



New Agency Church Application



Church Application Table of Contents

Items included:

- Application Checklist
- Agency Guidelines
- Agency Regulations
- SAFB Driving Directions
- General Information
- Food Program Information
- Referral Information
- Church Qualifier
- Criteria for Participation
- Probation and Suspension Policy
- Approval of Governing Body
- Release
- USDA Foods Agreement
 - Attachment A – Emergency Food Assistant Program
 - Attachment B – Eligibility Criteria
 - Attachment C – EFO Sub Outlet
 - Attachment D – Storage Facilities
 - Attachment E – Nondiscrimination Statement
 - Attachment F – TEFAP Rights
 - Attachment G – Child Nutrition Audit

Attachments to Provide

- Agency Governing Body List
- Articles of Incorporation or By-Laws
- Copy of Charter/ Covenant/ Creed of the Church (church Beliefs)
- Detailed Budget



SAFB Application Checklist

Please review the below checklist and make sure you have all appropriate and supporting documents to return to us for a COMPLETE Application.

Application Signed and Completed documents (included in Application)

- ☐ Signature Page – Agency Guidelines and Regulations
- ☐ General Information Worksheet
- ☐ Driving Directions Worksheet
- ☐ Referral Information Worksheet (If Applicable)
- ☐ Completed and Signed Church Qualifier
- ☐ Signed Participation Agreement
- ☐ Signed Probation & Suspension Policy
- ☐ Signed Approval of Governing Body
- ☐ Signed Release Statement
- ☐ Completed and Signed USDA Foods Agreement

Additional Attachments to Provide

- ☐ Agency Governing Body List

Please Include the following:

- Name
- Mailing Address
- Telephone and Email Address

- ☐ Articles of Incorporation or By-Laws
- ☐ Copy of Charter/ Covenant/ Creed of the Church (Church Beliefs)
- ☐ Detailed Budget

By signing below, I have verified that all the information above is completed and included in my packet for return to Selma Area food Bank. I have checked my documents thoroughly and have included all requested information required. I know that any information I fail to present to SAFB within a suitable time frame may require me to prepare an additional application OR forfeit my ability to participate as a partner agency with SAFB for one full year.

X

Agency Director (Pastor)

Date:

X

Agency Food Program Director Date:



SAFB Agency Guidelines

Please ensure your agency is obeying all the following guidelines and regulations.

Storage Site –

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

Budget (THIS IS VERY, VERY IMPORTANT) –

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

Staffing –

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

- stock food on the shelves, make up boxes or bags of food.
- conduct client intake.
- clean and maintain the facility.
- attend meetings and training sessions.
- do distribution record keeping and write reports.

Transportation –

- You will need reliable transportation for collecting food from the food bank.
- Vehicles must be large enough for the size of your program.
- The food bank offers delivery for a fee. Should you need delivery of your product, you will be at the discretion of the SAFB and their available times and appointments.

Client Eligibility –

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

Record Keeping –

- Regular Temperature Records
- Document the poundage that you distribute. (It helps donors know how their donations are being used).
- Feeding America and USDA **require annually updated** records reflecting:
 - ✓ Date of distribution
 - ✓ Client's name and address
 - ✓ Number of people in the household
 - ✓ Number of pounds distributed.
- Regular Inventory Reports after a distribution and whenever new inventory is added.
- Client signatures at the time of product distribution.



SAFB Agency Regulations

Basic programs partner agencies usually operate:

- **Food pantries** where clients receive unprepared food from the food bank.
- **On-site feeding** where food is prepared and served on site or delivered to persons in need.

Additional programs available to partner agencies:

- **CSFP: Commodity Supplemental Food Program.** This program is offered to senior citizens 60 or older. CSFP provides a food box to eligible seniors monthly. Agencies must have at least 10 registrants minimum to be included in the program.
- **Brown Bags:** A monthly program offered to homebound and/or handicapped/disabled individuals. Agencies are required to deliver bags to each registrant. A minimum of 10 registrants is required to be included in this program.
- **School Backpack program:** Our backpack program is limited to school aged children who rely on the meals they receive in school. This program is provided during week-long school holidays and vacations. Agencies interested in the backpack program would be required to distribute to a full school. For instance, if your agency wanted to deliver to a local elementary school then all grades of that school would be distributed to not just a select few. Agencies are required to complete a backpack program application before being considered for the program.

Foods available at the Food Bank:

- **Remember:** Some food is donated so we can rarely predict what we will have or when.
- A wide variety of non-perishable foods, as well as refrigerated and frozen products.
- Cleaning, hygiene, and baby care items are occasionally available.

Eligibility requirements for individuals to receive food from your agency:

- Chronic illness or disability.
- Being too old or too young to work.
- Having an income that does not provide for all the basic needs of the individual or family.
- Victims of natural disasters or domestic violence/abuse would also be eligible.
- If in doubt as to whether a client is eligible call the Selma Area Food Bank.

Costs and savings involved in being a Partner Agency:

- The primary cost to the agencies is a small Share Handling Fee (SHF) for food received.
- Currently SHF is \$0.19 a pound, but the SHF is subject to change without prior notice.
- VAP (Value Added Product) is products that we receive with costs more than the \$0.19 per pound. This product can range in canned/dry goods to meat to household supplies.
- A huge savings is realized when compared to the grocery store.

Method of SHF (Shared Handling Fee) payment:

- Payment is made at the time of shopping.
- **We accept church or agency checks ONLY.**
- **No personal checks are accepted.**

Scheduling Appointments and Placing Orders:

- Appointments must be made **PRIOR** to placing a food order.
- Weekly/Monthly standing appointments are no longer available. Agencies **MUST call to schedule an appointment to get on our schedule.**
- To place a food order, visit our website: www.selmafoodbank.com click the tab that says “agency” in the top right-hand corner of the screen then scroll to the bottom to find our current inventory list. After viewing the list and making note of the product and case count you would like to order email: jennifer@selmafoodbank.com.
- Pre-orders **CANNOT** be changed upon placement. **ALL** orders are pulled as they come in and therefore cannot be changed after the order has been received. **NO ADD-ONS AND NO REMOVALS.** Should you want to Add-on to your order an additional appointment will need to be made, **UNLESS** you have previously spoken to office personnel and an arrangement has been made.
- Our business operates by Pre-Order **ONLY**. Updated inventory lists can be found on our website.

Fees and Penalties:

- **Appointment Late Fee:** Should you miss your scheduled 30-minute time slot you will be assessed a \$25.00 Late Fee. This fee **MUST BE PAID** prior to making additional appointments. Should Your agency incur 6 or more late appointments annually then your agency will be prohibited to shop with Selma Area Food Bank for 1 full year. Upon which your agency would be required to re-submit an agency application to be considered for re-admittance.
- **Delivery Fee:** Deliveries to your location are available, however delivery date and time is subject to availability. You will also incur a delivery charge based on mileage. \$120.00 per 30-mile radius from The Selma Area Food Bank.
- **Delivery Penalty Fee:** Should your agency miss your scheduled delivery time you will be charged an additional \$120.00 per 30-mile radius from The Selma Area Food Bank. And if your agency schedules a second delivery time you will be charged a second delivery fee (please see above for delivery rate). Should your agency miss any two delivery times within an annual period then delivery will cease indefinitely for your agency.
- **Mobile Pantry Fee:** All mobile pantries delivered will incur a \$250.00 Fee, this amount will help with fuel costs associated with mobile pantry deliveries as well as secure more goods and products for distribution. Mobile food pantries are offered to all participating SAFB agencies; however, there is a limited number of mobile pantries we provide annually. And they are on a first come first served basis we start enrolling for the following year in November and December and we usually wrap up the process by the end of January.

