



North York Harvest Food Bank Member Agency Agreement

This agreement describes the relationship between North York Harvest Food Bank and its Member Agencies. Member Agencies must support the purpose and goals of North York Harvest to become a member and maintain membership.

The consideration for this Member Agency Agreement is the mutual commitments and promises set out between the Member Agency and North York Harvest, which follow. Member Agencies must also comply with the appendices listed below.

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PART A: Member Agency Commitments

A1. Agreement and Operating Standards. The Member Agency agrees to:

- a) Comply with this Agreement and with North York Harvest Member Agency Operating Standards¹, as amended from time to time.
- b) Comply with Food Banks Ethical Foodbanking Code² and Feed Ontario's policies³, where applicable. In cases where North York Harvest policies and procedures differ from the Feed Ontario's, North York Harvest policies take precedence.
- c) Co-operate in any review of its organization by North York Harvest and rectify any problems in a timely manner.

A2. Accessibility and respect. The Member Agency agrees to respect the dignity of agency clients by:

- a) Responding to client inquiries and complaints in a timely manner.

¹ See Appendix C for NYH Member Agency Operating Standards

² See Appendix A for Food Banks Canada Ethical Foodbanking Code

³ See Appendix B for Feed Ontario's Client Policy

- b) Being sensitive to the diversity and differing needs of all agency clients.
- c) Not discriminating against any person seeking food, volunteer or employment opportunities. Clients are to be served regardless of race, gender, sexual orientation, ancestry, age, creed, ethnic origin, marital status, family status, colour, creed or disability as defined under the Ontario Human Rights Code. It is understood that agencies are permitted to establish other participation criteria, however member agencies serving as catchment food banks are required to serve everyone residing in their catchment area and are prohibited from denying service if a client is accessing more than one food bank program.
- d) Not making client access to food conditional on participation in any religious activities or exchange of goods or services.

A3. Food distribution and procurement. The Member Agency agrees to:

- a) Distribute food in a fair and equitable manner.
- b) Not barter or sell food donated by North York Harvest at any time. Member Agencies are permitted to share or trade food amongst each other to support each other's needs. Clients of Member Agencies are permitted to trade and share food amongst each other.
- c) Strive to maintain its supplies to ensure basic quantities of food.
- d) Strive to accommodate client choices where possible including, but not limited to, dietary restrictions, religious observances and personal preferences.
- e) Be prepared to supplement the food supplied by North York Harvest in order to increase the amount or variety of food available to agency clients.
- f) Not solicit food from supermarkets during North York Harvest's large-scale food drive periods (fall, winter, and spring dates may vary from year to year), unless otherwise approved by North York Harvest staff.
- g) Provide food to agency volunteers or staff who are also agency clients in an equitable manner and ensure that clients who volunteer or work at the food bank are treated the same as clients who do not work or volunteer at the food bank.

A4. Health and safety standards. The Member Agency agrees to:

- a) Ensure that food is safe and adequately screened for safety, including the verification of best before and expiry dates in accordance to Toronto Public Health standards and Food Banks Canada's guidelines.⁴
- b) Notify North York Harvest if food items received are damaged, show evidence of pests or are more than 1 year past the best before date (for non-perishable items).
- c) Follow applicable policies for safe food handling.
- d) Be subject to unannounced drop-in visits by North York Harvest representatives during your regular program hours as well as to annual site inspections.
- e) If receiving perishable food donations, have refrigerators and freezers with thermostats installed to ensure that food is stored at correct temperatures (4 degrees Celsius or colder for refrigeration; -18 degrees Celsius or colder for frozen storage).

A5. Confidentiality of client information, record keeping and data gathering. The Member Agency agrees to:

⁴ See Appendix C for Toronto Public Health Guidelines on Best Before Dates; See Appendix D for Food Banks Canada's guidelines on Best Before Dates

- a) Maintain the highest regard for the confidentiality of the client information obtained directly or indirectly through their work.
- b) Collect and store client information only in Link2Feed, updating food bank visits at least every 2 weeks.
- c) Comply with PIPEDA-Personal Information Protection and Electronic Documents Act, including but not limited to: agreeing to store client information in a private manner which cannot be seen by other clients or by staff and volunteers who do not require it for the purposes of fulfilling their responsibilities and putting safeguards in place including physical measures (i.e. locked filing cabinets) or organizational controls (i.e. limiting access to information or confidentiality agreements) to protect personal information.
- d) Obtain written consent from clients before disclosing client information to third parties.
- e) Prominently display information about how the Member Agency uses and safe-keeps personal information policies.
- f) Collect client statistics on use and report it to North York Harvest monthly in the prescribed form.

