



2025 Member Agency BASIC AGREEMENT

The Rhode Island Community Food Bank (RICFB) and _____

Agency # _____ have reached the following Basic Agreement.

This agreement provides for and sets the conditions by which the RICFB agrees to provide product to non-profit organizations that, in turn, use these products in programs that serve people in need. It includes policy requirements informed by the RI Department of Health, Feeding America, and the IRS, as well as our own expectations of member agencies. Quality customer service is inherently included and expected in our members' food assistance programs. **Additionally, our Food Safety Standard must be adhered to, and agencies must follow guidance in special program agreements, e.g., Retail Pick Up, Delivery, and federal programs, to remain active participants in those programs.**

USES AND LIABILITY

The Agency agrees to:

A. General Administrative Policies

- 1) Maintain status as a 501c3 public charity or church.
- 2) Recertify membership and sign program agreements annually.
- 3) Train all new staff and volunteers who order and/or pick up food from the RICFB through an agency orientation.
- 4) Cooperate in RICFB on-site monitoring visits according to our monitoring schedule.
- 5) Public food pantries and community meal programs must post the days and hours of the food program in a location where the public can clearly see it.
- 6) Utilize membership regularly. Order frequency and annual poundage will be reviewed each year during annual recertification to ensure that members are placing orders on a regular and consistent basis.
- 7) Notify the RICFB immediately if the program is discontinued, moves, if the Executive Director, main program contact, or an authorized shopper is replaced, and if any contact information (phone numbers/emails) has changed.
- 8) Operate the food distribution program according to the Service Plan provided by your agency to the RICFB. Changes in food program distribution must be submitted for review to the RICFB Agency Programs staff prior to implementing the change. The standard model of distribution is the shopper's choice model.
- 9) Offer fair food distribution practices and serve the community regardless of religious affiliations or immigration or citizenship status. *All are Welcome.*
 - a. Emergency providers cannot require guests to attend a religious service in order to obtain food assistance, nor ask for proof of citizenship or immigration status.
 - b. Agencies will not engage in any form of discrimination, in the provision of service against any person regardless of federal protected classes including race, color, national origin, religion, age, sex (including gender identity and sexual orientation), or disability; and additional state protected classes.
- 10) Understand liabilities. The member agency affirms that the original donor, Feeding America and the RICFB:
 - a. Are released from any liability resulting from the condition of donated product, in accordance with Rhode Island law.
 - b. Are held harmless and indemnified from any claims or obligations in regard to the conditions and activities at member agency or the donated product.
 - c. Offer no express warranties in relation to the donated product.
- 11) Understand and abide by the IRS Code 170(e)(3), which stipulates conditions including:
 - a. RICFB product must not be re-distributed to any other non-RICFB member agency organizations. Member agencies may share product, *on an as-needed basis and without fees*, to other RICFB

member agencies only, and both members must denote the transfer of product on their RICFB invoices.

- i. To confirm if an agency is a member of the Food Bank, members may go to www.rifoodbank.org for our listing of emergency food providers or call the Agency Programs team at 942-6325.
 - b. Donated products will not be sold, traded, bartered, or transferred for money, property, or services, to include use of products as compensation or as an incentive to volunteers or to participate in programs, surveys or other activities not directly related to the food distribution service.
 - c. Donated products will be distributed to ill, needy, or needy infants/children without charge.
 - d. Overall, RICFB products will be used only in a manner related to the exempt purposes of the member organization.
- 12) The agency must be willing to adhere to any additional donor stipulations regarding the receipt, storage, and distribution of their products.

B. Product Accountability

- 1) Members must treat **all** products used for distribution, *whether acquired from the RICFB or elsewhere*, in accordance with this Basic Agreement and the Food Safety Standard.
- 2) Store products only at locations that have been inspected by the RICFB.
- 3) Use RICFB products for designated food assistance programs only. RICFB products may only be used for member food assistance programs and not for any other programs at the facility or for the agency's events including meetings, fundraisers, banquets, or parties. Religious establishments will not serve or distribute RICFB food for general congregational use. RICFB products are for registered program guests only and not for use during volunteer shifts.
- 4) Develop and adhere to policies for paid staff and volunteers. RICFB products cannot be given to paid staff for personal use unless they demonstrate a need and meet the same criteria as other eligible program guests do. They may not receive priority treatment or different access than regular guests and must register for assistance as regular guests do.
- 5) Assure that RICFB product is being used for the purposes intended by being able to verify RICFB pounds received compared to guest registration and distribution records. Product unaccounted for may be considered stolen.
- 6) Report any food losses in the case of a power outage, flood, theft, or other disaster at the agency involving RICFB products. The RICFB should be contacted immediately with date, time, type of product(s), and quantity of product lost.
- 7) Other: Non-food items procured from the Food Bank's COOP inventory (hand soap, toilet paper, cleaning supplies, etc.) may be used for the agency's operations and upkeep. No other non-food products can be used.