Other requirements asked of partner agencies: (attached forms)

- Required to keep records that demonstrate how the food is used once it leaves the Food Bank.
 - **USDA Temperature Logs** – Should you have food stored on site these forms will need to be filled each day you have food stored on the premises.
 - **USDA Inventory Sheets** – these are required to be filled **each time** you purchase USDA items from SAFB. They should also be completed once you distribute the product to the public.
 - **Monthly Client Sheets** – These sheets must be filled out each month and kept in **YOUR** records. You must have them on hand when you are audited.
 - **Client Eligibility Forms and Signature Sheets**- These forms are updated by USDA

annually and you can find the updated forms on the website (www.selmafoodbank.com). All individuals receiving food from your agency must have a client eligibility form on file and they **MUST** sign the signature sheet **EACH** time they receive food.

- These records are audited periodically by a SAFB representative and/or USDA representative.
- Required to store food in a safe and secure manner, to ensure that the food handed out is suitable for consumption.
- **EVERY** agency is subject to a routine unannounced visit by SAFB staff and/or administration on any of their distributing days.

Distributing Food:

- Please make sure your agency has adequate needs for distributing food. Staffing either paid or volunteers need to provide prompt, kind, and non-discriminatory service to all clients. Remember we are here to help people with their needs not hinder, judge, or be unkind to anybody asking for help.
- **IF ANY AGENCY** is caught selling the food product or **REQUIRING** donations for a client to receive a food box that participating agency will be subject to a course of action including but not limited to a meeting with the staff and board director from SAFB, suspension or possible termination from participating in any food program with SAFB in the future.

If you still have questions:

- ***Call the Selma Area Food Bank at: (334) 872-4111.***

Please retain a copy of the above guidelines and regulations for your agency records.

Return the original signed documents to Selma Area Food Bank.

X

Agency Director (Pastor)

Date:

X

Agency Food Program Director

Date:

**Physical Address of Agency:**

Detailed Directions:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



Selma Area Food Bank
Church Application
General Information

Please fill in ALL the information requested. It is imperative the entire application is completed prior to returning it to our office for review.

Name of Agency: _____

Mailing Address: _____

Physical Address: _____

County: _____ Agency Phone #: _____

Agency Email Address: _____

It is mandatory to give us an email address. This email should be one that is checked on a regular basis. ALL information from the Food Bank is sent via email.

Agency Food Program Director Name: _____

Primary Contact #: _____

Secondary Contact #: _____

Email Address: _____

Pastor of Agency Name: _____

Primary Contact #: _____

Secondary Contact #: _____

Email Address: _____

Approved Agency Representatives: (These are people approved by your agency to make appointments, place orders and/or pick up food at the food bank on behalf of the agency)

1. Representative Name: _____ Phone #: _____

2. Representative Name: _____ Phone #: _____

3. Representative Name: _____ Phone #: _____

Should you have additional representatives to list, please include an attached list of names and phone numbers.



**Selma Area Food Bank
Church Application
Food Program Information**

Distribution Location:(Complete If different location from Agency Location, please include directions)

How is your agency funded? (Grants, donations, etc.)

As a Food Bank Partner Agency, you are able to participate in several ways. Please take the time to read each of the sections below and complete each section that applies to your agency.

☐ A. Emergency Food Package Program (you will be providing food to those in need of one-time or short-term food assistance)

1. How many households per month are you currently serving, or do you plan on serving?
2. Do You Accept Walk-ins? ☐ Yes ☐ No
3. Will you accept Referrals? ☐ Yes ☐ No
4. Do you require people to attend church services and/or work in exchange for food? ☐ Yes ☐ No

If yes, please explain:

☐ B. Supplemental Food Package Program (you will be providing bags/boxes of food on more of a regular basis to help supplement a households food needs)

1. How many households per month needing emergency food are you currently serving, or do you plan on serving?
2. Do You Accept Walk-ins? ☐ Yes ☐ No Referrals? ☐ Yes ☐ No
3. Do you require people to attend church services and/or work in exchange for food? ☐ Yes ☐ No

If yes, please explain:

4. What days and hours are you open to help people?

5. Do you charge and/or require donations for food? ☐ Yes ☐ No

If yes, please explain:



**Selma Area Food Bank
Church Application
Food Program Information (continued)**

☐ C. Residential Program (delivering food boxes/bags to clients)

1. How many Individuals are in your program? _____
2. How many times do you deliver (weekly, monthly, etc.) and what days/times do you deliver? _____
3. Do you charge and/or require donations for food? ☐ Yes ☐ No (If Yes, Please Explain) _____

☐ D. On-Site Feeding Programs (ex. Soup kitchen; your agency will be cooking and serving meals to walk-in clients and regular clients on a daily or occasional basis)

1. How many Individuals are in your program? _____
2. How many times do you deliver (weekly, monthly, etc.) and what days/times do you deliver? _____
3. Do you charge and/or require donations for food? ☐ Yes ☐ No (If Yes, Please Explain) _____

☐ E. Meals on wheels Program (delivering cooked/prepared meals to clients)

1. How many Individuals are in your program? _____
2. How many times do you deliver (weekly, monthly, etc.) and what days/times do you deliver? _____
3. Do you charge and/or require donations for food? ☐ Yes ☐ No
4. (If Yes, Please Explain) _____

Specialized Programs at SAFB

☐ Mobile Pantry Program – serves between 150-300 households; 10 pallets of mixed food and household items are delivered to your agency site for distribution to the public. The cost is \$250.00 per mobile pantry effective January 1, 2023. You must schedule these in advance with our office personnel.

☐ CSFP Senior Program – serves seniors 60+ within USDA regulated income guidelines. This is a pre-approved program and requires completed CSFP client applications, a waiting list is already established; however, we are always willing to accept new clients. This is a free funded program and there is no cost to the agency.

☐ SAFB Brown Bag Program – serves homebound and/or disabled individuals; these individuals are individuals of any age not able to drive (due to an impairment or disability) to a food distribution site to receive supplemental foods. Completed client applications are required to be submitted for this program. A minimum of 10 participants is required before you are eligible to receive products. **ALL PRODUCTS RECEIVED MUST BE DIRECTLY DELIVERED TO THE ENROLLED CLIENTS BY THE PARTNER AGENCY.**

☐ SAFB School Backpack Program – serves poverty-stricken children during periods of school holidays/vacations. An agency wanting to participate in this program must be willing to commit to an entire school and not just individual grades. The agency will be required to set up fundamentals with the school regarding distributions. SAFB will provide one week's worth of snacks/meals to the partner agency for the number of kids within their requested school. Any one Agency may only request to help one school within the service area. This program will allow for 1 FREE distribution during one of the following times: Fall Break, Winter Break, Spring Break, or Summer Break. Should your agency want to distribute within the backpack program additional times, a charge of \$5.00 per student enrolled will be required to be paid by the affiliated agency before the product will be delivered. A completed Backpack program application must be on file for your agency before you are able to participate in the program.

