



107 Walter Davis Drive  
Birmingham, AL 35209  
205-942-8911

Dear Applicant,

We are pleased with your interest in the Community Food Bank of Central Alabama and look forward to the opportunity of assisting you with your food program. The Food Bank operates on a membership basis. **All participating agencies must complete and return the enclosed membership packet, including the necessary documentation listed.** Please note that we must have a copy of your agency's 501(c) (3) Letter of Determination, verifying your nonprofit status as a public charity with the IRS.

After receiving your completed packet, we will make arrangements to visit your agency to see your program's food storage facilities and to share further information about the Food Bank. Once all necessary materials have been submitted and your agency's storage areas are determined to be adequate, you will be contacted about attending an Agency Partner Orientation.

If you have any questions, please feel free to contact me at 205-942-8911, ext.103. On behalf of the entire Food Bank staff, thank you for your commitment and effort toward serving those in need in your community.

Sincerely,

**David Appleby**  
*Agency Relations Manager*  
[dappleby@feedingal.org](mailto:dappleby@feedingal.org)

# Application for Membership

## **Application Process:**

2. Submit completed application (including all necessary signatures) along with indicated documentation below. Incomplete applications/records cannot be processed.

\_\_\_ **Copy of 501(c) (3) Letter of Determination from the IRS showing official nonprofit status at a public charity.** *\*Official churches should submit their own 501(c) (3) OR a letter from their denominational headquarters, that has a 501(c)(3), stating that they are in good standing with that denomination. Churches that do not have an official 501(c) (3) may qualify for membership if they meet certain established criteria; however, the ultimate determination will be made by Food Bank staff. Please ask for more information regarding these criteria.*

\_\_\_ **Copy of Articles of Incorporation/ Charter**

\_\_\_ **Letter from governing body giving permission for agency to become a member with the CFBCA (enclosed)**

\_\_\_ **List of governing body including names, addresses and phone numbers**

\_\_\_ **USDA Agreement (enclosed)**

\_\_\_ **Proof of Insurance Liability Coverage**

\_\_\_ **Proof of pest control by reputable Pest Control Company, at least quarterly**

\_\_\_ **Proof of at least 2 funding sources and projected budget for food program**

\_\_\_ **Evidence of food program in operation for at least 4 months prior to application to CFBCA**

3. Once the completed application packet is received, you will be notified, and a site visit by one of the CFB staff will be arranged.
4. Upon completion of a successful site visit, your agency will be contacted to set up an Agency Partner Orientation at the Food Bank. This orientation is required before your agency may begin to receive food.

\*Please note, completion of this application does not guarantee membership. The CFB does reserve the right to refuse membership to agencies that we believe do not meet our criteria or guidelines for an ongoing successful food program. Agencies may be put on a waiting list if there are no membership openings available.

*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, or disability. To file a complaint of discrimination, write USDA Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity employer.*

**GENERAL INFORMATION:**

Person Completing this Form: \_\_\_\_\_ Date: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Parent Organization (if applicable): \_\_\_\_\_

Physical Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number: (\_\_\_\_\_) \_\_\_\_\_ County: \_\_\_\_\_

Email Address (required) \_\_\_\_\_

Facebook: \_\_\_\_\_

Twitter: \_\_\_\_\_ Instagram: \_\_\_\_\_

Website: \_\_\_\_\_

Please include directions to your Physical Address from downtown Birmingham:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does your organization operate a food program at more than one site? \_\_\_\_\_

If yes, physical address of each site in addition to site listed above:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you have Federal tax-exempt status as a public charity under SECTION 501 (c) (3)? \_\_\_\_\_

Fed. Employee Identification #: \_\_\_\_\_

Liability Insurance Carrier: \_\_\_\_\_

Agency Director: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Program Director:** \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Check categories that apply:**

\_\_\_\_ (A) Emergency Food Pantry (providing groceries to those in need)

\_\_\_\_ (B) Residential/On-Site Program (cooking/serving meals to registered clientele, i.e. day care, drug/alcohol rehab, group homes, day activities program)

\_\_\_\_ (C) Soup Kitchen (cooking/serving meals to walk-in guests on a regular or occasional basis.)

