

East Texas Food Bank Partner Policies and Procedures Handbook



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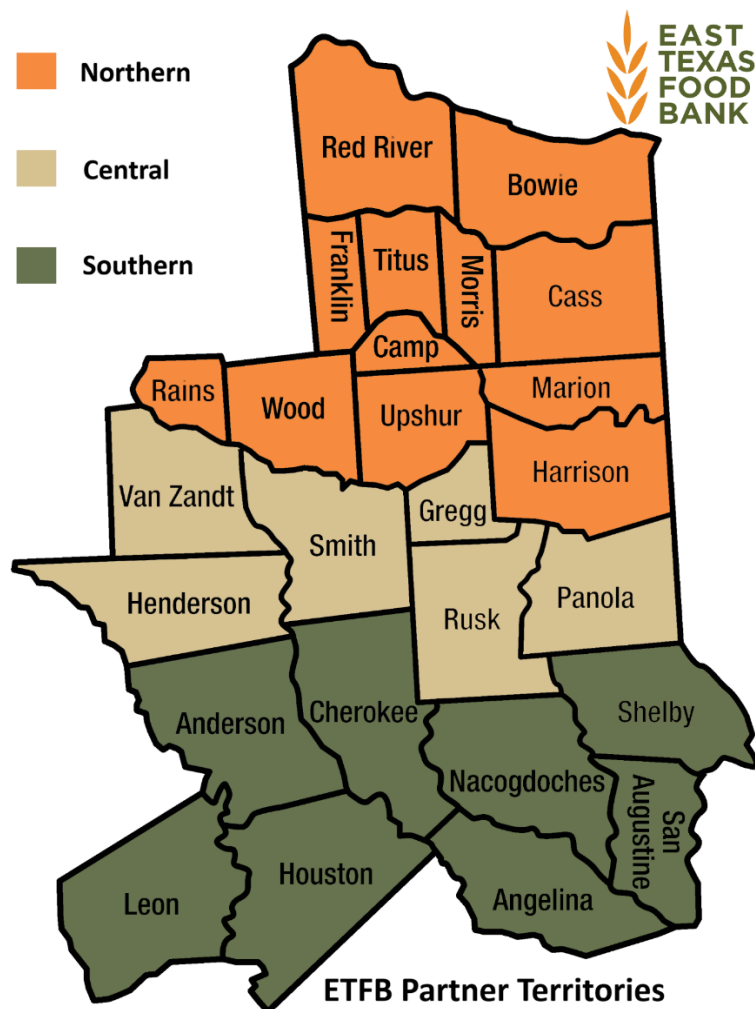
Mission and Impact

The mission of the East Texas Food Bank (ETFB) is to fight hunger and feed hope in East Texas.

Since 1988, the East Texas Food Bank, a 501(c)(3) nonprofit organization, has provided 500 million meals to over 200 partners and feeding programs, to children, adults and seniors, throughout 26 counties in East Texas.

Through our Feeding America affiliation, the East Texas Food Bank is accountable for providing the highest standards of food storage and handling, record keeping, and accurate donation tracking.

The East Texas Food Bank appreciates that our partners demonstrate a commitment to serving those who are at risk of food in securing and are additionally dedicated to adhering to all ETFB policies and procedures explained in this ETFB Partner Policies and Procedures Handbook.



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General Partner Requirements

Partners must be good stewards of the donated commodities entrusted to them from the East Texas Food Bank. Please read this section carefully to fully understand the East Texas Food Bank's expectations of Partners.

General Requirements

- The safe and proper handling of food product, which conforms to all local, state, and Federal guidelines.
- Willingness to abide by East Texas Food Bank and USDA policies, procedures, and record keeping requirements.
- Staff and volunteers of the program will not engage in discrimination against any person because of race, color, national origin, sex, age, or disability.
- Staff and volunteers of the program must show respect to all neighbors. Inferior, degrading or otherwise disrespectful communication to neighbors will not be tolerated.
- Partners must allow the East Texas Food Bank to monitor their food distributions.

- Partners must have access to the internet for capturing neighbor data, assistance records, and placing food orders.
- Partners must have at least two (2) representatives, each with access to a functioning email account and separate cell phone numbers for emergency communications.
- Partners must notify ETFB of any staff or volunteer turnover by completing the Partner Information Update Form. This form can be accessed via the ETFB website.

Monitoring Visits

The purpose of the monitoring visit is to ensure Partners are adhering to all East Texas Food Bank requirements. Feeding America requires East Texas Food Bank Partners to be monitored a minimum of every two years. Some programs are required to be monitored annually. The East Texas Food Bank reserves the right to visit any Partner unannounced.

Shared Maintenance Fees and Payments

Shared Maintenance Fees

Partners pay a handling fee to help defray miscellaneous operational costs (warehouse, freight, administrative expenses). This is not a charge for food. The fee is assessed on the gross weight of products received. The East Texas Food Bank has a maximum of \$0.19 cents per pound of food. The East Texas Food Bank may reduce or eliminate this fee on certain products at its discretion.

Type of Food	Maintenance Fee
USDA and Donated Foods	\$0.19 per pound
Purchased Foods	\$0.08 per pound

Invoices

Partners receiving deliveries will receive an invoice from the ETFB driver at the time of delivery. Partners picking up orders at ETFB will receive an invoice from Agency Fulfillment. All payments are due within 30 days of the invoice date. Invoices not paid within 30 days will be considered past due. Beginning on day 31, ETFB staff will contact the Partner regarding the outstanding balance. If an invoice remains unpaid after 60 days, the Partner's privileges will be suspended until the balance is paid in full. To make payment arrangements for past-due invoices, Partners may contact the East Texas Food Bank Finance Director at (903) 617-2011.

Payment Methods

Partners must pay invoices with a business check. Payments are NOT accepted through personal checking accounts, cash, or money orders. The Partner Agency number and invoice number(s) must be included with the payment, either by writing these numbers on the check or by enclosing a copy of the invoice. Payments may be mailed to the East Texas Food Bank or provided to the ETFB driver at the time

of delivery. Drivers are unable to wait for payment, so please have your payment ready before the scheduled delivery.

Training

LearnUpon

The East Texas Food Bank provides regular training opportunities to Partners through LearnUpon, a Learning Management System (LMS), including required courses listed below.

- Civil Rights Training
- Confidentiality Agreement
- Food Safety Training
- Program Training

Partner Orientation

Partner Orientation is offered to new Partners as well as Partners with new leaders or volunteers or representatives who need retraining.

- Partner Orientation is held quarterly: August, November, February, and May.
- New partners must submit proof of their nonprofit IRS status and sign all required agreements before attending Partner Orientation.
- The partnership will officially begin once the Partner has completed Partner Orientation.
- Partner Orientation training is required by at least one of the Partner's leaders (typically the Director/Pastor, Primary Contact, or the Secondary Contact).
 - If the Partner should gain a new Partner Leader, that person is required to attend Partner Orientation.
- It is highly recommended that the Partner representative responsible for intake procedures, and/or responsible for training other intake volunteers, attend Partner Orientation at least once.
- The East Texas Food Bank reserves the right to require specific Partner representatives to attend Partner Orientation, should they determine it necessary during a monitoring visit.

Partner Conference

The East Texas Food Bank hosts an annual Partner Conference to provide additional training opportunities, build Partner capacity, and bring our partner network together. Each Partner is required to have at least one representative attend the annual Partner Conference.

Partner Annual Update

Each Partner is required to participate in ETFB's Annual Update each program year. The Annual Update is due by **October 31** of the current calendar year.

East Texas Food Bank Food Sourcing

Feeding America and Feeding Texas

The East Texas Food Bank works with Feeding America and Feeding Texas to receive donated and low-cost food. These shipments often have transportation and processing costs. Many of the fresh fruits and

vegetables we receive come through these programs. The food is shared with our Partners and programs. Depending on the shipment, there may be no cost to the Partner, or there may be a shared maintenance fee of up to \$0.19 per pound.

Commodities

The East Texas Food Bank receives many basic food items through The Emergency Food Assistance Program (TEFAP). These foods include shelf-stable milk, rice, beans, cereal, and canned goods. TEFAP is a federal food program funded by the U.S. Department of Agriculture (USDA) and managed in Texas by the Texas Department of Agriculture (TDA).

Partners that operate a food pantry must have a signed TEFAP Agreement on file with the East Texas Food Bank. They must also complete a H1555 application for USDA Foods for each household receiving TEFAP foods. These forms must be available to ETFB staff during a monitoring visit.

Much of the produce distributed by the East Texas Food Bank is provided through the USDA. Partners that operate a Community Produce Distribution must have a signed TEFAP Agreement on file with the East Texas Food Bank. They must also complete a Produce Data Report monthly.

Purchased Foods

The East Texas Food Bank sets aside funds each year to purchase shelf-stable food for Partners and programs. This helps fill the gaps when certain foods are not available through TEFAP. For example, if we know we will not receive canned vegetables through TEFAP during a particular month, we may purchase a truckload of canned vegetables to help meet our Partners' needs. We work with food vendors to get the best possible prices. These foods are then made available to Partners and programs at the East Texas Food Bank's purchase cost, plus a small, shared maintenance fee.

Purchased Foods- Produce

The East Texas Food Bank purchases truckloads of fresh produce at discounted rates as well as rescues loads of fresh produce that manufacturers may otherwise dispose of and distributes them to Partners at no cost. These discounted loads often include produce that is considered imperfect but still safe and suitable to eat, such as "seconds" or loads containing a small percentage of naturally occurring decay. Partners should expect that up to 20% of a produce load may be affected by decay. Partners receiving produce are responsible for inspecting each load and discarding any produce that is no longer suitable for consumption before distributing it to neighbors. Please refer to the produce program guidelines for more information about how to manage produce if your organization plans on distributing fresh produce as part of your offerings to the community.

Food Rescue- Retail Store Donations Program

The East Texas Food Bank receives donations from local grocery stores, distributors, manufacturers, farms, and other food industry companies. These donations are no longer valuable to the donor due to short dates, surplus, cosmetic damage, or other reasons, but are still good and safe for people to eat. Partner Retail Store Donation food rescue is the same concept, but with authorized Partners picking up directly from the donor and reporting pounds back to the East Texas Food Bank. The East Texas Food Bank receives many shelf-stable, dry grocery donations through a variety of community food drives and events. If your organization participates in the Retail Program you will be asked to review a guidebook for that specific program, and sign an agreement.

