

# Partner Agency Manual

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# **BVFB Vision, Mission and Values**

#### **Vision Statement**

Our vision is a hunger-free Brazos Valley.

#### **Mission Statement**

The Brazos Valley Food Bank (BVFB) unites our community to nourish neighbors in need.

#### **Values**

In all that we do, BVFB:

- Promotes understanding of hunger
- Inspires community involvement
  - Respects diversity
- Appreciates every contribution
  - Responds to evolving needs
  - Demonstrates transparency
  - Practices good stewardship
    - Models excellence

#### What is a Food Bank?

A charitable organization that solicits, sorts, inventories, and safely warehouses reclaimed and donated food and other products that might otherwise go to waste. Food Banks distribute food through partner agencies and a variety of programs, who in turn, distribute food to those in need.

#### Flow of Food



## **Collecting Food**

Donations gathered from various avenues, including: growers and processors, wholesalers, retailers, food drives, and the government. 

#### Sorting and Storage

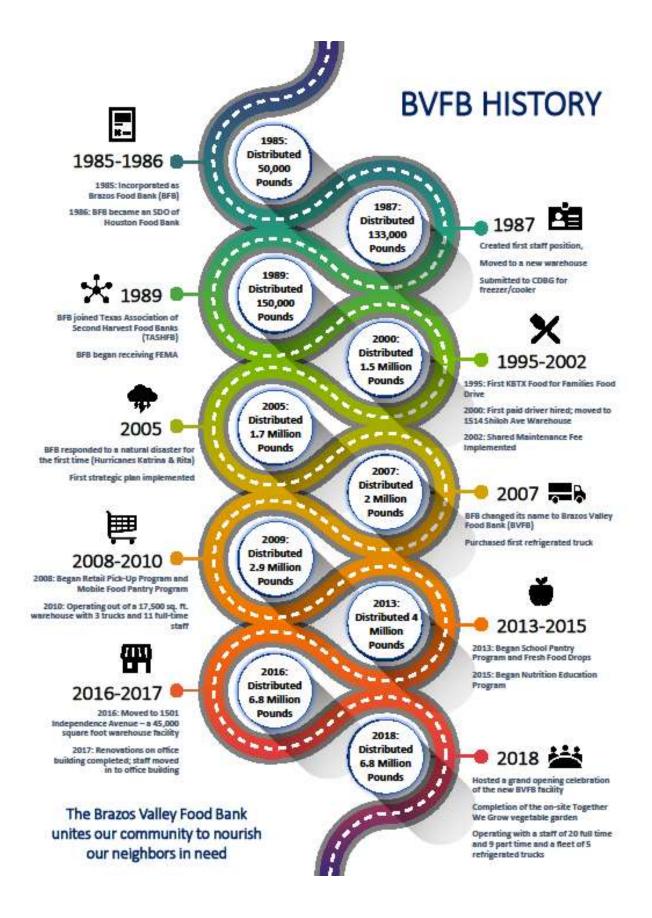
Food readied for distribution at BVFB warehouse.

#### Distribution of Product

Non-Profit Service Providers

#### **Programs** Partner Agencies Backpack Program Screen & Intervene Public Pantries Meal Sites Senior Outreach School-Based Food Program Pantry Client Pantries Snack Sites Fresh Food Drops Mobile Food Pantry **End Result**

Hungry People Are Fed



# Who the BVFB Serves

BVFB acts as a food distributor for partner agencies that provide food to hungry people in the following counties:

- Brazos
- Burleson
- Grimes
- Madison
- Robertson
- Washington

Emergency food pantries, soup kitchens, emergency shelters, elderly nutrition sites, group homes, and after school programs provide BVFB the means to distribute food to people in need using a community-based partnership model.



# <u>Affiliations</u>

BVFB is a private nonprofit organization, affiliated with:

#### Houston Food Bank

BVFB is a Partner Distribution Organization (PDO) of the Houston Food Bank. BVFB serves the counties of the Brazos Valley for the Houston Food Bank. If BVFB did not exist, the Brazos Valley would be served by the Houston Food Bank. While BVFB operates like a full-fledged Food Bank, the population of the Brazos Valley is not large enough in the eyes of Feeding America to be



considered a stand-alone Food Bank. Being a PDO of the Houston Food Bank means the BVFB gets its United States Department of Agriculture (USDA) Commodities allocation from them instead of directly from the State of Texas. It also means that BVFB can access other food and non-food items that the Houston Food Bank has relatively easily.

#### Feeding Texas

Feeding Texas (FT) was founded in 1986 as an outgrowth of an attempt by a food retailers trade association to conduct a statewide food drive. Over time FT has become a single effective voice uniting food banks affiliated with Feeding America in Texas, fostering, and facilitating cooperation between food banks themselves as well as food banks and statewide resources particularly state government. Programs like Benefits Assistance and Nutrition Education came about because of BVFB's affiliation with FT.



#### Feeding America

Feeding America is the nation's largest domestic hunger-relief charity. Its mission is to feed America's hungry through a nationwide network of member food banks and engage the country in the fight to end hunger. Its network of more than 200 food banks serves all 50 states, the District of Columbia, and Puerto Rico, providing 4.3 billion meals to 46 million Americans each year. BVFB's PDO status with Feeding America provides it access to technical assistance, grant opportunities, professional development for staff and participation in corporate level sponsorship donation programs implemented locally (such as retail pickup).



BVFB is inspected by the Texas Department of Health, monitored annually by the Houston Food Bank and is a State licensed non-profit salvage establishment.



# BVFB Programs

In addition to the general collection and distribution of food and household products to partner agencies, the BVFB also offers many programs designed to assist in providing nutritious food serving targeted populations. Solve Hunger Today - distributing food to people so they can eat right now - is one approach to a Hunger-Free Brazos Valley.

# Solve Hunger Today:

Strategies used to feed neighbors in need

#### **End Hunger Tomorrow:**

Strategies used to educate, empower & prevent hunger

After developing distribution programs to reach vulnerable populations like children, seniors, and rural residents, BVFB began programs to help End Hunger Tomorrow – connecting the food insecure to other resources that can help put food on their tables beyond today, and to help families eat healthier for healthier lives.

Your agency may choose to participate or refer clients to some of these programs.

If your agency wishes to learn more about the programs listed below, please reach out to the listed contact or to the Agency Relations/Mobile Pantry Coordinator.

Following is a brief overview of current programs:

#### The Children's BackPack Program



BVFB's BackPack Program works to address childhood hunger by providing food to children at risk of going hungry over the weekend in 6 counties (Brazos, Burleson, Grimes, Madison, Robertson, and Washington). Through the BackPack program, bags of food are provided to partners - schools during the school year, and youth programs over the summer. Every Friday, BVFB's BackPack partners distribute bags of nutritious, shelf-stable food to children to

ensure that they have access to food when school meals are unavailable. These Backpacks provide children not only with needed nourishment, but also with self-confidence and a self-assured start to the school week.

The National Council of Feeding America approved the BackPack Program as an official national program of the Network in July 2006. BVFB started its BackPack

program in the fall of 2005 with one school site in Brazos County. In 2007, BVFB's BackPack program expanded to include 2 summer sites, which extended services year-round. In fall 2014, BVFB's BackPack program expanded again to offer BackPack to all 6 counties served by BVFB. By fall 2019, the BackPack program served 40 sites in 6 counties – distributing over 1,300 bags each week. The BackPack program is paid 100% by



grants written by and awarded to BVFB, and donations designated specifically to purchase food for this program.

If you know of children who might benefit from this program, you can direct the child's parent/guardian to contact the school that child attends and inquire about enrolling in the BackPack program at the school the child attends.

#### School-Based Food Pantry

BVFB's School-Based Food Pantry program addresses the issue



of adolescent hunger by partnering with local schools to host food pantries on the school campus that distribute food and hygiene items. While the



Children's BackPack Program most frequently focuses on elementary aged students and each BackPack serves just one child, School-Based Food Pantries predominantly serve intermediate, middle, and high schools and are able to serve the students' whole family, as needed.

School-Based Food Pantries make food more readily accessible for low-income students and their families since they are already regularly at the school. Students and their families can access a variety and quantity of food in a way that

accommodates an older students' reluctance to be singled-out or somehow identified as "in need" amongst their peers. School-Based Food Pantries also try to be preventative – some youth feel obligated to help the family, and this offers them a safe and confidential way to do this, without skipping school or dropping out altogether to get a job.

Participating schools store food and hygiene items so students and their families are able to visit the school pantry and receive these items as needed throughout the school year.

In the 2019-2020 school year, BVFB's 12 partner schools in Bryan-College Station served over 3,321 individuals (students and their families) through the School Based Food Pantry program.



The School Pantry Program is paid 100% by grants written by and awarded to BVFB, and donations designated specifically to purchase food for this program.

If you know of children who might benefit from this program, you can direct the child's parent/guardian to contact the school that child attends and inquire about how to receive food from the school-based food pantry program at the school the child attends.

#### **Senior Outreach Program**



As the senior population grows, so does the number of senior citizens who struggle with food insecurity. These seniors must make difficult decisions, like whether to pay for food or medication, and often face challenges to food access due to mobility or transportation. Hunger can have serious effects on a senior's health as it may worsen symptoms of conditions like diabetes, frailty, and heart disease.

Home delivered meal programs, like Meals on Wheels, deliver meals to homebound seniors Monday –Friday. The mission of BVFB's Senior Outreach Program (SOP) is to meet the needs of low-income seniors, who have trouble accessing other resources due to transportation/mobility/illness in the Brazos Valley. BVFB's SOP provides seniors with nutritious and easy to prepare food for evenings and weekends when other food resources are not directly available to them.

BVFB SOP partners with programs such as Meals on Wheels, home health companies and low- income senior housing properties who are already serving low-income seniors in some way in Brazos, Burleson, Grimes, Madison, Robertson, and Washington Counties.



In 2019 the Brazos Valley Food Bank served more than 310 seniors

weekly, 500 unique through our partners: Meals on Wheels, Grimes Health Resource Center, Madison Health Resource Center, Washington County Healthy Living Association, Highland Villas, Texas Home Health Hospice, LULAC, City of Bremond, and Elder Aid.

The Senior Outreach Program is paid 100% by grants written by and awarded to BVFB, and donations designated specifically to purchase food for this program.

If you know of a Senior who could benefit from this program, contact: Meals on Wheels at (979) 822-3684; for Grimes County residents, the Grimes Health Resource Center at (936) 870-4575; for Madison County residents, the Madison Health Resource Center at (936) 349-0714; and for Washington County residents, the Washington County Senior Activity Center at (979) 836-6552.

You may also contact our Special Programs Coordinator at (979)779-3663 ext.113

#### **Mobile Food Pantries Program**

BVFB began the Mobile Food Pantry program in 2008 with the goal of bringing fresh, frozen, and non-perishable food directly to food deserts - communities with inadequate access to nutritious foods needed to maintain a healthy diet. Currently, the Mobile Food Pantry provides 50-75 lbs. of food a month to approximately 450 food insecure households in Madison, Washington, and Grimes Counties.



Mobile Food Pantries can operate inside a building or outdoors in an open space like a field or parking lot and can utilize a system called Client Choice that allows individuals to pick the food they want. The flexibility of a Mobile Food Pantry means the distribution can occur where it is most needed, when

volunteers are available to run it, even if a physical building is not available. BVFB's current Mobile Food Pantries operate at the County Fairgrounds of Grimes and Madison counties and two serving Washington County in church parking lots, one in Brenham and one in Burton.

BVFB's Mobile Food Pantry in Madison County is overseen by Food Bank staff and volunteers who determine individual eligibility for the program and help load food into the vehicles of those in need. Grimes and Washington County Mobile Pantries are overseen by Program Partners and their volunteers which also determine individual eligibility for the program and help load food into the vehicles of those in need.

The Mobile Food Pantry Program is funded by businesses, private donors, and grants.

Agencies who are interested in learning more about Mobile Food Pantry Program can contact our Agency Relations/Mobile Pantry Coordinator at (979) 779-3663 ext. 110. If your agency wants to refer clients who live in Madison, Washington, and Grimes County to a mobile pantry, you can find distribution information at <a href="https://www.bvfb.org/get-food">https://www.bvfb.org/get-food</a>.

#### Screen & Intervene

Poverty and food insecurity have serious consequences for health – today and tomorrow. There are strong associations between food insecurity and medical consequences. For low-income patients with diabetes, the risk of hospitalization increases during the last week of the month vs. the first week of the month.

Trusted professionals, like medical providers, play a critical role in connecting eligible, low-income patients with food and nutrition services and other benefits that help move them towards food security and potentially reduce their risk of developing chronic conditions, such as diabetes. Screening for food insecurity can identify health issues that might otherwise go undiagnosed or misinterpreted by health care providers, and connect those in need



with available resources, preventing the food insecure from "falling through the cracks".

The mission of the Screen & Intervene program is to identify food insecure individuals and families through non-traditional partnerships, such as health clinics and chronic disease management programs, and help connect the food insecure to additional resources for a more comprehensive approach to health and hunger.

The Screen and Intervene Program is paid 100% by grants written by and awarded to BVFB, and donations designated specifically to purchase food for this program.

BVFB connects interested food pantries to a healthcare provider, creating more accessible locations for clients to pick up food prescription pads and food youchers.

Agencies who are interested in learning more about our Screen and Intervene program can contact BVFB's Health Promotions Coordinator at (979) 779-3663 ext. 119.

#### **Benefits Assistance Program**

BVFB's Benefits Assistance Program (BAP) focuses on helping people apply for programs like SNAP (formerly the Food Stamp Program), Medicaid, Children's Health Insurance Program (CHIP), and the Women's Health Program. The Texas Health and Human Service Commission (HHCS) funds the BAP program through a subcontract with Feeding Texas.



BVFB's Benefits Assistance Coordinator visits pantries, community agencies, and locations in our service area to assist clients with accessing these benefits, providing application assistance for these programs, and training on accessing the <a href="yourtexasbenefits">yourtexasbenefits</a> self-service portal.

HHSC funds BVFB's Benefits Assistance Program through a subcontract with Feeding Texas.

Agencies interested in hosting our Benefits Assistance Coordinator at their location or would like information on the covered assistance programs or the Benefits Assistance Program can contact our Benefits Assistance Coordinator at (979) 779-3663 ext. 105.

#### **Referral Partner Program**

Those experiencing food insecurity often have unmet needs in addition to food. BVFB's Referral Partner Program (RPP) and its Referral Specialist help connect people to resources in the community that can help fill the gap, such as utility payments, resume creation and employment, etc.

HHSC funds BVFB's Referral Partner Program through a subcontract with Feeding Texas.

Agencies interested in hosting our Referral Specialist at their location or would like information on the Referral Partner Program can contact our Referral Specialist at (979) 779-3663 ext. 120.

Dairy

Grains

Choose MyPlate.gov

#### **Nutrition Education Program (SNAP-Ed)**

BVFB's Nutrition Education Program offers nutrition and cooking classes to low-income community members by partnering with organizations and agencies serving the food insecure in our community.

Health conditions such as diabetes, hypertension, and heart disease are becoming increasingly common. However, many of these diseases can be completely prevented through nutrition education and access to nutritionally balanced food. Balanced nutrition along with regular exercise is one of the most powerful ways to positively impact your health.

BVFB's Nutrition Education program is designed to empower people of all ages to

become enthusiastic health advocates for their families and communities. BVFB's classes aim to equip all participants with the information and skills they need to live a healthy lifestyle, discussing disease prevention and working with participants to find solutions to challenges they face when trying to eat healthy.



tailored to fit any audience.

BVFB offers a variety of in person, interactive programming, as well as online content to organizations serving low-income populations located in the BVFB service area. BVFB's class audiences range from early childhood with moms and toddlers to the elderly/senior centers, and all ages in between. BVFB focuses on application of the Dietary Guidelines and MyPlate to make healthy eating choices,

BVFB's Nutrition Education team also offers other services available to your agency such as curated recipes, educational materials, including handouts and posters, and more.

Agencies who are interested in hosting BVFB's Nutrition Education services at their location or would like information on the services provided by the Nutrition Education Team can contact our Nutrition Education Coordinator at (979) 779-3663 ext. 109.

#### **Together We Grow**

BVFB's Together We Grow (TWG) program works to bring together targeted individuals to inspire growth, foster connections, and build upon strengths to achieve long-term financial, educational, and career-oriented goals.

The objective of TWG is to increase household food security by empowering targeted individuals to set goals to begin to change their lives from food insecure to food secure.

As individuals work towards achieving their goals, two tracks occur simultaneously:

 Casework and supportive services - During the casework and supportive



- services track, program individuals work with TWG staff to identify and address barriers in any aspect of their life that may interfere with maintaining household and employment stability. Based upon the needs of the individual and/or family unit, a service plan is developed to address employment barriers through connection to resources, training, counseling, and education to empower the individual to meet those needs.
- Training, job placement, and ongoing workplace support During the training, job placement, and ongoing workplace support track, the individual will work with TWG staff to identify workplace strengths and opportunities for personal and professional growth. Program individuals apply their strengths through participation in project-based learning by taking responsibility for planning, developing, and managing a community garden and its volunteers.

Once an individual is matched with a favorable job, TWG staff will continue to provide supportive services as needed to eliminate potential setbacks and address any unforeseeable barriers to household and employment stability.

Currently, TWG staff are recruiting participants through Brazos County partner agencies only. Agencies who are interested in learning more about Together We Grow can contact the TWG Program Coordinator at (979) 779-3663 ext. 112.

To refer someone to Together We Grow, complete the online referral form located at https://www.bvfb.org/together-we-grow-referral-form

#### **Family Boxes**

Not all of our hungry neighbors can access food pantries when they are open, and many of them do not know where to turn when they need help. In realizing these needs, BVFB keeps Emergency Family Boxes on hand. If no pantry is open or will be open the day an individual comes to BVFB seeking food assistance, a Family Box can be provided. Family Boxes contain over 40 pounds of nutritionally balanced items that can assist a family through a crisis. Individuals or families that receive Emergency Family Boxes are always given 2-1-1 Call for Help referral information, our Emergency Food Assistance Referral Sheet, are asked about applying for SNAP, and screened for our Together We Grow Program.

#### **Disaster Relief**

In the event of a natural, man-made disaster, and now a pandemic, BVFB may be called upon by the State of Texas, Feeding Texas - the Texas Food Bank Network, the Houston Food Bank, regional disaster districts and/or local governments and/or Emergency Operation Centers (EOC) to respond. Responses could mean distributing food in affected communities, supplying food for evacuees staying in the Brazos Valley, and/or providing food to shelter operations.

BVFB has participated in coordinated relief efforts for Hurricanes Katrina, Rita, Ike, Harvey and Imelda, the Dyer Mills Wildfires, flooding, and power outages related to high winds and ice storms, by providing food, water, and snacks for shelters, welcome centers, and individuals, as well as food to supply evacuees with at hotels and other locations.

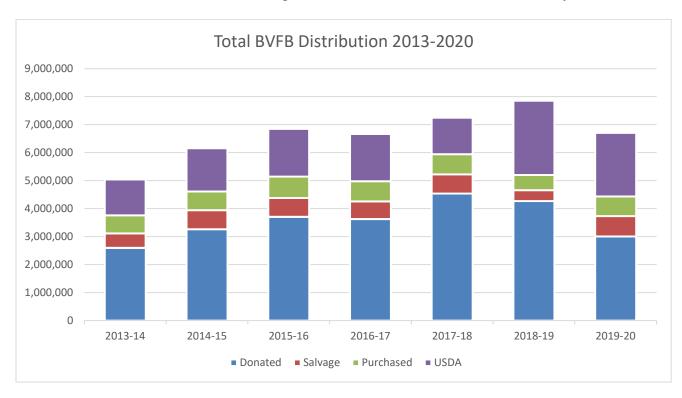
Beginning with Hurricane Harvey, BVFB recruited "Super Agencies" in each county – existing food pantry partners, who could serve those affected in their county when disaster situations arise. Super Agencies sign a formal agreement outlining the expectations for Super Agency service in a disaster, and what Super Agencies can expect from BVFB, see Appendix, page 64. Agencies interested in becoming a Super Agency should contact the Agency Relations/Mobile Pantry Coordinator for more information.

BVFB will do its best to ensure that disaster relief efforts do not affect the effectiveness of BVFB to serve its partner agencies in regular, local hunger relief efforts.

For more information about the above programs, please contact the relevant BVFB staff member (contact information located in the description of each program). Or contact the Agency Relations/Mobile Pantry Coordinator at Brazos Valley Food Bank at (979) 779-3663 x 110.

# Sources of Food

The Brazos Valley Food Bank receives food from multiple sources which it then redistributes. Below are two charts that reflect the change in BVFB's distribution over the last five years.



Following is a brief overview BVFB's sources of food:

# <u>United States Department of Agriculture (USDA) Commodities: The Emergency Food Assistance Program (TEFAP)</u>

USDA purchases a variety of nutritious, high-quality foods, and makes those foods available to State Distributing Agencies, which is the Texas Department of Agriculture (TDA) in Texas. The amount of food each State receives out of the total amount of food provided is based on the number of unemployed persons and the number of people with incomes below the poverty level in the State.

States provide the food to local agencies that they contract with, usually food banks directly affiliated with Feeding America, such as the Houston Food Bank, which in turn distribute the food to local organizations, such as Partner Distribution Organizations (PDO), like BVFB, but also soup kitchens and food pantries that directly serve the public.

See TEFAP Policies and Procedures, see Appendix, page 66.

#### Reclamation or "Salvage" (cosmetically/slightly damaged products) from retailers

Often, the reason for food industry donations is overproduction or inventory control. Items that are cosmetically damaged, overruns, or low sellers make their way to BVFB through grocery stores.

These items are culled by volunteers and added to banana box inventory on a rotating basis throughout the year.

Supermarket chains like H-E-B and hundreds of food manufacturers with brand names we see every time we shop for groceries know that legal liability is not an issue because of state and federal laws known, respectively, as the "Good Faith Donor Act" and the "Good Samaritan Act." These laws state that a corporation, which donates apparently wholesome food to a nonprofit organization for distribution to the hungry, is not subject to civil or criminal liability that arises from the condition of the food. Corporations, individuals, partnerships, organizations, or associations do not need to let liability worries prevent them from donating as long as they donate "without intentional misconduct."

PLEASE NOTE: Donated and salvage product comprises the vast majority of the food BVFB acquires. Because of the nature of these products, be aware that you will receive items with minor defects (dented cans, out-of-date, imperfect produce, etc.). These defects do not mean the food is unsafe to eat, any unsafe items according to the guidelines are disposed of during the sorting of the food.

#### Donated from individuals, groups, manufacturers

Schools, businesses, student groups, civic groups, and more conduct food drives for BVFB, culminating in select perishable and shelf-stable food for distribution.