A6. Communication with North York Harvest. The Member Agency agrees to:

- a) Ably and willingly communicate issues arising at your program with North York Harvest in a timely manner, including but not limited to, program closures, emergencies and health and safety issues.
- b) Maintain and regularly check an email address to receive updates from North York Harvest.

A7. Recognition. The Member Agency agrees to:

- a) Acknowledge North York Harvest's contribution to its food program in promotional and publicity materials.
- b) Renew its membership with North York Harvest annually and pay the membership fee.

PART B: North York Harvest Commitments

B1. Food distribution. North York Harvest agrees to:

- a) Aim to distribute food to all Member Agencies based on the number of people they serve, according to statistics in Link2Feed, understanding that agency needs may vary according to the agency's ability to generate support within the community.
- b) Distribute food free of charge.
- c) Distribute food in a timely and efficient manner, while endeavouring to provide a quality of service that meets with agency needs. When possible, this includes delivery of food to Member Agencies at mutually agreeable days and times.
- d) Coordinate service delivery across North York Harvest's catchment, including evaluating new programs and maintaining proper coverage of the catchment.
- e) Screen food for safety and shelf-life and notify Member Agencies of emerging safety issues such as food recalls.
- f) Follow applicable policies for safe food handling in accordance with Toronto Public Health and Food Banks Canada.

B2. Member Agency support. North York Harvest agrees to:

- a) Provide regular feedback to the Member Agencies concerning changes in policy and operating standards.
- b) Respond to agency needs and concerns in a fair and timely manner.
- c) Respond to agency client concerns about programs.
- d) Provide support with volunteer management.
- e) Regularly report aggregate statistics and food bank trends to agency network.
- f) Host regular Member Agency meetings and workshops in order to exchange ideas and to receive agency feedback concerning the overall performance of the organization.
- g) Provide relevant professional development opportunities to member agency volunteers and staff including, but not limited to, at least one safe food handler training once a year.
- h) Ensure that there is agency input in consultations and in the decision-making process.
- i) Hold an Annual General Meeting once per year to elect, re-elect and confirm North York Harvest directors and to present audited financial statements of the corporation.

B3. Monitor Operating Standards. North York Harvest agrees to:

- a) Conduct a site visit on an annual basis to ensure compliance with Member Agency Agreement and Operating Standards.
- b) Review the organizational status of Member Agencies on an annual basis, provide feedback regarding any issues and suspend or cancel the Member Agency's membership, if necessary, based on lack of compliance with the Member Agency Agreement.
- c) Immediately address Member Agency issues. The Executive Director of North York Harvest maintains the right to suspend food distribution to a member agency at any time. The North York Harvest Board of Directors maintains the right to revoke membership at any time.
- d) Comply with Food Banks Ethical Foodbanking Code and Feed Ontario's policies and procedures.



**North York Harvest Food Bank
Member Agency Agreement**

Please complete the information below, sign in the space provided, then detach this page and return two signed copies to North York Harvest. Representatives from North York Harvest will then sign this page and one copy will be returned to you for your records.

(Name of Member Agency- Print)

(Member Agency Representative - Print Name and Position)

(Signature of Member Agency Representative)

Date: _____

Information below will be completed by representatives from NYHFB

Agency Relations Manager

Executive Director

Signature

Signature

Date: _____

Appendix A

The Ethical Foodbanking Code

Food Banks Canada and our network of Provincial Associations and Affiliate food banks will:

1. Provide food and other assistance to those needing help regardless of race, national or ethnic origin, citizenship, colour, religion, sex, sexual orientation, income source, age or mental or physical ability.
2. Treat all those who access services with the utmost dignity and respect.
3. Implement best practices in the proper and safe storage and handling of food.
4. Respect the privacy of those served, and will maintain the confidentiality of personal information.
5. Not sell donated food.
6. Acquire and share food in a spirit of cooperation with other food banks and food programs.
7. Strive to make the public aware of the existence of hunger, and of the factors that contribute to it.
8. Recognize that food banks are not a viable long-term response to hunger, and devote part of their activities to reducing the need for food assistance.
9. Represent accurately, honestly and completely their respective mission and activities to the larger community.