Should any of the above information change at any given time I will notify SAFB immediately. Failure to do so may result in suspension and/or probation for your agency.

X

Agency Director (Pastor)

Date:

X

Agency Food Program Director Date:



Selma Area Food Bank Referral Information

Please Note: if you agree to referrals, your information will be given to those who call requesting food assistance.

The Selma Area Food Bank relies on our partner agencies to distribute food to the individuals that need it most in our service area. If you are interested in being available as an agency people can go to for assistance, please complete the worksheet below. These questions will help us direct people accurately to your program.

Name of Church:

Physical Address:

Primary Referral Contact Person:

Phone #:

Secondary Contact Person:

Secondary Contact and Phone Number:

Are you able to deliver food to a client if they are unable to come to you? ☐ Yes ☐ No

Please list your days and hours of operation:

<input type="checkbox"/> Monday	Time: _____
<input type="checkbox"/> Tuesday	Time: _____
<input type="checkbox"/> Wednesday	Time: _____
<input type="checkbox"/> Thursday	Time: _____
<input type="checkbox"/> Friday	Time: _____
<input type="checkbox"/> Saturday	Time: _____
<input type="checkbox"/> Sunday	Time: _____

If you do not have specific days and hours of operation, do you help on an as needed basis?

☐ Yes ☐ No

What specific items do you require, if any, when someone comes for assistance? (Picture I.D., proof of residence, etc.)



Selma Area Food Bank Church Qualifier Form

The Internal Revenue Service (IRS) uses 14 characteristics to determine an organization qualifies as a church. In accordance with this provision, an organization that functions as a church must certify that at least ten of these characteristics are evidenced by their program. The Characteristics are as follows, please check all that apply:

- ☐ 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 distinct religious history
- ☐ A membership not associated with any other church or denomination.
- ☐ A complete organization of ordained ministers ministering to their congregations.
- ☐ Ordained ministers are elected after completing prescribed courses of study.
- ☐ A literature of its own
- ☐ Established places of worship
- ☐ Regular congregations
- ☐ Sunday Schools for religious instruction of the young
- ☐ Schools for the preparation of its ministers

Total: _____

Name of Agency: _____

I, _____, as church pastor, certify that this organization meets the requirements for identification as a church. I have checked a minimum of ten (10) qualifiers above.

X _____
Agency Director (Pastor) Date:

X _____
Printed Name (Pastor) Date:

X _____
Agency Food Program Director Date:

X _____
Printed Name Date:



**Selma Area Food Bank
Agency Agreement
Criteria for Participation**

Agency Name: _____

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

1. Must have a 501(c)(3) exempt status with the IRS or be an established church.
2. Must serve the ill, needy and infants. Agencies will not engage in discrimination in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
3. Must have a local presence with a physical location. This location CANNOT be a personal residence.
4. Must serve food directly to its clients in the form of meals or distribute packaged food for emergencies.
5. Must not sell, transfer, barter or offer for sale the items supplied by SAFB in exchange for money, property, or services or otherwise allow the items to reenter commercial channels.
6. Agencies may only distribute donated products directly to their clients.
7. Agencies may not distribute donated products to other food bank member agencies, non-food bank member agencies, organizations, or business entities.
8. Must not distribute donated products outside the United States and Puerto Rico.
9. Must not solicit contributions from food recipients nor charge recipients a membership fee.
10. Must not require food recipients to attend worship services, classes, etc., as a condition for receiving SAFB food.
11. Must not use SAFB food as refreshments for business meetings, fund raising or other functions.
12. Must provide transportation to pick up food at the SAFB warehouse.
13. Must have adequate refrigeration and clean, secure, off-the-floor storage space to ensure the integrity of the food until used and/or redistributed.
14. Must be agreeable to monitoring by a panel of community persons and/or SAFB personnel.
15. Must agree to maintain a record keeping system of accountability, including client distribution records and a three-year file of all SAFB receipts, which must be cosigned and dated.
16. Must immediately report to the police any loss of food by theft and submit a copy of that report to SAFB. Any loss by fire or other mishap must also be reported to SAFB.
17. Must be agreeable to supporting the operation of SAFB with a shared handling fee (SHF) for the food received, payable upon receipt or by pre-approved credit.
18. Must agree to VERBALLY notify SAFB of any shopping appointment that cannot be fulfilled at least **one full business day** BEFORE the appointment. If not properly cancelled, it is understood that there will be a \$25 fee that must be paid before being allowed to shop again.

19. The agency recognizes and agrees that its participation in the food bank program is a privilege granted to it at the discretion of the SAFB, and the SAFB reserves the right to terminate the agency's participation at any time without notice and with or without cause.
20. Must in accordance with Federal law and U.S. Department of Agriculture policy, prohibit from discriminating based on race, color, national origin, sex, age, or disability.
21. Violation of any of these criteria will result in the MAFB utilizing the Probation/Suspension Policy,
which is attached hereto.

X

Pastor/ Director Signature

Date



Selma Area Food Bank

Probation and Suspension Policy

Introduction

Member agencies participate in the Food Bank Program as a privilege granted at the discretion of Selma Area food Bank (hereafter referred to as SAFB). Prior to membership, the SAFB shall conduct an onsite visit of each agency as part of the approval process. When the agency's application for membership has been approved, then SAFB shall conduct periodic monitoring visits of the member agency to ensure compliance with the Criteria for Participation in the Selma Area Food Bank (hereinafter referred to as the Criteria). These visits will occur once during the first year and once every two years thereafter, although the SAFB has the right to monitor each member agency, spontaneously, at any time and without notice.

Probation

If SAFB is made to believe that a member agency has failed to comply with the Criteria, the agency may be placed on probation for a period of three (3) months. The decision to place a member agency on probation shall rest with the Executive Director of the SAFB or its Board of Directors. In the event probation is imposed, the SAFB will serve upon the member agency written notice of the probationary status and an explanation of the causes and effects of the action. The member agency may contest the imposition of probation by submitting its reasons in writing to the SAFB's Board of Directors. The Board of Directors will consider the member agency's submission at its next regularly scheduled Board Meeting.

The purpose for probation is to alert a member agency of possible non-compliance and provide it an opportunity to bring its program into compliance. Food Bank staff will decide what, if any, restrictions will be placed on the agencies during the probationary period. At the end of the probationary period, the Executive Director shall review the member agency's situation and shall decide to (1) terminate probation, (2) extend the probationary period, or (3) proceed with suspension.