Partner Food Drives/Food Donations

Partners are encouraged to source food from local donors in their communities. However, food donations should only be accepted from donors that adhere to all local and state food safety guidelines.

Prepared Food Guidelines

Examples of prepared foods are items made at the donor site, such as fresh bagels, whole pizzas, and trays of catered food.

Acceptable Donations:

- Completely wrapped in approved food grade packaging
- Proper labeling
- Ingredients must be listed on the label
- Cooled quickly if previously held hot
- At 41°F or below, fully frozen is preferred

Unacceptable Donations:

- Previously served or put on a buffet table
- Previously reheated items
- Kept in the danger temperature zone for more than 2 hours
- Not completely wrapped
- Not in approved food grade packaging
- Unlabeled/ no ingredient statement or allergen disclaimer as required
- Over 41°F
- Not cooled down to 41°F if previously held hot

Donated Meat

Partners may not accept donated meat unless it has been processed at a state or federal certified meat processor (i.e. Sanderson Farms, Tyson, etc.).

Monthly Reporting

Partners are required to submit assistance records monthly.

- Food Pantries and Senior Box Sites are required to submit all assistance records through Oasis Insight or an ETFB-approved method. Monthly reports are due within two (2) days following the partner's final distribution of the month.
- Onsite meal kitchens and residential facilities are required to submit an Onsite Meal Monthly Report via ETFB's website. Monthly reports are due within two (2) days following the partner's final distribution of the month.
- Community Produce Distribution Partners are required to submit a Produce Data Report via ETFB's website. Monthly reports are due within two (2) days following the partner's final distribution of the month.

- Partners that hold “retail store-only” distributions outside of their regular pantry hours must submit a Retail Store-Only Distribution Report via ETFB’s website.
- If assistance records and/or monthly reports are not submitted on time **for two consecutive months**, the Partner will have their ordering privileges suspended or their distributions canceled.

The East Texas Food Bank provides cumulative information for the Texas Department of Agriculture, which reports consolidated statewide numbers to the USDA and Feeding America. Partners may not anticipate the number of households that will be served. Actual household numbers must be submitted. Reports submitted before the distribution occurs will not be accepted. **Partners that did not serve food must still report zero totals in the monthly report.**

Civil Rights

The East Texas Food Bank embraces a philosophy that recognizes and values diversity. We are committed to the inclusion and participation of all people. Partner Staff and Volunteers must not engage in discrimination against any person because of race, color, national origin, sex, age, or disability.

The Texas Department of Agriculture requires every Partners' staff and/or volunteer that interacts with neighbors or neighbors' eligibility information (Form H1555) to complete Full Civil Rights Training annually. Full Civil Rights Training can be obtained through LearnUpon via the East Texas Food Bank website. The training in LearnUpon takes approximately 30 minutes. Certification requires completion of a 10-question quiz, which must be passed at a rate of at least 80%. The Partners' Annual Civil Rights Training Log must be signed upon completion. Alternate methods of obtaining Full Civil Rights Training must be approved by East Texas Food Bank.

It is the Partner’s responsibility to maintain valid Civil Rights Training Certifications from every staff and/or volunteer that interacts with neighbors and/or neighbor eligibility data. These documents must be made available to ETFB staff during monitoring visits.

Sites Housed Within Religious Organizations

Federal civil rights laws address explicitly religious activities at religious organization sites:

1. Organizations must not engage in explicitly religious activities, including overt religious contact such as worship, religious instruction, or proselytization.
2. An explicitly religious activity at a site must be separated in time or location from food services.
3. Organizations must not require participants or applicants to participate in explicitly religious activities to receive food.

Explicitly Religious Activities

The following table provides examples to guide explicitly religious activities at food sites.

It is acceptable to...	It is not acceptable to...
Hang a cross on a wall at the food distribution site.	Require participants to stand by a cross and recite a prayer prior to the food distribution.

Place a menorah on a table at the site during the holiday season.	Refuse food to participants who do not practice the Jewish faith.
Display faith-based pamphlets at the front or back of the site for interested people.	Insert faith-based pamphlets into food bags or boxes that will be distributed to participants.
Have a religious official, such as a pastor, assist with the food distribution.	Require or encourage participants to have a religious conversation prior to or during the food distribution.
Hold a prayer service on the second level of a church building while the food distribution occurs on the lower level.	Hold a prayer service in the same room and at the same time as the food distribution.
Invite participants or applicants to participate in a voluntary - and clearly separate - prayer before the food distribution.	Lead participants in prayer at the beginning of the food distribution.

Written Notice of Beneficiary Rights

Sites located at faith-based or religious organizations must protect applicants' and participants' rights regarding participation in religious activities. (Applicants and participants are referred to here as "participants".)

Sites must display the Written Notice of Beneficiary Rights near the "And Justice for All" poster to inform participants of the following information:

- The Partner may not discriminate against participants 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.
- The Partner may not require participants to attend or participate in any explicitly religious activities that they offer. Participants' participation in these activities must be purely voluntary.
- The Partner must separate, in time or location, any privately funded, explicitly religious activities from activities supported with ETFB direct assistance.
- If the participant objects to the religious character of our organization, the Partner must make reasonable efforts to identify and refer the participant to an alternate provider to which you have no objection. The Partner cannot guarantee, however, that in every instance, an alternate provider will be available.
- Applicants and participants may report violations of these protections (including denials of services or benefits) to TDA at www.Squaremeals.org.

Upon the request of a participant, the Partner must provide a copy of the written notice. The Written Notice of Beneficiary Rights can be found on the East Texas Food Bank's website.

Disability Accommodations

The East Texas Food Bank requires all Partners to provide reasonable accommodations to neighbors with disabilities during food distributions. If distribution locations are inaccessible for individuals with disabilities, all services must still be provided to the neighbor (i.e. deliver boxes to the neighbor's car, etc.).

Civil Rights Poster and USDA Nondiscrimination Statement

The East Texas Food Bank requires all Partners to post the provided “And Justice for All” poster in an unobstructed location visible to neighbors. All older versions of this poster should be removed.

The “And Justice for All” poster displays the USDA Nondiscrimination Statement, which reads: “In accordance with Federal law and the U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin (including limited English proficiency), sex, age, disability, and reprisal or retaliation for prior civil rights activity. Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., braille, large print, audiotope, American Sign Language) should contact the responsible State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant’s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Office of the Assistant Secretary for Civil Rights (OASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or email: program.intake@usda.gov.”

TEFAP Participant Rights and Responsibilities Form

TEFAP applicants and participants have rights and responsibilities that are listed in the TEFAP Participant Rights and Responsibilities form. Partners must make the form available during the application and recertification process. The form may be posted near the “And Justice for All” poster. Partners may read the form to applicants if necessary, or applicants may read it themselves.

For example: Some Partners present a laminated copy of the TEFAP Participant Rights and Responsibilities form to each applicant as a part of the Pantry Intake process.

Partner Operations

All products (food or otherwise) donated to the East Texas Food Bank must be considered having been donated under the provisions of Section 170(e)(3) of the USD Internal Revenue Code. The East Texas Food Bank requires Partners to follow IRS Code 170(e)(3) requirements at all times and mandates donated products shall be indeed only for the ill, needy, or infants.

The following applies to all donated goods regardless of the source of donation.

- Donated product may not lawfully be used to “pay” staff or volunteers.
- Donated product may not be “sold” or “traded” for any reason.
- Partner volunteers may not pick through donated products before their advertised distribution to the public. Any Partner volunteers or staff in need of assistance must receive food (or non-food) through the same process as the general public. Preferential treatment cannot be given to these individuals.

- If a staff member or volunteer are found in breach of these guidelines, the East Texas Food Bank will request a corrective action plan from the Partner.
- Donated products may not be used for the purpose of fundraising, either as prepared food (such as spaghetti dinners or bake sales) or as "prizes". The ETFB or its partners may specifically solicit donations of product for use in raising funds, or a refreshment for volunteer participants in special events, as long as the solicitation, receipting, and use is carefully documented and conveyed to the donor that the product does not qualify under 170(e)(3).

Partners may only distribute donated products to neighbors, regardless of how they receive the donation (i.e. directly from East Texas Food Bank or Retail Store Donations Program, etc.). Partners may not distribute donated products to non-East Texas Food Bank Partners. In addition, East Texas Food Bank Partners must follow these guidelines

Distribution Requirements

- All Partners operating a **food pantry** must be open at least once a month for a minimum of two hours. New pantries (as of 2020) must be open at least twice a month for a minimum of two hours for each distribution or be open at least once a month for a minimum of two hours during the weekend.
- Partners operating an **onsite meal kitchen** must serve meals to any individual seeking a meal each time the kitchen is open for service.
- Partners operating **Senior Box** must be open for a minimum of two hours a month, or until all available supplies have been distributed.
- Partners operating a **Community Produce Distribution** must be open during their posted hours of operation, or until all available supplies have been distributed.
- Partner hours of operation must be made public, and signage stating the hours of operation must be posted at the site location. The Partner must inform the East Texas Food Bank of any changes to distribution hours of operation.
- Food Pantries are required to determine TEFAP Program Eligibility of any applicant who wishes to receive food from the pantry.
- Partners may not accept monetary donations from neighbors during food distribution.
- Partners may not sell or use donated products in exchange for money, other property, or services.
- Partners must serve each household a minimum of once a month.

Public Notice

Partners must give notice to the public of distributions of USDA foods. Public notices must meet the following requirements:

- Target eligible households whose members are unemployed or have low incomes and households that include elderly or disabled people.
- Include the locations of the Partner.
- Provide the days and hours of distribution.
- If applicable, the Partner should post a public notice to explain why a distribution is cancelled.

