distributors across the country to which Food Lifeline is a member. For more information on Feeding America and their standards and expectations, please visit [www.feedingamerica.org](http://www.feedingamerica.org).

**Food Bank or Food Pantry:** A food bank or food pantry operates in a manner where individuals visit the program site and receive groceries to prepare at home. The groceries could also be delivered to the clients. One unique thing about Washington State is the way we refer to emergency food programs. In most areas of the country Feeding America serves, large distributors like Food Lifeline are called “Food Banks” and local agencies providing food directly to individuals in need are called “Food Pantries.” Occasionally, references to “Food Banks” are made in Feeding America materials.

**IRS Code 170(e)(3):** This code defines the tax deduction that donors are eligible to receive if the donation is used according to the regulations, defines the organizations eligible to receive those donations and defines allowable uses of those donations. See page 6 of the manual for full details.

**MAC (the Member Agency Council)** is a committee made up of you – our member agencies. The MAC consists of elected representatives from each of the seven regions of our member agency network. The purpose of the MAC is to give voice to the network membership. The MAC also helps guide Food Lifeline to set goals and develop programs that will best benefit the entire network. To learn more or to contact MAC members, email [mac@foodlifeline.org](mailto:mac@foodlifeline.org).

**Meal Program:** A meal program is any agency that prepares, serves or delivers prepared meals or snacks to individuals in need.

**Monthly Activity Reports (MARs)** are reports that are submitted to Food Lifeline with the agencies client service numbers on a monthly basis. Reports are due monthly by the 10th.

**Shelter:** A shelter is an agency that hosts clients overnight; the shelters we serve also offer a meal to overnight guests or residents.

**TEFAP (The Emergency Food Assistance Program)** is a federal program that distributes commodity food items to agencies. Food Lifeline administers the TEFAP program in King County and also acts as a distributor of bonus commodities to other TEFAP sub-distributing agencies in Western Washington.

**Washington State Retail Food Code Working Document:** This document provides the safety standards for food served or sold to the public in Washington State. Food Lifeline Member Agencies should pay special attention to Chapter 3 (Food) and Chapter 9-4 (Alternative Food Facilities: Donated Food Distributing Organizations). The document can be viewed at [http://www.doh.wa.gov/CommunityandEnvironment/Food/FoodWorkerandIndustry/FoodSafetyRules.aspx](http://www.doh.wa.gov/CommunityandEnvironment/Food/FoodWorkerandIndustry/FoodSafetyRules.aspx)
# APPENDICES

<table>
<thead>
<tr>
<th>Title</th>
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<tbody>
<tr>
<td>Pest Control Log</td>
<td>24</td>
</tr>
<tr>
<td>Food Donation Log for Potentially Hazardous Foods</td>
<td>25</td>
</tr>
<tr>
<td>Temperature Log for Refrigerator or Freezer</td>
<td>26</td>
</tr>
<tr>
<td>Grievance Resolution Procedure Template</td>
<td>27</td>
</tr>
<tr>
<td>Completing the Monthly Activity Report Meal Programs</td>
<td>28</td>
</tr>
<tr>
<td>Completing the Monthly Activity Report Food Banks</td>
<td>29</td>
</tr>
<tr>
<td>Member Agency Council Request for Review: Topics from the Network</td>
<td>30</td>
</tr>
<tr>
<td>WA Food Code: Demonstration of Knowledge</td>
<td>31</td>
</tr>
<tr>
<td>Detailed Information About Food Lifeline Programs</td>
<td>32</td>
</tr>
<tr>
<td>Food Lifeline Member Agency Eligibility Requirements</td>
<td>35</td>
</tr>
<tr>
<td>Sample Contract: Member Agency Agreement</td>
<td>37</td>
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<td>Inspection Month</td>
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### FOOD DONATION LOG FOR POTENTIALLY HAZARDOUS FOODS

Potentially hazardous foods (PHP) include items such as meats, poultry, fish, eggs, dairy products, tofu, sprouts, sliced melons, and garlic and other fresh herbs in oil mixtures.

<table>
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<tr>
<th>DATE</th>
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# TEMPERATURE LOG FOR REFRIGERATOR OR FREEZER

Refrigerators should be less than 40˚ F | Freezers should be at or below 0˚ F

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Grievance Resolution Procedure Template

[NAME OF AGENCY AND LOGO]

CLIENT GRIEVANCE RESOLUTION PROCEDURE

Service at [INSERT AGENCY/PROGRAM NAME] is provided regardless of of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity and expression, political affiliation, unfavorable discharge from the military or status as a protected veteran, or any other characteristic that is protected by law. Complaints pertaining to service shall be made without fear of reprisal, and the fact that a complaint has been made shall not affect service to the complainant.

