



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 *Agency Relations*, at (941) 379-6333 x172.

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 5-6)
- Application Packet (Enclosed)
- USDA Application Packet (For applicable programs)

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.

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 in on-line ordering and Link2Feed data entering, 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

All Faiths Food Bank conducts monitoring visits annually for all partner agencies. In most cases, the Food Bank will provide notification of all visits. However, 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 (3 years for TEFAP sites).
 - All partner agencies are required to utilize the client management system, Link2Feed.
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 monitoring visits, addresses any Food Bank related questions, and presents training workshops for member agencies.

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. Donated items are provided to agencies at no cost.

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 cost. 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). Purchased items may have a cost to the agency and will be listed at the time of order.

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 ensure 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 nor require clients to attend religious services or instruction 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, products may only be redistributed to approved member programs for use as described in the program's application.
- All programs are required to follow food safety and sanitation procedures set forth by applicable state and local statutes, 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. Many items are limited. Programs should order only what can be used in a reasonable amount of time.
- Agencies will be asked to sign invoices 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 invoice 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 invoices 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.
- All member agencies will be visited annually. 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 invoices must be kept on file for at least one year (3 years for TEFAP locations). Food Bank staff may ask to see these invoices 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 may be required.
- 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
 - ☐ 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
 - **For food pantry only:** StateFoodSafety Florida Food Handler course at <https://www.statefoodsafety.com/food-handler/florida-courses> (\$10 fee)
 - **For meal providers:** StateFoodSafety Food Safety Manager Certification at <https://www.statefoodsafety.com/food-safety-manager-certification/training-and-exam> (Fees varies depending on selected exam proctor options; \$46-\$50)
 - ☐ Copy of 501(c)3 Determination Letter
 - ☐ Copy of FL tax-exempt certificate
- 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 emailed to Darla Walters, Agency Relations Coordinator, dwalters@allfaithsfoodbank.org.



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 (if different)
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):	
Sunday	Do you have any requirements for individuals who use your services (i.e. must live in X County or zip code?)
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? <input type="checkbox"/> YES <input type="checkbox"/> NO
Is the dry storage shared with another program? <input type="checkbox"/> YES <input type="checkbox"/> NO
If YES, please explain:
What kind of cooling system does the dry storage have? <input type="checkbox"/> Central Air <input type="checkbox"/> Window Unit <input type="checkbox"/> Portable Unit <input type="checkbox"/> None <input type="checkbox"/> Other:
Is it possible to lock and secure each of your cold units, whether they be placed in the locked pantry or individually locked? <input type="checkbox"/> YES <input type="checkbox"/> 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? <input type="checkbox"/> YES <input type="checkbox"/> NO
If YES, please explain:
Who does your pest control and how often do they visit? <input type="checkbox"/> Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly <input type="checkbox"/> None <input type="checkbox"/> Other:

FUNDING/FOOD DONATIONS
What is your budget for this food program?
Do you request donations from clients or charge them for services offered? <input type="checkbox"/> YES <input type="checkbox"/> NO
If YES, please explain:
Is your organization reimbursed by local or federal government for services for client care? <input type="checkbox"/> YES <input type="checkbox"/> NO
Do the people receiving food from your organization contribute any services (volunteer hours) or money for the food? <input type="checkbox"/> YES <input type="checkbox"/> NO
If YES, please explain:
Do you regularly pick up donated food from any local farms, retail stores and/or grocery stores? <input type="checkbox"/> YES <input type="checkbox"/> 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 (407) 429-2096.**

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



PARTNER AGENCY AGREEMENT

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

This Agreement is effective _____ and supersedes any prior agreement by and between AFFB and the Agency.

The Agency agrees to comply with the policies, procedures, and recordkeeping requirements of the Food Bank. 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 Partner 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 people suffering with food insecurity 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.

AGENCY ELIGIBILITY

Eligibility to receive donated product from AFFB requires compliance with several 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 eligibility under IRS Regulation 170(e)(3), safe food handling, financial and inventory accountability, and administrative cohesion relative to the business practices between the Agencies and AFFB.

A. SERVICE AREA

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

B. NON-PROFIT STATUS

1. For eligibility to distribute donated product, the Agency must be one of the following types of organizations with supporting documentation to be provided:
 - a Public Charity, or an organization wholly owned by a Public Charity, that either:
 - i. was organized for and operates for the purpose of the care of and service to the ill, needy, or infants or
 - ii. uses donated product in a manner relating to and consistent with the organization's exempt purpose through programs that care for and serve the ill, needy, or infants.
 - a Church that cares for or serves the ill, needy, and/or infants.
 - i. If qualifying as a Church, the Agency must submit the IRS Church Qualifier Form, along with required documentation.

- 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 program expenses assessed by AFFB must come from the 501(c)3 organization or Church, not a personal account. 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.

GENERAL OPERATION REQUIREMENTS

The Partner Agency confirms and agrees to:

1. Pay the handling fees assessed by AFFB.
2. Comply with Section 170(e)(3) and other requirements for use and distribution of donated product.
3. Distribute donated products free of charge for use by the ill, needy and/or infants.
4. 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 or as otherwise prohibited under the current USDA nondiscrimination statement.
5. Maintain a procedure for determining that the final recipient of the donated product is ill, needy, or an infant, such as using self-declarations of need or other intake process.
6. Have established regular hours for food distribution with a minimum of one distribution per month. The Agency is responsible for updating AFFB of all schedule adjustments.
7. AFFB reserves the right to limit the amount of food items available to any Agency.
8. Display the AFFB designated signage at each Partner location. In addition, each Partner must display where practical on all letterheads, literature, brochures, etc. produced by the local agency, the Proud Partner All Faiths Food Bank logo and/or an approved phrase. Finally, the Partner must include in all public service announcements, news releases, articles, advertisements, etc. wording to the effect that the organization is an *"All Faiths Food Bank Partner."*

