



**SAN ANTONIO FOOD BANK**

5200 Old Hwy 90 W  
SAN ANTONIO, TEXAS 78227  
(210) 337-3663  
www.safoodbank.org

Dear Prospective Partner,

Thank you for your interest in joining the distribution network of the San Antonio Food Bank. Our mission is “To fight hunger in Southwest Texas through food distribution, programs, education, and advocacy.” Our partners share in this mission to provide food programs to qualified populations.

In order to be eligible to partner with the San Antonio Food Bank the organization you are representing must meet the following criteria:

- Be designated as a 501 (c) 3 organization by the Internal Revenue Service
- Have a safe a secure location of storage and distribution that is not a private residence
- Have staff or volunteers dedicated to managing the operations of the food program as well as attend all necessary trainings of the application process and ongoing agency requirements

The membership application is attached to this letter. Please complete the application packet and submit with the items indicated below. All agencies need the following, but additional items may be required depending on the programs your organization wishes to participate in:

- Attendance at an **SAFB New Agency Orientation**
- Attendance at an **SAFB Food in, Food out: How to Run Your Food Program**
- A **completed application**
- **501(c)(3)** documentation from the IRS
- Photos of the storage area, distribution area and the client entrance
- Receipt of recent pest control service for your location. **This must be within the last 30 days**
- A copy of the latest **Health Inspection, Food Handler’s License and Food Permit if the organization plans on prepping and serving meals onsite**
- **If your organization operates a daycare, shelter, group home or offers residential services provide a copy of the organization’s license from TDFPS**
- Following your approval (within 4 months after you have started picking up product) you will need to attend a **Funding & Resources Training**

Incomplete applications will not be processed until all necessary documentation has been submitted.

Should you have any questions, please do not hesitate to call the Compliance & Capability Department at (210) 431-8340. We look forward to working with you!

Respectfully,  
Genevieve Noriega  
Compliance & Capability Manager



## Agency Application Process and Requirements

This document outlines the process that a potential partner agency of the San Antonio Food Bank must complete in order to be approved as a member agency. Should you have any questions about this process, do not hesitate to call the Compliance & Capability Department at (210) 431-8340. Thank you in advance for your interest in working with us.

	<b>Description / Activity</b>
<b>Step 1: Training</b>	
<b>Partner Agency Orientation</b> <b>Date:</b> _____	In this session you will learn about all the SAFB Programs and Departments. You will also get an overview of the agency eligibility process as well as the overall application and approval process.  During this Session you may take an application or an interest form.
<b>Food In, Food Out</b> <b>How to run your Food Program</b>  <b>Date:</b> _____	During this training we will talk about what the entire process of accessing product from SAFB to distributing it to your clients. We will discuss best practices keeping in mind the policies and procedures agencies must uphold. A discussion of the required forms will help you determine proper client eligibility and perform required reporting. We will discuss Civil Rights, USDA Policies and Food Safety as well.
<b>Step 2: Application Completion</b>	
	During this step you will complete / gather the following:
	Agency Application
	Copy of 501 c 3 letter from the IRS
	Photo of the Inside and Outside of your storage area
	Pest Control Documentation
	Food Handler's License (if you are preparing meals)
	Health Inspection (if you are preparing meals)
	Food Permit (if you are preparing meals)
	Licensing for Group Home, Shelter, Daycares, Residential Centers
<b>Step 3: Inspection of Facilities</b>	
	During this step the following will occur:
	Inspection of distribution and storage location
	Recommendations for location of storage and distribution
<b>Step 4: Funding and Resources Training</b>	
<b>Date:</b> _____	<b>Must be completed within four months of approval</b>  During this training we will give ideas for funding for agencies as well as some skill building in resource development.
<b>Step 5: Ongoing Requirements</b>	
	Ongoing SAFB requirements include:
	Having new staff of agency trained if there is turn over in management
	Mandatory attendance of an annual Partner Agency Conference
	Completion of all required documentation
	Accommodating an annual inspection / site visit from the SAFB



# Programs and Initiatives

Please fax or email to 210-431-8340 or gnoriega@safoodbank.org

*Our Mission*

*To fight hunger in Southwest Texas through food distribution, programs, education and advocacy.*

**Nutrition, Health & Wellness**  
*Nutrition Education*

**Provides** training and classes to organizations wishing to educate the community about proper nutrition and healthy lifestyle choices

*Spurs Community Garden*

**Cultivating** fresh produce accessible to our partners and educating the community about the benefits of gardening

**Client Services**  
*Application Assistance*

**Provides** assistance over the phone and in person for clients applying for SNAP, WIC, TANF, CHIP/ Children’s Medicaid, Adult Medicaid, Long Term Care & Women’s Health Program

*210-431-TEAM Helpline*

**Call** center open Monday thru Friday from 8am-8pm & Saturdays from 9am -3pm, aiding callers with referrals to ER food assistance locations, application assistance and other community services.

