



**SAN ANTONIO FOOD BANK**  
5200 W Old Hwy 90  
SAN ANTONIO, TEXAS 78227  
(210) 337-3663  
www.safoodbank.org

Dear Prospective Partner,

Thank you for your interest in joining the distribution network of the San Antonio Food Bank. Our mission is “To fight hunger in Southwest Texas through food distribution, programs, education, and advocacy.” Our partners share in this mission to provide food programs to qualified populations.

In order to be eligible to partner with the San Antonio Food Bank the organization you are representing must meet the following criteria:

- Be designated as a 501 (c) 3 organization by the Internal Revenue Service
- Have a safe and secure location of storage and distribution that is not a private residence
- Have staff or volunteers dedicated to managing the operations of the food program as well as attend all necessary trainings of the application process and ongoing agency requirements

The membership application is attached to this letter. Please complete the application packet and submit with the items indicated below. Incomplete applications will not be processed until all necessary documentation has been submitted. Additional items may be required depending on the programs your organization wishes to participate in:

- Attendance at a **New Agency Orientation Class**, held each month at the San Antonio Food Bank.
- A **completed application**
- **501(c)(3)** designation letter from the IRS
- Photos of the storage area, distribution area and the client entrance
- Receipt of recent pest control service for your location. **This must be within the last 30 days**
- Following your approval (within 4 months after you have started picking up product) you will need to attend a **Grants Orientation Training and a Food Safety Training**.

**FOR MEALS PREPARED ONSITE:**

- A copy of the latest **Health Inspection, Food Handler’s License and Food Permit**

**FOR DAYCARE, SHELTER, GROUP HOME, OR RESIDENTIAL SERVICE:**

- Copy of the organization’s **license from TDFPS**

We look forward to working with you!

Megan Janzen Compliance & Capability Manager 210-431-8462 mjanzen@safoodbank.org	Roshunda Smith Compliance & Capability Coordinator 210-431-8339 rosmith@safoodbank.org
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# New Agency Application Process Checklist

STEP 1	STATUS
<b>Partner Agency Orientation and Food In, Food Out: How to Run Your Food Program Class</b>	COMPLETION DATE: _____

STEP 2		
<b>Application Materials</b>		
A. Agency Application	<b>RECEIVED</b>	<b>NEED</b>
B. Copy of 501 c 3 letter from the IRS w/ Letter of affiliation	<b>RECEIVED</b>	<b>NEED</b>
C. Photo of the Inside and Outside of your storage area	<b>RECEIVED</b>	<b>NEED</b>
D. Pest Control Documentation	<b>RECEIVED</b>	<b>NEED</b>
E. Food Handler's License (if you are preparing meals or have shelter/group home or foster care homes)	<b>RECEIVED</b>	<b>NEED</b>
F. Health Inspection (if you are preparing meals or have shelter/group home or foster care homes)	<b>RECEIVED</b>	<b>NEED</b>
G. Food Permit (if you are preparing meals or have shelter/group home or foster care homes)	<b>RECEIVED</b>	<b>NEED</b>
H. Foster Care/Group Home/Shelter License	<b>RECEIVED</b>	<b>NEED</b>
I. Page 18 of Guidebook	<b>RECEIVED</b>	<b>NEED</b>

STEP 4	
<b>Site Inspection</b>	
Inspection / Site Visit	DATE: _____
Approval or Recommendations for Improvements	FOLLOW-UP DATE: _____

STEP 5	
<b>Creation of Agency Account</b>	
Agency notified of Active account	
Advised how to contact SAFB to place order	
Agency turns in monthly report by 5 <sup>th</sup> of the month for every month SAFB product is distributed to clients	

COMPLIANCE STAFF COMPLETE		
<b>AGENCY ACCOUNT IS READY TO CREATE</b>	YES	NO
<b>AGENCY CARDS CREATED:</b>	DATE: _____	
<b>WELCOME EMAIL AND LETTER SENT TO AGENCY</b>	DATE: _____	
<b>NOTIFY APPROPRIATE SAFB STAFF OF NEW AGENCY</b>	DATE: _____	
<b>NOTIFY UNITED WAY if agency is open pantry</b>	DATE: _____	

Agency Name: \_\_\_\_\_

Date of Application: \_\_\_\_\_



# San Antonio Food Bank Agency Application

Agency Account Number:	Program Account Number (if applicable):	Agency Initial Effective Date:
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*Please fill out Agency Application completely prior to submitting, leaving no blanks. If something is not applicable, please indicate so by marking it with an "N/A". The application must be signed by the APPLICANT Executive Director in order to be valid. Please read all agreement stipulations prior to signing as you will be held accountable for all content in this application as well as all content in the Agency Guidebook.*

