



Agency Agreement

For good and valuable consideration from the Brazos Valley Food Bank ("BVFB"), the receipt and sufficiency of which are hereby acknowledged, the undersigned Agency (the "Agency") agrees as follows:

SECTION I. Agency Criteria

1. The Agency is a private, non-profit organization that has received a written determination letter from the Internal Revenue Service (IRS)* that it is:
 - A. An organization described in Section 501(c)(3) of the IRS Code of 1954;
 - or
 - B. An indisputable church that is considered tax exempt under Section 501(c) (3).

**The Agency will notify BVFB immediately of any changes in its tax-exempt status.*

2. The Agency serves a population in need (ill, elderly, children, victims of crisis, the indigent, etc.).
3. The Agency has a program that keeps regularly scheduled hours throughout the week or month or that is part of a telephone referral system that is accessible to the public.
4. The Agency has a governing Board of at least five (5) unrelated members who meet at least quarterly.

SECTION II. Individuals Served

1. The Agency has criteria describing who it will serve and apply those criteria to all individuals on a non-discriminatory basis. The rules for acceptance and participation in the Agency's program are the same for everyone without regard to race, color, citizenship, religious status, gender, sexual orientation, gender identity or expression, national origin, ancestry, age, marital status, disability, political affiliation, unfavorable discharge from the military or status as a protected veteran.
2. The Agency will not require any individual or household to join, attend meetings of, or pay dues to a specific organization as a condition for receiving food.
3. The Agency will not require any individual or household to attend a religious or political meeting, make a statement of faith, or pledge membership to any religious or political organization in exchange for product received.
4. The Agency will not sell or require any fee or charge in association with the distribution of product received from the BVFB.
5. If the Agency is a public food pantry, the Agency must visually display a sign(s) that list(s) the following:
 - Day and hours of food distribution
 - Income guidelines food recipients must meet to receive food
 - Geographic area served (city, county, zip code, etc)
6. If the Agency distributes product received from BVFB, the Agency:
 - Must have visually displayed Civil Rights signs in the food distribution area.
 - Cannot require the individual or household to prove identity.
 - Cannot require a client to provide a social security card or any other documentation related to citizenship in order to receive food from the Agency.
 - Cannot require a statement from the household of income from other sources.

- Must serve households with countable income that exceeds 185% of the federal poverty level, if the household proves an emergency food need, based on an unexpected, temporary and beyond the household's control emergency during the month or during the six consecutive months immediately prior.
 - Unexpected costs of a household crisis, include, but are not limited to necessary medical treatment of a household member; burial of a household member; the repair or replacement, because of household disaster (such as fire, flood, hurricanes, tornados, etc), of the household's home, home's contents or of the household's vehicle.

SECTION III. Use of BVFB Product

1. **The Agency understands that products received, acquired, obtained from BVFB always means food and non-food products**
 - **Delivered to the agency from the BVFB warehouse**
 - **Picked up at the BVFB distribution warehouse from the Agency**
 - **Collected from Grocery store Retail Pick-Up Programs**
 - **Donated at Food for Families Food Drives satellite drives**
 - **Obtained by the Agency because of a partnership initiative by BVFB**
 - **And hereinafter referred to as "BVFB PRODUCT"**
2. The Agency guarantees that BVFB PRODUCT will be used only for distribution to those in need that the Agency serves. The Agency understands that BVFB reserves the right to limit the quantity and type of BVFB PRODUCT received by any Agency or program.
3. The Agency will ensure that BVFB PRODUCT 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 HFB service area, or allowed to re-enter commercial channels.
4. The Agency will ensure that eligible clients are not refused food assistance for failure to make a donation, pay administrative fees or co-pays. 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).
5. The Agency agrees to adhere to additional stipulations specified by the donor.
6. The Agency is required to distribute BVFB PRODUCT monthly to anyone in need. Food distribution cannot be restricted by Agency internal policy. BVFB PRODUCT must be distributed fairly and equitably among those who qualify for product.
7. The Agency agrees to distribute the oldest BVFB PRODUCT first (First-In, First Out [FIFO]).
8. The Agency agrees not to give BVFB PRODUCT to another agency or individual for subdistribution without prior approval from BVFB.
9. The Agency agrees that BVFB PRODUCT is for those in need for BVFB approved and monitored Agency programs only.
10. BVFB PRODUCT received by the Agency will remain at all times subject to the restrictions set forth in this Agreement.

SECTION IV. Product Storage

1. The Agency will ensure the safe and proper handling of BVFB PRODUCT, which conforms to all local, state and federal regulations.
2. The Agency will take all BVFB PRODUCT directly to the storage site that BVFB has approved, and will not store BVFB PRODUCT at sites not previously inspected and approved by BVFB.
3. The Agency must not store or distribute BVFB PRODUCT from any property that also serves as a private residence.
4. Any change in the location of the Agency or storage site must be reported to BVFB in a timely fashion.

