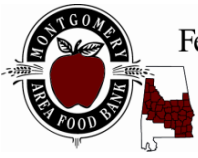


PAPERWORK TO UPDATE

THE EXECUTIVE DIRECTOR
OF AN ESTABLISHED
501(C)(3)

WITH THE MONTGOMERY
AREA FOOD BANK

ONLY!!!!



Feeding Hope
Across
Alabama

THE EXECUTIVE DIRECTOR OF A 501(c)(3)
AGENCY
OF THE MONTGOMERY
AREA FOOD BANK

521 Trade Center Street
Montgomery, AL 36108

Phone: 334-263-3784

FAX: 334-262-6854

Vicky Manley
Agency Relations Coordinator/IT Support
vickymanley@montgomeryareafoodbank.org

Points to remember:

1. Complete and return all forms contained in this packet. Also, be sure that your **agency's new Executive Director of established 501(c)(3)** signs all appropriate forms.
2. Please fill out all places where you see ⚙
3. Even if the **Executive Director of established 501(c)(3)** 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 **Executive Director of the established 501(c)(3) Agency** 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.

Member of



USDA, Feeding America, and MAFB are equal opportunity providers, employers, and lenders



Feeding Hope
Across
Alabama

Montgomery Area Food Bank (MAFB)

General Information for 501(c)(3)

Name of Agency: _____

Mailing Address: _____

Physical Address: _____
(if different from mailing address)

Agency Phone: _____ FAX _____

County: _____

Director of Agency ***(501(c)(3) agencies only, director must sign ALL paperwork even if he or she does not run the program)***:
Name: _____ Phone: _____ Cell Phone: _____

Does your agency function as part of a larger "umbrella" organization? Yes No
If yes, print name of organization _____

Contact for the program *(This will be the **person responsible for running the program** and keeping up the records)*:
Name: _____ Phone: _____ Cell Phone: _____

Agency e-mail address: _____
(Note: It is mandatory to give an e-mail address. All information from the Food Bank is sent via e-mail. This needs to be an e-mail address that will be checked on a daily basis.)

Approved Shoppers (the people listed below are authorized to shop, place orders, or pick up food at the Food Bank)

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

Name of person filling out this application _____

Food Program Information

When did your food program begin? _____
*(Note: If your **organization or church** has been in existence **less than one year** you will need to apply after the one year mark)*

How is your program funded? _____

Does your agency submit an I-990? Yes No Is your agency audited annually? Yes No

Do you at any time ask those you serve for a donation? Yes No
If yes, please explain _____

The product you receive from the Food Bank will be used in (check all that apply):

- (A) Emergency food package program (providing food to those in need of one-time or short term food assistance)
- (B) Supplemental food package program (providing food on more of a regular basis to help supplement what a household already has)
- (C) Residential Program (cooking and serving meals to registered clientele)
- (D) Soup Kitchens (cooking and serving meals to walk-in clients on a regular or occasional basis)
- (E) Meals on Wheels Program (cook prepared meals and deliver to clients)
- (F) Other - Christmas, Thanksgiving, Special Camps

Depending on what fields you checked, please complete the following:

(A) Emergency food package program

1. Approximately how many **households per month** are you now serving? _____
2. Do you accept walk-ins? Yes No Referrals? Yes No
3. Do you require people to attend church services or work in exchange for food? Yes No

(B) Supplemental food package program

1. What **days** and **hours** are you open to help people?*
- | | |
|-----------------|----------------|
| Monday _____ | Tuesday _____ |
| Wednesday _____ | Thursday _____ |
| Friday _____ | Saturday _____ |
| Sunday _____ | |

*If your distribution changes please remember to call MAFB so we can update your account.

2. Approximately how many households per month are you now serving? _____
3. How many refrigerators do you have? _____ How many freezers do you have? _____
4. Present sources of food (give an estimate of %): _____ % donated _____ % purchased

(C) Residential Program

1. How many individuals in your program? _____
2. What meals do you serve? (Check all that apply) ___ Breakfast ___ Lunch ___ Dinner ___ Snacks
3. What days do your serve meals? ___ Mon ___ Tue ___ Wed ___ Thurs ___ Fri ___ Sat ___ Sun
4. Do you charge for meals? Yes No

(D) Soup Kitchens

1. How many individuals are served per meal? _____
2. What meals do you serve? Breakfast ___ Lunch ___ Dinner ___ Snacks _____
3. What days do your serve meals? ___ Mon ___ Tue ___ Wed ___ Thurs ___ Fri ___ Sat ___ Sun _____
4. Do you charge for meals? Yes No

(E) Meals on Wheels Program

1. How many individuals do you serve? _____
2. How often do you provide meals? _____
3. What days do your serve or deliver your meals? ___ Mon ___ Tue ___ Wed ___ Thurs ___ Fri ___ Sat ___ Sun
4. Do you charge for meals? Yes No

(F) Other - Christmas, Thanksgiving, Special Camps

1. What holiday do you distribute food? _____
2. Approximately how many households to you help during your holiday distribution? _____

The Food Bank needs referral agencies who are willing to accept and assist clients who contact the MAFB offices for help. Do you agree to be a referral agency? (See "Referral List Information Sheet and complete along with your application)

☀ Signature of Executive Director of 501(c)(3) _____ Date _____

AGENCY AGREEMENT

Criteria for Participation in the Montgomery Area Food Bank

☀ **Agency Name:** _____
(501(c)(3) Non Profit)