In many cases, such complaints can be addressed directly to agency personnel for resolution. In cases where this is not satisfactory to the complainant, steps may be taken as follows:

I. FIRST STEP

Submit complaint in writing to:

AGENCY EXECUTIVE DIRECTOR

Within 21 days, complainant shall receive written response.

II. APPEAL

If dissatisfied with the response, a second complaint may be filed within 15 days to:

AGENCY BOARD OF DIRECTORS

The appeal letter shall state the original complaint and specifically state the reasons the first response was unsatisfactory or inadequate. Within 30 days, complainant shall receive a written response to the appeal. A personal appearance by the complainant may also be made. The Board’s response is final.
COMPLETING THE MONTHLY ACTIVITY REPORT

MEAL PROGRAMS

Begin by filling in all of the fields at the top of the form legibly.

- The name of your meal program, specifying site if applicable
- Your county
- The name of the person preparing the report
- The month the report represents (for example, you send in the report representing July 2010’s numbers on August 10th, so you label the report July 2010)
- A phone number where the person filling out the report can be reached

1. Please be sure to clearly fill in the Agency Name, County, Month/Year, Prepared by, and Phone fields of the form.
2. When completing this report, fill in section “2” (your program is considered a Restricted Program because you are serving a very specific population).
3. Assign each column a meal (B,L,D,S), and fill in the information for each meal by going down that meal’s column in A, B, and C.
4. Multiply columns AxBxC to get your total for each meal.
5. Add all meals together (B,L,D,S) to get the Grand Total for meals served.

This report should be submitted to Food Lifeline by the 10th of each month and can be emailed to AgencyRelations@foodlifeline.org. Email reminders are sent to agencies at the beginning of each month. If you choose to have another staff member submit this report, please provide his/her email address to us so we can send our monthly reminder to them as well. The report can also be submitted online at www.foodlifeline.org.
COMPLETING THE MONTHLY ACTIVITY REPORT

FOOD BANKS

Begin by filling in all of the fields at the top of the form *legibly*.

- The name of your food bank
- Your county
- The name of the person preparing the report
- The month the report represents (for example, you send in the report representing July’s numbers on August 10th, so you label the report July)
- A phone number where the person filling out the report can be reached

1. Under “days open” put the total days the site distributed food for that month.
2. Under “pounds of food distributed from all sources” put the total number of pounds distributed for the entire month. If you don’t know the exact pounds, you can estimate the poundage of one food bag and multiply it by the amount of bags distributed.
3. Duplicated and Unduplicated:

   The unduplicated and duplicated count is for the entire year. (Your program can decide when this year begins based on your fiscal year, i.e. January-December, July-June.) The first time someone gets food for the year, they are counted as “unduplicated.” Each time after that, they are counted as “duplicated.” So, for example, if someone comes in the first week of January, they are counted as “unduplicated.” The second week of January, they are counted as “duplicated,” and the first week of February, they are also counted as “duplicated” because they have already come in for that year.

   The reason we have this count (duplicated/unduplicated) is so we can see the total number of individuals and households served in one year.

4. Households served: This number is the total number of household groups that received food (both duplicated and unduplicated counts are required, then added together to get Total Households). This is calculated by counting one person only from each household. For example, if 5 families of 5 came in for food, they would count as 5 Households (but 25 individuals, see #6)
5. Individuals served: This is where you count all individuals coming into the food bank by age group categories. So, if those 5 families of 5 came in they would count as 25 total individuals, but you would break them down by age *and* whether they had visited the food bank in the past (duplicated or unduplicated). Add the duplicated and unduplicated individuals (across) to get the “total individuals served.” Add “a, b, c, and d” (down) to get the “total” duplicated and “total” unduplicated individuals.

This report should be submitted to Food Lifeline by the 10th of each month and can be emailed to AgencyRelations@foodlifeline.org. Email reminders are sent to agencies at the beginning of each month. If you choose to have another staff member submit this report, please provide his/her email address to us so we can send our monthly reminder to them as well. The report can also be submitted online at www.foodlifeline.org.
MEMBER AGENCY COUNCIL

REQUEST FOR REVIEW: TOPICS FROM THE NETWORK

The MAC would like to hear from the member agency network! If you have a topic of interest that you would like discussed or addressed, please let the MAC know by submitting this form. Topics may range from a new idea that you think the network should implement or an issue you may have.

The MAC Steering Committee will review your request and determine the appropriate next steps. Some topics may stay at the MAC and some may be assigned to Food Lifeline staff. Either way, we will be sure to let you know how your topic is being addressed.

