

501(c)(3)
Application
Only



IT IS HIGHLY RECOMMENDED TO READ ALL INFORMATION BEFORE COMPLETING THIS APPLICATION

You have opened the application for an Established 501(c)(3) Agency

501(c)(3) –

You will need a 501(c)(3) Letter of Determination from the IRS.

- ✓ To get this, you will have to contact the IRS and request Form 1023 (“Application for Recognition of Exemption”) and its instructions.
- ✓ You may call 800-829-1040 for information or 800-829-3676 for the form. The application, and process, are also available on-line at www.irs.gov. It will take at least six weeks, if not considerably longer, to receive the Letter of Determination once you have filed for it.
- ✓ **Note:** The 501(c)(3) is **different from** the Alabama Certificate of Tax Exemption (or **state tax exemption**).
- ✓ **Note:** All 501(c)(3) organizations have an EIN number, **but NOT ALL organizations having an EIN are 501(c)(3) organizations**. To help you identify what a 501(c)(3) letter looks like, a copy is attached in this packet.

OTHER FACTORS TO CONSIDER WHEN PREPARING YOUR APPLICATION

Storage Site –

- Our national food bank network, Feeding America (FA), requires its partner agencies to be able to store food safely and securely on the premises of the agency.
- Locate a room with adequate shelving for storing food by case quantity.
- Room must be able to be locked.
- If you want to distribute frozen or refrigerated food, the storage units for these must be able to be locked as well.
- Food for your pantry should not be accessible for general church or agency activities.

Budget (THIS IS VERY, VERY IMPORTANT) –

- You will need a budget for your pantry expenses.
- **Your budget may come from a benevolence fund, donations, grants, or other sources, but you will need a regular source of income to sustain your program.**
- In addition to the costs connected with getting food you can count on some of the following expenses: staffing, transportation, pest control, photocopying of forms, cleaning supplies, thermometers, and storage containers.
- **Your budget must show where your agency income comes from and how it is spent or saved. A projected budget is not acceptable.**

Staffing –

Your pantry staff may be comprised of volunteers or paid employees. You will need enough people to perform the following chores on a regular basis:

- Stock food on the shelves
- Make up boxes or bags of food
- Conduct client intake
- Clean and maintain the facility
- Attend meetings and training sessions
- Do distribution record keeping and write reports
- Pick up food

Transportation –

- You will need reliable transportation for collecting food.
- Vehicles must be large enough for the size of your program.
- The food bank offers delivery for a fee.

Client Eligibility –

- Set guidelines regarding whom you will help, how often, and with how much food.

Record Keeping –

- Document the poundage that you distribute.
- It helps food donors to know how their donations are used.
- Feeding America and USDA require records reflecting:
 - Date of distribution
 - Client's name and address
 - Number of people in the household
 - Number of pounds distributed



How to Become A Member of the West Alabama Food Team

FREQUENTLY ASKED QUESTIONS:

1. What types of food programs do partner agencies usually operate?

The two basic types of programs are **food pantries**, where clients receive unprepared food, or **on-site feeding**, where food is prepared and served on site, or delivered to persons in need.

2. What foods are available at the Food Bank?

Even though all food is donated and we can rarely predict what we will have or when, we receive donations typically reflective of the retail market. A wide variety of non-perishable foods, as well as refrigerated and frozen products and other things, such as cleaning and personal care items, are available at any given time.

3. Who is eligible to receive food that comes from the Food Bank?

People might be in need for a variety of reasons, such as chronic illness or disability, being too old or too young to work or having an income that does not provide for all the basic needs of the individual or family. Victims of natural disasters or domestic violence/abuse would also be eligible. Call the Food Bank if you are in doubt as to whether your clients are eligible.

4. There are already a lot of food pantries. Is there really a need for any more?

A national hunger study, conducted by America's Second Harvest (Now Feeding America) in 2006, determined that, the number of people seeking emergency food assistance is increasing with the majority of the requests coming from working poor families, the elderly living on a fixed but inadequate income, and children.

5. What costs and savings are involved in being a Partner Agency?

The primary cost to the agencies is a small Share Maintenance Fee (SMF) for food received. Currently SMF is 0 cents to 18 cents a pound. A huge savings is realized when compared to the grocery store.

