

# AGENCY PARTNER AGREEMENT

Effective July 1, 2025



**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 act 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 an Agency Partner of the North Texas Food Bank (“NTFB”) and thereby receive products and services from NTFB.

**NTFB Agency Partner Distribution Locations**

Please list agency partner's main location and any additional distribution locations that may operate under the same organization name, 501(c)3, or executive leadership.

Organization Main Location Name	Distribution Address	Distribution Day/Time (ex: 2 <sup>nd</sup> and 4 <sup>th</sup> Friday 10 a.m.-12 p.m.)
Additional Distribution Location Name	Distribution Address	Distribution Day/Time

IN EXCHANGE FOR THE RIGHT TO BE AN AGENCY PARTNER OF NORTH TEXAS FOOD BANK AND THEREBY RECEIVE PRODUCTS AND SERVICES FROM NTFB, THE ABOVE-NAMED AGENCY PARTNER AND ALL LOCATIONS LISTED ABOVE AGREE TO COMPLY WITH ALL REQUIREMENTS LISTED IN THIS AGREEMENT.

## **THE AGENCY PARTNER 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 Partner must notify NTFB of any changes to their tax status within 30 days.
2. Complete all initial orientation requirements prior to receiving products and services and ensure all new staff and leadership complete NTFB requirements.
3. Not require attendance at a religious service or political meeting or to make a statement of faith, non-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 minimum, twice per year or in accordance with the timeframe approved by pest control company standards.
5. Distribute food on a regularly scheduled basis: if Agency Partner is unable to meet standard, NTFB will review on case-by-case basis.
  - a) Suburban 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 3 hours per month
6. NTFB has the right, in consultation with the Agency Partner, to adjust minimum and/or maximum distribution frequency, volume, and schedule based on service area assessment.
7. Will maintain a minimum account activity by ordering at least 4 times per calendar year and/or receive retail product at least once a month.
8. NTFB collects information from agencies to improve planning and support of Agency Partners. Agency Partners agree to respond to the bi-annual survey and participate in network surveys as they occur.
9. NTFB offers opportunities for network engagement through monthly agency calls, bi-yearly townhalls and a yearly summit. Agency Partners agree to attend in person, or virtually when possible.

### **Fees**

10. Pay NTFB invoices/fees in full within 30 days of invoice date. Agency Partner will not allow any NTFB account to become past due without having made prior arrangement for payment. Failure to pay past due fees could result in all NTFB accounts being placed on hold.

### **Service Requirements**

11. 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.)
12. The Agency Partner agrees to distribute products within the NTFB-defined service area unless otherwise approved in writing by NTFB. If there is excessive product being distributed or accessed by neighbors outside the NTFB-approved service area, NTFB will coordinate with the Agency Partner to ensure equitable and proportional distribution according to the NTFB's service area assessment and operational response plan.
13. The Agency Partner agrees to not engage in discrimination in the provision of service against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran or as otherwise prohibited under the current USDA nondiscrimination statement (found at the end of this agreement).

14. The Agency Partner agrees that its employees, volunteers, and 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 Partner agrees to consistently take action to live these values.
15. The Agency Partner has the responsibility to contribute to an orderly distribution. An orderly distribution allows participants to be served in a safe and non-threatening atmosphere; violence, theft, or verbal abuse from partner staff/volunteers will not be tolerated and may result in corrective action up to and including termination of agency partnership.
16. If an Agency Partner faces recurring issues with a disruptive participant, the Agency Partner can coordinate with local law enforcement officials to ensure the safety of staff, volunteers, and other participants. When the participant is no longer disruptive, he or she can receive services at that distribution. However, the distribution might end before the disorderly participant is calm enough to receive a package. In this case, the Agency Partner must provide a referral or direct the participant to NTFB's Find Food map at [ntfb.org](http://ntfb.org) to find other distributions in the area. The Agency Partner may also serve the participant at his or her next regularly scheduled distribution.
17. Notify NTFB immediately in case of damage, shortage, loss, or theft of product by submitting an Agency Service Desk ticket.
18. 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.
19. The Agency Partner shall store the items at a previously NTFB approved site at the Agency location, or another site approved by NTFB (NOT on privately owned property or in a home). The Agency Partner shall not store product at a location that has not been approved by NTFB and must inform NTFB of a new storage location at a minimum of 2 weeks for prior approval.
20. 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).
21. The Agency Partner agrees to promote and provide access to support programs to all individuals who receive assistance from the agency. Those support programs might include:
  - a) Educate neighbors about and offer pre-screening for assistance programs including 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 neighbors 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.
  - e) Partner with NTFB to establish, expand, and/or attend community connections within your region or county.
22. 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. Refer to Distribution Services Agreement for return policy.
23. Affirm that the original donor, North Texas Food Bank, and Feeding America are:
  - a) Released by the Agency Partner from any liabilities resulting from the donated product.
  - b) Held harmless and indemnified from any claims or obligations arising from Donated Product, Agency Partner Conduct, or conditions or activities at Agency Partner Locations
  - c) Offering no express warranties in relation to the product.
24. Review Bill of Lading upon receiving delivery or before departing from pickup location for all orders to ensure that all items have been received. Keep the Bill of Lading on file for a minimum of 3 years.

