



INTRODUCTION

Thank you for your interest in becoming a partner with All Faiths Food Bank. All Faiths Food Bank works to alleviate hunger and prevent food waste by collecting donations of wholesome but unmarketable food from the food industry and distributing it to agencies that feed those in need of food assistance. All Faiths Food Bank provides food to agencies in Sarasota and DeSoto counties.

All Faiths Food Bank is a member of Feeding America. Feeding America is the nation's largest non-governmental, domestic hunger relief organization. All Faiths Food Bank upholds the highest standards of charitable food distribution. We are also connected to and collaborate with food banks throughout the country. As a member of Feeding America, we follow the guidelines put forth by the network and are subject to monitoring.

We hope you find the application process simple and straightforward. Please complete the application and have your Executive Director sign all necessary documents. Once the application and necessary documents have been completed, return them to the Food Bank by mail. Pending application review, we will then arrange a site visit. Meanwhile, if you have any questions, please contact *Peter M. Casamento, Agency Relations Manager, at (941) 549-8130.*

HELPFUL HINTS:

- Read through the entire packet before filling out the application.
- Use the provided checklist to ensure your packet is complete before turning it in; most delays are due to an incomplete application and/or missing documentation.
- Make a copy of your application packet for your files.
- If you have questions, please contact us!

INCLUDED IN THIS PACKET:

- Eligibility Criteria (Page 2)
- Description of Application Process (Page 3)
- Overview of Site Visit Procedure (Page 3)
- Helpful Definitions (Page 4)
- Food Bank Policies (Page 6-7)
- Application Packet (Enclosed)
- USDA Application Packet (For applicable programs)

 941.379.6333  allfaithsfoodbank.org  8171 Blaikie Ct. Sarasota, Florida 34240

A Member of Feeding America

ELIGIBILITY CRITERIA

In order to become a member with All Faiths Food Bank:

- The agency must be incorporated for the purpose of serving the need, ill, and/or infants.
- The agency or Parent Organization must be a private, non-profit organization with tax exemption under IRS code 501(c)3, or a church that qualifies under the Internal Revenue Code. Florida State non-profit status is not sufficient to establish membership. Government organizations are not eligible for Food Bank membership.
- The use of the food must be related to the agency's reason for tax exemption.
- The agency food program should have been in operation for at least six months prior to All Faiths Food Bank membership.
- More than 50% of the agency's clients should be in the low-income category.
- The agency must not discriminate 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.
- The agency is not permitted to sell food, charge clients for meals, or solicit contributions from clients.
- The agency must not require any individual to attend a religious or political meeting, nor may the individual be required to make a statement of faith or pledge membership to any religious or political organization as a requirement for receiving food.
- The agency will comply with health and sanitation standards in accordance with the Florida Department of Health.
- The agency must adhere to food safety guidelines and complete food safety training.
- The agency agrees to have adequate capacity to safely store the quantities and types of food it will receive. Capacity includes secure and adequate physical storage, preparation, and distribution space that is not located in a personal residence.
- The agency should have staff/volunteers who are accountable for record keeping, inventory control, and a system for keeping track of individuals served. This includes having the ability and willingness to access and submit information via the internet on a monthly basis.

APPLICATION PROCESS

1. An agency must submit a completed application to All Faiths Food Bank.
2. The Food Bank reviews the application and conducts a site visit to monitor the agency. No organization can become a member without a site visit.
3. After the visit, Food Bank staff conducts a final review of the application and site visit report.
4. If the agency is approved for membership, key staff and volunteers listed as shoppers on the application will be required to attend an On-Line Training and Agency Member Orientation held at All Faiths Food Bank. The Agency Member will receive their agency number, be trained for on-line ordering and tour the Food Bank.
5. If another program of an agency wishes to utilize Food Bank services, it should apply for independent membership.

SITE/MONITORING VISIT

Feeding America policy states that all participating agencies must have an on-site evaluation by All Faiths Food Bank staff prior to approval and at least once every two years subsequently. All Faiths Food Bank reserves the right to visit a program site at any time, with or without prior notification.

The following items will be evaluated or reviewed during the initial site visit and subsequent monitoring visits:

1. Storage Facilities
 - Can the storage area be locked and/or secured in a designated space?
 - Is the storage area clean and dry?
 - Is food stored at least 6 inches off the floor and away from the walls?
 - Are toxic items, including cleaning supplies, stored 4 to 6 feet from food items?
 - Is there any sign of rodent or insect infestation?
 - Is refrigeration/freezer unit clean? Is it in good working order?
 - Are thermometers present in refrigeration/freezer units?
2. Recordkeeping
 - Invoices from the Food Bank must be kept on file for at least one year.
 - Emergency feeding programs such as food pantries, soup kitchens, and shelters must maintain the following records:
 - Number of households/individuals served
 - Record keeping system of persons receiving food
 - Number of meals served monthly
3. Agency's use of the Food Bank
4. Food Bank Policies and Procedures
5. The Food Bank will also solicit feedback from your agency on how to improve its services.