Please submit this form to the MAC Steering Committee, 815 S 96th St, Seattle, WA 98108 or to your region’s MAC member. Email mac@foodlifeline.org for an electronic copy.

Date:
Name*:
Agency*:
County:
Phone Number*:
Best Day/Time to Reach You*:

*For better follow-up and thorough understanding of your topic, we appreciate your name and contact information. However, if you wish to remain anonymous, you are not required to submit your name and contact information. We do encourage you to stay in close communication with your region’s MAC representative to ensure you have an understanding about the status of your topic. See attachment for a contact list of all the MAC members.

Topic you would like addressed and/or discussed:

Thanks for your request! A MAC Steering Committee member will be in contact with you.
Demonstration of Knowledge

FOOD CODE REQUIREMENT
The Food Code requires a designated PERSON IN CHARGE (PIC) to be in the food establishment during all hours of operation. Although all food employees must use safe food handling practices in the establishment, the PIC is required to demonstrate knowledge of foodborne disease prevention, application of HACCP principles, and the requirements of the Washington State Retail Food Code to the regulatory authority during inspections.

DETERMINING COMPLIANCE
Three measures may be used to determine compliance with the Demonstration of Knowledge (DOK) requirement:
1. **Compliance:** Compliance with the Code is indicated when there are no red, high risk factor violations noted during the inspection; or
2. **Certification:** The PIC is certified as a food protection manager (see sidebar for a list of courses approved as of February 2005); or
3. **Knowledge:** The PIC correctly responds to questions regarding food safety practices and principles asked by the regulator.

VERIFYING KNOWLEDGE
If neither the Compliance nor Certification requirement is met, the PIC must correctly respond to food safety questions asked by the regulatory authority. The questions used to evaluate DOK should be:
- applicable to the operation,
- guided to reveal whether the PIC is able to understand and enforce food safety practices, and
- open-ended.

Questions from a broad range of food safety areas (the areas of knowledge are listed in Food Code Section 2-102.11) may be used to evaluate DOK. At a minimum, questions should focus on the red, high risk factor violations observed during the inspection to ensure the PIC knows how to correct the observed violations, as well as their public health significance. Examples of questions are on the back of this document.

The timing of the questions will vary based on the circumstances of the inspection. If the PIC is able to escort the regulatory authority during the inspection, questions can be asked throughout the inspection. Other times, questions may be asked during the exit interview (the time at the end of the inspection when the inspector explains the violations and corrective actions found during the inspection).

CRITERIA
If the PIC’s answers indicate that the PIC is unable to recognize hazards or take appropriate preventive and corrective actions (and neither the Compliance nor Certification requirement is met), DOK is out of compliance. DOK is also out of compliance if a PIC is not present during the inspection.

NOTE: This fact sheet is a compilation of major food safety rules regarding the given topic and is not designed to replace reading the Food Code.
Detailed Information About Food Lifeline Programs

Full Plate

Full Plate is the official program name of Food Lifeline’s online ordering system of donated products. In most cases, member agencies can access this donated product on a weekly basis. The Full Plate program works with nearly 300 local and national corporate food donators from all reaches of the food industry, collecting large-scale food donations for distribution to our member agencies across Western Washington. Full Plate staff members spend their time meeting with local manufacturers, distributors, farms, processors, and food distribution centers to encourage and solicit donations of unsalable product. We’re able to help corporate food companies reduce their waste costs while moving millions of pounds of food through the Western Washington emergency food system each year. The Full Plate program has existed as long as Food Lifeline has been in operation and provides the basis of our service to member agencies and food banks, shelter and meal program clients.

The Full Plate program generates about one semi-truckload of food per business day to be offered out to our member agencies via online ordering. Food is procured both in the local area, and out of state through the Feeding America network of food banks and corporate food donators. Within 1-3 days of being contacted by a donor a Food Lifeline truck is at the donor’s dock to pick up product, which then comes back to our warehouse to be received and distributed. For the portion of the food procured in a bulk format, Food Lifeline has the capacity to repack and/or label, readying it for online ordering.

Community Buy

Community Buy enables agency coalitions to make large-scale purchases through Food Lifeline, stretching their food purchase dollars (e.g. EFAP, EFSP, and other private funding sources) farther. This allows for groups of member agencies to augment their supplies of donated food with targeted purchases of the items they most need. Agency groups outside of King County benefit by being able to further leverage their food purchasing dollars without having to spend time researching possible vendors and arranging purchases. In addition, Food Lifeline provides warehousing, allocating and delivery of the majority of the Community Buy product.

To learn more about Community Buy, please contact the Agency Relations Manager.

Order Up!

