

High Plains Food Bank Agency Application Form

Name of Agency _____

Mailing Address _____ Zip _____

Street Address _____ Zip _____

City _____ County _____

Phone Number _____ Fax Number _____

Emergency After Hours Phone Number(s) _____

E mail address _____

Contact Person _____

Name of Agency Director or Pastor _____

Regular Operating Hours _____

Agency Organizational Information (Please Check One).

_____ **NON-PROFIT AGENCY** as defined by section 501(c)(3) of the IRS tax code for tax-exempt organizations. Attach a copy of the IRS determination letter.

_____ **CHURCH.** Complete the enclosed 14 point Church Qualifier Form.

_____ **SPONSORED BY A 501 (c)(3) ORGANIZATION.** Attach 1) a letter from the sponsor's director describing relationship with your agency and 2) a copy of the sponsor's IRS determination letter.

_____ **CHURCH SPONSORED.** Attach 1) a letter from the church's pastor describing the relationship with your agency that states the church agrees to sponsor your agency and that the church meets the IRS definitional requirements of a church. Also need the Church Qualifier Form.

1. Your feeding program is a:

____ Pantry ____ On-Site ____ Emergency Food Pantry ____ Meals On Wheels ____ Daycare
____ Shelter/Residence ____ After School Program

Number of: freezers _____ refrigerators _____

2. Describe area where food will be stored _____

3. Days and time of your feeding program _____

4. Describe the program that will be using the Food Bank food. _____

5. List all sources of funding that will support this program _____

6. Briefly state the purpose of your organization, other services that you provide and the geographic area you serve _____

I CERTIFY THAT THIS INFORMATION IS TRUE AND COMPLETE.

Signature of Director or Pastor

Date

Letter of Agreement

Letter of Agreement between _____ (Agency)
located in _____ (City) Texas (State) and the High Plains
Food Bank of Amarillo (HPFB)

HIGH PLAINS FOOD BANK:

1. HPFB will seek and develop surplus food resources and store food obtained in a central warehouse for distribution to the Agencies.
2. On a regular basis, HPFB will provide reports to the Agency in the form of a "food list" regarding status and availability of inventory received.
3. Other than enforcing the stipulations of this Agreement and the requirements imposed by the Texas Department of human Services (TDHS) for the implementation of the USDA Commodities and perishable food programs, respectively, HPFB will not interfere with the internal affairs of the Agency.
4. HPFB will notify the Agency at least thirty (3) days before changing membership criteria or handling fee.

MEMBER AGENCY:

1. The Agency adheres to ONE of the qualifying guidelines:

_____ Is a qualifying organization under section 501 (c) (3) of the IRS code or are operating under an umbrella with a 501 (c) (3) determination letter is enclosed.

_____ Do hereby stipulate that we are a church and meet the IRS definitional requirements to be recognized as a church. A letter attesting to this and signed by our pastor is attached.

2. The Agency is established to provide food to the needy, ill and infants. The Agency may not exclude any individual from service based on the race, color, age, national origin, disability, sex or inability to pay.
3. The Agency may not require a client to make a donation or other payment in exchange for food. The Agency may not use HPFB food

4. in fund raising activities. Food obtained from the Food Bank may not be bartered traded or exchanged for any other item (s) or service (s).
5. The Agency must not require any individual to attend a religious or political meeting, nor may the individual be required to make a statement of faith or pledge membership to any religious or political organization before receiving food.
6. The Agency CAN NOT transport or distribute any food outside of their service area. Food can only be distributed in the county where the Agency is physically located.
7. The Agency does pledge to contribute to the support of the High Plains Food Bank through a shared maintenance fee as approved by the Board of Directors of the High Plains Food Bank.
8. The Agency agrees to a preliminary visit by a Food Bank Representative, and does understand that there will be periodic follow-up visits so that the Agency and HPFB can mutually evaluate the relationship.
9. For a minimum of three (3) years and three (3) months, the Agency will maintain copies of invoices of products received from the High Plains Food Bank.
10. The Agency agrees to respond to questionnaires, surveys or inquiries from the HPFB in the expeditious manner. The Agency must report number of individuals, meals and families served per month to the HPFB and also keep on file names and address of food recipients in case of product recall.

SIGNED FOR THE AGENCY: SIGNED FOR THE High Plains Food Bank

Signed	Signed
Name (Printed)	Name (Printed)
Title	Agency Relations Coordinator
Date	Date

Church Qualifier Form

The Internal Revenue Service uses 14 characteristics to determine whether an organization qualifies as a church. In accordance with this provision, the High Plains Food Bank has established a policy which requires that any church must certify that at least 9 of these characteristics are evidenced by their program. The characteristics are as follows: (Check appropriate items in the listing below)

- _____ 1. A distinct legal existence.
- _____ 2. A recognized creed and form of worship.
- _____ 3. A definite and distinct ecclesiastical government.
- _____ 4. A formal code of doctrine and discipline.
- _____ 5. A membership not associated with any other church or denomination.
- _____ 6. A distinct religious history.
- _____ 7. A complete organization of ordained ministers ministering to congregations.
- _____ 8. Ordained ministers elected after completing prescribed courses of study.
- _____ 9. A literature of it's own.
- _____ 10. Established places of worship.
- _____ 11. Regular congregations.
- _____ 12. Regular religious services.
- _____ 13. Sunday schools for religious instructions of the young.
- _____ 14. Schools for the preparation of its ministers.

