



Feeding Hope
Across
Alabama

PAPERWORK TO CHANGE THE DIRECTOR OF AN AGENCY OF THE MONTGOMERY AREA FOOD BANK

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Montgomery, AL 36108

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Points to remember:

1. Complete and return all forms contained in this packet. Also, be sure that your **agency's new Director * or Pastor^** signs all appropriate forms.
2. Please fill out all places where you see ☀
3. Even if the **Director* or Pastor^** will not be administering the program directly, he or she will be **ultimately responsible** for the food acquired from the Montgomery Area Food Bank for the program. **The same signature should be on ALL forms.**
4. The **Director* or Pastor^** is the only person that can sign to add approved shoppers to your list of shoppers. We have a form available if you need to add a shopper.
5. Once you complete filling the forms out you can hand deliver, mail, or FAX to the address or FAX number above.
6. If you have any questions about filling these papers out please call or e-mail Vicky at the above number and address.

KEY

- * Director of 501 (c) (3)
^ Pastor of the church

Member of



The Montgomery Area Food Bank is an
equal opportunity employer and provider.

Note: In accordance with Federal law and U.S. Department of Agriculture policy, institutions are prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint, write USDA, Director, Office of Civil Rights, 1400 Independence Ave., SW, Washington DC 20250-9410, or call 800-795-3272 (voice) or 202-720-6382 (TTY). USDA is an equal opportunity provider.



Montgomery Area Food Bank (MAFB) Agency Information Sheet

Agency Name: _____

Mailing address: _____ Physical address: _____ Agency Phone: _____

Alternate Phone: _____

Fax: _____

Email: _____

Cell Phone: _____

Contact Person/Program Director Information
(Address & Phone#):

Ex. Director OR Pastor:

Approved Shoppers

(Persons authorized to shop, place orders, or pick up food)

County Agency Located:

FOOD PROGRAM INFORMATION

What per cent of your food requirements do you believe MAFB will furnish? _____

Type of Program (please check applicable box(es): On Site Food Box/Sack Both *Other

(Definition: On site: food is prepared; Food Box/Sack: food is not prepared)

*If "Other", briefly describe (such as "Christmas", "Thanksgiving" or Special Camps): _____

Of the following groups, estimate what percentage of each age group you plan to serve: Birth to 17 _____

_____ 18-60 _____ 61-up

ON-SITE FEEDING PROGRAMS

(Preparing and feeding ON-SITE. Includes Snack Programs if they are on site.)

How often do you plan to provide prepared meals on site during a month? _____

OR How often do you plan to provide snacks on site per month? _____

Day and hours of operation for on site feeding? _____ **OR** As needed _____

OR Holiday meals only _____

Approximately how many people do you plan to serve? _____ **OR** _____

(Number of individuals)

(No. of Families)

PANTRY PROGRAMS

(Bags or Boxes of food for clients to take home & prepare)

How often do you plan to provide bags or boxes during a month? _____

Day and hours of operation for pantry program? _____ **OR** As needed _____

OR Holiday bags or boxes only _____

Approximately how many people do you plan to serve? _____ **OR** _____

(Number of individuals)

(No. of Families)

Can we publish your agency's number on a referral list for those needing food assistance? Yes No

If yes, please fill out the "Referral List Information Sheet" enclosed and return with your completed application.

Signature of the Agency Ex. Director/Pastor: _____ **Date:** _____

Criteria for Participation in the Montgomery Area Food Bank

☀ Name of Agency: _____

☀ Mailing Address: _____

This agency, whose name appears above, agrees to, and will comply, with the following criteria for participation as an agency of the Montgomery Area Food Bank (hereafter called MAFB):

