



Agreement between Food Bank of the Rockies, which includes Western Slope Food Bank of the Rockies and Wyoming Food Bank of the Rockies, (hereinafter referred to as FOOD BANK OF THE ROCKIES) and Hunger Relief Partner (hereinafter referred to as PARTNER) named below.

FOOD BANK OF THE ROCKIES Use Only

Date Rec'd _____ by _____

Agency# _____

PARTNER Name:

PARTNER Site Address (Street, City, State, Zip)

Area Code and Telephone Number

The purpose of this agreement, and any attachments, is to define the services that will be provided to Partner by FOOD BANK OF THE ROCKIES and the duties and responsibilities of each. FOOD BANK OF THE ROCKIES' purpose is to collect and re-distribute surplus food and essential items to tax exempt, 501(c)(3) organizations as defined by Section 170(e)(3) of the Internal Revenue Code.

FOOD BANK OF THE ROCKIES's Mission is to end hunger by efficiently procuring and distributing food and essentials to people in need through our partner agencies in Northern Colorado and Wyoming. The undersigned authorized agents of the PARTNER agree to and will ensure compliance with the following criteria in order to participate in the FOOD BANK OF THE ROCKIES' distribution program.

PARTNER agrees to:

1. Meet IRS eligibility requirements for receipt, transfer and use of donated food under section 170(e)(3) and must have 501(c)(3) federal tax-exempt status and provide a copy of the IRS tax-exempt letter to FOOD BANK OF THE ROCKIES and notify FOOD BANK OF THE ROCKIES of any changes to their tax status. This will not apply to Government supported programs (CSFP, TEFAP, CACFP, or SFSP).

2. Notify FOOD BANK OF THE ROCKIES in writing within 15 days, when there are any changes to their food program including: location, director, contact, shoppers, and type/size of food program or additional storage or distribution sites. All changes must be approved by FOOD BANK OF THE ROCKIES staff before continuation of the services called for in this agreement. Note: New PARTNER shoppers must attend an orientation session prior to placing or picking up an order.

3. Participate in random monitoring, scheduled and unscheduled, of its food program(s) by FOOD BANK OF THE ROCKIES staff and/or volunteers appropriately trained by FOOD BANK OF THE ROCKIES and agrees to fully accommodate and allow FOOD BANK OF THE ROCKIES trained staff and volunteers full and complete access to facilities, Partner's staff, volunteers and clients for FOOD BANK OF THE ROCKIES/Feeding America research projects as requested. Participate in random monitoring, scheduled and unscheduled, from the USDA and CDPHE for the purpose of reviewing CACFP operations.

Existing monitoring cadences for the CACFP program are as follows:

- Conduct pre-approval visit, for a new PARTNER to include but not limited to, providing current CACFP training on all Program requirements and daily form requirements: verifying the PARTNER'S ability to meet local and state health and safety standards; verify the PARTNER'S ability to serve healthy meals to children and/or adults in attendance, and verification of compliance with the Title VI of the Civil Rights Act of 1964.
- A monitoring review of the PARTNER within four weeks (28 days) of the beginning of the CACFP operation.

- A minimum of three monitoring reviews annually during the hours of operation to review meal service participation and other records to show PARTNER food service status.
 - At least two visits are unannounced and the third may be announced or unannounced.
 - No more than six months elapse between visits.
 - Visits will be made at varying times and meals.
 - At least two visits will include the observation of a complete meal service.
 - Visits will be a minimum of 30 minutes and the five-day reconciliation will be completed and documented at each monitoring visit.
 - During the visit, any identified non-compliance issues will be addressed with technical assistance and corrective action.

4. Identify their organization as a Partner of FOOD BANK OF THE ROCKIES by prominently posting a FOOD BANK OF THE ROCKIES provided poster. Additionally, PARTNER should include the words “Partner of Food Bank of the Rockies” and identify the partnership by including the Food Bank of the Rockies’ logo on organization’s website with a link to the Food Bank of the Rockies’ website and/or pertinent Food Bank of the Rockies’ webpages. PARTNER will not identify themselves as or make representations on behalf of FOOD BANK OF THE ROCKIES but will clearly identify and state they are a “partner of the Food Bank of the Rockies”. Upon termination of this Partnership Agreement by either Party, the PARTNER shall cease to represent itself in any fashion as a Partner of FOOD BANK OF THE ROCKIES. Within thirty (30) calendar days of termination of agreement, PARTNER shall take all appropriate actions to remove “Partner of Food Bank of the Rockies” from all materials including digital platforms like the website and social media.

