



## **AGENCY ONBOARDING INFORMATION / APPLICATION**

**for partnering with**

# **THE FOOD BANK OF NORTH ALABAMA**

**Thank you for your interest in partnering with the Food Bank of North Alabama to tackle hunger and food insecurity in your community.** In order to become a partner with the Food Bank, you must complete the following application in its entirety, and return the completed packet along with indicated supplemental material.

Once your application has been reviewed, if you meet the criteria to be a Food Bank agency, we will contact you to set up an initial Onboarding Visit and Site Survey. In addition to reviewing your food storage facility, the onboarding visit will include training in the types of ongoing records required of our agencies. Before you are eligible to procure food from the Food Bank, your primary program leadership (at least) must attend a Food Bank orientation, which is held monthly.

## FOOD BANK PARTNER AGENCY ELIGIBILITY REQUIREMENT

Your organization must be either a 501(c) 3 nonprofit or a church.

*To determine if your organization qualifies as a church, please check the criteria below and mark the items that apply to your church. Please attach any supporting documentation.*

**Please also attach a letter on church letterhead attesting to the fact that your church meets ALL OF the criteria below.** (A sample of such a letter is below)

*The applicant church has:*

- A distinct legal existence.
- A recognized creed and form of worship.
- A definite and distinct ecclesiastical government.
- A formal code of doctrine and discipline.
- A district religious history.
- A membership not associated with any other church or denomination.
- A complete organization of ordained ministers ministering to their congregations.
- Ordained ministers elected after completing prescribed courses of study
- A literature of its own.
- Established places of worship.
- Regular congregations.
- Regular religious services.
- Sunday or specific-day schools for religious instruction of the young.
- Schools for the preparation of its ministers.

*SAMPLE LETTER FROM CHURCH*

(CHURCH LETTERHEAD)

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Date

To Whom It May Concern:

This letter is written on behalf of the congregation of (INSERT CHURCH NAME, STREET ADDRESS, CITY, STATE, ZIP) to affirm that our congregation is, in fact, a church and essentially meets the spirit of the 14 criteria employed by the IRS in defining a church. Furthermore, our church has not been denied tax exempt status under section 501(c)(3) of the IRS code, nor has our church's tax exempt status under section 501(c)(3) of the IRS code been revoked.

Sincerely,

(Signature)  
(Printed Name)  
(Title)

## APPLICATION PROCESS

Please complete ALL appropriate sections of this application. **Incomplete applications cannot be accepted.**

1. **Your agency's DIRECTOR (or House Manager in residential programs) must sign the enclosed AGENCY AGREEMENT FORM and FOOD RELEASE FORM.**
2. **Churches must include ONE of three documents**
  - a. 501c3 letter
    - i. Please include with this application a photocopy of your IRS/US DEPT. OF TREASURY LETTER OF DETERMINATION (which states your 501c3 tax exempt status) OR a copy of the "Cumulative List of Organizations – IRS Publication 78" in which your agency appears (<http://www.irs.gov/app/pub-78/>).
  - b. a letter from denominational headquarters stating the church applying for affiliation is a church in good standing in that denomination
  - c. a letter from the church, on its letterhead and signed by its chief executive officer, affirming that the organization is, in fact, a church and essentially meets the spirit of the 14 criteria employed by the IRS in defining a church (see attached for details).
3. National Food Donors require our partner agencies to agree to ***not engage in discrimination*** when providing food assistance. **Your agency must submit a copy of your NON-DISCRIMINATION POLICY and DISCRIMINATION COMPLAINT PROCEDURE** with your application. *(A template is provided in this packet).*
4. Please return APPLICATION and ATTACHMENTS to the Food Bank of North Alabama. You will be notified when your application has been received.
5. Once the application is complete, a site visit by one of the Food Bank of North Alabama staff to your agency will be arranged. **No affiliation can be finalized until a site visit is complete.** After the site visit, if affiliation is granted, an agency Director or manager (as well as any staff who will be responsible for sourcing food through the Food Bank) **must attend an ORIENTATION SESSION** with the Food Bank of North Alabama. This session is REQUIRED before an agency may begin sourcing food from the Food Bank.