Order Up! is a food purchasing program in which Food Lifeline buys bulk quantities of high-quality products from vendors at a significantly discounted price and offers these products to agencies at cost plus a minimal administrative fee to cover ordering and handling. Product is determined through agency feedback and, once developed, this short list of commonly purchased goods are consistently available. The program creates consistency, promotes balanced nutrition, and gives food banks and meal programs assurance that products not regularly donated will always be readily available.

Order Up! products are listed on the online ordering system as an option to buy at the time an agency places their regular weekly order. Order Up! makes the process of buying these much-needed products easy and affordable, and is offered in addition to already established pick-up or delivery items.

Grocery Rescue

Grocery Rescue is a Food Lifeline program designed to recover a variety of nutritious foods from 230 local grocery stores for neighborhood food banks and meal programs. Donors include Western Washington area grocery retailers Metropolitan Market, QFC, Albertsons, Fred Meyer, Whole Foods, Wal-Mart, Target, and Sam’s Club.
In 2002 Grocery Rescue expanded the Grocery Rescue by adding a “Partner Program”. This effort links Food Lifeline member agencies across Western Washington specially trained and certified in the best food safety and handling practices to recover wholesome food directly from their local grocery stores. Currently, 230 stores are donating wholesome food and grocery items to Food Lifeline and our member agencies.

Food is carefully transported in either refrigerated trucks or vehicles that use a passive temperature control device under operational guidelines approved by the Seattle/King County Health Department. Donors are protected from liability under the Federal “Good Samaritan” law.

**Kids Cafe**

Food Lifeline’s Kids Cafe Program provides meals and snacks for children located in communities with limited access to healthy, kid-friendly food during the summer months and after school.

Kids Cafe enables agencies and community sites to develop their own program with the support of Food Lifeline. By providing the equipment, tools, training, and resources Food Lifeline is able to decrease barriers to participating in two Federal Nutrition Programs (Summer Food Service Program and the Child and Adult Care Food Program). Food Lifeline also takes care of all the administrative work filling for meal reimbursements with the government, enabling agencies to do what they do best—serving meals. The program also meets all requirements set by Feeding America to be an official Kids Cafe Program.

Qualifying feeding sites are located in the attendance zone of a school where 50% or more of the students qualify for free or reduced priced school meals. Meals are provided in a way that requires no food prep, while still maintaining high levels of nutrition.

For more information about Kids Cafe contact kidscafe@foodlifeline.org

**Mobile Food Pantry**

Food Lifeline launched the Mobile Food Pantry in the summer of 2013. Designed to get more fresh food to underserved areas across Western Washington, the Mobile Food Pantry works with our hunger relief partners to make sure more people get the fresh fruits, vegetables and food they need every day. The Mobile Food Pantry is currently providing food once a month to people in Cowlitz, King, and Whatcom counties, with plans to expand into other counties.

The Mobile Food Pantry is a “farmers market” style food distribution program in which perishable and non-perishable food items are delivered by truck to a pre-determined location site in an underserved food insecure location that has been identified by Food Lifeline. The Mobile Food Pantry provides an immediate direct distribution of food to those in need. The distribution logistics of this Food Lifeline program are managed by Food Lifeline’s Community Programs team, and a Food Lifeline member agency. Volunteer support is provided by the partner agency and its local partners.

**Programs Operating in King County**

**Seattle’s Table**

Seattle’s Table is our nationally recognized program that recovers edible, prepared and perishable foods from local restaurants, caterers, hotels, kitchen commissaries and other food service providers. Operated in King County, Seattle’s Table drivers, agency staff, and volunteers pick up and deliver these donations of surplus, wholesome food to local meal programs on the same day, helping to serve the hungry individuals in our community.
Food safety is a top priority for the Seattle’s Table program. In the past, concerns from the health department and donors about food safety and liability prevented perfectly good food from being used by the emergency food system. Food Lifeline has worked closely with Seattle - King County Public Health, Seattle Public Utilities, King County Solid Waste, local food retailers and the Meals Partnership Coalition, to ensure food is safely handled and transported to meal programs participating in Seattle’s Table.

