



MEMBER AGENCY AGREEMENT Responsibilities & Requirements



Member Agency Name

Date

Address

City

State

zip code

Phone #

e-mail address

The above named Member Agency agrees to comply with the following responsibilities & requirements

1. Agency must have a current 501 (c) (3) federal tax-exempt status as determined by the Internal Revenue Service. Agency must present letter from the IRS that contains their federal employer identification number (FEIN). If the organization falls under the governance of another organization, we must have a letter from the parent organization stating the name and address of the active program site. An organization that functions as an independent church must meet at least nine (9) of the fourteen (14) IRS characteristics as specified in the Church Qualifier form.
2. Agency will 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.
3. Agency will use the items only as they relate to the Agency's exempt purpose and solely for the feeding or assistance of needy individuals.
4. Agency will not require any individual to attend a religious or political meeting nor may the individual be required to make a statement of faith or pledge membership to any religious or political organization as a requirement for receiving food. No one may be refused food or other items for failure to make a monetary donation. If a food recipient wishes to make a donation, it must be truly voluntary. The appearance of such an activity is also prohibited. Elected officials and individuals running for office should not be present at the food pantry during food distributions. Staff/volunteers should not wear any type of political attire – t-shirts, caps- during food pantry food distribution.
5. Agency will not require a client to provide a social security card or any other documentation related to citizenship in order to receive food assistance. ID or proof of income is not required for TEFAP distribution. You can ask for proof of information but cannot require it
6. Agency will inform all recipients that it is prohibited to take food and nonfood items into Mexico and will remind them of this prohibition at the time of application renewal.
7. Agency will not use product for fundraising purposes, will not sell product, transfer it out of the service area or barter for money, other properties or services. Product will not be transferred to another organization. Product must be used and distributed at the approved distribution site.



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8. Agency will immediately notify the South Texas Food Bank in case of damage, spoilage, loss, or theft of product.
9. Agency will pay a share maintenance fee as determined by the Board of Directors of the South Texas Food Bank. The current share maintenance fee ranges from .03 -.19 cents per pound. An agency with unpaid fees may be denied additional food and other items until the fee is reconciled.
10. Agency will inform in writing of any changes in contact names, addresses, phone numbers and other relevant information.
11. Agency will attend the initial orientation meeting and any other meeting or training required by the STFB, Feeding America and USDA.
12. Agency will submit a monthly distribution report by the last day of the month or last Friday of the month if the last day of the month falls on a weekend. Member Agencies that do not submit the reports in a timely manner may be denied food and other items until the report is submitted.
13. Agency will submit food orders at least 48 hours in advance of pick up date or delivery and will do distribution on a regularly scheduled basis.
14. Agency will maintain a current **Food Handler's certificate** and will provide civil **rights training** once a year for all staff and volunteers directly involved with the recipients.
15. Agency will allow STFB staff to conduct a compliance review once per year. Agency must comply with all requests, either verbal or written, resulting from any visit. Non-compliance will result in the Agency's account being placed on administrative hold until all follow up is completed.
16. Agency will allow access of program records to the Texas Department of Agriculture, United States Department of Agriculture and Feeding America representatives at time of request. Access of program records could entail viewing, examining and copying.
17. Agency will complete a Household Assistance Application for each client to determine income eligibility as defined by the TEFAP guidelines of 185% of federal poverty levels. Application must be renewed once per year. Agency will also maintain a log with the client's signature for each food distribution.
18. Agency if making referrals to the Food Bank will make certain that client is eligible to receive food assistance and will maintain records accordingly.
19. **Agency will keep all records for a period of 36 months.**
20. Agency will maintain food storage facilities that comply with all local, state and federal laws regarding food preparation, storage, sanitation and safety, including dry, frozen, and/or refrigerated storage. Agency will keep thermometers in each refrigerator and freezer units used to store cooler or frozen products and maintain temperature logs of each unit.



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- 21. Agency will sign invoices when picking up at the food bank warehouse or when receiving a delivery. The order must be carefully inspected to verify that all items have been received and that they are in good condition. Missing or damaged product should be reported within 24 hours of receipt of order. **Insulated containers must be utilized to transport refrigerated/frozen products from the Food Bank warehouse.**
- 22. Agency will accept all items “as is” and may not return the items once taken from the STFB. Exceptions may be made on a case by case basis.
- 23. Agency will adhere to any additional donor stipulations
- 24. This agreement is valid for two years from the date of signature and will be presented for review during each compliance review meeting.

Liability Release

Member Agency hereby affirms:

- That all food received will be duly inspected by a qualified member of their staff to determine that it is suitable for use.
- That there have been no express warranties in relation to this gift of food
- That it releases the **original donor, Feeding America** and the **South Texas Food Bank** from any liability resulting from the condition of the donated food and further indemnify and hold the **South Texas Food Bank, Feeding America** and the **original donor** free and harmless against any and all liabilities, damages, losses, claims, causes of action arising out of or attributed to any action of said agency or any personnel employed by said agency in connection with its storage and use of the donated food.

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

Signature of Member Agency Official

Print Name

Elia Solís

Signature of South Texas Food Bank Official

Print Name

Date:



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In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the South Texas Food Bank, its Agencies, and employees 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.