**BILINGUAL STAFF** Toll Free Number 1-800-246-9121

**Community Kitchen**

**Culinary** training provided at no cost to individuals 18 years and older. Participants train for 16 weeks to learn culinary arts while also prepping meals for our Kids Café sites, Haven for Hope Campus & Methodist Mission Home Kitchen

**Catalyst Catering**

**SAFB’s** social enterprise, a full choice catering service competitively priced and staffed by our Executive Chefs as well as Community Kitchen students in training

**Partner Services**  
*Children’s Programs*

**Kids Café** serving children through our afterschool feeding program

**Backpack Program** connects with local schools to provide ER assistance to at risk children over the weekend or school break

**Summer Food Service Program** free breakfast and/or lunch to children ages 1-18 during the summer

*Senior Programs*

**Project H.O.P.E** over thirty pounds of food assistance provided to seniors age 60 and over living at or below 185% of poverty

**Commodity Supplemental Food Program** a federal supplemental program offered to seniors whose income does not exceed 130% of poverty & provides a box of commodities

**Senior Farmers Market** qualified seniors receive \$20 of vouchers to access fresh produce through local farmers markets

*Compliance & Capability*

**Recruits, trains & retains** over 525 partner agencies throughout our 16 county service area

**Partners** provide ER food pantry services and are offered resources to help build capacity and ensure quality client service

*Agency Distribution*

**Provides** supplemental food services to community partners through Food Fair Distributions & Mobile Pantry Deliveries

*Lend us your voice ADVOCATE*

*Give your time VOLUNTEER*

*Host a food & fund drive DONATE*

*Community contributions of Food, Time & Money allow us to provide assistance to over 58,000 individuals weekly*

Partner/ Agency Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_ City/County: \_\_\_\_\_

Address: \_\_\_\_\_ State, Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Email address: \_\_\_\_\_

Current Partner       New Partner      Please mark the programs for which you would like to receive more information.

	ER Pantry	Partner Services Newsletter	Kids Café	Project H.O.P.E	SNAP Benefits	Long Term Care
	Mobile Pantry	Compliance & Capability Council	Summer Food Service Program	Commodity Supplemental Food Program	WIC	Adult Medicaid
	Food Fairs	Daisycare Pet Food Program	Backpack Program	Senior Farmers Market	TANF	Community Kitchen Training
	Retail Routes/ Second Servings	Fresh Produce Program	Farmer’s Market	Women’s Health Program	CHIP /Child Medicaid	Catalyst Catering
	Nutrition, Health & Wellness	Community Garden	Advocacy	Food & Fund Drive	Volunteer Opportunities	Donate

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

Date of Application: \_\_\_\_\_



# San Antonio Food Bank Agency Application

For office use only:

Agency Account Number:	Program Account Number (if applicable):	Agency Initial Effective Date:
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*Please fill out Agency Application completely prior to submitting, leaving no blanks. If something is not applicable, please indicate so by marking it with an "N/A". The application must be signed by the APPLICANT Executive Director in order to be valid. Please read all agreement stipulations prior to signing as you will be held accountable for all content in this application as well as all content in the Agency Guidebook.*

	<b>Initial Application</b>
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	<b>Subsequent Application</b>
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## General Information

<b>Official Agency Name</b> Holder of 501 c 3 (this will be the name on the account)		<b>Pantry / Program Name</b>	
<b>Agency's Executive Director</b>		<b>Program Contact</b> (this will be the person we contact for anything related to your account)	
<b>Billing Address</b> (will be address that all documents are mailed to)		<b>City, State, Zip</b>	
<b>Physical Address</b> (if different from above)		<b>City, State, Zip</b>	
<b>Phone Number</b> (this is number that will be given to clients)		<b>Alternate Phone Number</b> (contact's mobile preferred)	
<b>Fax Number</b>		<b>Agency / Program Website</b>	
<b>Contact's Email</b> (please note you must have email account)		<b>Alternate Email</b>	

