

Dear Agency Director or Church Pastor:

Thank you for your interest in the High Plains Food Bank.

The enclosed materials will give you more information on the Food Bank. Read all forms carefully, so you will be aware of all the requirements and policies.

To be eligible to become an agency of High Plains Food Bank, your organization must qualify as a nonprofit entity and must have been in existence for at least one year. Or be a qualifying church.

To apply to participate with the High Plains Food Bank, you need to complete, sign and return the following:

- 1) The High Plains Food Bank Agency Application Form
  - 2) Distribution Agreement
  - 3) Letter of Agreement
  - 4) Surplus Product Application
  - 5) The Disclaimer Form
  - 6) A Copy of your 501 ( c ) (3) determination letter from the IRS
- OR
- a 14 Point Church Qualifier Form with attached copies
  - 7) High Plains Food Bank Salvage Distribution Policy
  - 8) USDA Nondiscrimination Statement
  - 10) Agreement between Contracting Entity and Site

When all requirements are met and all forms are filled out and signed, return them to the High Plains Food Bank along with a check for \$50.00 (non-refundable and non-transferrable), drawn on your Agency or Church's checking account. A representative from the High Plains Food Bank will contact your agency or church to schedule a monitoring visit. Once approval has been granted by the Executive Director the agency will receive a confirmation email, fax or letter with agency number. This number will be used when placing an order and paying the monthly statement amount. The \$50.00 will be then credited toward your account.

**RULES FOR ACCEPTANCE AND PARTICIPATION IN HIGH PLAINS FOOD BANK PROGRAMS APPLY TO EVERYONE WITHOUT REGARD TO RACE, COLOR, SEX, DISABILITY, OR NATIONAL ORIGIN.**

## High Plains Food Bank Agency Application Form

Name of Agency \_\_\_\_\_

Mailing Address \_\_\_\_\_ Zip \_\_\_\_\_

Street Address \_\_\_\_\_ Zip \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Emergency After Hours Phone Number(s) \_\_\_\_\_

E mail Address \_\_\_\_\_

Contact Person(s) \_\_\_\_\_

Name of Agency Director Pastor \_\_\_\_\_

Regular Operating Hours \_\_\_\_\_

Agency Organizational Information (Please Check One).

\_\_\_\_ NON-PROFIT AGENCY as defined by section 501 (c) (3) of the IRS code for tax-exempt organizations. Attach a copy of the IRS determination letter.

\_\_\_\_ CHURCH complete the enclosed 14 point Church Qualifier Form with attached copies

\_\_\_\_ SPONSORED BY a 501 (c) (3) ORGANIZATION. Attach 1 (one) a letter from the sponsor's director describing relationship with your agency and 2 (two) a copy of the sponsor's IRS determination letter.

\_\_\_\_ CHURCH SPONSORED attach 1 (one) a letter from the church's pastor describing the relationship with your agency that states the church agrees to sponsor your agency and that the church meets the IRS definitional requirements of a church 2 (two) Church Qualifier Form.

# Distribution Agreement

1) Your feeding program is a :

\_\_\_ Pantry \_\_\_ On-site \_\_\_ Emergency Food Pantry \_\_\_ Meals on Wheels  
\_\_\_ Day Care \_\_\_ Shelter/Residence \_\_\_ After School Program

2) Describe area where food will be stored

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3) Days and time(s) of your feeding program

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4) Describe all programs that will be using the High Plains Food Bank Food

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5) List all sources of funding that will support this program

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6) Briefly state the purpose of your organization, other services that you provide and the geographic area you serve

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I CERTIFY THAT THIS INFORMATION IS TRUE AND COMPLETE.

\_\_\_\_\_  
Signature of Director or Pastor

\_\_\_\_\_  
Date

## LETTER OF AGREEMENT

Letter of Agreement between \_\_\_\_\_ (Agency) located in \_\_\_\_\_ (City), Texas and the High Plains Food Bank of Amarillo (HPFB), Texas.

