Partner Guidebook 2020
Dear Community Partner,

Welcome to the Houston Food Bank (HFB) network of partners! We are excited to work with you to provide food for better lives throughout southeast Texas.

HFB is a hunger-relief organization that has been in operation since 1982. HFB is the largest food bank in the United States in terms of distribution. We serve a network of 1,500 community partners in 18 southeast Texas counties, including food pantries, soup kitchens, meal sites and shelters. With partners like you, we were able to distribute 122 million nutritious meals in 2017.

As we move forward, we hope to align ourselves with transformational partnerships like yourself to not only address the issue of hunger but also the root causes of food insecurity. We understand that for many of the people we mutually serve the need for food is just a symptom of larger issues they may be dealing with such as low-wages, unemployment, inconsistent housing, or low access to healthcare. Hunger-relief organizations must be willing to both provide the food that sustains people today and connect them to the long-term solutions that end the need for emergency food assistance in the future to truly be successful. We understand that this is a difficult task but believe that through transformational partnerships with organizations like yourself, our mission to provide food for better lives can be achieved.

To develop and maintain a successful relationship with partners, we have created the Partner Guidebook, which contains information you and your organization need to successfully navigate your partnership with HFB. The information in this guidebook details our policies and best practices of food distribution. Please let your Community Partner Liaison know if you have any additional questions or need clarifications on any of the information in the guidebook.

Thank you for joining us in our mission to provide food for better lives. We appreciate your partnership and the work that you are doing to help those in need.

Best Regards,

Reginald Young
Chief Strategy Officer
Houston Food Bank
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Introduction

OUR MISSION
Food for better lives

OUR VISION
A world that doesn’t need food banks

WHO WE ARE
The Houston Food Bank is America’s largest food bank in distribution, leading hunger relief in 18 southeast Texas counties. The hunger-relief community partner programs operate nearly 1,500 food pantries, hot meal sites, residential and other hunger-relief programs in communities where there is limited, and possibly scarce, food access. In fiscal year 2019 we provided the 18 counties we serve access to 104 million nutritious meals.

HOW WE WORK
The Houston Food Bank is a part of a network of food banks under Feeding America. HFB collects, sorts, and distributes donated food and non-food that’s secured from corporate food donors, state and federal food assistance programs, and Feeding America. Partners place orders online, receive the orders via a delivery system from HFB, and provide the food through their hunger-relief programs to their community or neighborhood.
OUR PARTNERS
The Houston Food Bank (HFB) works with a range of partners to help us achieve our mission.

• **Feeding America (FA):** The nation’s largest domestic hunger-relief organization. Feeding America is a network of more than 200 partner food banks, including the Houston Food Bank, which engages our country in the fight to end hunger.

• **Feeding Texas (FT):** Feeding Texas is a statewide, 501c3 nonprofit organization whose mission is to lead to a unified effort for a hunger-free Texas. They move millions of hungry Texans toward food security through a statewide network of food banks; strengthen the collective response to hunger through collaboration and scaling success; and lead the public conversation needed to solve hunger in Texas.

• **United States Department of Agriculture (USDA) / Texas Department of Agriculture (TDA):** TDA administers USDA commodities and enforces federal policies and procedures on the state level.

• **Food and Financial Donors:** Local donors provide over one-third of our food and non-food donations. Financial contributions from sources throughout the region subsidize operations and enable HFB to have an annual fee system and low cost purchased items.

• **Partners:** Partners include but are not limited to food pantries, hot meal sites, shelters, direct distributions, youth programs, senior programs, drug and alcohol rehabilitation, child and adult day cares, and residential or group home programs. Partner agencies are the foundation of the HFB’s hunger-relief network. Partner agencies are expected to maintain compliance and contracts with FA, FT, HFB, USDA, and TDA guidelines and compliances.
HOURS OF OPERATION AND IMPORTANT DATES

Food Bank Days & Hours of Operation  
Monday thru Friday 7:00 AM to 9:00 PM  
Saturday 7:00 AM to 4:00 PM  
Phone Number: 713-223-3700

Order Support Line  
Monday thru Friday 7:00 AM-5:00 PM  
Saturday 7:00 AM-2:00 PM  
Phone Number: 346-231-7218

Partner Services Hours of Operation  
8:00-5:00 Monday thru Saturday

Holiday Schedule  
HFB is closed on the following holidays:  
• New Year’s Day  
• Memorial Day  
• Independence Day  
• Labor Day  
• Thanksgiving Day  
• Christmas Day  
Please pay attention to Partner Announcements for information for other closures

Inventory System  
The HFB warehouse has inventory in January and June every year. Please stay alert to Partner Announcements regarding ordering and deliveries during that time.

Partner announcements are the emails containing vital information regarding updates, reminders, or general information from HFB. It is the partners responsibility to notify their CPL of any changes or additions to this email list.
Partnership & Liability

As partner agencies of the Houston Food Bank (HFB), organizations must adhere to certain standards and responsibilities as outlined in the annual Partnership & Liability Agreement. Failure to comply with the annual Partnership & Liability Agreement and the associated responsibilities could lead to the suspension and/or end of partnership with HFB. This section outlines the legal provisions that inform the content of the annual agreement.

THE TAX REFORM ACT OF 1976
The Tax Reform Act of 1976 established specific types of tax deductions to certain corporations when donating inventory. In addition, the act establishes specific parameters on how donated goods can be used and by whom. Since most of the food obtained by HFB is donated, our partner agencies must abide by all the requirements of this federal law.

THE FEDERAL FOOD, DRUG AND COSMETICS ACT
The Federal Food, Drug and Cosmetics Act establishes regulations for the safety of food, drugs and cosmetics. In addition, this act prohibits the re-distribution of contaminated or potentially contaminated products. Other laws and regulations governing the use of items your partner may obtain from HFB include: The Fair Packaging and Labeling Act, Chapter 21 of the Code of Federal Regulations, and both federal and state labor laws. The Houston Food Bank and Feeding America are committed to the health and food safety of the communities we serve. The Houston Food Bank provides detailed guidelines that must be met and maintained by all partners to ensure the safe storage and handling of food on the partner level.

NATIONAL CIVIL RIGHTS LAWS
The purpose of Civil Rights policies is to promote fairness and equality of treatment for all people. National Civil Rights law is provided under several federal provisions including: Title VI of the Civil Rights Act 1964, Americans with Disability Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Food Stamp Act of 1977, Executive Order 13166, USDA Departmental Regulation 4330-2, and 7CFR Part 16, Equal Opportunity for Religious Organizations. As a partner of the Houston Food Bank, civil rights training is a requirement for the staff and volunteers that have direct contact with clients.
THE EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP)
The Emergency Food Assistance Program (TEFAP) is funded under the U.S. Farm Bill and administered at the Federal level by the Department of Agriculture’s Food and Nutrition Service. The USDA uses the funding for TEFAP to buy food, including processing and packaging. This food is also known as commodities. The amount of commodities allocated to each of the states is contingent on its amount of low-income and unemployed population.
Each state designates a department or partner within the state to regulate the administration and distribution of the commodities. The supervising partner in Texas for TEFAP commodities is the Texas Department of Agriculture (TDA).
TDA provides all guidelines for partner eligibility, handling and storage of the commodities, distribution to clients, client record maintenance and all other program related materials.

Houston Food Bank
As a member of Feeding America, the Houston Food Bank has the right to institute additional criteria for partners to provide for the most efficient and safe use of the limited resources available to partners.
In addition, the Houston Food Bank may change or revise policies and guidelines when necessary to comply with changes in network policy or government oversight. We promise to make every attempt to communicate these changes as quickly and efficiently as we can.

GOOD FAITH DONOR ACT – TEXAS LAW
On June 10, 1981 the Texas State Legislature passed legislation, commonly referred to as the Good Faith Donor Act, to address liability for damages resulting from the condition of donated items. The state law reads as follows: A person who donates apparently wholesome food to a nonprofit organization for distribution to the needy is not subject to civil or criminal liability that arises from the condition of the food, unless an injury or death results from an act or omission of the person that constitutes gross negligence, recklessness, or intentional misconduct. A nonprofit organization that distributes apparently wholesome food to the needy at no charge and that substantially complies with the applicable local, county, state, and federal laws and rules regarding the storage and handling of food for distribution to the public is not subject to civil or criminal liability that arises from the condition of the food, unless an injury or death results from an act or omission of the organization that constitutes gross negligence, recklessness, or intentional misconduct.
THE EMERSON GOOD SAMARITAN FOOD ACT – FEDERAL LAW
On October 1, 1996 the Emerson Good Samaritan Food Donation Act (Emerson Act) was enacted. The Emerson Act is a federal law that provides national standards regarding food donations so that donors have consistent liability information for interstate donations.