## Agency Profile

### Agency Mission Statement (REQUIRED):


**Indicate Service Area / Population (REQUIRED):** *If you have a specified service region or population, please indicate so here and attach a map of the area. Please note that ALL referrals made by the SAFB must be served on a one time basis, regardless of whether they fall into the agency's designated services area. \*\*Please note that client eligibility must be determined based on the completion of an SAFB Intake Form and clients may not be required to show proof of any documents in order to qualify. Verbal declaration is sufficient for a client to receive services at any SAFB agency.*


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

Date of Application: \_\_\_\_\_

**REQUIRED:**

City Council District (if applicable)	State House Representative District	Federal House Representative District
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**What is your annual budget to fund your food program?** *(Please note certain product has shared maintenance fees attached)*

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**Sources of funding:** *please check all that apply*

<input type="checkbox"/>	United Way	<input type="checkbox"/>	Donations from Individuals
<input type="checkbox"/>	COSA	<input type="checkbox"/>	Donations from Corporations
<input type="checkbox"/>	Grants	<input type="checkbox"/>	Fundraisers
<input type="checkbox"/>	Special Events	<input type="checkbox"/>	Foundations
<input type="checkbox"/>	Federal Contracts	<input type="checkbox"/>	Municipal Contracts
<input type="checkbox"/>	County Contracts	<input type="checkbox"/>	Federal, State, Local, Private Agencies (specify)
<input type="checkbox"/>	Other:	<input type="checkbox"/>	Other:

**Service(s) provided to the needy public:** *please check all that apply*

<input type="checkbox"/>	Food Assistance	<input type="checkbox"/>	Clothing
<input type="checkbox"/>	Kid's Cafe	<input type="checkbox"/>	Rent / Utility Assistance
<input type="checkbox"/>	Project HOPE /CSFP/ Senior Farmer's Market	<input type="checkbox"/>	Transportation
<input type="checkbox"/>	Retail Route Participant	<input type="checkbox"/>	Temporary Shelter
<input type="checkbox"/>	DaisyCares	<input type="checkbox"/>	Long Term Shelter
<input type="checkbox"/>	Application/Referral Assistance for Federal Benefits	<input type="checkbox"/>	Foster Care Agency
<input type="checkbox"/>	Nutrition, Health & Wellness Classes	<input type="checkbox"/>	Prescription Assistance
<input type="checkbox"/>	Community Garden	<input type="checkbox"/>	Medical Assistance
<input type="checkbox"/>	Other:	<input type="checkbox"/>	Other:

**San Antonio Food Bank Program Type:** *The SAFB reserves the right to refuse service to any organization that does not meet the minimum requirements of the SAFB, does not correlate with its mission statement, or does not abide by the SAFB's policies and procedures as listed in this guidebook.*

<input type="checkbox"/>	<b>FOOD PANTRY</b> <i>Please sign attached Agreements A, B &amp; G</i>	<input type="checkbox"/>	<b>MOBILE PANTRY</b> <i>Please sign attached Agreements A, B, C &amp; G</i>
<input type="checkbox"/>	<b>SOUP KITCHEN</b> <i>Please sign attached Agreements A, B &amp; G</i>	<input type="checkbox"/>	<b>SCHOOL MOBILE PANTRY</b> <i>Please sign attached Agreements A, B, C &amp; G</i>
<input type="checkbox"/>	<b>SHELTER</b> <i>Please sign attached Agreements A, B, E &amp; G</i>	<input type="checkbox"/>	<b>FOOD FAIR SITE</b> <i>Please sign attached Agreements A, B, D &amp; G</i>
<input type="checkbox"/>	<b>SENIOR CENTER</b> <i>Please sign attached Agreements A, B &amp; G</i>	<input type="checkbox"/>	<b>SCHOOL FOOD FAIR SITE</b> <i>Please sign attached Agreements A, B, D &amp; G</i>
<input type="checkbox"/>	<b>AFTERSCHOOL PROGRAM</b> <i>Please sign attached Agreements A, B &amp; G</i>	<input type="checkbox"/>	<b>DISASTER RELIEF</b> <i>Please sign attached Agreements A, B &amp; G</i>
<input type="checkbox"/>	<b>DAYCARE</b> <i>Please sign attached Agreements A, B, E &amp; G</i>	<input type="checkbox"/>	<b>ANIMAL &amp; WILDLIFE PANTRY</b> <i>Please sign attached Agreements A, B, F &amp; G</i>
<input type="checkbox"/>	<b>GROUP HOME/ RESIDENTIAL PROGRAM</b> <i>Please sign attached Agreements A, B, E &amp; G</i>	<input type="checkbox"/>	<b>SEASONAL PARTNER</b> <i>Please sign attached Agreements A, B &amp; G</i>
<input type="checkbox"/>	<b>NON-FOOD PANTRY</b> <i>Please sign attached Agreements A, B &amp; G</i>	<input type="checkbox"/>	<b>OTHER: (SPECIFY)</b> <i>Please sign instructed agreements</i>