Appendix B

FEED ONTARIO OPERATING POLICY THREE CLIENT GUIDELINES

1. PURPOSE

The purpose of this policy is to ensure that members of Feed Ontario and the organizations they share food with (i.e. direct and affiliate food banks or related organizations) have a clear set of guidelines: to govern their interactions with those that they serve; to provide protection for clients and caregivers; and to ensure that there are appropriate mechanisms for addressing concerns. It is also intended to meet responsibilities under the federal *Personal Information Protection and Electronic Documents Act (PIPEDA)*.

This policy thus outlines: a series of principles; privacy guidelines; client privileges and responsibilities; guidelines for referral and refusal of service; and a complaints process and procedure.

2. PRINCIPLES

This policy is intended to ensure the following four principles:

2.1. Protection of privacy. Food banks and related organizations must strive to ensure that all information provided by those they serve remains private and confidential.

Organizations must ensure they meet the requirements of consent, access, and clear usage, while ensuring that information is safely stored.

2.2. Maintenance of dignity. Every effort must be made to maintain the dignity of those served by food banks and related organizations.

2.3. Member autonomy. Although this is a set of system-wide guidelines for the entire province, all efforts should be made to ensure issues are resolved by food banks and related organizations at the local level.

2.4. Respect for client and caregiver. The interaction between staff or volunteers at a food bank or related organization and those that they serve must be one of mutual respect.

3. PRIVACY

3.1. Provision of basic information by clients. Those served by food banks or related organizations may be asked to disclose the following information, which will be entered into the Link2Feed client intake system by the food bank or related organization:

- a. At least two unique identifiers, which may include:
 - full name(s);
 - address;
 - birth date(s) of those being served;
 - phone number
- b. Postal code (unless there is no fixed address)
- c. primary source of income (e.g. Ontario Works, disability pension, retirement pension, EI, other employment, or none).
- d. Housing type (e.g. rental tenant, social housing tenant, homeowner, rooming house, etc.)
- e. Or any other questions as determined by Food Banks Canada's annual HungerCount survey
- f. Note: The food bank or related organization cannot deny service if the client does not wish to participate in the Link2Feed client intake survey. In this case, the anonymous visit function in Link2Feed may be used to record service.

3.2 Those served by food banks or related organizations can be asked to present the following information or documentation for review:

- a. birth certificates for all individuals who require service;
- b. photo identification for all individuals older than 18;
- c. proof of residency, such as: a telephone, hydro or cable bill; or a driver's license. If produced voluntarily by a client, a health card may also be used, but food banks or related organizations cannot require or request health cards for review. In special circumstances, clients may be permitted to provide interim residency information without documentation on a temporary basis until proper documentation can be produced.

It should be noted that such information or documentation cannot be recorded or photocopied by a food bank or related organization.

3.2. Collecting and using information. A food bank or related organization must abide by the following guidelines when collecting and using information:

- a. The food bank or related organization must provide an explanation of how they intend to use the information that they collect.
- b. The food bank or related organization must obtain consent for the collection of any data beyond the basic information as outlined above.

Please note: consent can be obtained in person, by phone, by mail, or online. A record of consent must be kept.

- c. The food bank or related organization cannot obtain consent under duress or as a condition for the provision of service.
- d. When obtaining consent, food banks and related organizations must clearly state the members of the caregiver network with whom they intend to share the personal information.
- e. All records on specific individuals or families served by member food banks must be destroyed a reasonable period after the last point of service and they are no longer needed. The minimum and maximum retention periods should be specified as part of a retention policy (e.g. 1-year minimum and 7-year maximum or whatever makes sense for the organization's context). The retention period requirements do not apply to cumulative or other data that does not contain personal information and is not traceable to specific individuals or families.

3.3. Disclosure of information to clients. An individual should have access to all information that has been collected about them within a reasonable time frame. However, a food bank or a related organization may refuse an individual access to personal information:

- a. if it would reveal personal information about another individual, unless the other individual's information can be severed or there is consent or because an individual's life, health, or security is threatened;
- b. if, in accordance with *PIPEDA*, the request is regarding information disclosed to a government institution for law enforcement or national security reasons for which an objection has been received; or
- c. if disclosure could reasonably be expected to threaten the life or security of another individual, unless that information can be severed.