DEFINITIONS

Agency Relations Department: The department of All Faiths Food Bank that is the liaison between agencies (like yours) and the Food Bank. This department processes new applications, conducts monitor visits, addresses any Food Bank related questions, and presents training workshops for member agencies.

Delivery Fee: In order to cover the costs of distributing food to our agencies, the Food Bank assesses member agencies a delivery fee to transport food to on-site locations. Current rates are: Sarasota County (\$20) and DeSoto County (\$30). All Faiths Food Bank reserves the right to change this at any time, with a minimum 60-day notice. Agencies that have vehicles/equipment to properly and safely pickup and transport food may arrange pickups to avoid being assessed this fee.

Donated Foods: All Faiths Food Bank is a member of Feeding America, the national food bank network, through which some food donations flow. Food is sourced from manufacturers, wholesalers, retailers, brokers, grocers, growers, processors, and others within the food industry, as well as from local food drives. These include packaged, canned, bottled, perishable and non-perishable foods and essential food products.

Emergency Feeding Program: This phrase refers to Food Pantries, Soup Kitchens and/or Emergency Shelters. They may be eligible for the USDA TEFAP program. USDA provides staple, nutritious foods at no Shared Maintenance Fee. If you are an Emergency Feeding Program, please see the enclosed information about the USDA TEFAP Program.

IRS 501(c)3 Determination Letter: A letter obtained from the Internal Revenue Service that verifies your organization as a nonprofit, tax-exempt organization under section 501(c)3 of IRS code. This is *not the same* as your state tax-exempt information. All Faiths Food Bank is required to keep documentation of 501(c)3 status in each agency's file.

- Religious Organizations: If an agency is part of a church or religious organization, the church must be tax exempt under IRS section 501(c)3 or be part of a larger denomination or church group that is tax exempt under code 501(c)3. Although individual churches are not required to have a 501(c)3 determination to be a member of All Faiths Food Bank, they must be a larger organization that has a determination letter.
- If your agency is part of a denomination or larger church group, you must submit a copy of the group 501(c)3 determination letter along with a public listing associating your church with the larger denomination. Group determination letters and public listings are generally available through the church's main office.

All Faiths Food Bank reserves the right to request further verification of these requirements as it deems necessary.

Purchased Foods (PUR): The Food Bank operates a cooperative buying program for its member agencies, where we purchase needed items in large quantities and then resell the food to member agencies. Purchased foods help supplement our donated food inventory. When member agencies shop through our online ordering system, purchased items are identified as (PUR).

Shared Maintenance Fee: In order to partially cover the costs of soliciting, collecting, storing, repacking, and distributing millions of pounds of donated food each year, the Food Bank assesses member agencies a share maintenance fee for donated product. The Shared Maintenance Fee is not a payment for food, and needy persons receiving food through All Faiths Food Bank's member agencies can never be charged for food.

While certain inventory items require the Shared Maintenance Fee, All Faiths Food Bank distributes a large portion of its donated food at no cost. Fresh produce, dairy, bread, water and non-food items are free to all agencies. All Faiths Food Bank reserves the right to change this at any time, with a minimum 60-day notice.

Site Address: Physical location of the program where clients are served. This may or may not differ from an agency's billing or mailing address.

POLICIES RELATING TO USE OF FOOD BANK PRODUCTS

The following describes the responsibilities of Food Bank member programs. Using guidelines developed by Feeding America, the Food Bank staff, oversees and enforces these policies with final determinations made by All Faiths Food Bank's Executive Director. Please insure that staff and volunteers are aware of and adhere to these policies and post them for all to see.

- Food Bank products may be used only for the benefit of a program's clients as described in the application form. In case of on-site programs, staff may share in meals only while on duty.
- Food Bank products must **not** be sold, traded, or bartered, nor used for board meetings, fundraisers, etc. Financial donations may not be solicited in connection with receipt of Food Bank products.
- Programs must provide food without regard to 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.
- Food Bank products shall not be utilized for sectarian purposes, i.e., programs cannot engage in the promotion of a particular religion as part of their feeding programs not require clients to attend religious services or instruction in order to receive food.
- The receiving program may not transfer Food Bank products to any other member agency without prior approval from All Faiths Food Bank. The Food Bank is required by its donors to maintain an audit trail on all products. Therefore, product may only be distributed to approved member programs for use as described in the program's applications.
- All programs are required to follow food safety and sanitation procedures set forth by applicable state and local statute, ordinance, code or regulation. In addition, emergency feeding programs must follow the guidelines provided by the Florida State Department of Health.
- Programs should avoid stockpiling to ensure fair distribution of limited quantities and to ensure product rotation. Some items are near code date and should be used within a reasonable time period. Many items are limited. Programs should order only what can be used in a reasonable amount of time.
- Agencies will be asked to sign work tickets when orders are picked up/delivered. **Agencies should only sign for orders when all items have been checked and program personnel are certain that all items on the work ticket have been received.** The Food Bank will not issue credit for items signed for at warehouses and/or delivery sites and later found to be missing from orders. Sites should not mail payments based on work tickets or corrected

invoices. **Sites should WAIT FOR THE MONTHLY STATEMENT to make payments to the Food Bank.**