## AGENCY / SAFB AGREEMENT

*By initialing next to each agreement you are indicating that you have read and will abide by this document and all other policies and procedures of the San Antonio Food Bank. Please note that you will be held accountable for the content of this document and all other documents relevant to the proper distribution of food product through your charitable food program.*

### Agreement A:

The San Antonio Food Bank Will:

Agency /Church Director Initials: \_\_\_\_\_

1. Actively seek and develop surplus food resources and store this surplus in a central warehouse for distribution to qualified agencies.
2. Remain neutral in regards to a Church or Agency's internal matters that do not pertain to the use/distribution of San Antonio Food Bank food or products.
3. Provide assistance to your agency in regards to proper training for operating your charitable food program, accessing our warehouse, determining client eligibility and completing all necessary reporting requirements.
4. Have an "open-door" policy in regards to helping your agency, staff, and volunteers when they have questions, concerns, or ideas for improvement. Appointments are recommended for face to face meetings with SAFB staff.
5. Provide a regular "shopping list" report regarding the status and availability of inventory.
6. Notify the agency by telephone and/ or in writing if the agency's status with the food bank as far as membership, criteria, or financial agreements are changed or altered.
7. Enforce the stipulations of this agreement, the policy and procedures listed in the Agency Guidebook, and the requirements imposed by the Texas Department of Agriculture, the USDA, and Feeding America in regards to the use and distribution of food and assistance.

### Agreement B:

Applicant Partner Will:

### All San Antonio Food Bank Agencies

Agency /Church Director Initials: \_\_\_\_\_

1. Agree to adhere to additional donor stipulations and understand that all items are accepted in "as is" condition.
2. Be a **designated 501(c) 3**, non-profit organization by the IRS, or sponsored by a 501(c) 3 umbrella organization. An agency that is a church program or directly sponsored by a church may use the non-profit designation of the parent affiliation of that church, or of a partner church if all agreements are made in writing and signed by a qualified officer of the umbrella organization. An agency must provide SAFB Compliance and Capability staff with the necessary proof of their 501 (c) 3 status in order to be eligible to partner. An agency must inform the San Antonio Food Bank of any change in 501(c) 3 status or sponsorship or face immediate, permanent suspension. *Member Agency Guidebook Policy 1.0*
3. Read the **Member Agency Guidebook** and adhere to the minimum standards required of all San Antonio Food Bank Agencies.
4. **Clearly post hours of operation, Pantry Bill of Rights, Client Bill of Rights and rules for its programs** so that clients seeking assistance can be made aware of service policies as well as the hours of operation for assistance. *Member Agency Guidebook Policy 2.30*
5. **Meet safe food storage and handling requirements**, as explained in the Member Agency Guidebook and as required by Federal, State and Local regulators. The church or agency must pass periodic inspections by Food Bank and /or the Health Department and make any recommended changes as a result of these inspections. *Member Agency Guidebook Policy 2.0 through 2.12*
6. **Agree not to accept client donations or any type of payment in exchange for food or products.** A church or agency may not receive money, property, or services in exchange for food assistance or product assistance. **This includes the use of product to service volunteers.** Volunteers may be serviced once on an emergency basis with approval from executive director/pastor and the SAFB Compliance & Capability Manager and then must be referred to another pantry for services if they continue to be needed or refrain from assisting as a volunteer. To accept payment, donation and volunteer service from clients is in direct violation of the IRS Code, Section 170.
7. **Food received by the agency must only be used for distribution to eligible low income families or families deemed to be in an emergency situation that is directly affecting their food security.** *Member Agency Guidebook Policy 4.4*
8. Agree **not to refuse service** to any qualified individual, based on race, national origin, religion, political belief, disability, color, age, gender, or personal philosophy. *Member Agency Guidebook Policy 3.6 & 3.11*
9. Not limit food aid to members of their congregation OR give members preferential treatment. **A Church/Agency must serve all clients upon referral and then refer to SAFB or another food bank in the clients area so as to not leave any clients needs unmet.** *Member Agency Guidebook Policy 2.35*
10. **Not ask clients to attend meetings or services, discuss their faith, politics, or personal beliefs as a requirement for receiving food, and require a client to participate in prayer, sign political or religious declarations or pledges of membership, or discuss their personal lives in order to receive assistance. Religious services, meetings, and political activities should be held at a different time or place from food distribution.** *Member Agency Guidebook Policy 3.9 & 3.10*