#### **Purchased**

As a convenience to partner agencies, BVFB may purchase products that a majority of partners have indicated are high priority items, when BVFB does not have these items. BVFB can generally secure the items at a competitive price and can provide the added convenience of one-stop shopping. In these cases, BVFB passes these savings along to those partner agencies that access the product. Examples of items purchased cooperatively include fresh eggs, frozen ground beef, canned fruit, peanut butter, beans, and tuna.

# **Agency Partnerships**

BVFB partners with organizations throughout the Brazos Valley to provide food assistance to those in need. These partners are approved non-profit organizations or churches that run food pantries and onsite feeding programs.



# Food pantries are broken down in two categories: public pantries and client pantries.

<u>Public Pantries</u> are agencies that distribute non-perishable and fresh foods to all food insecure individuals who request assistance in the geographic area they serve. These groceries are distributed in pre-packaged boxes/bags, or the families and individuals can choose their own food using a system called Client Choice. Please see pages 37-38 for more information.

<u>Client pantries</u> are run by non-profit and religious organizations that already provide services to individuals in need and want to distribute supplemental groceries to their client population. These pantries, which are not open to the public, distribute non-perishable and fresh foods to the families and individuals who participate in their agency's programs and services.

# Onsite feeding programs can be broken down in two categories as well: meal sites and snack sites.

<u>Meal sites</u> are agencies who serve both hot and cold meals to their clients. These sites can be residential or recreational. (These sites may also serve snacks.)

<u>Snack sites</u> are agencies who serve snacks to their clients and not full meals. These sites are recreational not residential. These agencies are often after-school programs.

# Minimum Standards Required to Become a Partner Agency

BVFB welcomes non-profit organizations, churches, and other groups that want to help in the cause of alleviating hunger in the Brazos Valley.

Please know that the commitment, time, and resources needed to run an effective food pantry or feeding program are great.

All agencies/programs that wish to become partner agencies of BVFB, to acquire food to distribute, must meet certain standards as well as agree to abide by certain terms and conditions.

Even if an agency meets the standards and agrees to abide by terms and conditions, BVFB still has the right to refuse membership based on the following:

- Lack of demand for food assistance in the community to be served
- Volume of food assistance programs already in the community
- BVFB resources required to service the agency and manage contract compliance
- Other factors deemed relevant by BVFB's New Agency Approval Committee (NAAC)

#### **Specific Standards**

2 types of Partner Agency organizations qualify to apply for BVFB Status:

501c3 – independent nonprofit Organization IRS Qualified Church Organizations

The agency must have qualified under Section 501(c)3 of the Internal Revenue Service (IRS) Code as a tax-exempt organization.

or

Be a church or other religious organization as described in Section 170(c)2 of the IRS Code to which deductible contributions may be made.

To demonstrate this, the potential partner agency must present one of the following:

- Determination letter from the IRS. A determination from the IRS that is an "advance ruling" will only be acceptable during the period before a final ruling must be issued.
- IRS listing an agency's listing in the current edition of the IRS Cumulative List of Organizations.
- Group exemptions An agency which is a subsidiary of a larger 501(c)3 status must submit a copy of the larger organization's status (i.e., a local Catholic Church may submit the national Catholic exemption letter).
- Unincorporated church Any applicant organization which is a church and does not have 501(c)3 status must submit a Church Qualifier Application completed and signed by the Chief Executive Officer affirming that the organization is in fact a church and has not applied to the IRS for 501(c)3 status and been denied, has not had its 501(c)3 status revoked by the IRS, and essentially meets the criteria employed by the IRS in defining a church.

In addition to meeting the criteria of being a tax-exempt organization or church, partner agencies must:

- Feed the needy, the ill, and/or children (defined as all children under the age of 18)
- Supply food directly to clients in the form of meals or food bags and/or boxes regularly at least once a month on set scheduled days and hours.
  - \*The schedule must be made and displayed publicly so the community is aware of the program.
- Strictly adhere to eligibility criteria for distribution of food that is part of state and/or federal programs. Some of BVFB's product is obtained through government channels (USDA/TDA) and thus has restrictions regarding its distribution. Specific criteria, policy, and procedure can be found in <a href="The Emergency Food Assistance Program(TEFAP)Handbook">TEFAP)Handbook</a>, see Appendix, page 66 or by contacting the Agency Relations/Mobile Pantry Coordinator at BVFB.
- Distribute all BVFB product to all persons who qualify for food assistance and not discriminate against any person based on one's race, color, citizenship, religious status, gender, sexual orientation, gender identity or expression, national origin, ancestry, age, marital status, disability, political affiliation, unfavorable discharge from the military or status as a protected veteran.
- Have the capacity to receive, store, and distribute food safely and efficiently according to BVFB standards
- Serve a minimum of 50% low-income clients if providing recreational services for which tuition or fees are charged. Primary service must be to individuals in need.
- Conform to the Agency Agreement and Liability Release standard as set forth by BVFB to maintain membership status.
- Be a member of and receive services from only BVFB (and no other Food Bank).
- Agree to support the BVFB with per pound Shared Maintenance\* contribution.
  - \* Collecting, sorting, packaging, handling, and storing food costs money. Partner agencies agree to help off-set a portion of these costs through a Shared Maintenance fee that is assessed on product received. The current fee is 15 19 cents (15-19¢) per pound. There is no Shared Maintenance fee on perishable products (breads and produce). Additional costs may be incurred by partner agencies who select products acquired through purchase.
- Be licensed or certified by health authorities, if required by the County.
- Allow monitoring by BVFB representatives (staff or volunteers) as requested.
- Limit food requested to an amount that can be distributed or consumed within a period of 30 days.
- Agree to contact BVFB before soliciting food from major donors manufacturers, processors, distributors, brokers, wholesalers, etc.
- Keep records on clients (food pantries) and on food distribution and make those records available to a BVFB representative as requested.
- Use BVFB products only in a manner related to its exempt purpose and solely for the feeding of people in need stated by the Agency Agreement.
- Notify the BVFB of any changes in programs, personnel, addresses, contact phone numbers, and e-mail addresses.
- Complete Food Safety Certification and maintain certification by at least one staff/volunteer while agency is a Partner Agency, see Appendix, page 48 for training opportunities.
- Conduct and document annual Civil Rights Training with all of your staff/volunteers annually, see Appendix, page 72 and 73.
- Maintain temperature logs on any refrigerators/freezers at your site, see Appendix, page 127.
- Maintain pest control of food distribution storage and distribution site with supporting documentation.
- Agree NOT to:
  - 1. sell food received from BVFB
  - 2. exchange food received from the BVFB for good, services, or donations
  - 3. charge for meals served or food bags and/or boxes distributed.

### **Process to Become a BVFB Partner Agency**



#### A. Meet Minimum Standards:

Carefully review the Minimum Standards outlined in the "Minimum Standards Required to Become a Partner Agency" section of this manual. If your feeding program can adhere to these minimum standards, proceed to step B.

#### B. Complete BVFB Application:

Complete the partner agency application, make copies of all required documentation outlined in the application, and return all paperwork to the BVFB Agency Relations/Mobile Pantry Coordinator. This application can be found on our website (<a href="www.bvfb.org">www.bvfb.org</a>) or by contacting the Agency Relations/Mobile Pantry Coordinator at (979) 779-3663 ext. 110.

- If the feeding program will occur at a church, the pastor of the church must sign off on the application, giving permission for use of the church (and/or its associated buildings).
- If a partner agency wishes to utilize BVFB products for more than one feeding program, a separate application must be submitted for each program.

#### C. Pass a Site Inspection by a BVFB Representative:

- 1. The Partner Agency must have adequate, clean, dry storage for all products received from the BVFB at any one time.
  - a. Product must be:
    - Stored in a secure room that will prevent entry of bugs and rodents.
    - Stored on non-porous surfaces (no bare wood, rusty metal, or shelf-liner). Paint wood/metal with light-colored, oil-based enamel paint.
    - Stored properly. No repackaging of products.
    - Kept, whether in bags or boxes, six (6) inches off the floor. Storage on pallets or shelves four (4) inches of clearance from the floor and walls and two (2) feet of clearance from the ceiling.
    - Stored safely. The Agency guarantees that non-food items are stored separately from food. Non-food items should not be stored above or mingled with food. Do not store near steam or heat.
    - Kept in a clean and orderly area.
      - a. Refrigerators and freezers should be wiped down as soon as spills occur.
      - b. Cleanliness is defined as the site being free of spills, debris, and waste.

- 2. The Agency must keep the temperature of the pantry at a level that maintains the integrity of the food and product being stored there. Proper ventilation is important.
- 3. If the Agency receives perishable food from BVFB (produce, frozen items, etc.), it guarantees that it has adequate cooler and freezer space to store, transport, and deliver it safely.
- 4. The Agency must store all perishable items at safe temperatures.
  - a. Average safe temperature for refrigerators is 34°F to 40°F.
  - b. Average safe temperature for freezers is -15°F to 0°F.
- 5. The Agency agrees to maintain temperature logs, recorded every 48 hours. All refrigerators and freezers are required to have thermometers.
- 6. The Agency must have visually displayed state licensed pesticide application.
- 7. The Agency must have reasonable fire protection measures in place (i.e., fire extinguishers).
- 8. If the Agency distributes USDA Commodities, the Agency confirms:
  - All USDA grain products (flour, corn meal, rice, etc.) must be kept under 70 degrees Fahrenheit or refrigerated from May to September to deter contamination by pest invasion.
  - Must store USDA Commodities in a manner in which they are distinguishable from non-USDA Commodities in the storage area or unit.

#### D. Be Voted in by BVFB's New Agency Approval Committee (NAAC):

BVFB's NAAC will review your application as it is received. The information contained in your application, the outcome of your site visit, and confidence that the BVFB Agency Relations Coordinator has in your ability to adhere to all standards are taken into consideration by the NAAC before voting. The BVFB Agency Relations/Mobile Pantry Coordinator will give their opinion based on your program's demonstrated organization, structure, sustainability, and capacity to serve the targeted population.

\*Please ensure the application is legible, thoroughly completed, and clearly describes your program (or intended program).

#### E. Notification of Outcome of NAAC Vote:

If not voted in, your agency will be contacted via writing by the BVFB Agency Relations Coordinator and notified of the decision. This written notification will be sent via email and US Mail.

If voted in, your agency will be contacted via writing by the BVFB Agency Relations Coordinator and notified of the decision. This notification will be sent via email and US Mail.

\*Once an agency is voted in and notified of this decision, the agency is required to register their program with 211 – First Call for Help. This can be done by calling the local United Way at (979) 696-4483 and asking to speak to the Director of I&R Services.

# Commonly Asked Questions once approved as a BVFB Partner Agency

#### How soon can I order food?

Agencies can order food once they have been approved by the NAAC and gone through new agency orientation. New agency orientation will typically take place within 1-2 weeks after a formal NAAC approval.

# Can we pick up our order or have it delivered?

Either option is available for all partner agencies. Delivery is only available to orders over 1,500 pounds.

#### How do I place an order?

A link to the online ordering website can be found on the Agency Portal of the BVFB website. Your agency will receive login info upon acceptance.

#### How often can we order food?

Your agency may order food as often as your agency needs and is able to support.

#### How do I pay my invoice?

New partner agencies are expected to pay invoices upon receipt of product. After this period, partners can use their current statements which can be downloaded from the portal – see page 41

## Causes for Termination as a BVFB Partner Agency

Any violation of the requirements listed below may result in agency suspension or termination:

- Charging fees for meals, food boxes, or individual products from BVFB.
- Failing to meet Health Department and/or BVFB standards governing food storage, preparation, handling, and security, please see pages 32-33.
- Allowing substantial balances due to the BVFB to remain after repeated requests for payment have been made.
- Writing bad checks to the BVFB to pay shared maintenance.
- Failure to be available for two consecutive scheduled monitoring visits during stated distribution hours and/or to be accessible at given telephone numbers.
- Giving "on-site only" products to clients in off-site programs (if agency operates both kinds of programs).
- Selling, bartering, or exchanging BVFB product for profit or gain.
- Disclosing or discussing confidential client information without the expressed prior written consent of the food recipient (i.e., the client).
  - O BVFB representatives will ask to see client records when necessary. It is an expectation that a partner agency will allow BVFB to see those records unless the agency has a legitimate and necessary client confidentiality policy in effect. Refusing to let BVFB representatives view records may result in disciplinary action and will be handled on a case-by-case basis.
- Falsifying records, statistical reports, and/or agency distributions.
- Lack of security at the agency site which could cause BVFB product to be lost or stolen, see Appendix, pages 69-70.
- Mistreatment of food recipients. Each client should be treated with respect and dignity.
- Discrimination against food recipients. All clients should be treated fairly and equally, see Appendix, page 72.
- Agency does not open during posted/advertised hours without prior notice.

# **Accessing Product**

# Disclaimer of warranties and limitation of liability

BVFB provides its partner agencies food and other grocery products on an "as is" basis and does not make any express or implied warranties of the food or grocery products it distributes. Further, the BVFB qualifies for the liability limitations of the <u>Bill Emerson Good Samaritan Food Donation Act</u> when it distributes donations of apparently wholesome food and apparently fit grocery products. This federal law is applicable so long as BVFB acts in good faith, but it does not apply if damages are the result of intentional acts or gross negligence. This law may also be applicable to agencies depending on the facts and circumstances. The applicable state law is the Good Faith Donor Act. This law of the land states that a corporation which donates apparently wholesome food to a non-profit organization for distribution to the hungry is not subject to civil or criminal liability that arises from the condition of the food.

#### The Language: The Good Faith Donor Act

**Section 1.** This Act may be cited as the Good Faith Donor Act.

#### **Section 2.** In this Act:

- (1) "Apparently wholesome food" means food that meets all quality standards of local, county, state, and federal agricultural and health laws and rules, even though the food is not readily marketable due to appearance, age, freshness, grade, size, surplus, or other condition, but does not include canned goods that are leaking, swollen, dented on a seam, or no longer airtight.
- (2) <u>"Nonprofit organization"</u> means an incorporated or unincorporated organization that has been established and is operating for religious, charitable, or educational purposes and that does not distribute any of its income to its members, directors, or officers.
- (3) <u>"Intentional misconduct"</u> means conduct that the person acting knows is harmful to the health or wellbeing of another person.
- (4) "Donate" means to give without requiring anything of monetary value from the donee.
- (5) "Person" means an individual, corporation, partnership, organization, or association.

#### Section 3

- (A) A person who donates apparently wholesome food to a nonprofit organization for distribution to the needy is not subject to civil criminal liability that arises from the condition of the food, unless an injury or death results from an act or omission of the person that constitutes gross negligence, recklessness, or intentional misconduct.
- (B) A nonprofit organization that distributes apparently wholesome food to the needy at no charge and that substantially complies with applicable local, county, state, and federal laws and rules regarding the storage and handling of food for distribution to the public is not subject to civil or criminal liability that arise from the condition of the food, unless an injury or death results from an act or omission of the organization that constitutes gross negligence, recklessness, or intentional misconduct.
- (C) The Act does not create any liability.

#### Section 4.

This Act applies to liability for food donated on or after the effective date of this Act. Acts 1981, 67th Leg., p. 1003, ch. 381, effective June 10, 1981.

To protect the flow of donations, questions and concerns about Food Bank product should be handled through the Food Bank. Please reach out to the Agency Relations/Mobile Pantry coordinator with any questions.

## **Ordering Products**

The BVFB makes non-perishable and frozen products available to partner agencies through an online order form that can be accessed on BVFB's website: <a href="www.bvfb.org">www.bvfb.org</a>.

As food donations are received, processed, and inventoried, they are entered into BVFB's computerized inventory system, see Appendix, page 92 and 103. The order system you find on BVFB's website is pulled directly from this computerized inventory. Partner agency orders must be placed online. Instructions for how to access your online account will be provided during your Agency Orientation. As part of your agency's onboarding process, the Agency Relations/Mobile Pantry Coordinator will contact your agency to schedule your orientation.

Product on the online shopping list is sorted as follows:

- Product
- Storage
- Packing
- Type
- Category
- Price
- Weight

With options to further sort/filter through the following:

- Storage
- Type
- Category

#### **Perishable Items**

Perishable items, such breads, assorted frozen food, and produce are not listed as a regular order item on BVFB's online shopping list.

Partner agencies may indicate in the comment section (located at the checkout screen) that they would like to receive perishable items and indicate how many <u>households</u> they anticipate serving with requested perishable items.

An agency may request perishable items in the form of "Breads and Sweets" and/or "Produce." The breads/sweets, and produce will be supplied from the breads/sweets and produce BVFB has been given and has available at the time of delivery.

#### **Order Limitations**

Agencies can only order items they are eligible for and the amount of allocated items that have been designated for their program. Ineligible items ordered by the agency or beyond allocated limits will be deleted from an agencies order.

Examples: An afterschool program is not eligible to receive family boxes, or a single agency would not be able to order all inventory of one product.

## **BVFB Order Pickup Requirements/Instructions**

Due to the time it takes to physically pull and stage a partner agency order, orders for pick up must be submitted a full 3 business days (72 hours) before the requested pick-up date.

- 1. Because of safety concerns, we ask that no more than 3 people per agency come to pick-up food.
- 2. Also, please be aware that from time to time we may place limits on certain items of which we have limited quantities. This is in an effort to ensure the most equitable distribution as possible.
- 3. Agency representatives are allowed <u>only in designated areas.</u>
- 4. Agencies will not be permitted to accept product if the vehicle in which they intend to transport product is unsafe or unsanitary.
- 5. Agencies ordering refrigerated or frozen product will not be permitted to accept said product with no means to safely transport product (i.e., coolers, a freezer blanket, or refrigerated truck).
- 6. BVFB will not tolerate individuals who become abusive verbally, physically, or in any other way toward BVFB staff, volunteers, or other member agencies. If this occurs in the warehouse, or any other instance while conducting business with BVFB, progressive disciplinary action will be taken against the agency which the individual represents.
- 7. It is your agency's responsibility to double check the invoice for accuracy and sign the invoice. Invoices must be kept on file by your agency for 3 years and 90 days. BVFB cannot be responsible for order discrepancies involving hand loaded orders if BVFB is not notified prior to the agency leaving the pickup area.
- 8. If you discover a discrepancy in your pre-ordered order once you return to your site, it must be reported to BVFB within 1 business day of the pick-up date of the order to receive any type of credit. Your agency will need to fill out a credit slip and return it to the Distribution Manager. Please see the attached credit slip, see Appendix, page 106.

#### **Sanitation and Safety Requirements**

- 1. Smoking, drinking, and eating are not permitted in the warehouse or dock area.
- 2. High heels and open-toed shoes are not permitted in the warehouse.
- 3. No children under the age of 16 are allowed in the warehouse. Do not leave children or pets unattended by an adult in vehicles in the loading zone.
- 4. Agency representatives are expected to exercise good judgment and to refrain from any activity that would pose a hazard to themselves or others.
- 5. Notify Food Bank staff immediately of any hazardous conditions in the loading area.

When your scheduled order pick-up date arrives, you should arrive at your appointment time. We recognize that situations occur which may prohibit an agency from picking up an order as scheduled.

If this occurs, you MUST notify the BVFB Warehouse Administrator by calling 979-779-3663 ext. 101 prior to your scheduled pick-up time and we will be happy to reschedule your pick-up.

#### **Picking Up Order Location at BVFB**

The Edge Dock was constructed specifically for partner agencies, grocery store pick-up, donors and BVFB smaller trucks. The dock is located in the Volunteer Parking lot that is gated off of Independence Avenue. Dock hours are Monday-Friday, 8:30am – 4:00pm.

- 1. Drive or back up to the ramp until the front/back of your vehicle reaches the marker (blue bucket with mirror).
- 2. Turn your vehicle off and ring the doorbell to the left of the sign.

A detailed Dock Instructions Form can be found in the, see Appendix, page 107.

\*Note: If you are pulling a trailer, please park at the end of the ramp, walk up the ramp and ring the doorbell. A BVFB staff member will assist you in the best way to proceed from there.

## **BVFB Order Delivery Requirements/Instructions**

BVFB is pleased to offer order delivery to any partner agency that would like to utilize this service.

#### **Requirements for Delivery:**

Order must have a minimum weight of 1,500 lbs. – no exceptions. Please note that the 1,500 pounds total excludes breads, sweets and produce weight. If delivery is requested, and minimum weight has not been met on an order, the partner agency will be notified that that order is ineligible unless the order is increased to 1,500 lbs.

#### **Cost of Delivery**

The service fee for delivery is \$0.55/mile until further notice. Please note that this policy and the established delivery rate will be reviewed periodically and could change depending upon our actual delivery costs. If the rate changes, you will be notified in writing as soon as possible.

#### **How to Schedule a Delivery**

Arrange the day of the week, date, and specific time you would like your delivery on a recurring basis with BVFB's Warehouse Coordinator 979-779-3663, ext. 101. Please know that BVFB may have to request different delivery dates and times based upon the responsibilities and prior commitments BVFB is facing that week. Please do not assume that your order will be delivered at the time requested without confirming date/time with the Warehouse Coordinator.

#### Things to Keep in Mind when Designating your Desired Delivery Date and Time

Partner agencies must submit their order for delivery a full 4 business days before pre-arranged delivery date and time. Truck availability is limited, and every effort will be made to accommodate delivery requests, see Appendix, page 105.

It is important to communicate any changes in email to the Agency Relations/Mobile Pantry Coordinator and the Warehouse Coordinator so that the most current email for your agency is on file.

#### Partner Agency Requirements upon Delivery

- The BVFB driver will off load the product to the curb only at your designated facility. Be aware that you must have personnel/volunteers at your site to further move the product where your agency wishes to store/distribute it on-site.
- BVFB staff and/or volunteers will not move the product to your storage area or stock your shelves.

#### **Credits**

Please inspect your delivery upon receipt and compare to your invoice. You may return any items on your delivery received in error, or any product unsafe to distribute (such as spoiled produce, or compromised packaging).

To report errors and correct an order, email completed Credit Slip Form to BVFB Distribution Manager, see Appendix, page 106.

#### Other

If you would like to return pallets, banana boxes, and/or watermelon bins to BVFB via at the time of your next BVFB delivery, please do the following:

- Stack these items in a place accessible by pallet jack.
- Remove all trash items (leftover items, plastic wrap, paper)

If you have any questions or special request, please reach out to the Warehouse Administrator at 979-779-3663 ext. 101.

## **Inclement Weather Policy**

#### **Closings**

In the case of inclement weather, the BVFB will follow the determination of the Bryan Independent School District (BISD). If the BISD cancels classes, then the BVFB will close. If the BISD determines that school will have a delayed start, then the BVFB will observe that schedule as well. If we do delay opening/close, we will contact you to reschedule your appointment on the next business day that we are open.