- If a Food Bank product is unusable for any reason, agencies should notify the Food Bank. The Food Bank will advise sites on the proper disposition of the item in question and will give sites credit information.
- The Food Bank reserves the right to limit the amount of food programs receive and to make any necessary changes in the "Shared Maintenance" contribution system.
- All member agencies will be visited at least once every two years. During this visit Food Bank staff will update program files, inspect storage areas, discuss program's participation in the Food Bank and make sure sites have information needed to make the best use of the Food Bank. Refusal to permit Food Bank monitor visits at the program site can result in suspension and termination of the program.
- Food Bank receipts must be kept on file for at least two years. Food Bank staff may ask to see these receipts during visits.
- **Programs are required to notify All Faiths Food Bank in writing of changes in days and hours of service, relocation of a program for any reason, or the closing of a program.** Changes with the programs' direct contact to the food Bank and Executive Director should also be notified. A new Agreement Release Form must be signed by the Executive director upon these changes.
- Member agencies operating more than one feeding program should receive separate approval for each program. If a member agency would like to begin receiving food for a new program, it must inform the Food Bank and fill out a separate application.
- The policies and guidelines outlined above have been established to facilitate Food Bank operations and to meet strict donor requirements. Failure to abide by these policies jeopardizes the entire program. Therefore, these policies are strictly enforced. Programs that violate these policies may be suspended or terminated from membership in the Food Bank.



APPLICATION CHECKLIST

Before returning your completed application, please ensure that it includes the following information:

- Completed Member Agency Application
 - Completed Member Agreement, signed by Executive Director
 - Member Agency Account Policy, signed by Executive Director
 - Grievance Policy and Procedures, signed by Executive Director
 - Current year financial statement
 - Current list of Board Members/Directors
 - Agency brochure or brief summary of your program
 - Most recent copy of pest control service visit
 - Current Food Safety Certification Certificate
 - SafeStaff Food Handling course at http://www.safestaff.org/test_fl/prod_fl/SafeStaff/Foodhandler/SafeStaff/Foodhandler.aspx (\$14.95 fee)
 - Copy of 501(c)3 Determination Letter
- OR**
- Letter of Affiliation, if your agency is sponsored by a 501(c)3 organization or church

If you are a church, submit either:

- Copy of IRS Determination letter or a letter from denominational headquarters stating that the church applying for membership is a church in good standing in the denomination and has not been denied 501(c)3 status,
- OR:**
- Complete the attached 14-point IRS Church Qualifier Form, **AND**
 - Letter of confirmation on church letterhead, as per attached example

PLEASE NOTE: All member agencies should notify All Faiths Food Bank immediately if there is a change in the status of any of these documents or key personnel.

All documents should be mailed to:

All Faiths Food Bank
Attn: Peter M. Casamento, Agency Relations Manager
8171 Blaikie Court
Sarasota, FL 34240



ENDING HUNGER
ALL FAITHS FOOD BANK

MEMBER AGENCY APPLICATION

AGENCY INFORMATION	
Agency Name	
Program Name (if different)	
EIN # (Please include a copy of your IRS Determination Letter)	Website
Phone	Fax
Physical Address	Billing Address
City, State, Zip	City, State, Zip
County	County

CONTACT INFORMATION	
Contact Person	
Title/Role with Agency	
Phone	Email
Executive Director/Pastor	
Phone	Email
Billing Contact	
Phone	Email

HOURS OF DISTRIBUTION AND AVAILABILITY	
<input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (Explain):	
How often do you distribute food?	Do you have any requirements for individuals who use your services (i.e. must live in X County or zip code?)
Sunday	
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	

PROGRAM INFORMATION

What type of food program are applying to?

Pantry Soup Kitchen Residential or Transitional Housing

Is this distribution open to the community? YES NO

If NO, please explain:

What year did your food program begin?

What is your service area (i.e. entire county, specific zip codes, etc.)?

Please describe the type of service provided by your agency/program. Please include all services, even those that are not food related.

Please explain how food from All Faiths Food Bank will be utilized:

Does your agency provide meals on your premises? YES NO

If YES, how often? Daily Weekly Monthly Other

Average number of people served at each meal:

_____ Breakfast _____ Lunch _____ Dinner _____ Snacks

Will any of the food you receive from All Faiths Food Bank be used for your meals? YES NO

Does your agency provide home delivered meals? YES NO

For pantries, what types of food are distributed?

Canned Goods Dry Goods (cereal, pasta, etc.) Perishables (dairy, produce, etc.)
 Meat (fresh, frozen) Frozen Goods

What is the average number of individuals served each month?

What is the average total household members served each month?

What percentage of your clients are:

_____ Children (≤ 17) _____ Seniors (60+) _____ Disabled _____ Veterans

Do you require proof of need and/or identification? YES NO

If YES, please explain:

Please describe your recordkeeping system (how you keep track of the clients served).