TDA encourages Partners to inform the public of all USDA food distributions through their own established and customary communications methods. Suggested methods to advertise the availability of USDA foods include, but are not limited to, the following:

- The media (TV, radio, newspaper)
- Civic and religious organizations
- City and county governments
- Social service organizations, upon request

Volunteer Use of Donated Products

Partners must use extreme caution not to give the perception that volunteerism is rewarded or compensated with donated product. This would appear that the Partner is paying volunteers with donated products which is a direct violation of IRS codes. The East Texas Food Bank understands that some neighbors volunteer and some volunteers may find themselves in need of food, so Partners should implement internal volunteer procedures that address these situations. If the only volunteers of the Partner are also neighbors, Partners must ensure the following:

- The volunteer must qualify for services
- The volunteer must receive the same items and amount as all other neighbors.
- The volunteer may not receive any preferential treatment.
- The volunteer may not “cherry pick” products.
- The volunteer is recorded as receiving assistance and required to complete the Intake Form.

Media and Usage of the East Texas Food Bank Name and Logo

No Partner employee, board member, volunteer or other partner representative may comment about the East Texas Food Bank to members of the media without specific written authorization from the ETFB Chief Executive Officer or Communications Director. All statements to the media about the East Texas Food Bank and its services and the use of the East Texas Food Bank logo and images of its personnel and vehicles must be approved and coordinated in advance.

Eligibility and Application

The Household Application for USDA Foods/ Pantry Intake Form is the application used to qualify households to receive United States Department of Agriculture (USDA) Foods through The Emergency Food Assistance Program (TEFAP). The Texas Department of Agriculture (TDA) administers TEFAP in Texas, and contracts with the East Texas Food Bank (ETFB) for distribution of USDA Foods.

Partners must complete the Household Application for USDA Foods/ Pantry Intake Form when a household visits the Partner for the first time (i.e. when the household initially requests distribution of USDA Foods through TEFAP). Thereafter, the Partner should complete this form every 12 months if the household continues to visit the Partner.

Note:

- The Partner (Food Pantry Partner) ***may request but must not require proof of information*** on this form. Including, but not limited to, the following:
 - Identification
 - Address
 - Income
- Participants and applicants have the right to refuse to provide proof of application information. Nevertheless, sites must provide USDA Foods to eligible participants who refuse to provide

proof- in other words, refusal to provide proof of ID or address must not be perceived as a barrier to participation.

- Complete one original Pantry Intake Form per household disclosing information.
- Households wishing to remain anonymous must provide their zip code and qualify by income guidelines.
- Keep the original application on file for three years (digital or paper).
- Maintain separate records for each household.
- Retain the applications and distribution records of households for three years following the end of the certification periods corresponding to the documents.
 - Exception: If audit findings, claims, or litigation have not been resolved by the end of the retention period, keep all forms and records until all issues are resolved.
- Retain records of household denials for three years following the decision date.
- Household Additional Information and Release of Information Form (ROI) is required for all households with Oasis records. This form only needs to be completed once per household and is valid for 25 years.
- The collection of additional data must not be a real or perceived barrier to participation in USDA TEFAP. For example, if you offer multiple programs to neighbors, like rental assistance or a clothes closet, the TEFAP application must be presented first so that there is no perceived or real barrier to food access.

Oasis Insight

The East Texas Food Bank tracks assistance records through Oasis Insight, an online data tracking system. All households served by Partners should be represented by a case number in Oasis Insight. However, USDA participants must give their written consent with the Household Additional Information and Release of Information Form (ROI) in order for the Partner to put their personal data into Oasis Insight.

If a TEFAP participant does not give written consent to put their data into Oasis Insight (if they do not sign the Release of Information), the Partner must not put the household's data into Oasis Insight. The participant may not be turned away if they do not sign the ROI and must be served food the same as every other neighbor.

If a participant does not sign the ROI, the Partner must record the neighbor assistance in Oasis Insight as an anonymous assistance record and include the participant's ZIP code.

Partners may give multiple staff or volunteers access to Oasis Insight for data entry. However, each of these volunteers must complete the **full Civil Rights training and the User Confidentiality Agreement** through LearnUpon. Both expectations in LearnUpon must be completed prior to receiving access to Oasis Insight. LearnUpon requirements must be completed annually. Oasis users who do not complete the required Civil Rights Training and User Confidentiality Agreement each year will have their Oasis Insight access disabled.

Eligibility Guidelines

Neighbors in need of emergency food assistance are made eligible for TEFAP in one of three ways:

1. Categorical Eligibility: A Household is automatically (or categorically) eligible for USDA Foods if it currently receives assistance from one of the following programs:
 - Supplemental Nutrition Assistance Program (SNAP), formerly known as Food Stamps
 - Temporary Assistance for Needy Families (TANF)

- Supplemental Security Income (SSI)
- National School Lunch Program (NSLP) free or reduced-price school meals
- Medicaid

Categorical Eligibility qualifies the household to receive USDA foods for up to 12 months.

2. **Income Eligibility:** A Household is eligible for USDA foods if its annual household income is at or below 185% of federal poverty guidelines. A handout of TEFAP Income Eligibility Guidelines based on the number of people in each household is made available to Partners annually and on the East Texas Food Bank's website. Partners may not impose their own eligibility criteria.

Income Eligibility qualifies the household to receive USDA foods for up to 12 months.

3. **Household Crisis Eligibility:** Households that do not meet Categorical or Income Eligibility are able to qualify for Household Crisis Eligibility if the household indicates that they have an emergency need for food on the Pantry Intake Form.

Characteristics of a Household Crisis:

1. Unexpected
2. Temporary
3. Beyond the household's control

Unexpected Costs of a Household in Crisis:

1. Necessary medical treatment of a household member
2. Burial expenses of a household member
3. Uncontrolled loss of employment
4. The repair or replacement, because of a household disaster, of the household's
 - Home
 - Home contents, or
 - Vehicle

Household Crisis Eligibility qualifies the household to receive USDA foods for up to 6 months.

The Proxy

A proxy is a person designated by a participant to act for the participant as necessary throughout every process of TEFAP. For example, proxies can provide a signature on forms. Proxies may also act for the participant at application, certification, food distribution, and recertification. A proxy must provide proof of identification prior to picking up a food package. Partners must collect the following information:

- Participant's name
- Designated Proxy's name
- Address of the Proxy
- A written note from the participant.

Participants may change their proxy at any time by:

- Submitting a written statement indicating the removal and/or change of proxy, or
- Completing a new Pantry Intake form in person at the site

Citizenship

There are no citizenship requirements. Partners must not request or require any applicant or participant to prove citizenship through any means whatsoever.

Residency

If a neighbor does not live within your site's service area, the neighbor should be referred to a Partner site that serves their area. However, the East Texas Food Bank requires Partners to provide emergency food assistance during the neighbor's first visit before referring them to another site.

If your site has a designated service area, the service area must be publicly stated, drawing service area on a map if determined necessary by the Impact Partner Team.

Residency Outside of the State of Texas

Due to the East Texas Food Bank's service area, some of our Partners are located near the Texas state boarder. USDA TEFAP foods are intended for distribution to residents of the State of Texas. USDA TEFAP Foods may not be distributed to households that do not live in the State of Texas. However, non-USDA TEFAP foods may be distributed to households living outside of the state of Texas. Below are some helpful guidelines for Partners affected by this policy:

- USDA TEFAP food is intended for Texas Residents.
- Non-USDA TEFAP food can be served to all residents.
- Refer non-Texas residents to nearby pantries in their state of residency for USDA TEFAP Foods.
- Allow the neighbor to complete their own H1555 application form. If assistance is needed, volunteers who have completed the **full Civil Rights Training and User Confidentiality Agreement** may assist the neighbor with completing the application.
- At the time of application, households must reside within the State of Texas, *but not for any specific length of time.*
- Proof of residency is not required.

Inventory Organization

- Store USDA items separately from non-USDA items. In the case a neighbor lists an address outside of the state of Texas on their intake form, it is acceptable to serve the neighbor **non-USDA items only**.
- If your organization partners with both the East Texas Food Bank and another Food Bank outside of the state of Texas, the pantry must store items received from ETFB separately from items received from the other Food Bank.
 - i.e. If your pantry partners with Harvest Texarkana Regional Food Bank, store items received from them separately and distribute them in accordance with guidance from Harvest Regional Food Bank.

Onsite Meals

There are no eligibility requirements for congregate onsite meals; individuals are presumed eligible because they seek meals at an onsite meal site. Partners that operate as onsite meal sites do not have to conduct H1555 applications.

Partner Record Keeping

Partners are required to keep the following records onsite and make them available to the East Texas Food Bank, Feeding America, USDA, and TDA staff when requested:

Order Invoices

All Partner invoices must be kept onsite for three (3) years. These records should be made available during monitoring visits and audits. All invoices are required to be reviewed for accuracy and signed by the partner at the time of order pick-up or delivery.

Pest Control Records

Food storage areas are particularly susceptible to rodent and insect infestation. A visual inspection of the Partner's facilities should be done at least monthly, with prevention and treatment recommended quarterly as needed. Pest control treatment must be done a minimum of one time per year. Proof of pest control must be submitted with the Annual Update packet.

- If the Partner uses a professional pest control company, copies of service reports, including chemicals used, should be made available to the East Texas Food Bank representative during monitoring visits and records must be kept onsite for three (3) years.
- If the Partner performs self-pest control, the Partner must keep a log of the chemicals used, dates, and areas applied should be made available to the East Texas Food Bank representative during monitoring visits and records must be kept onsite for three (3) years.
- The exterior perimeter of the storage location should be kept free of tall grass, untended shrubbery, or debris to reduce the possibility of harboring pests.
- The East Texas Food Bank reserves the right to require a Partner to use a professional pest control service if deemed necessary during a monitoring visit.

Temperature Logs

All cold storage units are required to have a thermometer that is readily accessible (cold storage units with external digital thermometers must also have a physical internal thermometer present). Refrigerator temperatures should be held at or below 40°F, and freezer temperatures should be held at or below 0°F. Three (3) years of temperature logs should be made available to the East Texas Food Bank representative during monitoring visits. Cooler and freezer temperatures must be checked and recorded during regular business hours, and during shut-down of vacation periods:

- A minimum of every other day
- Immediately after a power loss is known or suspected
- Late each Friday afternoon and early each Monday morning (if operations are suspended during the weekends)

Food Safety

Feeding America requires all East Texas Food Bank Partners to be trained in Food Safety. Onsite Meal Kitchens must maintain at least one Certified Food Manager. Certifications must be obtained from an accredited school, online program, or the local health department while adhering to all local and state food safety guidelines. All other Partners must maintain at least one Certified Food Handlers or completion of the equivalent, Food Safety for Food Banking in LearnUpon.

