



A Member of Feeding America

PARTNER AGENCY AGREEMENT

Partner Agency Name

Date

Mailing Address

City State Zip

Agency Number

Phone Number

IN EXCHANGE FOR THE RIGHT TO BE A PARTNER AGENCY OF THE NORTH TEXAS FOOD BANK ("NTFB") AND THEREBY RECEIVE PRODUCTS AND SERVICES FROM NTFB, THE ABOVE NAMED AGENCY AGREES TO COMPLY WITH CERTAIN REQUIREMENTS. THE PARTNER AGENCY WILL:

Eligibility

1. Have 501(c) 3 federal tax-exempt status as determined and documented by the Internal Revenue Service. If the agency falls under the governance of another organization, a letter must be provided from the parent organization stating the name and address of the active program site. In some cases, NTFB will accept a current listing of participating organizations in place of the letter.
2. Complete an initial orientation meeting prior to receiving products and services and ensure all new staff and leadership complete NTFB orientation.
3. Not require attendance at a religious service or political meeting or to make a statement of faith, not-faith or pledge membership as a requisite to obtain food or other items. *For shelter programs only: meeting attendance may be a requirement for participation in a discipleship program after a three-day grace period; at which time a client has the option to leave the program. Such a requirement may not make unreasonable demands on clients.*
4. Contract a licensed pest control company to treat all program sites at least twice per year, and more frequently if there are signs of infestation.
5. Distribute food on a regularly scheduled basis:
 - a) Urban Areas-no less than once per week, for a total of at least 3 hours per week
 - b) Rural Areas-once per month for a total of at least three hours per month

Terms

6. Pay a convenience fees as determined by NTFB in its sole discretion.

7. Pay NTFB invoices in full within 30 days of invoice date. Agency will not allow any NTFB account to become past due without having made prior arrangement for payment.
8. Pay restock fee on all orders that are cancelled after they have been processed and pulled.
9. The Agency must distribute products for use within NTFB service area, unless otherwise approved in writing by NTFB.

Service Requirements

10. Distribute food received from NTFB to feed people in need of food assistance in a manner related to the tax-exempt purpose of the organization. At least 51% of the people served by the food program must be deemed "in need of assistance." (NTFB's standard for need is a household with income of 185% or less of the federal poverty guidelines. This is consistent with the definition of need for state and federal emergency food assistance.)
11. Distribute food in accordance with the U.S. Department of Agriculture and Texas Health and Human Services Commission non-discrimination statement included at the end of this agreement.
12. Notify NTFB immediately in case of damage, loss, or theft of product by completing a credit request or helpdesk ticket.
13. Ensure that food and non-food products received from NTFB will not be sold, bartered, exchanged for monetary donations, fundraising, volunteer services, property, or votes for political interest, used for personal use or community events, transferred out of NTFB service area, or allowed to re-enter commercial channels.
14. The Partner Agency shall store the items at the Agency, or another site approved by NTFB (NOT on privately owned property OR in a home).
15. Ensure that eligible clients are not refused food assistance for failure to make a donation, pay administrative fees, co-pays, or condition of attendance at agency events or programs. If a client wishes to make a donation, donations must be anonymous and truly voluntary. Agency also agrees that it will comply with the restrictions on the use and transfer of donated property, as described in IRS Tax Code Section 170(e) (3) and any amendments to the Code (See the Federal Register/Vol. 47, No. 21/Monday, February 1982/Rules and Regulations, pp.4509-4512).
16. Agree to accept all food and other items received from or through NTFB "as is," and agree to adhere to additional donor stipulations, as requested.
17. Affirm that the original donor, North Texas Food Bank, and Feeding America are:
 - a. Released by the Partner Agency from any liabilities resulting from the donated product;
 - b. Held harmless from any claims or obligations in regard to the Partner Agency or the donated product;
 - c. Offering no express warranties in relation to the product
18. Sign invoices prior to leaving NTFB or before departing from the delivery location to ensure that all items have been received, and have a second person inspect the order upon arrival at the agency and sign the invoice, verifying that all product has been received at the approved destination.