5. The Agency will inspect BVFB PRODUCT upon receipt and will not distribute unfit product. The Agency has the right to refuse any BVFB PRODUCT that it feels is inferior or undesirable in any way.
6. The Agency will contact BVFB to report any unfit BVFB PRODUCT.
7. The Agency will inspect BVFB PRODUCT upon receipt and ensure that what was ordered is what was received.
8. The Agency will notify BVFB immediately in case of damage, loss or theft of BVFB PRODUCT.
9. The Agency agrees that all pantries, food storage areas, refrigerators and freezers containing BVFB PRODUCT are to be kept locked and separated from all other Agency programs.
10. The Agency must have adequate, clean, dry storage for all BVFB PRODUCT at any one time.
 - a. BVFB PRODUCT must be:
 - i. Stored in a secure room that will prevent entry of bugs and rodents.
 - ii. Stored on non-porous surfaces (no bare wood, rusty metal or shelf-liner). Paint wood/metal with light-colored, oil-based enamel paint.
 - iii. Stored properly. Kept, whether in bags or boxes, off the floor. Storage on pallets or shelves with enough clearance from the floor and walls to allow for detection of pests and air circulation and two feet of clearance from the ceiling. No repackaging of BVFB PRODUCT is allowed.
 - iv. Stored safely. The Agency guarantees that non-food items are stored separately from food. Non-food items should not be stored above or mingled with food. Do not store near steam or heat.
 - v. Kept in a clean and orderly area. Refrigerators and freezers should be wiped down as soon as spills occur.
11. The Agency agrees to keep the temperature of the pantry at a level that maintains the integrity of the BVFB PRODUCT being stored there. Proper ventilation is important.
12. If the Agency receives perishable BVFB PRODUCT (produce, baked goods, frozen items, etc.), it guarantees that it has adequate cooler and freezer space to store, transport and deliver it safely. Perishable BVFB PRODUCT must be transported using coolers and/or freezer blankets.
13. The Agency agrees to store all perishable BVFB PRODUCT at safe temperatures
 - a. Average safe temperature for refrigerators is 34 to 40 degrees F
 - b. Average safe temperature for freezers is -15 and -0 degrees F
14. The Agency agrees to maintain temperature logs, documented every 48 hours. All refrigerators and freezers are required to have properly working thermometers.
15. The Agency must have and display its state licensed pesticide service certificate or service contract.
16. The Agency must have reasonable fire protection measures in place (i.e. fire extinguishers).
17. If the Agency distributes United States Department of Agriculture (USDA)/The Emergency Food Assistance Program (TEFAP) Commodities acquired from BVFB, the Agency:
 - Agrees to refrigerate all USDA/TEFAP grain products (flour, corn meal, rice, etc.) from May – September to deter contamination by pest invasion.
 - Agrees to store USDA/TEFAP Commodities in one area of the pantry, cooler and/or freezer and non-USDA/TEFAP Commodities in another part of the storage area or unit.

SECTION V. Required Paperwork

1. The Agency agrees to use the BVFB ordering system to request BVFB PRODUCT orders. The Agency understands that on-line orders must be submitted by midnight, 4 business days prior to desired delivery or pickup.
2. The Agency agrees to collect demographic and other information on every individual in the household served during each food distribution as reasonably requested by the BVFB.
3. If distributing USDA/TEFAP Commodities acquired from BVFB, the Agency must use the Household Application for USDA Donated Commodities, Form 1555 (attached) annually with its clients or an alternative form approved by BVFB. Alternative forms that integrate data necessary for all Agency programs cannot ask clients of their food pantry only for information beyond what is required by the USDA Donated Commodities, Form 1555.

- a. Agency agrees to always review USDA Donated Commodities Form 1555 or its BVFB approved alternative form when filled out by clients for completeness and signatures.
 - b. The Agency also ensures that individuals who do not meet the income guidelines will not receive USDA/TEFAP unless the household can demonstrate an emergency need. If USDA/TEFAP product is provided to an individual for an emergency related need, this must be documented.
4. The Agency agrees to complete and return Monthly Statistical Reports to BVFB no later than the 10th of each month via the online agency portal. Failure to comply may result in probationary status, which means temporary loss of food bank membership privileges
 5. The Agency agrees to supply copies of client sign-in sheets along with Monthly Statistical Reports, when requested.
 6. The Agency agrees to supply the following up to date documentation to the BVFB on an annual basis when requested:
 - a. IRS 501c3 letter
or
 - b. Letter on church letterhead, signed by the pastor, stating that the church is listed with the IRS, plus a letter from your denomination office stating church affiliation or a copy of your regional or local directory and a copy of the page on which your church name appears
 - c. Current Board of Director list
 - d. Minutes from last two Board of Director meetings
 - e. Eligibility guidelines for clients
 - f. Description of program, services provided and hours of operation (any major program changes must be reported to BVFB in a timely fashion)
 - g. Certification of Food Safety Training
 - h. Health inspection report issued through the city, county or state (if applicable)
 - i. Pest control agreement or proof of pest services
 - j. Current agency brochure
 - k. Written procedures for client complaints
 7. Upon request, the Agency agrees to share at least one client success (respecting client confidentiality) story that resulted from partnering with BVFB.