If you are a member agency meal program operating in King County you may be eligible to participate in Seattle’s Table. For more information, contact Amythst Shipman, Director of Food Resources, at (206) 545-6600 or AmythstS@foodlifeline.org

**TEFAP (The Emergency Food Assistance Program)**

Under TEFAP, commodity foods are made available by the United States Department of Agriculture to states. USDA buys food, including processing and packaging, and ships it to individual states. The amount received by each State depends on its low-income and unemployed population. State agencies work out details of administration and distribution. In Washington State this is handled by the Department of General Administration. Organizations throughout the state are selected (in King County this is Food Lifeline) to distribute to other local organizations that will distribute to people in need of food (meal programs, shelters, and food banks). Food Lifeline receives food items through Washington Department of Agriculture Food Assistance Program at our Hunger Solution Center and distributes these products to member agencies participating in the TEFAP program.
AGENCY ELIGIBILITY REQUIREMENTS FOR MEMBERSHIP

FOOD BANKS AND MEAL PROGRAMS

1. Any agency applying for membership to Food Lifeline must be a non-profit organization with a valid 501(c)3 IRS determination letter, operating in Washington State. If agency is being sponsored by another or parent 501(c)3 organization, a letter of sponsorship that includes confirmation of fiscal responsibility on sponsor's letterhead must accompany the application letter and 501(c)3 IRS letter. May not be a private foundation.

2. Agency must have a functioning board of directors or equivalent. Agency will be required to supply names, titles, and contact information.

3. There must be adequate staffing, which may include volunteers, to fulfill food program operations and meet necessary record-keeping and reporting requirements.

4. Agency must have a proven food program and provide food directly to low-income people in need as a food bank/pantry, on-site meal program, or home delivery system at no cost to the client.

5. No fee may be assessed by agency/program in order for recipient to receive food.

6. Recipients must not be required to participate in a religious or political activity to receive food.

7. Agency’s food program must have been in operation for at least one year.

8. Agency must have diverse sources of food and funds. Agency agrees that Food Lifeline will not be its only source of food used for service to clients.

9. Agency food program must be serving “ill, needy, or infant” in a defined (un- or under-served) population or area, which is not being helped by another member agency of Food Lifeline.

10. Agency must have proof of an organized, adequate record-keeping system in place for receipting product, tracking service to clients, reporting finances, etc. as a measure of accountability. Records must be maintained on a monthly basis.

11. Agency must have adequate and regular access to a computer and internet.

12. Agency must have satisfactory on-site storage space and food program facilities that meet Food Lifeline and health department food safety and sanitary standards.

13. Agency must have adequate transportation available to ensure scheduled pick-ups and safe transport of food products and to return all loaned equipment used in the transport of food.

14. Agency/program representatives must be knowledgeable of proper and safe inventory control procedures, food storage practices, and food preparation and distribution methods that are appropriate to food program operations. Food handler permits issued by the health department are highly recommended for key food program personnel, including volunteers.
15. Food received through Food Lifeline’s programs, including Full Plate, Grocery Rescue, and Seattle’s Table, must not be distributed to other agencies and handling must meet program requirements as applicable.
Member Agency Agreement
Food Banks and Meal Programs

THIS MEMBER AGENCY AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2014 (the “Effective Date”), by and between Food Lifeline, a Washington non-profit corporation ("Food Lifeline"), and ("Agency"): 

RECITALS

A. Food Lifeline works to eliminate hunger in Western Washington by (i) securing and distributing food and other resources ("Product") to people with low incomes via a network of member programs; (ii) supporting member programs' capacity to deliver services by providing technical assistance and other support; and (iii) by providing leadership in the development of comprehensive strategies to end hunger in Western Washington.

B. Agency is a non-profit organization that serves a population in need (ill, elderly, children, victims of crisis, the indigent, etc.) in Western Washington, including without limitation the direct distribution of food to people with low incomes.

C. Food Lifeline has offered to the Agency a distribution program providing for the distribution of Product.

D. Agency has agreed to participate in Food Lifeline's distribution programs identified in Schedule 1 to this Agreement to fulfill a portion of Agency's requirements, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the promises contained herein, Food Lifeline and Agency agree as follows:
AGREEMENT

SECTION I. Agency Criteria

1. Agency will adhere to the rules and regulations of Food Lifeline, the rules and regulations of Feeding America National Food Bank Network, and any and all requirements of any applicable federal, state, or local law, regulation or ordinance including, but not limited to, any health and safety laws, environmental laws, and the regulations and ordinances relating to those laws, including the Food, Drug and Cosmetic Act, the Fair Packaging and Labeling Act and all similar laws to the extent they apply.

2. Agency represents and warrants the following to Food Lifeline:
   A. Agency is a non-profit organization that has received a written determination letter from the Internal Revenue Service (IRS)* that it is:
      i. An organization described in Section 501(c)(3) of the IRS Code of 1986, as amended; or
      ii. An indisputable church that is considered tax exempt under Section 501(c)(3).
   B. Agency serves a population in need (ill, elderly, children, victims of crisis, the indigent, etc.) and is incorporated for the purpose of serving the ill, needy, or infants (minor children).
   C. Agency is not a private foundation.
   D. Agency is not a day care association.

   * Agency will provide to Food Lifeline a copy of written verification of such IRS exempt status, and will notify Food Lifeline immediately of any changes in its status.