	<b>Initial Application</b>
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	<b>Subsequent Application</b>
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## General Information

<b>Official Agency Name</b> Holder of 501 c 3 (this will be the name on the account)		<b>Pantry / Program Name</b>	
<b>Agency's Executive Director</b>		<b>Program Contact</b> (this will be the person we contact for anything related to your account)	
<b>Billing Address</b> (will be address that all documents are mailed to)		<b>City, State, Zip</b>	
<b>Physical Address</b> (if different from above)		<b>City, State, Zip</b>	
<b>Phone Number</b> (this is number that will be given to clients)		<b>Alternate Phone Number</b> (contact's mobile preferred)	
<b>Fax Number</b>		<b>Agency / Program Website</b>	
<b>Contact's Email</b> (please note you must have email account)		<b>Alternate Email</b>	

## Agency Profile

### Agency Mission Statement (REQUIRED):


**Indicate Service Area / Population (REQUIRED):** *If you have a specified service region or population, please indicate so here and attach a map of the area. Please note that ALL referrals made by the SAFB must be served on a one time basis, regardless of whether they fall into the agency's designated services area. \*\*Please note that client eligibility must be determined based on the completion of an SAFB Intake Form and clients may not be required to show proof of any documents in order to qualify. Verbal declaration is sufficient for a client to receive services at any SAFB agency.*




Agency Name: \_\_\_\_\_

Date of Application: \_\_\_\_\_

**REQUIRED:**

City Council District (if applicable)	Texas House of Representative District	U.S. House of Representative District
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**What is your annual budget to fund your food program?** *(Please note certain product has shared maintenance fees attached)*

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**Sources of funding:** *please check all that apply*

<input type="checkbox"/>	United Way	<input type="checkbox"/>	Donations from Individuals
<input type="checkbox"/>	COSA	<input type="checkbox"/>	Donations from Corporations
<input type="checkbox"/>	Grants	<input type="checkbox"/>	Fundraisers
<input type="checkbox"/>	Special Events	<input type="checkbox"/>	Foundations
<input type="checkbox"/>	Federal Contracts	<input type="checkbox"/>	Municipal Contracts
<input type="checkbox"/>	County Contracts	<input type="checkbox"/>	Federal, State, Local, Private Agencies (specify)
<input type="checkbox"/>	Other:	<input type="checkbox"/>	Other:

**Service(s) provided to the needy public:** *please check all that apply*

<input type="checkbox"/>	Food Assistance	<input type="checkbox"/>	Clothing
<input type="checkbox"/>	Kid's Cafe	<input type="checkbox"/>	Rent / Utility Assistance
<input type="checkbox"/>	Project HOPE /CSFP/ Senior Farmer's Market	<input type="checkbox"/>	Transportation
<input type="checkbox"/>	Retail Route Participant	<input type="checkbox"/>	Temporary Shelter
<input type="checkbox"/>	DaisyCares	<input type="checkbox"/>	Long Term Shelter
<input type="checkbox"/>	Application/Referral Assistance for Federal Benefits	<input type="checkbox"/>	Foster Care Agency
<input type="checkbox"/>	Nutrition, Health & Wellness Classes	<input type="checkbox"/>	Prescription Assistance
<input type="checkbox"/>	Community Garden	<input type="checkbox"/>	Medical Assistance
<input type="checkbox"/>	Other:	<input type="checkbox"/>	Other:

**San Antonio Food Bank Program Type:** *The SAFB reserves the right to refuse service to any organization that does not meet the minimum requirements of the SAFB, does not correlate with its mission statement, or does not abide by the SAFB's policies and procedures as listed in this guidebook.*