Suspension

The SAFB may suspend a member agency from further participation in the Food Bank Program if (1) a member agency has completed a probationary period and has failed to satisfy the SAFB that its program is in compliance, (2) the SAFB is made to believe that the member agency has exchanged donated food or other SAFB products for money, property or services or for using donated food for private use, or (3) the SAFB concludes that it is in the best interest of the Food Bank Program that the member agency is suspended. The authority to suspend a member agency rests with the Executive Director of the SAFB or its Board of Directors. Immediately upon suspension, a member agency shall not participate in the Food Bank Program and forfeits all privileges it may have with the SAFB. An agency may contest the imposition of suspension by submitting in writing its reasons to the Board of Directors of the SAFB. The Board of Directors will consider the agency's submission at its next regularly scheduled meeting.

Acknowledgement

This is to acknowledge that I have read, understand, and agree to the above Probation and Suspension Policy for the Selma Area Food Bank.

X

Pastor/ Director Signature

Date



Selma Area Food Bank
Approval of Governing Body

Agency Name:

Wishes to participate as a member of the Selma Area Food Bank. We are not currently affiliated with any other food bank and will not be in the future.

Please accept the completion of this letter as your said agency is receiving permission from the governing body to pursue a business relationship as a partner agency with Selma Area Food Bank.

X

Agency Director

Date:

X

Food Program Director

Date:

X

Chairman/ President/ Deacon Date:



Selma Area Food Bank Liability Release

Whereas the Selma Area Food Bank (hereinafter referred to as SAFB) has offered to provide and supply certain food, foodstuffs and related items, as available, to:

_____ a church, and whereas, the agency has warranted to SAFB that all items received will be duly inspected by a qualified member of its staff and found fit for human consumption or they will not be accepted.

Therefore, the beneficiaries hereby warrant, represents, and guarantees as follows:

1. Agency has been awarded status of a 501(c)(3) charity or is, in fact, an established church.
2. SAFB, Feeding America, and primary donor have specifically disclaimed any warranties or representations, expressed or implied, as to the purity or fitness for consumption of any or all such donated items.
3. All items received are accepted in AS IS condition.
4. Agency agrees to inspect the food as soon as receiving it to determine whether the food is fit for human consumption. If not, the Agency will immediately discard any unfit food and advise SAFB. The Agency is not responsible for hidden, unobservable defects that are defects which a prudent inspection would not disclose.
5. Agency agrees to store all acceptable food in the manner as is appropriate given the nature of the various food products.
6. Agency agrees to immediately destroy and/or discard any food upon noticing that such food may not be fit for human consumption.
7. Agency will serve the products as soon as possible to provide maximum palatability and freshness.
8. Agency agrees to comply with all laws and ordinances concerning the storage, preparation, and distribution of food.
9. That Agency hereby warrants and guarantees to the SAFB, Feeding America, and to the primary donor that it will hold them harmless from 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 Agency in connection with its storage and/or use of the items supplied to it by SAFB.
10. Agency agrees to notify the SAFB whenever it receives notice of any claim of liability with respect to the food.
11. Agency will use the items only in a use related to its exempt purpose and solely for the feeding of the ill, the needy or infants.
12. Agency will neither offer for sale, sell, transfer nor barter the items supplied by the SAFB in exchange for money, other properties, or services.
13. Any restriction placed on the use or distribution of the donor, such as restriction of food to use in meals prepared on the premises of the Agency organization, will be strictly adhered to.
14. Must be agreeable to monitoring by a panel of community persons and/or SAFB personnel.

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

X

Agency Director Signature

Date:

X

Food Program Director

Date:

USDA FOODS AGREEMENT
BETWEEN ELIGIBLE RECIPIENT AGENCY AND
THE ALABAMA STATE DEPARTMENT OF EDUCATION
CONTRACTED FOOD BANK

THE EMERGENCY FOOD ASSISTANCE PROGRAM
RECIPIENT AGENCY

Name of Eligible Recipient Agency (ERA)

Street Address

Mailing Address

City Alabama State Zip Code

(A/C) Telephone Number

Area to be served (city, county, etc.) _____

Number of households expected to serve per month: _____

The ERA is public ☐ private non-profit ☐

The ERA is an agency distributing to households (Food Bank/Pantry) YES ☐ NO ☐

The ERA is an agency providing prepared meals (Soup Kitchen) YES ☐ NO ☐

(For all non-governmental agencies, excluding church sponsored agencies, a copy of the letter from IRS indicating the tax-exempt status must be attached or provided to the Food Bank before the Agreement can be finalized).

Is the 501(C) (3) letter from IRS indicating the tax-exempt status attached? YES ☐ NO ☐

Local health department approval (is) (is not) required for operation of the food distribution site(s). If local health department approval is required, then the ERA (does) (does not) have such approval.

In order to effectuate the purposes of implementing the Hunger Prevention Act (P.L. 100-435), the Alabama State Department of Education (ALSDE) contracted Food Bank, hereinafter referred to as the "Food Bank," and The Eligible Recipient Agency, hereinafter referred to as the "Recipient Agency," whose name and address appear above agree as follows:

The Food Bank agrees to distribute to eligible Recipient Agencies in accordance with the Regulations set forth by the United States Department of Agriculture (USDA), 7 CFR, Parts 250 and 251, those USDA foods that are made available by the USDA and as described in the ALSDE **TEFAP Distribution Plan, Attachment A.**

A. The Recipient Agency agrees to:

- (a) Comply with all provisions of this Agreement and amendments thereto, Federal regulations 7 CFR, Parts 250 and 251, and any instructions, policies, or procedures issued in connection therewith.
- (b) Ensure compliance with all requirements relating to food safety and food recalls.
- (c) Receive, store, and distribute USDA foods as ordered.