The law addresses the liability concerns of donors who contribute food in good faith and states the following: To encourage the donation of food and grocery products to nonprofit organizations for distribution to needy individuals by giving the Model Good Samaritan Food Donation Act the full force and effect of law. A person or gleaner shall not be subject to civil or criminal liability arising from the nature, age, packaging, or condition of apparently wholesome food or an apparently fit grocery product that the person or gleaner donates in good faith to a nonprofit organization for ultimate distribution to needy individuals, except that this paragraph shall not apply to an injury to or death of an ultimate user or recipient of the food or grocery product that results from an act or omission of the donor constituting gross negligence or intentional misconduct. The term "apparently wholesome food" means food that meets all quality and labeling standards imposed by federal, state, and local laws and regulations even though the food may not be readily marketable due to appearance, age, freshness, grade, size, surplus, or other conditions.

Title 6
Title VI of the Civil Rights Act of 1964 protects people from discrimination based on race, color or national origin in programs or activities that receive Federal financial assistance. Title VI states that:

- No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
FOOD SOURCING
The inventory at HFB comes from a variety of generous donors and food bank specific networks

- **Local Donations**: Local food companies, wholesalers, distributors, retailers, community members, faith groups, and businesses
- **Feeding America**: The national nonprofit organization that solicits donated food and grocery products from national suppliers for distribution through HFB’s network
- **USDA**: Provides food through The Emergency Food Assistance Program (TEFAP)
- **HFB Purchased Food**: Purchased staple items from outside vendors to help ensure a reliable supply of nutritious foods to our feeding programs. Core inventory items include rice, beans, ground meats, pasta, fresh and canned fruits and vegetables.

Additional Sources of Product
Partners of HFB should **not exclusively rely** on HFB for its food and grocery products. Partners should try to obtain **other sources** of food by seeking donations, working with sponsors, and, if necessary, by purchasing from a wholesale or retail store.
ORDERING FOR A PANTRY: AGENCY EXPRESS

Pantry, Residential, and Meal Sites are the only partners that can order items from Agency Express (AE3).

ORDERING DEADLINES

Partner orders can be processed in 48 hours and we are able to process 2 orders marked for the same delivery date. Please see the chart below for order deadlines.

<table>
<thead>
<tr>
<th>Partner Submits Order</th>
<th>Receive Order/Product</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday before 5pm</td>
<td>Thursday</td>
</tr>
<tr>
<td>Tuesday before 5pm</td>
<td>Friday and Saturday</td>
</tr>
<tr>
<td>Wednesday before 5pm</td>
<td>Monday</td>
</tr>
<tr>
<td>Thursday before 5pm</td>
<td>Tuesday</td>
</tr>
<tr>
<td>Friday before 5pm</td>
<td>Wednesday</td>
</tr>
</tbody>
</table>

SUBMITTING ORDERS

It is the responsibility of the Partner to ensure that orders are submitted properly. If the process is not followed completely, HFB may not receive the request and the order may be cancelled or postponed to the next available delivery date.

• Partners are allowed two opportunities to order for the same delivery
• Partners cannot place orders more than 2 weeks in advance of pick up/delivery date

INCOMPLETE ORDERS

Please call the Order Support Line at 346-231-7218 to report any overages, shortages or damages.

NAVIGATING AGENCY EXPRESS

To receive food from HFB, agencies must place orders through the AE3 online ordering system. Inventory items change frequently; it is recommended that partner check the inventory as early as possible and as often as necessary. AE3 updates daily and new items are added throughout the day.

AE3’s website can be found on the Partner Resources section on HFB’s website.
HOW TO ORDER ONLINE

Log into AE3 by using the assigned login ID, password and a program code for your partner account. The login, password, and program code are assigned to each partner by a Community Partner Liaison (CPL).

1. Go to www.houstonfoodbank.org
2. Click Partner Resources on the right, upper most part of the page
3. Scroll down to the Product Ordering Section
4. Click Online Ordering. You will be taken to Agency Express

- Monthly Reports
- Product Ordering

Online Product Ordering
- Online Ordering
- Instructions for Online Ordering

Defined Orders
- Defined Order Request
- Explanation of Defined Orders

Schedule Your Community Event (Please book min 14 days before event)
5. Log into Agency Express by following these steps:

**User ID:** first letter of first name followed by last name (ex: ksmith)

**Password:** change12 (all lowercase, one word)

**Program Code:**
0037p followed by Partner ID # (ex: 0037p123456)

6. Begin to shop by clicking on Order Options then Shopping list

7. Search for the item(s) you need
   - Show All - The fastest way to bring up all the available items in stock
   - Item No. - Search by item number
   - Item Name/Item Description - Search by description
8. Select the item, put the amount in Order Qty, and select Add to Cart

You must hit Add to Cart to ensure your items are added before you go to another page. If you don’t, your selections won’t be added to your cart.

When selecting product, pay close attention to the packaging information.

- **TIP:** click on item number and it will give you additional information about packaging.
- **TIP:** pay attention to available quantity to ensure you get what you need.

Pay close attention to the Unit Price. Due to Annual Fees, most of the inventory on AE3 won’t have a Unit Price. However, if an item is a purchased product, it is possible there will be a fee associated with the item you’re ordering.

Mustard **doesn’t** have a Unit Price. The oil **does** have a Unit Price.

9. When you are finished selecting items click on Check Out

If the Available Credit Line amount is red the partner’s account has an outstanding balance with HFB.
You have the option of deleting an item, changing the quantity of an item or continuing to shop from this page.

- **Pay attention to the total weight of your order**
  - Point to point delivery must have a minimum of **4,500 pounds** per order
  - Spokes do not have a minimum poundage for delivery

10. **Select a delivery date:**

Orders may be placed **10 days in advance** of your next scheduled delivery date.

11. **Submit Cart will place your order**
AE3 EXPLANATION

- **PO Number**: a number that is established once an item is added to the shopping cart. This does not mean your order is complete.

- **Agency Order (AO)**: the number that is generated after your order has been processed. It is the most effective way to track your orders. When inquiring about your orders to your Community Partner Liaison, or the Order Support Line, please use the AO number on the invoice.

- **Order Management**: Once your order is placed, you will be re-directed to Order Management where current and past orders are listed.

### Order Management

<table>
<thead>
<tr>
<th>Reference Number</th>
<th>Created By</th>
<th>Status</th>
<th>Gross Weight</th>
<th>Total Price</th>
<th>Package/Delivery Date</th>
<th>Admin Editted</th>
<th>Modified Date</th>
</tr>
</thead>
</table>

**Order Status Explanation:**

- **New Order**: Status appears once an order is submitted.
- **Sent to Food Bank**: The order has been sent from Agency Express to HFB’s system.
- **Acknowledged**: The order has been received from Agency Express and is being processed.
- **Released**: The order has been completely processed and is ready for pick up. No changes/cancellations can be made through Agency Express from this point.
- **Invoiced**: Once the order is fulfilled and received by the Partner, it is invoiced. Please note: The item quantity and the total amount due on the PO may not reflect the same amounts on your invoice.
- **Cancelled**: Orders need to be canceled at least 24 hours in advance. Please notify the Order Support Line with any cancelations.

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Partners of HFB must keep an active account via ordering. Partners are expected to order at minimum every 6 months. Inactive ordering every 6 months will result in the partner involuntarily withdrawing their membership and require the partner to reapply with HFB.
Online order updates: The online inventory system is updated every 3 to 5 minutes. This will update available quantities and add additional items received throughout the day. Remember, items are on a first-come, first-served basis. Depending on the number of orders, some items may be out of stock by the time a Partner’s order is validated.

💡 TIP: You may edit your orders but make sure you hit Submit after editing otherwise the order won’t be placed.

💡 TIP: Partners are allowed two submissions per delivery date.

