

AGENCY ELIGIBILITY

The Food Bank of the Albemarle, a Feeding America member, shall ensure eligibility for partnership only for organizations that are legitimately serving eligible persons as defined by federal, state and/or Board policy.

A. APPLICATION FOR ELIGIBILITY

1. Organizations must submit an application on the appropriate forms provided by the Food Bank and attach additional information as requested, including a current financial statement and a list of Board members (or the group governing authority for your program) and evidence that records are maintained on food distribution and people served.
2. Agencies must provide proof of tax-exempt status either by submitting a copy of the IRS letter of determination stating that the organization is tax exempt under section 501(c) (3), with a current advance ruling period date, or by submitting an appropriate document stating that the program is sponsored by an incorporated church or other organization as defined in the provisions of Section 501(c) (3).
3. Agencies that are sponsored under a parent organization's 501(c) (3) must adhere to the following:
 - The Board or Chief Executive Officer of the 501 (c) (3) parent organization's must confirm the designation in writing acknowledging the responsibility to enforce all provisions of its agreement with the Food Bank for the agency.
 - The 501(c) (3) agency must be programmatically, fiscally and legally responsible for the donated product handling/distribution activities of the agency.
 - Funds to pay shared contribution must come from the 501(c) (3) parent organization, not from the agency, and all money received and disbursed in connection with the donated product handling/distribution activity will go through the fiscal books of the 501(c) (3) parent organization.
4. Organizations must submit a statement of nondiscrimination in their provision of services and a statement that food will be used only for the needy.
5. Organizations must submit two (2) signed copies of the participation agreement indicating their willingness to comply with policies and all procedural requirements of the Food Bank. Once an Initial Inspection has been performed and your agency passes the inspection and has been approved we will send the (2) copies of the Organization Participation Agreement to be signed by the Program Director and one copy is to be returned to the Food Bank.
6. Geographic location and area to be served must be identified and will be reviewed in order to avoid duplication of services with Food Bank resources.

7. Agencies must register an email address through MAILCHIMP which will allow them to receive their agency newsletter, and email alerts and updates from the Food Bank of the Albemarle.

B. REVIEW OF APPLICATIONS

1. On-site visits of program operations by authorized Food Bank representatives shall be permitted by applicant agencies prior to consideration of eligibility.
2. All applications and information gathered at the on-site visits will be reviewed by the Director of Operations.

E. CERTIFICATION OF ELIGIBILITY

1. Determination of eligibility will be made by the Board or its designee (committee and/or staff).
2. The organization will be notified in writing of its certification of eligibility and will minimally receive a copy of the participation agreement for its records and an authorization to be issued as an identification card to receive food items from the Food Bank.
3. Organizations not certified will receive notice in writing and if appropriate be provided an opportunity to reapply and/or submit additional information for consideration.

General eligibility requirements for Food Bank participation includes:

1. The applicant organization must be tax-exempt under Section 501(c) 3 of the Federal Internal Revenue Service statues or evidence of a relationship with an agency with this tax exemption or with a legally recognized church.
2. The applicant organization must provide feeding service(s) to the ill, the needy, and/or infants.
3. Agencies may not ask for contributions/donations from the clients they serve.
4. The applicant organization must be willing to pay an annual membership fee and a shared contribution of up to \$.19 cents per pound for product received with the exception of TEFAP, SNAP, and other items deemed no charge. It is a per pound fee for related costs, it is not charged based on the value of the food.
5. The applicant organization must be willing to pay a delivery fee of \$.03 cent per pound fee for product distributed through the rural delivery program.
6. Feeding America has approved a ceiling of \$.19 cents per pound; however, the Food Bank of the Albemarle reserves the right to set our Shared Contribution at or below that level. This fee is subject to change, at the discretion of the Food Bank.