- (a) If applicable: select other recipient agencies, as defined in 7 CFR §250.2, to receive USDA foods for distribution to eligible persons, or for use in meals provided to eligible persons, in accordance with **State Eligibility Criteria, Attachment B**. Food Banks for TEFAP must enter into a written agreement with other recipient agencies prior to the distribution of USDA foods to them. The agreement must be considered permanent, with amendments to be made as necessary, except that agreements must specify that they may be terminated by either party upon 30 days written notice.
- (b) If applicable: Maintain a list of all member (recipient) agencies who are eligible and have entered into a written agreement to receive and further distribute USDA foods and/or administrative funds. Ensure that the member (recipient) agencies also maintains similar list of their agencies.
- (f) Specifically, the Recipient Agency agrees to conform to the following requirements:
1. *Safe storage and control.* Provide facilities for the handling, storage, control and distribution of USDA foods that properly protect against theft, spoilage, damage, or other loss. Accordingly, such storage facilities must maintain USDA foods in sanitary conditions (free from rodent, bird, insect, another animal infestation), at proper storage temperatures and humidity. Rotate stock utilizing product expiration date. Store USDA food off the floor and away from walls in a manner to allow for adequate ventilation. Take other protective measures as may be necessary. USDA foods shall not be sold, exchanged, or otherwise disposed of without the approval of ALSDE. No individual should be charged for foods distributed. If applicable, complete and return with this signed agreement, **Attachment C, Storage Facilities**, giving a description of each storage facility where USDA foods will be stored.
 2. *Inventory management.* Stock and space foods in a manner so the USDA foods are labeled and readily distinguished from other foods and maintain separate inventory records of the USDA foods. Maintain accurate and complete signed records to document the receipt, disposal, and perpetual inventory of each USDA food item received, as instructed by ALSDE. Notify the Food Bank of USDA food losses and take further actions with respect to such food losses, as directed by ALSDE.
 3. *Inventory limitations.* Inventories of each category of USDA food may not exceed an amount needed for a six-month period, unless the food bank has obtained approval from ALSDE to maintain larger inventories.
 4. *Inventory protection.* Obtain insurance to protect the value of USDA foods at its storage facilities. Reasonable insurance premiums required under this part may be paid for with program administrative funds. The amount of insurance must be at least equal to such agency's average monthly value of month-end USDA food inventories in the previous fiscal year using the USDA purchase price (cost-per-pound) valuation.
 5. *Distribution and control of USDA foods.* Distribute and provide food in accordance with the priority system set forth in the TEFAP Distribution Plan (see attachment A). Through member (recipient) agencies distribution of food to needy households may be done at their site(s), or the Recipient Agency may distribute through other organizations called sub-outlets/partner distribution organizations (PDOs) which, in turn, distribute to needy households through their own site(s). Sub-outlets may not be added without prior approval of the ALSDE. If applicable, an **Attachment D, ERA Sub-outlets**, must be provided as part of this Agreement for each sub-outlet.
 6. *Eligibility determinations.* Ensure that the organizations applying for participation in the program meets the definition of an eligible "recipient agency" and meet the following criteria:
 - (1) *Agencies distributing to households.* Organizations distributing USDA foods to households for home consumption must limit the distribution of USDA foods provided under this part to those households which meet the eligibility criteria established by the ALSDE (see attachment 8).
 - (2) *Agencies providing prepared meals.* Organizations providing prepared meals must demonstrate, to the satisfaction of the food bank to which they have applied for the receipt of USDA foods or administrative funds, that they serve predominantly needy persons.
 7. *Tax-exempt status.* The food bank and its member (recipient) agencies must comply with The Emergency Food Assistance Act of 1983 which requires that an eligible recipient agency must be "nonprofit" per 7 U.S.C. 7501(3) and does not appear on the Automatic Revocation of Tax-Exempt Status List (List), prior to approving

new Food Pantries, Soup Kitchens or secondary congregate feeding sites for the distribution of USDA foods. TEFAP regulations at 7 CFR 251.5(a)(3) establish that Private organizations must:

- (a) Be currently operating another Federal program requiring tax-exempt status under the Internal Revenue Code (IRC), or
- (b) possess documentation from the IRS recognizing tax-exempt status under the IRC, or
- (c) if not in possession of such documentation, be automatically tax exempt as "organized or operated exclusively for religious purposes" under the IRC, or
- (d) if not in possession of such documentation, but required to file an application under the IRC to obtain tax-exempt status, have made application for recognition of such status and be moving toward compliance with the requirements for recognition of tax-exempt status. If the IRS denies a participating organization's application for recognition of tax-exempt status, the organization must immediately notify the food bank, which will terminate the organization's agreement and participation immediately. If documentation of IRS recognition of tax-exempt status has not been obtained and forwarded to the food bank within 180 days of the effective date of the organization's approval for participation in TEFAP, the food bank must terminate the organization's participation until such time as recognition of tax-exempt status is actually obtained, except that the food bank may grant a single extension not to exceed 90 days if the organization can demonstrate, to the food bank's satisfaction, that its inability to obtain tax-exempt status within the 180 day period is due to circumstances beyond its control. It is the responsibility of the organization to document that it has complied with all IRS requirements and has provided all information requested by IRS in a timely manner.

For Active Agencies: Should any recipient agency appear on the List, the food bank or its member (recipient) agencies must notify the organization in writing that it has 30 days to provide documentation that it has applied for reinstatement of tax-exempt status or it will be terminated from TEFAP. The organization then must forward documentation of IRS recognition of tax-exempt status to the Food Bank within 180 days of the above-mentioned notification. The Food Bank may grant one 90-day extension if the organization can demonstrate that its ability to obtain appropriate status during the initial period was due to circumstances beyond the its control.

Recipient Agencies shall periodically, but no less frequently than annually, review and maintain a copy on file of the IRS Automatic Revocation of Exemption List, to ensure that agencies contracted to distribute TEFAP products do not appear on the revocation listing. The listing can be found at <http://www.irs.gov/Charities-&-Non-Profits/Automatic-Revocation-of-Exemption-List>.

1. *Claims and restitution for USDA food losses.* Report promptly all instances of lost USDA foods to the food bank. Lost USDA foods are those which, for any reason, cannot be demonstrated by appropriate records or other satisfactory evidence to have been delivered to, or to be available in good condition for delivery to needy persons or households for whom they were donated by USDA. USDA foods may be lost through theft, damage, spoilage, infestation, improper distribution, sale or exchange, diversion to an improper use, or other similar causes. The Food Bank must identify, and seek restitution, from parties responsible for the loss, and implement corrective actions to prevent future losses.
2. *Monitoring/Annual Reviews.* Permit representatives of ALSDE or the USDA to inspect USDA foods in storage, or the facilities used in the handling or storage of such USDA foods, and to review or audit all records, including financial records, at any reasonable time. The ALSDE will conduct annual reviews of at least 25% of the TEFAP sub-distributing agencies with which they have agreements, provided that each such agency must be reviewed no less frequently than once every four years; and conduct an annual review of one-tenth or 20, whichever is fewer, of all recipient agencies which receive USDA foods and/or administrative funds pursuant to an agreement with another recipient agency. Each review must encompass, as applicable, eligibility determinations, food ordering procedures, storage and warehousing practices, inventory controls, approval of distribution sites, reporting and recordkeeping requirements, and civil rights. If deficiencies are disclosed through the review, ALSDE must submit a report of the review findings to the recipient agency and ensure that corrective action is taken to eliminate the deficiencies identified.
3. *Records of USDA Foods.* Maintain records to document the receipt, disposal, and inventory of USDA foods received under this part that they, in turn, distribute to eligible recipient agencies. Sign all receipts for

program USDA foods received for the distribution to households or for use in preparing meals and keep copies of all such receipts.