As the pastor of _____ (church name), I certify that this organization meets the requirements indicated for identification as a church.

Signature of Pastor _____

Print or type name _____

Address

_____ Date _____

High Plains Food Bank Agency Disclaimer Form

The undersigned authorized agent of _____ hereby warrants that the Agency will receive surplus food from the High Plains Food Bank. Said agent further warrants that the surplus food will be duly inspected upon delivery and found to be fit for human consumption. It is further agreed that:

1. The surplus food is accepted "as is".
2. The High Plains Food Bank and the original donor expressly disclaim any implied warranties of the marketability or fitness for a particular use.
3. There have been no express warranties in relation to this gift of food.
4. Said Receiving Agency releases both the original donor and the High Plains Food Bank from any liability resulting from the condition of the donated food and further agrees to indemnify and hold the High Plains Food Bank and the original donor free and harmless against any and all liabilities, damages, losses, claims, causes of action, and suits of law or in equity of any obligations whatsoever out of or attributed to any action of said Receiving Agency in connection with its storage and use of the donated food.
5. Said Receiving Agency will not sell or offer for sale any of the said food.

Signature of Agent

Mailing Address

City, State, Zip code

Telephone Number

Date

High Plains Food Bank Salvage Distribution Policy

POLICY:

The High Plains Food Bank will not distribute its salvage products to Member Agencies which receive salvage directly from grocery stores or any other sources, including the transfer of product from other agencies.

SALVAGE:

Any product removed from food distribution sites, Ex: grocery stores or retail outlets, due to damage, mis-labeling, expiration or any concerns that make the product unsaleable due to possible health hazards for human consumption.

The High Plains Food Bank has a Salvage License which along with trained volunteers and regular monitoring visits by State and Local Health Departments insures OUR distributed product is safe for human consumption.

RATIONALE:

1. Agencies are not licensed salvage establishments.
2. Co-mingling of salvage from different sources could cause problems with the Food Bank's product liability insurance.
3. Second Harvest requirements for tracking of products could not be met if salvage were co-mingled.

PROCEDURES:

1. Questions concerning direct receipt of salvage will be evaluated by the Food Bank.
2. The High Plains Food Bank will immediately discontinue distribution of salvage to any Agency which receives salvage from another source.
3. If the Agency elects to stop receiving salvage from other sources in order to receive salvage from the Food Bank, they may do so, knowing all Agencies are subject to unannounced on-site visits from the High Plains Food Bank.
4. Failure to report the direct receipt of salvage products to the Food Bank Staff will be grounds for termination of an Agencies agreement with the High Plains Food Bank.

Agency Name _____

Signature _____ Date _____

High Plains Food Bank Storage Guidelines for Member Agencies

1. All Food Bank products must be stored at an approved location. No storage is allowed in private homes, garages or off-site storage buildings etc.
2. All food and other product must be stored off the floors on shelves or on pallets. Food must be at least 4" off the floor at all times. Items should be at least 1-2 inches away from walls. This allows adequate air circulation around the food and helps with pest control.
3. Nonfood items should be stored separately from food items. Cleaning supplies and other chemical items should never be stored on shelves over food, where these items could spill on to food. Put non-food items on lower shelves or in a separate area from food.
4. All storage areas should be clean and dry.
5. Storage area should be rodent and insect free. Spray or exterminate as needed. Cracks or holes, where rodents or insects can enter, should be repaired.
6. Storage areas should be secure and protected against theft. The storage area or building should be locked when no one is there. Only those working with the approved feeding program should have access to the storage areas.
7. Dry storage areas that get hot (over 70 degrees) should be regularly opened and aired out. Fans can be used to help ventilate dry storage areas.
8. Freezers should be clean, regularly defrosted, and maintained at temperature of 0 to -10 degrees. An inexpensive refrigerator/freezer thermometer should be used to monitor the temperature. **Keep record of temperatures on a temperature log once daily.**
9. Refrigerators should be clean and kept at a temperature between 32 and 40 degrees. A thermometer should be used to monitor refrigerator temperatures. **Keep record of temperatures on a temperature log once daily.**

Food Bank products should only be stored in locations that have been visited and approved by the Food Bank. Contact the Food Bank if your location changes. No stock piling of Food Bank products. In general, order and store no more that you can use or distribute in one month.

Storage Questions?
Call Agency Relations at the Food Bank.
(806) 374-8562