Other specific requirements that must be met for Food Bank participation are as follows:

1. The applicant organization must serve at least 60% identifiable low-income individuals among its clients. (USDA income guidelines are available from the Food Bank).
2. The applicant organization cannot exclude people from its services based on race, creed, national origin, religious affiliation, sexual preference, sex, age or handicap.
3. The feeding service must be regularly scheduled. (Hours and days of the operation must be posted for the public).
4. The applicant organization must agree to the following:
 - a. Food Bank products **must not** be sold or bartered. Donations **cannot** be solicited from the needy recipients.
 - b. Trained personnel must be available to ensure proper handling of the Food Bank products. The Food Bank will offer Food Safety Training to agencies.
 - c. Policies & Procedures must be established by the agencies Board of Directors and staff to ensure that Food Bank food goes only to eligible recipients.

- d. An adequate record keeping system **must be** in place to record the use of Food Bank products and to track the number of persons served. Adequate storage facilities, including dry storage, refrigeration and/or freezer space, depending on the types of food distributed or served, **must** be present to ensure proper sanitation and security.
- e. Food **must** be stored at the agency, not at an individual residence or off-site.
- f. Program staff responsible for handling the food **must** attend orientation and at least one of the annual workshops hosted at the Food Bank.
- g. To only use the food acquired from the Food Bank for the program you are applying for.

The following materials should be returned with the completed application package:

1. A copy of your organization's IRS letter indicating tax exemption under the provisions of the 501(c)(3), or appropriate documentation showing the organization's attachment to an acceptable sponsoring organization and proof of that organization's tax-exempt status.
2. A membership list of the governing Board of Directors for the organization giving name, address, and telephone numbers of the members (see attached Criteria for Agency Boards).
3. A copy of the minutes from the Board meeting where the Food Bank application was discussed and approved.
4. A budget indicating funding sources and showing other programs sponsored by the organization.
5. Both Copies of the Participation Agreement, signed in the appropriate place (one copy will be returned for your records if your application is approved).
6. Specific directions to your location to help plan the on-site visit.
7. A statement outlining what participation with the Food Bank will mean to your program and your ability to serve those in need.
8. Organizations must submit a statement of non-discrimination in their provision of services along with a statement that food will be used only for the needy, ill and elderly.

If you have any questions about any of these requirements, please call our office, Monday thru Friday, 8:00 a.m. - 4:30 p.m. at (252) 335-4035 and ask for the Agency Relations Department.

APPLICATION FOR MEMBERSHIP

With the
FOOD BANK OF THE ALBEMARLE
P.O. BOX 1704
109 TIDEWATER WAY
ELIZABETH CITY, NC 27906-1704
TELEPHONE (252) 335-4035 FAX (252) 335-4797
Website Address: www.afoodbank.org

Section I: General Information (to be filled out by all applicants)

DATE: _____

TELEPHONE NO: () _____ FAX NO: () _____

NAME OF
AGENCY: _____

NAME OF CHAIRPERSON/BOARD PRESIDENT: _____
HIS/HER PHONE NO: _____

NAME OF DIRECTOR: _____
PHONE NO: _____

PHYSICAL ADDRESS OF
AGENCY: _____

City _____ State _____ Zip _____

COUNTY _____

MAILING ADDRESS (IF DIFFERENT):

City _____ State _____ Zip _____

COUNTY _____

Is the organization incorporated? ___ Yes ___ No

Does your organization have a tax exempt status under 501 (c) (3) from the Internal Revenue Service? ___ Yes ___ No

IF YES, PLEASE SUBMIT A COPY OF YOUR DETERMINATION LETTER FROM THE IRS. IF NO, PLEASE CONTINUE WITH SECTION II.

SECTION II:

Is your organization part of a larger parent organization? Yes No

If it is, will your parent organization be legally responsible for the operations and liabilities of your program? Yes No

Does your parent organization have a tax exempt status under section 501(c) (3) from the Internal Revenue Service?

Yes No IF YES, PLEASE SUBMIT A COPY OF THEIR DETERMINATION LETTER FROM THE IRS. Parent organization must submit a letter on their letter head which states their sponsorship of the program. The Director of the sponsoring parent organization must also attend orientation.