Health Department Inspections (for Onsite Meal Kitchens)

If the Partner is an onsite meal provider, the facility must have a valid Health Department Inspection. A copy must be posted and visible during monitoring visits, and must be submitted to the East Texas Food Bank with the Annual Update packet.

Intake Forms and Sign-In Sheets

Pantry Intake forms and sign-in sheets must be kept onsite for three (3) years. Electronic data tracking systems (i.e. Oasis Insight) may be used to maintain neighbor records, however, the hard copy of Pantry Intake Forms and sign-in sheets must also be kept onsite.

East Texas Food Bank Record Keeping

The East Texas Food bank is required to keep the following Partner records and make them available to Feeding America, USDA, and TDA staff when requested:

Partner Contact Information

The East Texas Food Bank will maintain a current list of key points of contact for the Partner, including the Director or Pastor, Primary Contact, and Secondary Contact. If a Partner engages in multiple programs with ETFB, a Primary Contact and Secondary Contact must be provided for each program. These points of contact must have a valid cell phone number and email address. The East Texas Food Bank will also maintain site location, days and hours of operation, and billing information. It is requested that you notify your Partner Impact Specialists of any changes to the program contacts listed.

Nonprofit 501(c)(3) Status

All Partners receiving donated products from the East Texas Food Bank must be federally exempt 501(c)(3) organizations or be a 501(c)(3) equivalent (a religious church organization meeting the IRS 14 points). The Partner must adhere to all requirements under IRS Code 170(e)(3). All Partners must show clear, complete, and current documentation of their exemption under section 501(c)(3) exemption of the Code or Church status. The following are examples of complete information:

- Current IRS determination letter where the address matches the address of the organization listed on the Partner Agreement; or
- Current group exemption letter with a listing of the local agency in the group exemption directory, a list of active local sites from the national/regional headquarters website, or a letter from the group exemption's headquarters or regional office attesting that the local organization is covered under their group exemption; or
- Current listing of the organization on the IRS website section under Exempt Organizations Selection Check (Publication 78 data) indicating they are a Public Charity ("PC"); or
- Documentation verifying the organization's Texas Taxpayer Identification Number (TIN) and tax-exempt status through the Texas Comptroller of Public Accounts. The organization must be identifiable in the Comptroller's records under its legal name, and documentation of the organization's status must be provided to ETFB for verification and recordkeeping; or
- A letter from the CEO or Board Chair of a qualified Agency indicating that it is the Agency sponsoring such program and assuming all responsibilities (fiscal and legal) for the sponsored organization. The Member will need both the sponsorship letter as well as clear, complete and

current evidence of the sponsoring organization's exemption or church status following criteria listed above.

Board of Directors

Partners must keep a current list of directors, board members, senior leadership, or the equivalent that contains contact information for those listed.

TEFAP Agreement

The Emergency Food Assistance Program created this agreement to bind both the East Texas Food Bank (the Contracting Entity, or CE) and the Partner (site) to its terms and conditions. ETFB Partners must sign and adhere to a TEFAP agreement.

Partner Agreement

This agreement serves as the confirmation that the Partner adheres to all guidelines set in the Partner Policies and Procedures Handbook and follows the basic qualifications for being a Partner. Partner Agreements must be signed by a current authorized representative of the Partner. Any time there is a change in leadership within a pantry, a new partnership agreement will need to be signed.

Proof of Pest Control

The East Texas Food Bank will collect annual proof of pest control from Partners that store food items. The Partner will submit an invoice of service, or proof of purchase, and pest control log if self-applied.

Food Safety Documents

East Texas Food Bank Partners will maintain proof of one valid Food Manager's certificate (for onsite meal kitchens) or one Food Safety for Food Banking certificate (for all other programs). Onsite meal kitchens will also submit a valid copy of their Health Department Inspection.

Civil Rights Certifications

The East Texas Food Bank will collect the required Civil Rights Certifications through LearnUpon annually from each Partner's staff and volunteers who regularly interact with neighbors or determine eligibility. The Partner is responsible for maintaining the one-page Civil Rights Training Log for all other staff and volunteers.

Food Storage & Handling

All East Texas Food Bank food storage and handling regulations must be followed to ensure neighbor safety. All food items must meet local and federal health standards. It is imperative that Partners take the appropriate steps to ensure produce quality and know the procedures for accepting donations from sources other than the East Texas Food Bank.

Facility Evaluation

- Outside is free of debris/contaminants.
- There should be no holes or gaps in the pipe conduits, screens, floor, ceiling, or doors to allow insects or rodents access to the food.

- Food must be prepared, stored, and distributed in an East Texas Food Bank approved facility. East Texas Food Bank food may never be stored or distributed at an alternate location temporarily without prior notice and approval.

Dry Storage Area

- The food storage area should be locked when not supervised to prevent possible theft.
- Food items must be stored at least six (6) inches from the floor and six (6) inches from the walls, with two (2) feet of clearance from the ceiling.
- Maintain a clean and dry storage area (climate controlled). The shelves should remain clean with no debris on the floor.
- Garbage cans must be covered and emptied frequently to prevent unwanted pests.
- Cleaning or toxic supplies must be stored lower than food items or in a separate storage area. Paper goods, diapers, and feminine hygiene products should also be isolated from chemicals and foods.
- Partners may **never** re-package food products unless they have proper licensure from the Texas Department of State Health Services (DSHS).
- The Partner must take adequate steps to ensure that food items obtained from sources other than the East Texas Food Bank have adequate labeling and are free of serious defects that may pose a health hazard to neighbors.
- No severely dented or rusted food item cans.
- Personal or volunteer food should be kept in a separate area.
- Baby food must be discarded after the expiration date.
- The Partner may not distribute items that have been home-canned.
- The Partner should rotate, label, or take periodic inventory of the food items to ensure freshness. Remember first in, first out (FIFO).
- Refer to the USDA Food Product Dating document on the East Texas Food Bank's website for information on best practices for serving items after their best by dates.

Refrigerator/Freezer Areas

- Refrigerators and freezers should either be in a locked area, or they must be lockable.
- Units should be clean and odor-free.
- Items stored in walk-in cooler or freezer units must be at least six (6) inches off of the floor.
- There must be a thermometer in or accessible to all cold storage units. Refrigerators must be kept at or below 40°F, while freezers must be kept at or below 0°F (exception: temperatures may vary for designated produce-specific cold storage).
- No sources of contamination.
- Personal or volunteer food should be kept in a separate area.
- Food must be clearly labeled with the item name, ingredients, date, and/or a food allergen statement.
- The Partner must take adequate steps to ensure that food items obtained from sources other than the East Texas Food Bank have adequate labeling and are free of serious defects that may pose a health hazard to neighbors. All protein products must be frozen before the sell by date. Only properly refrigerated or frozen items may be accepted.
- The Partner should rotate, label, or take periodic inventory of the food items to ensure freshness. Remember first in, first out (FIFO).

- Food items obtained from another source must maintain the same health standards as products obtained from the East Texas Food Bank.

Perishable Foods

Perishable foods are defined as any food that requires refrigeration or that is frozen. If a Partner wishes to receive perishable foods from the East Texas Food Bank, they must meet the following criteria:

- The Partner must have an adequate number of appropriately insulated containers to transport refrigerated or frozen products from the East Texas Food Bank, hub, or a cross-dock location.
- Thawed perishables must be cooked or eaten immediately after thawing and never refrozen unless cooked first.
- Eggs should be stored on the bottom shelf in the refrigerator to avoid cross contamination in case of breakage. Farm fresh eggs must be washed and refrigerated.

Prepared Foods

Partners must meet the following criteria when preparing and distributing food products:

- Onsite kitchens must meet all state and local health department regulations and hold all applicable licenses.
- There must be a designated hand-washing sink for all staff and volunteers handling food. This sink cannot be a food preparation sink and must be clearly labeled with a sign instructing staff and volunteers to wash their hands.
- Prepared foods must be cooked, reheated and held for serving at safe temperatures: 160°F or higher for cooking, 140°F or higher for holding, and 165°F or higher when re-heating. A probing thermometer should be used to accurately monitor the temperature of the food.
- All frozen foods must be thawed in the refrigerator at temperatures between 35°F and 40°F and cannot be re-frozen unless it is first cooked at the appropriate temperatures. Food should be placed in a pan to catch drips when thawing.
- Unused product must be stored in rodent and insect-proof containers. All non-produce food must be labeled with the name of the item and the date the package was opened or prepared.

Ordering and Pickup/Delivery Procedures

Ordering Requirements

All Partners are assigned a specific day and time for food pick-ups or delivery. Once an order has been scheduled for pickup or delivery, the Partner Agency is expected to keep the scheduled appointment. If an agency does not pick up its order during the designated pickup window or is unavailable to receive a scheduled delivery, a \$25–\$100 restocking fee may apply, based on the size of the order.

Partners are required to routinely order food from the East Texas Food Bank. Partners operating pantries and onsite soup kitchens should place a minimum of one food order per quarter.

Agency Express

Agency Express is a web-based tool sponsored by Feeding America that allows Partners to process and manage East Texas Food Bank food orders online. Partners can search for food items, view item details, submit orders and review the status of orders through this system.

- Ordering limits may be placed on some items. Limits are determined by both the quantity available in inventory and the number of families and individuals served by the Partner.
- Partners are given a 2-week window to place their food orders. The ordering window opens exactly 2 weeks prior to their order pickup or delivery date, and closes 5 business days prior to the pickup or delivery date, at 10:00am.
 - Please note: Days the East Texas Food Bank is closed for business (holidays and weekends) are not considered a business day. If a holiday or weekend falls within the 5-day period prior to the order pickup/delivery date, those days should not be counted.