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

Date of Application: \_\_\_\_\_

11. Share in the operation of the San Antonio Food Bank by accessing product at an inventory list fee. Fees are established by Feeding America and approved by the Board of Directors of the San Antonio Food Bank. There are three categories of product fees described in this agreement.
  - a. The first of these are “**shared maintenance**” costs directly associated with making food and products available to qualified 501(c)(3) organizations. This is not payment for food, rather a fee to assist in expenses of transporting and storing this product.
  - b. Other available items might include **purchased product** or **food endowment product**, which indicate that the items are not donations to the SAFB, but rather procured at an additional wholesale expense by the Food Bank. These items are intended to be highly desire items and the goal of the SAFB is to have them on hand for agencies even when donated stock has run out.
  - c. The final category is **free items** available to agencies and designated for immediate use by agencies and churches for distribution.
12. **Maintain good credit with the San Antonio Food Bank by paying all outstanding charges within 30 days of the invoice date. The first month’s expenditures must be deposited PRIOR to the first pick up day for all new agencies. A credit limit will be assigned to each agency/church account and payments are due every month for the previous month’s expenditures unless other written arrangements are made prior to pick up days. Failure to pay fees may result in an interruption of services, initiation of a payment plan, and / or a termination of this agreement by Agency Relations Department of the San Antonio Food Bank. *Member Agency Guidebook Policy 6.0***
13. Ensure that volunteers/agency staff brings their issued **Agency ID Card** for all Food Bank transactions. **Agencies will be held responsible for any product picked up under the account number provided on the ID card.** Cards that are lost or stolen may be replaced and a replacement fee will be charged to the agency account. **Agencies arriving without their card will not be allowed to pick up product and will have to reschedule their pick up day. New cards must be requested from the Compliance & Capability Department in writing on agency letterhead and are not guaranteed to be issued on the same day of the request. *Member Agency Guidebook Policy 8.3***
14. Inform the San Antonio Food Bank of any changes pertaining to their agency, services, or staff. **New staff or volunteers must attend the New Agency Training sessions before working with clients or accessing food from the warehouse.** All changes must be submitted on an **Agency Information Change Form** so that the SAFB database can be updated in a timely fashion. Failure to communicate changes and train new staff may result in an interruption of services until all SAFB requirements have been met. *Member Agency Guidebook Policy 2.21*
15. **Maintain and provide all required documentation including intake and qualification documentation and monthly reports.** Monthly Reports are due the 5<sup>th</sup> of the month for the previous month’s services. **Churches and agencies are expected to keep all San Antonio Food Bank Warehouse Invoices, client records, applicable licenses, and pest control records on file for a minimum of three years. All documents must be accessible to SAFB staff, Feeding America staff, USDA staff and the staff of other governing parties. *Monthly Agency Guidebook Policy 7.0 through 7.5***
16. **Send a minimum of one representative to all mandatory training and conference opportunities that should arise throughout the year.** Failure to participate in conference and training will result in a suspension of services until all training requirements have been met, unless prior arrangements have been made with the Compliance & Capability Department to meet training requirements. *Member Agency Guidebook Policy 2.22 & 2.23*
17. Understand that product acquired by the San Antonio Food Bank, outside of purchased and endowment product is likely to be short dated and/or expired. Agencies and clients are encouraged to use good judgment and common sense in distributing and consuming product. The SAFB also offers helpful information on product expiration dates (beyond those indicated on containers and packages).
18. **Maintain regular communication with the SAFB via email, telephone, fax or any means of correspondence. The agency must be responsive to all referrals made for food assistance as well as any attempts of contact initiated by the SAFB. Failure to maintain communication may result in suspension of the account until communication is established again. *Member Agency Guidebook Policy 2.33 & 2.34***
19. **Agrees to refer any clients potentially eligible for other services of the SAFB to the food bank.** Programs include, but are not exclusive to, SNAP (Food Stamps), nutrition education, WIC, TANF, Medicaid, CHIP, Women’s Health Insurance and other programs.
20. **Be cooperative with SAFB , Feeding America, TDA and USDA staff with regards to site visits, inspections, audits and investigations. Failure to comply will be documented and may result in a suspension / termination of services.**
21. **The Church or Agency agrees to behave in an ethical manner in regards to serving the public, working with Food Bank staff, and managing its staff and volunteers. A church or agency is only as good and honest as the individuals who represent it.**