1. Must have a 501(c)(3) exempt status with the Internal Revenue Service or be an established church.
2. Must serve the ill, needy and infants without regard to race, color, national origin, creed, age, sex, or handicap.
3. Must serve food directly to its clients in the form of meals or distribute packaged food for emergency situations.
4. Must not sell, transfer, barter or offer for sale the items supplied by MAFB in exchange for money, property, or services or otherwise allow the items to reenter commercial channels.
5. Must not solicit contributions from food recipients nor charge recipients a membership fee.
6. Must not require food recipients to attend worship services, classes, etc., as a condition for receiving MAFB food.
7. Must not use MAFB food as refreshments for business meetings, fund raising or other functions.
8. Must provide transportation to pick up food at the MAFB warehouse.
9. Must have adequate refrigeration and clean, secure, off-the-floor storage space to insure the integrity of the food until used and/or redistributed.
10. Must be agreeable to monitoring by a panel of community persons and/or MAFB personnel.
11. Must agree to maintain a record keeping system of accountability, including client distribution records and a three-year file of all MAFB receipts, which must be cosigned and dated.
12. Must immediately report to the police any loss of food by theft and submit a copy of that report to MAFB. Any loss by fire or other mishap must also be reported to MAFB.
13. Must be agreeable to supporting the operation of MAFB with a shared maintenance contribution (SMC) for the food received, payable upon receipt or, by pre-approved credit.
14. The agency recognizes and agrees that its participation in the food bank program is a privilege granted to it at the discretion of the MAFB, and the MAFB reserves the right to terminate the agency's participation at any time without notice and with or without cause.
15. Violation of any of these criteria will result in the MAFB utilizing the Probation/Suspension Policy, which is attached hereto.



Signature of Ex. Director or Pastor



Date

Montgomery Area Food Bank Probation and Suspension Policy

Introduction

Member agencies participate in the Food Bank Program as a privilege granted at the discretion of the Montgomery Area Food Bank (hereafter referred to as MAFB). Prior to membership, the MAFB shall conduct an onsite visit of each agency as part of the approval process. When the agency's application for membership has been approved, the MAFB shall conduct periodic monitoring visits of the member agency to insure compliance with the Criteria for Participation in the Montgomery Area Food Bank (hereinafter referred to as the Criteria). These visits will occur once during the first year and once every two years thereafter, although the MAFB has the right to monitor each member agency at any time and without notice.

Probation

If MAFB is made to believe that a member agency has failed to comply with the Criteria, the agency may be placed on probation for a period of three (3) months. The decision to place a member agency on probation shall rest with the Executive Director of the MAFB or its Board of Directors. In the event probation is imposed, the MAFB will serve upon the member agency written notice of the probationary status and an explanation of the causes and effects of the action. The member agency may contest the imposition of probation by submitting its reasons in writing to the MAFB's Board of Directors. The Board of Directors will consider the member agency's submission at its next regularly scheduled Board Meeting.

The purpose for probation is to alert a member agency of possible non-compliance and provide it an opportunity to bring its program into compliance. Food Bank staff will decide what, if any, restrictions will be placed on the agencies during the probationary period. At the end of the probationary period, the Executive Director shall review the member agency's situation and shall decide to (1) terminate probation, (2) extend the probationary period, or (3) proceed with suspension.

Suspension

The MAFB may suspend a member agency from further participation in the Food Bank Program if (1) a member agency has completed a probationary period and has failed to satisfy the MAFB that its program is in compliance, (2) the MAFB is made to believe that the member agency has exchanged donated food or other MAFB products for money, property or services or for using donated food for private use, or (3) the MAFB concludes that it is in the best interest of the Food Bank Program that the member agency is suspended. The authority to suspend a member agency rests with the Executive Director of the MAFB or its Board of Directors. Immediately upon suspension, a member agency shall not participate in the Food Bank Program and forfeits all privileges it may have with the MAFB. An agency may contest the imposition of suspension by submitting in writing its reasons therefore to the Board of Directors of the MAFB. The Board of Directors will consider the agency's submission at its next regularly scheduled meeting.

Acknowledgement

This is to acknowledge that I have read, understand and agree to the above Probation and Suspension Policy for the Montgomery Area Food Bank.



Name of Member Agency



Ex. Dir. or Pastor's Signature



Date

Release

Whereas, the Montgomery Area Food Bank (hereinafter referred to as MAFB) has offered to provide and supply certain food, foodstuffs and related items, as available, to:



Agency

(hereinafter referred to as Donee), a 501(c)(3) charity or established church, and

Whereas, Donee has warranted to the MAFB that all items received will be duly inspected by a qualified member of its staff and found fit for human consumption, or they will not be accepted.