Access to information should be provided at no cost to the individual. Personal information should be corrected or amended immediately if its accuracy and completeness is successfully challenged or found to be deficient.

3.4. Disclosure of information about clients. Food banks and related organizations must make every effort to protect the privacy of those they serve. As a general rule, they must not share any personal information with another party. However, a food bank or related organization may disclose client information without consent only:

- a. to a lawyer representing the food bank, the related organization, or Feed Ontario;
- b. to comply with a subpoena, warrant, or order made by a court or other body with appropriate jurisdiction;
- c. to a government institution that has requested the information, identified its lawful authority to obtain the information, and indicated that: the disclosure is for the purpose of enforcing any law of Canada, a province, or a foreign jurisdiction; carrying out an investigation relating to the enforcement of any such law; gathering

intelligence for the purpose of enforcing any such law; or the disclosure is requested for the purpose of administering any law of Canada or a province;

d. to an organization that is also a part of the caregiver network* in the same community that:

i. abides by this policy; and

ii. has signed an appropriate information sharing agreement with the agency that is providing the information.

e. to the Board of Directors of the food bank or related organization, or to Feed Ontario, in an in-camera or closed meeting if that individual has provided a written complaint of a violation to the food bank, related organization, or Feed Ontario;

f. to individuals which the client has expressly granted access in writing; or

g. otherwise required by law.

**The Ontario Works program and Ontario Disability Support Program shall not be members of the caregiver network.*

3.5. Responding to privacy concerns. Each food bank and related organization must designate a Privacy Officer to address any concerns that are brought forward by clients. If an individual wishes to report a violation, they must be provided with the process and procedures to do so, as well as access to a written copy of this policy. The Feed Ontario provincial office shall also designate a Privacy Officer to address any concerns brought forward.

4. CLIENT PRIVILEGES

Those served by food banks and related organizations in Ontario have, and should be aware of, the following client privileges:

4.1. to be served with dignity and respect;

4.2. to be served based on need and no other criteria;

4.3. to be served regardless of race, sex, sexual preference, religion, disability, or source of income;

4.4. to have any personal information that is provided to the food bank or related organization kept private and confidential;

4.5. to be informed about the usage and storage of their own personal information;

4.6. to request any records or files that include their own personal information and to have that information provided within a reasonable time period, subject to the limitations mentioned above;

4.7. to be served equitably in relation to others who make use of the food bank or related organization;

- 4.8. to request preferred food items when practical and available in order to meet dietary needs;
- 4.9. to be provided with information regarding community services and other community providers;
- 4.10. to be asked for consent when providing any personal data beyond basic information as outlined above;
- 4.11. to be informed of the reason for referral or refusal of service, both verbally and in writing; and
- 4.12. to be able to bring their concerns or complaints to the staff or Board of Directors of the food bank, related organization, and/or Feed Ontario, while respecting the complaints procedure in this policy.

5. CLIENT RESPONSIBILITIES

Those clients served by food banks and related organizations in Ontario have, and should be made aware of, the following responsibilities:

- 5.1. to be courteous and polite;
- 5.2. to provide identification for each member of the family or each person that is being served in accordance with this policy's guidelines;
- 5.3. to provide information requested by the food bank or related organization within the guidelines of privacy and confidentiality as outlined in this policy;
- 5.4. to abide by the policies and procedures of the food bank or related organization;
- 5.5. to inform the food bank or related organization of any changes in personal status;
- 5.6. to refrain from calling staff and volunteers at their homes; and
- 5.7. to ask volunteers or staff to perform only those tasks that have been requested or approved by the food bank or related organization.

6. REFERRAL & REFUSAL OF SERVICE

6.1. Referral of service. An individual or family served by a food bank or related organization in Ontario may be referred to another agency if they:

- a. are outside the food bank's or related organization's designated catchment area or geographic area of service; or
- b. have needs that cannot be met by the food bank or related organization because of nutritional requirements or the capacity of the food bank or related organization to provide them service; or
- c. at the request of Feed Ontario (e.g. when a client and food bank have been unable to find a resolution through the complaint process)

6.2. Refusal of service. An individual or family served by a food bank or related organization in Ontario may be refused service if they:

- a. are unable or unwilling to fulfill the responsibilities outlined above (Section 5);
- b. are intoxicated or under the influence of narcotics while attempting to be served;
- c. are verbally or physically abusive to staff, volunteers, or Board members while attempting to be served;
- d. are found to be selling food that was provided by the food bank or related organization;
- e. have provided false information to the food bank or related organization;

6.3. Appeal. If an individual or family wishes to appeal a referral or refusal of service, they must follow the complaints process and procedure as outlined below.