<input type="checkbox"/>	<b>FOOD PANTRY</b> <i>Please sign attached Agreements A, B &amp; G</i>	<input type="checkbox"/>	<b>MOBILE PANTRY</b> <i>Please sign attached Agreements A, B, C &amp; G</i>
<input type="checkbox"/>	<b>SOUP KITCHEN</b> <i>Please sign attached Agreements A, B &amp; G</i>	<input type="checkbox"/>	<b>SCHOOL MOBILE PANTRY</b> <i>Please sign attached Agreements A, B, C &amp; G</i>
<input type="checkbox"/>	<b>SHELTER</b> <i>Please sign attached Agreements A, B, E &amp; G</i>	<input type="checkbox"/>	<b>FOOD FAIR SITE</b> <i>Please sign attached Agreements A, B, D &amp; G</i>
<input type="checkbox"/>	<b>SENIOR CENTER</b> <i>Please sign attached Agreements A, B &amp; G</i>	<input type="checkbox"/>	<b>SCHOOL FOOD FAIR SITE</b> <i>Please sign attached Agreements A, B, D &amp; G</i>
<input type="checkbox"/>	<b>AFTERSCHOOL PROGRAM</b> <i>Please sign attached Agreements A, B &amp; G</i>	<input type="checkbox"/>	<b>DISASTER RELIEF</b> <i>Please sign attached Agreements A, B &amp; G</i>
<input type="checkbox"/>	<b>DAYCARE</b> <i>Please sign attached Agreements A, B, E &amp; G</i>	<input type="checkbox"/>	<b>ANIMAL &amp; WILDLIFE PANTRY</b> <i>Please sign attached Agreements A, B, F &amp; G</i>
<input type="checkbox"/>	<b>GROUP HOME/ RESIDENTIAL PROGRAM</b> <i>Please sign attached Agreements A, B, E &amp; G</i>	<input type="checkbox"/>	<b>SEASONAL PARTNER</b> <i>Please sign attached Agreements A, B &amp; G</i>
<input type="checkbox"/>	<b>NON-FOOD PANTRY</b> <i>Please sign attached Agreements A, B &amp; G</i>	<input type="checkbox"/>	<b>OTHER: (SPECIFY)</b> <i>Please sign instructed agreements</i>

# AGENCY / SAFB AGREEMENT

*By initialing next to each agreement you are indicating that you have read and will abide by this document and all other policies and procedures of the San Antonio Food Bank. Please note that you will be held accountable for the content of this document and all other documents relevant to the proper distribution of food product through your charitable food program.*

## Agreement A:

The San Antonio Food Bank Will:

Agency /Church Director Initials: \_\_\_\_\_

1. Actively seek and develop surplus food resources and store this surplus in a central warehouse for distribution to qualified agencies.
2. Remain neutral in regards to a Church or Agency's internal matters that do not pertain to the use/distribution of San Antonio Food Bank food or products.
3. Provide assistance to your agency in regards to proper training for operating your charitable food program, accessing our warehouse, determining client eligibility and completing all necessary reporting requirements.
4. Have an "open-door" policy in regards to helping your agency, staff, and volunteers when they have questions, concerns, or ideas for improvement. Appointments are recommended for face to face meetings with SAFB staff.
5. Provide a regular "shopping list" report regarding the status and availability of inventory.
6. Notify the agency by telephone and/ or in writing if the agency's status with the food bank as far as membership, criteria, or financial agreements are changed or altered.
7. Enforce the stipulations of this agreement, the policy and procedures listed in the Agency Guidebook, and the requirements imposed by the Texas Department of Agriculture, the USDA, and Feeding America in regards to the use and distribution of food and assistance.

## Agreement B:

Applicant Partner Will:

## All San Antonio Food Bank Agencies

Agency /Church Director Initials: \_\_\_\_\_

1. Agree to adhere to additional donor stipulations and understand that all items are accepted in "as is" condition.
2. Be a **designated 501(c) 3**, non-profit organization by the IRS, or sponsored by a 501(c) 3 umbrella organization. An agency that is a church program or directly sponsored by a church may use the non-profit designation of the parent affiliation of that church, or of a partner church if all agreements are made in writing and signed by a qualified officer of the umbrella organization. An agency must provide SAFB Compliance and Capability staff with the necessary proof of their 501 (c) 3 status in order to be eligible to partner. An agency must inform the San Antonio Food Bank of any change in 501(c) 3 status or sponsorship or face immediate, permanent suspension. **Member Agency Guidebook Policy 1.0**
3. Read the **Member Agency Guidebook** and adhere to the minimum standards required of all San Antonio Food Bank Agencies.
4. **Clearly post hours of operation, Pantry Bill of Rights, Client Bill of Rights and rules for its programs** so that clients seeking assistance can be made aware of service policies as well as the hours of operation for assistance. **Member Agency Guidebook Policy 2.30**
5. **Meet safe food storage and handling requirements**, as explained in the Member Agency Guidebook and as required by Federal, State and Local regulators. The church or agency must pass periodic inspections by Food Bank and /or the Health Department and make any recommended changes as a result of these inspections. **Member Agency Guidebook Policy 2.0 through 2.12**
6. **Agree not to accept client donations or any type of payment in exchange for food or products.** A church or agency may not receive money, property, or services in exchange for food assistance or product assistance. **This includes the use of product to service volunteers.** Volunteers may be serviced once on an emergency basis with approval from executive director/pastor and the SAFB Compliance & Capability Manager and then must be referred to another pantry for services if they continue to be needed or refrain from assisting as a volunteer. To accept payment, donation and volunteer service from clients is in direct violation of the IRS Code, Section 170.
7. **Food received by the agency must only be used for distribution to eligible low income families or families deemed to be in an emergency situation that is directly affecting their food security.** **Member Agency Guidebook Policy 4.4**
8. **The U.S Department of Agriculture, Feeding America, Texas Department of Agriculture and San Antonio Food Bank prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, citizenship, ancestry, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, unfavorable discharge from the military or status as a protected veteran; 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.** **Member Agency Guidebook Policy 3.6 & 3.11**
9. Not limit food aid to members of their congregation OR give members preferential treatment. **A Church/Agency must serve all clients upon referral and then refer to SAFB or another food bank in the clients area so as to not leave any clients needs unmet.** **Member Agency Guidebook Policy 2.35**
10. **Not ask clients to attend meetings or services, discuss their faith, politics, or personal beliefs as a requirement for receiving food, and require a client to participate in prayer, sign political or religious declarations or pledges of membership, or discuss their personal lives in order to receive assistance.** **Religious services, meetings, and political activities should be held at a different time or place from food distribution.** **Member Agency Guidebook Policy 3.9 & 3.10**

Agency Name: \_\_\_\_\_

Date of Application: \_\_\_\_\_

11. Share in the operation of the San Antonio Food Bank by accessing product at an inventory list fee. Fees are established by Feeding America and approved by the Board of Directors of the San Antonio Food Bank. There are three categories of product fees described in this agreement.
  - a. The first of these are “**shared maintenance**” costs directly associated with making food and products available to qualified 501(c)(3) organizations. This is not payment for food, rather a fee to assist in expenses of transporting and storing this product.
  - b. Other available items might include **purchased product** or **food endowment product**, which indicate that the items are not donations to the SAFB, but rather procured at an additional wholesale expense by the Food Bank. These items are intended to be highly desire items and the goal of the SAFB is to have them on hand for agencies even when donated stock has run out.
  - c. The final category is **free items** available to agencies and designated for immediate use by agencies and churches for distribution.
12. **Maintain good credit with the San Antonio Food Bank by paying all outstanding charges within 30 days of the invoice date. The first month’s expenditures must be deposited PRIOR to the first pick up day for all new agencies. A credit limit will be assigned to each agency/church account and payments are due every month for the previous month’s expenditures unless other written arrangements are made prior to pick up days. Failure to pay fees may result in an interruption of services, initiation of a payment plan, and / or a termination of this agreement by Agency Relations Department of the San Antonio Food Bank. *Member Agency Guidebook Policy 6.0***
13. Ensure that volunteers/agency staff brings their issued **Agency ID Card** for all Food Bank transactions. **Agencies will be held responsible for any product picked up under the account number provided on the ID card.** Cards that are lost or stolen may be replaced and a replacement fee will be charged to the agency account. **Agencies arriving without their card will not be allowed to pick up product and will have to reschedule their pick up day. New cards must be requested from the Compliance & Capability Department in writing on agency letterhead and are not guaranteed to be issued on the same day of the request. *Member Agency Guidebook Policy 8.3***
14. Inform the San Antonio Food Bank of any changes pertaining to their agency, services, or staff. **New staff or volunteers must attend the New Agency Training sessions before working with clients or accessing food from the warehouse.** All changes must be submitted on an **Agency Information Change Form** so that the SAFB database can be updated in a timely fashion. Failure to communicate changes and train new staff may result in an interruption of services until all SAFB requirements have been met. *Member Agency Guidebook Policy 2.21*
15. **Maintain and provide all required documentation including intake and qualification documentation and monthly reports.** Monthly Reports are due the 5<sup>th</sup> of the month for the previous month’s services. **Churches and agencies are expected to keep all San Antonio Food Bank Warehouse Invoices, client records, applicable licenses, and pest control records on file for a minimum of three years. All documents must be accessible to SAFB staff, Feeding America staff, USDA staff and the staff of other governing parties. *Monthly Agency Guidebook Policy 7.0 through 7.5***
16. **Send a minimum of one representative to all mandatory training and conference opportunities that should arise throughout the year.** Failure to participate in conference and training will result in a suspension of services until all training requirements have been met, unless prior arrangements have been made with the Compliance & Capability Department to meet training requirements. *Member Agency Guidebook Policy 2.22 & 2.23*
17. Understand that product acquired by the San Antonio Food Bank, outside of purchased and endowment product is likely to be short dated and/or expired. Agencies and clients are encouraged to use good judgment and common sense in distributing and consuming product. The SAFB also offers helpful information on product expiration dates (beyond those indicated on containers and packages).
18. **Maintain regular communication with the SAFB via email, telephone, fax or any means of correspondence. The agency must be responsive to all referrals made for food assistance as well as any attempts of contact initiated by the SAFB. Failure to maintain communication may result in suspension of the account until communication is established again. *Member Agency Guidebook Policy 2.33 & 2.34***
19. **Agrees to refer any clients potentially eligible for other services of the SAFB to the food bank.** Programs include, but are not exclusive to, SNAP (Food Stamps), nutrition education, WIC, TANF, Medicaid, CHIP, Women’s Health Insurance and other programs.
20. **Be cooperative with SAFB , Feeding America, TDA and USDA staff with regards to site visits, inspections, audits and investigations. Failure to comply will be documented and may result in a suspension / termination of services.**
21. **The Church or Agency agrees to behave in an ethical manner in regards to serving the public, working with Food Bank staff, and managing its staff and volunteers. A church or agency is only as good and honest as the individuals who represent it.**