3. Agency has received, reviewed, and understands the Food Lifeline Agency Manual (the “Food Lifeline Manual”), a copy of which is attached as Exhibit A to this Agreement.

SECTION II. Individuals Served

1. In accordance with state and federal laws, the Agency will not engage in discrimination, in the provision of service to clients or in staff and volunteer recruitment, against any person because of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity and expression, political affiliation, unfavorable discharge from the military or status as a protected veteran, or any other characteristic that is protected by law.

2. Agency will not require any individual to attend a religious or political meeting, make a statement of faith, or pledge membership to any religious or political organization in exchange for Product.

3. Agency will make reasonable efforts to accommodate individuals with disabilities in its employment, access, and communication practices, as defined in Section 504 of the Rehabilitation Act of 1973.
SECTION III. Use of Product Received from Food Lifeline

1. Agency will use Product only for distribution to those in need that Agency serves. Agency will not sell or require any fee or charge in association with the distribution of Product.
2. In accordance with IRS ruling 170(e), Agency will not sell, barter, or exchange for services any Product.
3. Agency will notify clients that Product, both food and non-food items, is not for sale by clients and is for the sole purpose of personal household use only.
4. Food Lifeline reserves the right to limit the quantity and type of Product.
5. Product must be distributed directly to clients and may not be used for agency operations (such as using cleaning supplies at the agency, coffee for staff/volunteers) or for the purpose of thanking or compensating volunteers for their labor. Agency may provide Product to ill or needy volunteers and/or staff whose income leaves them legitimately needy. No preference will be given to any volunteers and/or staff in the distribution of any Product.
6. Agency will not use Product for fundraising activities, administrative meetings, banquets or administrative related dinners.
7. Agency will not provide Product to another agency without prior approval from Food Lifeline (See Food Lifeline Manual on “Usage of Food Lifeline Food and 170(e)3”).
8. Agency will only use Product at Food Lifeline approved sites.
9. Agency may utilize contribution canisters, envelopes, or similar means of allowing clients to contribute to the program, providing that all contributions are truly voluntary and can be made in a completely anonymous way. Agency may not imply that donations are required of clients through use of contribution canisters, envelopes, etc. If a person receiving Product wishes to make a donation to Agency, such donations cannot be made in conjunction with, nor have any relation to, the receipt of the Product. Agency will not accept donations made under such circumstances.
10. Nothing contained in this Agreement is intended or will be construed as creating an exclusive relationship of any kind between the parties, and nothing in this Agreement will prevent either Food Lifeline or Agency from entering into the same or similar relationship with others. Additionally, nothing herein will be construed as creating a minimum commitment on the part of either party to the other party.

SECTION IV. Food Safety Site and Training Requirements

1. Agency agrees to complete food safety training as instructed and required by Food Lifeline. (See Agency Manual on “Product Handling and Storage” and “Permitting Requirements”)
2. Agency must keep a minimum of one (1) key staff/volunteer from its food program(s) certified in safe food handling at all times. Agency must provide Food Lifeline with a copy of current valid Food Worker Card with expiration date listed or a copy of current approved certification.
3. If Agency utilizes food provided by Food Lifeline to prepare meals, their key food service program staff are required to meet local commercial food safety standards.
4. If Agency operates a meal or feeding program, Agency will conspicuously display on its premises at all times a current certificate from (i) the county health department
of the county where Agency is located or equivalent, or (ii) the Washington Department of Social and Health Services if Agency is or operates a group home (See Agency Manual on “Permitting Requirements”).

5. If Agency operates a food bank or food pantry, Agency will conspicuously display on its premises at all times a current certificate from the county health department of the county where Agency is located or equivalent (See Agency Manual on “Permitting Requirements”).