FOOD STORAGE & SAFETY

Is the dry storage space in a locked room? YES NO

Is the dry storage shared with another program? YES NO

If YES, please explain:

What kind of cooling system does the dry storage have?
 Central Air Window Unit Portable Unit None Other:

Is it possible to lock and secure each of your cold units, whether they be placed in the locked pantry or individually locked? YES NO

How many food storage units does your food program use:
_____ Refrigerators _____ Chest Freezers _____ Upright Freezers

Are any of the cold units shared with another program? YES NO

If YES, please explain:

Who does your pest control and how often do they visit?

Annually Quarterly Monthly None Other:

FUNDING/FOOD DONATIONS

What is your budget for this food program?

Do you request donations from clients or charge them for services offered? YES NO

If YES, please explain:

Is your organization reimbursed by local or federal government for services for client care?
 YES NO

Do the people receiving food from your organization contribute any services (volunteer hours) or money for the food?
 YES NO

If YES, please explain:

Do you regularly pick up donated food from any local farms, retail stores and/or grocery stores? YES NO

If YES, please list the store names:

Every All Faiths Food Bank Member Agency must register with United Way 211. United Way 211 is a referral source for recipients of All Faiths Food Bank member agencies as well as other non-profit agencies in Sarasota and DeSoto Counties and nationwide. A person may dial "211" from any phone and receive a social service assistance referral. **NOTE: Clients are not required to use 211 to receive food.** This service ensures that client needs are met in our community; and it is your responsibility to update United Way 211 with information such as days/hours of operation, eligibility requirements and offered services. **You can register by calling (941) 365-4545 Ext. 104.**

I agree to register and remain current with United Way 211 (initial) _____

Submission of an application does not guarantee membership.

All Faiths Food Bank reserves the right to accept members that best fit All Faiths Food Banks geographic and programmatic need.



***Sample Affiliation Letter from Sponsoring Organization
on Organization Letterhead***

All Faiths Food Bank
8171 Blaikie Court
Sarasota, FL 34240

Date

Re: Letter of Affiliation

This letter is to affirm that **[ABC organization/church]** operates as a 501(c)3 not-for-profit organization and is the direct sponsor of **[XYZ Food Pantry/Feeding Site]**. **[XYZ Food Pantry/Feeding Site]** is in good standing with our organization and their food program feeds the ill, needy or infants.

[ABC organization/church] will be fiscally, programmatically and legally responsible for oversight of **[XYZ Food Pantry/Feeding Site]**.

Attached is a copy of our IRS / US Department of Treasury Letter of Determination.

If the Sponsor is a Church:

- Copy of IRS / US Department of Treasury Letter of Determination or a letter from denominational headquarters stating that the church applying for membership is a church in good standing in the denomination and has not been denied 501(c)3 status,

Or:

- Complete the attached 14-point IRS Church Qualifier Form, **and**
- Letter of confirmation on church letterhead, as per attached sample

Sincerely,

Jane/John Doe
Sponsoring Agency Executive Director or Pastor, Etc.

IRS CHURCH QUALIFIER FORM

The Internal Revenue Service uses 14 characteristics to determine whether an organization qualifies as a church.

All applicants that apply as a church should provide a letter from the church on its letterhead. It should be 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.

Please attach documents that demonstrate the 14 point criteria. Demonstration of 10 criteria is required, the first 6 are mandatory.

MANDATORY CRITERIA	POSSIBLE SOURCES FOR DOCUMENTATION	DOCUMENTATION ATTACHED
A distinct legal existence	Articles of incorporation filed with the state and/or Letter from IRS showing Employer ID number	<input type="checkbox"/>
A recognized creed and form of worship	Articles of incorporation, By Laws, Church bulletin	<input type="checkbox"/>
A definite and distinct ecclesiastical government	Articles of incorporation, By Laws, or Organization Chart with titles and positions	<input type="checkbox"/>
Established places of worship	Church bulletin, Newsletter	<input type="checkbox"/>
Regular congregations	Church bulletin, Newsletter	<input type="checkbox"/>
Regular religious services	Church bulletin, Newsletter	<input type="checkbox"/>
SELECTED CRITERIA (choose 4)	POSSIBLE SOURCES FOR DOCUMENTATION	DOCUMENTATION ATTACHED
A formal code of doctrine and discipline	Articles of incorporation, By Laws	<input type="checkbox"/>
A distinct religious history	A brief written history	<input type="checkbox"/>
A membership not associated with any other church or denomination	Statement of mission, objectives and goals of the church signed by the pastor and three others	<input type="checkbox"/>
An organization of ordained ministers	Church bulletin or other published document listing the ministers or copy of Ordination certificates	<input type="checkbox"/>
Ordained ministers selected after completing prescribed courses of study	Copy of Ordination and diploma	<input type="checkbox"/>
A literature of its own	Newsletter or Sunday morning program	<input type="checkbox"/>
Sunday schools for the religious instruction of the young	Church bulletin, Newsletter	<input type="checkbox"/>
Schools for the preparation of its members	Copy of diploma with school name or list of school names	<input type="checkbox"/>

As a duly authorized officer of _____ (church name), I certify that this organization meets the requirements indicated for identification as a church and has not applied to the IRS for 501(c)3 status and been denied , or has not had its 501(c)3 status revoked by the IRS.