**CATEGORY EXPLANATION**

<table>
<thead>
<tr>
<th>Order Qty</th>
<th>Available Qty</th>
<th>Item No.</th>
<th>Description</th>
<th>UOM</th>
<th>Unit Price</th>
<th>VAP Fee</th>
<th>Pack Size</th>
<th>Feature Type</th>
<th>Gross Weight</th>
<th>Favorite</th>
</tr>
</thead>
<tbody>
<tr>
<td>43</td>
<td>44</td>
<td>PR165</td>
<td>Cereal, Assorted</td>
<td>CS</td>
<td>0.00</td>
<td>0.00</td>
<td>12 lb</td>
<td></td>
<td>12</td>
<td></td>
</tr>
</tbody>
</table>

**Order Qty:** the partner types in the amount of product they’re ordering  
**Available Qty:** the amount of inventory HFB has in the warehouse  
**Item No:** categories of inventory will be indicated  
  - PR: Product Recovery, assorted product  
  - P: Purchased, HFB has purchased this item. A partner may incur a fee if ordering this item  
  - D: Disaster, these items are held for disaster  
  - S: USDA  
  - ST: Trade Mitigation  
  - F: FEMA  
  - There may be different Item Number’s if HFB is operating in disaster mode or has a specific program  
**Description:** the description of the product is listed here  
  - UOM: Unit of Measure, how the product is packaged  
  - CS: Case  
  - PL: Pallet  
  - EA: Each  
**Unit Price:** most items on AE3 will have a Unit Price of 0.00, P items can have a fee listed here  
**Gross Weight:** the weight of the unit of measurement (UOM)
ORDERING FOR A FOOD FAIR OR MOBILE PANTRY: APPOINTMENT PLUS

Pantry partners may order food fairs or mobile pantries to enhance their pantry distributions. Mobile partners may order only mobile pantries. The Houston Food Bank uses an online ordering system called Appointment Plus for mobile and food fairs.

Food Fair

1. Go to the Partner Resources page
2. Scroll down to the Product Ordering Section, then to Select Your Community Event, and select Mobile Pantry or Community Food Fair:

Schedule Your Community Event (Please book min 14 days before event)

- Mobile Pantry or Community Food Fair
- Nutrition Education for Your Clients
- CAP Mobile Pantry and SNAP Assistance

3. You will need a Username and Password to access the scheduling system. Your initial set up will be:

   Username: Partner Number
   (example 10999)

   Initial Password: Foodbank1!

   - You will be asked to change your password once you have logged in.

4. The first thing you will see is a drop-down menu for the delivery type. The only two you should select are Mobile Food Pantry or Food Fair

Partners may only create 1 account for Appointment Plus. Multiple accounts for a partner create confusing duplicates.
5. You will select the date and time just as shown below, and then be able to enter the delivery address information. Any new locations for mobile unit distribution must be inspected and approved by Partner Services before the mobile unit can be scheduled. Scheduling an uninspected/unapproved site will result in the cancellation of the event. Please refer to the Mobile Sponsorship Guide for more information.

You may book up to 120 days in advance from the day you are logged into the system. Once the day is selected it will show the available time slots

6. The time slots for mobiles are: Monday-Friday at 8A, 10A, 3P. Saturday 8A, 10A.
The mobile will be at your site no later than the delivery times but could potentially be there earlier. Each time slot has a limited number of spots. Once full, you will not be able to select that time.

The duration for the mobile unit to be onsite is **3 hours**.

**Mobile only** sites are required to have 2 distributions per month. Partners who aren’t in compliance with this requirement are subject to becoming inactive in our system.

The **time slots** for **food fairs** are:
Monday-Saturday 8A and 11A

**Food fairs** will also be limited five (5) a day. Food fairs will have the morning delivery window, 3 at 8A and 2 at 11A. Each time slot has a limited number of spots. Once full, you will not be able to select that time.

---

**Selected Appointment**

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Mobile Food Pantry</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery Type</td>
<td>Mobile Food Pantry</td>
</tr>
<tr>
<td>Date</td>
<td>Friday, October 5, 2018</td>
</tr>
<tr>
<td>Start Time</td>
<td>8:00am</td>
</tr>
</tbody>
</table>

Please complete the following information.

- **Delivery Address**
- **City**
- **State**
- **Zip Code**
- **Delivery Contact Name**
- **Delivery Contact Phone**
- **Delivery Contact E-Mail**

**Please contact your CPL if you’d like to sponsor a mobile for a different site 90 days prior to the expected event.**

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The duration for the mobile unit to be onsite is **3 hours**.

**Mobile only** sites you are required to have **2 distributions** per month.
7. Identify appointment time and select “Book It”. You will then be able to fill out delivery and contact information.

This information is the delivery information, not the partner information. Address given is where the mobile will be delivered, number and contact information of who will be onsite for the mobile unit delivery.

8. Once you select “Finalized Appointment” you will receive an automated confirmation email as well as reminder emails closer to the date of your scheduled food fair or mobile.

If you have any questions, please contact your Community Partner Liaison.

IMPORTANT MOBILE & FOOD FAIR GUIDELINES

Traffic control and security from your local police department is encouraged. The partner is responsible for the payment of these safety precautions.

Mobiles and food fair distributions are prohibited in apartment complexes, shared parking lots, public streets, and for-profit entities. Unauthorized our out of compliance bookings at these locations will be cancelled by HFB.

Please use the 80/20 rule when receiving the produce found on Mobiles and Food Fairs.

Pallets and product will remain at your distribution site. You may schedule HFB pick up your remaining pallets via your Community Partner Liaison.
Use the 80-20 rule, please.

If more than 20% of the produce in a bin must be discarded, please notify the Houston Food Bank and we will refund or replace it.

Based on the resources available to us on an ongoing basis, the Houston Food Bank is able to distribute “Grade 2” fruit and vegetables – a grade lower than the type of produce seen in most grocery stores. Variances in color and shape should not affect the wholesomeness of the produce. Some product comes directly from the grower. Your clients can safely prepare and eat it.

In general, up to 20% of any produce item you receive may need to be discarded by your agency.

If your order has a higher percentage of unacceptable quality, the Food Bank will refund or replace it.
HUB AND SPOKE

In 2018, the HFB moved to a **hub and spoke** delivery model to increase effective and efficient distributions to our service area.

**Hubs** are larger partner sites that have been preselected by HFB. Hubs are required to receive spoke orders, facilitate spoke pick up’s, store spoke orders within a reasonable amount of time if a spoke can’t pick up, and communicate closures or hour changes to the spokes. Hubs must receive **defined orders** and have AE3 privileges.

**Spokes** are partner sites that are unable to order the required minimum poundage amount (4,500 pounds) per order. Spokes places orders in Agency Express, with **no poundage requirements**, or have the option of using the defined order system. Spoke orders will be delivered to their assigned hub. The spoke is required to pick up their order within two hours of the delivery. The spoke partner is required to bring their own equipment and volunteers to pick up orders. Hub assignment is based on proximity to the spoke.
POINT TO POINT

Partners can receive deliveries directly, or **point to point**, from HFB to their site. To qualify for a point to point delivery the partner’s orders must be consistently **4,500 pounds** or higher.

Partners receiving point to point deliveries are subject to review each quarter and are subject to changing to obligatory spoke orders when not in compliance with our poundage requirements.
DELIVERY ZONES

HFB services 18 counties in our distribution area. In order to be more efficient the service areas are divided into delivery zones.

The following delivery types are excluded from assigned zone days: Mobile Food Pantries, Food Fairs, National School Lunch Program, Senior Box Program, and Kids Cafe – Keegan Kitchen meal deliveries.

### For questions regarding your delivery zone, please contact your community partner liaison.

<table>
<thead>
<tr>
<th>Zone</th>
<th>For questions regarding your delivery zone, please contact your community partner liaison.</th>
<th>Delivery Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zone 1</td>
<td>Brazos Valley FB, Montgomery County FB, Trinity County, Walker County, NW Harris County</td>
<td>Thursday</td>
</tr>
<tr>
<td>Zone 2</td>
<td>Austin County, Waller County, SW Harris County</td>
<td>Tuesday</td>
</tr>
<tr>
<td>Zone 3</td>
<td>Chambers County, Liberty County, San Jacinto County, NE Harris County</td>
<td>Wednesday</td>
</tr>
<tr>
<td>Zone 4</td>
<td>Galveston County, SE Harris County</td>
<td>Friday</td>
</tr>
<tr>
<td>Zone 5</td>
<td>Brazoria County, Fort Bend County</td>
<td>Monday</td>
</tr>
</tbody>
</table>

Harris County has been divided into four zones. Northwest, Southwest, Southeast, and Northeast with I-10 and I-45 creating the borders.
To maintain the integrity of the food distributed by HFB, while ensuring it remains healthy and safe for consumption, partners must be trained in proper food storage and safe handling practices. Each partner agrees to observe safe food handling practices in transportation, storage, handling, and distribution of food.