Therefore, Donee hereby warrants, represents and guarantees as follows:

1. That it has been awarded status of a 501(c)(3) charity or is, in fact, an established church.
2. That the MAFB and primary donor have specifically disclaimed any warranties or representations, expressed or implied, as to the purity or fitness for consumption of any or all such donated items.
3. That all items accepted are accepted in AS IS condition.
4. That Donee agrees to inspect the food as soon after receipt as is practicable and to determine whether the food is fit for human consumption. If not, the Donee will immediately discard any unfit food and advise the MAFB. The Donee is not responsible for hidden, unobservable defects that are defects which a prudent inspection would not disclose.
5. That Donee agrees to store all acceptable food in the manner as is appropriate given the nature of the various food products.
6. That Donee agrees to immediately destroy and/or discard any food upon notice that such food may not be fit for human consumption.
7. That Donee will serve the products as soon as possible to provide maximum palatability and freshness.
8. That Donee agrees to comply with all laws and ordinances concerning the storage, preparation and distribution of food.
9. That Donee hereby warrants and guarantees to the MAFB and to the primary donor that it will hold them harmless from any and all liabilities, claims, losses, causes of action, suits of law or inequity or any obligation whatsoever arising out of, or attributed to, any action by Donee in connection with its storage and/or use of the items supplied to it by MAFB.
10. That Donee agrees to notify the MAFB whenever it receives notice of any claim of liability with respect to the food.
11. That Donee will use the items only in a use related to its exempt purpose and solely for the feeding of the ill, the needy or infants.
12. That Donee will neither offer for sale, sell, transfer nor barter the items supplied by the MAFB in exchange for money, other properties or services.
13. Any restriction placed on the use or distribution of the donor, such as restriction of food to use in meals prepared on the premises of the Donee organization, will be strictly adhered to.

The undersigned hereby warrants that he/she is a legally warranted and authorized agent of the Donee, and by his/her legal signature does hereby bind it to the terms, conditions and limitations of this document of release.



Agency (Donee)



Date



Signature of Ex. Director or Pastor

Approval of Governing Body



(Name of Agency)

wishes to participate as a member of the Montgomery Area Food Bank. We are not affiliated with any other food bank, and will not be in the future.



(Ex. Director or Pastor's Signature)

(Date)



(Chairman/President of Governing Body)

(Date)

USDA COMMODITY AGREEMENT

Between a Recipient Agency and the Montgomery Area Food Bank

Name of Recipient Agency: _____

Street Address: _____ Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: (____) _____ Fax: (____) _____ E-Mail Address: _____

Area to be served (city, county, etc.): _____ Number of households expected to serve: _____

This agency is (check appropriate box) Public Private non-profit. If private non-profit, documentation of IRS Tax Exempt Status (501) (c) (3) must accompany this Agreement.

Local health department approval is is not required for operation of the food distribution site(s).

The agency does does not have such approval.

The Montgomery Area Food Bank (hereinafter referred to as the MAFB) and the **Recipient Agency (hereinafter referred to as the RA)**, whose name and address appear above, enter into this Agreement for the purpose of implementing the Hunger Prevention Act (Public Law 100-435). In addition, the MAFB and the RA execute this Agreement (hereinafter referred to as the RA Contract) in contemplation of, and as a result of, the written agreement now in effect between the MAFB and the State Department of Education concerning the Temporary Emergency Food Assistance Program (hereinafter referred to as the State Contract). The parties intend that the RA Contract remain in effect for as long as the MAFB operates under the State Contract or any successive agreement of substantially identical terms between the MAFB and the State Department of Education, unless the RA Contract is otherwise terminated in accordance with the terms set forth herein. The MAFB agrees to distribute to eligible RAs in accordance with the regulations set forth by the USDA, 7 CRF, Department of Agriculture (USDA) and the Alabama Department of Education. The MAFB agrees to provide clean, sanitary and secure warehouse space for temporary storage of the USDA commodities. The RA agrees to pay a shared maintenance fee to help defray the MAFB's cost of operation.

The RA agrees to comply with all provisions of the Agreement, Regulations and Amendments thereto, and any instructions, policies or procedures issued in connection therewith. Specifically, the RA agrees to conform to the following requirements.