#### **Deliveries**

Severe weather in your agency's area may mean a delivery by BVFB is not safe or feasible. BVFB will make every effort to maintain our delivery schedule, keeping in mind the safety of our staff. These instances will be handled on a case-by-case basis, in communication with your agency.

# **Handling Food Safely**

#### **Hand Washing**

Proper hygiene and hand washing are the basis of food safety. Agencies are required to post hand washing signs near all sinks at their site.

#### **Safe Food Handling**

Food safety is an important public health issue. The BVFB network exists out of compassion and a desire to help others, and the last thing BVFB wants is for someone to become sick from the food they receive. Partner agencies must implement food handling measures to ensure that product being distributed is safe. Food safety training is required for our partner agencies to ensure our partners are equipped to store and distribute food safely. Partner agencies may obtain food safety certification on their own, from online classes, or local health department offerings. BVFB offers periodic food safety training opportunities for food pantry partners, see Appendix, page 46.

#### **Food Storage**

Once food is received from BVFB, it generally must be stored by the partner agency for a period of time before it is distributed to people in need. The following food storage guidelines highlight practices partner agencies should follow, but are not meant to be an inclusive list:

- Food must be stored in a clean storage area, free of dirt, bacteria, pests, and other contaminants.
- The storage area for non-perishables should be dry and the temperature should be at a level that maintains the integrity of the food and product being stored there. Proper ventilation is important.
- Product must be kept off the floor, at least six inches from the ground by utilizing shelving or tables.
- The storage area should be orderly and organized in a manner conducive to efficient distribution and product rotation.
- The rotation of non-perishable products stored in your pantry should take place each time you restock the pantry with new products or every 30 days, whichever is first. The First-In First-Out (FIFO) product rotation method is the practice of moving older currently stocked products to the front of the shelves, while storing newer products behind. Remember the larger your inventory, the more frequently you should rotate products so that the freshest items are always being distributed to your clients.
- Baby food and formula must not be distributed after the expiration date. All baby food and formula products stored that are beyond date of expiration must be discarded and not distributed to clients.
  - Household products, like cleaners, should be stored in an area separate from food.

#### Refrigeration

To properly store perishable and frozen items, partner agencies must have adequate refrigeration equipment and utilize thermometers to ensure temperatures remain consistent.

- \* Refrigerators must be kept between 34 and 40 degrees.
- \* Freezer temperatures must be between -15 and 0 degrees.
- \* Agencies are required to maintain temperature logs, recorded every 48 hours while there is BVFB product in the unit. All refrigerators and freezers are required to have thermometers.

#### Sanitation

Keeping equipment and work surfaces clean and free of bacteria is critical to food safety. Cleaning is the removal of food and other types of soil from a surface. Sanitizing reduces the microorganisms on a surface to a safe level. Remember that cleaning and sanitizing must go hand in hand! You should clean and sanitize:

- Each time you use a surface
- When you are interrupted during a task
- When you begin working with another type of food
- At least every four hours during continual use of a surface or piece of equipment
- Any spills in food storage areas, whether on shelving, floor, or walls



### **Pest Control**

Partner agencies must take reasonable precautions to protect against pest infestation. Pest prevention and control programs can be maintained by agency staff, volunteers, and/or a contracted source – whatever is determined as most appropriate by the member agency.

If an agency maintains its own pest control, the agency must keep detailed records on chemicals used, where they were used, date used, and by whom.

If an agency uses a contracted source for pest control, invoices must be maintained for three years and 90 days. The Agency must have visually displayed state licensed pesticide application.

### Recommendations for Pest Prevention

- Keep food storage area clean and free of debris, ensuring that all stored products are sealed properly.
- Inspect the food storage area every 30 days for signs of pest infestation. BVFB recommends that you document findings on the BVFB Pest Control Report located on the Agency Portal.
- Use poison- free devices in the storage area.

### Recommendations for Ridding a Pest Infestation

- Inspect food storage areas to determine the type of pest and the level of treatment needed to resolve the infestation and take immediate action to treat the area accordingly.
- Remove food products from the storage area if there is a possibility of toxic pesticide exposure during treatment.
- Inspect stored products to ensure that no damage or infestation has occurred once evidence of pest has been determined. Discard any damaged products.

# Distributing Food to Those in Need

## **Appropriate Use of Product from BVFB**

The community donates food and household products to BVFB with the expectation that it will be utilized to assist people in need. In summary, food obtained from BVFB:

- Must be used to serve the ill, needy, or infants (minor children).
- Must be distributed to individuals in need free of charge, with absolutely no conditions levied or implied.

## **Eligibility Requirements**

The USDA has set income guidelines that BVFB supports, and agencies must adhere to when determining client eligibility. These income guidelines are updated yearly in July and are based on 185% of the Federal Poverty Level. Contact the Agency Relations/Mobile Pantry Coordinator for this year's current income guidelines.

Partner agencies must utilize some criteria for ensuring that products distributed by the program(s) will be received by the ill, needy, or children as outlined in Section 170 (e)(3) of the Internal Revenue Code.

### **Definitions**

- **Needy** A needy person is a person who lacks the necessities of life, involving physical, mental, or emotional well-being, as a result of poverty or temporary distress. Examples include a person who is financially impoverished as a result of low income and lack of financial resources.
- **Infant** An infant is a minor child as determined under the laws of the jurisdiction in which the child resides.
- ILL The definitions for ill are numerous. Some examples of an ill person include but are not limited to:
  - A person suffering from a physical injury
  - A person with an existing disability, whether from birth or a later injury
  - A person suffering from malnutrition
  - A person with a disease, sickness, or infection which significantly impairs their physical health
  - A person partially or totally incapable of self-care (including incapacity due to old age)

BVFB leaves certain criteria to the discretion of the partner agency, however all partner agencies must provide written documentation of their criteria and outline the procedure that is used to determine whether clients of their food program(s) meet the criteria. Agency determined criteria are:

- Agency service area
- Frequency of service provided to clients. Pantry service must be available at least once per month to each client.
- \*The criteria must be posted in a place where prospective clients have the ability to view the criteria prior to receiving services.

## **How Much Food to Distribute**

Determining the quantity of food to be provided to an individual or family is completely up to the member agency. From time to time, new members ask for help in determining reasonable quantities.

Foods to Encourage (F2E) is Feeding America's approach to estimate the nutritional contributions of food categories in food banks' inventories. The product categories within F2E are consistently inclusive of food items that meet the USDA Dietary Guidelines for Americans, such as fruits, vegetables, proteins, dairy and whole grains. Currently, these foods are classified as Nutritious foods, and each agencies' distribution of these nutritious items are reported out to partner agencies annually in site visit dashboards.

In 2020, Healthy Eating Research (HER) released new nutritional guidance for the charitable feeding system. BVFB is preparing to categorize our food inventory in P2 by HER guidelines to offer our partner agencies some guidance on selecting the most nutritious items we have available.

### In general:

- On-site feeding programs that serve meals serve one meal per person, with second helpings available as resources allow.
- Food pantries typically base the amount of food provided on household size and how frequently clients are allowed to visit the pantry. For example, food pantries that restrict service to once per month will generally provide more groceries for each household than a pantry that allows clients to receive service once every two weeks. Likewise, household size impacts the amount of groceries given, as a family of four will consume more than a family of two. By tracking both the average number of clients and the amount of specific foods generally available at the agency, you can determine a specified amount of food each household receives. Food pantries can use a variety of systems to determine quantity and variety of food items to distribute to households, accounting for household size, nutritional content of foods, see Appendix, page 36.

## **How to Distribute Food: Client Choice**

The concept of "client choice" is focused on creating an atmosphere of dignity for the client. This includes considering the service hours that are most conducive to your target population, ensuring the clients are respected by program volunteers and staff, and giving clients the option of choosing what food supplies are the most needed by their families.

Many food pantries follow the practice of pre-bagging groceries for clients. While this may be convenient for the agency, it does not take into account the special needs of each client that visits the pantry. Pre-assembled grocery bags may contain items the client household is unfamiliar with, allergic to, unable to consume based on dietary restrictions, or able to get from other sources, such as WIC. In these situations, the food pantry is utilizing resources to obtain and distribute products that are neither helpful nor useful to their target population. Since pre-bagged options generally contain similar items, the model assumes that food needs for every household are virtually the same, which is almost never true.

BVFB recommends a client choice model to enable agencies to have a greater impact in their community. Client choice models take a number of different forms but generally focus on allowing clients to make choices within specific categories of product and with limits based on household size as to how much product can be selected within each category, see Appendix, page 133.

The client choice model provides a number of benefits to the agency and its volunteers and clients:

- The <u>client experience</u> is enhanced as those seeking assistance feel more as if they are shopping than receiving a hand-out, and they are able to obtain the products their household wants and needs.
- The <u>volunteer experience</u> is enhanced as focus shifts from handling/bagging food to a more client centered interaction in which the volunteer helps

clients choose the items they need and want.

• The impact of the agency's pantry program is greater as clients have a positive experience and are able to choose the right products for their family, maximizing resources invested by the agency and making a real difference in the lives of those it serves. The agency may also be able to offer more service hours as time that was spent bagging groceries could now be spent serving clients.



• Client choice distribution models also allow for more thoughtful and impactful nutrition education to implement, such as Nudges.

"Nudges" are passive strategies to encourage healthy food choices at Client Choice food pantries. BVFB's Nutrition Education team can assist Client Choice food pantries in implementing Nudges at their food pantry.



Nudges use targeted techniques, such organizing shelving at a food pantry to display healthier foods at eye level, to encourage people to choose those foods. Some other nudges that we have implemented are: colorful signage to encourage consumption of produce and whole grains, cooking demonstrations to guide consumers on how to prepare healthy food, updating the pantry environment using produce displays and shelving, and re-organizing pantry layout.

Agencies who are interested in hosting our Nutrition Education services at their location or would like information on the services provided by the Nutrition Education Team can contact our Nutrition Education Coordinator at (979) 779-3663 ext. 109.

# Record Keeping Requirements and Monitoring

Agencies must maintain records relating to the food received from BVFB and how it was distributed. The following records must be maintained at the program site (point of distribution) for a period of <u>at least three years and 90 days</u>.

- Household records (Intake forms) Food Pantries
- Tracking Clients at Each Distribution Food Pantries & On-Sites
- Financial Invoice and Statements Food Pantries & On-Sites

### More detail on each below:

• Household records (Intake forms): Food Pantries must keep original client intake forms for every household that visits the pantry. BVFB provides a Texas Department of Agriculture (TDA) approved intake form (H1555) on the Agency Portal that collects all the appropriate client information (name, address, number of household members, demographics, income, etc.). BVFB partner pantries must use this TDA approved BVFB intake form, H1555, see Appendix, pages 76, 78 and 80. This intake form and more information regarding its use can be found in The Texas Emergency Food Assistance Program (TEFAP) Policies and Procedures Handbook, see Appendix, page 66, as well as in the Agency Portal on BVFB's website.

\*\*\*Your agency <u>cannot require</u> clients to provide additional information in order to receive food assistance.

- Tracking Clients at Each Distribution:
  - o **Food Pantries** must maintain an accurate record of households served at TEFAP distributions, in accordance with 7 CFR 251.10(a)(3). We recommend that partner agencies obtain signatures from the person receiving TEFAP food for the eligible household. This can be done through sign in sheets, or another method, but should include the date of service, and a listing of the households served. These records can be stored in paper form or electronically.
  - On-Site agencies are required to track how many meals and/or snacks were served. On-site Agencies must maintain an accurate record of households served at TEFAP distributions, in accordance with 7 CFR 251.10(a)(3). On-site Agency staff/volunteer can meet this requirement by maintaining a list of eligible applicants served at each distribution or by having the recipient sign a receipt or list at each distribution. This can be done through sign in sheets, or another method, but should include the date of service, and the number of meals and/or snacks served. These records can be stored in paper form or electronically.
- <u>Financial Invoices and Statements:</u> These documents detail the amount and type of products received from BVFB and any associated fees incurred. All invoices and statements can be found in an agency's account on the Primarius web window. Partner Agencies should maintain a printed copy on file.
- Any other pertinent correspondence between BVFB and the program.

### **Monthly Statistical Reports**

Agencies must complete a Partner Agency Monthly report providing BVFB with the information the agency has collected on intake forms and sign-in sheets, plus a few additional questions.

Data collected from Partner Agency Monthly reports allows BVFB to demonstrate to our affiliates (Feeding America and Houston Food Bank) aggregate demographic information of who needed food, demand met by geography and feeding program type, etc.

Monthly statistical reports are to be submitted through your agency's profile on the Primarius Web Window. This monthly report should include the total number of households and individuals served through the agency each month. This report will ask for data on *New/Unique* households/individuals (New/Unique = served for the first time that year) as well as data on *All* households/individuals served in that month ('All' includes all the clients served that month, which includes the 'New/Unique' clients).

These reports are due by the 5th of the month following the service month (example: February's monthly report would be due no later than March 5<sup>th</sup>). The report provides BVFB with the information the agency has collected on intake forms, plus a few additional questions.

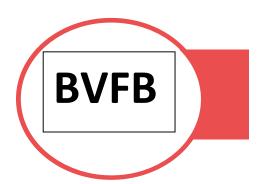
Please review the Statistics Entering Guide, see Appendix, page 134.

Contact the Agency Relations Coordinator for any other questions or concerns.



NOTE: Monthly reports should be fully completed each month (all blanks filled) and submitted by the 5th of the month following the service month. Any reports received incomplete will not be accepted and will be considered not submitted. Any agency not submitting monthly reports or submitting reports late will be put on hold and will not be allowed to order or receive product. Agencies will not be notified or reminded of monthly report due dates.

Monthly statistics should be entered each month by the 5<sup>th</sup> of the month following the service month. Any statistics entered incomplete will not be accepted and will be considered not submitted. Any agency that has not submitted stats will be placed on hold on the 6<sup>th</sup> of each month and will not be allowed to order or receive product until the stats are entered. Agencies will not be notified or reminded of monthly report due dates.



# PARTNER AGENCY FEES AND CHARGES

### INVOICES

Partner agencies receive a paper invoice with each order, detailing charges for that pick-up or delivery. Please check this invoice for accuracy. This invoice must be signed by a partner agency representative at pick up or upon delivery.

Agencies are expected to pay account balances in a timely fashion. Balances over 30 days due will be reviewed with the agency. Failure to pay overdue balances could result in the agency being placed on probation and/or termination.

# Payments need to be mailed to:

Brazos Valley Food Bank P.O. Box 74 Bryan, TX 77806

### **STATEMENTS**

A monthly statement, which summarizes activity for the month (i.e., is a culmination of paper order invoices for that month) is generated for every active program operated by an agency. Statements can be found on the Agency portal.

### Check your statements:

Partner agencies should cross reference all order invoices with their current statement on the Agency portal to ensure billing is correct, before paying.

Keep and store invoices and statements:

All agencies must keep BVFB invoices and statements on file for at least three (3) years and 90 days. BVFB representatives will ask to see these invoices when site visits are conducted.

### HOW TO PAY A STATEMENT

BVFB Statements can be paid in the following ways:

- Partner Agency issued check (NO personal checks accepted)
- Money order made payable to the Brazos Valley Food
- Credit Card payment with Partner Agency credit card
   (NO personal credit cards accepted)
- Payments should not be given to drivers during delivery

# **Probationary Status**

Agencies must comply with the following BVFB requirements to avoid being placed on probationary status.

These requirements include:

Annual Agreement Renewals Monthly statistical reporting Paying off invoice balances Participate in annual site visits Maintaining regularly scheduled service hours Ethical and fair treatment of clients

Keep required paperwork up to date, which includes:

- Food Certification
- Civil Rights Training
- Pest Control
- Current Client Complaint Procedure
- Temperature Logs
- Client Intake Forms, Sign In Sheets
- Invoices and Statements
- Board Notes when asked by BVFB

All agencies will be notified in advance in regard to any updates in requirements that may lead to a consequence of probationary status.

Failure to comply with BVFB requirements may result in probationary status, which means temporary loss of food bank membership privileges. If placed on probation, your agency will be alerted via the Primarius Web Window.

These temporary losses of food bank membership privileges may entail:

- Suspension from ordering BVFB product
- Suspension from BVFB delivery/pick-up
- Ineligible for Agency Grants/Funding

Our goal is to work with agencies to avoid probationary status. Should your agency have any questions regarding BVFB requirements, please reach out to the Agency Relations Coordinator.

\*Note: You may also hear probationary status referred to as being put "on-hold"

# **Complaint Process**

To ensure that our partners are handling all client complaints with integrity and transparency, BVFB requires all agencies to develop written procedures for client complaints.

This allows clients the ability to make a complaint to the agency directly and know who the correct point of contact is to do so. Below are the requirements for the written complaint procedures.

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

BVFB should be notified of all civil rights complaints. Civil Rights complaints against sites distributing TEFAP must be shared with TDA, within 3 days of the complaint.

If clients object to the religious character of your organization, your organization must make reasonable efforts to identify and refer clients to an alternate provider to which they have no objection. Agencies must use the Emergency Food Assistance Program and the Commodity Supplemental Food Program Beneficiary Referral Request form, see Appendix, pages 82, 84 and 85.

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

The posted complaint procedures may be brief but must include all the aforementioned requirements. Please see the Appendix for a sample written complaint procedure, pages 90 and 91.

# Site Visits with Food Bank Partner Agencies

### **Purposes, Frequency and Process**

Feeding America's assurances to its donors that food bank partner agencies are certified and are visited regularly by food bank staff has contributed to its growth and credibility as a network. The site visit demonstrates accountability, and accountability is what national manufacturers and grocers ask for in return for their contributions of food and non-food essentials.

BVFB's contractual obligations to the Houston Food Bank, Feeding America, and the USDA require that a BVFB official conduct at least one annual site visit with each of our partner agencies. This site visit is not intended to be a substitute for the agency's internal controls or supervision.

### **Process of Site Visit**

Each BVFB partner agency will be visited by the Agency Relations/Mobile Pantry Coordinator a minimum of once every year. Agencies that need to improve program implementation, record keeping, or storage may be visited more often until conditions are improved.

BVFB views site visits as an excellent opportunity to build relationships with our partners. Most of the contact between agencies and BVFB staff is done via email and telephone; however, annual site visits allow for important face-to-face communication.

- These visits give agencies an opportunity to share their thoughts and give insight into operations and reflect on how BVFB and the partner can continue an effective and meaningful relationship. BVFB can address these concerns only if our staff is aware of them.
- The site visits also are used to share information on new BVFB programs and other local agencies.
- Site visits give an agency a chance to show the good work it is doing for its clients and in its community.

The Agency Relations/Mobile Pantry Coordinator will send an e-mail message to inform the agency contact that a visit needs to be scheduled.

- When the BVFB representative sends an e-mail, it will include a date and time she/he will be in the area. Please do not assume that a site visit has been set up without confirming a time and date with the Agency Relations/Mobile Pantry Coordinator.
- Please note that agencies are generally notified about site visits, but they may be unannounced as needed. Unannounced visits are usually conducted when an agency is difficult to reach or there is evidence that there are compliance issues.

### What to Expect During a Site Visit

- ❖ The BVFB representative will talk to you in detail about your agency
- ❖ He/she will ask about programs that your agency runs, who it serves, its service area, hours of operation, the number of people or meals served, the agency's referral system, how it is funded, and its food sources (this list is not all inclusive).
- ❖ The BVFB representative also will discuss how the BVFB fits into your agency plan.
- ❖ The BVFB representative will discuss reports showing growth over the most current 4-year period, showing nutritional information of food distributed by the agency, a formula of meals served with the food distributed, clients served information, along with other information on the most current fiscal year.
- Storage and food preparation areas will be inspected to see if they meet BVFB specifications.
- Records such as invoices, intake forms, and pantry distribution forms will be checked.
- The BVFB representative will ask how BVFB services to your agency can be improved. He/she also will review BVFB programs that might be of interest to your agency.
- The BVFB representative also will ask if any information about your agency has changed, such as contacts, hours of operation, phone numbers, mailing addresses, etc.
- The BVFB representative will observe your agency's food distribution, or meal/snack service.
  - > See Appendix, pages 108, 120,121 and 123 for forms used during site visits

### If the BVFB Representative finds something that needs improvement during the Visit:

- If a storage or record keeping violation is minor, the BVFB representative will suggest how the agency can correct the situation.
  - The agency will be contacted via email if BVFB determines that there needs to be follow up. The BVFB staff person will give the agency a window of opportunity to correct the violation(s). At this point, the agency might be placed on probation.
  - ❖ A staff person may conduct a follow-up visit to determine if the problem has been corrected. If the problem has been corrected, the agency's status will be returned to "active in good standing". If not, the agency may be suspended or terminated.
- Major storage, record keeping, or other violations may result in immediate suspension by the representative with approval of the Programs Manager.
  - ❖ The agency will be notified in writing, no later than one week after the site visit, of action to be taken by the BVFB
  - ❖ The BVFB Executive Director will be notified when an agency is suspended or terminated.

# **County Meetings**

In an effort to better serve the Brazos Valley community, BVFB initiates partner meetings at least once a year. These meetings are intended to promote collaboration between our partners. We encourage our partners (especially those in the same county) to work together to fight food insecurity - you know your communities best!

The BVFB Agency Relations/Mobile Pantry Coordinator will facilitate meetings and be available for any questions or concerns that may arise. Each meeting topic will vary but will include topics such as: current events, distribution models, compliance updates, etc. The Agency Relations/Mobile Pantry Coordinator will also reach out to partner agencies ahead of time to seek input on potential county meeting topics.

Agency meetings are scheduled via email by the Agency Relations/Mobile Pantry Coordinator.

# **Training Opportunities**

BVFB periodically offers training opportunities for BVFB Partner Agencies on a variety of topics:

- Agency Conference past BVFB Agency Conferences have offered workshops on fundraising, media relations, grant writing, volunteer management, software, nutrition, burnout, client choice pantry setup, and others.
- Primarius Web Window (P2) Agency Training on using the Primarius Web Window (PWW) to place orders, report statistical information and pull invoices and statements, as needed.
- ServSafe Course Food Safety for Food Banking these courses will be offered at least twice a year. Food safety training is required for each partner agency. We have added this tailored training opportunity for Food Pantries at no cost to our partners.

BVFB Partner Agencies will be notified of upcoming training opportunities via email.

# **Contacting BVFB**

### **Physical Address**

1501 Independence Ave. Bryan, TX 77803

### **Main Telephone Number**

(979) 779-3663

### **Mailing Address**

P.O. Box 74 Bryan, TX 77806

### Fax Telephone Number

(979) 821-2111

# Website www.bvfb.org

BVFB encourages partner agencies to use our site to view Food Bank inventory, download forms, and to keep abreast of happenings at BVFB and agency partners.