SECTION V. Product Distribution, Handling, and Storage

1. Agency will abide by all restrictions placed by Food Lifeline, Feeding America, or any primary donor on any Product.
2. Agency is responsible for ordering Product. Agency will order Product during the assigned order window. Agency will not change its Product order at the time of Product pick-up.
3. Agency is responsible for picking-up ordered Product at the dock-time that has been set for the Agency by Food Lifeline. If it is not possible for the Agency to make its scheduled dock-time, Agency will notify Food Lifeline immediately and Food Lifeline will make a determination on whether to hold Product for a later pick-up or to restock Product for distribution to other agencies.
4. Agency is responsible for coming to its scheduled dock-time with the vehicle capacity to hold all ordered Product. Unless prior arrangements have been made with Food Lifeline, any Product ordered but not received by Agency at its dock-time will be restocked back into Food Lifeline's inventory by the end of the working day for distribution to other agencies.
5. Agency must safely transport food using controls that maintain the cold chain and keep food out of the “Temperature Danger Zone”.
6. Agency will take all Product obtained at Food Lifeline directly to its own storage site that Food Lifeline has approved. Any change in location of the Agency or storage site must be reported to Food Lifeline in a timely fashion.
7. A qualified member of Agency’s staff will inspect Product upon receipt, and Agency agrees to contact Food Lifeline immediately in case of damage, loss, or theft of product.
8. Agency will notify Food Lifeline of any discrepancy between invoice and actual Product received within 2 business days.
9. Agency will contact Food Lifeline to report any unfit Product. Agency will retain unfit Product until Food Lifeline clears the safety concern, instructs Agency to return the unfit Product to Food Lifeline, or instructs Agency to dispose of the unfit Product.
10. Under special circumstances, Product may be returned to Food Lifeline. Agency agrees to follow Food Lifeline policy (see Food Lifeline Manual “Return Policy”).
11. The Agency agrees that all pantries, food storage areas, refrigerators and freezers containing Product are to be kept locked and separated from all other Agency programs. Product is for those in need in approved programs only.
12. Agency will utilize proper on-site food storage practices that conform to the standards of Food Lifeline, to the Feeding America National Food Bank Network, and to any applicable governmental standards (see Food Lifeline Manual “Product Handling and Storage – Food Safety”).
13. Agency will distribute Product as soon as possible on a "first in, first out" (FIFO) or “first expired, first out” (FEFO) basis, taking into consideration the date on the package as necessary.
SECTION VI. Administrative Requirements

1. Agency will obtain from each individual served, information reasonably requested by Food Lifeline.
2. Agency will maintain record-keeping systems to track Product and the distribution of all such Product. Agency will keep copies of related records on file for three (3) years.
3. Records will be maintained on the number of clients served. Promptly following the end of each month, Agency will complete and provide to Food Lifeline a written activity report containing such statistical information concerning Agency's operations as Food Lifeline will request. Agency will keep copies of related records on file for three (3) years.
4. Agency agrees to comply with program requirements as applicable, such as to that of SEATTLE'S TABLE, GROCERY RESCUE, PRODUCE FOR THE PEOPLE, KIDS CAFE, FULL PLATE, MOBILE FOOD PANTRY and any program established hereafter.
5. Use of Food Lifeline logo must comply with “Agency Usage of Food Lifeline Logo” guidelines (See Food Lifeline Manual “Agency Usage of Food Lifeline’s Member-Of Logo”).

SECTION VII. Monitoring

1. Agency agrees to be available for monitoring, which may include inspection of Agency's facilities and records, at any time by authorized Food Lifeline personnel. Monitoring may be conducted without prior notification and will take place at least once every two (2) years. Monitoring may be conducted on a more frequent basis as determined by Food Lifeline.
2. Monitoring will include areas of Agency’s operations and policies pertaining to Product collection, storage, distribution, and related record-keeping procedures.
3. Agency agrees to complete required actions following a monitor by the due dates provided by Food Lifeline staff in order to meet compliance. If the due dates are unreasonable, Agency will notify within 2 business days following receipt of monitor findings report and will work with Food Lifeline to establish an agreed upon plan.

SECTION VIII. Payment/Food Lifeline-Owned Equipment

1. Agency will comply with Food Lifeline’s payment policy for expenses incurred (See Food Lifeline Manual on “Payment”).
2. Food Lifeline may secure, at its own expense, equipment such as totes, pallets, and other items which may be lent as a courtesy to Agency to hold or transport Product. Agency will promptly return to any such loaned equipment to Food Lifeline. Agency is responsible for payment of any such loaned equipment that has been lost, damaged, or stolen.

SECTION IX. Release of Liability

1. Agency releases the original donor of Product, Food Lifeline, and Feeding America from any liability resulting from the condition of Product and further agrees to indemnify and hold Food Lifeline, Feeding America, and the original donor free and harmless against all and any liability, damage, losses, claims, causes of action and suits of law or in action of Agency in connection with its storage or use of the food
received even if caused by the sole or concurrent negligence of Food Lifeline, according to IRS Article 4476-5C Title 71.

2. All Product is supplied “As Is”. Agency hereby waives and releases, and Food Lifeline hereby expressly disclaims, all representations, warranties, obligations, and liabilities of Food Lifeline, Feeding America, and the original donor, express or implied, arising by law or otherwise, relating to, arising from, or in any way connected with Product, including, without limitation to, all warranties of description, fitness for human consumption or particular purpose, and obligations or liabilities pursuant thereto. Agency assumes all responsibility for the purity and fitness for human consumption of all Product accepted.