7. COMPLAINTS PROCESS & PROCEDURE

a. Sequential process. If an individual or family that is served by a food bank or related organization wishes to report a violation of this or another Feed Ontario related matter, they must go through the process outlined below. This process is intended to be sequential, and the individual or family lodging the complaint cannot pass over any of the steps below unless there are concerns that logging a complaint will affect service. Verbal: Senior Staff. The complaint should be communicated verbally to the most senior staff person of the food bank or related organization and attempted to be resolved at that level.

b. Written: Organization's Board of Directors. If unsuccessful, a written complaint may then be provided to the organization's Board of Directors (or equivalent) for discussion and potential resolution. The written complaint must include the date and description of the violation.

c. Verbal: Feed Ontario. If unsuccessful, the complaint may then be reported to the Feed Ontario staff person responsible for membership issues, the Executive Director, or other designated Feed Ontario staff. Feed Ontario staff will then attempt to resolve the situation.

d. Written/Referral: Feed Ontario Membership Committee. If unsuccessful, a written complaint may be brought forward to the Feed Ontario Membership Committee for discussion and potential resolution. In appropriate situations, Feed Ontario staff may refer a complaint directly to the Membership Committee for discussion and potential resolution. The organization in question must be given at least 10 business days' notice that the matter is being brought forward for discussion. The organization in question shall have the opportunity to speak on its own behalf at the applicable Membership Committee meeting.

7.1. Complaints procedure. At each step in the process, it is the responsibility of the organization in question and/or Feed Ontario to:

- a. record the date that a complaint is received and the nature of the complaint;
- b. acknowledge receipt of the complaint;
- c. contact the complainant(s) to clarify the nature of the complaint;
- d. notify the complainant(s) of the outcome of the investigation clearly and promptly; and
- e. correct any inaccurate personal information and/or modify policies and procedures based on the outcome of the complaint.

7.2. Awareness and point of contact. All staff and volunteers must be made aware of policies and procedures for complaints, and to whom these complaints should be referred within the organization. Potential complainants must be promptly informed of the sequential process and procedure to deal with a complaint.

7.3. Resolution of complaints. Once involving Feed Ontario staff and/or the Membership Committee, complaints will result in the following resolutions:

- a. Revocation of Feed Ontario membership and/or denial of providing food.** If the investigation finds a substantial violation, ongoing violations, and/or cumulative/historical violations, it will be recommended that Feed Ontario's Board of Directors revoke the membership in question and/or deny providing food to the organization in question. The organization in question must be provided in writing the reason(s) for the decision, and the date the Board will be considering the issue. The individual who has lodged the complaint will also receive a similar notice. Both the organization in question and the complainant shall be given the opportunity to provide further written submissions to the Board for the applicable meeting.
- b. Recommendation for Change.** After investigation, Feed Ontario may determine that a violation has occurred and recommend changes (e.g. to the organization's policy or procedure) that must be implemented in order for the member to retain its OA membership and associated benefits and/or to continue to receive food. Such recommendations shall be reasonable and will be provided in writing to the organization in question. Such recommendations shall be ratified/approved by Feed Ontario's Board of Directors, and the member in question shall have an opportunity to provide further written submissions to the Board for the meeting in question.
- c. Notice of Resolution.** If the complaint is found not to be a violation of this policy or another Feed Ontario policy, requirement, or procedure, or if the complaint is mutually resolved through another method, the organization in question will receive a notice indicating that the matter has been resolved. The individual who lodged the complaint will also receive a similar notice. If necessary, such a decision made by Feed Ontario staff may be appealed to the Membership Committee, and

such a decision made by the Membership Committee may be similarly appealed to Feed Ontario's Board of Directors.

Approved by Board of Directors on September 26, 2006.

Replacement version approved by Board of Directors on June 6, 2012.

Amended by Board of Directors on January 23, 2014, June 8, 2014, and March 25, 2015.

Amended by Board of Directors on March 26th, 2020