### **HIGH PLAINS FOOD BANK:**

- 1) HPFB will seek and develop surplus food resources and store food obtained in a central warehouse for distribution to the Agencies.
- 2) On a regular basis, HPFB will provide reports to the Agency in the form of a "Food List" regarding status and availability of inventory received.
- 3) Other than enforcing the stipulations of this Agreement and the requirements imposed by the Texas Department of Human Services (TDHS) for the implementation of the USDA Commodities and perishable food programs, respectively and Feeding America, HPFB will not interfere with the internal affairs of the Agency
- 4) HPFB will notify the Agency at least thirty (30) days before changing membership criteria or handling fees

### **MEMBER AGENCY:**

- 1) The Agency adheres to **ONE** of the qualifying guidelines:

\_\_\_\_\_ Is a qualifying organization under section 501 (c) (3) of the IRS code \_\_\_\_\_ or are operating under an umbrella organization with a 501 (c) (3) and a copy of 501 (c) (3) determination letter is enclosed.

\_\_\_\_\_ Do hereby stipulate that we are a church and meet the IRS definitional requirements to be recognized as a church. A letter attesting to this and signed by our pastor is attached.

- 2) The Agency agrees to safely and properly handle the donated goods, which conforms to all Local, State and Federal regulations. The Agency agrees to adhere to additional donor stipulations.
- 3) The Agency agrees that it will not engage in discrimination, in the provision of service against a person because of race, color, citizenship, religion, sex, national origin, ancestry, age, and marital status, and disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran. The Agency is established to provide food to the needy, ill and infants. The Agency may not exclude any individual from service based on the Race, Color, Age, Religion, National Origin, Disability, Sex, Inability to Pay or Political Affiliation.
- 4) The Agency may not exclude any individual from service. The Agency may not require a client to make a donation or other payment in exchange for food.
- 5) The Agency may not use HPFB food in fund raising activities. Food obtained from the Food Bank may not be bartered traded or exchanged for other item(s) or service(s).
- 6) The Agency must 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 before receiving food.
- 7) The Agency CAN NOT transport or distribute any food outside of their service area. Food can only be distributed in the county where the Agency is physically located.
- 8) The Agency does pledge to contribute to the support of the High Plains Food Bank through a shared maintenance fee as approved by the Board of Directors of the High Plains Food Bank.
- 9) The Agency agrees to a preliminary visit by a Food Bank Representative, and does understand that there will a periodic follow-up visit so that the Agency and HPFB can mutually evaluate the relationship.
- 10) For a minimum of three (3) years and three (3) months the Agency will maintain copies of invoices of products received from the High Plains Food Bank.

11) The Agency agrees to respond to questionnaires, surveys or inquiries from the HPFB in an expeditious manner. The Agency must report number of individuals, meals and families served per month to the HPFB and also keep on file names and address of food recipients in case of product recall.

**SIGNED FOR THE AGENCY:**

**SIGNED FOR THE HPFB:**

\_\_\_\_\_  
**Signed**

\_\_\_\_\_  
**Signed**

\_\_\_\_\_  
**Name (printed)**

\_\_\_\_\_  
**Name (printed)**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

## Surplus Product Application

High Plains Food Bank is in the process of issuing Surplus Product Card (1). Each agency will be given one card. There will be a \$20.00 charge for replacing any lost cards and a 5 month waiting period for a replacement card to be issued. The purpose of the Surplus Product Cards is to ensure that individuals who pick up Surplus Product at HPFB are representing an Agency of the HPFB.

Please fill out the following information for your Agency so that a Surplus Product Card can be issued.

**Name of Agency:** \_\_\_\_\_

**Agency number #:** \_\_\_\_\_

**Agency Address:** \_\_\_\_\_

**City** \_\_\_\_\_

**Agency email Address:** \_\_\_\_\_ **Name For**

**Email:** \_\_\_\_\_

**Agency Phone Number:** \_\_\_\_\_ **Fax Number:**

\_\_\_\_\_  
**Emergency Contact Number:** \_\_\_\_\_ **Name of Contact:**

\_\_\_\_\_  
**Emergency Contact Number:** \_\_\_\_\_ **Name of Contact:**

Names of all Individuals who have permission to pick up Surplus Product. Please notify Javier Escobar Warehouse Manager @ (806) 374-8562 of any change as soon as possible.