## **Staff Positions with Relevant Responsibilities**

<b>Staff Position</b>	<b>Telephone Number</b>	<u>Responsibilities</u>
Programs Manager	(979) 779-3663 x 106	Grievances with BVFB
Distribution Manager	(979) 779-3663 x 103	Order Credits, Retail Pick-Up
Agency Relations/Mobile Pantry Coordinator	(979) 779-3663 x 110	Agency Questions, Reporting Requirements, Monitoring Questions
Warehouse Administrator	(979) 779-3663 x 101	Orders, Pickups, Deliveries
Finance Manager	(979) 779-3663 x 108	Statements and Payments
Assembly Coordinator	(979) 779-3663 x 102	Recalled Product Questions
Nutrition Education Coordinator	(979) 779-3663 x 109	Nutrition Information, Recipe Cards, Food Demos, Nudges
Benefits Assistance Coordinator	(979) 779-3663 x 105	Connect Clients to State Benefit Programs (SNAP, CHIP, etc.)
Together We Grow Program Coordinator	(979)779-3663 x 112	Refer clients to Together We Grow program

## **BVFB Hours of Operation/Availability**

### **BVFB Office**

Monday through Friday 8:30 am to 4:30 pm

### **BVFB Warehouse**

Monday through Friday 8:30 am to 4:00 pm

## **BVFB Staff Meetings**

BVFB holds quarterly staff meetings each calendar year. Both the warehouse and office will be closed so BVFB staff can attend the BVFB's Quarterly Staff Meeting. During the staff meetings, order deliveries or orders to be picked up are not permitted. All visitors to the BVFB during Quarterly Staff Meetings are turned away and asked to return after the meeting has ended.

Quarterly staff meeting dates will be communicated to BVFB partner agencies in advance by being posted on the announcements page of the Primarius Web Window and the 'home' screen of each agency's online profile.

## **Holiday Closing Schedule**

The BVFB will be closed every year on the following holidays. If the holiday falls on a Saturday, the holiday will be observed on the preceding Friday. If the holiday falls on a Sunday, the holiday will be observed on the following Monday. BVFB will notify agencies of any other closings by email.

New Year's Day Martin Luther King Day Good Friday Memorial Day Independence Day Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

# <u>Agency Changes</u>

If the previously approved program has changed significantly, but still wishes to receive food from the BVFB, the agency must:

- Submit an application for the new program to be reviewed by the NAAC, and
- Have the program monitored by the BVFB.

## **Inactive Agencies**

If an agency has not received food for nine (9) consecutive months, the BVFB will send a letter of inquiry to the agency via email and US Mail. If the agency wishes to resume food receivership, and the agency's program has not changed, the agency must:

- Submit a letter of intent to retain Partner Agency status and resume food receivership to the BVFB, and
- Have the program monitored by the BVFB.

If the agency does not respond in writing to the BVFB letter of inquiry within ten (10) business days, the agency's BVFB Partner Agency status will be terminated, and the agency will no longer be eligible to receive food from BVFB. The agency may respond, in writing, by either email or US Mail.

## Surveys

Surveys are meant to gather up-to-date information on each partner agency while others help to determine the quality of service provided by the Food Bank.

Some examples of surveys sent out include:

- Surveys accessing your agency's needs
  - o Trainings
  - o Funding
  - o Equipment Needs
- Surveys accessing your agency's volunteer capacity
  - Amount of volunteers
  - Need for volunteers
  - Volunteer trainings
- Surveys accessing your client's needs
  - o Products your clients like and do not like
  - o Other assistances your clients may be looking for
- Other survey topics as needed

Surveys are typically sent out via email to your agency's coordinator, and typically take 10-15 minutes to complete. Agencies are expected to respond to periodic BVFB surveys in a timely manner.

Should you have any questions regarding surveys or the nature of the contact in the survey, please contact the Agency Relations/Mobile Pantry Coordinator at (979) 779-3663 ext. 110

# **Useful Food Bank Terms**

<u>Term</u>	<u>Definition/Meaning</u>
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Agency Account Number	A number assigned to an agency in our inventory database. Each agency will use their Reference Number, Username, and Password to login to the Primarius Web Window. The Reference Number, Username, and Password are all based off of the Agency's Account Number. Agencies do not choose their own Reference Numbers, Usernames, or Passwords.
Agency Portal	The section of BVFB's website intended for the use of BVFB Partner Agencies. Agencies can find the link to the Primarius Web Window, documents, updates, and resources on the Agency Portal.
Assorted (Asst.)	An array of products packed under the same category. The item may contain different brand names, sizes, etc.
BVFB	Brazos Valley Food Bank
Commodities	Groceries or "food boxes"; also used to refer to USDA foods
Eugene Edge Dock	The Edge Dock is BVFB's agency loading area, located at the front of our building, through the volunteer parking lot
Food Bank	Charitable organization responsible for soliciting, collecting, sorting, storing, and distributing large quantities (bulk) of food. Food Banks distribute food to other charitable organizations, who, in turn, distribute the food to individuals.
Food Pantry	Organization that distributes groceries or food boxes/bags to individuals in need.
Invoice	An itemized list of products picked up or delivered to an agency. The invoice (aka bill or receipt) also lists the costs of the order. Received when you receive an order (either when picking up or receiving a delivery). Must be kept on file for 3 years and 90 days.
On Site Agency or Program	Programs that serve meals and/or snacks. This excludes pantries.
Primarius, or P2	Primarius/P2 is the inventory software BVFB uses to account for food in our warehouse for receiving, inventorying, and distributing to partners.
Primarius Web Window or "PWW"	PWW is the link agencies use to order product and submit stats to BVFB – this the agency "window" to P2.
Retail Pick-Up	The Retail Pick-Up Program is a partnership with grocers that allows food banks and affiliated agencies to pick up donations from local retailers (often perishable items, like bakery items)

Statement	Summary of account activity – payments, charges, invoices, and adjustments. Made available, through the online portal, to agencies once per month. Must be kept on file for 3 years and 90 days.
Shared Maintenance Fee	A handling fee paid to food banks by member agencies in return for services provided (operations of warehousing, distribution of donated food and grocery product).
Statistics (Stats)	Monthly reports, summarize activity completed by each agency each month. Each agency must submit the total number of individuals and households, or meals served (both new households and total households). Stats are due by the 7 <sup>th</sup> of the month following month reported. Must be kept on file for 3 years and 90 days.
Soup Kitchen	Charitable organization that serves (prepared) meals to individuals
The Emergency Food Assistance Program (TEFAP)	A federal program that helps supplement the diets of low-income Americans, including elderly people, by providing them with emergency food and nutrition assistance at no cost.
Texas Department of Agriculture (TDA)	A state agency within the state of Texas, which is responsible for matters pertaining to agriculture, rural community affairs, and related matters.
US Department of Agriculture (USDA)	The U.S. federal executive department responsible for developing and executing federal laws related to farming, forestry, and food
Sub-distributing	The act of distributing food to those other than the intended clients your agency is serving. Sub-distributing is not allowed, and partner agencies must contact the Agency Relations Coordinator if they have received too much BVFB product to distribute at their regular agency distribution.

# **APPENDIX**



## **Agency Agreement 2021-2022**

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

### **SECTION I.** Agency Criteria

#### The Agency:

- 1. Is a private, non-profit organization that has received a written determination letter from the Internal Revenue Service (IRS)\* that it is:
  - A. An organization described in Section 501(c)(3) of the IRS Code of 1954;

or

B. An indisputable church that is considered tax exempt under Section 501(c) (3).

\*The Agency will notify BVFB's Agency Relations/Mobile Pantry Coordinator (ARMPC) in writing, by email, immediately of any changes in its tax-exempt status.

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

### **SECTION II. Individuals Served**

### The Agency:

- Has criteria describing who it will serve and apply those criteria to all individuals on a non-discriminatory basis. The rules for acceptance and participation in the Agency's program are the same for everyone without regard to race, color, citizenship, religious status, gender, sexual orientation, gender identity or expression, national origin, ancestry, age, marital status, disability, political affiliation, unfavorable discharge from the military or status as a protected veteran.
- 2. Will not require any individual or household to join, attend meetings of, or pay dues to a specific organization as a condition for receiving food.
- 3. Will not require any individual or household to attend a religious or political meeting, make a statement of faith, or pledge membership to any religious or political organization in exchange for product received.
- 4. Will ensure that eligible clients are not refused food assistance for failure to make a donation, pay administrative fees or co-pays.
- 5. Must visually display a sign(s) onsite at the food pantry, if the Agency is a <u>public food</u> pantry, that list(s) the following:

Day and hours of food distribution

Most Recent Federal Income guidelines food recipients must meet to receive food
Geographic area served (city, county, zip code, etc.)

Must display onsite a sign if the Agency serves food on-site that lists the following:

Daily Menu

Health Permit, if applicable. or letter from local Health Department

Occupancy Permit, if applicable

Choking Poster, in dining area

Temperature Guidelines, in kitchen

- "All employees must wash hands before returning to work" sign, in bathroom
- 7. If the Agency distributes product received from BVFB, the Agency:
  - Must have the following visually displayed in the food distribution area, where clients can see and read:
    - "...And Justice for All" Sign provided by BVFB
    - All other required signage, as instructed by BVFB
  - Cannot require the individual or household to prove identity.
  - Cannot require a client to provide a social security card or any other documentation related to citizenship
    in order to receive food from the Agency.
  - Cannot require a statement from the household of income from other sources.
  - Must serve households with countable income that exceeds 185% of the federal poverty level, as well
    as households that prove an emergency food need, based on an unexpected, temporary and beyond
    the household's control emergency during the month or during the six consecutive months immediately
    prior.
    - Unexpected costs of a household crisis, include, but are not limited to necessary medical treatment of a household member; burial of a household member; the repair or replacement of the household's home, home's contents, or of the household's vehicle, because of household disaster (such as fire, flood, hurricanes, tornados, etc.).

#### SECTION III. Use of BVFB Product

The Agency:

- 1. <u>Understands that products received, acquired, obtained from BVFB always means food and nonfood products will be one or a combination of the following:</u>
  - Delivered to the agency from the BVFB warehouse
  - Picked up at the BVFB distribution warehouse from the Agency
  - Collected from Grocery store Retail Pick-Up Programs
  - <u>Donated at Food for Families Food Drives satellite drives</u>
  - Obtained by the Agency because of a partnership initiative by BVFB
  - And hereinafter referred to as "BVFB PRODUCT"
- 2. Guarantees that BVFB PRODUCT will be used only for distribution to those in need that the Agency serves. The Agency understands that BVFB reserves the right to limit the quantity and type of BVFB PRODUCT received by any Agency or program.
- 3. Ensures that BVFB PRODUCT will not be: sold, bartered, exchanged for monetary donations, fundraising, volunteer services/appreciation, property, or votes for political interest, used for personal use or community events, transferred out of BVFB service area, or allowed to re-enter commercial channels.
- 4. Agrees that it will comply with the restrictions on the use and transfer of donated property, as described in IRS Tax Code Section 170(e)(3) and any amendments to the Code (See the Federal Register/Vol. 47, No. 21/Monday, February 1982/Rules and Regulations, pp.4509-4512).
- 5. Agrees to adhere to additional stipulations specified by the donor of the product.
- 6. Is required to distribute BVFB PRODUCT a minimum of monthly to anyone in need.
- 7. Must not restrict food distribution by Agency internal policy.
- 8. Is required to distribute BVFB PRODUCT fairly and equitably among those who qualify for product.
- 9. Agrees to distribute the oldest BVFB PRODUCT first (First-In, First Out [FIFO]).

- 10. Agrees not to give BVFB PRODUCT to another agency or individual for sub-distribution without prior approval from BVFB. For approval, contact BVFB ARMPC by email.
- 11. Agrees that BVFB PRODUCT is for those in need for BVFB approved and monitored Agency programs only.
- 12. Agrees that BVFB PRODUCT received by the Agency will remain at all times subject to the restrictions set forth in this Agreement.

### **SECTION IV. Product Storage**

#### The Agency:

- 1. Ensures the safe and proper handling of BVFB PRODUCT, which conforms to all local, state, and federal regulations.
- 2. Must not store or distribute BVFB PRODUCT from any property that also serves as a private residence.
- 3. Will take all BVFB PRODUCT directly to the storage site that BVFB has approved, and will not store BVFB PRODUCT at sites not previously inspected and approved by BVFB
  - a. Any change in the location of the Agency or storage site must be reported to BVFB's ARMPC via email in a timely fashion.
- 4. Will inspect BVFB PRODUCT upon receipt and will not distribute unfit product.

\*The Agency has the right to refuse any BVFB PRODUCT that it feels is inferior or undesirable in any way. The Agency will contact BVFB Warehouse Administrator, via email, to report any unfit BVFB PRODUCT.

- 5. Will ensure that what was ordered is what was received. To report and correct orders, email completed Credit Memo/Product Return form to BVFB Warehouse Administrator.
- 6. Will NOT repackage BVFB PRODUCT
- 7. Will notify BVFB ARMPC, via email, immediately in case of damage, loss, or theft of BVFB PRODUCT.
- 8. Agrees that all pantries, food storage areas, refrigerators and freezers containing BVFB PRODUCT are to be kept separated and secured from all other Agency programs.
- 9. Must have adequate, clean, dry storage for all BVFB PRODUCT at any one time.
  - a. BVFB PRODUCT must be:
    - i. Stored in a secure room that will prevent entry of bugs and rodents.
    - ii. Stored on non-porous surfaces (no bare wood, rusty metal, or shelf-liner). Paint wood/metal with light-colored, oil-based enamel paint.
    - iii. Stored properly.
      - 1. Kept, whether in bags or boxes, off the floor.
      - 2. Storage on pallets or shelves with enough clearance from the floor and walls to allow for detection of pests and air circulation and two feet of clearance from the ceiling.
    - iv. Stored safely.
      - The Agency guarantees that non-food items are stored separately from food. Non-food items should not be stored above or mingled with food.
      - 2. Do not store near steam or heat.
    - v. Kept in a clean and orderly area. Refrigerators and freezers should be wiped down as soon as spills occur.
- 10. Agrees to keep the temperature of the pantry at a level that maintains the integrity of the BVFB PRODUCT being stored there. Proper ventilation is important.
- 11. Guarantees, if receives perishable BVFB PRODUCT (produce, baked goods, frozen items, etc.), that it has adequate space and transportation to store, transport and deliver it safely.
  - \*Adequate cooler and freezer space onsite is necessary for proper storage.

- 12. Agrees that perishable BVFB PRODUCT must be transported from the BVFB facility back to the Agency, from the Agency to any approved offsite distribution site or to home delivery using coolers and/or freezer blankets all year round.
- 13. Agrees to store all perishable BVFB PRODUCT at safe temperatures
  - a. Average safe temperature for refrigerators is 34 to 40 degrees F
  - b. Average safe temperature for freezers is -15 and -0 degrees F
- 14. Agrees to maintain temperature logs, documented every 48 hours. All refrigerators and freezers are required to have properly working thermometers.
- 15. Must have and publicly display its state licensed pesticide service certificate or service contract.
- 16. Must have reasonable fire protection measures in place (i.e., fire extinguishers).
- 17. If distributes United States Department of Agriculture (USDA)/The Emergency Food Assistance Program (TEFAP) Commodities acquired from BVFB:
  - Agrees to refrigerate all USDA/TEFAP grain products (flour, corn meal, rice, cereal, etc.) from May September to deter contamination by pest invasion.
  - Agrees to store USDA/TEFAP Commodities in a manner in which they are distinguishable from non-USDA/TEFAP Commodities in the storage area or unit.

### SECTION V. Feeding/Meal Sites

The Agency:

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

### SECTION VI. Required Paperwork

- 1. The Agency agrees to collect demographic and other information on every individual in the household served during each food distribution as reasonably requested by the BVFB.
- Food pantries distributing USDA/TEFAP Commodities acquired from BVFB must use the Household Application for USDA Donated Commodities, Form H1555 provided by BVFB (attached), annually to register its clients.

The Agency:

- a. Must provide each client a Participant Agreement, Rights, Obligations, and Fair Hearing Request form, along with H155, when client registers annually with food pantry.
- b. Agrees to always review and certify client-completed USDA Donated Commodities Form H1555.
- c. Ensures that individuals who do not meet the income guidelines will not receive USDA/TEFAP commodities unless the household can demonstrate an emergency need.
  - \*If USDA/TEFAP product is provided to an individual for an emergency related need, this must be documented on the completed H1555, selecting Emergency Need, and giving detail on the emergency need.
- 3. The Agency agrees to supply copies of client sign-in sheets along with Monthly Statistical Reports, when requested by BVFB

- 4. The Agency agrees to use the BVFB online system, Primarius Web Window, to:
  - a. Request BVFB PRODUCT
    - i. On-line orders must be submitted by midnight, 4 business days prior to desired delivery or pickup
  - . Complete and input Monthly Statistical Reports to BVFB no later than the 7th of each month.
    - i. Failure to comply may result in probationary status, which means temporary loss of food bank membership privileges
  - c. Pull monthly Financial Statements to be paid from Primarius Web Window each month
- 5. The Agency agrees to supply the following up to date documentation to the BVFB on an annual basis when requested:
  - a. IRS 501c3 letter

or

- b. Letter on church letterhead, signed by the pastor, stating that the church is listed with the IRS, plus a letter from the denomination office stating church affiliation or a copy of the regional or local directory and a copy of the page on which the church name appears
- c. Current Board list
- d. Minutes from last two Board meetings
- e. Service eligibility guidelines for clients receiving food from agency
- f. Description of program, services provided and hours of operation (any major program changes must be reported in a timely fashion to BVFB ARMPC via email)
- g. Civil Rights training affidavit and training log
- h. Certification of Food Safety Training
- i. Health inspection report issued through the city, county, or state (if applicable)
- j. Pest control agreement or proof of pest services
- k. Written procedures for client complaints [\*see section XI Client Complaints]

### SECTION VII. Administrative Matters Pertaining to TEFAP/USDA Commodities

If Agency acquires TEFAP/USDA Commodities from BVFB:

- The Agency is considered a sub-recipient of these Commodities which are considered a Fiscal Year 2013
  Federal Award from the United States Department of Agriculture (USDA) Emergency Food Assistance
  Program.
  - a. The Catalog of Federal Domestic Assistance (CFDA) number for this Federal Award is 10.596. The CFDA is a directory of the various Federal programs, projects, services, and activities that offer financial and nonfinancial assistance and benefits the American public.
  - b. The Grantor Pass-Through Number is 0016101-042K9.
  - c. BVFB's Duns & Bradstreet number is 94-625-1089.
- The Agency agrees to allow BVFB and BVFB's auditors access to the records and financial statements they
  deem reasonably necessary for BVFB to comply with Circular A-133 (standards for obtaining consistency and
  uniformity among Federal agencies for the audit of States, local governments, and non-profit organizations
  expending Federal awards)
- 3. BVFB requires that the sub-recipient Agency keep paperwork and data on file for three years and 90 days from the date of receipt of the TEFAP/USDA Commodities from BVFB.
- 4. In the case of loss, theft or damage of USDA product, the Agency must notify BVFB ARMPC immediately (no more than 3 days after the occurrence). The Agency agrees to comply with BVFB reporting procedures.

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

#### **SECTION VIII.** Monitoring

- 1. The Agency shall permit an annual pantry/kitchen and food storage monitoring visit, during a distribution of USDA Foods (groceries or snack/meal service), from representatives of BVFB, including access to Agency files, to ensure compliance with TEFAP and BVFB Agency Agreement requirements.
  - When possible, all portions (pantry/kitchen, food storage, and distribution inspection) of the annual monitor will take place in one visit. If that is not possible, two separate monitoring visits will be scheduled within the same calendar year.

- 2. The Agency must submit a copy of its written client intake procedure to BVFB prior to its annual monitoring visit.
- 3. If Annual monitoring visit indicates a corrective action plan is necessary, failure to comply with corrective action plan could result in termination, upon which the Agency loses all rights and privileges of food bank partnership. Upon termination, the Agency must re-apply for partnership with BVFB.

### SECTION IX. Fiscal Responsibilities

The Agency:

- 1. Agrees to pay shared maintenance fees in a timely fashion (i.e., within 30 days of receipt).
  - Delinquent reimbursement of shared maintenance contributions could be grounds for probationary status, which could mean temporary loss of food bank membership privileges.
- 2. Guarantees that shared maintenance fees will not be paid with cash or money orders.
- 3. Guarantees that shared maintenance payment will be in the form of a check issued from the Agency that is acting as the Fiscal Agent (i.e., the Agency with 501c3 status). A credit card can only be used for payment if the credit card is issued in the name of the Agency.

### SECTION X. Release of Liability

The Agency:

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

### **SECTION XI.** Client Complaints

Agency agrees to develop written procedures for client complaints.

- 1. These procedures must be shared with Agency volunteers and Board Members/trustees
- These procedures must be displayed in the food distribution area and must include in writing the names and contact information for who the complaint should be made to and how the complaint should be made. BVFB should not be the first point of contact for client complaints.
- 3. BVFB ARMPC must be notified via email of all civil rights complaints received by Agency within 72 hours of receipt. All Civil Rights complaints against sites distributing TEFAP received from BVFB will be shared with the Texas Department of Agriculture (TDA).
- 4. If clients object to the religious character of the Agency, the Agency must make reasonable efforts to identify and refer clients to an alternate food provider to which they have no objection. Agencies must use the TEFAP and CSFP Emergency Food Assistance Program Beneficiary Referral Request form to make referrals when requested.

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

### **SECTION XII.** Inactive Status

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

### **SECTION XIII.** Agreement Termination

- 1. This Agreement may be terminated by either party upon written notice to the other party with or without cause at any time.
- 2. This Agreement is valid for one year from the date of signature or until a new agreement is signed. The current agreement will remain in effect until the new agreement has been signed or BVFB received written notification from Agency of termination of partnership.

Agency Name		
Signature of legal head of Agency/Pantry or Pastor	Date	
Signature of BVFB Programs Manager	 Date	

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



# **Disaster Relief Memorandum of Understanding**

### **SECTION I. Agreement**

### **SECTION II. Purpose**

The purpose of this agreement is to establish a common understanding between both parties in collaborating to provide emergency food after the occurrence of disaster.

### The Brazos Valley Food Bank agrees to:

- Provide training and information on necessary BVFB disaster procedures to the Agency.
- Deliver orders of Disaster Relief Product to an agreed upon distribution point. Product is to be distributed by the Agency to disaster victims.
- Provide food product to Agency with no shared maintenance fee. The Disaster Relief Product will be available for distribution to the Agency as soon as possible, and additional product will be available for ordering from BVFB.