Pickup/Delivery Day	Order Due before 10:00 on
Monday	Monday (the previous week)
Tuesday	Tuesday (the previous week)
Wednesday	Wednesday (the previous week)
Thursday	Thursday (the previous week)
Friday (delivery only)	Friday (the previous week)

Holidays

If the Partner's delivery date falls on a Holiday, no orders will be received for that day. Organizations who only receive one delivery per month will be eligible for a reschedule. These will be rescheduled by ETFB transportation staff at the beginning of each calendar year and communicated to partners by their respective Impact Partner Specialist. Organizations with multiple deliveries in a month are encouraged to increase their ordering accordingly to ensure they have enough food. Those deliveries will not be rescheduled.

- Partners that pick up their orders from the East Texas Food Bank can coordinate with the Impact Partner Team to pick up their order on any day the warehouse is open for pickups.
- ***All rescheduled orders for pickup or delivery must be coordinated with the Impact Partner Team, as order will have to be placed manually.***

East Texas Food Bank Holiday Closures

Holiday
New Year's
MLK Day
Good Friday
Memorial Day

Juneteenth
Independence Day
Labor Day
Thanksgiving Holiday
Christmas Holiday

Pickup Procedures

The East Texas Food Bank's warehouse can be dangerous if guidelines and regulations are not followed by the representatives who come to pick up the Partner's order. Please follow the guidelines within the Pick-Up MOU and any posted or verbal instruction from East Texas Food Bank staff. A template of this MOU can be found as an addendum to this document.

Delivery Procedures

The East Texas Food Bank may provide delivery services to Partners located outside of Smith County who meet specific criteria established by the East Texas Food Bank's Transportation Department. Because truck space is limited, some delivery routes may have a waitlist for Partners requesting delivery services. Partners who meet the Transportation Department's requirements for dock access, order size, and other delivery guidelines may be eligible to have their food orders delivered directly to their location. However, most Partners receiving delivery services will pick up their orders at a designated hub or cross-dock location. Partners receiving delivery services are expected to follow the guidelines within the Delivery MOU. A template of this agreement can be found in the Addendum of this document.

Return Policies

Food product may be processed as a return for credit only if it was received by the Partner in error, or if conditions are unsafe for use or consumption. Such conditions include excessive rust, dents or infestation. The final decision as to the safety of the item will be made by East Texas Food Bank staff who are trained to make such determinations.

- Partners should complete an Order Error Report Form within 24 hours.
- If approved, credit will be issued on the Partner's next monthly statement.

Grievances

General Complaints

- The East Texas Food Bank Compliance Team must respond to all public complaints against the Partner or complaints submitted to the East Texas Food Bank.
- The Impact Partner Team may notify the Partner and/or board of directors about the complaint, and if action is required, will initiate investigation procedures.
- The East Texas Food Bank reserves the right to visit any Partner unannounced to investigate complaints made by the public.
- Investigation results will be documented in the Partner's file, and the Partner will be notified in writing if any action needs to be taken.

Civil Rights Complaints

Should a neighbor report a Civil Rights complaint, the East Texas Food Bank will conduct the following procedure.

1. Civil Rights complaint received by staff or volunteers (verbal or written)
2. Site staff gives complainant a Civil Rights Complaint form (Form AD-3027, found at https://www.ascr.usda.gov/complaint_filing_cust.html) and directs Complainant to return the form to the Sponsor (East Texas Food Bank), call the number below, or email the form to:
U.S. Department of Agriculture
Office of the Assistance Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
(202) 260-1026
(Found on the And Justice for All poster)
3. If the form is return to the Sponsor, it is mailed to the following address within 5 working days:
U.S. Department of Agriculture
Office of the Assistance Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

Holds, Terminations, and Appeals Processes

If a Partner violates East Texas Food Bank policies and procedures, there are two possible actions:
Account Hold or Termination

Holds

The purpose of a hold is to discontinue a Partner's East Texas Food Bank use for a specific amount of time due to a major violation. A terminated Partner loses all the rights and privileges of a Partner as well as its status as such.

Partners may be placed on a "Hold" status for the following reasons:

- Accounting Hold- the Partner has past due invoices owed to the East Texas Food Bank.
- Document Hold- the Partner has been prompted to submit documentation (training certificates, etc.) and is not responding to or communicated with the Impact Partner Team in a timely manner.
- Compliance Hold- the Partner has violated USDA or East Texas Food Bank policies and must implement a corrective action plan.
- Report Hold- Once a Partner has accrued two consecutive months of delinquency, ETFB may turn off ordering or cancel scheduled deliveries, including CSFP and CPD. The hold will not be removed until the 1st of the following month, even after any missing reports are received.
- If a Partner has already received a hold during the program year and submits another monthly report late, ETFB will automatically turn off ordering and cancel scheduled deliveries, including CSFP and CPD. The hold will remain in effect until the 1st of the following month.

Termination

The purpose of a termination is to discontinue a Partner's access to the East Texas Food Bank due to a violation or Partner/ East Texas Food Bank request. Termination means that a Partner loses all rights and privileges of a Partner as well as its status.

- A Partner may be terminated without having first been put on hold for serious violations.
- The termination notification must be communicated in writing to the Partner.
- A terminated Partner may reapply to become an East Texas Food Bank Partner no sooner than one year after termination.

Programs and Resources

Retail Store Donations Program

Partner retail pickup is one of the many ways we're working to reduce food waste and ensure the families we serve have access to the fresh, healthy foods they need to thrive. This initiative saves time and resources by empowering Partners to pick up food donations directly from retailers near them. Partners participating in the Retail Store Donations Program are subject to all regulations set by the program agreement and Retail Store Donation Coordinator. Violations of the Retail Store Donations Program agreement may result in a Hold being placed on the Partner. Participation in the Retail Store Donations Program is limited and subject to available space and approval by the Retail Store Donation Coordinator. Please contact the Impact Partner Team for more information.

Fresh Produce Program

The East Texas Food Bank partners with community-based organizations to distribute free, fresh fruits and vegetables to low-income families on a monthly basis. Fresh produce may be distributed through regular food pantries or Community Produce Distributions (CPDs). CPDs are held separately from regular food pantry distributions. Please contact the Impact Partner Team for more information.

Senior Box Program

The Senior Box Program is designed to improve the health and nutrition of senior citizens. In East Texas, some seniors are forced to make tough choices between paying their utilities, buying life-saving medications or purchasing food. The goal of the Senior Box Program is to provide a free box of nutritious food to approximately 4,000 seniors each month in identified communities within the East Texas Food Bank's service area where they may have little or no access to food assistance. Please contact the Impact Partner Team for more information.

Child Hunger Programs

The East Texas Food Bank's Child Hunger Programs help provide nutritious food to children who may not have enough to eat. Through partnerships with local community organizations, these programs help ensure children have access to food when other resources may not be available. Programs may include after-school meals for children after the school day, summer meals when school meals are not available, and weekend backpacks that provide food for children to take home for meals and snacks over the weekend. Participation in these programs is limited and may depend on program availability. Please visit our website for more information.

Nutrition Education

The East Texas Food Bank's Nutrition Education program partners with community organizations and social service agencies to provide practical information, resources, and classes that empower participants to take an active role in their health. Classes are based on the USDA Dietary Guidelines and cover topics including nutritious eating, shopping on a budget, food safety, cooking, meal planning, eating out, exercise, weight management, and disease prevention. Please visit our website for more information. Adding Nutrition Education Classes to your organization's offerings is a great opportunity to serve your community. Reach out to the Impact Partner Team for more information on scheduling.

Benefits Assistance

The East Texas Food Bank Benefits Assistance Program helps eligible East Texans complete applications for state social service benefits to acquire the food, and other wrap-around services, they need in times of economic hardship or emergency. Programs we offer assistance for include SNAP (Supplemental Nutrition Assistance Program), Medicaid, TANF (Temporary Aid for Needy Families), CHIP (Children's Health Insurance Program), Healthy Texas Women and Medicare Savings Program. Please visit our website for more information.

ETFB Partner Agreement

- The Partner agrees to adhere to the standards required for partnership with the East Texas Food Bank as outlined in the Partner Policies and Procedures Handbook.
- The Partner agrees to safely and properly handle the donated goods, which conform to all Local, State, and Federal regulations. The partner agrees that all product received from the food bank will not be sold.
- The Partner agrees to adhere to additional donor stipulations.
- The Partner agrees that it will not engage in discrimination 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.
- Food received by the Partner from the East Texas Food Bank must be used to care for “the ill, needy, or infants”. Any other use may violate Internal Revenue Service regulations.
- The Partner agrees that it meets the IRS eligibility requirements for receipt, transfer, and use of donated food under Section 170 (e)(3). The partner certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
- The Partner agrees that it will pay the handling fees assessed. All payments will be in the form of a check issued from the Partner acting as the Fiscal Agent (i.e., the Partner with the 501c3 status).
- The Partner agrees to accept all surplus food and other items “as is.” However, the Partner also warrants that all food received from or through the Food Bank will be inspected, and any items found to be unfit for consumption will be immediately discarded and will not be served or distributed.

The following applies to Partners eligible for USDA’s The Emergency Food Assistance Program (TEFAP):

- The Agency (Partner) understands that the Food Bank’s TEFAP agreement with the Agency may be terminated by either party upon 30 days' written notice (Part 251.2(c)(2)).
- The Agency (Partner) agrees to operate the program in accordance with the requirements of 7 CFR Part 251 and, as applicable, 7 CFR Part 250. (Part 251.2(d)(1)(i)).

The East Texas Food Bank, Feeding America, and the original donor expressly disclaim any warranties, express or implied, of the marketing or fitness of any donated product for a particular use.

The Partner releases the original donor, Feeding America, the Nation’s Food Bank Network, and the East Texas Food Bank from any liabilities resulting from the donated goods, and agrees to hold them harmless and indemnify them against liability, loss, damage, or claim, of any kind whatsoever, whether at law or in equity, arising out of or based upon the negligence or any act, whether independent or concurrent, of the Partner, its employees, agents, volunteers, or independent contractors, in connection with the storage, maintenance, transportation, use or distribution of any item of food or other product, whether received from the East Texas Food Bank or other sources. The Partner shall pay any and all court costs and attorney fees of any sort whatsoever which may arise out of any claims against the Food Bank, arising because of any action, non-action, liability, loss, damage or claim of any kind whatsoever, whether in law or in equity, resulting from or based upon the conditions outlined in this agreement or because of any other claim involving the Partner.