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

\_\_\_\_\_  
**Signature of Pastor or Executive Director**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed name of Pastor or Executive Director**

**In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.**

**(1)The Surplus Product Card is property of the High Plains Food Bank, and must be forfeited upon request. It is the responsibility of the partnering organization to keep track of their card, (e.g. termination of the employee who holds the card)**

## **HIGH PLAINS FOOD BANK AGENCY DISCLAIMER FORM**

The undersigned authorized agent of \_\_\_\_\_ hereby warrants that the Agency will receive surplus food from the High Plains Food Bank. Said agent further warrants that the surplus food will be duly inspected upon delivery or pickup, and found to be fit for human consumption. It is further agreed that.

- 1) The surplus food is accepted “as is”
- 2) The High Plains Food Bank, Feeding America, and the original donor expressly disclaim any implied warranties of the marketability or fitness for a particular use.
- 3) There have been no express warranties in relation to this gift of food.
- 4) Said Receiving Agency releases the original donor, Feeding America, and the High Plains Food Bank from any liability resulting from the condition of the donated food and further agrees to indemnify and hold the High Plains Food Bank, Feeding America, and the original donor free and harmless against any and all liabilities, damages, losses, claims, causes of action, and suits of law or in equity of any obligations whatsoever out of or attributed to any action of said Receiving Agency in connection with its storage and use of the donated food.
- 5) Said Receiving Agency will not sell or offer for sale any of the said food.

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Date

# Church Qualifier Form

The Internal Revenue Service uses 14 characteristics to determine whether an organization qualifies as a church. In accordance with this provision, the High Plains Food Bank has established a policy which requires that any church must certify that at least 9 (nine) of these characteristics are evidenced by their program. The characteristics are as follows: ***Each item checked must be proven with copies of printed material from your church and submitted with your application.***

- \_\_\_\_ 1) A distinct legal existence *Example: Article of Incorporation filed with the State of Texas*
- \_\_\_\_ 2) A recognized creed and form of worship *Example: Cover Page and two pages of creed, copy of church bulletin*
- \_\_\_\_ 3) A definite and distinct ecclesiastical government *Example: Organization chart of parent organization as well as local church, indicating names and addresses of officials.*
- \_\_\_\_ 4) A formal code of doctrine and discipline *Example: Copy of cover and first three pages of document*
- \_\_\_\_ 5) A membership not associated with any other church or denomination *Example: Statement of mission, objectives and goals of the church signed by the pastor and three others*
- \_\_\_\_ 6) A distinct religious history *Example: If member of recognized association, a copy of the church bulletin; if not associated with other churches, a brief written history*
- \_\_\_\_ 7) A complete organization of ordained ministers ministering to congregations *Example: Church bulletin or other published document listing ministers*
- \_\_\_\_ 8) Ordained ministers elected after completing prescribed courses of study *Example: Appropriate documentation indicating ordination and courses of study*
- \_\_\_\_ 9) A literature of its own *Example: Copy of selected cover pages of appropriate literature*
- \_\_\_\_ 10) Established places of worship *Example: Copy of church bulletin*
  
- \_\_\_\_ 11) Regular congregations *Example: Copy of church bulletin*
  
- \_\_\_\_ 12) Regular religious services *Example: Copy of church bulletin*
  
- \_\_\_\_ 13) Sunday school for religious instruction of the young *Example: copy of church bulletin indicating times for Sunday School*
  
- \_\_\_\_ 14) Schools for the preparation of its ministers *Example: List of names and addresses of schools*

As the Pastor of \_\_\_\_\_ (church name), I certify that this organization meets the requirements indicated for identification as a church.

Signature of Pastor \_\_\_\_\_

Print or type name \_\_\_\_\_

Address \_\_\_\_\_, TX \_\_\_\_\_ (zip)

Date \_\_\_\_\_



# HIGH PLAINS FOOD BANK SALVAGE DISTRIBUTION POLICY

## **POLICY:**

The High Plains Food Bank will not distribute its salvage products to Member Agencies which receive salvage directly from grocery stores or any other sources, including the transfer of product from other agencies.