### **The Agency** agrees to:

- Distribute the food product from the distribution point agreed upon by both parties.
- Arrange for delivery of product from BVFB, possibly in multiple truckload quantities.
- Maintain hours of operations that are accepted by BVFB.
- Secure product before and during distribution.
  - Once the food has been delivered to the Agency, the product will be held for disaster relief purposes until BVFB releases the product. Once the items have been released your agency will receive an email from the ARMPC letting you know the items can be put into your inventory and you may use the food in your daily pantry operations.

### **Both Parties Agree to:**

- Keep each other informed as to any changes that may affect this agreement (including changes
  of points of contact).
- Appoint one individual to serve as a point of contact for purposes of this Agreement.

### **SECTION III. Termination & Removal**

This Agreement may be terminated by the following conditions:

- By BVFB upon written notice to the Agency with or without cause at any time.
- By the Agency upon providing written notice to BVFB thirty days prior to their removal.
- If an Agency ends its partnership with BVFB (outlined in the Agency Agreement).

<u>SECTION III. Term of Agreement</u> This agreement is valid for one year from the date of the last	signature.		
Shannon Avila Brazos Valley Food Bank	_	Date	
Signature of legal head of Agency, Name, Title	_	Date	
Agency Name	_		
Contact Information:			
Name of <b>Primary Contact</b> for Disaster Relief work:			<del></del>
Email Address:			
Phone number:			
Name of <b>Backup Contact</b> for Disaster Relief work:			· · · · · · · · · · · · · · · · · · ·
Email Address:			<del></del>
Phone number:			
Hours and Process of Disaster Operation (Hours during which you will distribute to disaster victims):			
MondayTuesdayWednesdayThursday	Friday	Saturday	Sunday
Please describe the process for disaster victims to get food f	rom your Suր	per Agency:	

# The Emergency Food Assistance Program (TEFAP) Policies & Procedures:

Agencies that receive TEFAP product must adhere to TEFAP policies, and as a sub-distributor of TEFAP product, it is the Brazos Valley Food Bank's (BVFB) responsibility to ensure that our partner agencies are informed of, and following, TEFAP policies.

Each year, BVFB gathers renewal paperwork from our Partner Agencies (your organization) and conducts a site visit to your organization. During this site visit, we review client records, inspect your storage space, and review agency documentation. TEFAP policies and procedures dictate some of the documents we collect annually, and some of the things we inspect during your visits.

In June 2017, BVFB was audited by the Texas Department of Agriculture (TDA). During this audit some updated TEFAP policies and procedures were brought to our attention, and TDA requested that we clarify updated TEFAP policies and procedures with our partner agencies.

With the exception of the Loss and Disposal policy, BVFB has informed all partner agencies of these TDA policies and procedures previously. This packet seeks to clarify those policies and procedures in one consolidated place, in an effort to make them easier to keep up with.

### **TDA Approved Intake Forms**

To ensure that intake forms used by pantry agencies distributing TEFAP product comply with TEFAP policies and regulations, intake forms must now be approved by the TDA before use.

BVFB's H1555 intake form has been approved by the TDA, which is why pantries must use the H1555 form provided by BVFB. The approved intake form is attached.

(see TEFAP Handbook, Sct. 4000 – Managing the Program, "Household Applications")

### **Civil Rights Training**

TEFAP policies require that staff and volunteers who interact with clients receiving TEFAP product receive Civil Rights training each year.

To access the TEFAP Policy and Handbook, please visit the link below: http://www.squaremeals.org/Portals/8/FND%20Forms/Program%20Handbooks/TEFAP%20Complete%20Handbook V800 171116.pdf

To demonstrate that your agency's staff and volunteers have been provided with Civil Rights training each year, BVFB Partner Agencies must sign and send in the *Civil Rights Affidavit* and Civil Rights training log (attached). This training log must include:

- the name of your organization,
- the names of all staff/volunteers who have received Civil Rights training
- the date each staff/volunteer received Civil Rights training
- the date each staff/volunteer must renew their Civil Rights training
- the manner in which the training was received (video, manual, presentation, etc.).

This log must be submitted to BVFB annually with the rest of the annual renewal packet, to demonstrate that training has been provided for the most recent year.

If your agency chooses to conduct a mass Civil Rights training, keep a sign-in sheet to document who attended the meeting. Then, use the sign-in sheet to update the training log. This log should be updated accordingly as new staff/volunteers rotate through your agency.

At any time during the year, BVFB may ask to view your agency's Civil Rights training log to ensure that new staff/volunteers are receiving the appropriate Civil Rights training.

(see TEFAP Handbook, Sct. 6000, Civil Rights, "Training")

### **Client Complaints**

TDA requires that sites distributing TEFAP product have documented procedures for handling client complaints, and that site staff and volunteers are familiar with complaint procedures.

For this reason, BVFB requires all partner agencies to have an internal written procedure for client complaints. These procedures must be shared with Agency volunteers and Board Members/trustees.

These procedures must be displayed in the food distribution area and must include in writing names and contact information for who the complaint should be made to and how the complaint should be made. BVFB should not be the first point of contact for client complaints.

(see TEFAP Handbook, Sct. 6000, Civil Rights, "Complaints")

As a result of our most recent visit from TDA, we learned that BVFB must share all civil rights complaints with TDA. \*BVFB should be notified of all civil rights complaints within 3 business days of the initial complaint.

## **TEFAP Participant Rights & Responsibilities**

TDA developed the *TEFAP Participant Rights & Responsibilities* form to ensure that clients are informed of their rights and responsibilities if they receive TEFAP product.

The TEFAP Participant Rights & Responsibilities form (attached) must be posted in your food distribution area for clients to view. Both the English and Spanish versions must be posted. Clients must be given a copy of the TEFAP Participant Rights & Responsibilities form, if requested.

Your agency must be familiar with this form and understand the rights and responsibilities of the client and the rights and responsibilities of the distribution agency.

(see TEFAP Handbook, Sct. 4000, Managing the Program, "Participant Rights and Responsibilities")

# The Emergency Food Assistance Program Written Notice of Beneficiary Rights

TDA developed the *TEFAP Written Notice of Beneficiary Rights* form to ensure that clients have equal access to food assistance, that they may not be discriminated against based of religious belief, and that they may object to the religious nature of a distribution site and be referred elsewhere. Your agency must be familiar with this form and understand the rights of the client and distribution site.

The TEFAP Written Notice of Beneficiary Rights form (attached) must be displayed in all faith-based agencies. You must fill out this form with your agency's information and display it in the distribution area where it is visible to clients. Please see the example below:

Name of Organization _	(Your Agency Name Here)
Name of TEFAP Staff C	ontact(Your Agency Coordinator Name Here)
Phone Number()	Your Agency Phone Number Here)
Email Address	(Your Agency Email Address Here)

Should a client ask to be referred to another distribution agency, your agency must use the *Emergency Food Assistance Program and the Commodity Supplemental Food Program Beneficiary Referral Request* from (attached). \*Your agency must notify BVFB within 3 business days if such a referral is requested.

(see TEFAP Handbook, Sct. 4000, Managing the Program, "Participant Rights and Responsibilities")

To access the TEFAP Policy and Handbook, please visit the link below: http://www.squaremeals.org/Portals/8/FND%20Forms/Program%20Handbooks/TEFAP%20Complete%20Handbook V800 171116.pdf

## **Reporting Loss of USDA Foods**

TDA has clarified the procedure for reporting loss and/or disposal of USDA product.

Any loss, theft or damage of USDA product must be reported to BVFB within 3 business days of the occurrence. Your agency must cooperate with BVFB and provide documentation to explain/support claims of loss. An official report must be made to TDA by BVFB within 30 days of the initial occurrence, including Form H1638, *Report of Loss of USDA Foods* (attached).

- <u>In the event of theft of USDA product, please notify BVFB's Agency Relations/Mobile</u> Pantry Coordinator by email.
  - 1. Your pantry must file an official police report.
  - 2. BVFB will obtain this police report and forward it on to TDA when reporting the loss.
- If USDA products become damaged, spoiled, or infested, and cannot be salvaged while in your organization's possession, please notify BVFB's Agency Relations/Mobile Pantry

  Coordinator by email. The disposal of damaged USDA products must comply with state and local health rules. The following steps must be followed if USDA products are damaged and cannot be salvaged:
  - 1. Obtain from a federal, state, or local health official a written statement that the USDA Foods are unfit for human consumption
  - 2. Obliterate carton labels
  - 3. Destroy food and ensure that it is inedible
  - 4. Transport unsalvageable, out-of-condition USDA Foods to a landfill for proper disposal

(see TEFAP Handbook, Sct. 4000, Managing the Program, "Food Losses")

### **TEFAP Agreement Between Contracting Entity and Site**

TDA requires all organizations distributing TEFAP to have a signed agreement with the Contracting Entity (CE) outlining roles and responsibilities of each organization.

Houston Food Bank (HFB) contracts directly with TDA, making HFB the CE for this area. As a PDO of the Houston Food Bank, BVFB subcontracts with HFB to distribute TEFAP to partners, and BVFB is responsible to inform partners on TEFAP policies and procedures, as well as monitor agency compliance with TEFAP policies and procedures.

All BVFB partner agencies are required to sign an agreement between the contracting entity (Houston Food Bank) and site (your agency) upon becoming a BVFB Partner Agency. This agreement has already been signed by your agency and stays in effect during the duration of your partnership with BVFB, see Appendix, page 86.

(see TEFAP Handbook, Sct. 1000, Introduction)

To access the TEFAP Policy and Handbook, please visit the link below: http://www.squaremeals.org/Portals/8/FND%20Forms/Program%20Handbooks/TEFAP%20Complete%20Handbook V800 171116.pdf

# Managing Program Fraud Misuse & Negligence of USDA Food

- 1 Allegations of or suspicion of fraud or misuse of USDA foods on the part of CE, PDO, sub-distributing agencies, sites or participants will be investigated to determine the following:
  - a. validity,
  - b. amount of USDA foods involved,
  - c. location of incident,
  - d. suspected parties.
  - e. Records will be maintained for a minimum of 3 years after the end of the program year to which they pertain.
- 2 Any misuse of USDA foods may cause the PDO, sub-distributing agencies, sites, or participants to be disqualified from program participation and that reinstatement would be at HFB and/or TDA discretion.
- 3 Embezzlement, misuse, theft, or obtainment by fraud of USDA foods, or as applicable, USDA commodity-related funds, assets, or property, shall cause the applicant to be subject to federal or state criminal prosecution.
- 4 CE and its sub-agencies (BVFB), if any, have and preserve the right to assert claims against other persons, agencies, and organizations to whom USDA foods are delivered for care, handling, or distribution; and furthermore, may take action to obtain restitution for claims of improper distribution, use, loss, or damage of USDA foods.
- 5 Indications of fraud, embezzlement, abuse, or misuse of TEFAP product or funds will have the following actions:
  - a. Notify BVFB (who will notify CE and/or TDA) within 24 hours of becoming aware.
  - b. Complete and submit to BVFB Agency Relations Coordinator the Loss of USDA Foods (Form H1638) and any other supporting documentation within 30 days of a loss.
    - i. The documentation should explain how and why the loss occurred.
    - ii. Based on the report, TDA may determine whether to refer the incident either to USDA Southwest Regional Office or to the USDA office of Inspector General for investigation.

Texas Department of Agriculture

Organization Name

### Form H1638

April 2010

Telephone No.

71		ch type of dona			Pack Date (on	additional forms if	
<b>1.</b> Type of Food Donated	Pack Size				Pack Date (on		
		Commodity Code	Date Receiv	/ed		Contract No. (on	Niconala am I Imit-
Date Lost F	Place Lost	1			case/bag)	case/bag)	Number Units Lost
				Inven	tory on Hand After Loss	Who had possession of loss?	food at time of
Where was the food stored? (e.g., s	school freezer)	)	How was fo	od sto	red? (on pallets, shelves,	etc.)	
Explain any financial recovery you e	expect to recei	ive (insurance, salv	age, etc.):				
Explain what happened:							

**Report of Loss of USDA Foods** 

Authorized Representative

2. Type of Food Donated	Pack Size	Commodity Code	Date Recei	ved	Pack Date (on case/bag)	Contract No. (on case/bag)	Number Units Lost	
Date Lost	Place Lost		Inventory on Hand After Loss		Who had possession of food at time of loss?			
Where was the food stored? (e.g.	Where was the food stored? (e.g., school freezer)  How was food stored? (on pallets, shelves, etc.)							
Explain any financial recovery you expect to receive (insurance, salvage, etc.):								
Explain what happened:								

Submit applicable evidence and documentation relating to the loss, such as:

- 1. Condemnation Certificate by health official.
- Destruction Certificate (must include when, where, and how the USDA Foods were destroyed, and by whom).
- 3. Temperature Logs—if donated food was stored in the freezer or cooler.
- Police Report—if theft or vandalism was involved. Also report precautions taken to prevent theft or vandalism.
- 5. Fire Department Report—if loss was due to fire.
- 6. Extermination Records—if loss was due to infestation.
- 7. Refrigeration Repair Information—if loss was due to refrigeration failure.

Signature	Date



# **Civil Rights Training Affidavit**

Date
Agency Name
Agency Address
Director
Coordinator
verify that <b>all</b> staff and volunteers associated with food distribution/meals distribution have read and completed the Civil Rights for Special Nutrition programs self-study guide or another approved civil rights training. In addition Civil Rights posters are visible to clients.
Signature of Pantry Director or Coordinator: Date:

If you need access to Civil Rights training materials, including videos and printable Civil Rights self-study guides, please visit: http://squaremeals.org/FandNResources/Training/CivilRights.asp

Brazos Valley Food Bank
PO Box 74 \* Bryan, TX 77806
979-779-3663 \* 979-821-2111 (Fax)
www.bvfb.org

# **Civil Rights Training Log**

Civil Rights Training Log							
Agency Name:							
			Diago list type of training				
Name of Attendee	Date of Training	Expiration Date	Please list type of training (Video, Manual, PowerPoint)				
Name of Attendee	Date of Hailing	Expiration Date	(Video, Maridal, Fower Foritt)				

### **Participant Application Process**

The purpose of this process is intended to provide Partner Agencies with guidance on proper administration process. It is important that all agency staff responsible for conducting the intake be trained on this process. You are encouraged to reference the TEFAP Handbook for additional guidance at: <a href="https://www.Squaremeals.org">www.Squaremeals.org</a>

Any person or household has the right to apply for, and, if eligible, to receive USDA Foods for home consumption without regard to race, color, national origin, sex, age, or disability. ONLY TDA may establish eligibility criteria for TEFAP foods. Partner Agencies must not impose their own eligibility criteria. Partner Agencies may ask but must not require any applicant or participant to provide proof of residency or identification.

- ➤ Determine participant eligibility by using the Brazos Valley Food Bank Client Assistance Intake Form TDA Form H1555. This form certifies participants with federally allowed information. See appendix for form.
- Advise participant of their rights and obligations
  - o Use the TDA Participant Rights and Responsibilities form Appendix Part N
  - Partners are not required to give applicants a copy of the form but must make it available
    in the application process and recertification process. You may read the form to the
    applicant, or they can read the form themselves
- > Written Notice of Beneficiary Rights
  - Sites located at religious organizations must <u>display</u> the TEFAP Written Notice of Beneficiary Rights (Appendix Part J) near the "And Justice for All" poster to inform participants of the following:
    - The site must not discriminate against participants based on religion or religious belief; a refusal to hold a religious belief; or a refusal to attend or participate in a religious practice.

- The site must not require participants to attend or participate in any explicitly religious activities. Participation in these activities must be purely voluntary.
- The site must separate, in time or in location, any privately funded, explicitly religious activities from activities supported with USDA direct assistance.
- o If a participant objects to the religious character of the site, the site must make reasonable efforts to make a referral to an alternate provider to which the participant has no objection, with the understanding that the site cannot guarantee that an alternate provider will be available in every instance.
  - Provide participant with a copy of TEFAP Written Notice of Beneficiary Rights
  - Attempt to provide participant with an alternative provider utilizing BVFB's Pantry
     List located on our website <a href="https://www.bvfb.org">www.bvfb.org</a> or by calling BVFB at 979-779-3663
  - Document referral efforts using the TEFAP Beneficiary Referral Request Form
  - Maintain completed request forms for a minimum of 3 years and 90 days

### **Instructions on Completing the H1555**

#### FRONT OF FORM:

- Enter the date the intake is being turned in/received to pantry agency, and whether applicant is homeless
- Enter their name, their address and phone number (if practicable)
  - Enter number of persons in their household, and number of household members in each age range
  - o Check if the person completing the form is head of household
  - o Check race/ethnicity of household members
  - o Enter types of assistance received by household members
  - o Enter total income for all household members
  - o Check if emergency situation applies, and describe the emergency situation
- Applicant will sign and date the form. By signing, the applicant is certifying that the
  household's income is either at or below the limit listed on the form or is participating in
  another program listed on the form. The applicant is also certifying residency in the State
  as of the date of application

#### BACK OF FORM:

- Check whether applicant is eligible or not based on their income level or emergency situation if they are over the income guidelines
- If they are eligible check the boxes that match the "type of assistance" section on the front of the form which would include "Low income" and whether they receive any type of assistance
- Enter the Certification Period this would be one year from the date of the intake
  - Example Intake date is 6/3/2020 the dates would be "Start date 6/3/2020"
     "End date 6/3/2021"
  - o In an emergency situation, the certification period would be a 6-month period and would need to be reassessed at the 6-month mark.
- Enter the initials of the agency staff/volunteer checking and completing the form and enter the "end date" as the Revisit this form on: 6/3/2021 (from example above)

#### **Agency representative NOTES:**

- Review the State's income guidelines to determine if the client qualifies based on their household income or, if they participate in one of the means-tested programs listed for categorical eligibility, check the box next to that program
- Review the USDA nondiscrimination statement (a copy of this statement should be made available to applicants upon request)
- The BVFB Partner Agency could meet its responsibility for determining income eligibility by having each applicant complete the form and retaining the completed forms.
   Note, the USDA nondiscrimination statement must be included on the form
- The use of electronic record keeping, including the collection of signatures, in TEFAP is permitted, provided that the same degree of confidence regarding the accuracy of eligibility determinations results from the electronic system as from the traditional, paper-based system. States and eligible agencies (BVFB Partner Agencies) must meet program requirements under 7 CFR part 251, such as record keeping, maintaining participants' privacy, etc., regardless of the type of system used. Additionally, records must be made available to Federal and State agencies conducting reviews required by Federal regulations. Partner Agencies should also consider whether the proposed system is permissible under State information technology and records management policies

# **H1555 – TDA Approved Intake Form - English**

#### Brazos Valley Food Bank Client Assistance Intake Form

Please answer all questions so that we may serve you better. This information will not be shared with any other outside agency or entity others than the Brazos Valley Food Bank for reporting purposes.

**Are you he			(client may fill ☐ No If			Date of Intake: dress portion of form.		
Househol	d Inforn	nation:						
YOUR	NAME							
ADDR	ESS							
CITY / S ZIP/ CO								
PHO	NE							
How many p	eople liv	e in your hou	se (including yours	elf):/	Are you hea	d of the household? (ci	rcle one) YES	NO
	he total r					ourself): (please write the question "how many		• ¬
Infant-5		6-12	13-17	18	-40	41-64	Over 65	
	(check b	oox that appli	es)	Llien	ania	Native American	Other	
African American		Asian	vvnite	Hispa	anic	Native American	Other	
			ype of assistance		ch box that		A.D. (5. 1.0)	
rempora	ry Assista	nce to Needy i	-amilies (TANF / AFDC	,		SN	AP (Food Stamps) Medicaid	
			CHI				WIC	
The Total G	Fross Inc	come (the ar	mount before ded	uctions) of a	ll househo	old members is:		
GROSS INCOME	\$			F	Per Year	Per Month	Per We	eek
NOVEMBER 1879	n emerge	ency situation	that caused you to	need food?	Yes	No		
If yes, plea situa								
Client Sign (client must		nt for initial i	nterview and food a	ssistance)			Date	
all infon	mation reg	garding my hou	sehold is true to the b	est of my know ation is correct	rledge. I also t to the best o	sehold I have applied for U designate the following pe of my knowledge. Authoriz s necessary	rson as an authorize	d
				Name of Authorized Representative: (not name of family member only person to act on their behalf)  Authorized Representatives Address:				
				nily Auth	orized Rep	resentatives Address	<b>:</b> :	

Brazos Valley Food Bank Revised August 28, 2019

#### -DO NOT WRITE BELOW THIS LINE. AGENCY OFFICIALS ONLY-

#### AGENCY DOCUMENTATION

	Household is INELIGIBLE: (clients denied USDA products should be referred to the BVFB for review)  Income level over 185% listed on Annual Income Guidelines
	☐ Is not an emergency situation and does not meet any other <u>criteria</u>
	Other:
	Household is ELIGIBLE based on:  Low Income (Enter certification period below; sign and date the form at the bottom)
	Emergency Food Need (Describe emergency need in "Comments" section; enter "Certification Period;" sign and date the form, clients in this category may be served no more than 6 months unless another emergency can be documented.)
	☐ Receipt of TANF/AFDC (Enter the "Certification Period;" sign and date the form.)
	Receipt of Food Stamps (Enter *Certification Period;" sign and date the form.)
	Receipt of \$\$I (Enter the "Certification Period;" sign and dater the form.)
	☐ Receipt of Medicaid (Enter the "Certification Period;" sign and date the form."
С	ertification Period: Start Date: End Date:
_	comments:
А	gency Staff Initials: Revisit this form on:

#### \*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 in accordance with recent activity in an in O.S. Department of Agriculture (USDA) event graph regulations and positives, the OSDA, is Agencies, offices, 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, auditotape, 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 (300) 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\_oust.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