Days/Hours of Food Program Operation: \_\_\_\_\_

**Storage: (please give dimensions of space)**

Dry: \_\_\_\_\_

Refrigerated: \_\_\_\_\_

Freezer: \_\_\_\_\_

**Name of Pest Control Company:** \_\_\_\_\_

Type of vehicle will you use to pick up food?  
\_\_\_\_\_

Please describe your general program in the space below (or attach an agency brochure):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

When did you begin providing the services described above?  
\_\_\_\_\_

List funding sources for your overall programs and for your food program?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(A) EMERGENCY FOOD PANTRY**

1. How many families are you now serving per month? \_\_\_\_\_  
*\*\* Minimum of 25 families/month required for membership.*
2. What types of food do you currently provide?  
\_\_\_\_\_ canned/dry goods \_\_\_\_\_ frozen foods  
\_\_\_\_\_ perishables (dairy, fresh fruit, etc.) \_\_\_\_\_ meats (fresh/frozen)
3. How many families do you anticipate serving per month after membership with the CFBCA? \_\_\_\_\_
4. What types of food would you like to provide through membership with the CFBCA?  
\_\_\_\_\_
5. What geographic areas do you serve?  
\_\_\_\_\_
6. Are your services limited to this/these areas?  
\_\_\_\_\_
7. What are your eligibility guidelines?  
\_\_\_\_\_
8. What, if any, proof of need do you require?  
\_\_\_\_\_
9. Do you accept walk-ins? \_\_\_\_\_  
Referrals? \_\_\_\_\_ From which sources? \_\_\_\_\_
10. Do you (plan to) keep records of those you serve? \_\_\_\_\_
11. Do you ask for donations from those you are serving? \_\_\_\_\_
12. Do you require people to attend church or work in exchange for food? \_\_\_\_\_
13. What are your present sources of food:  
\_\_\_\_\_ % donated by \_\_\_\_\_  
\_\_\_\_\_ % purchased from \_\_\_\_\_
14. May we refer individuals who call for assistance to your food program?  
**Yes or No** (Please circle)

## RESIDENTIAL/ON-SITE PROGRAMS

1. How many individuals are in your program? \_\_\_\_\_  
*\*\* Minimum of 25 required for membership*
2. Which meals do you serve? \_\_\_\_\_ Breakfast \_\_\_\_\_ Lunch \_\_\_\_\_ Dinner \_\_\_\_\_ Snacks
3. What days do you serve meals? \_\_\_\_\_
4. Do you charge for meals? \_\_\_\_\_  
Do you have a room/board or program fee? \_\_\_\_\_  
If yes, how much? \_\_\_\_\_  
Do you offer financial assistance for those who cannot afford to pay? \_\_\_\_\_  
What percentage of your clients are on financial assistance, is low-income, or qualifies for other sorts of government aid? \_\_\_\_\_
5. Are you a licensed program? \_\_\_\_\_ By whom? \_\_\_\_\_  
License #: \_\_\_\_\_ Do you have a health certificate from the local Dept. of Health? \_\_\_\_\_  
Certificate #/Rating: \_\_\_\_\_
6. Name of person(s) in charge of food preparation? \_\_\_\_\_
7. Are these people trained in proper handling/storage of food? **Yes or No** (Please circle)  
If Yes, please list types of food safety training received:  
\_\_\_\_\_
8. Are any of your meals catered? \_\_\_\_\_ By whom? \_\_\_\_\_

## (B) SOUP KITCHENS

1. How many individuals do you serve per meal? \_\_\_\_\_ What ages? \_\_\_\_\_
2. Which meals do you serve? \_\_\_\_\_
3. Do you charge for meals? \_\_\_\_\_  
Ask for donations for meals? \_\_\_\_\_ If yes, how much? \_\_\_\_\_
4. What percentage of your clients are low income? \_\_\_\_\_
5. Name of person(s) in charge of food preparation: \_\_\_\_\_
6. Are these person(s) trained in proper food handling/storage? **Yes or No** (Please circle)  
If Yes, please list types of food safety training received:  
\_\_\_\_\_
7. Do you have a health certificate from the local Dept. of Health? \_\_\_\_\_  
Certificate #/Rating: \_\_\_\_\_