## **SALVAGE:**

Any product removed from food distribution sites, Example grocery stores or retail outlets, due to damage, mislabeling, expiration or any concerns that make a product non saleable due to possible health hazards for human consumption.

The High Plains Food Bank has a Salvage License which along with trained staff and volunteers who comply with regular monitoring visits by State and Local Health Departments insures OUR distributed product is safe for human consumption.

## **RATIONALE:**

- 1) Agencies are not licensed salvage establishments
- 2) Co-mingling of salvage from different sources could cause problems with the High Plains Food Bank's product liability insurance
- 3) Feeding America requirements for tracking of products could not be met if salvage were co-mingled

## **PROCEDURES:**

- 1) Questions concerning direct receipt of salvage will be evaluated by the High Plains Food Bank
- 2) The High Plains Food Bank will immediately discontinue distribution of salvage to any Agency which receives salvage from another source
- 3) If the Agency elects to stop receiving salvage from other sources in order to receive salvage from the High Plains Food Bank, they may do so, knowing all Agencies are subject to unannounced on-site visits from the High Plains Food Bank
- 4) Failure to report the direct receipt of salvage products to the High Plains Food Bank will be grounds for termination of an Agency's agreement with the High Plains Food Bank

**Agency Name** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs 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.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter 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;
- (2) fax: (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

## USDA Nondiscrimination Statement 2015 (Spanish Translation)

**SNAP and FDPIR State or local agencies, and their subrecipients, must post the following Nondiscrimination Statement:**

**Las agencias estatales o locales de SNAP y FDPIR, y sus beneficiarios secundarios, deben publicar el siguiente Aviso de No Discriminación:**

De conformidad con la Ley Federal de Derechos Civiles y los reglamentos y políticas de derechos civiles del Departamento de Agricultura de los EE. UU. (USDA, por sus siglas en inglés), se prohíbe que el USDA, sus agencias, oficinas, empleados e instituciones que participan o administran programas del USDA discriminen sobre la base de raza, color, nacionalidad, sexo, credo religioso, discapacidad, edad, creencias políticas, o en represalia o venganza por actividades previas de derechos civiles en algún programa o actividad realizados o financiados por el USDA.

Las personas con discapacidades que necesiten medios alternativos para la comunicación de la información del programa (por ejemplo, sistema Braille, letras grandes, cintas de audio, lenguaje de señas americano, etc.), deben ponerse en contacto con la agencia (estatal o local) en la que solicitaron los beneficios. Las personas sordas, con dificultades de audición o con discapacidades del habla pueden comunicarse con el USDA por medio del Federal Relay Service [Servicio Federal de Retransmisión] llamando al (800) 877-8339. Además, la información del programa se puede proporcionar en otros idiomas.

Para presentar una denuncia de discriminación, complete [el Formulario de Denuncia de Discriminación del Programa del USDA](#), (AD-3027) que está disponible en línea en: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) y en cualquier oficina del USDA, o bien escriba una carta dirigida al USDA e incluya en la carta toda la información solicitada en el formulario. Para solicitar una copia del formulario de denuncia, llame al (866) 632-9992. Haga llegar su formulario lleno o carta al USDA por:

- (1) correo: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; o
- (3) correo electrónico: [program.intake@usda.gov](mailto:program.intake@usda.gov).

Esta institución es un proveedor que ofrece igualdad de oportunidades.

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 <i>High Plains Food Bank</i>	Email Address of CE <i>Whitney@hpfb.org</i>
Address of CE (Street, City, State, ZIP) <i>815 Ross St. Amarillo, TX 79102</i>	Area Code and Telephone Number <i>806-374-8562</i>
Mailing Address (if different) <i>P.O. Box 31803 Amarillo, TX 79120</i>	Fax Area Code and Telephone Number <i>806-371-7459</i>

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) <i>Zachary Wilson</i>		
Title of CE Representative <i>Executive Director</i>	Signature of CE Representative 	Date <i>11/9/16</i>