☀ **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. Agencies will not engage in discrimination in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
3. Must have a local presence with a physical location. This location CANNOT be a personal residence.
4. Must serve food directly to its clients in the form of meals or distribute packaged food for emergency situations.
5. 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.
6. Agencies may only distribute donated products directly to their clients.
7. Agencies may not distribute donated products to other food bank member agencies, non-food bank member agencies, organizations or business entities.
8. Must not distribute donated products outside the United States and Puerto Rico.
9. Must not solicit contributions from food recipients nor charge recipients a membership fee.
10. Must not require food recipients to attend worship services, classes, etc., as a condition for receiving MAFB food.
11. Must not use MAFB food as refreshments for business meetings, fund raising or other functions.
12. Must provide transportation to pick up food at the MAFB warehouse.
13. Must have adequate refrigeration and clean, secure, off-the-floor storage space to insure the integrity of the food until used and/or redistributed.
14. Must be agreeable to monitoring by a panel of community persons and/or MAFB personnel.
15. 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.
16. 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.
17. Must be agreeable to supporting the operation of MAFB with a shared handling fee (SHF) for the food received, payable upon receipt or by pre-approved credit.
18. Must agree to VERBALLY notify MAFB of any shopping appointment that cannot be fulfilled at least one full business day BEFORE the appointment. If not properly cancelled, it is understood that there will be a \$25 fee that must be paid before being allowed to shop again.
19. 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.
20. Must in accordance with Federal law and U.S. Department of Agriculture policy, prohibit from discriminating on the basis of race, color, national origin, sex, age, or disability.
21. Violation of any of these criteria will result in the MAFB utilizing the Probation/Suspension Policy, which is attached hereto.

☀ **Signature of 501 (c) (3) Executive Director**

☀ **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 (501(c)(3) non-profit)



Signature of 501(c)(3) Executive Director



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 (501(c)(3))
(hereinafter referred to as Donee), a 501(c)(3) charity, 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, Feeding America, 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, Feeding America, 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 501(c)(3) organization)



Date



Signature of Executive Director of 501(c)(3)

Approval of Governing Body



(Name of 501(c)(3)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.



(Signature of Executive Director of 501(c)(3))

(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: _____ 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 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. 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 Partner Distribution Organizations (PDO) 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: **USDA Non-Discrimination 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, creed, national origin, class origin, nationality, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, physical or mental disability, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, or any other characteristic protected by law, in any program or activity conducted or funded by USDA (not all bases apply to all programs), MAFB, and Feeding America. Remedies and complaint filing deadlines vary by program or incident.

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 responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at 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.

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 of 501 (c) (3) Director* OR Pastor of Church^

☼ _____
Richard A. Deem, CEO

☼ _____
(Title)

☼ _____
(Date)

☼ _____
(Date)

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



Feeding Hope
Across
Alabama

Montgomery Area Food Bank Eligibility Criteria Form (Attachment A to Agreement)



Please Note to Food Recipients:

- **YOU ARE NOT REQUIRED TO PAY ANY FEE OR DONATION.**
- **DO NOT PROVIDE ANY PART OF YOUR SOCIAL SECURITY NUMBER.**

Directions: Make copies of this form. Use ONE form for each head of household. Keep completed forms in a notebook in alphabetical order. Each time the client returns, you only need to complete the Listing form, which contains the date, pounds and signature for that visit. These two forms are to be kept together.

Name (Last, First, Middle)		
Address (NO PO Boxes)		
City, State, Zip		
Phone Number		No. in Family _____

HOW MANY OF EACH AGE GROUP IS IN THIS HOUSEHOLD?

0-12 ___ 13-18 ___ 19-29 ___ 30-39 ___ 40-49 ___ 50-59 ___ 60-69 ___ 70 and above ___

ELIGIBILITY DETERMINATION
(please check one or more boxes below to determine eligibility)

- My household receives food stamps.
- My household receives aid to families with dependent children.
- My household receives supplemental security income (SSI).
- My household income is at or below the poverty level (as indicated by the chart below).

- My household has special circumstances (example: fire, flood, injury)
Please explain special circumstances:

If you checked the box above "Income at or below the poverty level. . . ." use the following table.
This table is effective as of July 1, 2017 to June 30, 2018

Household Size	Per Year	Per Month	Per Week
1	\$15,678	\$1,307	\$302
2	\$21,112	\$1,760	\$406
3	\$26,546	\$2,213	\$511
4	\$31,980	\$2,665	\$615
5	\$37,414	\$3,118	\$720
6	\$42,848	\$3,571	\$824
7	\$48,282	\$4,024	\$929
8	\$53,716	\$4,477	\$1,033
For each additional Family Member, Add	+5,434	+453	+105

I certify that my yearly gross household income is at or below the income listed on this form for households with the same number of people as my household, OR that my household participates in the program that I have checked on this form. To receive USDA product, I also certify that, as of today, my household lives in the area served by the Alabama Emergency Food Assistance Program. Program officials may verify what I have certified to be true. I understand that making a false certification may result in having to pay the State for the value of USDA commodities improperly issued to me and may subject me to criminal prosecution under State and Federal law.

Signature of Participant

Date

Sample Menu

(Attachment C to Agreement)

Please designate which foods are USDA Commodities, which are other Food Bank foods, if food from other sources has been used.

Day & Date: _____

Initials: _____

Breakfast (Number of People Served)	Food Prepared
Snacks (Number of People Served)	Food Prepared
Lunch (Number of People Served)	Food Prepared
Snacks (Number of People Served)	Food Prepared
Supper (Number of People Served)	Food Prepared
Snacks (Number of People Served)	Food Prepared
Other Items Used (Number of People Served)	Food Prepared