## Agreement C:

### Mobile Pantry Distribution Site (Including School Programs)

Applicant Partner will:

Agency / Church Director’s Initials: \_\_\_\_\_

1. Enroll and complete all requirements for the Mobile Pantry Distribution Program.
2. Agree to service any and all eligible individuals in their county and/or service area (may receive referrals from the SAFB) for mobile pantry distributions.
3. Use the SAFB Mobile Pantry Voucher form or utilize the SAFB intake form to pre-qualify all clients for the distribution.

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

Date of Application: \_\_\_\_\_

4. Will provide the San Antonio Food Bank with all vouchers and/or sign-in sheets upon completion of the distribution for the connection of the client to social services they are eligible for.
5. Will report to the San Antonio Food Bank the numbers for all individuals served including a breakdown of all ages served, total households and total number in all household.
6. Will provide a space large enough to accommodate approximately 100-200 families walking up to the Mobile Pantry in an orderly distribution line as well as space to accommodate approximately 8-10 pallets of product.
7. Will provide a volunteer group to distribute product on the Mobile Pantry distribution day. Group should consist of 10-20 individuals.
8. Mobile Pantry Sites will follow all monitoring, documentation, and reporting requirements as other agencies. *Member Agency Guidebook Policy 2.36*
9. The approved partner agency hosting the mobile pantry is responsible for ALL mobile pantry charges incurred. Agencies wishing to collaborate with a non-SAFB partner must disclose the collaboration to the SAFB Mobile Pantry Coordinator or Distribution Manager for approval.
10. Agencies cannot use the mobile pantry as a tool for financial development. The Mobile Pantry Program is the property of the San Antonio Food Bank and Feeding America and cannot be resold, traded or bartered for any donations or monetary gain not specifically approved by SAFB Executive Staff.

## Agreement D:

### Food Fair Distribution Site (Including School Programs)

#### Applicant Partner will:

Agency / Church Director's Initials: \_\_\_\_\_

1. Enroll and complete all requirements for the Food Fair Distribution Program.
2. Service any and all eligible individuals in their county and/or service area (may receive referrals from the SAFB) for food fair distributions.
3. Use the SAFB Food Fair Voucher form to pre-qualify all clients for the distribution.
4. Will provide the San Antonio Food Bank with all vouchers upon completion of the distribution for the connection of the client to social services they are eligible for.
5. Will provide a space large enough to accommodate approximately 350 -500 vehicles in an orderly distribution line as well as space to accommodate approximately 20 pallets of product.
6. Will provide a volunteer group to distribute product on the food fair distribution day. Group should consist of 10-20 individuals.
7. Food Fair Sites will follow all monitoring, documentation, and reporting requirements as other agencies, but will be exempt of the billing requirement as all product distributed through food fairs is subsidized by the San Antonio Food Bank. *Member Agency Guidebook Policy 2.36*
8. Will report to the San Antonio Food Bank the numbers for all individuals served including a breakdown of all ages served, total households and total number in all household.
9. Agencies wishing to collaborate with a non-SAFB partner to host the Food Fair must disclose the collaboration to the SAFB Mobile Pantry Coordinator or Distribution Manager for approval.
10. Agencies cannot use the food fairs as a tool for financial development. The Food Fair Program is the property of the San Antonio Food Bank and cannot be resold, traded or bartered for any donations, monetary gain not specifically approved by SAFB Executive Staff.