**USDA COMMODITY AGREEMENT BETWEEN A RECIPIENT AGENCY  
AND THE COMMUNITY FOOD BANK OF CENTRAL ALABAMA**

Name of Recipient Agency: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone: \_\_\_\_\_

Area to be served: \_\_\_\_\_

The Food Bank (“the CFBCA”) agrees to distribute USDA Commodities to eligible recipient agencies in accordance with the regulations set forth by the USDA, 7CFR, Department of Agriculture and the Department of Education. The recipient agency agrees to pay a small maintenance fee of 16 cents per pound to help defray the cost of operation. The Recipient Agency agrees to comply with all provisions of the Agreement and conform to the following requirements:

1. The recipient agency will only accept amounts of commodities that can be distributed in a reasonable amount of time. Commodities on-hand one year after receipt may be forfeited back to the CFBCA or, if applicable, condemned by USDA. If condemned, payment to USDA for the market price of the destroyed food is required.
2. Distribute foods only to households whose eligibility is determined in accordance with the current USDA Eligibility Criteria, provided annually to the Recipient Agency by the CFBCA. Alabama is a self-declaring state, meaning that no proof of need is required and should not be requested. The signed TEFAP eligibility form is the only documentation that should be used.
3. Maintain accurate and complete records showing who received commodities, the recipients’ signature and the agency’s inventory records for commodities stored by the recipient agency. Records must be retained for a minimum of three (3) years.
4. Recipient agencies must contact the Community Food Bank of Central Alabama if there is any loss, spoilage or theft of USDA commodities. Loss due to negligence will require payment of loss at market price to the USDA.
5. Recipient agencies must provide adequate facilities for handling, storing and distributing the commodities and properly safeguard the commodities against theft, spoilage, or other loss.
6. Recipient agencies are prohibited from charging a fee to clients for USDA food distributed.
7. Recipient agencies must permit USDA and/or Community Food Bank of Central Alabama representatives to review all records and inspect the Recipient Agency’s facility at any reasonable time.
8. Submit all required reports to the CFBCA and/or USDA on a timely basis.

9. Must display the USDA poster “...And Justice For All” and have a civil rights grievance procedure in place.
10. Keep temperature logs for all dry and cold storage areas at the agency’s facilities.
11. Civil Rights Assurance: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800)877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), 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, Director, Office of the Assistance Secretary for Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, (2) by fax (202)690-7442, or (3) email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider and employer.

This Agreement shall become effective on the date signed and shall remain in effect until terminated by either party by 30 days written notice. Upon any termination, the Recipient Agency agrees to comply with instructions of the Food Bank in regard to the transfer of all donated commodities remaining in its possession or control.

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**Agency Director**

**Date**

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**CFBCA Executive Director**

**Date**



## **AGENCY AGREEMENT & RELEASE**

WHEREAS, the Community Food Bank of Central Alabama (“CFB”) has offered to provide and supply certain foods, foodstuffs and related items, as available, to \_\_\_\_\_, a 501(c)3 charity, hereinafter “Agency,” and WHEREAS, Agency has warranted to the CFB that all items received will be duly inspected by a qualified member of their staff and found fit for human consumption, or they will not be accepted.

THEREFORE, Agency hereby warrants, represents and guarantees as follows:

1. That it has been awarded status of a 501(c) 3 charity by the Internal Revenue Service and that proof of same has been provided to the CFB and will promptly advise the CFB of any changes in its 501(c) 3 status.
2. That all items accepted are accepted in “as is” condition.
3. That Feeding America, the CFB, and the 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.
4. That Agency will serve/distribute donated items as soon as possible, to provide maximum palatability and freshness.
5. That Agency will utilize employees or volunteers having sufficient training, experience and expertise in the evaluation, handling, preparation and feeding of donated items to safely and properly judge, handle and prepare them.
6. That Agency, because of the qualifications of its personnel, as above specified, hereby accepts full responsibility for the purity and fitness for human consumption of any and all items accepted.
7. That Agency hereby warrants and guarantees to Feeding America, the CFB, and to the primary donor that it will hold them harmless from any and all liabilities, claims, losses, causes of actions, 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 the CFB.
8. That Agency will not sell, transfer, barter or offer for sale the items supplied by the food bank in exchange for money, property or services, or otherwise allow the items to reenter commercial channels. Recipients of food from the CFB are never to be charged for the food. (Please see Membership Guidelines).
9. That Agency will use the items only in a use related to its exempt purpose and solely to serve the ill, the needy or infants (minor children), with primary emphasis on service to the needy.
10. That Agency will serve food directly to its clients in the form of meals or distribute packaged food for emergency situations. Food may not be transferred, donated, passed on, or otherwise distributed to any other nonprofit or agency.
11. That Agency agrees to strictly adhere to any restriction placed on the use or distribution of products, such as restriction of food to use in meals prepared on the premises of the Agency organization.
12. That Agency will receive, store and hold all product at appropriate temperatures, as communicated to the Agency by the CFB. Agency will maintain adequate refrigeration, freezer and storage space to ensure compliance with these requirements.
13. That Agency will provide transportation to pick up food at the food bank and that food transported by Agency will be done in full compliance with any and all requirements set forth by the CFB and Feeding America, including, but not limited to: product transported in open air vehicle/trailer must be covered by secure covering; all perishable food must be kept at appropriate temperatures; passive or visibly active temperature retention system must be used

to maintain proper temperatures and sample temperatures must be taken and documented at both the time of pickup and delivery.

14. That Agency will maintain guidelines/licensure/inspections by the appropriate local State/City/County entities as a food service establishment according to the service it provides.
15. That Agency will allow food bank and/or USDA representatives to monitor the food program records, storage and practices, at any reasonable time.
16. That Agency will maintain required records on file for four years and timely submit to the CFB monthly reports of those served.
17. That Agency will support the operation of the CFB by payment of a suggested shared maintenance fee, sixteen cents per pound of food received as of the signing of this agreement. A summary record showing pounds received and shared maintenance fees due will be sent by CFB at the first of each month (payable upon receipt).
18. That Agency will place at least one order, for a minimum of 1,000 lbs., every six months to remain an active member.
19. That Agency will return all food on hand to the CFB in case of probation/suspension. (See Probation/Suspension Policy).
20. That liability insurance is current and in good standing.
21. That Agency will adhere to any additional donor stipulations.
22. That Agency will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender expression and identity, unfavorable discharge from the military or status as a protected veteran.

The undersigned hereby warrants that he/she is a legally warranted and authorized agent of Agency, whose name appears below, and by his/her legal signature does hereby bind it to the terms, conditions and limitations of the Agreement and Release.

**Date** \_\_\_\_\_

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**Signature of legally authorized agent** **Title**

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**Name of Agency** **Telephone # of Agency**

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**Street Address of Agency** **City, State, Zip**

**AGENCY APPROVAL TO PARTICIPATE WITH  
THE COMMUNITY FOOD BANK OF CENTRAL ALABAMA**

We, the governing body of \_\_\_\_\_, give approval to participate with the Community Food Bank of Central Alabama. We acknowledge our understanding of the guidelines set forth by the CFB for food distribution to those in need and agree to comply with these guidelines in our food program.

<b>President</b>	<b>Signature</b>	<b>Date</b>
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<b>Board Member</b>	<b>Signature</b>	<b>Date</b>
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<b>Board Member</b>	<b>Signature</b>	<b>Date</b>
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**Please Also Attach the Following  
to Application Packet:**

- Copy of your agency's 501(c) (3) Letter of Determination from the IRS.
- Copy of your agency's Articles of Incorporation or Charter (some churches are not incorporated; please contact the food bank if this does not apply to your organization)
- List of agency's governing body, including names, addresses and phone numbers
- Copy of certification of liability insurance coverage for your agency (you can get a copy of this from your insurance agent)
- Proof of a least 2 funding sources for food program
- Evidence of food program in operation for minimum of 6 months