## Agreement C:

### Mobile Pantry Distribution Site (Including School Programs)

Applicant Partner will:

Agency / Church Director’s Initials: \_\_\_\_\_

1. Enroll and complete all requirements for the Mobile Pantry Distribution Program.
2. Agree to service any and all eligible individuals in their county and/or service area (may receive referrals from the SAFB) for mobile pantry distributions.
3. Use the SAFB Mobile Pantry Voucher form or utilize the SAFB intake form to pre-qualify all clients for the distribution.

Agency Name: \_\_\_\_\_

Date of Application: \_\_\_\_\_

4. Will provide the San Antonio Food Bank with all vouchers and/or sign-in sheets upon completion of the distribution for the connection of the client to social services they are eligible for.
5. Will report to the San Antonio Food Bank the numbers for all individuals served including a breakdown of all ages served, total households and total number in all household.
6. Will provide a space large enough to accommodate approximately 100-200 families walking up to the Mobile Pantry in an orderly distribution line as well as space to accommodate approximately 8-10 pallets of product.
7. Will provide a volunteer group to distribute product on the Mobile Pantry distribution day. Group should consist of 10-20 individuals.
8. Mobile Pantry Sites will follow all monitoring, documentation, and reporting requirements as other agencies. *Member Agency Guidebook Policy 2.36*
9. The approved partner agency hosting the mobile pantry is responsible for ALL mobile pantry charges incurred. Agencies wishing to collaborate with a non-SAFB partner must disclose the collaboration to the SAFB Mobile Pantry Coordinator or Distribution Manager for approval.
10. Agencies cannot use the mobile pantry as a tool for financial development. The Mobile Pantry Program is the property of the San Antonio Food Bank and Feeding America and cannot be resold, traded or bartered for any donations or monetary gain not specifically approved by SAFB Executive Staff.

## Agreement D:

### Food Fair Distribution Site (Including School Programs)

#### Applicant Partner will:

Agency / Church Director's Initials: \_\_\_\_\_

1. Enroll and complete all requirements for the Food Fair Distribution Program.
2. Service any and all eligible individuals in their county and/or service area (may receive referrals from the SAFB) for food fair distributions.
3. Use the SAFB Food Fair Voucher form to pre-qualify all clients for the distribution.
4. Will provide the San Antonio Food Bank with all vouchers upon completion of the distribution for the connection of the client to social services they are eligible for.
5. Will provide a space large enough to accommodate approximately 350 -500 vehicles in an orderly distribution line as well as space to accommodate approximately 20 pallets of product.
6. Will provide a volunteer group to distribute product on the food fair distribution day. Group should consist of 10-20 individuals.
7. Food Fair Sites will follow all monitoring, documentation, and reporting requirements as other agencies, but will be exempt of the billing requirement as all product distributed through food fairs is subsidized by the San Antonio Food Bank. *Member Agency Guidebook Policy 2.36*
8. Will report to the San Antonio Food Bank the numbers for all individuals served including a breakdown of all ages served, total households and total number in all household.
9. Agencies wishing to collaborate with a non-SAFB partner to host the Food Fair must disclose the collaboration to the SAFB Mobile Pantry Coordinator or Distribution Manager for approval.
10. Agencies cannot use the food fairs as a tool for financial development. The Food Fair Program is the property of the San Antonio Food Bank and cannot be resold, traded or bartered for any donations, monetary gain not specifically approved by SAFB Executive Staff.