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

### FOOD BANK 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, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc) should contact the Agency (State or Local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800.877.8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form AD-3027 found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or write a letter addressed to the USDA, providing all the information requested in the form. To request a copy of the complaint form, call 866.632.9992. Submit completed form or letter to USDA by MAIL at US Department of Agriculture, Office of the Assistant, Secretary of Civil Rights, 1400 Independence Avenue SW, Washington, DC 20250-9410; by fax to 202.690.7442; by email to [program.intake@usda.gov](mailto:program.intake@usda.gov).*



# NEW AGENCY APPLICATION

MONITORING INFORMATION	
Agency Name	DATE: COUNTY:
GENERAL INFORMATION	
PHYSICAL Address of Agency:	MAILING Address:
Primary Contact Name: Phone: Email Address:	Parent or Affiliate Organization or Denomination:
Secondary Contact Name (Required): Phone: Email:	Organization Website: Organization Facebook Page:
Does your Organization have FEDERAL 501c3 Tax Exempt Status? ____ Yes ____ No	Federal Employer Identification Number (EIN):
Liability Insurance Carrier:	Describe your agency's general program (or attach brochure):
TYPE of PROGRAM (Check the category or categories describing your food program)	
<input type="checkbox"/> Emergency Food Pantry (providing groceries to those in need) <input type="checkbox"/> Backpack Program (bags of food to students to take home) <input type="checkbox"/> Residential Program (day care, detox, group homes, etc) <input type="checkbox"/> Soup Kitchen (cooking/serving meals to walk-ins) <input type="checkbox"/> School Pantry (food pantry located IN a school, targeting kids/families)	
How long has your agency been doing this program / ministry?	What is the program's primary funding source?
Were you referred by another group? If so, who?	How often do you expect to pick up food at the Food Bank?
How much do you have budgeted for food program for the year?	Name / Title of Person Completing this Application:
FOOD STORAGE	
How many Refrigerators do you have on site for the Food Program?	
How many Freezers do you have on site for the Food Program?	
Dimensions of your Dry Storage Room?	
Is your food storage area climate controlled year round (Yes/No)	
PROGRAM SPECIFIC INFORMATION (ONLY complete the section(s) relevant to YOUR Program)	
❖ FOOD PANTRIES	
Pantry Director (Name, email, phone #)	
Pantry Hours / Days:	# of families served per month?  # of families you would LIKE to serve?

Foods you provide or plan to provide ( <i>check all that apply</i> ) <input type="checkbox"/> Canned Goods <input type="checkbox"/> Dry Goods <input type="checkbox"/> Frozen Foods <input type="checkbox"/> Refrigerated Foods <input type="checkbox"/> Frozen Foods <input type="checkbox"/> Household Items	
How long do you intend the food supply given to clients to last? 2-3 days 3-5 days 4-7 days Other _____	
What area(s), cities or counties do you serve? Do you LIMIT your service area?	
Do you have eligibility requirements (ie: proof of residency, ID, etc)	
Does someone need a referral or an appointment to get food from you?	
What is your CURRENT source of food?	
What percentage of current food is donated versus purchased?	
Do you ask for donations when providing food?	
Do you ask people to work or attend church service when providing food?	
Do you plan on serving prepared meals using the food received from the Food Bank? Yes / No If yes, do you have any volunteers/staff members who are a Certified Food Safety Manager? If yes, Who?	
<b>❖ RESIDENTIAL PROGRAMS</b>	
# of residents / beds:	Ages or Age Ranges:
Will Residents Cook for themselves or will Staff provide meals?	
Do you have a volunteer/staff member who is a certified Food Safety Manager? If so, Who?	
Are residents charged a program fee? Yes / No	If so, how much:
Is your facility licensed (ie: DHR, state, etc) Yes / No	If so, by whom:
<b>❖ SOUP KITCHENS</b>	
# of Individuals served per meal?	Ages or Age Ranges:
Which meals do you serve (circle) Breakfast Lunch Dinner Snacks	
What days do you serve meals (circle) M T W TH F S S	
Do you charge clients for meals? Yes / No	If so, how much:
Do you ask for a donation fee from those you serve meals to? Yes / No	If so, how much?
Is your facility licensed (ie: DHR, state, etc) Yes / No	If so, by whom:
Do you have eligibility requirements (ie: proof of residency, ID, etc)	
Name of Person in charge of food preparation:	
Do you have any volunteers/staff members who are a certified Food Safety Manager? If so, Who?	
What percentage of food you serve is DONATED:	PURCHASED:

❖ **BACKPACK PROGRAMS**

What schools do you supply or plan to supply? (List school and grades you will be providing for):

Who is your contact at the school(s)? List name/title/contact # for each:

How many children do you anticipate providing backpack food bags to / at what frequency (weekly, monthly, etc):

Do you know of other agencies / churches that also provide Backpacks to this school? If so, please list:

**IMPORTANT NOTE: Backpack agencies must ALSO complete the separate “Backpack Program Agreement” – it can be downloaded at Food Bank Website, or ask Agency Relations Manager for a copy**

❖ **SCHOOL PANTRIES**

What schools do you supply or plan to supply? (List school and grades you will be providing for):

Who is your contact at the school(s)? List name/title/contact # for each:

When will the pantry be open for families (hours/days):

Do you know of other agencies / churches that also provide food to this school? If so, please list:

What types of food or nonfood items do you hope to make available in the pantry?