(Signature) Executive Director, Pastor, Etc.

(Date)

(Print Name)

***Sample Confirmation Letter on Church Letterhead
to accompany 14-Pt. Checklist***

Potential Agency Ministries 123
East Street
Sarasota, FL 34240 Date

Dear All Faiths Food Bank:

I, Jane/John Doe, am the Pastor and Chief Executive Officer of *{Potential Agency Ministries}*. I am writing to affirm that *{Potential Agency Ministries}* is in fact a church, defined by the IRS as a 501(c)3 equivalent (Pub. 557). Furthermore, Potential Agency Ministries complies with the spirit of the 14-point criteria employed by the IRS in defining a Church.

{Potential Agency Ministries} is incorporated under the laws of the State of Florida as a non-profit organization. Our articles of incorporation (copy attached) list our creed and form of worship. We are non-denominational and not affiliated with any other denomination and we have a distinct ecclesiastical form of government. We have met as a church continuously for the past 5 years, conducting regular worship and instruction at a regular place of worship. We have various Sunday school classes and our pastor is an ordained minister.

Sincerely,

Jane/John Doe
Executive Director, Pastor, Etc.

Enclosures: Articles of Incorporation
Copy of Pastor's Certificates of Ordination
By Laws
Brochure/Informative Documents



MEMBER AGENCY AGREEMENT

This Agreement is made by and between All Faiths Food Bank, Inc. {"AFFB"}, a Florida 501(c)3 nonprofit corporation, and _____ (Member Agency) {the "Agency"} located at _____. This Agreement is effective _____ and supersedes any prior agreement by and between AFFB and the Agency.

AFFB and the Agency agree to the following roles and responsibilities and terms and conditions by which AFFB will provide fresh as well as non-perishable food items, inspected under strict guidelines, to the named Member Agency which, in turn, will use these foods in programs serving children, elderly, ill, homeless, or others in need in our community. In partnering with AFFB, the Agency becomes part of the AFFB network, providing food distribution and nutritional education services to the hungry in Sarasota and/or DeSoto Counties. In signing this agreement, AFFB and the Agency agree to work toward and maintain a positive partnership with the vision of ending hunger in our community.

Section 1

AGENCY ELIGIBILITY AND COMPLIANCE STANDARDS

Eligibility to receive donated product from AFFB requires compliance with a number of operating standards which are described in this agreement. The goal of these standards is to establish and maintain a credible, safe, and effective distribution system for donated products. Feeding America defines mandatory operating procedures and practices to ensure food safety, financial and inventory accountability, and administrative cohesion relative to the business practices between the Agencies and AFFB.

A. SERVICE AREA

The Agency must service residence of Sarasota and/or DeSoto County.

B. NON-PROFIT STATUS

1. The Agency must be a federally tax exempt 501(c)3 organization, wholly-owned by a 501(c)3 organization or a Church. The Agency may be an unincorporated program designated as the agent of a 501(c)3 agency or Church in distributing donated product obtained from AFFB to eligible recipients under the following conditions:
 - The 501(c)3 organization or Church must affirm such designation in writing, acknowledging the responsibility to enforce all provisions of this agreement with AFFB on the designated Agency;
 - The 501(c)3 organization or Church must be programmatically, fiscally and legally responsible for the donated product handling/distribution activities of the designated Agency; and

- Funds used to pay shared maintenance fees assessed by AFFB must come from the 501(c)3 organization or Church and not from the designated agent 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 organization or Church.
2. The Agency may not be a private foundation, even if it has 501(c)3 exemption.
 3. The Agency must distribute donated products free of charge for use by the ill, needy or infants (minor children).

C. OPERATIONAL REQUIREMENTS

1. The Agency agrees to support the operation of AFFB by contributing to the “shared maintenance fee” per pound of donated product. The shared maintenance fee helps to maintain Food Bank as a licensed and approved food inspection and warehouse distribution system.
2. The Agency will neither offer sale, sell, transfer, nor barter the donated product in exchange for money, other properties, or services. Nor will the agency use Food Bank items for fund raising purposes. The Agency also agrees not to transfer any items acquired from AFFB to any other organization.
3. The Agency agrees to adhere to any additional donor stipulations that may be required.
4. The Agency shall keep appropriate records which accurately reflect the total amount of donated product received and distributed (or used) and outline the Agency's procedure for determining that the recipients of the product are ill, needy, or infants (minor children). All such records must be made available upon request to AFFB representative. The Agency does not need to keep specific record of individual amounts distributed to specific recipients.
5. The Agency will use the network-wide computerized record keeping system, *Link2Feed*, to track client usage of food programs. This may require gathering personal information from clients in order to help determine whether they are eligible for food or other forms of assistance, as well as compile summary demographic data that can be used to obtain funding from donors to better assist clients.
 - a. The Agency and its representatives will respect participants' privacy, and treat personal information that they voluntarily provide as confidential. Confidential information must not be disclosed without prior consent of the individual and All Faiths Food Bank, and disclosure is limited to persons directly connected with the administration of the program.
6. The Agency agrees to have established and regular hours for food distribution.