1. *Records of Administrative funds.* Maintain financial records and document the amount of funds received for allowable administrative costs incurred for the operation of TEFAP (if applicable).
2. *Household information.* Collect and maintain on record for each household receiving TEFAP USDA foods for home consumption, the name of the household member receiving the foods, the address of the household (to the extent practicable), the number of persons in the household, and the basis for determining that the household is eligible to received USDA foods for home consumption. Alabama is a self-declare state; therefore, a household. Member may only attest by signing a Self-Declaration Form that their income falls below guidelines established by the ALSDE (see attachment B). **proof of income is not required under this condition.**
3. *Records retention.* Retain all records for a period of three (3) years from the close of the Federal Fiscal Year (October 1 through September 30) to which they pertain, or if applicable, they must be retained beyond that period until any audit exceptions are resolved.
4. *Reports including reports of excessive inventory.* Submit all reports required by ALSDE and to cooperate to the extent necessary to sustain an effective food distribution program. Failure to file timely reports may be a basis for cancellation of this Agreement.
5. *Civil Rights Non-Discrimination Statement.* Display in a prominent place in appropriate offices and food distribution areas, the USDA Title VI Non-Discrimination poster" ... And Justice for All" as well as incorporate the **Civil Rights Non-Discrimination Statement**, in accordance with **Attachment E**, into all materials, handouts, pamphlets and other sources, including websites related to TEFAP.
6. *Notice and Referral Requirements for Beneficiaries Receiving USDA Foods from Religious Organizations.* Ensure that our member (recipient agencies) who fall under the categories of Faith-Based or Religious Organizations display in a prominent place visible to all TEFAP recipients and prospective recipients upon entrance into the distribution site a notice of the right to be referred to an alternate provider when available, in accordance with 7 CFR Part 16.4(f.) in the manner prescribed by Policy Memorandum FD-138. A sample poster for posting **written notice of beneficiary protections, Attachment F**, is included with this agreement.
7. *Limitation on unrelated activities.*
 - (1) Activities unrelated to the distribution of TEFAP foods or meal service may be conducted at distribution sites as long as:
 - (a) The person(s) conducting the activity makes clear that the activity is not part of TEFAP and is not endorsed by USDA (impermissible activities include information not related to TEFAP placed in or printed on bags, boxes, or other containers in which USDA foods are distributed). Recipes or information about USDA foods, dates of future distributions, hours of operations, or other Federal, State, or local government programs or services for the needy may be distributed without a clarification that the information is not endorsed by USDA.
 - (b) The person(s) conducting the activity makes clear that cooperation is not a condition of the receipt of TEFAP foods for home consumption or prepared meals containing TEFAP foods (cooperation includes contributing money, signing petitions, or conversing with the person(s)); and
 - (c) The activity is not conducted in a manner that disrupts the distribution of TEFAP USDA foods or meal
8. *Assurances:* Strictly adhere to FNS 113-1 and all applicable Federal and State laws and implementing regulations as they currently exist and may hereafter be amended. This includes protection of the confidentiality of all applicant/recipient records, papers, documents, tapes and any other materials that have been or may hereafter be established which relate to this Agreement. Acknowledges that the following laws are included:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.);

- Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794);
- The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.);
- 28 CFR Part 50.3 and 42;
- FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and
- Hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

Other Conditions:

1. It is understood and agreed upon that the federal regulations of the United States Department of Agriculture, relating to the Food and Nutrition Services, 7 CFR Part 250 and 251, are made a part of this Agreement and that the Food Bank and Recipient Agency are to abide by all of the conditions and terms set forth in the Regulations.
2. This agreement is permanent pursuant to 7 CFR 250; however, it may be amended as necessary by the Food Bank or at the request of ALSDE at the directive of USDA and/or State Legislation.
3. This agreement may be terminated for cause by either party giving 30 days written to the other. Upon any termination, the Recipient Agency agrees to comply with the Distributing Agency instructions in regard to the disposition of any USDA Foods remaining in their possession or control.
4. The Recipient Agency must update all pertinent information annually. Any changes during the year should be reported to the food bank as soon as possible to ensure the accuracy of the records.
5. The Recipient Agency shall allow representatives of the food bank and/or ALSDE and USDA to inspect any inventory USDA foods in their possession and to review all records including financial records and reports pertaining to the distribution of USDA foods, and to review or audit the procedures and methods used in carrying out the audit requirements at any reasonable time with or without the benefit of prior notification.

All agencies receiving \$750,000 or more in federal financial assistance per fiscal year shall have an audit made by an independent auditor that complies with the audit requirements established by 2 CFR 200. For this purpose, the term independent auditor means a state or local government auditor who meets the independence standards specified in generally accepted government auditing standards; or, certified public accountant who meets such standards. **Attachment G, Child Nutrition Programs Audit Certification.**

6. All Attachments (A-G) shall become a part of this Agreement and must be completed and accompany the signed Agreement.
7. **Alabama Immigration Law Compliance Contract:** 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 an 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 ALSDE and return the same to the ALSDE. 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 of Understanding and such other documentation as the ALSDE 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 receives *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 ALSDE 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 the ALSDE. To the fullest extent permitted by law, contractor shall defend, indemnify and hold harmless the ALSDE from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' 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.

ELIGIBLE RECIPIENT AGENCY:

ALSDE CONTRACTED FOOD BANK

Signature

Signature/Title

Title

Date

ATTACHMENTS:

- Attachment A - TEFAP Distribution Plan
- Attachment B - State Eligibility Criteria
- Attachment C - EFO Sub-Outlets (if applicable)
- Attachment D - Storage Facilities (if applicable)
- Attachment E - Civil Rights Nondiscrimination Statement
- Attachment F - Sample of Notice and Referral Requirements for Beneficiaries Receiving USDA Foods from Religious Organizations
- Attachment G - Child Nutrition Programs Audit Certification (if applicable)



Alabama State Department of Education
State Plan
The Emergency Food Assistance Program



The Alabama State Department of Education (ALSDE), in its capacity as administering agency for the Emergency Food Assistance Program (TEFAP) will implement the procedures herein described effective immediately and will be submitted to USDA, Food and Nutrition Service (FNS) for approval. Once submitted and approved, the State Plan is considered permanent, with amendments submitted at the State agency's initiative, or at FNS's request. All amendments are subject to FNS approval.

The terms "eligible recipient agency (ERA)" and "distribution site" shall have the meaning ascribed by the 7 CFR, Part 251.

I. General Information:

The Food Distribution Program staff is composed of five full time personnel. TEFAP is a part time responsibility for four of these personnel. The administrator allocates 5% of his/her time, two surplus commodity administrators allocate 5% of their time, and the secretary allocates 5% of his/her time for TEFAP. Our auditors allocate approximately 13.62% of their time to meet the monitoring requirement for TEFAP.

The state encourages the ERAs to provide newsletters or information flyers to outline the benefits and the responsibilities of participation in TEFAP to its non-participating agencies. ERAs are also asked to recruit new members through word of mouth and local community awareness efforts.

TEFAP will be administered by the ALSDE Food Distribution (FD) Program section which is the distributing agency for the United States Department of Agriculture (USDA) Foods. Mailing address is 5303 Gordon Persons Building, P. O. Box 302101, Montgomery, AL 36130-2101; Street address 50 North Ripley Street, Montgomery, AL 36104; Telephone: (334) 694-4659; Fax: (334) 694-4955; Contact: Angelice Lowe, email address: alowe@alsde.edu.

ii. Distribution System - Food Bank:

ALSDE FD will allocate USDA Foods to four main ERAs (Food Banks), which will receive direct shipments from the USDA. The food banks allocation percentages will be determined by the number of people determined to be in poverty in their respective service areas according to the poverty information from the 2010 census or more current governmental poverty guideline information as it becomes available. These four Food Banks are the only ERAs for TEFAP with whom ALSDE will enter into USDA Food agreements. In order to determine what available USDA Foods works best for each Food Banks distribution system, the ALSDE FD staff will garner the Food Bank's program coordinator interest through several communication methods (i.e., email, survey and/or poll), whichever deems most appropriate at the time. This process will occur once or twice each calendar year as well as each time there is a bonus offering of TEFAP Foods.