C. Referrals

- 1) Public pantries and community meal programs agree to accept referrals from the RICFB and to having their program contact information published on our Food Assistance List located at www.rifoodbank.org and to register with the United Way 2-1-1 program.
- 2) Serve food to the community, regardless of their address. Food pantries open to the public should never turn anyone seeking food assistance away. If a household is from out of your service area, provide them with food assistance then refer them to a program in the area they live closest to for future visits. Community members may visit multiple food pantry programs for assistance, as needed.

D. Record Keeping

- 1) Public food pantry members must maintain accurate records through guest registration of all individuals, households, and how often a household receives food from the program each month.
 - a. All members are expected to establish a system that provides accountability for product distribution to people served.
 - b. Statistics training is required for anyone tracking and reporting stats for your agency.
- 2) Agencies should only ask for *basic* household information that is required for RICFB statistics reporting and recall purposes and should not request or keep highly personal documents from guests, unless required by a

federal or state regulatory agency. Agencies will take appropriate measures to protect individual privacy and data confidentiality/security.

- 3) Submit statistical reports. Members must submit timely and accurate monthly statistics to the RICFB. Statistics are due by the 10th of the following month, or the agency may be suspended.
- 4) Keep RICFB invoices on file at the agency.
 - a. Pickup invoices should be triple signed to include (1 signature from Food Bank, 1 signature of agency rep picking up or accepting delivery, and 1 signature of another agency rep to verify).
 - b. Direct delivery invoices should be double signed to include (1 signature from Food Bank, 1 signature of agency rep accepting delivery).
 - c. Agencies will keep invoices on file at the site from one year after date of receipt.
- 5) Use a system for tracking donation receipts from sources other than the RICFB. Donation and receipting systems will be reviewed for food safety and accountability at monitoring visits.

E. Food Safety

All Members

- 1) Adhere to the RI Department of Health, Feeding America, and RICFB food safety certification regulations and requirements. Transport, receive, store, use, and handle product safely and properly in accordance with applicable law to prevent contamination and adulteration.
 - a. All members must have a staff member or regular volunteer food safety trained, according to their program type.
 - b. Each food program location will have a current RI Department of Health issued Food Business License.
- 2) Each program should have two recall contacts, with one of them being the food safety certified person.
- 3) Members must operate out of safe facilities. Agencies in violation of federal, state, and local codes and/or regulations cannot serve or distribute food from their facility until the facility is deemed safe and documentation has been provided to the RICFB. Members must also have appropriate fire safety, pest control, and bodily fluid clean up equipment and procedures.
- 4) Receive cold or frozen food donations from regulated food businesses only. Reputable sources are licensed by the RI Department of Health and include grocery stores, markets, and restaurants. Members should not accept cold or frozen donations directly from community members in general without timely proof of purchase and temperature control documentation.
- 5) All perishable foods, including Time Temperature Control for Safety (TCS) foods must be picked up from their source at safe holding temperatures. The agency must have proof of how the food was kept and it must be temped at the time of donation; they must verify and maintain receiving records/logs that include the temperature and notation of the visual inspection of the products. Any products with temperatures out of range should be discarded.
- 6) Transportation of food must be done under safe storage conditions to prevent allergen-cross contact and be free from chemical, microbial, and physical contamination.
- 7) Agencies picking up donations or making home deliveries must ensure that the product does not become unsafe during transportation and delivery. Deliveries including cold perishable items must be staged, held, and transported at proper temperatures using an active or passive temperature retention system, and vehicles must have a clean food storage area.
- 8) Accept food "as is" and store and transport it according to food safety guidelines. The dry, cold, or frozen condition that a food pantry receives the product from the RICFB is the way the pantry should store and distribute it to guests.
- 9) Adhere to product handling requirements:
 - a. All dry food must be stored in a clean, dry, temperature-controlled place regulated between 50°F-70°F.
 - b. All products must be stored at least 6 inches off the floors and 4 inches away from the walls to deter insects and/or rodents, and to facilitate cleaning and inspection. Product should not be over-stacked or stacked close to the ceiling. Maintain distance to visually reach and inspect the tops of product for damage and/or contamination.
 - c. Floors must be swept, and shelves washed regularly because bacteria flourishes in dust and dirt.