1. Accept only the amounts of commodities that can be used without waste.
2. Provide adequate facilities for the handling, storage and distribution of commodities and properly safeguard the commodities against theft, spoilage or other loss. Donated foods shall not be sold, exchanged or otherwise disposed of without the approval of the MAFB.
3. Not charge any individual for foods distributed.
4. Maintain accurate and complete records to document the receipt, disposal and inventory of commodities as instructed by the MAFB.
 - A. For food box programs, each site must maintain a record of: (1) the names and addresses of all persons or households receiving USDA foods (2) the type of documentation used to determine need (see Attachment A) (3) the date food was given (4) household size (5) signature of person who receives food, and (6) social security number of person receiving food. This same information is required for all MAFB items distributed in food boxes—USDA items included. Attachment B should be used to record all food box food distributed.
 - B. For on-site feeding programs, USDA items used in prepared meals, as well as the number of people served, must be clearly noted on the menu (Attachment C).
5. Retain all records for a period of three (3) years from the end of the Federal fiscal year (October 1—September 30) to which they pertain or, if applicable, until any audit exception is resolved.
6. Permit representatives of the Alabama Department of Education or USDA or MAFB to inspect donated foods in storage or the facilities used in handling or storage of such donated foods, and to review or audit all records, including financial records, at any reasonable time.
7. Submit all reports required by the MAFB. Failure to file timely reports may be basis for cancellation of this Agreement.
8. Report promptly all instances of lost commodities to the MAFB. Lost commodities are those which, for any reason, cannot be demonstrated by appropriate records or other satisfactory evidence to have been delivered to, or to be available in good condition for delivery, to needy persons or households for whom they were donated by USDA. Commodities may be lost through theft, damage, spoilage, infestation, improper distribution, sale or exchange, diversion to an improper use or other similar causes.
9. Distribute foods only to household whose eligibility is determined in accordance with the Eligibility Criteria as outlined in Attachment A.
10. The RA will give priority to the homeless.

11. The RA agrees to provide such information as may be requested and to cooperate to the extent necessary to sustain an effective food distribution program.
12. The RA agrees to operate its donated food program in compliance with all applicable State and Federal laws and all rules and regulations and policies established by the USDA, MAFB and the Alabama Department of Education.
13. The RA accepts full responsibility for compliance with the provisions of this Agreement, including potential liability for any commodities lost through negligence or improper distribution.
14. The MAFB may distribute food to needy households at its site(s) or the MAFB may distribute through other organizations called Subsidiary Distribution Outlets (SDO) which, in turn, distribute to needy households through its own site(s). A copy of the Agreement between the MAFB and the RA must be on file at the MAFB.
15. Attachments A, B and C shall become a part of this Agreement.
16. Civil Rights Assurance: The MAFB or, where applicable, RA hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (PL88-352), Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (PL 93-112), Age Discrimination Act of 1975 (PL 94-135) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR, Part 15), Department of Justice (28 CFR, Parts 42 and 50) and FNS directives or regulations issued pursuant to the Act and the regulations, to the effect that no person in the United States shall, on the ground of race, color, national original, age, sex or handicap, be excluded from participation in, or be denied the benefit of, or be otherwise subject to discrimination under any program or activity for which the program applicant received Federal financial assistance from the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of, and for the purpose of, obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such a sale, lease or furnishing or services to the recipient, or any improvement made with Federal financial assistance extended to the program applicant by the Department.

This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food and cash assistance for purchase or rental food service equipment or any other financial assistance extends in reliance on the representations and agreement made in this assurance.

By accepting this assurance, the MAFB or, where applicable, RA agrees to compile data, maintain records and submit reports as required to permit effective enforcement of Title VI, and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the USDA, Food and Nutrition, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the MAFB or, where applicable, RA, its successors, transferees and assignees as long as it receives assistance from the Department. The person(s) whose signature(s) appear below is/are authorized to sign this assurance on the behalf of the program applicant.

17. Effective Period of Agreement: The RA Contract shall take effect immediately upon execution by all parties hereto and shall remain in effect as long as the MAFB operates under the State Contract or any successive agreement of substantially identical terms between the MAFB and the State Department of Education unless the RA Contract is otherwise terminated as provided herein. The RA Contract may be terminated upon 30-days written notice on the part of either party hereto. The MAFB may terminate the RA Contract upon receipt of evidence that the terms and conditions of the Agreement have not been complied with by the RA.

Upon any termination, the RA agrees to comply with the instruction of the MAFB in regard to transfer of all donated commodities remaining in the possession or control of the RA.

RECIPIENT AGENCY (RA)

MONTGOMERY AREA FOOD BANK (MAFB)



(Signature)

E. Parke Hinman, III, Executive Director



(Title)

(Date)



(Date)

Attachments to Agreement: Attachment A: Eligibility Criteria Sheet; Attachment B: Eligibility Criteria Form; Attachment C: Menu