- (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

# H1555 Form – TDA Approved Intake Form - Spanish

# Brazos Valley Food Bank Solicitud de Productos Básicos Donados por el USDA

Solicitud - debe llenarla un miembro de la unidad familiar

nformación De	l Hogar				
Nombre	i ilogai .				
Dirección					
Ciudad					
Estado					
Código Posta Teléfono	<u>u</u>				
ntas personas v	/iven en su casa (in	ncluyéndose a usted)	: ¿Eı	res el cabeza de la cas	sa? (un círculo) Sí I
* Cuántas pers	sonas viven en su c	asa en la siguiente e	dad (incluido uste	ed):	
0-5	6-12	13-17	18-40	41-64	Over 65
*Eres usted?	Asiático	Blanco	Hispano	Nativo Americano	Otro
	stencia que su hog nporal a Familias Necesit		Dung	rama de ayuda suplemental (	de le mutulaien (SNAD)
	de Seguridad de Ingreso		rrog	rama de ayuda supiementai d	Medicaid
		СНІР			WIC
ngresos totales	* (la cantidad ante	es de las deduccione	s) de todos los mie	embros de la unidad i	familiar son:
Ingresos Brutos			Por Año	Por Mes	Por Semana
ho una situació		ue hizo que necesita	ıras comida? Sí	No	
Si es así, por fav indique la situación					
Si es así, por fav indique la situación	mbro de la unida	d familiar			Fecha_
Si es así, por fav indique la situación 'irma del miel mar, certifico que: d familiar los proc si de Asistencia co sitos del programa	(1) soy miembro de la ductos básicos donado n Productos Básicos, ( a, es, a mi leal saber y e	unidad familiar que vive es por el Departamento d '2) toda la información qu entender, verdadera y co	e Agricultura de Estac le le he dado al depar rrecta y (3) si es pertil	tamento que determinará nente, la información pres	e solicito en nombre de la ibuidos por el Programa d si mi unidad familiar llena entada por el "representa.
Si es así, por fav indique la situación  Tirma del miel mar, certifico que: d familiar los proc s de Asistencia co sitos del programa izado" de la unida	(1) soy miembro de la ductos básicos donado n Productos Básicos, ( a, es, a mi leal saber y d familiar (como se asi	unidad familiar que vive is por el Departamento d 2) toda la información que toda la verdadera y co gna abajo o como se aut ara actuar en nombi	e Agricultura de Estac le le he dado al depar rrecta y (3) si es pertii oriza en otra hoja) tan re de la unidad fa	dos Unidos (USDA) y distr tamento que determinará nente, la información pres nbién es verdadera y corr	e solicito en nombre de la ibuidos por el Programa d si mi unidad familiar llena entada por el "representa ecta a mi leal saber y ente

#### -DO NOT WRITE BELOW THIS LINE. AGENCY OFFICIALS ONLY-

#### AGENCY DOCUMENTATION

	hold is INELIGIBLE: (clients denied USDA produ ncome level over 185% listed on Annual Income Guidelines	cts should be referred to the BVFB for review)
☐ Is	s not an emergency situation and does not meet any other 😅	teria
□ of	Other:	
	hold is ELIGIBLE based on: ☐ Low Income (Enter certification period <u>below;</u> sign and do	ate the form at the bottom)
	Emergency Food Need (Describe emergency need in "0 the form, clients in this category may be served no more documented.)	Comments" section; enter "Certification Period;" sign and date than 6 months unless another emergency can be
	Receipt of TANF/AFDC (Enter the "Certification Period;"	sign and date the form.)
	Receipt of Food Stamps (Enter "Certification Period;" si	gn and date the form.)
	Receipt of \$\$I (Enter the "Certification Period;" sign and	dater the form.)
	Receipt of Medicaid (Enter the "Certification Period;" sig	n and date the form."
Certification	tion Period: Start Date:	End Date:
Comment	ts:	
Agency Sta	taff Initials:	Revisit this form on:
In accordance w employees, and age, or reprisal means of comm they applied for	clination Statement:  with Federal civil rights law and U.S. Department of Agriculture (USDA) or d institutions participating in or administering USDA programs are prohabite or retaliation for prior civil rights activity in any program or activity condu- numication for program information (e.g. Braille, large print, audiotape, Am or benefits, Individuals who are deaf, hard of hearing or have speech disabili- sublements and programs information and hearing or have speech disabili-	ed from discriminating based on race, color, national origin, sex, disability, cted or funded by USDA. Persons with disabilities who require alternative erican Sign Language, etc.), should contact the Agency (State or local) where ties 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. filling.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

(2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

# TEFAP Participant Rights and Responsibilities Form – English and Spanish

Texas Department of Revised March 2018
Apriculture

The Emergency Food Assistance Program (TEFAP)
Participant Rights and Responsibilities

- 1. I will not be denied USDA Foods if I am determined eligible.
- 2. I certify that the information I have provided for eligibility determination is correct to the best of my knowledge.
- 3. I agree to report changes in household circumstances, including, but not limited to, income and household size.
- I may appeal any decision made by the food bank or distribution site. I can inform the distribution site or food bank that I
  want to appeal.
- I understand that if I choose a proxy to pick up my food, that person must be listed as a proxy either 1) on my Household Application for USDA Foods or 2) on a note with my signature.
- 6. I understand that the food provided by this program is intended for the members of the eligible household.
- 7. I understand that I must not sell or exchange USDA Foods.
- I consent to the release of information to TEFAP staff, which includes officials of United States Department of Agriculture, Texas Department of Agriculture, and the food bank.
- 9. Program staff have advised me of my rights and responsibilities under this program.
- 10. I understand that I may request a written copy of TEFAP Written Notice of Beneficiary Rights.
- 11. I understand that the standards for participation in this program are the same for everyone regardless of race, color, national origin, age, sex, or disability.
- 12. I have read this form, or the form has been read to me.
- 13. The distribution site maintains the right to ensure orderly distribution.

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 <u>USDA Program Discrimination Complaint Form.</u> (AD-3027) found online at: 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:

 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.

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#### El Programa de Asistencia Alimentaria de Emergencia (TEFAP, por sus siglas en inglés) Derechos y responsabilidades de los participantes

- Si soy determinado elegible, no podran negame viveres del Departamento de Agricultura de los Estados Unidos (USDA).
- 2. Certifico que la información que he proporcionado para la determinación de la elegilibidad es correcta hasta que lo que yo
- 3. Estoy de acuerdo en informar los cambios en las circunstancias del hogar, incluyendo, pero no limitado a, el ingreso y el tamaño del hogar.
- 4. Yo tengo el derecho de apelar cualquier decision hecha por el banco de viveres o centro de distribucion. Debo de informar mi decision de apelar al banco de viveres o centro de distribucion.
- 5. Yo entiendo que si elixo un apoderado para recoger mis viveres, mi deber es informar el nombre de esta persona por escrito en mi solicitud or en una nota con mi firma.
- 6. Yo comprendo que los viveres provistos por el programa están destinado a los miembros del hogar determinado elegible.
- 7. Yo entiendo que no debo vender ni intercambiar viveres del USDA.
- 8. Yo presto mi consentimiento para que se divulgue información al personal del Programa TEFAP, que incluye funcionarios del Departamento de Agricultura de los Estados Unidos, del Departamento de Agricultura de Texas y del banco de viveres.
- 9. El personal del programa me ha asesorado sobre mis derechos y responsabilidades bajo este programa.
- Yo entiendo que puedo solicitar por escrito una copia de los derechos de beneficiarios sobre TEFAP.
- 11. Yo entiendo que las reglas de participación es este programa son las mismas para todos sin importar la raza, color, origen ethnico, edad, sexo or discapacidad.
- Yo he leido esta forma, o me han leido esta forma.
- El sitio de distribución mantiene el derecho de garantizar una ordenada distribución.

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, discapacidad, edad, 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 discapacidades del habla pueden comunicarse con el USDA por medio del Federal Relay Service [Servicio Federal de Retransmisión] 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: <u>http://www.ascr.usda.gov/comolaint\_filing\_cust.html</u> y en cualquier oficina del ÚSDA, 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 <mark>d</mark>e 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

(2) fax: (202) 890-7442; o

(3) correo electrónico: program.intake@usda.gov.

Washington, D.C. 20250-9410

Esta institución es un proveedor que ofrece igualdad de oportunidades.

## **TEFAP Written Notice of Beneficiary Rights**

# The Emergency Food Assistance Program Written Notice of Beneficiary Rights

Name of Organization		
Name of TEFAP Staff Contact		
Phone Number	Email Address	

You have the following rights when you participate in TEFAP.

- We may not discriminate against you on the basis of religion or religious belief; a refusal to hold a religious belief; or a refusal to attend or participate in a religious practice.
- We may not require you to attend or participate in any explicitly religious activities that we offer. Your participation in these activities must be purely voluntary.
- We must separate, in time or location, any privately funded, explicitly religious activities from activities supported with USDA direct assistance.
- 4. If you object to the religious character of our organization, we must make reasonable efforts to identify and refer you to an alternate provider to which you have no objection. We cannot guarantee, however, that in every instance, an alternate provider will be available.
- You may report violations of these protections (including denials of services or benefits) to TDA at www.Squaremeals.org.

Contact TDA at: Commodity Operations 877-TEX-MEAL (877-839-6325)

Commodity Operations Texas Agriculture.gov

Federal regulations require this written notice before participants receive TEFAP services.

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July 2016

# **TEFAP Beneficiary Referral Request**

#### The Emergency Food Assistance Program and the Commodity Supplemental Food Program Beneficiary Referral Request

Name of Organization:
Contact information for program staff (name, phone number, and email address, if appropriate):
If you object to receiving services from us based on the religious character of our organization, please complete this form and return it to the program contact identified above. Your use of this form is voluntary.
If you object to the religious character of our organization, we must make reasonable efforts to identify and refer you to an alternate provider to which you have no objection. We cannot guarantee, however, that in every instance, an alternate provider will be available.
Participant name:
Best way to reach you (phone/address/email):
FOR STAFF USE ONLY
1. Date of objection://
2. Referral (check one):
Individual was referred to (name of alternate provider and contact information):
Individual was given TDA-provided referral information (such as a website, hotline, or list of other service providers funded by TDA)
Individual left without a referral
No alternate service provider is available. On the lines below, summarize below the efforts you made to identify an alternate provider (for example: contacted another food pantry, soup kitchen, or distribution site; contacted TDA; contacted the food bank; etc).
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July 2016

### **TDA CE Agreement**

this sets the rules for Partner Agencies distributing TEFAP (signed when joining BVFB network)

Texas Department of Agriculture November 2019

#### 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)	Email Address of CE		
Address of CE (Street, City, State, ZIP)	Area Code and Telephone Number		
Mailing Address (if different)	Fax Area Code and Telephone Number		
IF APPLICABLE: Name of Subdistributing Agency	Email Address of Subdistributing Agency		
Address of Subdistributing Agency (Street, City, State, ZIP)	Area Code and Telephone Number		
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 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:

- Comply with all guidance issued by TDA and USDA
- 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.
- Offer training sessions and technical assistance at a time and place that is convenient to the site
- Provide TEFAP record-keeping forms to the site without charge.
- Ensure that all USDA Foods are distributed to participants without regard to race, color, national origin, sex, age, or disability.
- 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.
- Collect, from the site, records that show the data and method used to determine the number of households or individuals served.
- Ensure that sites protect applicants' and participants' information stored on information technology systems.
- 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)
- Ensure that all USDA Food packages or meals comply with TEFAP requirements.
- 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.
- 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.
- Ensure that unrelated activities do not disrupt the distribution of USDA Foods.
- 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:

- Comply with all guidance issued by the CE, TDA, and the USDA.
- Comply with all requirements for receiving, handling, transporting, storing, and preparing USDA Foods, including procedures for food safety and food recalls.
- Distribute the appropriate USDA Foods package to a TEFAP participant based on his or her eligibility and in compliance with TEFAP requirements.
- Ensure that all USDA Foods are distributed to participants without regard to race, color, national origin, sex, age, or disability.
- Compile data, maintain records, and submit reports as required to permit effective enforcement of nondiscrimination laws, regulations, policies, instructions, and guidelines.
- 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.
- Determine the eligibility of applicants who apply for USDA Foods packages in compliance with TEFAP requirements.
- Maintain the confidentiality and security of household information, including applicants' and participants' information stored on information technology systems.
- 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.
- Ensure that unrelated activities do not disrupt the distribution of USDA Foods.
- 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.
- Do not require, solicit, or accept payment from applicants or participants in money, materials, or services for USDA Foods packages or meals.
- 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.
- 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

## **Sample Posted Complaint Procedure**

If you wish to file a complaint against 'X Agency', for any reason, you may do so by contacting:

John Doe (Name of individual taking complaints at your agency)

email@email.org

999-999-999

123 W Sunny Dr

Bryan, TX. 77802

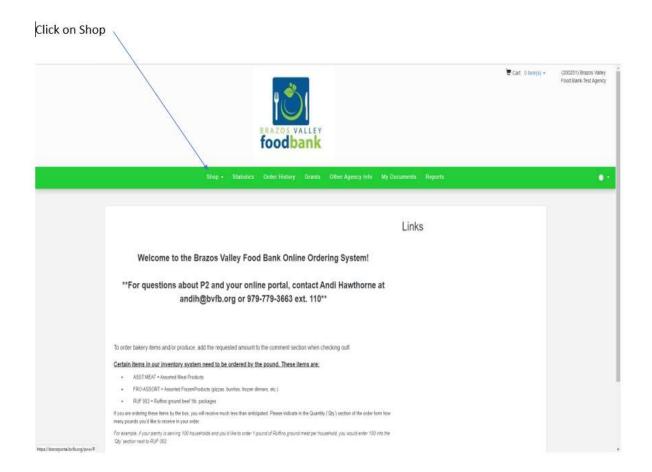
Complaints must be made in writing. Please do so by email or handwritten letter.

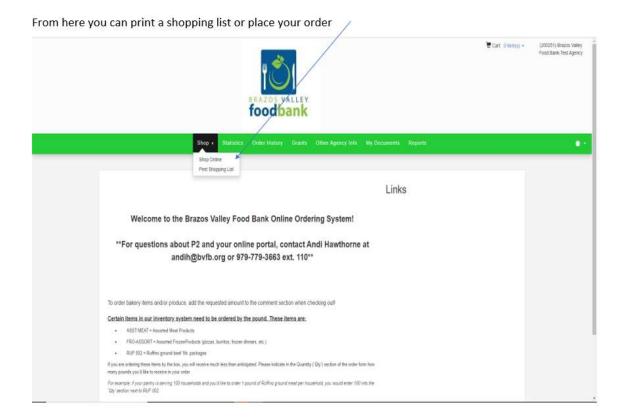
Once your complaint has been filed, 'X Pantry' will review the complaint within three (3) business days. From there, the complainant will be contacted within five (5) business days to pursue a resolution to the issue.

# **Client Complaint Form**

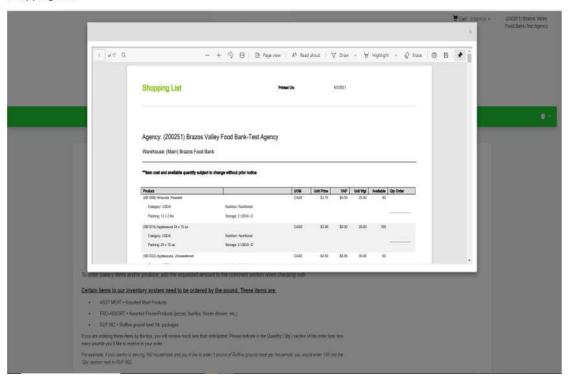
Date	Name of Client	
Client's Phone	Client's county of residence	
Name of Pantry	County	
<b>Date incident occurr</b>	ed	
Complaint		
		<del></del>
	ised?YesNo p was promised?	
	<del></del>	
		<del></del>
Action taken and dat	te	
Volunteer/Staff Pers	on taking complaint:	

# **Agency Online Ordering Guide**





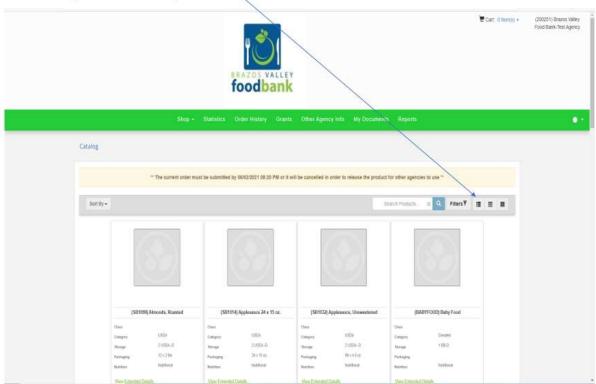
#### **Shopping List:**



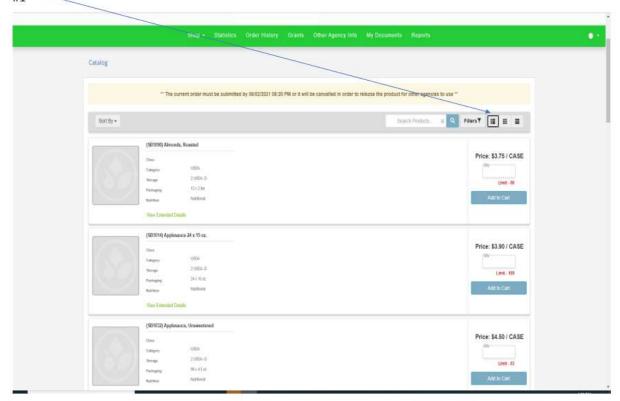
#### Shop Online:



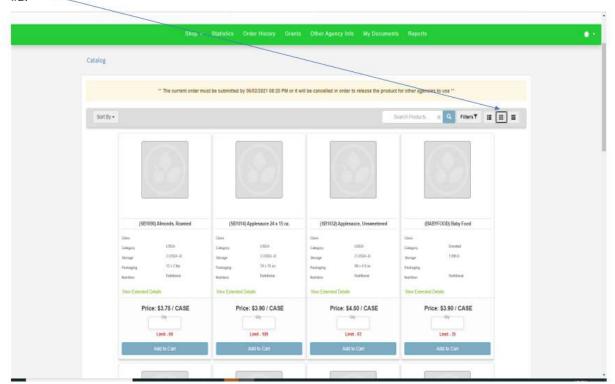
You have 3 options to view the products:



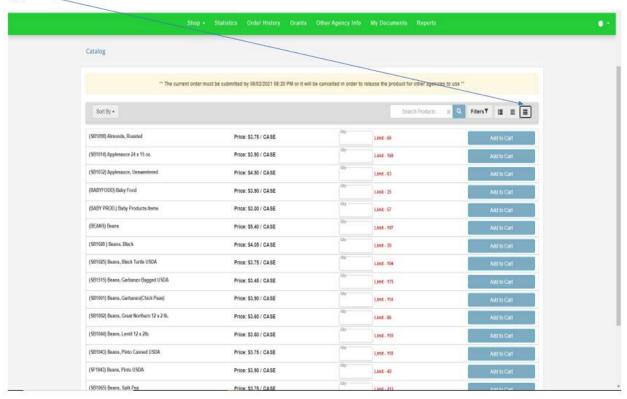
#1



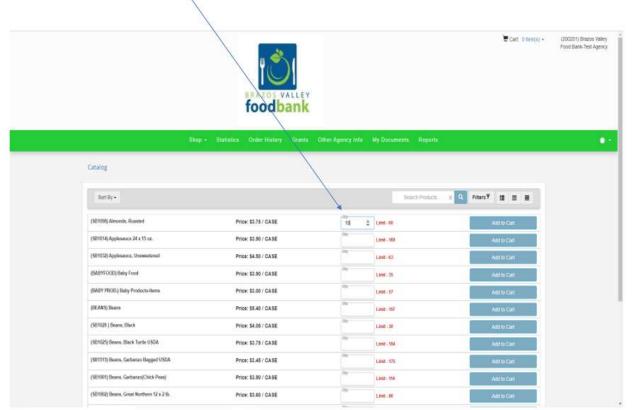
#2:

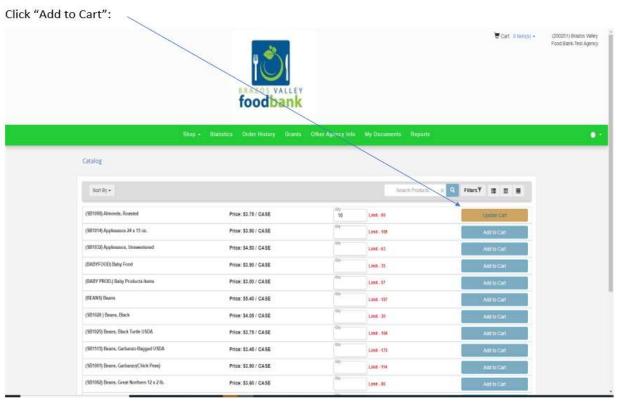


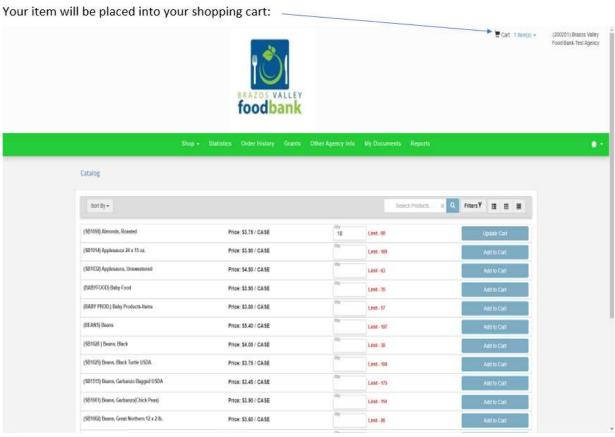


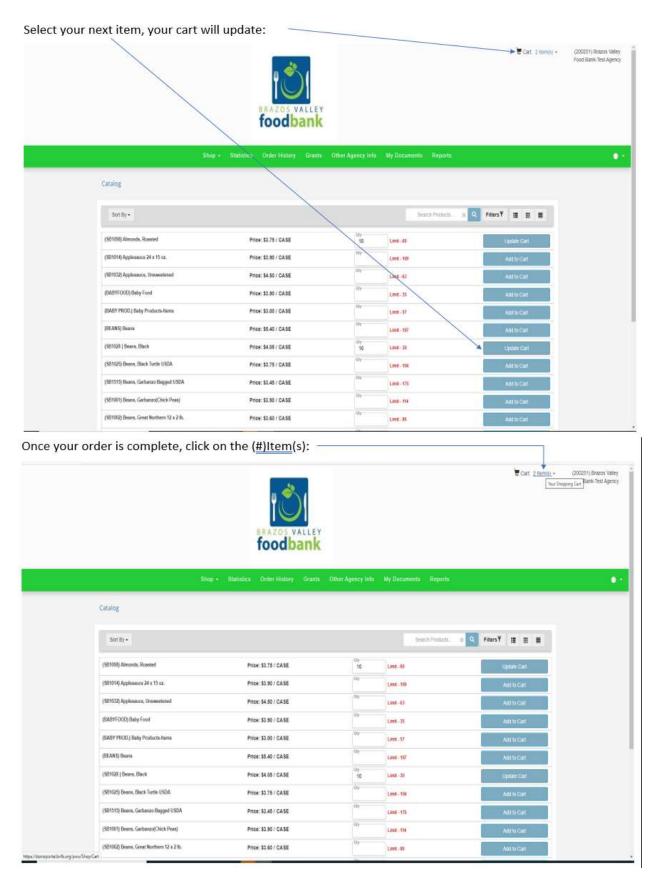


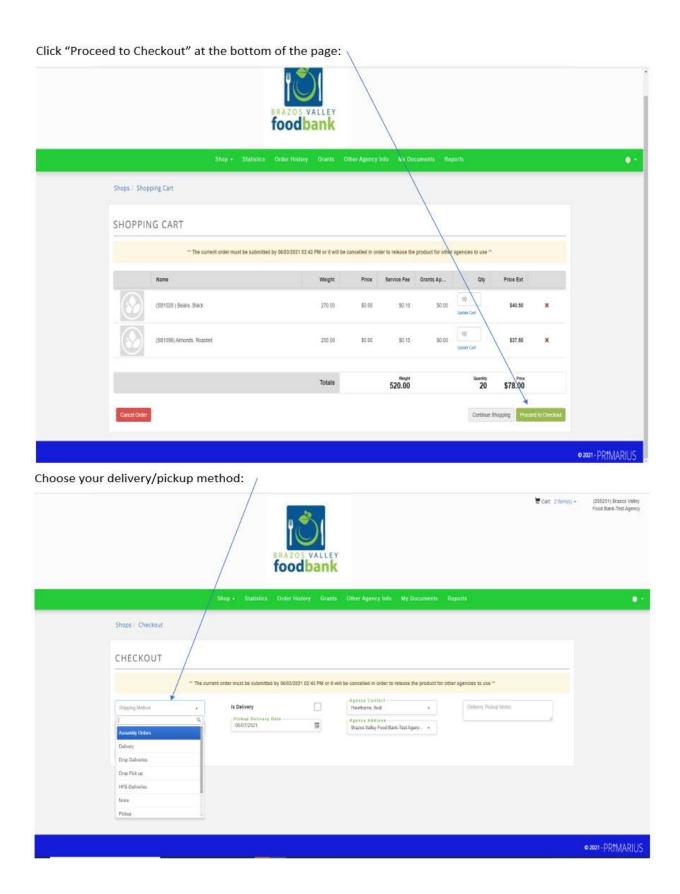




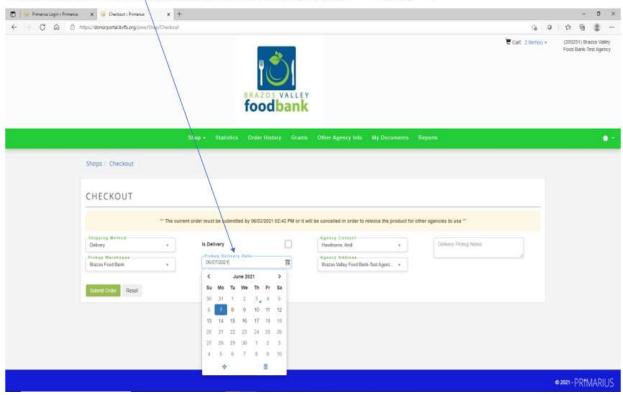




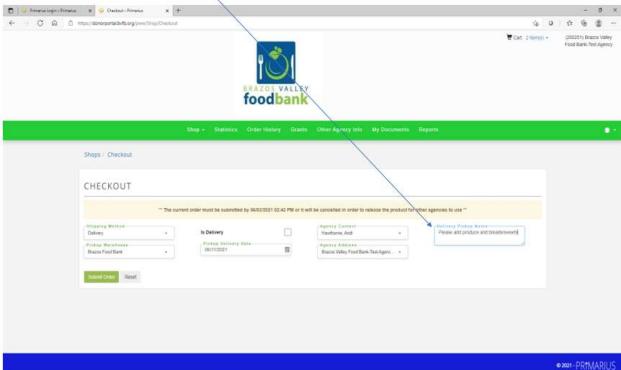


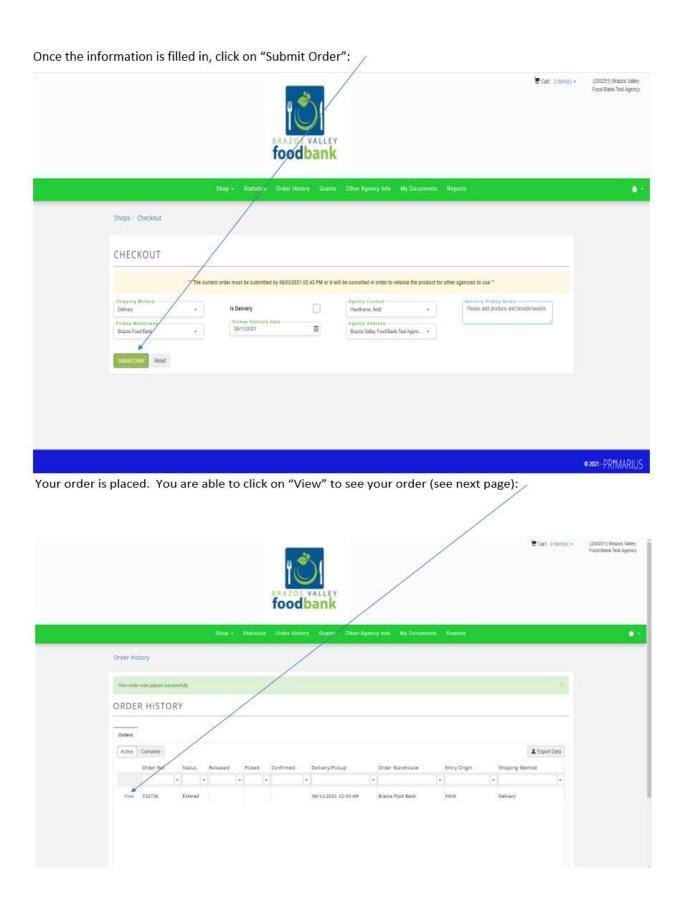


Choose your delivery date, please see Delivery schedule, page\_\_\_\_\_ Part \_\_\_\_

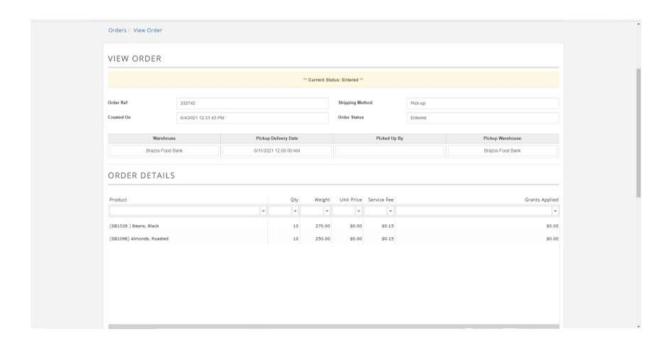


Enter any notes for the warehouse:





This page shows your order details.



### **Inventory Product Category Guide**

#### **Food Items:**

#### **Baby Food**

• Any sealed baby food items including: Formula, Hot Cereal Mix, Jarred Baby Food

#### **Beans**

 Any shelf-stable, canned bean product including: Pinto Beans, Refried Beans, Pork and Beans, Flavored Pinto Beans, Black Beans, Kidney Beans, Navy Beans, Rach Style Beans

#### **Breakfast**

 Any dry, packaged breakfast item, such as: Dry Cereal, Hot Cereal (oatmeal, etc.), Grits, Pop Tarts, Pancake Mix, Breakfast Biscuits, Ground/bean coffee, sweeteners/sugar, creamers

#### **Condiments**

• Items to be put on/added to a main dish: Ketchup, Mayonnaise, Mustard, Jelly, Vinegar, Picante Sauce, Salsa, Pickles, Jalapenos, Olives, Mushrooms, Roasted Red Peppers, Salad Dressing, Salt, Pepper, Baking Soda, Baking Powder, Shortening, Cooking Oils, Gravy, Syrups, Honey, Velveeta Cheese, Croutons

#### **Desserts**

• Items to prepare desserts with, such as: Cake Mixes, Frosting, Jell-O Mix, Pudding Mix, Baking Mixes, Pie Crusts, Ice Cream Cones, Cake Decorations, Marshmallows, Chocolate Chips, Un-popped popcorn

#### **Drinks**

• Any packaged drink, including: Juice Drinks, Bottled Water, Flavored Waters, canned/powdered milk, nutritional drinks, tea (bottled only), powdered mixes,

#### **Dry Staples**

• Items that could be made into a meal, including: Boxed Casseroles, Hamburger Helper, Cornmeal, Dry Beans, Rice, Pasta, Dry Soup Mixes, Stuffing Mix, Instant Potatoes

#### Fruit

• Any canned/jarred fruit item, such as: Canned Applesauce, All Canned Fruit, Cranberry Sauce, Canned Pumpkin, All Pie Fillings, Fruit in Jars

#### **Gallon-Sized Cans**

• Any gallon-sized can, regardless of type

#### Kcup

• Kcup products ONLY – (examples) coffee, tea, hot chocolate

#### **Peanut Butter**

• Any type of nut butter, including: Peanut Butter, Almond Butter, Nutella

#### **Snacks**

 Any ready-to-eat item that can be opened and eaten without preparation, such as: Single Serving Fruit Cups, Crackers, Dried Fruit, Granola Bars, Nuts, Pudding Cups, Jell-O Cups, Energy Bars, Popped Popcorn, Chips, Beef Jerky

#### Soup/Meat/Tuna

 Any shelf-stable, packaged product that is soup or meat-based, such as: Canned Soups, Canned Stew, Canned Meat, Canned Seafood, Chili, Canned Ravioli, Spaghetti Sauce with Meat, Packaged Meals, Tuna Packets

#### **Tomato Products**

• Any item that is tomato based, including: Spaghetti Sauce (no meat), Stewed Tomatoes, Tomato Sauce, Tomato Paste, Whole Tomatoes, Diced Tomatoes

#### Vegetables

• Any vegetables product that is not tomato based, such as: Canned Green Beans, Hominy, Corn, Peas, Lima Beans, Sauerkraut

#### **100% Juice**

• Any item that is 100% juice

#### **Non-Food Items:**

#### **Adult Diapers**

• Diapers for adults

#### **Baby Diapers**

• Diapers for babies and toddlers

#### **Baby Products**

 Any item intended for infant/toddler use, such as: Sippy Cups, Bottles, Toys, Binkies, Wipes

#### Feminine Hygiene

• Sanitary pads and tampons

#### **Household Cleaners**

• These items may include: All-Purpose Cleaner, Window Cleaner, Dish Soap, Sponges, Bathroom Cleaner, Bleach, Air Fresheners

#### **Household Items**

• Automotive Products, Small Electronics (Headphones, Night Lights, Phone Chargers, etc.), Décor, Tools, Gardening Equipment, Etc.

#### **Kid Items**

• Toys, school supplies, art supplies

#### **Personal Care**

• Any item intended for personal use, including: Shampoo, Conditioner, Soap, Oral Hygiene Products, Lotion, Band-Aids, Cotton Balls

#### Paper/Plastic/Kitchen

• Any item for use in a kitchen setting, such as: Paper Towels, Plastic Cutlery, Paper Plates, Napkins, Small Kitchen Appliances

#### **Tissue**

• These items may include: Toilet Paper, Facial Tissue

# **Delivery Schedule**

# **BVFB** ORDERING SCHEDULE

Day order is placed	Earliest possible delivery day
Monday	Friday
Tuesday	Monday
Wednesday	Tuesday
Thursday	Wednesday
Friday	Thursday
Saturday/Sunday	Friday
78 97	



## Credit Slip

Agency Name		Date			
	on which th	e form below with info	rned was receiv	red.	
	•	uct to the Brazos Vall	•		
Invoice No:	Product Reference	Description	Case quantity or Pounds/number of cans	Reason for return	
Agency Signature					

Brazos Valley Food Bank Staff Signature

### **Edge Dock Access Instructions**



# EUGENE EDGE, III CHARITABLE TRUST DOCK INSTRUCTIONS



The dock is located in the Volunteer Parking lot that is gated off of Independence Avenue.

> Dock Hours: Monday thru Friday 8:30AM - 4:30PM



Drive up or back up (see options below) the ramp until the front/back of your car reaches the blue bucket. Turn your vehicle off and ring the doorbell to the left of the sign.





#### Below are photo examples of the two ways to load/unload your vehicle:

#### OPTION 1

Drive up the ramp until the front of your vehicle reaches the blue bucket.



#### OPTION 2

Back up the ramp until the back of your vehicle reaches the blue bucket.



NOTE: If you are pulling a trailer, please park at the end of the ramp, walk up the ramp and ring the doorbell. A Food Bank staff member will assist you in the best way to proceed from there.

### **Annual Site Visit Form - Combined**

### Brazos Valley Food Bank Member Agency Site Visit Form

Agency Contact Information

Agency condectmondation
Date of Monitor Visit: Date of Last Monitor:
Agency Name: Acct.#
Phone #:
Site Physical Address:
Street City State Zip
Mailing Address:
Street City State Zip
Contacts
Director's Name:  Phone #:
Cell Phone #: Email:
Coordinator's Name:
Cell Phone #: Email:
Name of individual to receive billing statement
Billing Address City State Zip
Phone #: Email:
Name of individual completing monthly survey forms
Phone #: Email:
Parent Organization: (if applicable)

Agency Type				
Client Pantry	☐ Public Pantry	☐ Mobile Pantry		
Residential Site	☐ Recreational Day Ctr.(meals	) 🔲 Smack Site	Soup Kirchen	
What is the mission of y	rour agency?			
1:				
I.				
	NASA PANASTINANA TANÀNA			
How do your clients fin	d out about your program?			
How do your clients fin	d out about your program?			
	d out about your program?	and make referrals to y	our agency?	
	-1-1 have your program information	a and make referrals to y	rour agency?	
Does the United Way 2	-1-1 have your program information		your agency?	

How many paid staff operate this program?     How many volunteers does this program have?	Full	time Part
What is the estimated monthly food/product budget? Please list sources of funding:	(c) (c)	
Are there any client fees associated with this program?	☐ Yes	□ No
f yes, explain:		
5. Are clients charged for food or asked for donations?	Yes	□ No
if yes, explain:		
Outreach Information	-2.00	
<ol> <li>Does your agency accept referrals?</li> </ol>	_ T	es 🗌 No
THE SAME OF THE PARTY OF THE PA		
From		

General Record Keeping Pant	try Meal/Snack
Do all clients fill out an intake form/application annually?	☐ ☐ No Yes
<ol><li>Are all intake forms filled out completely and signed by applicant?</li></ol>	☐ Yes ☐ No ☐ Instructed
<ol> <li>Do clients receiving USDA Commodities fill out a USDA Household ap plication (H1555)?</li> </ol>	☐ Yes ☐ No ☐ Instructed
4. Are USDA applications updated with current certification periods?	☐ Yes ☐ No ☐ Instructed
<ol><li>Does the agency maintain USDA applications for 3 years and 90 days?</li></ol>	Yes No Instructed
6. Does the agency recertify USDA clients annually?	☐ Yes ☐ No ☐ Instructed
<ol> <li>Do you recertify emergency applicants that receive USDA Commodities every six months?</li> </ol>	Yes No Instructed
<ol> <li>If you distribute USDA Commodities, are civil rights posted for viewing by clients?</li> </ol>	Yes No Instructed
<ol> <li>Does number of new intake forms match numbers recorded on monthly reports?</li> </ol>	☐ Yes ☐ No
10. Does Agency have completed monthly stats forms on file?	☐ Yes ☐ No ☐ Instructed
11. Does the organization submit monthly survey forms to BVFB before the 10 th of each month?	☐ Yes ☐ No ☐ Instructed
12. Are all BVFB invoices on file?	☐ Yes ☐ No ☐ Instructed
NOTES:	

### Product Information

How do you receive BFB food /product ?		☐ Delivery	☐ Pick	mp	
If pick-up, who is allowed to pick up?		Staff			
		Volunteers			
How often does the agency order? <u>Select</u>					
4. What items are available to your clients?		Non-perishable Food	Frozer Food	1	☐ Produce
☐ Other:		Refrigerated Food			☐ Non -food ite
<ol><li>What items does your agency purchase from other s</li></ol>	OUECE	es besides the BVFB	?		
*					
Does your agency have a freezer blanker?			Yes		No
If no, how are cold foods transported safely?					- 16°
7. What are the most needed items for your clients:					
<ol> <li>Do you receive USDA commodities from the Brazo Valley Food Bank?</li> </ol>	15		☐ Yes		No
If yes, are USDA foods stored away from other food items?	ĺ		☐ Yes		No
9. Do you receive produce from the Brazos Food Bank	2		☐ Yes	П	No
If no, why?					
NOTES					- 100

### Grocery Program Information

What type of distribution method is utilized:      Client Choice program (clients pick out their     Traditional pre-packaged     Combination.     Other:      Describe criteria for determining eligibility for food		ogam:	
Are eligibility guidelines posted?		Yes No	☐ Instructed
<ol> <li>Are current income guidelines being used to qualify clients?</li> </ol>		Yes 🔲 No	☐ Instructed
<ol> <li>Do clients sign in each time they receive food?</li> <li>If No, explain:</li> </ol>		Yes 🗆 No	
<ol> <li>Does your agency ever turn any one away?</li> <li>If yes, explain</li> </ol>	Yes [	] No	
Describe client record keeping system:      What geograph ic area does this agency program ser	ue ?		
	***		(i)
<ol><li>How often may a client receive services:</li></ol>	□ 1/wk □	1 2/mo 1/1	month
Once every 3 months Once every 6 months	S ☐ Other ,exp	lain:	
10. Is your agency planning any changes to its food/product program?	į	☐ Yes	□ No
If yes, please explain:			
11. Do volunteers use services?		Yes Yes	□ No
If yes, do volunteers complete an application & me income guidelines required to receive food? 12. Number of volunteers that use services?	et	Yes	□ No
12. Number of volumeers that use services (	17		

13. Are clients required to make an appointment for assistance?		Yes Yes	□ No
If yes, describe the appointment making process	including details	m average time it:	takes individual to se
an appointment, average wait until the appointme			
14. Are distribution hours posted on the outside of the facility and visible to the client?		☐ Yes	□ No
<ol> <li>Day(s) and time of distribution</li> </ol>	Morning	Afternoon	After 5
Monday	36		16
Tuesday	Í		
Wednesday			38
Thursday	F	i i	16
Friday			
Saturday			
Sunday			100
6. Do you distribute food from more than one location?		☐ Yes	☐ No
If yes, please list location, day, and time of distributio	en.		
17. Does agency deliver food to clients?		☐ Yes	□ No
If yes,		- 3	
8. Number of families served last year :			
9. Average number of families served each month:			
<ol> <li>Estimated supply of food provided per family, in pounds:</li> </ol>			
21. Has the number of people requesting food increased over the past 12 months?		☐ Yes	□ No
If yes , e	stimate the increa	ise	
NOTES		3/1	***

. Is your agency inspected by the health/de	epartment?	☐ Yes	☐ No	On file
Do you have an occupancy permit?		☐ Yes	□ No	On file
Does staff prepare meals?		☐ Yes	□ No	
. Is kitchen managed by an individual that l Manager's Certification?	has Food	☐ Yes	□ No	On file
If no, explain				
. Name of staff who have Food Manager'	s certification and expirat	ion date:		
a. en en article anticon de la composition della				
				50
6. Does all kitchen staff have Safe Food H	andling	☐ Yes	□ No	70%
		1-1 1-2	140	
Certification?				
Certification? If no, explain			T <sup>a</sup>	
20 m (20 m (20 m )				
If no, explain	certification and expiratio	nn date:		
If no, explain	certification and expiration	on date:		
If no, explain	certification and expiratio	on date:		1
If no, explain  7. Name of staff that have Food Handler's		*Loo #202E-0		
If no, explain  7. Name of staff that have Food Handler's  8. Do your clients prepare meals?	☐ Yes	□ No		
If no, explain  7. Name of staff that have Food Handler's  8. Do your clients prepare meals?  9. Do you have menus posted?	☐ Yes ☐ Yes	□ No	☐ Instructed	
If no, explain  7. Name of staff that have Food Handler's  8. Do your clients prepare meals?	☐ Yes ☐ Yes ☐ Brenkfist	□ No □ No □ Lunch	☐ Instructed	
If no, explain  7. Name of staff that have Food Handler's  8. Do your clients prepare meals?  9. Do you have menus posted?	☐ Yes ☐ Yes ☐ Brenkfist ☐ 1	□ No □ No □ Lunch □ 2	(1) St. 135	
If no, explain  7. Name of staff that have Food Handler's  8. Do your clients prepare meals?  9. Do you have menus posted?	☐ Yes ☐ Yes ☐ Brenkfist	□ No □ No □ Lunch	(1) St. 135	
If no, explain  7. Name of staff that have Food Handler's  8. Do your clients prepare meals?  9. Do you have menus posted?  10. Check the meals served:	☐ Yes ☐ Yes ☐ Breakfast ☐ 1 Snack/Day Breakfast 1 Snack/day	☐ No ☐ No ☐ Lunch ☐ 2 Snacks/Day Lunch 2 Snack/day	Dinner	
If no, explain  7. Name of staff that have Food Handler's  1. Do your clients prepare meals?  2. Do you have menus posted?  3. Check the meals served:	☐ Yes ☐ Yes ☐ Breakfast ☐ 1 Snack/Day Breakfast	☐ No ☐ No ☐ Lunch ☐ 2 Snacks/Day Lunch	Dinner	
If no, explain  7. Name of staff that have Food Handler's  1. Do your clients prepare meals?  1. Do you have means posted?  1. Average number of people served:	☐ Yes ☐ Yes ☐ Breakfast ☐ 1 Snack/Day Breakfast 1 Snack/day	☐ No ☐ No ☐ Lunch ☐ 2 Snacks/Day Lunch 2 Snack/day	Dinner	

Describe dry storage: Location		Size	
Is food stored away from walls at least 2 inches?  Is food stored off floor at least 6 inches?	☐ Yes	□ No	Instructed Instructed
4. Is there any evidence of rodents/insects?	Yes	☐ No	
<ol> <li>Is stock rotated on a regular basis? (First In-First-Out)</li> <li>Is the storage area dry (free from moisture)?</li> </ol>	Yes Yes	□ No	☐ Instructed ☐ Instructed
7. Is food stored in a secured/locked area? 8. Is the storage area clean? 9. Who Cleans?	Yes Yes How Often	□ No □ No	Instructed Instructed
<ol> <li>Is the shelving constructed of non-porous surfaces which can be sanitized?</li> </ol>	☐ Yes	□ No	☐ Instructed
Shelving material:	(Samitizing 1 tsp bleac	Solution: h/ 1 qt. 100m	ı temp water)
Do shelves need repainting?  (If needed, paint with light color ename! based paint)	☐ Yes	□ No	☐ Instructed
12. Are chemicals and cleaning supplies stored separately and not above food product?	☐ Yes	□ No	Instructed
13. Is food stored in a way that allows inventory?	☐ Yes	□ No	☐ Instructed
<ol> <li>Is food quantity adequate for number of clients served?</li> <li>Is food variety adequate?</li> </ol>	Yes Yes	□ No □ No	
16. Are all products properly labeled? 17. Are canned goods bloated, rusted or are sealed linings broken?	Yes Yes	□ No □ No	
18. Is agency re-packing food?  If yes, what types of food?	Yes	□ No	
If yes, do individuals wear gloves, hair nets and label product?	☐ Yes	□ No	☐ Instructed
<ol> <li>Is baby food or formula expired?         If yes, m ust be discarded immediately     </li> <li>Are USDA grain products refrigerated from May to September?</li> </ol>	☐ Yes	☐ No	☐ Instructed