- d. Refrigerators and freezers must be kept clean, in good working condition, and running.
 - i. Each freezer refrigerator unit, including walk-ins, must have internal standalone thermometers.
 - ii. Refrigerators should be kept below 41°F (and above 32°F); freezers should be at or below 0°F.
- e. Freezers and refrigerators should not be over packed. Doors must be able to close and seal tightly and there must be sufficient air circulation to keep product at the proper temperature.
- f. No agencies are permitted to repackage freezer or cooler items (except for whole, un-cut produce) unless they are meal programs using the product for meal production, as licensed by the State.
- g. Members, other than community meal programs, should not cook and distribute products for program guests to take home, such as cooked turkeys for the holidays. Community meal programs, if operating a made to order grab and go program, may provide these meals, as appropriate to their Service Plan, following food safety guidelines.
- h. All stock should be rotated according to FIFO principles (First-In, First-Out), if there are no other overriding date requirements. Be sure to check dates on all products. For most dry items, a 6-month extension may be used. Items that do not have any extensions include baby food, formula, and nutritional supplements. For more specific information, check the Federal website www.fsis.usda.gov.
- i. Throw away anything that is infested, discolored, smells bad, bulges, leaks, is rusty, has mold on it or just does not seem right. If there is any doubt, throw it out.
- j. All non-food items and all cleaning products must be stored away from food items to avoid contamination or spillage. Odors from fragranced products, such as detergents and cleaners, can transfer to food products and may affect certain allergies that people may have. It is recommended that a separate storage closet or space be used for all non-food items. If separate storage space is unavailable, store non-food items below food items on shelves.

Food Pantries

- 1) Must distribute cold and frozen items at *point of service*; these products should not be taken out of their temperature-controlled units to sit out prior to distribution.
- 2) The Fair Packaging and Labeling Act prohibits the distribution of any food items, *except for fresh produce*, without a label describing the common name of the food, the name and place of business, the net quantity of the contents, and the common name of each ingredient. Unlabeled bread or pastry items should not be distributed.
- 3) Staff or volunteers may not consume or use program food, beverages, or non-food on-site except if they are using it to:
 - a. Taste test to become familiar with the product
 - b. Host a cooking demonstration or to determine new ways it can be used in cooking
 - c. Test it for fitness/quality

Community Meal Programs

- 1) Follow all RI Department of Health guidance for meal programs, including when offering made-to-order meals for grab and go distributions.
- 2) Refuse donations of food that have been previously served to the public, such as buffets or bulk food displays. Donations must be *first generation* foods not previously reheated or used for a second time.
- 3) Post the RI Department of Health's *Food Allergy Awareness* sign in the eating areas and adhere to all health guidelines, which include ways to let program guests know about ingredients that are used in the meals and what to do if you see someone having an allergic reaction. Meal programs using *unlabeled* assorted bread or pastry items must post a special allergen at-risk sign in areas visible to all guests.
- 4) Donated food and beverages may be consumed by staff or volunteers who are directly involved in the preparation of a meal or providing other services during a meal. The consumption of a meal should be part of staff or volunteer involvement with program guests.

SHARED MAINTENANCE

As a member of Feeding America, the RICFB has the option to ask member agencies to share in the maintenance of the operations of the RICFB. Shared maintenance is used exclusively to maintain the operation of the RICFB. To sustain the shared maintenance system and to set fair value upon the service of providing donated product, the RICFB may ask for shared maintenance fees from participating agencies for the donated product which an agency receives. Any fees are to be paid by the legal and fiscal agency on record.

CONDITIONS AND STIPULATIONS

This contract replaces and makes void any previous contracts. If there is a change in membership status, the agency shall forfeit any remaining Food Bank product or equipment. Both parties enter into this agreement voluntarily. Either party may terminate the agreement simply by so notifying the other party. The RICFB reserves the right to make any necessary changes in fees. RICFB member agencies have been qualified for case limits based on capacity criteria to ensure safe food handling. The RICFB reserves the right to limit the amount of food taken out of the RICFB and to visit member agencies unannounced. Member agencies not in compliance with this Basic Agreement may be subject to becoming ineligible for RICFB membership.

The member agency certifies, by signing this agreement, that neither it nor its principals or board members are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in receiving food or funds from any Federal department or agency.

PRINT
Executive Director, Board President or Legal Designee
MEMBER AGENCY

SIGN
Executive Director, Board President, or Legal Designee
MEMBER AGENCY

Date

PRINT
Community Impact Staff, RICFB

SIGN
Community Impact Staff, RICFB

Date