**REQUIRED FOOD SAFETY TRAINING**

One representative from each partner must undergo food safety training to remain compliant with Feeding America and HFB’s food safety policy. This will ensure that proper food safety knowledge and practices are being implemented throughout our network. In the event the representative with food safety training departs from the organization, notify HFB as another representative will need to be trained within 30 days.

**Online Food Safety Training**

HFB Partners have several options to take food safety training. The least expensive and time consuming is the Learn2Serve Food Handler Certificate Program. The link, and enrollment instructions, for Learn2Serve is located on HFB’s website on the Partner Resources page under Trainings. Learn2Serve’s course is 2 hours and costs $7.00 to complete.

Other options for food safety training include ServSafe and Food Managers Certification classes.

If you have any questions, please contact your Community Partner Liaison.
PROPER FOOD STORAGE & HANDLING

Proper storage and handling of food distributed by HFB is expected of our partners.

Storage

- Food should be stored in an area which will prevent the entry and harboring of pests. Seal or repair any possible entry points for pests.
- Your food pantry must be locked, and clearly marked for the food program.
- Store food properly, keeping all food, including bulk bags, off floors.

Tip: Use pallets to store food if they can be easily moved for cleaning and inspection. Note: USDA requires rice to be stored in a refrigerated area.

HFB does not allow shared spaces, such as a part of a church kitchen, for partner pantries.

- Check food stock regularly for quality. Check incoming food to make sure it is free from spoilage or contamination. Rotate stock: first expired, first out. While checking food stock, discard any bloated or rusty cans, containers without a label, open containers, out of date baby food or formula, and containers which show signs of tampering.

Tip: Leave room on the shelves so that food can be easily moved around for inspection of stock and shelves.

- Discard anything you have doubts about. Please uses HFB’s 80-20 rule for produce.
• Store **unsorted** product **separately** from food that is ready for distribution.

• Store **non-food items** (soap, cleaning supplies) **separately** from food. Never store non-food items above or directly with food.

• Refer to the Sorting 101 handbook for more information about HFB’s internal and external sorting policies and guidelines.

**Clean storage areas regularly**

- Keep food storage areas clean.
- Trash containers must be covered, isolated, and emptied daily.
- All food storage areas should be checked and cleaned at least once per week, including refrigerators, freezers, and floors.
  - *Tip:* Use a rotating schedule for your volunteers to clean up chores
  - *Tip:* While cleaning, check for soundness of food (open containers or packages), leaks, and signs of pests.

- Sanitize the pantry with a solution of one tablespoon bleach to one gallon of water.

**Check the date & inspect the product**

- Some foods may last beyond the “sell by” or “best by” date. The quality and freshness may be compromised, but they are still **considered safe to eat**.

- Discard foods that are bottled or jarred past the expiration date or if liquids appear cloudy or discolored. Always inspect your product upon receiving.
  - **WHEN IN DOUBT, THROW IT OUT!**

- HFB’s policy is to discard bulging, rusted, or severely dented cans with metal touching metal, opened or leaking packages, and broken seals. If you notice items with these flaws when you unpack them at your facility, do not distribute them or cook with them.

**Keep cold foods cold and hot foods hot**

- Frozen and refrigerated product should be maintained in cold temperatures during transport, if possible. It should also be delivered and stored as quickly as possible. Food that is exposed to the temperature danger zone between 40-140 degrees Fahrenheit for more than 4 hours may become unsafe to eat.
**Temperature Control**

Be sure to monitor your coolers and freezers for maintaining the proper and safe temperatures. Functional thermometers must be present and visible in all storage areas. Temperature logs can show discrepancies in climate over a period. Fluctuating temperatures may mean your refrigerator or freezer needs to be replaced. Refer to the temperature log in the back of the guidebook.

💡 *Tip: Have an interested volunteer that can’t commit long hours? Ask them to check your temps!*

<table>
<thead>
<tr>
<th>Storage Area</th>
<th>Proper Temperature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refrigerators</td>
<td>33°F – 40°F</td>
</tr>
<tr>
<td>Freezers</td>
<td>0°F or below</td>
</tr>
<tr>
<td>Dry Storage</td>
<td>50°F – 75°F</td>
</tr>
</tbody>
</table>
USDA commodities are available to HFB partners under The Emergency Food Assistance Program (TEFAP). TEFAP in Texas is regulated by the Texas Department of Agriculture (TDA) and they have contracts with food banks through the state. Food banks, such as HFB, offer TEFAP products to their partners. Partners receive USDA commodities and supply them to their clients at their distributions.

- For information about TEFAP policies please see the program’s handbook and forms please visit TDA’s website

- Partners receiving USDA commodities must ensure that recipients of the commodities are not discriminated against because of race, appearance, national origin, age, gender, sexual orientation, disability, political belief, or religious affiliation.
  - New staff members or volunteers should attend the new partner Onboarding Sessions
  - Provide bilingual material/staff where needed or required.

CLIENT ELIGIBILITY / INTAKE
Partners are required to determine the income eligibility of any client who receives USDA commodities for home consumption. Commodity eligibility is determined when clients fill out the USDA application, commonly referred to at HFB as intake.

- Intake is done either approved via an approved paper format or a web-based platform
- In order to be considered complete, intake must include the applicant’s name, address, number of persons in the household, statement of income, and their signature on the USDA application form.
A client may not be required to demonstrate proof of any of the intake questions for the purposes of receiving food product from the pantry. Although this is a USDA governing requirement, all pantries must adhere to this policy regarding proof/documentation.

If a pantry offers services other than food, such as rent or utility assistance, then HFB or TDA does not govern requirement documentation for these additional programs.

If a partner uses the Intake Form, and adds extra pages to collect additional data, the extra pages must specify that a participant will receive USDA Foods through TEFAP even if a participant refuses to provide the additional data. Further, the information to determine TEFAP eligibility must be collected before the partner requests additional data. When adding pages to the Intake Form the partner must include the current nondiscrimination statement.

**CERTIFICATION**

A client may be certified for up to one year, so that he or she doesn’t have to do intake every time they receive commodities. The pantry is responsible for ensuring that individuals certified for more than one month at a time remain within the income guidelines.

- If a client cannot prove ongoing need, by means of SSI, TANF, Food Stamp Participation, Medicaid, or another objective measure of income, that client must apply on a month-by-month basis.
- Exceptions may be made for emergency situations on a one-time basis.
  - This emergency must be listed in the HFB documentation in the space provided.
  - Clients falling into this emergency assistance category are eligible for 6 months of assistance from the pantry / distribution site.

**INCOME ELIGIBILITY**

Every recipient household must have an annual household income of not more than 185% of federal poverty guidelines via the income eligibility guidelines. The income eligibility guidelines change every year. HFB will provide new guidelines when they are released but can also be accessed on TDA’s website.

- Exceptions may be made for emergency situations on a one-time basis, but this emergency must be listed in the HFB documentation in the space provided.

**INCOME INELIGIBILITY**

If a partner cannot serve a client or household USDA products because the client is ineligible based on income then documentation must be kept onsite with the person’s name, phone number, and date of visit.
CIVIL RIGHTS AND CIVIL RIGHTS TRAINING

There may be no exclusion of services based on the race, appearance, age, religion, national origin, disability, gender, sexual orientation, or political affiliation of an individual. In order to understand these rights, all partners must attend a civil rights training every year.

- Civil Rights training can be done individually or as a group by clicking on the above hyperlink
- Training typically takes 35 minutes to take, including the quiz
- When the training is completed the organizer will receive an email from FND Training with the civil rights training confirmation
- The training confirmation looks like this:

```
<table>
<thead>
<tr>
<th>Name</th>
<th>[Redacted]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contracting Entity (CE) Name</td>
<td>Brian Greene</td>
</tr>
<tr>
<td>E-mail Address</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Alternate Email Address</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Date</td>
<td>02-14-2020</td>
</tr>
<tr>
<td>Confirmation Number</td>
<td>Civil Rights - 02-14-2020 - 94957</td>
</tr>
</tbody>
</table>
```

- Please keep a copy of the training confirmation you received via email
- Your CPL will ask for the confirmation before your monitoring visit

USDA AND RELIGIOUS ORGANIZATIONS

- Food distributions at the partner agency may not be restricted to membership of the faith-based organization or a specific partner agencies membership. USDA commodities, as well as any products from HFB, are available to the community regardless of any membership affiliation.

- Partners may not require any individual to attend a religious or political meeting of any kind in conjunction with receiving services.
  - If the partner regularly conducts such events, they must be conducted at times other than when distributions are taking place
  - It must be made clear to clients that services are not connected in any way to these religious or political meetings.
• Partners may not require a client to make a statement of faith or pledge membership to any religious or political organization before receiving assistance.
  o Client complaints to this effect will be investigated by HFB and may result in suspension and / or termination.