21. Is there any evidence of stock piling?	Yes Yes	☐ No	
22. Are there gaps, holes, or cracks in walls, ceiling, windows or doors?	Yes Yes	□ No	
23. What method of insect/rodent prevention is used to control pest?	☐ Traps	☐ Spray	☐ Contract
Other;			
24. If contract, w ho services your pest control?			
25. How often is pest control used?	☐ Weekly	☐ Every 2 weeks	☐ Monthly
Obtain a copy of agreement.	Quarterly	☐ Yearly	
C-1912 - 12-000 - 13-00			
27. Describe the ventilation:	Central Air	☐ Fans	Window Units
☐ Other:	None		
28. Do you have fire/smoke alarms?	Yes Yes	☐ No	☐ Instructed
29. Do you have fire extinguishers?	Yes Yes	□ No	☐ Instructed
30. Do you have coolers or freezers?	Yes Yes	☐ No	
NOTES	2425 FPE #7554	10000000	

Are sinks clean and maintained?	☐ Yes	☐ No	□ N/A
Is stove clean and maintained?	☐ Yes	□ No	□ NA
Are temperature guidelines posted?	☐ Yes	□ No	□NA
is there proper lighting?	☐ Yes	□ No	
Are there any signs of insect /rodent activity?	☐ Yes	□ No	
Does the food preparer (s) wear a clean apron, hair net or cap?	☐ Yes	□ No	
Are the dishes cleaned, rinsed and samitized according to acceptable procedures?	☐ Yes	□ No	
How are the dishes cleaned?			3-compartment
	Commercial	Residential	sink
	other		
Is there any equipment that does not work?	☐ Yes	□ No	
	If yes,		
Are choking posters in sight?	☐ Yes	□ No	
Is dining area clean (table, floors, etc.)?	☐ Yes	□ No	
Does the restroom door open directly into the room in which food is prepared?	☐ Yes	□ No	
Is the restroom clean?	☐ Yes	☐ No	
Is there hot water in rest room?	☐ Yes	☐ No	
Is there soap in all soap dishes in restroom?	☐ Yes	□ No	
Are there paper towels to dry hands in restroom?	☐ Yes	□ No	
Is there a sign reminding staff to wash their hands before returning to work?	☐ Yes	☐ No	
Are toxic items properly packaged and labeled?	☐ Yes	☐ No	
Are health permits in view?	☐ Yes	□ No	□ NA
NOTES :			
NOTES:			

Refrigeration units	Temp Gauge?	Temp at Inspection (34-40)	Temps logged?	Space for circulation?	
Select		degrees			^
Select		degrees			
Select		degrees			
Select		degrees			
Select		degrees			
Select	П		П		,
Freezer units	Temp Gauge?	Temp at Inspection (0-10)	Temps logged?	Space for circulation?	
Select		degrees			^
Select		degrees			
Select		degrees		□	
Select		degrees			
Select		degrees		П	ı
<u>Select</u>		degrees			V
NOTES:		99.75581			

# **TDA Monitoring Form**

### **Monitor of Partner Local Agencies**

Instruction to Contracting Entity Representative (food bank): Please complete document in its entirety and retain for records. Instruct the Local Agency Representative to sign the document. They may keep a copy for retention.

1.		stice For All" poster prominentl icipants at all times? [section 6110	
	Yes	$\square$ No	
	Location of poste	er at facility:	
	If 'No,' proceed t	o move the poster in an optimal	location.
2.	0 2	~	guidelines (185% of federal poverty griculture? [section 4222 of TEFAP handbook]
	☐ Yes	□ No	
3.		ncy allow the food bank contra (i.e. participant applications)? [	cting entity representative to view Section 4520 of TEFAP handbook]
	Yes	□ No	
	Government Acc		ogram records to TDA, USDA and sentatives at time of request? Access ing and copying.
	☐ Yes	□ No	
	Food Bank Repr	esentative's Signature	Date
	Local Agency Rer	resentative's Signature	——————————————————————————————————————

# **Biennial Distribution Visit Form- Food Pantry**

#### Pantry Distribution Monitoring Form

#### Section I

Date of Monitor:	Date of Last Monitor:	
Agency Name:	Acct #:	
Site Coordinator:	Phone:	
Email:	Č.	

#### Section II

Require	d Posted Signage	Yes	No	Instructed	Notes
	Current AJAF Poster				
All Agencies	Complaint Procedures (must include agency contact person & contact info – phone number and/or email address)	50.0	38 - 8	*	
	TEFAP Participant Rights & Responsibilities		<u> </u>	3	
	Current Income Guidelines	28	8 3		
Religious Orgs Only	TEFAP Written Notice of Beneficiary Rights		8 8		

#### Section III

Intake Process	Yes	No	Instructed	Notes
Is current BVFB-approved client intake form being used?		98 0		
Is agency requiring proof of income/identity/etc.?				

Intake Process	Yes	No	Instructed	Notes
Does applied intake process/procedure match up with written intake process/procedure?	Ž.			
Is agency logging each client (sign-in, check-in system, etc.)?	**	<del>( )</del>	*	
Are volunteers using services?			3	
Are volunteers being served in the same manner as regular clients (i.e., no preferential treatment)?	32	(6)	, ç	

Additional Notes/Comments:

Monitored By:

# **Biennial Distribution Visit Form – On-Site**

#### **On-Site Distribution Monitoring Form**

#### Section I

Date of Monitor:	Date of Last Monitor:
Agency Name:	Acct #:
Site Coordinator:	Phone:
Email:	***********

#### Section II

Required Posted Signage	Yes	No	Instructed	Notes
Current AJAF Poster	82 3		33	3
Complaint Procedures (must include agency contact person & contact info – phone number and/or email address)	8 0		342 3	
Daily Menu	× 3			
Does the Health Dept. Inspect this agency? If yes, is the Health Permit prominently displayed?	R 6		35 3	©.
Does the Fire Marshall inspect this agency? If yes, is the Occupancy Permit prominently displayed?	8 2			9
Choking Poster (in dining area)	16 X			3
Safe Cooking Temperature Guidelines (in kitchen)	8 3		· · · · · ·	8
Handwashing Sign (in bathroom)	* >		300	i.

#### Section III

Intake Process	Yes	No	Instructed	Notes
Is agency capturing client information via intake form?	30.0		300	
(Current BVFB-approved client intake form not required for on-site agency)				

Does applied intake process/procedure match up with written intake process/procedure?		
Is agency logging each client (sign-in, check-in system, etc.)?		
Are volunteers using services?		18
Are volunteers being served in the same manner as regular clients (i.e., no preferential treatment)?		2

Additional Notes/Comments:

Monitored By:

# **Sample Food Pantry Sign**

# Name of your Food Pantry

Hours and days of distribution

Who you serve (county, cities, etc.)

Household Size	Eligibility (185%) of Poverty Effective July 1, 2017- June 30, 2018							
No. of								
Household								
Members	Annual	Monthly	Twice-Monthly	Bi-Weekly	Weekly			
1	\$22,311	\$1,860	\$930	\$859	\$430			
2	30,044	2,504	1,252	1,156	578			
3	37,777	3,149	1,575	1,453	727			
4	45,510	3,793	1,897	1,751	876			
5	53,243	4,437	2,219	2,048	1,024			
6	60,976	5,082	2,541	2,346	1,173			
7	68,709	5,726	2,863	2,643	1,322			
8	76,442	6,371	3,186	2,941	1,471			
For Each Additional								
Person, Add	+7733	+645	+323	+298	+149			

Note: Use gross income to determine eligibility.
Farmers and self-employed households qualify based on net income (total income minus expenses).
A household with unexpected and unavoidable expenses of a household crisis may qualify for temporary, emergency food assistance without regard to the household's gross or net income.

# **Pest Control Log**

Log can be used rather than sending in last pest control invoice

### Pest Control Log

Agency Na	ame:			
Inspection Month	Inspection completed by	Results (Clear/Signs of Infestation)	Actions Taken	Date of Action

# **Temperature Log**

Texas Department of Agriculture	Temperature Record	Form H1635 May 1990
Organization Name		Telephone No.
Location of Freezer(s)/Cooler(s)		J

DAY OF MONTH		<b>FREEZERS</b>			COOLERS		SIGNATURE
- 5	1	2	3	1	2	3	
1							
2			1				
3							
4	- 3	. 0					
5	- 9	. 8		2 23		8	
6							
7							
8	8		9			j j	
9	2					Ü	
10		. 8					
11							
12	9	8	- 2	3 53			
13	- 0	. 8	· ·	S S		9	
14							
15							
16	-						
17							
18		55	- 2	3 53	-		
19	3						
20						i ii	
21							
22							
23	8	5 55	- 1	3 53		- 8	
24	- 2	. s		2 8	35		
25	- 8	*				*	
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### **Choking Poster**

# **CHOKING AHOGO**

WARNING: Do not use this method on children under one year of age.

ADVERTENCIA: No utilize este método con niños menores de un año de edad.



# 4 Minutes to Live

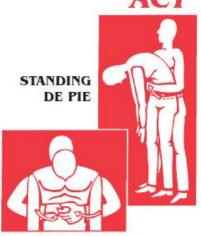
- · Hand on neck
- Cannot speak or breathe
- Turns blue
- Collapses

#### 4 Minutos para Vivir

### MIRE

- · Manos en el cuello
- · No puede hablar ni respirar
- Se pone color azul
- Se cae

# ACT ACTUE



#### STANDING

- Stand behind the victim and wrap your arms around their waist.
- Place your fist with thumb side against the victim's abdomen slightly above the navel and below the rib cage.
- Grasp your fist with your other hand and press into the victim's abdomen with a quick upward thrust.

#### LYING

- Victim is lying on their back.
- Facing victim, kneel astride the thighs.
- With one of your hands on top of the other, place the heel of your bottom hand on the abdomen slightly above the navel and below the rib cage.
- Press into the victim's abdomen with a quick upward thrust,



#### DE PIE

- Párese detrás de la victima y póngale los brazos alrededor de la cintura.
- Coloque el dedo pulgar de su puño en el abdomen de la victima, apenas arriba del ombligo, y abajo de la caja torácica.
- Agarre su puño con la otra mano y presione hacia el abdomen de la victima con un movimiento ràpido hacia arriba.

#### ACOSTADO

- La victima está acostada de espalda.
- Colòquese de frente a la victima poniendose de rodillas a los lados de los musios.
- Con una mano encima de la otra, coloque la base de la mano sobre el abdomen, apenas arriba del embligo y abajo de la caja torácica.
- Presione el abdomen de la victima con un movimiento rápido hacia arriba.

#### KEEP TRYING

After food is dislogged, have the victim visit a doctor.

#### CONTINUE EL MOVIMIENTO

Cuando haya sacado el bocado de la victima, haga que esta visite un médico.

Approved by Texas Department of State Health Services Distributed by:

EMS - PHONE 911



### Wash Your Hands! CDC Poster- English

# Stop Germs! Wash Your Hands.

### When?

- · After using the bathroom
- · Before, during, and after preparing food
- · Before eating food
- Before and after caring for someone at home who is sick with vomiting or diarrhea
- After changing diapers or cleaning up a child who has used the toilet
- · After blowing your nose, coughing, or sneezing
- After touching an animal, animal feed, or animal waste
- · After handling pet food or pet treats
- · After touching garbage



### How?



Wet your hands with clean, running water (warm or cold), turn off the tap, and apply soap.



Lather your hands by rubbing them together with the soap. Be sure to lather the backs of your hands, between your fingers, and under your nails.



Scrub your hands for at least 20 seconds. Need a timer? Hum the "Happy Birthday" song from beginning to end twice.



Rinse hands well under clean, running water.



Dry hands using a clean towel or air dry them.

Keeping hands clean is one of the most important things we can do to stop the spread of germs and stay healthy.



www.cdc.gov/handwashing



This material was developed by CDC. The Life is Better with Clean Hands Campaign is made possible by a partnership between the CDC Foundation, GOJO, and Staples. HHS/CDC does not endorse commercial products, services, or companies.

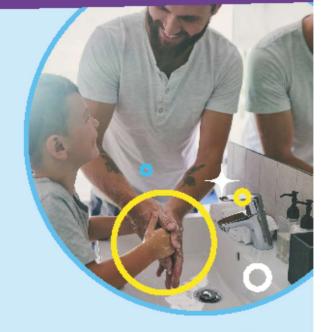
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### **Wash Your Hands! CDC Poster - Spanish**

### ¡Detenga los microbios! Lávese las manos

### ¿CUÁNDO?

- Después de ir al baño.
- · Antes, durante y después de preparar alimentos.
- · Antes de comer.
- Antes y después de cuidar a alguien que tenga vómitos o diarrea.
- Antes y después de tratar cortaduras o heridas.
- Después de cambiarle los pañales a un niño o limpiarlo después de que haya ido al baño.
- Después de sonarse la nariz, toser o estomudar.
- Después de tocar animales, sus alimentos o sus excrementos.
- Después de manipular alimentos o golosinas para mascotas.
- · Después de tocar la basura.



### ¿CÓMO?



Mójese las manos con agua corriente limpia (tibia o fría), cierre el grifo y enjabónese las manos.



Frótese las manos con el jabón hasta que haga espuma. Asegúrese de frotarse la espuma por el dorso de las manos, entre los dedos y debajo de las uñas.



Restriéguese las manos durante al menos 20 segundos. ¿Necesita algo para medir el tiempo? Tararee dos veces la canción de "Feliz cumpleaños" de principio a fin.



Enjuáguese bien las manos con agua corriente limpia.



Séquese las manos con una toalla limpia o al aire.

Mantener las manos limpias es una de las cosas más importantes que podemos hacer para detener la propagación de microbios y mantenernos sanos.



### www.cdc.gov/lavadodemanos



Este material fue elaborado por los CDC. La campaña La Vida es Mejor con las Manos Limpias es posible gracias a una asociación entre la Fundación de los CDC, GCJO y Stapias. El HHS y los CDC no respaidan productos, servicios ni empresas comerciales.

# **Example Daily Menu**

### Breakfast:

- Orange Juice
- Scrambled Eggs
- Hash Browns
- Yogurt

### Lunch:

- Water or Iced Tea
- Sandwich
  - o Turkey or Ham
  - Wheat Bread
  - Lettuce
  - o Tomato
  - o Mayo
- Fruit Salad
- String Cheese

### Dinner:

- Water or Iced Tea
- Meatloaf
- Mashed Potatoes
- Side Salad
- Baked Apples

### Snacks:

- Granola Bar
- Apples and Peanut Butter

# **Safe Minimum Internal Temperature Chart**

Safe steps in food handling, cooking, and storage are essential in preventing foodborne illness. You cannot see, smell, or taste harmful bacteria that may cause illness. In every step of food preparation, follow the four guidelines to keep food safe:

Clean—Wash hands and surfaces often.

Separate—Separate raw meat from other foods.

Cook—Cook to the right temperature.

Chill—Refrigerate food promptly.

Cook all food to these minimum internal temperatures as measured with a food thermometer before removing food from the heat source. For reasons of personal preference, consumers may choose to cook food to higher temperatures.

lood to higher temperatures.	
Product	Minimum Internal Temperature & Rest Time
Beef, Pork, Veal & Lamb Steaks, chops, roasts	145 °F (62.8 °C) and allow to rest for at least 3 minutes
Ground meats	160 °F (71.1 °C)
Ham, fresh or smoked (uncooked)	145 °F (62.8 °C) and allow to rest for at least 3 minutes
Fully Cooked Ham (to reheat)	Reheat cooked hams packaged in USDA-inspected plants to 140 °F (60 °C) and all others to 165 °F (73.9 °C).

Product	Minimum Internal Temperature
All Poultry (breasts, whole bird, legs, thighs, and wings, ground poultry, and stuffing)	165 °F (73.9 °C)
Eggs	160 °F (71.1 °C)
Fish & Shellfish	145 °F (62.8 °C)
Leftovers	165 °F (73.9 °C)
Casseroles	165 °F (73.9 °C)

Last Modified Jan 15, 2015

https://www.fsis.usda.gov/wps/portal/fsis/topics/food-safety-education/get-answers/food-safety-fact-sheets/safe-food-handling/safe-minimum-internal-temperature-ch

### **Client Choice Models**

There are several different types of Client Choice models from which to choose from. Choose the one that works best for you:

#### • The Point System

The point system is based upon how much a product would cost if purchased at the store. The pantry assigns a point value for each item. The clients are given a total number of points they are allowed to spend and choose items until they have spent their points. The total allotment per client is determined by the pantry depending on the size of household.

#### • The Pound System

The pound system is based entirely on the weight of the food. Each product is assigned a pound value. The client is given an allotment and items are chosen until their allotment is expended.

- Goal Pounds Assortment The Food Pyramid System

  The pantry categorizes all food items into food groups and then provides each client with poundage allotments for each group.
- The Rainbow of Colors System

  The rainbow of colors system is similar to the Food Pyramid System but uses points for each food group. Clients choose items per color allocation. This ensures that clients choose a variety of foods.
- The Number of Items System
  Clients are assigned a number of items they can receive. Limits can be placed on certain products. Clients choose product until they have reached their number of items allocated.
- The Items List System

The pantry volunteer gives the clients a list of food available, the client looks over the list, and makes their food selection. A pantry volunteer prepares the bag for the client.

### • Fixed Menu Plus "Grab Bag" Option

Pantry distributes its traditional fixed standardized food box, and then also displays varieties of different items from the pantry permitting clients to take limited (one bag, six items, etc.) or unlimited amounts of those goods or any odds and ends which find their way into your pantry.

#### • Open Distribution

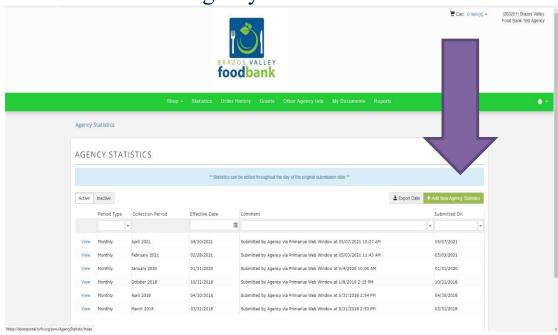
This is very simple, yet by far the most untraditional, to run as a food pantry. The pantry gets all the food they can from the Food Bank and permits clients to choose the types and amount of food they want. No limits, no restrictions, just trust.

# **Guide to Entering Statistics in P2**

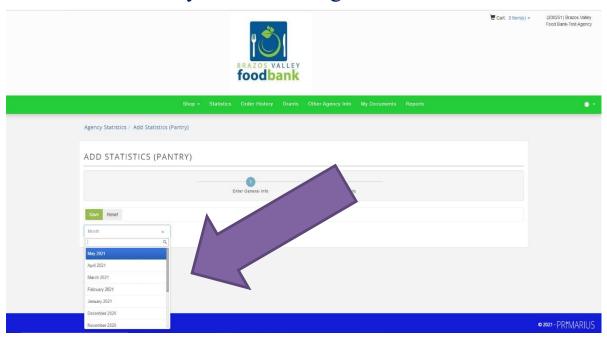
# First, choose "Statistics" from this page:



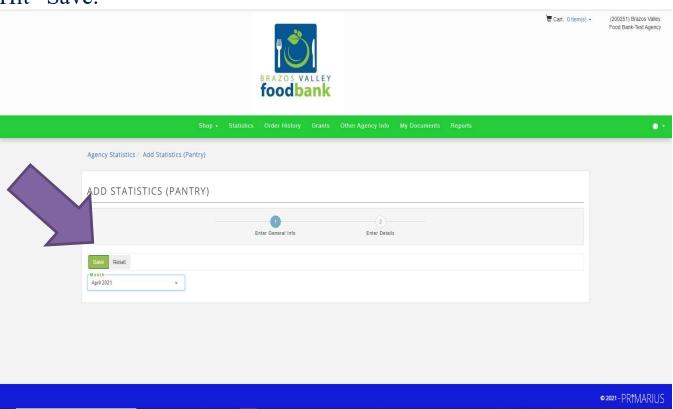
Click on "Add New Agency Statistics"



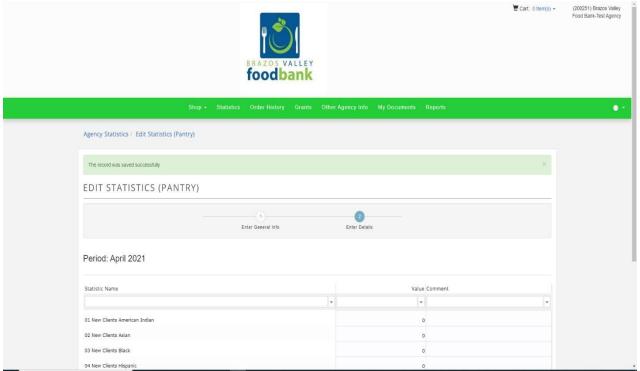
# Choose the month you are entering.



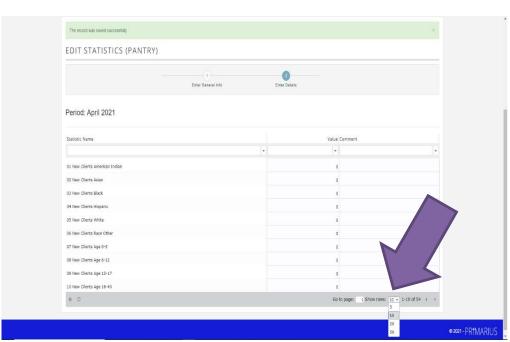
### Hit "Save."



Enter your stats. There is no longer a "submit" or save" button at the bottom in the new system. The new system automatically saves your entries as you enter. You have until the end of the day to make additions or changes if needed.



At the bottom of the page, you have the option to view 5-50 lines at a time.



There are still lines on a second page if you choose the 50-line option, so do not forget to hit the arrow once you are finished with this page.