There is also an optional delivery service available. Fees are charged according to distance of delivery.

6. What is the method of payment?

Payment is made at the time of shopping.

*****We accept church or agency checks ONLY. No personal checks or cash are accepted.*****

Established agencies are able to request charge privileges.

7. Are there other requirements made of partner agencies?

Yes, agencies are required to keep records that demonstrate how the food is used once it leaves the Food Bank. (The procedures are simple and easy to follow.) This is to satisfy accountability requirements that we have to our donors. These records are checked periodically by a Food Bank representative. Also, agencies are required to store food in a safe and secure manner, to ensure that the food handed out is suitable for consumption.

8. How do we know if partnership with the Food Bank is right for our church or agency?

Successful food pantries and on-site feeding programs require a high degree of commitment on the part of the partner agency.

9. What if we still have questions?

Find out more details by attending an orientation class. This class is held the second Friday of each month (except December) from 9:00 AM until about 11:00 AM. Please call to register.
(205) 333-5353

PARTNER AGENCIES O U R V.I.P.S

At the West Alabama Food Bank our partner agencies are V.I.P.'s — **VERY IMPORTANT PEOPLE**. As part of the Food Bank team, they perform a valuable and essential part of the mission. Because of the way we are structured, we are not able to provide direct service to clients. This is the function of our agencies. They obtain food at the Food Bank and distribute it to those in need, at no cost to the clients.

.....And they **s t r e t c h** their valuable resources by using the Food Bank.

We appreciate your interest in partnership with the West Alabama Food Bank (WAFB). We hope this information is helpful in making your decision about joining us.

We are happy to discuss with you any questions you may have about how to tailor a feeding program to meet your particular needs.

Please give us a call at

(205) 333-5353

or fax us at

(205) 333-5343



Steps in the Application Process

Please read all steps to completely understand this process.

Please pay extra attention to the items highlighted.

1. Please fill out all pages completely and remember these points:

- Provide **ALL the attachments requested.**
- We cannot process your application with any of the requested material missing.
- Your agency's Executive Director must sign all appropriate forms.
- If you do not send all attachments listed below with the application, it will slow your approval.
- **Note:** Even if the Ex. Director will not be administering the program directly, he or she will ultimately be responsible for the food acquired from the West Alabama Food Bank (WAFB) for the records. The same signature should be on all forms.

2. AFTER all forms and attachments have been returned to WAFB:

- **You must attend an orientation session.**
- Everyone who will be dealing with WAFB must attend an **orientation session given on the second Friday of each month from 9:00 A.M. to 11:00 A.M. at WAFB. (No session in December)**
- You need to only attendance one orientation class.
- There is no charge to attend.
- You must call to sign up for an orientation class.
- **No children are allowed please.**
- **After you attend orientation, we will make an appointment to visit your agency site,** inspect the area for food storage and further discuss your feeding program. This is called an "**Initial Site Visit**". **You will not be able to shop until this visit is performed.**

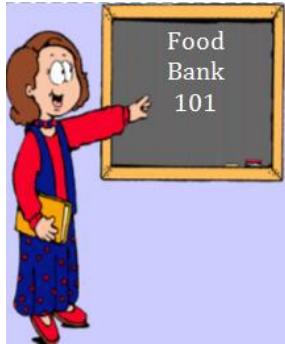
3. When all of the above requirements have been completed you will be able to shop.

4. Once you begin shopping:

- Agencies contribute a **Shared Maintenance Fee (SMF)**. This fee is to help defray the cost of the Food Bank being here for you.
- At this time, our donated product ranges from 0 cents to 18 cents per pound depending on product type, amount, and shelf life.
- At times when we have an overabundance of product, agencies can receive these items at NO CHARGE.
- Many items needed by our agencies do not get donated. Therefore, our Resource Manager searches for the lowest price on purchased product. This savings is then passed on to our agencies. This is the only time product will ever be over 18 cents a pound.