3. Without limiting any express indemnification obligation set forth in this agreement, in no event will either party be liable to the other party for any indirect, incidental, special or consequential damages arising out of its performance or nonperformance of this agreement or the use of, inability to use, or results of use of any Product.

SECTION X. Client Complaints

1. Agency will have a client grievance procedure conspicuously posted in the client service area(s).

SECTION XI. Term; Termination

1. The term of this Agreement (the “Term”) will commence on the Effective Date and will continue for a period of three (3) years, provided that the Term will automatically renew for successive periods of one (1) year each unless either party gives the other party written notice of termination at least ninety (90) days before the end of the then-current Term.

2. Either party may immediately terminate the Term upon the other party's material breach of this Agreement, provided that the non-breaching party sends written notice to the breaching party describing the breach in reasonable detail and indicating the non-breaching party's election to terminate this Agreement.

3. Either party may terminate the Term for convenience upon fifteen (15) days' prior written notice to the other party.

4. Following any termination or expiration of the Term, (a) Agency will pay to Food Lifeline all undisputed amounts owed prior to termination, and (b) the terms and conditions of Sections VII, IX, XI, and XII will survive such termination or expiration of the Term.

SECTION XII. Miscellaneous Provisions

1. Each party is and will act as an independent contractor, not as an agent, employee, franchisee or partner of the other party. Neither party will have any authority to, and will not, create or assume any obligation, express or implied, for or on behalf of the other party. This Agreement will not be interpreted or construed as creating or evidencing any association, joint venture or partnership between the parties or as imposing or creating any partnership or franchisor obligation or liability on either party.

2. Each party represents and warrants to the other party that it has full right, power and authority to enter into this Agreement and to perform all of the terms and conditions of this Agreement on its respective parts to be performed.
3. All notices required or permitted to be given under this Agreement will be in writing signed by the notifying party and will be either hand delivered, or deposited in the U.S. certified or registered mail, postage prepaid, return receipt requested addressed as follows:

   To Food Lifeline: To Agency:

   Food Lifeline
   1702 NE 150th Street
   Shoreline, WA 98155-7226
   Attn: Director of Agency Relations
   Tel.: 206-545-6600
   Fax: 206-545-6616

   or to such other addresses as the parties may direct notice given as herein provided.
   Notices may be transmitted electronically if followed by a confirming written notice given as provided above. Notices will be deemed given when hand delivered, or when received as evidenced by the return receipt or the date notice is first refused if that be the case.

4. Nonperformance by either party will be excused to the extent that the failure to perform is beyond the reasonable control of the non-performing party including strike, fire, flood, natural disasters, terrorist acts, governmental acts, order or restrictions (each, an “Uncontrollable Event”). The excused time period for nonperformance will be limited to the duration of the Uncontrollable Event.

5. No waiver of any breach or default of this Agreement will constitute a waiver of any other or further breach or default hereof. This agreement is governed by and will be construed in accordance with the laws of the State of Washington without reference to its choice of law principles to the contrary. The parties agree and consent to the jurisdiction of the District Courts of King County, Washington, and of the United States District Court for the Western Washington District of Washington and acknowledge that such courts shall constitute proper and convenient forums for the resolution of any actions between the parties hereto with respect to the subject matter hereof, and agree that, in such case, these Courts shall be the sole and exclusive forums for the resolution of any actions between the parties hereto with respect to the subject matter hereof.

6. This Agreement will be governed by the law of Washington, without regard to its choice or conflicts of law rules. The parties hereby waive any objection that venue in Seattle, Washington, is improper or inconvenient.

7. This Agreement and any exhibits, schedules, and addenda (which are hereby incorporated herein) constitute the entire agreement between the parties with respect to the subject matter hereof and will supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and all other communications between the parties. The terms of this Agreement will govern in the event of any inconsistency between the terms of this Agreement and any terms related to the subject matter of this Agreement contained in any purchase
order, service order or report, work order, invoice, shrink-wrap agreement, click-wrap agreement or other document.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first above written.

Food Lifeline

________________________
Linda Nageotte
Chief Executive Officer

Agency Name (print)

________________________
Executive Director or Authorized Agency Representative (print)

________________________
sign

Board President/Chair (print)

________________________
sign

Agency Contract revised 05/2014
Schedule 1. Food Lifeline Programs Applicable to Agency

Agency participates in the following Food Lifeline programs (check all that apply):

- [ ] Online Ordering
- [ ] Community Buy
- [ ] Grocery Rescue
- [ ] Kids Cafe
- [ ] Mobile Food Pantry
- [ ] Seattle’s Table (King County only)
- [ ] TEFAP (The Emergency Food Assistance Program) (King County Only)