TEFAP Agreement Between Contracting Entity and Site

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.
- 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.
- 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.
- 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.
- 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.
- Do not sell USDA Foods.
- Obtain prior approval from the CE before transferring USDA Foods to any other entity.
- 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.

CSFP Agreement Between Contracting Entity and Site

This Agreement specifies the rights and responsibilities of the above named Contracting Entity (CE) and Site as participants in the Commodity Supplemental Food Program (CSFP). By signing this Agreement, both parties are bound by its terms and conditions. Thirty days' written notice by either party is required for termination, except that if the health or safety of a CSFP participant is at risk, the CE may terminate the Agreement without prior notice. 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 Contracting Entity agrees to fulfill the following responsibilities:

- Comply with all guidance issued by TDA and USDA.
- Train the site in the following areas: eligibility criteria; client rights (including civil rights requirements); complaint and administrative review procedures; the processing of applications or requests for packages; 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 CSFP record keeping forms to the site without charge.
- Provide CSFP services and guidance 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.
- Ensure that all USDA Food packages comply with CSFP requirements.
- Monitor the site's distribution of USDA Foods according to CSFP requirements, and do so during the site's normal hours of operation.
- Terminate this agreement without prior notice if the health or safety of a CSFP participant is at risk.
- Ensure that sites protect applicants' information stored on information technology systems.
- Notify the site of its right to appeal any adverse action, in accordance with CSFP requirements.
- Obtain the signature of the site's representative showing the receipt of USDA Foods, and maintain the receipts, as well as other program records, for three years from the close of the fiscal year to which they pertain, or until claims actions, audits, or investigations are resolved. Records include, but are not limited to, the following: 1) this Agreement and 2) documentation of the receipt, inventory, and disposal of USDA Foods.
- 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 upon request, certain data (including, but not limited to, reports about the number of individuals served).
- Ensure that the site does not require, solicit, or accept payment from applicants or participants in money, materials, or services for USDA Foods packages.
- 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.

- Ensure that unrelated activities do not disrupt the distribution of USDA Foods.

Rights and Responsibilities of the Site

The Site agrees to fulfill the following responsibilities:

- Comply with all guidance issued by the CE, TDA, and USDA, including procedures for food safety and food recalls.
- Assume responsibility for any loss that results from improper storage, care, handling, or distribution of USDA Foods.
- Determine the eligibility of applicants who apply for USDA Foods packages in compliance with CSFP requirements.
- Notify the CE immediately if a participant fails to visit a distribution site for two consecutive months.
- Distribute the appropriate USDA Foods package to a CSFP participant based on his or her categorical eligibility and in compliance with CSFP requirements.
- Ensure that all USDA Foods are distributed to eligible participants without regard to race, color, national origin, sex, age, or disability.
- Provide, to the CE upon request, certain data (including, but not limited to, reports about the number of individuals served).
- Collect records that show the data and method used to determine the number of participants; and provide the data to the CE upon request.
- Compile data, maintain records, and submit reports as required to permit effective enforcement of nondiscrimination laws, regulations, policies, instructions, and guidelines; and provide this data to the CE upon request.
- Notify CSFP applicants and participants of their right to appeal an adverse action, in accordance with CSFP requirements.
- Maintain the confidentiality and security of household information, including applicants' information stored on information technology systems.
- Sign for receipt of USDA Foods (if the foods are not distributed immediately), 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.
- Allow representatives of the CE, TDA, and USDA to review site operations and records.
- 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.
- Ensure that unrelated activities do not disrupt the distribution of USDA Foods.
- Attend training sessions required by TDA and the CE.
- Do not require, solicit, or accept payment from applicants or participants in money, materials, or services for USDA Foods packages.
- Report fraud to the CE immediately.
- Do not sell USDA Foods.

- Obtain prior approval from the CE before transferring USDA Foods to any other entity.
- Help applicants, when necessary, complete applications.
- Display prominently, for applicant and participant viewing, USDA's "...And Justice For All" poster.

Certification

We, the undersigned, do hereby make and enter into this Agreement. By so doing, we certify that the information contained in this document is true and correct to the best of our knowledge and is provided for the purpose of obtaining federal assistance. We do mutually agree to operate CSFP in compliance with federal civil rights laws and to implement nondiscrimination regulations. We do mutually agree to comply with Commodity Supplemental Food Program (7 CFR Part 247, 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. By signing this Agreement, the site certifies that neither it nor any principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency or by the State of Texas. We understand that the deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

Senior Box MOU

General Overview of the Program

- The Senior Box program is a food distribution program that provides eligible senior adults with a monthly box of non-perishable foods and a 2-pound block of cheese through the Commodity Supplemental Food Program (CSFP).
- The intent of the Senior Box Program is to provide a monthly or bimonthly food distribution for eligible seniors who reside within the East Texas Food Bank 26 county service area.
- Pantries, religious organizations, and other civic groups manage Senior Box food distributions and provide the volunteers needed to operate the program.
- ETFB shall provide for the monthly delivery of USDA Foods to approved Partner's distribution site, designated hub location, or the Partner may arrange a scheduled pick up from ETFB.

Responsibilities of East Texas Food Bank (ETFB)

The East Texas Food Bank agrees to:

- Provide training, guidance, and ongoing support to the Partner's Senior Box staff and volunteers throughout the training phase to promote successful program implementation and long-term sustainability.
- Provide CSFP Senior Boxes and cheese (USDA Foods) in mutually agreed-upon quantities, subject to product availability, program requirements, and participant enrollment levels.
- Prepare and mentor the Site Coordinator and Eligibility Specialist to independently train current and future staff and volunteers to effectively administer the Senior Box program.
- Administer annual CSFP Nutrition Surveys to collect feedback from participating neighbors to fulfill the Texas Department of Agriculture nutrition education and reporting requirements.

- Conduct an annual monitoring visit to assess program operations, verify compliance with applicable CSFP requirements, promote best practices, and ensure adherence to food safety standards.

Responsibilities of the Senior Box Partner

The Senior Box Partner agrees to:

- Grant approval for Senior Box distributions to be conducted at the site designated by the Partner and authorizes the use of the Partner's property for all related distribution activities.
- Execute the Commodity Supplemental Food Program (CSFP) Form H1501 Agreement Between Contracting Entity and Site and the Senior Box Memorandum of Understanding (MOU) with ETFB and maintain current, fully executed agreements throughout the term of participation.
- Maintain a secure, clean, and appropriately equipped storage area for perishable and non-perishable USDA Foods at the distribution site and ensure that all products are stored in accordance with applicable food safety and program requirements.
- Identify and maintain a team of five (5) to eight (8) volunteers to assist with Senior Box distribution activities and monthly program data entry requirements.
- Designate at least two (2) volunteers to complete Oasis Insight database training and sign the Oasis Insight User Confidentiality Agreement in LearnUpon, ETFB's Learning Management System (LMS), prior to being granted access to the system.
- Designate a Site Coordinator who will oversee distribution activities, supervise volunteers, and serve as the primary point of contact between the Partner and ETFB.
- Designate an Eligibility Specialist who will provide application assistance and screen neighbors for additional programs, benefits, and supportive services and provide referrals to appropriate community resources for which the neighbor may be eligible.
- Ensure that the Site Coordinator, Eligibility Specialist, and all other Senior Box Program staff and volunteers complete Senior Box training no later than two (2) weeks prior to the first scheduled Senior Box distribution date and annually thereafter.
- Ensure that all Senior Box Program staff and volunteers who handle neighbor's records, personal information, or other confidential program information complete the Full Civil Rights Training in LearnUpon, ETFB's Learning Management System (LMS), prior to performing their assigned duties.
- Ensure that all Senior Box Program staff and volunteers who do not handle neighbor's records, personal information, or other confidential program information complete the Limited Civil Rights Training (Civil Rights One-Page Training), prior to performing their assigned duties.
- Place ETFB-approved Senior Box signage at the distribution site on each scheduled distribution day to ensure neighbors can easily locate the distribution area.
- Ensure that the Senior Box Monthly Report is completed accurately and submitted to ETFB within forty-eight (48) hours following the final Senior Box distribution of each month.
- Participate in ETFB's Annual Update process each October and provide all required information and documentation by the established deadlines.

Use of USDA Foods Provided by ETFB

- USDA Foods can only be distributed to qualified senior neighbors or their proxy who have completed the CSFP Participant Application (Form 1504) without having been charged, solicited for donations or required to participate in any other activities.
- USDA Foods will be distributed in accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating based on race, color, national origin, sex, age, or disability.
- CSFP Senior Boxes, Senior Grocery Boxes, and any foods distributed through the Commodity Supplemental Food Program (CSFP) shall be provided to eligible participants free of charge and shall not be sold, exchanged, transferred, pledged, donated, or otherwise traded for money, property, services, or any other consideration.
- Each senior adult residing within a household may be enrolled as an individual participant in the Commodity Supplemental Food Program (CSFP), provided the individual meets all applicable eligibility requirements established by the Texas Department of Agriculture and the United States Department of Agriculture through either categorical eligibility or income-based eligibility.
- Both ETFB and the Partner shall ensure that all CSFP Senior Boxes, cheese, and Senior Grocery Boxes are transported & stored in a secure manner and maintained in accordance with all applicable food safety, sanitation, and storage requirements.
- Any undistributed Senior Box program food products shall be accurately inventoried, reported as on-hand inventory, and carried forward for distribution during the subsequent month's Senior Box distribution.