Allocation System:

The Soup Kitchens and the Food Pantries as well as smaller Food Banks will all pull USDA Foods from the four main Food Banks identified in section V. Each of these sub-agencies must enter into a USDA Foods Agreement with one of the four main Food Banks that receive direct delivery shipments from USDA.

The Soup Kitchens and Food Pantries are required to pay a shared maintenance fee to the Food Bank on USDA Foods pulled from that Food Bank.

These ERAs will be allocated and shall accept only the amount of USDA Foods that can be used without waste as well as to prevent excess inventory of 6 months or more.

There is no state-mandated distribution rate of TEFAP USDA Foods per household. Each ERA is responsible for determining the quantity and types of TEFAP USDA Foods and other donated foods issued to a household. Among the factors that may be considered are (1) the amount of food available on inventory, (2) number of persons in the household, (3) number of clients served by the ERA, (4) frequency of distribution, etc. Households will be permitted to refuse any part of an allotment that they do not intend to use.

Records will be maintained by these ERAs for the required period (three years plus current from the close of the Federal Fiscal Year to which they pertain or longer if related to an audit or investigation in progress) and will be examined by the State during the agency review.

Eligibility Criteria:

The state eligibility criteria for the receipt of USDA food by the households are as follows:

1. Proof of eligibility to receive Supplemental Nutritional Assistance Program (SNAP) (Formerly Food Stamps), or
2. Proof of eligibility to receive Temporary Assistance for Needy Families (TANF) (Formerly AFDC), or
3. Proof of eligibility to receive Supplemental Security Income (SSI), or
4. Self-Declaration Statement attesting that total household income falls below 130% of the poverty Guideline Index.

Examples of documents which are acceptable for proving eligibility for a means-tested assistance program (eligibility criteria under #1 - #3 above) are A program identification card, an award letter of official benefits statement from the administering agency of the application program, or a benefit check. In the case of SNAP eligibility, an authorization-to-participate (ATP) card or voucher is also enough proof.

If the household member does not have such documents with him/her at the time of application, or the household does not participate in any of the above mentioned programs among the State's eligibility criteria, the ERA will be required to provide him/her with an application form that includes a self-declaration statement to sign, attesting that the total amount of household income is below 130% the current income poverty guidelines (eligibility criteria, under #4 above), using the income poverty guidelines provided annually by the USDA.

remainder of the Administrative Grant not used for state or recipient agency administrative purposes will be used for additional food purchases.

State Matching Requirements:

As required by PL 99-198, TEFAP administrative funds spent for State-level expenses annually will be matched, dollar for dollar with State funds.

IV. Monitoring and Review:

A. Personnel Staffing:

Responsibility for monitoring ERAs lies with the Child Nutrition Program (CNP) of ALSDE. CNP personnel will be utilized to accomplish on site program reviews. Staff coordination and correspondence with ERAs, as well as reviewer training, will be the responsibility of CNP.

B. Eligible Recipient Agency Reviews:

At least 25 percent of the four Food Banks with whom the state has USDA Foods Agreements will be reviewed annually. These Food Banks are listed below:

Montgomery Area Food Bank

521 Trade Center Street
Montgomery, AL 36108-2107
(334) 263-3784
(800) 768-3784 Toll Free
(334) 262-6854 FAX

Community Food Bank of Central Alabama

107 Walter Oavis Drive
Birmingham, AL 35209
(205) 942-8911
(205) 942-8838 FAX

Food Bank of North Alabama

Mailing Address: P.O. Box 18607
Huntsville, AL 35804
Physical Address: 2000-B Vernon Ave. Huntsville, AL 35805
(256) 539-2256
(256) 539-1437 FAX

Feeding the Gulf Coast

5248 Mobile South Street
Theodore, AL 36582
(251) 653-1617
(888) 704-3663 Toll Free
(251) 653-4208 FAX

The state will also ANNUALLY review the lesser of one-tenth or 20 of all ERAs that have commodity agreements with the FOUR main Food Banks listed above.

ERAs review INSTRUMENTS are attached as shown below:

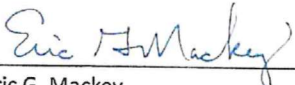
Food Bank Review (Attached)
Food Pantry Review (Attached)
SOUP Kitchen Review (Attached)

C. Corrective Action PROCEDURES:

At the completion of each emergency feeding organization review or site review, an exit conference will be held with the ERA director, assistant director, and/or TEFAP coordinator. A confirming letter will be sent to the ERA OUTLINING the following: (1) A description of deficiencies FOUND (as well as program strengths) and factors CONTRIBUTING to each; (2) specific recommendations for corrective action and, (3) the timetable for corrective action. The ERA will be REQUIRED to respond in writing within a given time period, describing corrective action that has been taken. If necessary, FOLLOW-UP reviews will be SCHEDULED in order to close the review.

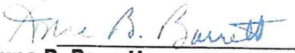
Alabama State Department of Education

Food and Nutrition Services


Eric G. Mackey

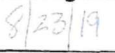
State Superintendent

Title


June B. Barrett

Title

Child Nutrition Program Coordinator


Date

Date

Attachment A

Eligibility Criteria:

The State eligibility criteria for the receipt of USDA foods by households are as follows:

1. Proof of eligibility for the Supplemental Nutritional Assistance Program (SNAP) (formerly known as Food Stamps) *or*,
2. Proof of eligibility to receive Temporary Assistance for Needy Families (TANF) (formerly AFDC) *or*,
3. Proof of eligibility to receive Supplemental Security Income (SSI) *or*,
4. Signed, self-declaration statement attesting that the household income falls below 130% of the poverty level income. (proof of income is NOT required).

Effective March 6, 2024- July 2025
Income Eligibility Scale
Household eligibility for USDA Foods
(130% of Federal Poverty Guidelines)

Household Size	Annual Income	Monthly Income	Twice per Month	Every Two Weeks	Weekly Income
1	\$19,578	\$1,632	\$816	\$754	\$377
2	\$26,572	\$2,215	\$1,108	\$1,022	\$511
3	\$33,566	\$2,798	\$1,399	\$1,292	\$646
4	\$40,560	\$3,380	\$1,690	\$1,560	\$780
5	\$47,554	\$3,963	\$1,982	\$1,830	\$915
6	\$54,548	\$4,546	\$2,273	\$2,098	\$1,049
7	\$61,542	\$5,129	\$2,565	\$2,368	\$1,184
8	\$68,536	\$5,712	\$2,856	\$2,636	\$1,318
For each additional HH member, add:	\$6,994	\$583	\$292	\$270	\$135

EFO SUB-OUTLET

(The Recipient Agency must maintain at their agency a list of Distribution Sites for each EFO Sub-Outlet)