Who will be responsible for distributing it (volunteers or school staff?) **IMPORTANT!!** If your agency volunteers will have routine contact with students, have they been background checked?

**IMPORTANT NOTE: School Pantry agencies must ALSO complete the separate “School Pantry Agreement” AND the “National Background Check Form” - they can be downloaded at Food Bank Website, or ask Agency Relations Manager for a copy**



## AGENCY AGREEMENT FORM

Name of Service Agency/Church \_\_\_\_\_

**Agrees to and will comply with the following criteria as a recipient agency of Food Bank of North Alabama, Inc.**

1. Must have a 501c3 tax exempt status with the Internal Revenue Service or operate through a church congregation.
2. Must not sell, transfer, barter nor offer for sale the items supplied by the Food Bank in exchange for money, property or services, or otherwise allow the items to re-enter commercial channels.
3. Must be an established agency and registered and approved by the Food Bank.
4. Must be an agency that serves the needy, the ill or infants (children).
5. Must serve food directly to its clients in the form of meals, snacks, or distribute packaged food for emergency situations.
6. Must have adequate refrigeration and storage space to ensure the wholesomeness of the food until used and/or redistributed.
7. Must be licensed by the State and/or City as a food service establishment according to the service it provides.
8. Must provide transportation to pick up food at the Food Bank warehouse.
9. Must be agreeable to monitoring by Food Bank representatives.
10. The Agency agrees to adhere to additional donor stipulations.
11. Must be agreeable to supporting the operation of the Food Bank with the suggested share contribution of 14 cents per pound for food received. Shared contributions must be paid using a check showing the agency's name, address and telephone number on its face. Shared contributions must be received by the Food Bank no later than the tenth of each month, following the month the food is received. Agency statements will be sent at the end of each month.
12. Agrees that no person shall be denied access to food product sourced through the Food Bank or Feeding America on the basis 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, reprisal, sex, and where applicable, political beliefs, familial or parental status, if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment.
13. Agrees to abide by the policies, procedures, and record keeping requirements of the Food Bank of North Alabama.
14. Must review and agree to comply with the provisions of the Alabama Immigration Law in the attached paragraph, "ALABAMA IMMIGRATION LAW COMPLIANCE."

Signature (of the Agency's Director) \_\_\_\_\_

Title \_\_\_\_\_ Date: \_\_\_\_\_

## AGENCY FOOD RELEASE FORM

**WHEREAS**, Food Bank of North Alabama, Inc., hereinafter referred to as “the Food Bank”, has offered to provide and supply certain foods, foodstuffs, and related items, as available to \_\_\_\_\_, a 501c3 charity or a church congregation, hereinafter referred to as “the Donee”, and

**WHEREAS**, the Donee has warranted to the Food Bank that all items received will be duly inspected by a qualified member of its staff and found fit for human consumption, or the items will not be accepted,

**THEREFORE, the Donee hereby warrants, represents and guarantees as follows:**

1. That it has been awarded the status of a 501c3 charity by the Internal Revenue Service or is a church congregation.
2. That the Food Bank and the primary donor have specifically disclaimed any warranties or representations, expressed or implied, as to the purity or the fitness for human consumption of any or all such donated items.
3. That all items accepted are accepted in an “as is” condition.
4. That the Donee will safely and properly handle the donated items in a manner that conforms to all local, state and federal regulations. That the Donee will utilize employees or volunteers having sufficient training, experience and expertise in the evaluation, handling, distribution, and preparation of donated items for feeding purposes, and will safely and properly judge, handle, distribute, prepare and use these items to feed.
5. That the Donee, because of the qualifications of its personnel, as above specified, hereby accepts full responsibility for the purity and the fitness for human consumption of any and all items accepted.
6. That the Donee will serve the products received as soon as possible to provide maximum palatability and freshness.
7. That the Donee shall not share food items obtained from the Food Bank with any other organization or entity.
8. That the Donee hereby warrants and guarantees to the Food Bank of North Alabama, the original or primary donor, and Feeding America 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 the Donee in connection with its storage and/or use of the items supplied to it by the Food Bank.
9. That the Donee will use the items only in a use related to its exempt purposes and solely for the feeding of the ill, the needy or infants.
10. That the Donee will neither offer for sale, sell, transfer or barter the items supplied by the Food Bank in exchange for money, other properties or services.
11. That the donated items will be used for prepared-meal feeding or emergency food distribution unless otherwise released by the primary donor or the Food Bank.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature of Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Name/Address of Organization: \_\_\_\_\_