PARENT and/or MEMBER ORGANIZATIONS NAME: (IF APPLICABLE)

PHONE NUMBER: () _____ FAX NUMBER: () _____

MAILING ADDRESS OF PARENT ORGANIZATION: _____

City _____ State _____ Zip _____

NAME OF CHAIRPERSON/BOARD PRESIDENT: _____
PHONE NO: _____

NAME OF DIRECTOR: _____
PHONE NO: _____

COUNTY _____

SECTION III: FEEDING PROGRAM

Please select the category that accurately describes your program:
(Please check all that apply)

Pantry - (providing groceries to those in need of supplemental or short-term food assistance).

Soup Kitchen- (cooking and serving meals to walk-in guests on a regular or occasional basis

Residential Program- (cooking and serving meals to registered clientele; including Detox, Half-way homes, Group homes, Day Activities Programs)

Emergency Shelter - (An agency providing on-site meals in addition to providing housing and other services).

Day Care- (An organization that provides care and supervision to children while their

parents or guardians are at work or in

FEEDING PROGRAM continued:

____ *Children & Youth* (An organization that provides service to children under the age of 18.)

____ *Other* - Animal Shelters, Housing Authorities and Senior Sites.

____ *Disaster* - American Red Cross, Baptist Men, Temporary Pantries for disaster relief.

Please describe the basic purpose of your organization and the overall services you provided:

Please explain your Board of Directors role in the program:

(Please attach a recent Board listing with Name, address, phone, term begin and end dates and Board position).

How often does your Board meet? Monthly Quarterly Twice a year once per year
(Please circle the appropriate response)

What is the primary funding source for your organization?
(Please attach a copy of your most recent financial statement)

What geographic area (s) does your program serve? (Please be specific).

How long has your program been functioning?

FEEDING PROGRAM continued:

Do you advertise or have a sign posted? (Please explain)

Do you take referrals? ___Yes ___ No If yes, from which social organizations?

May we refer individuals to your program? ___Yes ___No

Do you conduct fund raising or special events? (Please tell us about your efforts)

Please describe your eligibility or screening criteria and how often and how much food is given:
(Attach any copies of forms the program uses for screening)

Does your program keep records of people or meals served? (Please explain)

Where do you currently get the food used by your program from? Do you conduct food drives or purchase? (Please explain)

Are fees charged for food? If yes, please explain:

What days/hours are you open to help people?

<u>Days</u>	<u>Hours</u>	<u>Days</u>	<u>Hours</u>
Monday	_____	Thursday	_____
Tuesday	_____	Friday	_____
Wednesday	_____	Saturday	_____
		Sunday	_____

FEEDING PROGRAM continued:

Who determines when the program should be open? (Please explain)

Does your program provide assistance with hygiene or over the counter medication? If yes, please explain:

SECTION IV:

Reference (to be completed by all applicants)

Please provide the name of one social service agency or church in your neighborhood that is familiar with your program:

Name of Agency: _____

Name of Contact: _____

Address: _____

Telephone Number: _____

Name of person filing application_____

Position_____ **Date**_____

How did you hear about Food Bank of the Albemarle? _____

Please note: Completion of this application does NOT guarantee membership. We reserve the right to refuse membership to programs not meeting our criteria. Applications may be put on a waiting list if there are no membership openings available at the time.

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ELIZABETH CITY, NC 27906-1704
TELEPHONE (252) 335-4035 FAX (252) 335-4797
Website Address: www.afoodbank.org
E-Mail Address: foodbank@compueasy.com

ORGANIZATION PARTICIPATION AGREEMENT

This Agreement, entered into as of this ____ day of _____, 201__, by and between the Food Bank of the Albemarle of the City/County of Elizabeth City/Pasquotank, in the state of North Carolina, herein after referred to as the "Food Bank", and _____ of the City/County of _____, State of North Carolina hereinafter referred to as the "Participating Organization".

