



MEMBER AGENCY AGREEMENT

Member Agency Name

Date

Mailing Address

City

State

Zip

Agency Number

Phone Number

The above named Member Agency agrees to comply with the following requirements of the North Texas Food Bank. The Member Agency must:

1. Have a current 501(c) 3 federal tax-exempt status as determined and documented by the Internal Revenue Service. If your 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. In some cases, we will accept a current listing of participating organizations in place of the letter.
2. Agree not to require a client to provide a social security card or any other documentation related to identity or citizenship in order to receive food from your Agency.
3. Agree that no product received from the North Texas Food Bank will be sold, offered for sale, transferred out of our service area, or bartered for money, other properties or services. If a food recipient wishes to make a donation, donations must be anonymous and truly voluntary. No one may be refused food or other items for failure to make a donation.
4. NTFB product may not be transferred to another organization. Product obtained by a Member Agency must be used at the approved distribution site. An NTFB staff member must first approve a new distribution site that will be providing North Texas Food Bank product through a meal, snack service or pantry distribution. The Member Agency must agree to immediately contact the North Texas Food Bank in case of damage, loss, or theft of product.
5. The Member Agency agrees to pay a shared maintenance fee as determined by the Board of Directors of the North Texas Food Bank and is subject to change. Member Agency organizations with an unpaid shared maintenance fee may be denied additional food and other items until the fee is reconciled.
6. Attend the initial orientation meeting and any other meeting or training required by the North Texas Food Bank and Feeding America; which includes the Member Agency Conference (MAC).
7. Inform the North Texas Food Bank of any changes in contact names, addresses, phone numbers or services provided and other relevant information by using our online update tool at www.ntfb.org.
8. Submit food orders using the online shopping system and submit monthly reports using our online monthly reporting system which can be accessed at www.ntfb.org.
9. Submit a monthly report to the North Texas Food Bank within five (5) calendar days after the end of each month. Member Agency organizations, which do not submit the reports in a timely manner, may be denied food and other items until the report is submitted. To maintain active status, a monthly report must

be submitted regardless if product has been received from the North Texas Food Bank or the agency has provided food during that month.

10. Agree to be available for Capacity Building Reviews every 1 to 2 years during regular business hours by an authorized representative of the North Texas Food Bank and to comply with all requests, either verbal or written, resulting from any visit. Non-compliance will result in the agencies account being placed on administrative hold until all follow up is complete.

11. Agree to pay restocking fees on all orders that are not cancelled prior to processing and abide by all donor or other restrictions placed on any product received from the North Texas Food Bank.

12. Show a Member Agency identification card provided by the North Texas Food Bank to the representative working in the Agency Services room or delivering product on a truck when receiving any food or non-food products from the Food Bank.

13. Accept all food and other items received from or through the North Texas Food Bank "as is" and may not return the items once taken from the North Texas Food Bank. Exceptions include shared maintenance fee product not received on deliveries or is found to be unusable. In those instances the Agency will receive a credit to their account.

14. Agree to sign invoices prior to leaving the North Texas Food Bank or before departing from the delivery location to ensure that all items have been received. Also agree to have a second person at the agency inspect the order and sign the invoice, verifying that all product has been received at its intended destination

15. Maintain food storage facilities that meet Health Department requirements, including dry, frozen, and/or refrigerated storage. Storage areas should be kept clean at all times and all food products should be stored at least 4 - 6 inches off the floor. All on-site feeding programs must have an appropriate license per local regulations to provide hot meals if the meals are prepared by a cook or staff member. All food products must be stored in a finished out, climate controlled building. This does not include a storage shed or garage, which are primarily used for storing lawn equipment, etc.

16. Agree to keep temperature logs on each refrigerator and freezer unit used in storing any North Texas Food Bank food or any food from other purchases or donations. Temperature logs must be updated once each day a program site is open or at least twice per week.

17. Distribute the food received from the North Texas Food Bank only to low income individuals as defined by the TEXCAP guidelines of 185% of federal poverty levels. Food and other products received from the food bank may not be used to reward volunteers, or for any other use than distribution at no charge to clients.

18. Distribute food in accordance with the US Department of Agriculture and Texas Health and Human Services Commission policy, which prohibits discrimination on the basis of race, color, national origin, sex, age or disability. Review the Civil Rights training material once a year with all staff and volunteers that are involved in the distribution or service of food and provide signatures of those who participated in the training. Attendance at any lecture, presentation or religious service shall not be required 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 client has the option to leave the program. Such a requirement may not make unreasonable demands on clients.

19. Distribute food on a regularly scheduled basis a minimum once a week in urban areas for a total of at least three hours a week and minimum once a month in rural areas for a total of at least three hours per month. Your program must be available to walk-ins or by appointment if the minimum requirements are not being met.

20. If a client in your service area has a grievance with your agency, the client has the right to contact your agency governing board, the North Texas Food Bank and the USDA. You may reference the Grievance Policy that is found in your Member Agency Handbook located on our website at www.ntfb.org.

21. Recognize that this agreement will be renewed automatically for one year each June 30th. Either party must notify the other in writing 30 days in advance to cancel membership. A new agreement will be presented for signature during each Capacity Building Review in order to have a current signature on file. The Member Agency agrees to provide the North Texas Food Bank with this signed agreement.

22. The Agency hereby affirms that the original donor, the North Texas Food Bank, and Feeding America:

- a. Are released by the Agency from any liabilities resulting from donated goods.
- b. Are held harmless from any claims or obligations in regard to the Agency or the donated goods.
- c. Offer no express warranties in relation to the gift of goods.

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

Member Agency Director

Date

North Texas Food Bank Representative

Date

Executive, North Texas Food Bank

Date

The North Texas Food Bank operates in accordance with the US Department of Agriculture and Texas Health and Human Services Commission policy, which prohibits discrimination on the basis of race, color, national origin, sex, age or disability.