5. Not engage in discrimination, in the provision of service against a person because of race, color, religion (creed), national origin, ancestry, age, marital status, disability, sexual orientation, or military status, in any of its activities or operations. All clients will be treated with the utmost of respect and courtesy. Keep a minimum of one (1) staff person from each program Civil Rights certified at all times. Civil Rights re-certifications are required annually. Certification is available through an online course provided by First Net Learning at no charge. USDA Partners can also attend the State’s Civil Rights training. This coursework is required for all Government supported programs.

6. Ensure that PARTNER, its employees, its volunteers, and its clients must not sell, transfer, trade or barter any items received from FOOD BANK OF THE ROCKIES in exchange for money, property, services or otherwise allow the items to enter commercial channels.

7. Not require mandatory donations or suggest the same in any manner whatsoever, require or request volunteer time or participation in any religious activity or service in order to receive food, nor show preferential treatment to clients who do participate, voluntarily donate, or volunteer their services.

8. Use the products solely for charitable purposes related to PARTNER’s mission. FOOD BANK OF THE ROCKIES product must not be given to staff for personal use, served for general partner or congregation use or be used for fundraising purposes, such as prizes or gifts.

9. Support FOOD BANK OF THE ROCKIES and Feeding America’s mission of closing the Meal Gap by receiving monthly food orders and/or allocations. PARTNER may have partnership terminated due to no activity on their accounts. In the occurrence of being inactivated, PARTNER will be required to reapply by completing and submitting the FOOD BANK OF THE ROCKIES Partner Application.

10. Support the operation of FOOD BANK OF THE ROCKIES with a support fee (“ASF”) up to the current FOOD BANK OF THE ROCKIES and Feeding America specified rate per pound for product received, payable at the time of pick up or via approved and current credit account. Not applicable to Government supported programs.

- 11.** Pay a service charge plus any costs or other fees incurred to collect unpaid amounts for any check used to pay the support fee that is returned to FOOD BANK OF THE ROCKIES for Insufficient Funds, Account Closed, or any reason. In addition, if costs are spent in order to collect amounts due to FOOD BANK OF THE ROCKIES, those amounts must be reimbursed to us before PARTNER can use our services again.
- 12.** Abide by the policies, procedures and record keeping requirements of FOOD BANK OF THE ROCKIES, including maintaining annual chronological records of all receipts for products received from FOOD BANK OF THE ROCKIES. This record must be made available to FOOD BANK OF THE ROCKIES during monitoring visits and kept on file for three (3) years + current year for auditing purposes.
- 13.** PARTNER is required to collect and maintain client served numbers per FOOD BANK OF THE ROCKIES direction. Selected Partners utilizing Link2Feed (L2F), a client service insights software, agrees to the MOU and EULA agreement; outlining terms of upholding the highest security and ethical standards in regards to client Information. L2F is offered and available to selected Partners based on program participation and gap analysis. L2F is offered at no charge to the PARTNER.
- 14.** PARTNER is required to complete and maintain accurate records of daily attendance separate from meal counts. . PARTNER is also required to complete and maintain accurate records of meal counts by type (breakfast, lunch, supper and snack) taken at the Point of Service served to enrolled children. Attendance records must always be available for inspection by any person monitoring for CACFP.
- 15.** PARTNER is required to submit attendance records, meal counts, menus and records of food service operating costs, and any other records required to support the monthly claim for reimbursement to CDPHE in accordance with the FOOD BANK OF THE ROCKIES Food for Kids policies and procedures. Failure to provide the records may result in the PARTNER being financially responsible, as outlined in the FOOD BANK OF THE ROCKIES' policy.
- 16.** If the PARTNER is receiving meals and/or snacks from a food service vendor, maintaining daily delivery records from the vendor that are signed and dated. Ensure all procurement requirements are met and the vendor is keeping records including production records and Child Nutrition (CN) labels/ Product Formulation Statements (PFS) as specified in the Food Service Management Contract (FSMC) provided by CDPHE.
- 14.** Serve directly to clients in the form of meals; distribute items for emergency situations and/or supplemental assistance within FOOD BANK OF THE ROCKIES' service areas in Colorado or Wyoming. Food assistance programs are offered at no cost to the clients. Distribute to parents a copy of the FOOD BANK OF THE ROCKIES' notice to parents if directed to do so by the FOOD BANK OF THE ROCKIES'.
- 15.** Have adequate storage space and agrees to store all food in a manner that is appropriate given the nature of the various food products to insure wholesomeness until used and/or distributed. FOOD BANK OF THE ROCKIES prefers food storage facilities to be commercial buildings. PARTNERS with residential storage/distribution facilities will be accepted at the sole discretion of FOOD BANK OF THE ROCKIES.
- 16.** Abide by local, state and federal laws regarding food handling, food safety and storage. PARTNER agrees to check FDA recall website via link on FOOD BANK OF THE ROCKIES website a minimum of once weekly. FOOD BANK OF THE ROCKIES will make every attempt to notify PARTNER via email, website and waiting area postings of any FDA recalls or safety issues related to product.
- 17.** Immediately notify FOOD BANK OF THE ROCKIES whenever it receives notice of any claim of liability with respect to food or any report of illness, which may have been caused by food provided by FOOD BANK OF THE ROCKIES.
- 18.** Keep a minimum of one (1) staff person from each program food safety certified at all times. Food Safety re-certifications are required annually. Certification is available through an online course provided by First Net Learning at