## Agreement E:

### Shelters, Daycares, Group Homes, Residential Services

#### Applicant Partner will:

Agency / Church Director's Initials: \_\_\_\_\_

1. The San Antonio Food Bank will only partner with regulated facilities licensed by the Texas Department of Regulatory and Family Services to provide approved childcare, residential or shelter programs. All facilities must also have their 501 (c) 3 status.
2. The agency must demonstrate that they are serving a needy population. For non-profit child daycares, this means proving a 51% CCDS enrollment of children served. Adult daycare facilities must be able to prove that at least 51% of enrolled adults meet the criteria to access food assistance. All other facilities must demonstrate they are serving an at risk population.
3. Proof of facilities license must be provided annually to the San Antonio Food Bank to ensure ongoing partnership eligibility.
4. All facilities must also provide proof of health inspection, state inspection, applicable food handler's licensing, food establishment permit and certificate of occupancy for their program.

## Agreement F:

### Animal and Wildlife Pantries

#### Applicant Partner will:

Agency / Church Director's Initials: \_\_\_\_\_

1. Qualify as an Animal and Wildlife Pantry based on their service to only the animal population and the families that own them.
2. Animal and Wildlife Food Pantries follow all monitoring, documentation, reporting, ordering and billing requirements as other agencies, but will be exempt of the requirement of serving the general community and will not receive referrals from the San Antonio Food Bank unless

Agency Name: \_\_\_\_\_

Date of Application: \_\_\_\_\_

they are for the purposes of providing a low income family with pet food so they can maintain the pet in their home rather than surrendering to a pet rescue organization. *Member Agency Guidebook Policy 2.36*

## Agreement G:

Agency / Church Director's Initials: \_\_\_\_\_

I have read and I understand that I am responsible for all information in the SAFB Member Agency Guidebook as well as the information presented in this agreement.

I certify that this Church or Agency, and the individuals that represent this Church or Agency will adhere to all Member Agency Guidebook Policies and they will behave in an ethical, non-discriminatory manner, and will not sell, barter, hoard, or otherwise misuse Food or Products procured from the San Antonio Food Bank. Food and Products obtained from the Food Bank may **ONLY** be used to serve the Ill, the Needy, Children, and other At-Risk populations.

*Whether at law or in equity, arising out of or based upon the negligence or any act, whether independent or concurrent, of the agency, its employees, agents, volunteers, or independent contractors in connection with the storage, maintenance, transportation, use or distribution of any food or product whether received from the San Antonio Food Bank or other sources, the Church or Agency releases the original donor, Feeding America, and the San Antonio Food Bank and agrees to hold them harmless and indemnify them against liability, loss, damage or claim of any kind. The San Antonio Food Bank, Inc., Feeding America and the original donor expressly disclaim any warranties, express or implied, of the marketing of fitness of any donated product for a particular use. The San Antonio Food Bank, Inc., Feeding America and the original donor offer no express warranties in relation to the gift of goods.*

**Applicant Agency or Church**

**San Antonio Food Bank**

\_\_\_\_\_  
**Executive Director / Pastor Signature**

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

*Must be signed by Executive Director of Agency / Church*

\_\_\_\_\_  
**Genevieve Noriega**  
**Director of Partner Services**  
**San Antonio Food Bank**

**Sponsoring 501 C 3**  
**(if applicable) See Attachment A**

\_\_\_\_\_  
**Executive Director Signature**

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

*Must be signed by Executive Director of Sponsoring Agency*

# Attachment A

## 501(c) 3 Sponsor Agreement

**A 501(c) 3 charitable organization or equivalent may designate a non-501(c) 3 group as an agent to distribute San Antonio Food Bank products to qualified families and individual on its behalf. In such instances, the 501(c) 3 organization acts as a “sponsor” and must meet the following conditions:**