## Agreement E:

### Shelters, Daycares, Group Homes, Residential Services

#### Applicant Partner will:

Agency / Church Director's Initials: \_\_\_\_\_

1. The San Antonio Food Bank will only partner with regulated facilities licensed by the Texas Department of Regulatory and Family Services to provide approved childcare, residential or shelter programs. All facilities must also have their 501 (c) 3 status.
2. The agency must demonstrate that they are serving a needy population. For non-profit child daycares, this means proving a 51% CCDS enrollment of children served. Adult daycare facilities must be able to prove that at least 51% of enrolled adults meet the criteria to access food assistance. All other facilities must demonstrate they are serving an at risk population.
3. Proof of facilities license must be provided annually to the San Antonio Food Bank to ensure ongoing partnership eligibility.
4. All facilities must also provide proof of health inspection, state inspection, applicable food handler's licensing, food establishment permit and certificate of occupancy for their program.

## Agreement F:

### Animal and Wildlife Pantries

#### Applicant Partner will:

Agency / Church Director's Initials: \_\_\_\_\_

1. Qualify as an Animal and Wildlife Pantry based on their service to only the animal population and the families that own them.
2. Animal and Wildlife Food Pantries follow all monitoring, documentation, reporting, ordering and billing requirements as other agencies, but will be exempt of the requirement of serving the general community and will not receive referrals from the San Antonio Food Bank unless

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

Date of Application: \_\_\_\_\_

they are for the purposes of providing a low income family with pet food so they can maintain the pet in their home rather than surrendering to a pet rescue organization. *Member Agency Guidebook Policy 2.36*

## Agreement G:

Agency / Church Director's Initials: \_\_\_\_\_

I have read and I understand that I am responsible for all information in the SAFB Member Agency Guidebook as well as the information presented in this agreement.

I certify that this Church or Agency, and the individuals that represent this Church or Agency will adhere to all Member Agency Guidebook Policies and they will behave in an ethical, non-discriminatory manner, and will not sell, barter, hoard, or otherwise misuse Food or Products procured from the San Antonio Food Bank. Food and Products obtained from the Food Bank may **ONLY** be used to serve the Ill, the Needy, Children, and other At-Risk populations.

*Whether at law or in equity, arising out of or based upon the negligence or any act, whether independent or concurrent, of the agency, its employees, agents, volunteers, or independent contractors in connection with the storage, maintenance, transportation, use or distribution of any food or product whether received from the San Antonio Food Bank or other sources, the Church or Agency releases the original donor, Feeding America, the Nation's Food Bank Network, and the San Antonio Food Bank and agrees to hold them harmless and indemnify them against liability, loss, damage or claim of any kind. The San Antonio Food Bank, Inc. and the original donor expressly disclaim any warranties, express or implied, of the marketing of fitness of any donated product for a particular use.*

**Applicant Agency or Church**

**San Antonio Food Bank**

\_\_\_\_\_  
**Executive Director / Pastor Signature**

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

*Must be signed by Executive Director of Agency / Church*

\_\_\_\_\_  
**Erika Borrego-Chittenden**  
**Director of Partner Services**  
**San Antonio Food Bank**

**Sponsoring 501 C 3**  
**(if applicable) See Attachment A**

\_\_\_\_\_  
**Executive Director Signature**

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

*Must be signed by Executive Director of Sponsoring Agency*

# Attachment A

## 501(c) 3 Sponsor Agreement

**A 501(c) 3 charitable organization or equivalent may designate a non-501(c) 3 group as an agent to distribute San Antonio Food Bank products to qualified families and individual on its behalf. In such instances, the 501(c) 3 organization acts as a “sponsor” and must meet the following conditions:**

1. Sponsor has an active 501(c) 3 status with the Internal Revenue Service.
2. Sponsor can provide updated proof of status for SAFB record keeping.
3. Sponsor will provide non-501 (c) 3 agency letter of affiliation that will indicate they are sponsoring their program.
4. Sponsor will provide staff person to attend ALL required New Agency Training Sessions with non-501 (c) 3 agency staff or volunteers.
5. Sponsor is responsible for the programmatic integrity of the non-501(c) 3 agency.
6. Sponsor is legally responsible for the product handling/distribution activities of the non-501(c) 3 agency.
7. All money received and disbursed in connection with the San Antonio Food Bank will go through the fiscal books of the 501(c) 3 sponsoring organization. Sponsor agrees to require documentation demonstrating appropriate use of funds.
8. The agency being sponsored must exist to provide charitable services to qualified populations.
9. Sponsor agrees to sign and enforce all provisions of the SAFB Member Agency Guidebook, SAFB Agency Application, Feeding America Guidelines, Texas Department of Agriculture regulations and any amendments signed by the non-501(c) 3 organization.
10. Sponsoring 501(c) 3 charitable organization verifies that the non-501(c) 3 sponsored agency programming meets the agency requirements as stated in the SAFB Member Guidebook and SAFB Agency Application and any subsequent amendments and as required in Section 170(e) 3 of the Internal Revenue Code based on the knowledge of the sponsoring agency, as opposed to that of the agency being sponsored.