SECTION VI. Administrative Matters Pertaining to TEFAP/USDA Commodities

If Agency acquires TEFAP/USDA Commodities from BVFB:

- The Agency is considered a sub-recipient of these Commodities which are considered a Fiscal Year 2013 Federal Award from the United States Department of Agriculture (USDA) Emergency Food Assistance Program.
 - a. The Catalog of Federal Domestic Assistance (CFDA) number for this Federal Award is 10.596. The CFDA is a directory of the various Federal programs, projects, services and activities that offer financial and nonfinancial assistance and benefits the American public.
 - b. The Grantor Pass-Through Number is 0016101-042K9.
 - c. BVFB's Duns & Bradstreet number is 94-625-1089.
- The Agency agrees to allow BVFB and BVFB's auditors access to the records and financial statements they deem reasonably necessary for BVFB to comply with Circular A-133 (standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments, and non-profit organizations expending Federal awards)
- BVFB requires that the sub-recipient Agency keep paperwork and data on file for three years and 90 days from the date of receipt of the TEFAP/USDA Commodities from BVFB.

If sub-recipient Agency expends \$750,000 or more in federal awards during the sub-recipient's fiscal year, BVFB may request a review of the Agency's financial audit to ensure compliance with Circular A-133 for that fiscal year. If the audit uncovers findings, BVFB may request to issue management decisions on any of the sub-recipient Agency's audit findings. In these cases, the sub-recipient Agency agrees to allow BVFB access to information it deems necessary to ensure that the sub-recipient Agency is taking appropriate and timely action to make needed corrections for compliance.

SECTION VII. Monitoring

1. The Agency shall permit an annual pantry/kitchen and food storage monitoring visit from representatives of BVFB, including access to Agency files.

SECTION VIII. Fiscal Responsibilities

1. The Agency agrees to pay shared maintenance fees in a timely fashion (i.e. within 30 days of receipt). Delinquent reimbursement of shared maintenance contributions could be grounds for probation. Failure to comply may result in probationary status, which means temporary loss of food bank membership privileges.
2. The Agency guarantees that shared maintenance fees will not be paid with cash, money orders or personal checks.
3. The Agency guarantees that shared maintenance payment will be in the form of a check issued from the Agency that is acting as the Fiscal Agent (i.e. the Agency with 501c3 status). A credit card can only be used for payment if the credit card is issued in the name of the Agency.
4. The Fiscal Agent (i.e. the Agency with 501c3 status) is responsible for Agency payment if the Agency is delinquent in payment.

SECTION IX. Feeding/Meal Sites

1. If the Agency processes BVFB PRODUCT in some manner (such as serving prepared meals) its kitchens must be:
 - a. Clean;
 - b. Inspected by BVFB personnel before use;
 - c. Have adequate refrigerated and frozen storage;
 - d. Operating in a facility with personnel that meet or exceed the local Health Department regulations.
2. Agencies processing BVFB PRODUCT onsite must also provide the BVFB with the following documentation, as required by state or local regulations:
 - a. Menus
 - b. Food Handler Permits
 - c. Food Handler Certificates
 - d. Food Manager Certificates
 - e. Health Inspector Reports
 - f. Occupancy Permits
 - g. State license (residential facilities only)

SECTION X. Release of Liability

1. The Agency releases both the original donor of product, Feeding America, Houston Food Bank and BVFB from any liability resulting from the condition of the received BVFB PRODUCT and further agrees to indemnify and hold BVFB, Houston Food Bank, Feeding America and the original donor free and harmless against all and any liability, damage, losses, claims, causes of action and suits of law or in action of Agency in connection with its storage or use of the food received even if caused by the sole or concurrent negligence of BVFB.
2. The Agency affirms that the original donor of product, Feeding America, Houston Food Bank and BVFB offers no express warranties in relation to the product.

SECTION XI. Client Complaints

If the Agency is a public food pantry, the Agency agrees to develop written procedures for client complaints.

- These procedures must be shared with Agency volunteers and Board Members/trustees
- These procedures must be displayed in the food distribution area, and must include in writing names and contact information for who the complaint should be made to and how the complaint should be made. BVFB should not be the first point of contact for client complaints.

The BVFB reserves the right to place any Agency on probationary status (which means temporary loss of food bank membership privileges) if the BVFB receives more than one complaint from more than one client about the Agency's services. BVFB will investigate the matter with the Agency and if the complaint is without merit, probationary status will be lifted. If the complaint has merit, BVFB will make every attempt to work with the Agency to rectify the situation. When BVFB feels confident in the Agency's ability to prevent future complaints, probationary status will be lifted.

SECTION XII. Inactive Status

1. The Agency understands that failure to order product from BVFB within a nine (9) month period will result in Inactive Status. Inactive status can lead to termination, upon which the Agency loses all rights and privileges of food bank membership.

SECTION XIII. Agreement Termination

1. This Agreement may be terminated by either party upon written notice to the other party with or without cause at any time.
2. Recognize that this agreement is valid for one year from the date of signature. Last Fiscal Year's agreement will remain in effect until the new agreement has been signed or BVFB received written notification from partner agency of termination of partnership.

Agency Name

Signature of legal head of Agency/Pantry or Pastor



Date

Signature of BVFB Executive Director

3/10/2017
Date

The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities).