



Partner Agency Agreement

Effective January 1, 2023

Shared Value Statement

We, the members of the North Texas Food Bank Feeding Network, are unified by a common vision of a hunger-free, healthy North Texas. By electing to join the North Texas Food Bank Feeding Network, we agree to engage in discussions, make bold decisions and take action collaboratively; working to advance our shared aspirations of supporting our neighbors facing hunger. Undoubtedly, we are Better Together.

Partner Name: _____ Date: _____

Agency Account No: _____

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 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. Agency must notify NTFB of any changes to their tax status within 30 days.
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 neighbor has the option to leave the program. Such a requirement may not make unreasonable demands on neighbors.*
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: if Agency unable to meet standard, NTFB will review case by case 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
6. Will maintain a minimum account activity by ordering at least 4 times per calendar year or receive retail product at least once a month.
7. NTFB collects information from agencies to improve planning and support to agencies. Agencies agree to respond to the bi-annual survey and participate in network surveys as they occur.

Terms

8. Pay all applicable fees as assessed by NTFB.
9. 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.
10. Pay restock fee on all orders that are cancelled after they have been processed and pulled.
11. The Agency must distribute products for use within NTFB service area, unless otherwise approved in writing by NTFB.

Service Requirements

12. 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.)
13. 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.
14. The Agency agrees that its employees, volunteers, and the community partners will conduct themselves in a manner congruent with NTFB’s values, specifically:
 - a) People experiencing food insecurity are the center of everything we do.
 - b) We create an inclusive culture that welcomes and respects the diversity of people we serve, employees, and volunteers and honors the fundamental value and dignity of all individuals.
 - c) We build and foster a culture of continuous improvement, collaboration, and innovation.Non-discrimination and civil rights compliance alone do not honor these values. The Agency agrees to consistently take action to live these values.
15. Notify NTFB immediately in case of damage, shortage, loss, or theft of product by completing a credit request or Agency Service Desk ticket.
16. 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.
17. 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). The Partner Agency shall not store product at a location that has not been approved by the NTFB and must inform within 48 hours for approval.
18. Ensure that eligible neighbors are not refused food assistance for failure to donate, pay administrative fees, co-pays, or condition of attendance at Agency events or programs. If a neighbor wishes to donate, 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).

19. The Agency agrees to promote and provide access to support programs to all individuals who receive assistance for the Agency. Those support programs might include:
 - a) Educate neighbors about and offer prescreening for assistance programs but not limited to: Supplemental Nutrition Assistance Program (SNAP), Commodity Supplemental Food Program (CSFP), and similar programs.
 - b) Provide community referrals to other assistance programs as needed, which will allow our neighbor to eventually sustain and feed themselves.
 - c) Collaborate at the county and regional level, coordinating services, sharing resources, and providing mutual support to best meet the needs of people experiencing food insecurity.
 - d) Work with NTFB to advocate, educate, and spread awareness about ending hunger in your community.
20. 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.
21. 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.
22. Sign invoices prior to leaving NTFB, receiving delivery, or before departing from the delivery location to ensure that all items have been received.
23. 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 Guidebook for additional information.)
24. 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 always complying. Agencies must conform to all state/local/national proper handling of donated goods which conforms to local/state/federal regulations.
25. Not require a neighbor to provide a social security card or any other documentation related to citizenship to receive food from the Agency.
26. 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 compliance reviews.

Reporting and Notices

27. 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 neighbor, unless the Agency has been authorized and designated as an official NTFB re-distribution partner.
28. 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.
29. 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.
30. The Agency must designate at least two people from its organization to serve as food bank contacts, and one individual as the primary contact. The contacts should include the Partner Agency's representatives who have decision-making authority over the food program.
31. Changes to feeding program leadership will be required to complete NTFB orientation, reviewing any Agency agreements in place, complete required food safety training and generally reviewing the information on file for the partner Agency to ensure accuracy. If the Agency is participating in the direct retail, CSFP, or TEFAP programs additional training will be required.
32. 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.
33. 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

34. 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.
35. Allow for unscheduled visits by NTFB staff as necessary during posted hours of operation.
36. Grant neighbors 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 Guidebook.
37. The Agency agrees that it has received and will abide by the rules, regulations and guidelines at all times set forth by NTFB Partner Agency Guidebook.
38. Recognize that this agreement is valid for two years from the date of signature. New agreements will be presented for signature following periodic compliance audits and or reviews.
39. The Agency agrees to maintain a functioning Board of Directors (BOD) or governing body and have a current Succession plan approved by BOD or governing body on file with NTFB.

As an Agency representative of the Agency listed above, I agree that the following documents have been reviewed with me by a NTFB representative. I understand that ongoing, edits, and additions will be made as addendums to this document. I agree that I have received, read, and am willing to support the documents below.

| Document | Initial if applies and agree | Document | Initial if applies and agree |
|-------------------------------------------------------------|------------------------------|-------------------------------------------------------------------------|------------------------------|
| Distribution Services Agreement Addendum | | Delivery release and Waiver of Liability | |
| NTFB Flex Hub/Group Delivery Agreement (only if applicable) | | NTFB Flex Hub/Group Delivery Site Coordinator Role (only if applicable) | |

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

FAILURE TO COMPLY WITH ANY OF THE PROVISIONS ABOVE OR INCLUDED IN THE PARTNER AGENCY GUIDEBOOK 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 the requirements listed above and agree to adhere to them completely.

Signature on behalf of Partner Agency: _____

Typed Name: _____ Title: _____

Signature on behalf of North Texas Food Bank: _____

Typed Name: _____ Date: _____

USDA Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g. Braille, large print, audiotape, American Sign Language), should contact the responsible state or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:

<https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling, (866) 632-9992, or by writing a letter addressed to USDA. The

letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or

(2) fax: (833) 256-1665 or (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.