• All literature that the partner produces announcing the operation of a food pantry, soup kitchen or other charitable food service must include the Nondiscrimination statement and be approved by HFB prior to being duplicated and distributed:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:
  (1) mail: U.S. Department of Agriculture
  Office of the Assistant Secretary for Civil Rights
  1400 Independence Avenue, SW
  Washington, D.C. 20250-9410;
  (2) fax: (202) 690-7442; or
  (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

SIGNAGE
Agencies providing USDA commodities to their clients must have appropriate signage posted visible to the clients at the time of intake and receipt of product.

• Please refer to section 9 and 12 in this guidebook for a list of the forms and signs that are required to be posted.

• Partners must display the most updated version of the And Justice for All poster
  o If you require a new poster, please request one from your CPL
DISABLED CLIENTS
Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. If required, bilingual materials should be provided.

- Partner agencies must be accessible to and usable by persons with one or more disabilities, including persons with impaired vision or hearing.

- Partners can make programs accessible to persons with disabilities by taking the following steps:
  - Delivering food packages at the curb
  - Moving to accessible buildings
  - Assigning aides to assist participants
  - Delivering services at alternate accessible facilities (for facilities with 15 or fewer employees)
  - Redesigning equipment
  - Rearranging furniture
  - Changing the schedule of service hours
  - Altering existing facilities
  - Constructing new, accessible facilities

Partner Agency should have a transition plan to ensure program accessibility if structural changes to the building are necessary.

If a partner agency cannot provide services to a person with disabilities because the facility where services are provided is not accessible the partner agency must take the following steps:

- Inform the person with disabilities of alternate facilities where they can receive services
- Pay all or part of any additional cost the person with disabilities incurs as a result of being transported to an alternate facility.
  - There are some circumstances when partner agencies are not required to pay these costs. Contact the TDA Food and Nutrition program specialist at commodityoperations@texasagriculture.gov for additional information.
ANNUAL FEES
In 2018, HFB conducted partner roundtables to discuss a proposal for an Annual fee that replaced our prior fee system. Annual fees are an ongoing initiative to be less transactional with our partners.

Annual fees allow each partner to order without operational budget cons

Annual fees do not cover items included in the Pantry Staple Program. If you see a fee listed in the Unit Price section on AE3, the partner will be invoiced the fee incurred with selecting that item. Please see the Ordering section for more information on Unit Price.

New pantry and meal site partners (enrollment past January 2019) have a minimum annual fee payment of $3,000.00 per year. New mobile partners have a minimum annual fee payment of $1,200.00 per year.

Established partner’s Annual fees were based on your past spending with HFB within our 2017 fiscal year. The 2017 fiscal year (July 2016-June 2017) is the last fiscal year with our former fee system. Annual fees will be reassessed every year.

Internal Revenue Service (IRS) regulations prohibit the re-selling of donated food. While IRS regulations prohibit the re-selling of donated food, they specifically permit food banks (and only food banks) to charge a small fee to help offset the costs associated with handling donated food. Partners do not “buy” food from the Houston Food Bank but pay a handling fee. The handling fees are included in the partner’s annual fees.

Effective July 2019, HFB is no longer accepting cash payments
INVOICES

Invoices are generated for every order showing each product ordered, the corresponding weight, and possible costs (Pantry Staple Program) associated with each item. The partner will be emailed a copy of their invoice prior to their delivery. It is the partner’s responsibility to see that the appropriate paperwork is directed to the individual in the organization paying the bills. The invoice can be emailed to two contacts. It is the partner’s responsibility to keep HFB updated with this information.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Qtrs</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>11304</td>
<td>Fish, Salmon 5 a ct</td>
<td>Case</td>
<td>1</td>
<td>1.5</td>
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<tr>
<td>12121</td>
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<td>1.75</td>
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<tr>
<td>32026</td>
<td>Finest Hone Black Unsalted</td>
<td>Case</td>
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<tr>
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<td>Dehydrated, Liquid Dishwashing</td>
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<tr>
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<td>Meat, Assorted Choice Kings 6 a</td>
<td>Case</td>
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<td>14.1</td>
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<tr>
<td>00458</td>
<td>Chicken Breast, Broiled Bone In 10</td>
<td>Case</td>
<td>120</td>
<td>3.75</td>
</tr>
<tr>
<td>01252</td>
<td>Chicken, Assorted 48 a</td>
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<td>1</td>
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<tr>
<td>11184</td>
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<td>Case</td>
<td>1</td>
<td>4.50</td>
</tr>
<tr>
<td>11184</td>
<td>Chicken, Whole Bone Leds</td>
<td>Case</td>
<td>4</td>
<td>1.75</td>
</tr>
<tr>
<td>23022</td>
<td>Ginger, Whole Gingers</td>
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<tr>
<td>23025</td>
<td>Grl, Dehydrated Grl</td>
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<tr>
<td>00185</td>
<td>Dbl Milk, Assorted Toned Farms 12 lb</td>
<td>Each</td>
<td>1</td>
<td>3.50</td>
</tr>
<tr>
<td>01221</td>
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<td>Case</td>
<td>155</td>
<td>4.00</td>
</tr>
<tr>
<td>01221</td>
<td>Fresh Mixed Ham, Ham 14.05 a</td>
<td>Case</td>
<td>45</td>
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</tr>
<tr>
<td>07146</td>
<td>Ham, Lbs 10 a</td>
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<td>44</td>
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</tr>
<tr>
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<td>Ice Cream, Assorted 3 a</td>
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<tr>
<td>28339</td>
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<tr>
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<td>3.00</td>
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<td>05322</td>
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<tr>
<td>01006</td>
<td>Bread, Rflnd Lbs 241 15 25 oz</td>
<td>Case</td>
<td>2.35</td>
<td>16.21</td>
</tr>
</tbody>
</table>

Up to 5% of each pallet of produce you receive may need to be discarded by your agency. It is required if there is higher percentage of defects in the product that can not be used. Please note that standard spoilage and quality difference must be reported on delivery. Ask your driver for more. Short and Damage Item You have 30 days from the invoice date to dispute price discrepancy. For questions, call 832-393-5350.

STATMENTS

At the end of each month, HFB emails a statement to the partner. The statement lists the dates and amount due for each invoice on the account. The statement reflects current month activity as well as any invoice balances still open from prior months. Statements are provided as a means for the partner to reconcile the activity on the account with the invoices received at pick up. Statements are emailed to partners. It is the partner’s responsibility to keep HFB updated with any changes in mailing address or addressee.
FEE PAYMENT
The Houston Food Bank payment terms are 30 days from invoice date.

Annual Fees may be paid with two options:

- **Monthly**- partner’s total Annual Fee / 12 months, **paid each month**
- **Annually**- partner’s total Annual Fee paid one time a year, **paid each July**

Payments may be mailed to:

Houston Food Bank
Attn: Accounting Department
535 Portwall Street Houston, Tx 77029

Note: please put your partner number and invoice number in your check’s memo section

Effective July 2019, cash payments will not be accepted.

OVERDUE BALANCE
A partner with an outstanding invoice of more than 30 days past due will be contacted by the Accounting Department at HFB to resolve the outstanding balance. If an outstanding balance reaches 60 days, the partner’s account will be placed on hold, meaning that no orders can be placed. Once on hold for nonpayment, the Accounting Department, in cooperation with the Partner Services Department, may take one or more of the following actions:

- Require all outstanding invoices be paid before more orders are permitted
- Partner account may be made inactive

Please note, HFB staff can’t add or extend credit to accounts.
Reporting

As part of the Partnership Agreement, partner agencies are required to report statistical data on how many clients are being served each month. This information is compiled by HFB and reported to Feeding Texas, TDA, and Feeding America. These statistics are used to help determine program efficiency and allocation of resources. Inaccurate or late statistics from a partner can result in the suspension of your account.

New HFB Partner’s (onboarded after January 2019) are required to use Link2Feed. Partner’s enrolled prior to January 2019 are encouraged to attend a Link2Feed training session, contact your Community Partner Liaison, and partake in the Link2Feed training website.

Effective July 2021, all HFB Partners will be expected to be collecting intake data via Link2Feed, Mobilize Us, or a similar web-based intake program that can export data and be shared through an importing feature in Link2Feed.