Agreement and MOU Termination

- All parties enter into the CSFP Agreement Between Contracting Entity and Site (Form H1501) and the Senior Box Memorandum of Understanding (MOU) voluntarily.
- The Partner may terminate the Senior Box Memorandum of Understanding (MOU) and the CSFP Agreement Between Contracting Entity and Site (Form H1501) upon providing ETFB with at least ninety (90) days' written notice. The Partner shall continue to operate the Senior Box distribution program at the approved site location throughout the notice period and cooperate with ETFB in transition planning activities. The purpose of the notice period is to allow ETFB sufficient time to identify, evaluate, and establish an alternative site or service arrangement to ensure continuity of CSFP services for eligible participants.
- East Texas Food Bank (ETFB) reserves the right to terminate the CSFP Agreement Between Contracting Entity and Site (Form H1501) and the Senior Box Memorandum of Understanding (MOU) for cause upon providing the Partner with thirty (30) days' written notice. Grounds for termination may include, but are not limited to, failure to comply with USDA or Texas Department of Agriculture requirements, failure to adhere to the terms of the CSFP Agreement Between Contracting Entity and Site (Form H1501), misuse of CSFP commodities, inadequate program administration, or any action that jeopardizes the integrity of the CSFP program, except that if the health or safety of a Senior Box participant is at risk, ETFB may terminate the Agreement and MOU without prior notice. During the thirty (30)-day notice period, the Partner

shall cooperate with ETFB to facilitate an orderly transition of services and records, as necessary, to ensure continuity of CSFP services for eligible participants.

- This Agreement specifies the rights and responsibilities of the above named Contracting Entity (CE) and Site as participants in the Commodity Supplemental Food Program (CSFP). By signing this Agreement, both parties are bound by its terms and conditions. Thirty days' written notice by either party is required for termination, except that if the health or safety of a CSFP participant is at risk, the CE may terminate the Agreement without prior notice. 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.

Community Produce Distribution MOU

General Overview of the Program

The Community Produce Distribution (CPD) Program is a unique program that provides low-income families with quality fruits, vegetables, and other fresh foods free of charge on a regular basis. These fresh foods supplement existing grocery budgets with much needed nutritious items.

Responsibilities of the East Texas Food Bank

The East Texas Food Bank agrees to:

- Provide healthy and nutritious foods to meet the needs of the Community Produce Distribution partners free of charge.
- Work with the Primary Contact and volunteers to provide training on Community Produce Distribution policies, procedures, and civil rights, ensuring the program complies with all applicable federal and local statutes, ordinances and regulations.
- Ensure that Program Partners meet National and Local program objectives through monitoring and periodic visits at least once every two years during designated hours of distribution. Any issues will be communicated in writing to the Program Partner.
- Ensure that all staff or volunteers of the program will not engage in discrimination on the basis of race, color, national origin, sex, age, or disability.
- Notify the Partner of any delays or cancellations according to program guidelines.
- Maintain regular communication with the Primary Contact and respond promptly to his/her requests for clarification regarding the Program Guidelines for Community Produce Distribution Partners.
- Enforce this Agreement and the requirements outlined in the Partner Agreement.

Responsibilities of the Community Produce Distribution Partner

The Community Produce Distribution Partner agrees to:

- Identify the Primary Contact for the CPD Program and a Secondary point of contact to serve as a backup.
- Ensure the identified Primary Contact and all volunteers complete the Civil Rights Training every program year.
- Ensure at least one person present at each distribution has completed Food Safety training.
- Identify a minimum of 10 volunteers to assist with the distribution.
- Distribute food a minimum of once a month in accordance with the pre-determined schedule.
- Ensure all required signage is clearly displayed and easily accessible to neighbors.
- Review and abide by the policies, procedures, and record keeping requirements of the East Texas Food Bank, including all of the policies outlined in the ETFB Program Guidelines.
- Keep accurate records, submit reports, and provide necessary information as requested. Monthly Produce Data reports will be submitted via the ETFB website, within 2 days of the distribution.
- Ensure the safe and proper handling of food, which conforms to all Local, State and Federal regulations.

- Accept all produce deliveries in full. Any items not suitable for human consumption must be handled responsibly through composting partnerships (e.g., farmers or community gardens) or disposed of safely in accordance with Local, State, and Federal regulations.
- Ensure that all staff or volunteers of the program will not engage in discrimination on the basis of race, color, national origin, sex, age, or disability.
- Promote awareness and participation throughout the community via actions including but not limited to: flyers, social media, local media press releases and word-of-mouth.
- Respect the privacy of neighbors and maintain neighbor confidentiality.
- Communicate to the East Texas Food Bank any changes to the site that would prohibit or hinder the CPD distribution. These changes may include, but are not limited to, construction at the distribution site or conflicting events.
- Ensure that participants are not required to cooperate with activities unrelated to the Community Produce Distribution. 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. Any such activities must be held at a separate time and/or location of the Produce Distribution.
- Participate in ETFB's Annual Update process each October and provide all required information and documentation by the established deadlines.
- Adhere to all program guidelines outlined in the Community Produce Distribution MOU and communicate any issues or questions immediately to the East Texas Food Bank.

Product Liability

The Program Partner recognizes that the East Texas Food Bank, Feeding America and the original donor expressly disclaim any warranties, expressed or implied of the marketing or fitness of any donated product for a particular use. Due to the nature and shelf-life of produce, the Partner recognizes that up to 20% of produce received may not be in ideal condition and should be set aside for compost or animal consumption (IE a local hog farmer).

Conditions and Stipulations

- All parties enter into this agreement voluntarily.
- All parties may terminate this agreement by providing a 30-day written notice.
- Any attachments are a part of this agreement.
- The East Texas Food Bank reserves the right to terminate the agreement without notice if the program is found to be out of compliance.
- The East Texas Food Bank reserves the right to limit the types and quantity of food given to the site.
- This agreement shall be in full effect for the duration of the partnership.

ETFB Product Delivery MOU

Purpose

The ETFB Product Delivery MOU is an agreement between the East Texas Food Bank and each participating partner. The purpose of this policy is to create and strengthen our partnership through presenting a clear understanding of the benefits and responsibilities of all parties involved in product delivery.

Understanding and Cooperation

Delivery is the apex of collaborative effort in Food Banking. Each party involved within a daily delivery schedule is interconnected. The actions (or inactions) of any one Partner can affect the outcomes for all others. Delivery route schedules are created as efficiently as possible, while also considering the needs of our partners. Variables considered in route creation and implementation include but are not limited to partner order volume, geographic locations, growth in distribution and distribution times. Delivery routes are subject to time fluctuations and possible delays if not organized and deployed efficiently. Your understanding and cooperation in adhering to the ETFB delivery policy is essential in minimizing the risk of any potential delays. Furthermore, these processes and efficiencies ensure the future growth and stability of ETFB's delivery model in the fight against hunger in East Texas.

Requirements and Responsibilities for Product Delivery

I. Direct ETFB Truck Deliveries

Delivery will be based on a set delivery schedule for base product delivery. Each participating partner will be assigned a delivery day or days (depending on the volume) to receive their base product for the period.

Minimum and Maximum Orders for Delivery:

Based on historical agency ordering data, each partner will be assigned a minimum and maximum order allocation on the truck for your specific delivery day. This data will be evaluated on a biannual basis to ensure maximum efficiency of our delivery routes. Assigned numbers are always subject to change based on a partner's most recent historical ordering data.

Minimum Delivery – Minimum deliveries are based on poundage weight and/or pallet quantities and include the total of all product categories (base pantry order, fresh produce, etc.). There will be minimum orders set for each delivery period. As a rule, each partner's order must consist of a minimum of 2 pallets to be considered for delivery or to hold their current delivery slot. CSFP and Backpack deliveries are excluded from the 2-pallet minimum requirement.

Maximum Delivery – ETFB does not want to limit the amount of product a partner orders. However, there are restrictions on the number of pounds and pallets that can safely fit on a truck at one time. Therefore, large orders more than your normal maximum will be delivered whenever the schedule

allows and may be subject to delivery on an alternate day. This alternate delivery date will be agreed upon by ETFB transportation staff and the partner with a minimum of 24 hours' notice. Pick-up of the excess product from the ETFB warehouse in Tyler can be arranged as well.

Order Balancing – As mentioned above, order minimums should be met for each delivery period. If a partner skips ordering more than two delivery periods without approval, then that partner will be subject to removal from delivery. Furthermore, partners with multiple deliveries within a given month should make every attempt to “balance” their orders and avoid ordering extremely heavy on one order, and extremely light on the next. An example would be: a partner that orders 18 pallets in week one and then orders 2 pallets in week three. Partners that do not demonstrate proper order balancing will be re-evaluated and may be subject to the discontinuation of a delivery period.

Fresh Produce Distributions – Partners who are exclusively distributing fresh produce will qualify for direct delivery only if a minimum of 4 pallets are requested. Partners requesting less than the minimum quantities required for direct delivery must either pick up from the ETFB warehouse in Tyler or be assigned to a cross-dock or hub location. Requirements of a cross-dock or HUB delivery are listed below in Section II.

New Partners – Partners without at least 6 months of historical ordering data do not qualify for direct delivery. To establish this data, the Partner must first pick up their orders from the ETFB warehouse in Tyler or be assigned to a cross-dock or hub location. This allows ETFB to have enough ordering data to make the proper placement of this agency into our direct delivery model. Requirements of a cross-dock or HUB delivery are listed below in Section II.

Holiday Deliveries:

If a partner's delivery day falls on a scheduled ETFB holiday, no orders will be received for that day. Partners are advised to order extra product, for the last delivery period prior to the holiday or schedule to pick up a special order at the ETFB warehouse in Tyler. The only exceptions are for deliveries that occur only once a month or have 2 consecutive delivery days that fall on a holiday. These will be rescheduled by ETFB transportation staff at the beginning of each calendar year and communicated to partners, by their respective IPS (Impact Partner Specialist). This holiday delivery make-up date is an accept or deny option only. Due to fleet capacity restraints, alternate delivery dates outside of what have been provided will not be available.

Special Deliveries:

- Special deliveries should be requested no less than 10 business days before the requested date.
- Approval of the requested delivery date depends on truck and driver's availability.
- Once approved, your IPS will create the appointment in CERES so that the order can be placed. The order must be placed at least 7 days before the delivery date.

- Special deliveries will be subject to a minimum number of pallets and pounds of product. The minimum order for special delivery will be 6 pallets or 6000 pounds.
- Special deliveries may be subject to a pre-determined delivery fee depending on their geographic location in relation to the ETFB Tyler Warehouse.

II. Cross-Dock and HUB Deliveries

New partners and existing partners, that do not have a site that is accessible for ETFB delivery trucks, may qualify for a cross-dock or HUB delivery. In addition, agencies that can only order quantities below the minimum required for direct delivery may qualify for this model as well. In this delivery model, partner personnel meet the delivery truck at a pre-approved Cross-Dock or HUB location. The product is then transferred from the ETFB delivery truck to a partner vehicle that has been pre-approved for this purpose.