NAME OF SUB-OUTLET: _____

STREET ADDRESS: _____

CITY & ZIP CODE: _____

TELEPHONE NUMBER (IF AVAILABLE) _____

NAME OF SUB-OUTLET: _____

STREET ADDRESS: _____

CITY & ZIP CODE: _____

TELEPHONE NUMBER (IF AVAILABLE) _____

NAME OF SUB-OUTLET: _____

STREET ADDRESS: _____

CITY & ZIP CODE: _____

TELEPHONE NUMBER (IF AVAILABLE) _____

NAME OF SUB-OUTLET: _____

STREET ADDRESS: _____

CITY & ZIP CODE: _____

TELEPHONE NUMBER (IF AVAILABLE) _____

USE ADDITIONAL SHEETS IF NECESSARY

STORAGE FACILITIES

ADDRESS: _____

SIZE OF DRY STORAGE AREA: _____

SIZE OF REFRIGERATED AREA: _____

SIZE OF FREEZER AREA: _____

ADDRESS: _____

SIZE OF DRY STORAGE AREA: _____

SIZE OF REFRIGERATED AREA: _____

SIZE OF FREEZER AREA: _____

ADDRESS: _____

SIZE OF DRY STORAGE AREA: _____

SIZE OF REFRIGERATED AREA: _____

SIZE OF FREEZER AREA: _____

ADDRESS: _____

SIZE OF DRY STORAGE AREA: _____

SIZE OF REFRIGERATED AREA: _____

SIZE OF FREEZER AREA: _____

USE ADDITIONAL SHEETS IF NECESSARY



United States Department of Agriculture

USDA Nondiscrimination Statement (Continued)

For all other FNS nutrition assistance programs, State or local agencies, and their subrecipients, must post the following Nondiscrimination 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: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

The Emergency Food Assistance Program (TEFAP) – Written Notice of Beneficiary Rights

Name of Organization:

Contact Information for Program Staff: Name

Phone Number

Email Address

Because TEFAP is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that—

- We may not discriminate against you on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
- We may not require you to attend or participate in any explicitly religious activities that are offered by us, and any participation by you in these activities must be purely voluntary;
- We must separate in time or location any privately funded explicitly religious activities from activities supported with USDA direct assistance;
- If you object to the religious character of our organization, we must make reasonable efforts to identify and refer you to an alternate provider to which you have no objection. We cannot guarantee, however, that in every instance, an alternate provider will be available; and
- You may report violations of these protections (including denials of services or benefits) by an organization to the State agency (<http://www.fns.usda.gov/fdd/food-distribution-contacts>). The State agency will respond to the complaint and report the alleged violations to their respective USDA FNS Regional Office (<http://www.fns.usda.gov/fns-regional-offices>).

We must provide you with this written notice before you enroll in TEFAP or receive services from TEFAP, as required by 7 CFR part 16.

Alternate Service Location(s) or State Agency Contact Information:

Name of Organization and Contact Person

Phone Number

Email Address

**The Emergency Food Assistance Program (TEFAP) and
Commodity Supplemental Food Program (CSFP) –
Beneficiary Referral Request**

Name of Organization:

Contact information for program staff (name, phone number, and email address, if appropriate):

If you object to receiving services from us based on the religious character of our organization, please complete this form and return it to the program contact identified above. Your use of this form is voluntary.

If you object to the religious character of our organization, we must make reasonable efforts to identify and refer you to an alternate provider to which you have no objection. We cannot guarantee, however, that in every instance, an alternate provider will be available.

() Please check if you want to be referred to another service provider.

Please provide the following information:

Your name:

Best way to reach you (phone/address/email):

FOR STAFF USE ONLY

1. Date of objection: __/__/__

2. Referral (check one):

() Individual was referred to (name of alternate provider and contact information):

() Individual was given State agency-provided referral information (i.e. a website, hotline, or list of other service providers funded by the State agency)

() Individual left without a referral

() No alternate service provider is available—summarize below what efforts you made to identify an alternate provider (including reaching out to State agency or local or eligible recipient agency):

Attachment

CHILD NUTRITION PROGRAMS AUDIT CERTIFICATION

SPONSOR: _____ AGREE #: _____

SPONSOR TYPE: Non-Profit ___ Governmental ___ Military ___ BOE ___ Title XX ___
 Other ___ Part of State Agency? ___

Agency fiscal period: ___ October 1 – September 30 ___ January 1 – December 31
 ___ July 1 – June 30 ___ Other _____

If a non-profit or governmental organization, complete the following:

_____ We expended less than \$750,000 in total federal financial assistance during the most recently completed fiscal year.

_____ We expended \$750,000 or more in total federal financial assistance during the most recently completed fiscal year. If so, complete the following:

_____ We expended only CNP funds.

_____ We expended federal funds from more than one program.

Signed

Date

The audit requirements for sponsors of the USDA Child Nutrition Programs are set forth by the Office of Management and Budget (OMB) in OMB Circular A-133 and in the USDA regulations. Sponsors must meet the audit requirements in order to participate in the programs.

- If the sponsor is a governmental or non-profit entity and expends \$750,000 or more in federal awards during its fiscal year period and receives funding from more than one type of federal program – sponsor must submit an organization-wide A-133 audit. If the sponsor expends \$750,000 or more and only has one federal program – sponsor may submit a program specific audit. The audits are due within 30 days after issuance or no later than 9 months after the end of sponsor's fiscal year.
- The sponsor must submit the required audit within the time frames. The audit regulations do not permit an extension of time beyond the 9-month period.
- The SDE audit staff will review the audit for compliance with applicable audit standards. If audit report is deficient, SDE will notify the sponsor of corrections needed. Audit report must meet standards within the 9-month due date.
- If audit report reflects findings and/or questioned costs, the sponsor should submit written corrective actions along with audit report. If not submitted, SDE will contact sponsor to respond within 30 days. SDE will work with the sponsor to resolve any findings pertaining directly or indirectly to CNP.
- When audit report is considered acceptable and resolved, SDE will notify sponsor in writing that audit file is closed.

Attachment G



Selma Area Food Bank

Additional Attachments to Provide

PLEASE NOTE: The following is information you will need to provide to our office before you are eligible to become an active member agency with Selma Area Food Bank. Failure to provide these requested documents will result in an incomplete application and your organization will be unable to work with SAFB until all supporting documents are received.

1. Agency Governing Body List – this list is all pastors, deacons, board members, chairman's, etc. of your organization. This list must include contact information for all members listed including their name, mailing address, telephone number and email address.
2. Articles of Incorporation and/or By-laws
3. Copy of Charter/ Covenant/ Creed of the Church – this is your church's beliefs and how you operate.
4. A Detailed Budget – the budget must present how you receive funds for your food pantry ministry and what your proposed expenditures will be for your food pantry program.

Once our office has received and reviewed your completed application, we will contact you and make an appointment for an initial site visit. Before this takes place, you will need to verify each storage place (dry, refrigerated, frozen) has a working thermometer in place. You will also need to have shelving in place, as all food products received from SAFB will need to be a minimum of 6 inches from the ground. At your initial site visit, our office staff will go over the rules and regulations supplied in this application to verify understanding and provide you with all applications and forms you will need to go forward as a partner agency. The following page will provide you with a list of contacts within our office. Should you have additional questions, comments, or concerns please do not hesitate to reach out. We are so excited to welcome you into the SAFB family and we are grateful you are so willing to help meet the needs of your community!