**LINK2FEED**

In 2018, HFB partnered with Link2Feed to replace the hard copy intake system. Link2Feed is a web-based intake application that makes intake, program tracking, case management, and compliance very simple and user friendly. Link2Feed is paperless and does away with the antiquated and time-consuming monthly reporting paperwork.
MOBILIZE US
Mobilize Us is a platform that was offered to HFB’s partners to ensure social distancing was maintained while doing intake. The platform enables clients to complete the intake form via an app on their phone.

If a client is unable to complete the intake form on their phone the partner may use the desktop version of the survey during distributions.

For more information about Mobilize Us you can view the training online.

MONTHLY REPORTS
HFB will accept Monthly Reports (MR) from our grandfathered partners (onboarded pre-January 2019) until June 2021. Monthly reports should be completed each month even if the program didn’t distribute product obtained from HFB or if clients were not served. MR are due by the 5th of each month. Please email your MR’s to partners@houstonfoodbank.org

If an MR isn’t turned in before the month is over, the partner’s account will be placed on hold. Ordering privileges won’t be enabled back to the partner until the missing and accurate report is sent.
ANNUAL SITE VISIT

Every partner in the network is required to comply with an annual site visit by a Community Partner Liaison (CPL). These site visits are required under The Federal Food, Drug and Cosmetics Act and must be completed to remain an active partner of the network.

A CPL from HFB will contact the partner to schedule the site visit each fiscal year. Staff will work with partner agencies to find a mutually convenient day and time. Because this is a detailed review of the program, it is very important that the main contact and/or program director be present and prepared.

WHAT TO EXPECT AT THE SITE VISIT?

Annual Site Visits, or Monitoring Visits, are HFB and the CPL’s way to fully understand the partner’s needs, update about HFB processes, and assess for compliance. The visits can take approximately 1.5 hours; however, they can go over that timeframe. Please do not agree to a visit time that will be a busy day for the partner’s meeting attendants.

During the visit, the following will occur:
• A review to confirm, and update details about the program including hours, contact information, etc.

• Discuss the status, direction, and needs of the program.

• Conduct a visual visit of the facility including all dry storage areas, refrigeration units, food preparation areas, and anything else deemed necessary by the Houston Food Bank representative.

• Review of all records used to manage the partner’s account with HFB.

• Documents that must be on site and retained for 3 years + 90 days:
  o Paper intake forms
  o Temperature logs (maintained weekly at partner)
  o Monthly reports (submitted monthly by partner)
  o HFB invoices
  o Completed civil rights checklists for all volunteers and/or staff (completed annually)
  o Pest control logs and/or invoices from pest control company
ESSENTIAL CERTIFICATES AND PERMITS
The following items will be checked for expiration date. If the certificates or permits are expired, the Partner’s account will be placed on hold until new training or permit completed or obtained.

- Civil Rights Training- All staff and volunteers who come into direct contact with clients must complete this training. A copy of your training completion certificate must be accessible to view. Training must be completed once a year.

- Food Safety Training- One staff member or volunteer must take this training. A copy of your training completion certificate must be accessible to view. Training must be completed every 3 years.

- Food Dealer’s Permit- if not required by your county, please have a copy of the letter from your local Public Health Department stating your site is not required to have a Food Dealer’s Permit

- Food Handler’s Permit- required to repack food. HFB does not require this permit unless you are repacking food and have obtained a permit from the city or county to ensure you’re allowed to do so.

- Inspection Report- required if you are a residential or a meal site

- Occupancy Permit- required if you are a residential site

If perishable products are added to your distribution, you must obtain a food dealer’s permit if you are in the City of Houston or Harris County. If your site is outside of those boundaries, you must contact your local health department to see if a permit is necessary. Failure to do so will lead to your account and retail pick up being placed on hold.
USDA COMPLIANCE

Every Partner receiving USDA products must comply with the following list. These forms are located on HFB's website. Signage must be provided to or viewable to your clients.

- **TEFAP Income Guidelines** - paper version if using paper intake, information is included in Link2Feed
- **Non-Discrimination Statement** - this disclaimer should be printed on your paper intake forms, any handouts or information pamphlets about food distributions, information is included in Link2Feed
- **Civil Rights Poster** - the poster must be hanging in a clearly visible location to the clients
- **TEFAP Written Notice of Beneficiary Rights** - hang next to your Civil Rights Poster
- **TEFAP Participant Agreement, Rights, Obligations, and Fair Hearing Request** - one copy must be provided to the clients each year

DOCUSIGN

At the start of each fiscal year, partners will be asked to sign the Partner Agreement and Compliance forms via DocuSign. Copies of all the completed paperwork will be automatically sent to the main contact once all e-signatures are captured via DocuSign. Failure to sign all forms within 30 days may result in your account being placed on hold.

Your email from DocuSign will come via the email address dse_NA3@docusign.net and have something similar in the email body:
PARTNER COMPLIANCE

Client Certification / Intake
• The Partner must keep accurate records and screen clients annually to assure that eligibility requirements are met.

• Client information must be current and confidential. Paper records should be stored in a locked cabinet. If the partner is using Link2Feed, physical space storage isn’t required.

• Client must meet the current TEFAP income guidelines, located on TDA’s website, which are 185% below the federal poverty level. This guideline is to be used by all staff/volunteers that conduct the intake process. This guideline is updated annually by the state of Texas.

• If the client does not meet the income eligibility guidelines, he/she can be served on an emergency basis. The Partner is required to record the reason for the client’s emergency.
  
  • For more information about client certification/intake please see Section 6

Acceptable Practices
• Place signs and pamphlets of a religious or secular nature in clear view of clients.

• Restrict a client who is abusive or disruptive to your program or volunteers. You should document all these occurrences.

• Distribute food received from other sources, if it is treated exactly like food received from HFB.

Unacceptable Practices
The unacceptable practices listed below will result in immediate corrective action from HFB and TDA. A result of any of these practices will result in your account being placed on hold or made inactive.

• Discriminate against a client in any way in accordance with the Civil Rights or physical of the client.
  
  • If a partner has zip code restrictions for their distributions, there may not be any denial of serving a client USDA commodity
  
  • For more information please refer to TDA’s TEFAP Handbook

• Require a client to provide a social security card or any other documentation related to citizenship or address to receive food from your site.

• Have a separate standard for handling, storing, or distributing HFB product from food product procured from other sources.

• Sell or barter HFB products for goods and services from a third party.
• Take any HFB products for personal use.
• Remove HFB products from the pantry or meal site
• **Share** any items received from HFB (from Agency Express, Food Fair’s, Mobile’s, Red Barrel or the Retail Program) with another organizations
• Require clients to participate in a **religious activity** (i.e. pray, read, listen, etc.) as a **precondition** to receive food.
• Be inconsistent with your days and hours of operation.
• Operate other feeding programs **involving cost** at the same time or place as HFB distribution.
• Accept monetary donations at the time of distribution.

• Charge a **client** a **fee** for any food service.
• Use HFB products for fundraising. Ex: spaghetti dinners and bake sales. Even if the money raised is intended for further charitable activities by the partner.
• Use HFB products for organization functions. Ex: organization meeting refreshments, gifts, organization dinners

**Additional Partner Standards**
• Client volunteers should not receive special treatment from other clients. They should go through the intake process, should not receive more food than non-volunteers, and should not serve themselves before distribution. Volunteers must be eligible to receive food by meeting the TEFAP income guidelines and not shown favoritism

There is one **exception** to a partner using HFB or donated product to support its program needs. Partners may use non-food items, such as **soap or cleaning supplies**, to reduce operational expenses.
Right to refuse service
To maintain a high standard of service and provide a safe work environment for your employees, volunteers, and client families, HFB Partners have the right to refuse or discontinue service to unruly clients. Services may only be denied to a client who acts inappropriately by disrupting the normal provisions of services, or if a client's behavior or environment threatens the safety of the partner’s employees, volunteers, or clients.

Inappropriate behavior includes, but is not limited to, the following:

• Unreasonable demands for services
• Threatening or erratic behavior
• Misrepresentation for the need of services
• Threatening or offensive language

If your site refuses any services, document all parties involved and describe the incident with dates and as much detail as you can provide. Please contact your Community Partner Liaison after the incident.

Post the Pantry and Client’s Rights and Responsibility document to help enforce your right to refuse service. Please see the Forms page on HFB’s website for this document.
HFB is a certified partner of Feeding America, the nation’s largest domestic hunger-relief organization. As part of this national network, HFB must uphold the highest standards in food storage, processing and distribution. In turn, partners within HFB’s network will be held to the standards and policies set forth in the Partnership Agreement and the Compliance Agreements. In addition, depending on the type of program operated by the partner, they may be required to abide by other agreements such as the USDA & TDA Commodities Agreement.