25. 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
26. All Agency Partners must provide certification of food safety training for at least one current employee or volunteer. Agency Partners that prepare food or have on-site 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. No food distribution may take place without a food safety certified employee or volunteer present. It is the responsibility of the Agency Partner to ensure that the agency is always complying. Agencies must conform to all state/local/national proper handling of donated goods which conform to local/state/federal regulations.
27. Agency Partner agrees to maintain a procedure for determining that the final recipient of the Donated Product is ill, needy, or an infant, such as using self-declarations of need or other intake processes.
28. Not require a neighbor to provide any type of Identification such as social security card or any other documentation related to citizenship to receive food from the Agency Partner.
29. 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.
30. 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 by an NTFB representative.
  - c) Approved by NTFB prior to receiving and distributing food. The Agency Partner 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.

### **Reporting and Notices**

31. Inform NTFB of any changes in contact names, addresses, phone numbers, and/or services provided and provide any other relevant information by contacting your community partner specialist and updating your Vivory profile.
32. Agency Partners 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.
33. The Agency Partner 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 Agency Partner's representatives who have decision-making authority over the food program.
34. 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 agency partner to ensure accuracy. If the agency is participating in the direct retail, CSFP, or TEFAP programs additional training will be required.
35. If Agency Partner is relocating, request prior approval via the Agency Service Desk at least 60 days in advance from NTFB for the new distribution site that will be storing and distributing NTFB product.
36. Submit a monthly report to NTFB no later than the fifth calendar day 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 via Agency Express.

### **Data Collection and Impact Reporting**

37. Agency Partners are responsible for ensuring that their neighbor data is accurate, up-to-date, and has minimal duplicates (i.e. one neighbor represented more than once etc.).
38. Agency Partners may collect additional information, such as racial and ethnic data. However, the collection of additional data must not be a real or perceived barrier to participation. In other words, a partner must allow an applicant to supply only the federally required information to receive TEFAP foods.
39. Agency Partners agree to provide required neighbor-level data in a format approved by NTFB. Agencies utilizing Service Insights on Meal Connect (SIMC) already satisfy this requirement through direct system use. Agencies using an alternative system may continue to do so, provided they can reliably export the required data in a .csv format according to NTFB specifications and timelines. Agencies that are unable to export and submit the required data, must implement SIMC to meet NTFB data collection and reporting requirements. *Note:* Service Insights is offered to partners at no cost.
40. For Agency Partners who have their own Neighbor Information Management System, they must commit to sharing/ general neighbor level data with NTFB on a monthly basis.
41. Monthly electronic reports (i.e. TEFAP etc.) are due by the fifth of the month. Failure to report in a timely manner could result in all NTFB accounts being placed on hold.
42. To support accurate reporting, Agency Partners agree to provide NTFB with any requested data in a timely manner, including information related to food received from sources other than NTFB.
43. NTFB will maintain the confidentiality and security of household information as reasonably as possible, including applicants' and participants' information stored on information technology systems.

### **Monitoring and Compliance**

44. Allow an authorized representative of NTFB to conduct monitoring reviews every one to two years during regular business hours and comply with all requirements, either verbal or written, resulting from any visit.
45. Allow unscheduled visits by NTFB staff as necessary during posted hours of operation.
46. 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 Agency Partner Guidebook.
47. The Agency Partner agrees that it has received and will abide by the rules, regulations and guidelines at all times set forth by NTFB Agency Partner Guidebook.
48. 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.

### **Termination and Account Hold**

49. An Agency Partner may be placed on hold for the misuse of donated food or other products in a manner not approved by NTFB. Noncompliance with NTFB requirements may result in the termination of the partnership.
50. Either the Agency Partner or NTFB may terminate the partnership, with or without cause, at any time, for any reason, with at least a sixty (60) day written notice provided by the highest authorized representative of the terminating party. In the event of termination by the Agency Partner, it shall be responsible for promptly settling any outstanding fees owed to NTFB for products received prior to termination.
51. If the Agency Partner violates any terms or conditions of the partnership, NTFB reserves the right to terminate the partnership. Alternatively, NTFB may suspend the Agency's active status and require the implementation of a corrective action plan, with full compliance necessary for reinstatement. The decision to terminate or suspend an Agency shall be made solely at the discretion of NTFB. Possible violations include, but are not limited to, paperwork discrepancies, procedural misconduct, civil rights violations, legal infractions, and exceeding limits or account arrearages.

As an agency representative of the agency listed above, I agree that the following documents have been reviewed with me by an 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.

**FAILURE TO COMPLY WITH ANY OF THE PROVISIONS ABOVE OR INCLUDED IN THE AGENCY PARTNER 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 Agency Partner: \_\_\_\_\_

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, 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/ad-3027.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](mailto:program.intake@usda.gov).

**This institution is an equal opportunity provider.**