Cross-Dock and HUB Delivery Requirements:

- Each Partner must have an approved truck or trailer with a solid floor. Non-approved trucks or trailers **cannot be used as a substitute** at any time.
- The ETFB delivery driver will not unload onto an unsafe trailer or truck, and the product will either be placed on the ground for the partner staff to load manually or be returned to the ETFB warehouse in Tyler for pickup.
- Pallets will **NOT** be loaded by ETFB drivers into a pickup truck under any circumstances. If a pickup truck is used, the pallets will be unloaded onto the parking lot, and the partner staff must load the contents into the pickup truck manually.
- The Partner staff (and approved vehicle) must meet the truck at the designated cross-dock or HUB location at the set appointment time. The truck cannot wait on late arrivals as this would adversely affect everyone else on that day's delivery schedule. If a partner misses their appointment with the delivery truck, they must make an appointment to pick up their product at ETFB warehouse in Tyler. Failure to meet the truck at the scheduled appointment time without adequate notice may result in the partner being removed from this model.

III. Receiving ETFB Trucks & Deliveries

Receiving Site:

- Each delivery site must be approved with a site inspection by ETFB staff. The ETFB truck cannot deliver product to an alternate site that has not been approved. Partner personnel should NOT ask the driver to deliver to an alternate location that has not been approved.
- Each partner must maintain the surfaces of the delivery site in an acceptable condition for unloading. To be approved as a delivery site, the sites must have a solid asphalt or concrete surface for unloading. Over time, these surfaces can deteriorate with potholes and cracks. This surface must be maintained or resurfaced to allow for safe operation of an electric pallet jack.
- Maintenance and/or removal of overhead obstructions such as tree limbs and utility lines are the responsibility of each receiving partner. Our delivery trucks and trailers are taller than

standard vehicles and are susceptible to damage from low overhanging limbs. This requires at least annual tree trimming not only at the delivery site, but also along any secondary access roads. While the trimming of the secondary access roads is generally done by the city or county road crews, it is ultimately the responsibility of the receiving partner to make sure this is completed.

Safety and Invoices:

- **Each Partner must have one designated person in charge to receive the delivery and to direct the driver.** All other volunteers are to remain at a safe distance away and **NOT** try to communicate with or instruct the driver.
- Each partner must keep the unloading area free of cars and people (including partner volunteers) until the driver has unloaded all product and departed the site. Furthermore, **no pallets will be moved by the driver after the plastic wrap has been removed.**
- Once the product has been unloaded, the driver will provide each partner with an invoice of the product that is being delivered that day. The partner representative should sign the invoices upon receipt and return one copy to the driver and keep one for their own records. The partner personnel should **NOT** hold up the driver while waiting for staff to unpack and count all items before signing the invoices. If order discrepancies are discovered after the driver departs, please fill out the order report form located on the ETFB website. There is a 24-hour window to submit this report, and all discrepancies will be resolved promptly by appropriate members of the ETFB staff.

If payment is not readily available during delivery, the driver will **NOT** wait on a check. Any payment for product can be mailed to the East Texas Food Bank finance department.

Any questions concerning the delivery should be addressed by the partner's IPS, not the delivery driver.

IV. Return Pallets, Crates & Banana Boxes

Pallets, banana boxes and plastic crates used in delivery from ETFB should be returned according to the following guidelines:

- Generally, the pallets and boxes from each delivery will be collected when the next delivery is made. Drivers should not be asked to wait for pallets to be unloaded or to return that same day to collect returns after the boxes are emptied or the product is offloaded from the pallets.
- Pallets should be free of trash, leaves, and other debris. This is a health and safety issue as dirty pallets, crates and boxes can harbor rodents and pests. The driver cannot pick up dirty returns.
- All pallets should be stacked neatly and in the same direction with all sides in alignment. This is necessary to maneuver the remainder of the deliveries around the return pallets, for offloading.

- Banana Boxes must be stacked on a pallet and wrapped with shrink wrap for proper return. Lose boxes will not be accepted. Box returns should be prepared and ready before the truck arrives with that day's delivery.
- All returns must be stacked on a paved/concrete surface that is accessible for an electric pallet jack. ETFB's electric pallet jacks weigh almost 1500 pounds and are **NOT** designed for use on grass, dirt or rock surfaces.

V. Fresh Produce Delivery

The full guidelines of ETFB's fresh produce program are covered in the "Community Produce Distribution MOU". However, listed below are a few guidelines that relate specifically to Produce and delivery:

- All produce deliveries are pre-set on a reoccurring schedule. When a partner is approved for produce delivery, the produce will be delivered (provided it is available) at the agreed quantity as well as scheduled delivery day. Partners are expected to receive this produce and **NOT** ask the driver to return any portion of it. Any exceptions or requests not to receive your normal agreed upon produce amount should be made through your IPS at least 24 hours in advance. Partners that refuse delivered produce without following this protocol are subject to being removed from the fresh produce program.
- The driver does **NOT** pull or select the produce. This process is completed by warehouse staff and is based on available varieties, remaining shelf life, and equitable distribution of inventory to all ETFB partners. Therefore, Partner personnel should not request or ask the driver for particular types of produce or call asking what kind of produce they will receive. The driver usually does not know what you are going to receive. He simply delivers the pallets that are listed for your agency on his shipping manifest.

VI. Delivery Route Evaluation

To ensure maximum efficiency of our delivery model, ETFB will evaluate all existing delivery partners and routes on a biannual basis. Changes or additions to the delivery model will only occur on January 1, April 1, July 1, October 1 of each year. ETFB reserves the right to make updates, additions or deletions to the delivery model based on the following criteria:

- Historical Ordering Data and Trends
- Growth in order volume or Decreased Order Volume
- Adherence to the Delivery Policy
- Newly Added Partners or Cross-Dock Locations

Process for Additions to the Delivery Model:

- Partners with at least 6 months of historical ordering data that want to be considered for direct delivery must fill out an application. It must be submitted at least **60 days** prior to the beginning of the next change cycle (January 1, April 1, July 1, October 1) to be considered.

Partners that submit requests after the 60-day cutoff window will not start receiving deliveries until the following quarter, if approved for delivery.

- The first step in the application process is to have a site survey conducted by ETFB transportation staff to determine the following: suitability of the facility to receive deliveries, particular type and frequency of deliveries and to assist with any recommendations on necessary site improvements in order to be added to delivery.
- If the site is approved for delivery, ETFB will then offer a proposal of delivery dates, times and frequencies. If the partner agrees to the times and terms of delivery, they will be added at the beginning of the next route change cycle. ETFB will only add new delivery partners on the above-mentioned Quartey basis.

Conditions and Stipulations

- All parties enter into this agreement voluntarily.
- All parties may terminate this agreement by providing a 30-day written notice.
- The East Texas Food Bank reserves the right to terminate the agreement without notice if the program is found to be out of compliance.
- This agreement shall be in full effect for the duration of the partnership.

ETFB Local Product Pick Up MOU

Purpose

The ETFB Local pick up MOU is an agreement between the East Texas Food Bank and each participating agency. The purpose of this policy is to create and strengthen our partnership through presenting a clear understanding of the benefits and responsibilities of all parties involved in local pick up.

Understanding and Cooperation

Local pick up allows our partner agencies the ability not only to pick up their orders, it gives access to a selection of produce, food, and non-food designated items. Agency volunteers picking up locally will be entering into a fully operating warehouse. Therefore, processes and guidelines have been created to help ensure the safety of all parties involved. These guidelines will be enforced for the safety of ETFB staff, agency partners as well as volunteers working within the warehouse of the East Texas Food Bank.

Requirements and Responsibilities for Local Product Pick Up

Appointments

Agency fulfillment for local pick up at the East Texas Food Bank warehouse is available to agencies by appointment only. Appointment times are on every hour and half hour starting at 8:00 am and end at 11:30 am Monday through Thursday. Each time slot accommodates up to three agencies. To pick up on Friday morning, special arrangements can be made with approval from Agency Services and the Logistics Manager. Afternoon pick up appointments are available only to agencies picking up in a large semi or box truck at 1:30 pm with approval from Agency Services and the Logistic Manager.

Prior to Arrival

- Ensure all volunteers that will be assisting are wearing closed toe shoes.
- Each agency can have up to four volunteers to help load from the dock.
- No one under the age of 16 may work on the loading dock.

Upon Arrival

- When arriving at the East Texas Food Bank pull into your assigned dock door.
 - Chock wheels on your trailer and vehicle.
 - Check in with the Agency Fulfillment Coordinator at the desk before doing anything.
 - If this is your first time picking up at the East Texas Food Bank, park your vehicle and check in with the Agency Fulfillment Coordinator at the desk for dock assignment based on vehicle requirements. Do not back into a dock without an assignment.
 - Agencies are only allowed within the agency fulfillment area and are prohibited from entering the warehouse.
 - If you need to speak with someone in Agency Services, enter through the main entrance of the administration offices at the front of the East Texas Food Bank.
 - If you arrive earlier than your appointment you must park and wait for your appointment time.
- Do not pull into a dock door prior to your appointment time.**

- If you miss your appointment, arrangements for dock assignments must be made with the Agency Fulfillment Coordinator or the Logistics Manager. They can be reached at (903) 617-2038 or (903) 617-2040. **Do not pull into a dock door prior to your appointment time.**

Loading and Unloading Product

- Before unloading pallets, boxes or any other items, consult with the Agency Fulfillment Coordinator as to where to unload them.
- Volunteers are to stay within the agency fulfillment area as designated by the East Texas Food Bank.
- Agencies are responsible for checking, loading, securing, and the safe transportation of their product.
- Forklifts are prohibited to load any pallets regardless of vehicle or dock door.

Prior to Departure

- Signatures are required on all invoices and copies.
- All orders are FOB Shipping Point.
- Remove chocks from wheels.

Conditions and Stipulations

- All parties enter into this agreement voluntarily.
- All parties may terminate this agreement by providing a 30-day written notice.
- The Food Bank reserves the right to terminate the agreement without notice if the program is found to be out of compliance.
- This agreement shall be in full effect for the duration of the partnership.