no charge, or through outside sources at the PARTNER'S cost. If training takes place outside of FOOD BANK OF THE ROCKIES, PARTNER will provide proof of certification, along with the name of the training company and date of course.

19. Notify FOOD BANK OF THE ROCKIES personnel immediately in the event of an accident involving a designated representative of the PARTNER occurring anywhere on FOOD BANK OF THE ROCKIES premises. Report all injuries (including minor injuries), fill out and sign accident report provided by FOOD BANK OF THE ROCKIES. Authorized representatives of the PARTNER assume all risks of visiting, shopping and volunteering in an environment that includes, but is not limited to, lifting heavy boxes, working near machinery, walking on or around pallets of product, standing on cement or asphalt, or other potential dangers as exist in and around an operating warehouse/storage facility.

20. PARTNERS that wish to continue participating in CACFP directly with FOOD BANK OF THE ROCKIES' may do so provided they still meet eligibility requirements for participation.

21. PARTNERS that wish to transfer to a different SPONSORING ORGANIZATION (SO) may only do so no more frequently than once per year. The PARTNER must notify FOOD BANK OF THE ROCKIES in writing of their plans to participate in CACFP directly with CDPHE or transfer to another SO. A PARTNER with one or more serious deficiencies may not participate directly with CDPHE or transfer to another SO until the deficiency has been fully and permanently corrected to the satisfaction of the current sponsor and all administrative and financial obligations are fulfilled. Documentation of this must be provided by the current SO to CDPHE and/or the new SO.

Support a positive work environment, free of unlawful harassment or discrimination. All PARTNER representatives while in the FOOD BANK OF THE ROCKIES Warehouse are expected to conduct themselves professionally and in a respectful manner when interacting with FOOD BANK OF THE ROCKIES staff, clients, volunteers, other Partners, vendors, and board members.

21 Abide by FOOD BANK OF THE ROCKIES' zero tolerance policy for the following:

- Threats or violent acts directed to staff, volunteers, partner representatives or property of FOOD BANK OF THE ROCKIES: This includes, but is not limited to, threatening or hostile behaviors, physical abuse, vandalism, arson, or sabotage.
- Theft: Theft includes consuming or possessing FOOD BANK OF THE ROCKIES items meant for those eligible clients being served by the PARTNER.
- The manufacture, possession, sale or use of any controlled substance while on FOOD BANK OF THE ROCKIES premises.

Violators will be asked to leave FOOD BANK OF THE ROCKIES' premises and will not be allowed to return. In addition, his/her PARTNER will be contacted and further action may be taken, including and up to possible suspension/termination of Partner status.

In the event FOOD BANK OF THE ROCKIES has reason to believe any parts of this agreement have been violated, the PARTNER understands the following procedures will be employed. The action taken depends on the severity of the violation and could be any of the following:

- Investigation
- Letter of warning
- Probation period
- Follow up to confirm compliance
- Loss of charge account privileges
- Loss of VIP privileges
- Termination

PARTNERS suspended or terminated may plead their case with the Programs Advisory Council at the regularly scheduled monthly meeting and agree to abide by the decisions of the council and FOOD BANK OF THE ROCKIES.

In the case of suspension or termination, the PARTNER agrees to return any product previously received from FOOD BANK OF THE ROCKIES still in its possession at the request of the FOOD BANK OF THE ROCKIES. This agreement can be terminated by either party, without cause, by written notice at least fifteen (15) days prior to termination.