D. FOOD SAFETY

1. The Agency must have a system for securing donated product received and have adequate refrigeration/freezer space and dry storage to ensure the safety and wholesomeness of donated

product until used and/or distributed. Measures taken to secure donated product and maintain its integrity will include, but are not limited to:

- Keeping donated product distinct from that of other programs, staff and/or personal use;
 - Restricting access to storage areas with lockup capacity;
 - Storing food off the ground, in a cool, dry area protected from danger of freezing or extreme heat;
 - Storing grains, cereals, etc. in such a way as to protect from rodent problems, and;
 - Keeping thermometers in every freezer/cooler and maintaining temperature logs regularly (at minimum weekly) and retaining them for at least three years.
2. The Agency agrees to establish a pest control account with quarterly treatments and as needed, or may conduct its own in-house treatment using the required AFFB pest control log.
 3. The Agency agrees to meet any applicable local, state, and federal health and safety requirements regarding the safe and proper handling of donated food.
 4. The Agency will ensure program staff and volunteers are trained properly in hygiene, safe handling of food, and dealing with the public in a professional manner.
 5. The Agency will guarantee to have at least one staff member or regular volunteer designated as responsible for the safe storage, handling, and preparation of food and certified in food safety. Proof of certification from a qualified, professional food safety training agency is required.

E. SERVICE REQUIREMENTS

The Agency will ensure the fair distribution of food while maintaining the civil rights and dignity of recipients by agreeing to the following standards:

1. The Agency will treat recipient applications and written records as confidential material, keeping all intake cards and sign-in sheets on-site in a locked and secure area or password protected on a computer.
2. The Agency will be open publically to eligible recipients; eligible staff, volunteers, congregational members, or any other subgroup of recipients shall not be given priority of exclusive rights over the distribution of donated product.

For example: Churches may not use food acquired from the All Faiths Food Bank to feed only members and/or attendees for their own congregations. Churches must demonstrate, and document if requested, their willingness to serve people from outside their own congregations.

3. Recipients must not be required to attend a religious or political meeting or to make a statement of faith, non-faith or pledge membership, or to attend any religious or political meeting before, during, after, or in exchange for product.
4. The Agency agrees to treat recipients with respect and dignity.

5. Product acquired from AFFB for the purpose agreed upon in the Member Agency Application, may not be used for any other programs.

For example, if the Agency applies for membership as a Food Pantry, the Agency may not use the food for other programs including but not limited to, soup kitchens/meal programs, day care programs, retreats, Sunday school, convents, Bible studies, church fellowship functions, appreciation banquets, fundraisers, or any other institutional uses.

6. The Agency 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 protected veteran.

Section 2 MONITORING

The Agency monitoring process serves to ensure compliance with state and federal laws, as well as the Agreement. Food Bank representatives will meet regularly with Agencies to periodically evaluate AFFB and Agency relationship and to promote Agency best practices. Monitoring may be done by on-site visits and/or oral or written communications.

1. The Agency agrees to a preliminary on-site visit by a Food Bank representative during the application process.
2. The Agency agrees to allow AFFB to monitor regularly at least once every two years, or more often at AFFB's discretion.
3. The Agency will allow AFFB to monitor the Agency at its own discretion, announced or unannounced. *Unannounced monitoring visits will only be conducted during the posted operating hours of the Agency. Food Bank staff will strive to work with Agency staff or volunteers to arrange an agreed upon appointment to meet.*

Section 3 NON-COMPLIANCE POLICIES

A. PROBATION POLICY AND PROCEDURES

The Agency may be placed on probation for a period not to exceed three months if found to be in violation of the Agreement or state or federal law. Notification of probation will be in writing. The Agency Relations Manager will provide recommendations, based on their investigation to the COO, who has the authority to place member agencies on probation.

The purpose of this probationary period is to place an Agency on notice to bring its program into compliance, or face suspension. During the probationary period, the Agency retains all the rights and privileges of its membership. If the violation is not rectified by the end of the probationary period, the COO has the authority

to extend the probationary period or to recommend suspension of the Agency. The Agency's probationary status terminates when the Agency rectifies the violation to the satisfaction of the COO.

The Agency may be put on Probation for the following reasons:

- The Agency is persistently delinquent in payment of invoices.
- There is improper storage, refrigeration, or transportation of product.
- There is inadequate recordkeeping as required by the Agreement.
- The Agency is in violation of any applicable state or local statute, ordinance, code or regulation.
- The Agency is not open to the public and is found distributing donated product to unqualified recipients or exclusive groups such as clubs, sports teams, or church congregations.
- The Agency Relations team is unable to monitor the Agency because the Agency is not open or does not respond promptly to attempts to schedule an appointment.
- There is no visual accountability to indicate to Food Bank personnel how the Agency operates in serving the ill, needy, or infants (minor children).
- Agency director or staff fail to communicate or respond to AFFB in a timely manner.
- Any other reason found by the Agency Relations team that violates the spirit of the Agreement.