**COMPLIANCE**

Partners of HFB that follow the standards and policies set forth in the Partnership & Liability Agreement and any additional agreements as required by HFB are categorized as “active”. Active agencies are in good standing and are eligible for all HFB programs and grant opportunities.

**NON-COMPLIANCE**

If a partner does not comply with the Partnership Agreement and the Compliance Agreements, and other applicable agreements, HFB may place the partner’s account on hold or inactivate the account. HFB recognizes these consequences may adversely impact clients. HFB's goal is to ensure clients have access to the food they need; however, we must maintain the safety and integrity of programs to ensure the best results for clients and their families.
RESOLUTION OF NON-COMPLIANCE ISSUES
Depending on the nature or severity of the issue or non-compliance, a partner will face advisement, suspension, and/or end of partnership based on the judgment of the Houston Food Bank (HFB). HFB reserves the right to place the account on hold or inactivate a partner without first being advised. All partners will be notified in writing of changes in account status.

<table>
<thead>
<tr>
<th>Advisement</th>
<th>Hold</th>
<th>Inactivation/Termination</th>
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</table>
| • HFB staff meets with the partner  
• Corrective action plan is created to outline steps and actions that will be taken by the partner to correct the non-compliance  
• Partner will be allowed to order and receive deliveries from HFB. In addition, the partner will be expected to abide by all other required policies and procedures.  
• Partner will have up to 90 days to submit and/or comply with the corrective action plan.  
• If issue is not resolved, the partner will face a hold on the account and/or inactivation of account. | • Written notification sent to the partner explaining the details of the hold on the account.  
• Partners will NOT be able to order or receive deliveries for any food or other necessities from the HFB and will not be eligible for retail pick up, red barrel, or grants.  
• Partner will still be responsible for submitting monthly reports, any requested documentation and allow for follow-up site visits.  
• Hold periods will last until the issue has been resolved or six months, at which time (if there is no resolution) the account will be inactivated by the HFB. | • HFB reserves the right to inactivate the account of any partner without notice for issues related to the Partnership Agreement, Compliance Agreements, or USDA & TDA Agreement  
• If a partner account has been non-voluntarily inactivated by the HFB, the partner will be prohibited partnership for a period of no less than 12 months |
POSSIBLE NON-COMPLIANCE EXAMPLES
Issues or compliance issues typically fall within three classifications (see pg 49) and may include, but are not limited to, the following examples:

<table>
<thead>
<tr>
<th>Advisement</th>
<th>Hold</th>
<th>Inactivation</th>
<th>Examples</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Partner requires additional paperwork or intake criteria that violate HFB and TDA policies</td>
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<td>Partner is not maintaining paperwork as required by HFB</td>
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<td>Partner is not serving low-income individuals</td>
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<td>Partner is compromising the safety of the food during storage or distribution</td>
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<td>Partner fails to pass site visit and/or follow-up visit</td>
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<td>Partner treats volunteers differently than other clients and/or provides volunteers with additional food</td>
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<td>Partner is selling or bartering items</td>
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<td>Partner fails to make payment on account after attempts have been made to resolve the situation</td>
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<td>Partner has suggested “donation” for food, requires clients to volunteer, and/or requires clients to participate in activities in order to receive food</td>
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<td>Requires clients to attend religious services, counseling or seminars</td>
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<td></td>
<td>Partner uses product for fundraisers or other unsanctioned activity</td>
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<td>Partner shares product with organizations not affiliated with HFB</td>
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<td>Partner fails to remain in compliance after corrective action has been taken</td>
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<td>Partner is rude or inappropriate with HFB staff</td>
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<td>Intentionally conceal or willfully misrepresent information to receive USDA food</td>
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</tbody>
</table>

🌿 Tip: Non-compliance issues will be examined on a case by case basis
**TERMINATION PROCESS**

The following shows the steps for the process of a partner’s account becoming terminated/inactivated.

<table>
<thead>
<tr>
<th>Step 1: Inactivation/Termination notification</th>
<th>The decision to terminate a partnership will be based on the Partner Services staff and the Partner Services Director. A letter is sent to the partner explaining the specific reasons for termination and the appeals procedure.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Step 2: Appeal</strong></td>
<td>A partner may appeal the decision to the Strategic Partnership Committee by submitting a letter requesting an appeal hearing within 10 working days of the date of the notice of termination. If a letter is not received during this time, an appeal hearing will not be held, and termination decision is final. The Strategic Partnership Committee will schedule a time to hear the appeal. The partner will be notified in writing of when to appear.</td>
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<tr>
<td><strong>Step 3: Board of Directors &amp; Partners Appeal</strong></td>
<td>A partner may appeal the decision by the Strategic Partnership Committee to appear before HFB’s Board of Directors and two partner representatives, selected by HFB. The appeal must be sent in writing and within 10 working days of the date of their Strategic Partnership Committee appeal meeting. HFB staff will notify the partner of the date of the appeal. All decisions made by the Board of Directors &amp; Partners is final. A letter stating will be sent to the appealing partner within seven working days of the decision.</td>
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</table>
GUIDANCE FOR RELIGIOUS ORGANIZATIONS
Partner agencies distributing USDA/TDA products are required to observe additional guidelines from the USDA ensuring religious activity is kept entirely separate from food distribution.
If a client declines to receive food from a distribution based off of the religious character of an organization the pantry must fill out a TEFAP and CSFP Beneficiary Referral Request. Please send your CPL the form and save it for your own files.

RESOLUTION OF CIVIL RIGHTS ISSUES
When a client makes a civil rights complaint against a partner, the complaint is filed with HFB and TDA. Once the complaint has been made, an investigation is opened, and the implicated partner will be contacted for input. Written documentation of the reported issue may be requested from the partner. Partner’s found in violation of civil rights policies will be advised with a corrective action plan. A verified report or discovery of a second issue will result in USDA and TDA Commodities being removed from the partner account for no less than six months. This removal may become permanent. The partner will receive written documentation of the removal and a copy of this documentation will be placed in the partner’s file.
After six months, the partner may make a request in writing to the Partner Services Department to have the federal and state-funded products reinstated. These requests will be decided on a case-by-case basis. Additional verified issues could result in the non-voluntary inactivation of the partner account.

CORRECTIVE ACTION PLANS
A corrective action plan documents the non-compliance and outlines steps that have been taken or will be taken to resolve issues. For some issues, the HFB will provide the partner with a standard corrective action plan that must be signed and submitted to HFB when completed.
For other issues, HFB may request a detailed corrective action plan from the offending partner. These plans must include:
• A statement of understanding that explains the issue and demonstrates the leadership of the partner understands the issue
• Detailed actions and projected completion dates
• Names and titles of partner representatives that will be responsible
• Explanation as to how these actions will prevent recurrence of the issue
• Attachments of training tools, documents or other related materials that were used or will be used as a part of the corrective action plan
MINIMUM ACCOUNT ACTIVITY
Partner accounts that are not used on a regular basis will become inactive. To keep an account active, the partner must order from the menu at least twice a year. HFB will notify partners in writing once the account is inactivated. If the account is inactivated due to lack of activity, the partner may reapply for partnership.

VOLUNTARY INACTIVATION OF ACCOUNT
At any time, a partner in good standing may voluntarily inactivate their account for a variety of reasons. Voluntarily inactivated accounts may be reactivated within six months without a need to reapply. Partners wishing to inactivate their account should have their main contact send an inactivation request in writing to their Community Partner Liaison. Any processes or guidelines that change in the time of inactivation must be adhered to once the partner reactivates their account.

- Ordering through AE3, Appointment Plus, Retail, and Red Barrel pick up will be suspended during this time
  o Retail and Red Barrel locations could be assigned to other partners; reestablishing the original relationship isn't guaranteed.

INvoluntary Inactivation of Account
Partner accounts that become involuntarily inactive due to lack of ordering (every 6 months for pantries, 2 times a month for mobile only sites) will become involuntarily inactive and need to reapply for HFB partnership.

- Ordering through AE3, Appointment Plus, Retail, and Red Barrel pick up will be suspended
  o Retail and Red Barrel locations will be assigned to another partners

Reactivation of Account
Voluntarily inactivated accounts will not be required to complete the full partnership approval process unless the time of the inactivation is longer than six months. All non-voluntarily inactivated accounts must complete the full partnership approval process and are not guaranteed partnership.