FOOD BANK OF THE ROCKIES agrees to:

1. Verify that the PARTNER is in an eligible area by determining if it is located in the attendance area of a school in which at least 50 percent of the enrolled children are certified for free or reduced-price school meals and ensure each PARTNER operating as an afterschool care program is eligible based on the activities offered.
2. Comply with all Program and Government-wide regulations.
3. Ensure the PARTNER is open to all participants without regard to race, color, national origin, sex (including gender identity and sexual orientation), disability, or age.
4. Ensure that all meals served and claimed for reimbursement are served to eligible participants without regard to race, color, national origin, sex (including gender identity and sexual orientation), disability, or age. Use the USDA Non-Discrimination Statement on all printed materials and website that promote CACFP.
5. Ensure that appropriate procurement requirements are met. If the PARTNER receives meals and/or snacks from a food service vendor, ensure the PARTNER uses CDPHE's Food Service Management Contract (FSMC) template. Ensure the vendor is providing records to the PARTNER in accordance with the requirements specified in the FSMC.
6. Represent the PARTNER for the purpose of participation in the CACFP including the preparation and maintenance of the Colorado Nutrition Portal (CNP) Center Site Application, processing of Infant Feeding Forms, Infant Production Records, Child and Adult Enrollment Forms, Income Eligibility Forms, ROMS, determining eligibility for At-risk Centers, and the preparation and filing of CACFP claims in the CNP system.
7. Revise the CNP Center Site Application as changes occur, such as mealtimes, shifts, days of operation, Center Director, Center address, etc.
8. Provide annual Civil Rights and CACFP training, including recordkeeping (Link2Feed) and meal pattern/service requirements prior to participation, to appropriate PARTNER staff. Respond to PARTNER request for technical assistance.
9. Ensure PARTNER completes all requirements for updating expired child care license with the required licensing agency, or if the PARTNER was determined to be licensed exempt, that the PARTNER continues to meet the licensing exempt requirements. Ensure PARTNER continues to meet local health and safety requirements.
10. Ensure that the PARTNER is in compliance with meal limitation provisions: At-risk Afterschool programs: no more than one meal and one snack shall be claimed per child per day. Traditional Child Care Center, Adult Day Care Center or Outside School Hours Care Center: no more than two meals and one snack or two snacks and one meal shall be claimed per participant per day.
11. Submit claims for reimbursement for only valid State Agency approved meal types served to participants in attendance, not to exceed the license capacity. Claim meals/snacks for reimbursement in the appropriate eligibility category. Claim meals/snacks for reimbursement for only those meal/snacks documented on dated, daily menus with all the required food components

The undersigned three people state their organization meets FOOD BANK OF THE ROCKIES' requirements for partnership and agree to abide by all the above. **NOTE: At least two of the three signatures need to be completed for document to be valid.**

Signature, Food Program Director or equivalent	Date
Printed Name & Title	Address: Phone #:

Signature, Organization Director or equivalent	Date
Printed Name & Title	Address: Phone #:

Signature, Board of Directors Chairperson or equivalent	Date
Printed Name & Title	Address: Phone #:

NOTICE TO PARTNER:

PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES AND A STRICT RELEASE OF LIABILITY.

1. AGREEMENT. This Agreement is between Food Bank of the Rockies and

(PARTNER)

this _____ day of _____, 20 ____.

During active participation in the food distribution program offered by FOOD BANK OF THE ROCKIES, the PARTNER will receive assorted foods from FOOD BANK OF THE ROCKIES.

- 2. INSPECTION.** The PARTNER agrees that it will be solely responsible for determining whether said food is fit for human consumption. It is the PARTNER's responsibility to review postings of FDA recalls either through FOOD BANK OF THE ROCKIES's link to the FDA site online, or through postings at the PARTNER waiting area per #16 in the Partner Agreement.
- 3. DISCLAIMER OF WARRANTIES.** The PARTNER acknowledges it accepts all food from FOOD BANK OF THE ROCKIES "as is". FOOD BANK OF THE ROCKIES, Feeding America and the original donors expressly disclaim any implied warranties of merchantability or fitness for a particular use. There are no express warranties in relation to this gift of food. No person is authorized to give any warranties on behalf of FOOD BANK OF THE ROCKIES to assume any liability for FOOD BANK OF THE ROCKIES.
- 4. RELEASE OF LIABILITY – INDEMNIFICATION.** The PARTNER releases FOOD BANK OF THE ROCKIES, Feeding America and the original donor from any liability resulting from the condition of the donated food. The PARTNER further agrees to indemnify and hold harmless FOOD BANK OF THE ROCKIES, Feeding America and the original donor from all liabilities, damages, losses, claims, causes of action at law or at equity, or any obligation whatsoever arising out of or attributed to any action of the PARTNER or any personnel employed by the PARTNER in connection with shopping, loading, other warehouse activities, storage or use of donated food.

(HUNGER RELIEF PARTNER NAME)

(Signature)

(Print Name and Title)