B. SUSPENSION POLICY AND PROCEDURES

A member agency may be suspended without first being placed on probation if it is found to have one or more violations. A member agency also may be placed on suspension if probation violations are not rectified by the end of the probationary period or if another violation has emerged during the same probationary period. Finally, a member agency will be suspended if placed on probation more than twice during any twelve month period. Suspension notification will be in writing.

Upon suspension, an agency loses its rights and privileges of membership including access to donated product. The agency's suspension terminates when the Agency rectifies the violation(s) to the satisfaction of the COO. This may include a monitoring visit from a Food Bank representative prior to any reinstatement decision. The final decision regarding reinstatement will be that of the COO and will be provided in writing.

Member agencies may be suspended for any of the following violations:

- Exchanging donated product for money, property or services.
- Removal of donated product from Agency for private use.
- Using donated product in a manner that is not related to the exempt purposes described in section 170(e)3 of the Internal Revenue Code and violating AFFB's and Agency's 501(c)3 status.
- Failure to make good any insufficient funds along with the payment of any additional bank fees.
- Disregard of warehouse use and ordering policies, e.g., disregarding quantity limitations, regularly adjusting delivery and/or orders after deadlines, etc.
- Staff or volunteers of the Agency display blatant disregard or disrespect for Food Bank policies and/or Food Bank staff and/or other Agencies.
- Violations of food safety standards.
- Any other gross violations of the Agreement or state or federal law.

C. TERMINATION POLICY AND PROCEDURES

This Agreement may be terminated as follows:

1. AFFB or the Agency may terminate this Agreement by providing written notice of such a decision by its Board of Directors at least thirty calendar days prior to the effective date of such termination.
2. AFFB may terminate this Agreement if, after the Agency has been placed on probation or suspension as defined above, and the violations leading to probation or suspension have not been rectified.
3. Changes to the law, or Feeding America or Food Bank policy eliminate the eligibility of the Agency.

All Faiths Food Bank reserves the right to alter or change the Non-Compliance Policies as it deems necessary and has the obligation to notify agencies of those changes. Notification by email, phone calls and/or written letters will be considered sufficient notice.

D. GRIEVANCE PROCEDURE

Agencies may voice concerns or appeal any decisions made by Food Bank personnel. Place your concerns in writing and send to the Agency Relations Manager or COO: All Faiths Food Bank, 8171 Blaikie Court Sarasota, FL 34240. Appeals will be heard by either the COO or CEO.

**Section 4
AGENCY RELEASE**

AFFB, original donor, and Feeding America specifically disclaim any warranties or representations, expressed or implied, as to the purity or fitness for consumption of all donated items.

Whereas AFFB has offered to solicit, maintain, and provide certain foods and related items as available to the Agency, the Agency hereby warrants, represents, and guarantees as follows:

1. All donated product is accepted by the Agency in "as is" condition
2. The Agency hereby accepts full responsibility for the purity and fitness for consumption of all donated product accepted.
3. The Agency will serve the donated product as soon as possible.
4. The Agency hereby warrants and guarantees to indemnify, defend and hold AFFB, Feeding America; and the original donor harmless from all liabilities, claims, losses, causes of action, suits at law or in equity or any other obligation whatsoever arising out of, or attributed to, any action by the Agency in connection with its storage and/or use of the donated product supplied to it by AFFB.

In witness of their intention to be legally bound by the terms and conditions of this Agreement, and to work together toward the common goals, and in accordance with our mission, AFFB and the agency have signed this Agreement.

_____ All Faiths Food Bank

_____ Name of Agency

_____ Sandra Frank, Chief Executive Officer Date

_____ Agency Executive Director Date



MEMBER AGENCY ACCOUNT POLICY

Our Member Agency Agreement, signed by the Chief Executive Officer when the All Faiths Food Bank account is opened, states that the agency agrees to pay all account balances within **30 days** of the invoice date. Agencies should not mail payments based on work tickets. **Agencies should WAIT FOR THE MONTHLY STATEMENT to make payments to the Food Bank.** In order to help all our member agencies assist the most people, we must insist on compliance with this policy.

When an agency's balance reaches the 30-day old mark, a friendly reminder is sent to help you keep your account current. All payment invoices have payment terms of Net 30 which means they should be paid within 30 days of receipt.

If the unpaid account balance reaches the 60 to 89-day-old mark, agencies will be suspended. Suspension means that the agency is not able to receive any food from All Faiths Food Bank until an agency representative responds with a payment date. After payment is received, the agency may return to the regular billing process as long as the account remains current each month.

If an unpaid balance reaches the 90-day old mark, agencies are made inactive and may be terminated unless the account is brought current immediately.

All new agency accounts are put on probationary status for prompt and full payment for three months to establish a payment history.