*The undersigned certifies that she/he has read and does agree to the conditions and responsibilities contained in this agreement and is authorized to sign this agreement.*

*TO BE COMPLETED BY SPONSORING AGENCY*

<b>Agency Name</b>	<b>Trained Agency Representative: (REQUIRED)</b>	<b>Signature:</b>	<b>Date:</b>
<b>Contact Phone Number:</b>	<b>Agency Executive Director or Board Chair:</b>	<b>Signature:</b>	<b>Date:</b>

*TO BE COMPLETED BY AGENCY BEING SPONSORED*

<b>Agency Name</b>	<b>Trained Agency Representative: (REQUIRED)</b>	<b>Signature:</b>	<b>Date:</b>
<b>Contact Phone Number:</b>	<b>Agency Executive Director or Board Chair:</b>	<b>Signature:</b>	<b>Date:</b>

# Attachment B

## USDA ELIGIBILITY FORM

**NO, WE DO NOT WISH TO (OR ARE NOT ELIGIBLE TO) RECEIVE USDA COMMODITY PRODUCTS (IF NO, SKIP THIS PAGE)**

**YES, WE WOULD LIKE TO SIGN UP TO RECEIVE USDA COMMODITY PRODUCTS (IF YES, SEE BELOW)**

The San Antonio Food Bank has contracted with the Texas Department of Agriculture to distribute United States Department of Agriculture (USDA) to distribute USDA commodities to eligible distribution locations engaged in providing community food assistance. These products are advantageous to a charitable agency because they are fresh, nutritious, high quality, and available homogeneously in bulk by the case.

**For a Church or Agency to be eligible to access USDA commodity products from the San Antonio Food Bank, that Church or Agency must:**

- a. Not already be receiving USDA commodities or funding-in-lieu of commodities directly from the USDA for the **same program** that this application is intended for.
- b. Determine that the client who will receive USDA commodity products from the charitable Food Service Program is eligible (based on low-income or emergency need) to receive these food products. USDA commodities may be distributed to any family or individual whose annual household income does not exceed 185% of Federal Poverty Guidelines. **THE TEMPLATE FOR THE USDA INTAKE FORM WILL BE PROVIDED BY THE FOOD BANK AT AGENCY ORIENTATION, AS WELL AS INSTRUCTIONS ON HOW TO PROPERLY DO A POLITE, CONFIDENTIAL USDA CLIENT ELIGIBILITY DETERMINATION.** THESE INTAKE FORMS MUST BE KEPT ON FILE BY THE AGENCY, TO PROVE DILIGENCE IN REGARDS TO SAFEGUARDING THE USDA FOOD PRODUCTS FOR THE USE BY INCOME-ELIGIBLE CLIENTS.
- c. Agree to safeguard all USDA products from damage or other misuse that would cause the food to become inedible or the packaging illegible, and protect the USDA products from fraudulent distribution, including but not limited to the sale, barter, or un-approved out-of-county transport of products, or the distribution of such products to a client not deemed eligible based on low-income or emergency need.
- d. Consent to respecting the Civil Rights of individuals by certifying below that no client will be discriminated against based on race, national origin, religion, political belief, disability, color, age, gender, or personal philosophy.

**Type of Food Program:** \_\_\_\_\_

**Does the Applicant participate in any other USDA program? (TexCap, CACFP, SFSP etc):**

*If yes, please provide details:*

\_\_\_\_\_  
\_\_\_\_\_

*I CERTIFY I HAVE READ THE ABOVE GUIDELINES, AND THAT THE CIVILS RIGHTS OF CLIENTS WILL BE RESPECTED AND THAT 100% OF PERSONS RECEIVING USDA COMMODITIES MEET THE INCOME ELIGIBILITY REQUIREMENTS AS STIPULATED BY USDA REGULATIONS.*

**Executive Director / Pastor Signature:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_