19. Abide by Food Storage Handling and Safety Practices that are in conformance with local, state, and federal regulations, and ensure that employees and volunteers are provided training or have sufficient experience to safeguard the quality and safety of food distributed or served to needy individuals. (See Appendix in the Partner Agency Handbook for additional information.)

20. All Partner Agencies must provide certification of food safety training for at least one current employee or volunteer. Partner Agencies that prepare food or have onsite feeding programs must furnish a copy of a manager level food safety certification (i.e. ServSafe) for the current employee with oversight of the program. It is the responsibility of the Partner Agency to ensure that the agency is complying at all times. Agencies must conform to all state/local/national proper handling of donated goods which conforms to local/state/federal regulations.

21. Not require a client to provide a social security card or any other documentation related to citizenship in order to receive food from the Agency.

22. Ensure that each staff person and volunteer interacting with program applicants and participants is trained in Civil Rights and Customer Service according to the Texas Department of Agriculture and knows how to respond to a request to file a civil rights complaint. This training will be done before they begin to work and on an annual basis. The signatures of those participating in the training must be maintained on a training log and provided to NTFB during monitoring reviews.

Reporting and Notices

23. Agree to only receive and store product from NTFB at multiple locations if:

- a) All locations individually meet the requirements of this agreement;
- b) Have been inspected;
- c) Approved by NTFB prior to receiving and distributing food. The agency is not allowed to re-distribute donated product to any organization, agency, partner, or entity other than a qualifying client, unless the agency has been authorized and designated as an official NTFB re-distribution partner.

24. Inform NTFB of any changes in contact names, addresses, phone numbers, and/or services provided and provide any other relevant information by using our online update tool at www.ntfb.org.

25. Partner Agencies understand and agree to have an active, working email address on file with the food bank. Contacts from the agency agree to check email regularly for updates and notices from the food bank.

26. If Partner Agency is relocating, request prior approval at least 30 days in advance from NTFB for the new distribution site that will be storing and distributing NTFB product.

27. Submit a monthly report to NTFB within five (5) calendar days after the end of each month, using NTFB's online monthly reporting system, regardless of whether product has been received from NTFB or the agency has provided food during that month. The reporting system can be accessed at www.ntfb.org.

Monitoring and Compliance

28. Allow an authorized representative of NTFB to conduct monitoring reviews every one to two years during regular business hours and comply with all requests, either verbal or written, resulting from any visit.

29. Grant clients the right to contact the agency governing board, NTFB and the USDA if they have a grievance against your agency. You may reference the Grievance Policy that is found in the Partner Agency Handbook.

30. Recognize that this agreement is valid for two years from the date of signature. New agreements will be presented for signature following periodic monitoring reviews.

EITHER PARTY MAY TERMINATE THIS AGREEMENT, WITH OR WITHOUT CASE, UPON 30 DAYS WRITTEN NOTICE.

FAILURE TO COMPLY WITH ANY OF THE PROVISIONS ABOVE OR INCLUDED IN THE PARTNER AGENCY HANDBOOK OR ANY OTHER AGREEMENTS, WHICH IS INCORPORATED HEREIN BY REFERENCE, CAN RESULT IN ACTIONS UP TO AND INCLUDING SUSPENSION OR TERMINATION.

I have read and understand all requirements listed above and agree to adhere to them completely.

SIGNATURE ON BEHALF OF
THE PARTNER AGENCY

SIGNATURE ON BEHALF OF
THE NORTH TEXAS FOOD BANK

SIGNATURE

SIGNATURE

NAME PRINTED OR TYPED

NAME PRINTED OR TYPED

TITLE

TITLE

DATE

DATE

USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. North Texas Food Bank 51

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint>, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov. This institution is an equal opportunity provider.