Before the account is reactivated, an HFB representative will need to inspect the facility where product will be stored, and partner representative will be required to attend a Partner Onboarding meeting at HFB. Also, the partner must not have any outstanding bills or debts with HFB. Other requirements may need to be completed depending on the situation. This will be determined on a case-by-case basis.
GRIEVANCE PROCESS
It is the Houston Food Bank intention to treat all partners and their representatives justly. The following outlines the process by which a partner can report a grievance and resolve issues with HFB.

| STEP 1: Written Notification to Senior Manager of Partner Services | • If a partner feels that it has been treated unfairly by HFB, the partner should notify the Senior Manager of Partner Service in writing immediately.  
• The Senior Manager of Partner Services will coordinate a resolution to the grievance.  
• A written report will be issued and will include details of the grievance and the actions taken to resolve the grievance.  
• The report will be signed by appropriate representatives of both HFB and the partner. |
| --- | --- |
| STEP 2: Meeting Request with the Director of Partner Services | • If the partner is not satisfied, the partner can request a meeting with the Director of Partner Services.  
• The meeting request should include details of the grievance and reasons for not accepting the written resolution.  
• A written report will be issued and will include details of the meeting and the actions taken to resolve the grievance.  
• The report will be signed by appropriate representatives of both the partner and HFB. |
| STEP 3: Appeals Process to the Chief Strategy Officer | If the first two steps do not resolve the issue, a partner can request input from the Senior Director of Partner Services.  
• The request should be sent to the Director of Partner Services within 30 days.  
• The Director of Partner Services will coordinate the process with Senior Director to determine how to come to a final resolution to the grievance.  
• A final report will be issued and will be signed by appropriate representatives of both the partner and HFB.  
• This decision is final, and the grievance process is complete. |
The Houston Food Bank’s website is a source for both the public and our partners to act as an information tool regarding HFB’s hunger-relief mission. The Partner Resources section of the website is continually growing and developing to meet the needs of our network. Currently, the following resources are available on houstonfoodbank.org under Partner Resources:

- Monthly Report Information
- Ordering
  - Agency Express
  - Appointment Plus
- Food Safety and Civil Rights Training Materials
- Hunger Facts, Hunger-Related News, Downloadable Information
- Link2Feed Information

For up to date TDA forms please visit their website.
How to build capacity

Community capacity building is defined as the “process of developing and strengthening the skills, instincts, abilities, processes, and resources that organizations and communities need to survive, adapt, and thrive in the fast-changing world.” Partners can build their capacity by making changes to social services offered, hours of operation, or their distribution model.

OFFER SNAP, MEDICAID, CHILDREN’S MEDICAID

Houston Food Bank’s Client Assistance Program (CAP) is focused on raising awareness in the service area of available social services and provides application and technical assistance for state-funded social and health services. Please visit CAP’s page on HFB’s website for more information.

EXPAND HOURS OF OPERATION

Expanded hours of operation help assist your working clients. Many working clients find themselves in need of food assistance but must go without help due to work constraints. Adapting the following can make a big difference in your working client’s lives:

- Be open evening hours or weekends
- Offer serving hours when surrounding partners are not open

Distribution on Sundays, unless given special permission, is prohibited
GO CLIENT CHOICE
The client choice food pantry model allows people to seek food assistance by choosing the products they’d like to receive for themselves. Many HFB partners have made the switch to client choice and find positive outcomes. They order less, they get to know their client’s needs better, their volunteers feel better about volunteering their time, and their clients feel more empowered and uplifted.

Clients choose the pantry items they need to tailor to the best possible fit to their own situation.

Why switch?

- Saves money
- Saves time - staff can focus on other needs
- Clients feel empowered
- Reduces food waste

“I love client choice because I get to walk around, and pick out what I want.”

“I’m more likely to give food away from other pantries because they give a lot of food I don’t need. I don’t want to have a whole bunch of food in my refrigerator I don’t need.”

West Houston Assistance Ministries Client

“In an average week 20% of our clients do not take all the items on the list. We are saving about $500 to $700.00 a month.”

Rose Castillo
Waller Area Restoration Ministries

Please check out the Client Choice Handbook for ideas on how your pantry can convert to client choice.
CAPACITY GRANTS
HFB offers Capacity Grants to strategically invest in our partners across the network.

- Proposals will be accepted through the online form twice a year. All proposals are due August 31st and January 31st.
- The Capacity Team will take the following month to review and follow up with submissions.
- All partners will be notified by the end of September and February.
- Partners are eligible to request up to $15,000 in funds per Houston Food Bank fiscal year (July-June).
- All partners must be in good financial standing and program compliance with the Houston Food Bank.
- If a partner is not awarded in the current cycle, they will have the option to submit again for the following cycle of proposals.
- New proposals can be submitted online November 1-January 31 and April 1-August 31st.
- Partners who receive a capacity grant will be expected to become a client choice pantry, use a web-based intake platform, and remove any zip code restrictions on food distribution.

Eligible capacity requests

- Equipment (cooler, freezer, shelving, produce display, shopping carts etc.)
- Technology (Tablets for Link2Feed intake)
- Client Experience Development (signage, comfortable seating, aesthetic displays, etc)
- Distribution Expansion—one-time cost associated with expanding or improving distribution efforts
- Land purchase and construction of new facilities
- Capital campaigns

INELIGIBLE CAPACITY REQUESTS

- Staff Time
- Rent
- Utilities, or any bills associated with operating costs

The Capacity Grants awarded are capital grants. Capital grants are finite with time limited grant objectives. They are a part of a phased capital campaign, and partners should not rely on them to fund all your capital needs.
OFFER PROGRAMS
Visit HFB’s website and click on Our Programs to see other opportunities for services you can provide your clients.

ADDITIONAL SITES
Partners interested in adding separate sites are encouraged to do so. Additional sites are not required to complete a new application but are required to provide their Community Partner Liaison with the same required documents as their original site. They will be subject to a separate annual fee for their added location. In addition, the partner must pay their current balance to HFB prior to the new location being processed.
The following forms can be found on HFB’s [website](http://www.houstonfoodbank.org) and TDA’s [website](http://www.texasfoodbank.org).

**SPONSORSHIP FORM FOR MOBILES**

This form is to be used when a partner is sponsoring another organization’s mobile distribution. All mobile guidelines apply to sponsored distributions with additional guidelines concerning sponsorship. The Sponsorship Form must be submitted to your Community Partner Liaison at least 90 days prior to the intended distribution.

- **Saturday distributions book very far in advance. If you’re planning to sponsor a mobile on a Saturday, please turn in your sponsorship form at least 120 days before the event.**

**PANTRY BILL OF RIGHTS**

Please display this sign in your partner location (English and Spanish provided) for your clients to view. This form is intended to notify your clients to what is considered unacceptable behavior and support the partner if client is asked to leave your distribution.

**CLIENT BILL OF RIGHTS**

Please display the Client Bill of Rights (English and Spanish provided) for your clients to view. This form is intended to show your clients what is considered unacceptable behavior from the partner and allows full transparency if a client has a compliant about a partner.

**TEFAP PARTICIPANT AGREEMENT RIGHTS AND RESPONSIBILITIES**

Hard copies of this form need to be provided to your clients once a year.
TEFAP WRITTEN NOTICE OF BENEFICIARY RIGHTS
Please display the TEFAP Written Notice of Beneficiary Rights next to your Civil Rights Poster (And Justice for All). Please fill it out accordingly:

Name of Organization: (Your Organization’s Name)
Name of TEFAP Staff Contact: Nicole Browning
Phone Number: 832-369-9218
Email: nbrowning@houstonfoodbank.org

ANNUAL INVENTORY OF TDA
This document is due in June of every year. Please list the inventory of TDA products you have in stock when you fill out this list. It is not intended for the entire years’ worth of product the partner has received.

TEFAP AND CSFP REFERRAL REQUEST
If a TEFAP or CSFP client objects to the religious character of an organization that provides services under the program, that organization must take reasonable efforts to identify and refer the client to an alternate provider, if available, to which the beneficiary has no objection. This form must be kept in your records for three years.

TEMPERATURE LOG
Please use this temperature log to track your refrigeration and freezer’s efficiency. Keeping accurate records of that information is vital for a food safe pantry.
NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture  
   Office of the Assistant Secretary for Civil Rights  
   1400 Independence Avenue, SW  
   Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.
PARTNER NAME:

PARTNER NUMBER:

COMMUNITY PARTNER LIAISON
Name:
Email:
Phone:

AGENCY EXPRESS LOGIN
User Name:
Password:
Program Code:

APPOINTMENT PLUS LOGIN
User Name:
Password:

ORDER SUPPORT LINE
Phone Number: 346-231-7218