If you have any questions at all please contact:

Jean Rykaczewski
West Alabama Food Bank
Executive Director
(205) 333-5353
jean@westalabamafoodbank.org



West Alabama Food Bank

Orientation

2017

(second Friday each month except December)

July	7/14/17	9 a.m. to 11 a.m.
August	8/11/17	9 a.m. to 11 a.m.
September	9/8/17	9 a.m. to 11 a.m.
October	10/13/17	9 a.m. to 11 a.m.
November	11/10/17	9 a.m. to 11 a.m.
December	No Orientation	



ATTACHMENTS YOU WILL NEED TO COMPLETE YOUR APPLICATION

NON PROFITS WITH A 501(C)(3)
(Ex. Director of the non-profit signs paperwork)

Use this checklist
(Checking off each item as you add it to your application):

- 1. A list of the members of the agency's governing body**

This list needs to include:

- **Names**
- **Mailing addresses**
- **Telephone numbers**

- 2. A copy of the IRS Letter of Determination of tax-exemption 501(c)(3) status.**
(See copy in this packet)

- 3. Copies of the following documents are required:**

- **Articles of Incorporation OR By-Laws**

- 4. A letter from the governing body of your organization stating approval of the agency's participation in the WAFB (You may use the attachment in application packet called "Approval of Governing Body").**

- 5. Detailed Budget.**

- 6. Detailed directions to your site and/or a map.** This does not have to be a printed map. **A form is attached to your packet for this information.**

Sample of a 501(c)(3) Letter:

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
C-1130
ATLANTA, GA 30301

DATE: FEB 13, 1992

Employer Identification Number:
XXXXXX

WEST ALABAMA FOOD BANK
3160 MCFARLAND BLVD N
NORTHPORT, AL 35476

Contact Person:
XXXXXXXX XXXXXX
Contact Telephone Number:
XXX-XXX-XXXX
Our Letter Dated:
August 5, 1987
Addendum Applies:
No

Dear Applicant:

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)3 is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a) (1) and 170 (b) (1) (A) (vi).

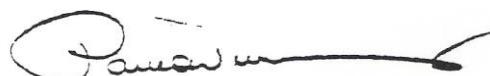
Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Paul Williams
District Director

AGENCY
APPLICATION
FOR ESTABLISHED
501(c)(3)
ONLY

Please NOTE when filling out this application that
“Director’s” signature is
the director of an established 501(c)(3) agency



West Alabama Food Bank (WAFB)

General Information

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 WAFB 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?(Circle 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 do you help during your holiday distribution? _____

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

Signature of

Agency Executive Director of 501 (c)(3)

Date



WEST ALABAMA FOOD BANK REFERRAL LIST INFORMATION SHEET

The West Alabama Food Bank relies on our Partner Agencies to distribute food to needy individuals in our service area. If you are interested in being available as an agency people in need can go for assistance, please fill in the information below. These questions help us direct people to your program.
Please note that if you say you will take referrals, be prepared because your information will be given out to those who call.

Name of Church or 501 (c)(3)Non-Profit: _____

Physical Address (we use this address to pinpoint clients that might live near your agency)

Do you wish for us to give out your physical location? _____ Yes _____ No

Phone number to call for assistance:

Will clients have to leave an answer on an answer machine and be called back at a later time?
_____ Yes _____ No

County where you are located: _____

Do you wish to get referrals from your County only? _____ Yes _____ No

Do you or can you deliver food to a client if they cannot come to you? _____ Yes _____ No
(We will refer clients that need delivery to you)

Please state days & hours of operation:

If you do not have specific days and hours of operation do you help on an as needed basis?
_____ Yes _____ No

Will the client need to bring specific items with them when they come for assistance? (picture ID, etc.)

Other remarks that will help us direct clients to you:

AGENCY AGREEMENT

CRITERIA FOR PARTICIPATION WITH THE

West Alabama Food Bank

Agency Name: _____
(501(c)(3))