1. Sponsor has an active 501(c) 3 status with the Internal Revenue Service.
2. Sponsor can provide updated proof of status for SAFB record keeping.
3. Sponsor will provide non-501 (c) 3 agency letter of affiliation that will indicate they are sponsoring their program.
4. Sponsor will provide staff person to attend *ALL* required New Agency Training Sessions with non-501 (c) 3 agency staff or volunteers.
5. Sponsor is responsible for the programmatic integrity of the non-501(c) 3 agency.
6. Sponsor is legally responsible for the product handling/distribution activities of the non-501(c) 3 agency.
7. All money received and disbursed in connection with the San Antonio Food Bank will go through the fiscal books of the 501(c) 3 sponsoring organization. Sponsor agrees to require documentation demonstrating appropriate use of funds.
8. The agency being sponsored must exist to provide charitable services to qualified populations.
9. Sponsor agrees to sign and enforce all provisions of the SAFB Member Agency Guidebook, SAFB Agency Application, Feeding America Guidelines, Texas Department of Agriculture regulations and any amendments signed by the non-501(c) 3 organization.
10. Sponsoring 501(c) 3 charitable organization verifies that the non-501(c) 3 sponsored agency programming meets the agency requirements as stated in the SAFB Member Guidebook and SAFB Agency Application and any subsequent amendments and as required in Section 170(e) 3 of the Internal Revenue Code based on the knowledge of the sponsoring agency, as opposed to that of the agency being sponsored.

*The undersigned certifies that she/he has read and does agree to the conditions and responsibilities contained in this agreement and is authorized to sign this agreement.*

*TO BE COMPLETED BY SPONSORING AGENCY*

<b>Agency Name</b>	<b>Trained Agency Representative: (REQUIRED)</b>	<b>Signature:</b>	<b>Date:</b>
<b>Contact Phone Number:</b>	<b>Agency Executive Director or Board Chair:</b>	<b>Signature:</b>	<b>Date:</b>

*TO BE COMPLETED BY AGENCY BEING SPONSORED*

<b>Agency Name</b>	<b>Trained Agency Representative: (REQUIRED)</b>	<b>Signature:</b>	<b>Date:</b>
<b>Contact Phone Number:</b>	<b>Agency Executive Director or Board Chair:</b>	<b>Signature:</b>	<b>Date:</b>

The Emergency Food Assistance Program  
**Agreement Between Contracting Entity and Site**

A **contracting entity** (CE) is an organization that contracts with Texas Department of Agriculture (TDA) to receive, store, handle, and deliver United States Department of Agriculture (USDA) Foods. A **site** is a place at which an emergency feeding organization certifies applicant eligibility and/or distributes USDA Foods packages or meals to needy persons.

Name of CE	Email Address of CE
San Antonio Food Bank	agency@safoodbank.org
Address of CE (Street, City, State, ZIP)	Area Code and Telephone Number
5200 Enrique Barrera Parkway, San Antonio, Texas 78227	210-337-3663
Mailing Address (if different)	Fax Area Code and Telephone Number

Name of Site	Email Address of Site
Address of Site (Street, City, State, ZIP)	Area Code and Telephone Number
Mailing Address (if different)	Fax Area Code and Telephone Number

**Agreement**

This Agreement specifies the rights and responsibilities of the above named CE and Site as a participant in The Emergency Food Assistance Program (TEFAP). By signing this Agreement, both parties are bound by its terms and conditions, unless terminated with 30 days' written notice by either party. This Agreement may be terminated for cause by either party, by mutual consent of both parties, or solely by the site without cause or mutual consent.

**Rights and Responsibilities of the Contracting Entity**

The CE agrees to fulfill the following responsibilities:

1. Comply with all guidance issued by TDA and USDA
2. Train the site in the handling and use of USDA Foods; eligibility criteria; client rights (including civil rights requirements); complaint and administrative review procedures; the processing of applications or requests for meals; and procedures for food safety and food recalls
3. Offer training sessions and technical assistance at a time and place that is convenient to the site
4. Provide TEFAP record-keeping forms to the site without charge
5. Ensure that all USDA Foods are distributed to participants without regard to race, color, national origin, sex, age, or disability
6. Compile data, maintain records, and submit reports as required to permit effective enforcement of nondiscrimination laws, regulations, policies, instructions, and guidelines; and collect such records from sites as applicable.
7. Collect, from the site, records that show the data and method used to determine the number of households or individuals served
8. Ensure that sites protect applicants' information stored on information technology systems
9. Avoid charging the site any fees for the administration of TEFAP, except for warehouse operation fees (including, but not limited to, shared maintenance fees and delivery fees)
10. Ensure that all USDA Food packages or meals comply with TEFAP requirements
11. Monitor the site's distribution of USDA Foods according to TEFAP requirements and do so during the site's normal hours of operation
12. Notify the site of its right to appeal any adverse action, in accordance with TEFAP requirements
13. Obtain the signature of the site's representative showing the receipt of USDA Foods, and maintain the receipts, as well as other program records, for three years from the close of the fiscal year to which they pertain, or until claims actions, audits, or investigations are resolved. Records include, but are not limited to, the following: 1) this agreement and 2) documentation of the receipt, inventory, and disposal of USDA Foods.
14. Ensure that the site does not require, solicit, or accept payment from applicants or participants in money, materials, or services for USDA Foods packages or meals
15. Ensure that the site makes clear that participants are not required to cooperate with activities unrelated to the distribution of USDA Foods. Activities include the following: contribute money, sign petitions, or converse with a person conducting such activity; belong to, attend meetings of, or pay dues to any organization; attend or participate in religious activities.
16. Ensure that unrelated activities do not disrupt the distribution of USDA Foods
17. Otherwise comply with all state and federal regulations as applicable to TEFAP.

**Rights and Responsibilities of the Site**

**The Site agrees to fulfill the following responsibilities:**

1. Comply with all guidance issued by TDA and USDA
2. Comply with all requirements for receiving, handling, transporting, storing, and preparing USDA Foods, including procedures for food safety and food recalls
3. Distribute the appropriate USDA Foods package to a TEFAP participant based on his or her eligibility and in compliance with TEFAP requirements
4. Ensure that all USDA Foods are distributed to participants without regard to race, color, national origin, sex, age, or disability
5. Compile data, maintain records, and submit reports as required to permit effective enforcement of nondiscrimination laws, regulations, policies, instructions, and guidelines
6. Collect records that show certain information, including, but not limited to, the data and method used to determine the number of households or meals served; and provide the data to the CE upon request
7. Determine the eligibility of applicants who apply for USDA Foods packages in compliance with TEFAP requirements
8. Maintain the confidentiality and security of household information, including applicants' information stored on information technology systems
9. Notify TEFAP applicants and participants of their right to appeal an adverse action, in accordance with TEFAP requirements
10. Make clear that participants are not required to cooperate with activities unrelated to the distribution of USDA Foods. Activities include the following: contribute money, sign petitions, or converse with a person conducting such activity; belong to, attend meetings of, or pay dues to any organization; attend or participate in religious activities.
11. Ensure that unrelated activities do not disrupt the distribution of USDA Foods
12. Allow representatives of the CE, TDA, and the USDA to review site operations and records
13. Sign for receipt of USDA Foods, and keep the receipts, as well as other program records, for three years from the close of the fiscal year to which they pertain; or until claims actions, audits, or investigations are resolved. Records include, but are not limited to, the following: 1) this agreement and 2) documentation of the receipt, inventory, and disposal of USDA Foods.
14. Attend training sessions required by TDA or the CE.
15. Do not require, solicit, or accept payment from applicants or participants in money, materials, or services for USDA Foods packages or meals
16. Report fraud to the CE immediately
17. Do not sell USDA Foods
18. Obtain prior approval from the CE before transferring USDA Foods to any other entity
19. Help applicant households, when necessary, complete applications
20. Display prominently, for applicant and participant viewing, USDA's "...And Justice For All" poster

**Certification**

We, the undersigned, do hereby make and enter into this Agreement. By so doing, we certify that the information contained in this document is true and correct to the best of our knowledge and is provided for the purpose of obtaining federal assistance. We do mutually agree to operate TEFAP in compliance with federal civil rights laws and to implement nondiscrimination regulations. We do mutually agree to comply with The Emergency Food Assistance Program (7 CFR Part 251, as amended); Donation of Foods for Use in the United States, Its Territories and Possessions and Areas under Its Jurisdiction (7 CFR Part 250, as amended); Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200); and state policies and procedures as issued and amended by TDA. We understand that the deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

Name of Site Official (type or print)		
Title of Site Official	_____ Signature of Site Official	_____ Date
Name of CE Representative (type or print)	Eric Cooper	
Title of CE Representative	 _____ Signature of CE Representative	11/25/17 _____ Date
President & CEO		