(Signature) Executive Director, Pastor, Etc.

(Date)

(Print Name)



GRIEVANCE POLICY AND PROCEDURES

Grievances against All Faiths Food Bank Agencies:

1. All Faiths Food Bank must respond to complaints by the public about any All Faiths Member Agency.
2. The Agency Relations Manager will notify the Agency by telephone of the specific complaint received.
3. The phone conversation will be followed by a letter or a visit to the Agency by an All Faiths representative.
4. The results of any investigation and subsequent recommendations will be presented to All Faiths Food Bank Chief Operating Officer (COO) and documented in the Agency's file. The Agency will be notified in writing of the conclusions and any actions to be taken.

Grievances against All Faiths Food Bank:

1. A Member Agency may submit a written statement of grievance addressed to the COO. The statement must include the reasons for the grievance, pertinent facts, and what the Agency believes would be an acceptable solution to the problem.
2. The All Faiths Food Bank COO, following study and recommendation from All Faiths staff, will determine the plan of action and decisions on the grievance within ten working days of receiving the grievance letter. The Agency will be notified in writing of the decision.
3. The Member Agency may appeal the decision to the All Faiths Food Bank Chief Executive Officer (CEO). The decision of the CEO is final.
4. An Agency will not be discriminated against, harassed or suffer any reprisals by All Faiths Food Bank as a result of filing a grievance.

(Signature) Executive Director, Pastor, Etc.

(Date)

(Print Name)

IRS CHURCH QUALIFIER FORM

The Internal Revenue Service uses 14 characteristics to determine whether an organization qualifies as a church.

All applicants that apply as a church should provide a letter from the church on its letterhead. It should be 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.

Please attach documents that demonstrate the 14 point criteria. Demonstration of 10 criteria is required, the first 6 are mandatory.

MANDATORY CRITERIA	POSSIBLE SOURCES FOR DOCUMENTATION	DOCUMENTATION ATTACHED
A distinct legal existence	Articles of incorporation filed with the state and/or Letter from IRS showing Employer ID number	<input type="checkbox"/>
A recognized creed and form of worship	Articles of incorporation, By Laws, Church bulletin	<input type="checkbox"/>
A definite and distinct ecclesiastical government	Articles of incorporation, By Laws, or Organization Chart with titles and positions	<input type="checkbox"/>
Established places of worship	Church bulletin, Newsletter	<input type="checkbox"/>
Regular congregations	Church bulletin, Newsletter	<input type="checkbox"/>
Regular religious services	Church bulletin, Newsletter	<input type="checkbox"/>
SELECTED CRITERIA (choose 4)	POSSIBLE SOURCES FOR DOCUMENTATION	DOCUMENTATION ATTACHED
A formal code of doctrine and discipline	Articles of incorporation, By Laws	<input type="checkbox"/>
A distinct religious history	A brief written history	<input type="checkbox"/>
A membership not associated with any other church or denomination	Statement of mission, objectives and goals of the church signed by the pastor and three others	<input type="checkbox"/>
An organization of ordained ministers	Church bulletin or other published document listing the ministers or copy of Ordination certificates	<input type="checkbox"/>
Ordained ministers selected after completing prescribed courses of study	Copy of Ordination and diploma	<input type="checkbox"/>
A literature of its own	Newsletter or Sunday morning program	<input type="checkbox"/>
Sunday schools for the religious instruction of the young	Church bulletin, Newsletter	<input type="checkbox"/>
Schools for the preparation of its members	Copy of diploma with school name or list of school names	<input type="checkbox"/>

As a duly authorized officer of _____ (church name), I certify that this organization meets the requirements indicated for identification as a church and has not applied to the IRS for 501(c)3 status and been denied, or has not had its 501(c)3 status revoked by the IRS.

(Signature) Executive Director, Pastor, Etc.

(Date)

(Print Name)

***Sample Confirmation Letter on Church Letterhead
to accompany 14-Pt. Checklist***

Potential Agency Ministries 123
East Street
Sarasota, FL 34240 Date

Dear All Faiths Food Bank:

I, Jane/John Doe, am the Pastor and Chief Executive Officer of *{Potential Agency Ministries}*. I am writing to affirm that *{Potential Agency Ministries}* is in fact a church, defined by the IRS as a 501(c)3 equivalent (Pub. 557). Furthermore, Potential Agency Ministries complies with the spirit of the 14-point criteria employed by the IRS in defining a Church.

{Potential Agency Ministries} is incorporated under the laws of the State of Florida as a non-profit organization. Our articles of incorporation (copy attached) list our creed and form of worship. We are non-denominational and not affiliated with any other denomination and we have a distinct ecclesiastical form of government. We have met as a church continuously for the past 5 years, conducting regular worship and instruction at a regular place of worship. We have various Sunday school classes and our pastor is an ordained minister.

Sincerely,

Jane/John Doe
Executive Director, Pastor, Etc.

Enclosures: Articles of Incorporation
Copy of Pastor's Certificates of Ordination
By Laws
Brochure/Informative Documents