Mailing Address: _____

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

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 WAFB in exchange for money, property, or services or otherwise allow the items to reenter commercial channels.
6. Must not distribute donated products outside the United States and Puerto Rico.
7. Must not solicit contributions from food recipients nor charge recipients a membership fee.
8. Must not require food recipients to attend worship services, classes, etc., as a condition for receiving WAFB food.
9. Must not use WAFB food as refreshments for business meetings, fund raising or other functions.
10. Must provide transportation to pick up food at the WAFB warehouse.
11. Must have adequate refrigeration and clean, secure, off-the-floor storage space to insure the integrity of the food until used and/or redistributed.
12. Must be agreeable to monitoring by a panel of community persons and/or WAFB personnel.
13. Must agree to maintain a record keeping system of accountability, including client distribution records and a three-year file of all WAFB receipts, which must be cosigned and dated.
14. Must immediately report to the police any loss of food by theft and submit a copy of that report to WAFB. Any loss by fire or other mishap must also be reported to WAFB.
15. Must be agreeable to supporting the operation of WAFB with a shared handling fee (SHF) for the food received, payable upon receipt or by pre-approved credit.
16. Must agree to VERBALLY notify WAFB 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.
17. The agency recognizes and agrees that its participation in the food bank program is a privilege granted to it at the discretion of the WAFB, and the WAFB reserves the right to terminate the agency's participation at any time without notice and with or without cause.

18. 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.
 19. Violation of any of these criteria will result in the WAFB utilizing the Probation/Suspension Policy, which is attached hereto.
-

Signature of Director of 501(c)(3)

Date

West Alabama Food Bank

Probation and Suspension Policy

Introduction

Member agencies participate in the Food Bank Program as a privilege granted at the discretion of the West Alabama Food Bank (hereafter referred to as WAFB). Prior to membership, the WAFB 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 WAFB shall conduct periodic monitoring visits of the member agency to insure compliance with the Criteria for Participation in the West Alabama 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 WAFB has the right to monitor each member agency at any time and without notice.

Probation

If WAFB 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 WAFB or its Board of Directors. In the event probation is imposed, the WAFB 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 WAFB'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 WAFB 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 WAFB that its program is in compliance, (2) the WAFB is made to believe that the member agency has exchanged donated food or other WAFB products for money, property or services or for using donated food for private use, or (3) the WAFB 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 WAFB 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 WAFB. An agency may contest the imposition of suspension by submitting in writing its reasons therefore to the Board of Directors of the WAFB. 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 West Alabama Food Bank.

Name of Agency (501)(c)(3) Non Profit

Signature of 501 (c) (3) Director

Date

APPROVAL OF GOVERNING BODY

Name of Agency
(501(c)(3) Non Profit)

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

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

(Date)

(Chairman/President/Head Deacon, etc. of Governing Body)

(Date)

RELEASE

Whereas, the West Alabama Food Bank (hereinafter referred to as WAFB) has offered to provide and supply certain food, foodstuffs and related items, as available, to:

Name of Agency
(501(c)(3) Non Profit)

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

Whereas, Donee has warranted to the WAFB 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 WAFB, 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 WAFB. 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 WAFB, 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 WAFB.
10. That Donee agrees to notify the WAFB 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 WAFB 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.
14. Must be agreeable to monitoring by a panel of community persons and/or WAFB personnel.

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) Non Profit)

Date

Signature of 501(c)(3) Director

USDA COMMODITY AGREEMENT

Between a Recipient Agency and the

West Alabama 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 West Alabama Food Bank (hereinafter referred to as the WAFB) 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 WAFB 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 WAFB 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 WAFB operates under the State Contract or any successive agreement of substantially identical terms between the WAFB and the State Department of Education, unless the RA Contract is otherwise terminated in accordance with the terms set forth herein. The WAFB 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 WAFB 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 WAFB'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 WAFB.
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 WAFB.
 - 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 WAFB 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 WAFB 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 WAFB. Failure to file timely reports may be basis for cancellation of this Agreement.
8. Report promptly all instances of lost commodities to the WAFB. 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, WAFB, 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 WAFB may distribute food to needy households at its site(s) or the WAFB 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 WAFB and the RA must be on file at the WAFB.
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), WAFB, 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 WAFB operates under the State

Contract or any successive agreement of substantially identical terms between the WAFB 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 WAFB 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 WAFB in regard to transfer of all donated commodities remaining in the possession or control of the RA.

RECIPIENT AGENCY (RA)

WEST ALABAMA FOOD BANK (WAFB)

Signature of 501 (c) (3) Director

(Title)

(Date)

(Date)

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

Updated 08/17