WITNESS THAT:

The Food Bank and the Participating Organization do mutually agree as follows:

I. The Participating Organization does mutually agree to the following:

1. To provide the Food Bank with written assurance that it is a charitable, tax exempt, non-profit organization under the IRS provisions of 501(c)(3), or that it is sponsored by such an organization, and to complete organization information requests on forms provided.
2. To use all foods received from the Food Bank only in a use related to its non-profit status as a Food Bank Partner Agency and solely for feeding the ill, the needy, or infants.
3. Agencies will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran.
4. To neither offer for sale, sell, transfer, nor barter the items supplied by the Food Bank in exchange for money, other properties, or services, or otherwise allow said items to re-enter commercial channels.
5. Accept all items "as is" condition.
6. Must have adequate refrigeration and storage space to ensure the wholesomeness of the food until used, and/or distributed.
7. To use all items as soon as possible or within specified dates as provided by the Food Bank to insure maximum palatability and freshness, and to destroy any such items which are unfit for human consumption due to spoilage, other damage or age.
8. To utilize employees or volunteers having sufficient training, experience, and expertise in the evaluation, handling, preparation, and serving of donated items to safely and properly judge, handle prepare, serve and dispose of them in compliance with State and local sanitation and health laws and regulations.
9. To, because of the qualifications of its personnel, as above specified, accept full responsibility for the purity and fitness for human consumption of any and all items accepted.
10. To release both the original donor and the Food Bank from any liability resulting from the condition of the donated food and further agrees to indemnify the Food Bank, the original donor and any personnel employed by the Food Bank in connection with its storage and use of the donated food, hold them harmless against all and any liabilities, damages, losses, claims, cause of action, and suits of law or in equity.
11. To acknowledge that the Food Bank of the Albemarle, and the primary donor have specifically disclaimed any warranties or representations, expressed or implied, except as specifically set out in this agreement, as to the purity or fitness for consumption of any or all donated items.
12. To make available to the Food Bank for inspection records indicating the use of foods and number of participants served with items received from the Food Bank upon request of the Food Bank. Note: Must maintain a file of all Food

Bank invoices for five years.

13. To maintain adequate books and records and make them available to the Internal Revenue Service upon request in compliance with regulations in the Federal Register in Volume 47, number 21, February 1, 1982.

14. To provide the Food Bank with a specified handling charge or what we refer to as the shared contribution fee per pound in the amount determined by the Food Bank, either upon receipt of the food or receipt of the monthly billing statement. This is at the discretion of the Food Bank, to cover the administrative, operating, storage and handling costs of the Food Bank on behalf of the Participating Organization. Currently, this charge is .19 cents per pound. Must also, be agreeable to paying the delivery fee of \$0.03 cents per pound fee.

15. Will not brand or label their program as a "Food Bank, will use the legal name and description defined within their articles of incorporation.

16. To honor and abide by any special stipulations of the Food Bank such as the ultimate recipient's use of particular foods received, time limitations for usage, etc. Such special stipulations shall be delivered to the Participating Organization at the time of receipt of the items affected, and the Participating Organization agrees to sign a copy of such specified stipulations for the Food Bank records.

17. To allow authorized representatives of the Food Bank to visit the operations of the Participating Organization that uses items received from the Food Bank at a time determined by the Food Bank.

18. To comply with any procedures for participation with the Food Bank as provided to the Participating Organization by the Food Bank.

19. To notify the Food Bank concerning any changes in program operation, including additional services, location, target population, significant increases in population(s) served, as they occur.

20. To acknowledge that violation of non-compliance with this Agreement or any procedures for participation may result in suspension of participation with the Food Bank.

II. The Food Bank shall furnish the following services, data, and information to the Participating Organization:

1. Solicitation of usable food products from food industry members on behalf of the Participating Organization.
2. Provide notice to the Participating Organization of foods available in the Food Bank and of receipt of new or additional food products available to the Participating Organization.
3. To include use of the Food Bank website www.afoodbank.org for Product Recall information.
4. Grievance process: If suspension from Food Bank participation becomes necessary, any grievance in relation to the suspension or any other grievance with the Food Bank requirements or policies may be taken to the Executive Director for final disposition. Any request for review must be made in writing to the attention of the Executive Director of the Food Bank.

III. The undersigned parties have read and understood this Agreement and it shall remain in full force and effect until revoked by written notice of either party to this Agreement. IN WITNESS WHEREOF, the Food Bank and the Participating Organization have executed this Agreement as of the date first written above.

(Name of Organization/Agency)

Food Bank of the Albemarle,
Executive Director Signature

Signature of Agency Director

Date