The Partner Agency will not:

1. Use donated products in their operations or upkeep.
2. Use any donated product for business meetings, including without limitation, committee meetings and other functions where business is conducted.
3. Use donated products in connection with fundraisers or events.
4. Consume any donated product (food or non-food), including consumption of beverages by staff or volunteers when carrying out assigned duties.
5. Use donated products to compensate or provide incentives to staff or volunteers.
6. Trade, sell, or barter any product received from AFFB or through Enabled Donor Pick-Up in exchange for money, other properties, or services.
7. Use products acquired from AFFB for other programs not previously approved in the Partner Agency Application.
 - *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, without prior approval.*
8. Engage in sub-distribution of products received from AFFB without a signed agreement from the Food Bank.

9. Participate in an Enabled Donor Pick-up Program without a signed agreement from the Food Bank.
10. Charge recipients any fees for donated products.

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. The Agency confirms and agrees to:

1. Allow regular AFFB on-site monitoring.
 - AFFB will conduct an on-site visit of each Agency location prior to application approval.
 - AFFB strives to monitor annually, but will, at minimum, monitor once every two years, unless designated as a participating USDA site, which requires annual monitoring.
 - AFFB may visit any Agency more frequently and without prior notice.
 - Monitoring visit results will be shared with the Agency and a plan of action or remediation will be jointly created and implemented, if needed.

FOOD SAFETY

The Agency confirms and agrees to:

1. Receive, store, transfer, use, and handle all products safely and properly in accordance with applicable law.
2. At least one representative from the site must be designated as responsible for the safe storage, handling, and preparation of food. All staff and volunteers involved in food handling should have a basic level of food safety training. Proof of food safety training is required and should be maintained onsite.
3. Establish a pest control account with minimum quarterly treatments and as needed.
4. When transporting products, the Agency will do so in a manner that prevents contamination and adulteration, including, without limitation, the following requirements:
 - Temperature Controlled for Safety (TSC) foods must be staged, transported, and held at temperatures appropriate to the relevant food item (i.e. safe temperatures for hot or cold TCS foods).
 - Temperatures must be taken in all areas where food is stored. Temperatures must be recorded on a Temperature Log each time the pantry is accessed or weekly, whichever is greater. Temperature logs should be retained for at least one year, unless a participating TEFAP site, which requires three years.
 - When transporting TCS foods, Disaster Feeding Partners must use a visible active temperature retention system (i.e. refrigerated vehicle) or a passive temperature retention system (i.e. insulated coolers or bags, thermal blankets, cambros) for the safe transport of cold or hot food.
 - All vehicles used for transporting products must have clean food storage areas and be maintained to prevent contamination or adulteration of the transported product.
5. Host Site staff and/or volunteers must oversee that AFFB product is routed from the drop-off point to the appropriate storage area in the site to ensure food safety.
 - Food must be stored in a secure, sanitary, and temperature-controlled place away from cleaning materials and toxic chemicals.
 - All food must be stored 6 inches off the floor, away from the wall and 6 inches below the ceiling.

SERVICE REQUIREMENTS

The Agency will ensure the fair distribution of food while maintaining the civil rights and dignity of recipients and agrees to:

1. Be open 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 AFFB 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.*
2. Use the network-wide computerized record keeping system, *Link2Feed*, to track client usage of food programs.
 - The Agency will take appropriate administrative and technical measures designed to protect individual privacy and data confidentiality and security.
3. Maintain established regular hours for food distribution. The Agency is responsible for updating AFFB of all schedule adjustments.
4. Maintain records reflecting the total amount of product received from AFFB, including product received through an Agency Partner Enabled Donor Pick-Up Program. The Agency will keep the records of product received on file for a minimum of one year from date of receipt, unless designated as USDA product, which requires a minimum of three years. The Agency does not need to keep a specific record of individual amounts distributed to specific recipients.
5. 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.
6. Treat recipients with respect and dignity.
7. Adhere to additional donor stipulations, when applicable.

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 team will provide recommendations, based on their investigation, to AFFB, who has the authority to place agency partners 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, AFFB 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 AFFB.

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 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.
- Agency fails 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

The Agency may be suspended without first being placed on probation if it is found to have one or more violations. An agency partner 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, an agency partner 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 AFFB. 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 AFFB and will be provided in writing.

Partner 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, including use by ineligible volunteers or staff, use for fundraising and events, and/or for other non-program-related 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, holding and/or hoarding product, etc.
- Staff or volunteers of the Agency display blatant disregard or disrespect for Food Bank policies and/or Food Bank staff, clients, 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 executive representative 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 state, local, or federal law, Feeding America, or Food Bank policy eliminate the eligibility of the Agency.

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 Director of Community Partnerships or Chief Program Officer (CPO): All Faiths Food Bank, 8171 Blaikie Court Sarasota, FL 34240. Appeals will be heard by the CPO.

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 acknowledges as follows:

1. All items are accepted in "as is" condition.
2. The original donor, AFFB, and Feeding America offer no express warranties in relation to the donated product.
3. Release the original donor, AFFB, and Feeding America from any liabilities resulting from donated product.
4. Hold harmless and indemnify the original donor, AFFB, and Feeding America from any claims or obligations arising from donated product, or conditions or activities at Agency Partner locations.

Both parties, by signing below, hereby acknowledge that each is freely and voluntarily entering into this agreement, having read, understood, and agreed to the terms as outlined.

All Faiths Food Bank, Inc.

Name of Agency

Nelle S Miller, President & CEO

Agency Representative

Date

Date

Reviewed by Agency Relations Representative: _____

Date: _____