## CODE OF CONDUCT

We will work with all of our agency partners to end hunger, but **if an individual representing your agency acts in a way that is unacceptable to our code of conduct, we will revoke this individual's access to the Food Bank and potentially the partner agency relationship.**

*The activities outlined below are prohibited and designed to keep a positive, safe and cooperative environment for FBNA staff and visitors.*

- Possession, use or being under the influence of alcoholic beverages or illegal drugs on FBNA's owned or leased property.
- Bringing onto FBNA's owned or leased property dangerous or unauthorized materials such as explosives, firearms, weapons or other similar items.
- Discourtesy, rudeness or threatening behavior/language to a fellow participant, staff member or volunteer.
- Verbal, physical or visual harassment of another participant, staff member or volunteer.
- Conduct endangering the life, safety, health or well-being of others.
- Failing to cooperate with FBNA staff members or follow basic FBNA guidelines.

*I have read and I understand the Food Bank of North Alabama's Code of Conduct. I agree to abide by the rules described above and understand that I may be removed as a participant if I violate any of these rules.*

Name of Organization \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## ALABAMA IMMIGRATION LAW COMPLIANCE

**Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986**, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the Form I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, contractor shall not knowingly employ, hire for employment, or continue to employ any unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the contractor's hiring practices to execute an affidavit to this effect on the form supplied by the FBNA and return same to the FBNA.

**Contractor shall also enroll in the E-Verify Program** prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum for Understanding and such other documentation as the FBNA may require to confirm contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If contractor received *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the FBNA and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion.

*If contractor violates any term of this provision, this agreement will be subject to immediate termination by FBNA. To the fullest extent permitted by law, contractor shall defend, consequential damages, expenses (including, but not limited to, attorney's fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to contractor's failure to fulfill its obligations contained in this paragraph.*

Name of Organization \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## E-VERIFY REQUIREMENTS

In accordance with Alabama Immigration Law, if your church or agency (the name on the checking account which pays your monthly statement from the Food Bank, not the volunteer committee running the pantry) has **any** paid employees, then you must start an E-Verify account\* for any future hiring, ***and send us :***

- (1) **The signed E-verify Memorandum of Understanding** (you will get this form as part of the process of signing up on e-verify.gov – see below)
- (2) **The notarized “Contractor Affidavit of Alabama Immigration Compliance”** (next page)

IF your agency’s *responsible party* has **NO** paid employees, then you **don’t** have to start an E-Verify account, but you still have to send us

- (1) **The notarized “Contractor Affidavit of Alabama Immigration Compliance”** (next page)



**\*To start an E-Verify account**, go to the Federal website at <https://www.e-verify.gov/>. They may ask you for a PIN. Just make up a 4-digit number because we don’t provide you with a PIN.

**The website will issue a 13 or 15 page Memorandum of Understanding.**

**The last 2 pages are for your signature. Print that off and send the last 2 pages of the MOU to us.**

Don’t wait for the DHS to reply to you indicating that you’ve been accepted. It may be an awfully long wait (weeks) because they are overloaded with requests. The Ala. Immigration Law says that **ALL** employers in the state must establish an account. ***Don’t worry, E-Verify will not request any information on your current employees.***

**YOU MUST ALSO COMPLETE THE “Contractor or Volunteer Affidavit” (NEXT PAGE) and it must be NOTARIZED**

## Contractor or Volunteer Affidavit of Alabama Immigration Compliance

**FORM FOR SECTION 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTION 31-13-9 (a) and (b)**

### AFFIDAVIT FOR CONTRACTOR

(To be completed as a condition for performing work on a project paid for by contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity.)

State of \_\_\_\_\_; County of \_\_\_\_\_

Before me, \_\_\_\_\_ a notary public, personally appeared

\_\_\_\_\_ (print name) who is a duly authorized by the business entity/ employer which appears below, being duly sworn says as follows:

As a condition for being a contractor on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as

\_\_\_\_\_ (your position) for \_\_\_\_\_ (name of contractor), said contractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, contractor affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

I further attest that said contractor is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confirming such program enrollment. Further, as a direct contractor, for those current employees for whom the E-Verify system may not be used in accordance with applicable federal rules and regulations, contractor has reviewed, or had reviewed, the Form I-9s for each of its current employees and has a good faith belief that it has complied with ALA. CODE § 31-13-9(c) and (d).

\_\_\_\_\_  
Signature of Affiant

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_  
**Signature and Seal of Notary Public**

*To be returned to the Food Bank of North Alabama, PO Box 18607, Huntsville, AL 35804 or the preferably via email to the appropriate Food Bank staff member, Agency Relations Manager, at [communityrelations@bofna.org](mailto:communityrelations@bofna.org).*