



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 the agency number. This number will be used when placing an order and paying the monthly statement amount. The \$50.00 will then be 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 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 stipulation 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 the 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.

- Agencies will not engage in discrimination in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran.
- The Agency may not require a client to make a donation or other payment in exchange for food. 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 any other item(s) or service(s).
- 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.

- 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. **Agencies cannot give, donate food or allow to order from food list non-participating agencies.**
- 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.
- The Agency agrees to a preliminary visit by the High Plains Food Bank representative and does understand that there will be periodic follow-up visits so that the Agency and HPFB can mutually evaluate the relationship.
- 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.
- The Agency agrees to respond to questionnaires, surveys, or inquiries from the HPFB in an expeditious manner. The Agency must report the number of individuals, meals and families served per month to the HPFB and keep on file names and address of food recipients in case of product recall.

**SIGNED FOR THE AGENCY:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SIGNED FOR THE HPFB:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
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 the 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 marketability or fitness for a particular use.
  
- 3) High Plains Food Bank, Feeding America, and the original donor offer no express warranties in relation to this gift of food.
  
- 4) Said Receiving Agency releases the original donor, High Plains Food Bank and Feeding America from any liability resulting from the condition of the donated food and further agrees to indemnify and hold the High Plains Food Bank, the original donor, and Feeding America 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

\_\_\_\_\_  
Date

**HIGH PLAINS FOOD BANK SALVAGE  
DISTRIBUTION POLICY**

**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.

**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.

- 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, ensures **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 a 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 deposit 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, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:

<https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
- (2) fax: (833) 256-1665 or (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

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

Signature: \_\_\_\_\_ 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 \_\_\_\_\_

The Emergency Food Assistance Program  
Agreement Between Contracting Entity and Site

A **contracting entity** (CE) is an organization that contracts with the Texas Department of Agriculture (TDA) to receive, store, handle, and deliver United States Department of Agriculture (USDA) Foods. A **subdistributing agency**, usually a food bank, contracts with a CE to receive, store, handle, and deliver 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. A site may work directly with a CE or a subdistributing agency.

Name of Contracting Entity (CE) High Plains Food Bank	Email Address of CE rachael@hpfb.org whitney@hpfb.org
Address of CE (Street, City, State, ZIP) 1910 SE 8 <sup>th</sup> Ave Amarillo TX, 79102	Area Code and Telephone Number 800-374-8562
Mailing Address (if different) PO Box 31803 Amarillo TX, 79120	Fax Area Code and Telephone Number 800-371-7459

<del>Name of Subdistributing Agency</del>	<del>Address of Subdistributing Agency</del>
<del>Address of Subdistributing Agency</del>	<del>Area Code and Telephone Number</del>
<del>Mailing Address (if different)</del>	<del>Fax Area Code and Telephone Number</del>

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 Contracting Entity (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 shall 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' and participants' 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. Obtain the signature of the site's representative showing the receipt of USDA Foods, and maintain the receipts, as well as other TEFAP 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.
13. 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.
14. 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.
15. Ensure that unrelated activities do not disrupt the distribution of USDA Foods.
16. Otherwise, comply with all state and federal regulations as applicable to TEFAP.

## **Rights and Responsibilities of the Site**

### **The Site shall fulfill the following responsibilities:**

1. Comply with all guidance issued by the CE, TDA, and the 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' and participants' information stored on information technology systems.
9. 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.
10. Ensure that unrelated activities do not disrupt the distribution of USDA Foods.
11. Allow representatives of the CE, TDA, and the USDA to review site operations and records.
12. 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.
13. Attend training sessions required by TDA or the CE.
14. Do not require, solicit, or accept payment from applicants or participants in money, materials, or services for USDA Foods packages or meals.
15. Report fraud to the CE immediately.
16. Do not sell USDA Foods.
17. Obtain prior approval from the CE before transferring USDA Foods to any other entity.
18. Help applicant households, when necessary, complete applications.
19. Display prominently, for applicant and participant viewing, USDA's "...And Justice For All" poster.

### Certifications

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)		
Title of CE Representative	Signature of CE Representative	Date

Zachary Wilson

Executive Director

